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OF CANADA

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INDIAN AFFAIRS HEADQUATERS FILES

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Indian Affairs
Headquarters Files

(RG 10, Volume 7639)

File 18157-11		Queen Charlotte Agency - Correspondence regarding mining on the Skidegate Reserve. 1911 - 1933
File 18160-24		Williams Lake Agency - Correspondence regarding mining on the High Bar Indian Reserve. 1926 - 1937
File 18164-21	1	Okanagan Agency - Correspondence regarding mining on the Upper Similkameen Reserves #'s 2 and 2A. 1905-1937
File 18164-21	2	Okanagan Agency - Correspondence regarding mining on the Upper Similkameen Reserves. 1937 - 1947
File 18165-52	1	Lytton Agency - Correspondence regarding mining on the Nesikep Reserve. 1927 - 1935

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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FILE No. ..... VOL. ..

DEPARTMENT OF INDIAN AFFAIRS

FROM

TO

CENTRAL REGISTRY	REFERRED TO	DATE REC'D	INITIALS	CENTRAL REGISTRY	REFERRED TO	DATE REC'D	INITIALS
		CHUCHUWAYHA I.R. No. 2 - 2C	MINING		OKANAGAN		

FILE No. 18164-21 VOL. 2 VOL. 1 CLOSED

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

VOL. 2 VOL. 1 CLOSED

X-ref. 13164-143. Lease of mill sites to Kelly Am. Prod.

No. 18164-21

INDIAN AFFAIRS BRANCH

DEPARTMENT OF MINES AND RESOURCES

OKANAGAN

MINING

CHUCHUWAYHA I.R. NO. 2 - 2 C

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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Clipping from MONTREAL GAZETTE

May 10th.1937.

HEDLEY AMALGAMATED GOLD MINE "SALTED MINE"

GOLD MINE SALTED, PATTULLO CHARGES

Two Hedley Officials Arrested on Warrants Alleging Fraud Conspiracy

EX-PRESIDENT IS SOUGHT

Prosecution Follows Investigation of Property After Stock Market Crash

Vancouver, May 9.—(CP)—Vancouver police today sought Russel E. Barker, former president of Hedley Amalgamated Gold Mine, Limited, to arrest him on a charge of conspiracy to defraud while Premier T. D. Pattullo of British Columbia charged the mine had been "salted."

On warrants issued by the British Columbia Attorney-General's Department, which is headed by Premier Pattullo, provincial police arrested, on a similar charge, William Cox, mine superintendent, and Jack Fraser, mine foreman. They were taken into custody at Hedley in the southern interior of the province.

Barker has not been located by police who were informed he had left his Vancouver home more than a month ago.

Investigation of the Hedley Company by the Provincial Government followed a sensational collapse of the stock on the Vancouver market in February. It was withdrawn from trading.

On April 8, a report by G. L. Fraser, Government-appointed investigator, said Barker made $50,000 in transactions involving shares of Hedley Company. Cox was criticized in the report for lack of qualification for his position.

Directors of the mine announced April 15 that Barker had been relieved of his position as president.

A further report by R. H. Stewart, appointed by the Government to make an examination of the Hedley property and to investigate the report that assays had been salted, will be made public tomorrow.

The Premier in his statement, made late Saturday, that charged salting in the mine, commented: "Plain crookedness will occur from time to time, and it is our duty to endeavor to circumvent these nefarious practices. For this purpose the Security Act will be strengthened more adequately to meet requirements at the next session of the Legislature."

He did not think, however, that it would be administered so as to frighten away legitimate capital. "But on the contrary it should be a factor inassuring legitimate capital of favorable opportunity for investment," he added.

STOCK SLUMP PROBED.

The warrants follow investigation by the government into the February collapse of Hedley Amalgamated stock on the Vancouver Stock Exchange when trading in the stock was suspended.

The warrants charge that between January 1, 1934, and May 7, 1937, the three men "did unlawfully conspire" with other persons unknown "by deceit or falsehood or other fraudulent means to defraud with reference to the properties of Hedley Amalgamated Gold Mine, Limited."

Detectives seeking to serve the warrant on Barker said they had no official information regarding his present whereabouts and had been informed that he left his Vancouver home more than a month ago.

Trading in Hedley on the Vancouver stock exchange was suspended February 23 when, with 371,250 shares changing hands, the price fell from 65 cents to 32 after having sold a week before at 1.04.

Department of Mines & Resources
Indian Affairs Branch
MAY 10 1937
RECORDS

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File No. 18164 - 2

Credit Advice

MEMO.

May 5th, 1937. ~~1935~~

The following remittance has been received from

Indian Agent James Coleman at Okanagan Agency

and recorded in the Official Cash Book. Folio 28

Amount $ 5.00

Agency Receipt No. 17850 dated April 19th, 1937,

Payer Golden Eagle Mines Ltd. on account of prospecting permit

No. 23 - Upper Similkameen - Acct. 333.

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

EX'D.

18164-21

May 11th.1937.

Sir:-

Recent press reports appear to indicate that Hedley Amalgamated Gold Mines Ltd.have been prosecuted by the Provincial authorities for alleged "salting" of a mine,and although this company hold two mining permits covering surface rights on certain provincial mining leases on the Upper Similkammen Reserve No.2,these permits are still in good standing, the annual rental having been paid to date.

It is presumed that provincial action will not affect the surface rights of these two permits,but it would be advisable for you to maintain some vigilance so as to see that the Indian interest is not endangered.

Yours very truly,

T.R.L. MacInnes

Secretary.
T.R.L.MacInnes.

Jas.Coleman Esq.
Indian Agent
Vernon, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 5444-E

Date May 31, 1936.

Province British Columbia

Agency OKANAGAN

Date May 14, 1937.

To whom it may concern:

Permission is hereby given to Fred B. Lyon,

of the town of Hedley

in the County of Yale

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Upper Similkameen Indian Reserves Nos. 2 and 2a. Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

James Coleman

(Jas. Coleman).

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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12164 21

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Okanagan Indian Agency,
Vernon, B.C.,
May 13, 1937.

File U S.2-19.

Sir,-

EX'D.

I enclose herewith duplicate copy of Propsector's Permit No.25 issued to Fred B.Lyon, of Hedley, to prospect on Upper Similkameen I.R.Nos.2 and 2a.

The recording fee of $5.00 will be forwarded with the Receiver-General Payments on the 15th instant.

Your obedient servant,

Enclosure:-

(Jas.Coleman).
Indian Agent.

/HM.

The Secretary,
Dept. of Indian Affairs,
O t t a w a.

R

Department of Mines & Resources
Indian Affairs Branch.
MAY 17 1937
RECORDS

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164 - 21

Credit Advice

MEMO.

May 21st, 1937. ~~1935~~

The following remittance has been received from

Indian Agent James Coleman at Okanagan Agency

and recorded in the Official Cash Book Folio 39

Amount $ 5.00

Agency Receipt No. 17586 dated May 13th, 1937,

Payer Fred B. Lyon on account of prospector's permit

No. 25 - Upper Similkameen - Acct. 333.

Department of Mines & Resources
Indian Affairs Branch.
MAY 26 1937
RECORDS

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Phone 385
R. P. BROWN, B.C.L.S.
[redacted]

Box 136
PENTICTON, B.C.
November 2nd. 1937.

Jas. Coleman Esq.
Indian Agent,
Vernon B. C.

Dear Sir;-

Declaration re Developement Work
to accompany Application for renewal of Lease No. 205
on Upper Similkameen I. R. No.2
Hedley Amalgamated Gold Mines Ltd. (N.P.L.)

I hereby certify that the Hedley Amalgamated Gold Mines Ltd. N.P.L. have done, or caused to be done, work on the above Lease to the extent of least one thousand dollars, description of the work;
Tunnel 7' by 9' driven for a distance of 900 feet on Lot 1864-S

Signed
R. P. Brown
British Columbia Land Surveyor.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Phone 385
R. P. BROWN, B.C.L.S.

Box 136
PENTICTON, B.C.

November 2nd. 1937.

Jas. Coleman Esq.
Indian Agent,
Vernon B. C.

Dear Sir;-

Re; Lease No. 205 on Upper Similkameen I. R. No.2
Hedley Amalgamated Golf Mines Ltd.

I hereby, on behalf of the above company apply for a renewal of the above lease for a further period of two years, under Section 11(b) of the Department's Mineral Regulations.

Herewith, cheque for $130.00 in payment of the yearly rental, also statement showing that the Company have complied with the regulations covering developement purposes.

Yours very truly,

R P Brown

B. C. L. S.

INDIAN AGENT'S OFFICE
NOV 4 - 1937
VERNON, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
November 5, 1937.

Department of Mines and Resources
Indian Affairs Branch
NOV 9 1937
RECORDS

Sir,-

EX'D.

I enclose herewith application of the Nedley Amalgamated Gold Mines Ltd. for a renewal for two years of their Mining Permit No.U.S.No.1 - 18164-21, dated October 28, 1935, covering 260 acres on Upper Similkameen I.R.No.1.

Rental of $130.00 for the first year has been paid and will be forwarded with Receiver-General Payments on the 15th instant.

Your obedient servant,

Enclosures:-

/HM.

(Jas.Coleman).
Indian Agent.

The Secretary,
Indian Affairs Branch,
Ottawa.

Rental for 2 yr and road allowance 11 acres complete

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
November 5, 1937.

Department of Mines and Resources
Indian Affairs Branch
NOV 9 1937
RECORDS

EX'D.

Sir,-

I enclose herewith application of the Hedley Amalgamated Gold Mines Ltd. for a renewal for two years of their Mining Permit No.U.S.No.1 - 18164-21, dated October 28, 1935, covering 260 acres on Upper Similkameen I.R.No.1.

Rental of $130.00 for the first year has been paid and will be forwarded with Receiver-General payments on the 15th instant.

Your obedient servant,

Enclosures:-

await receipt of Ct note

/HM.

(Jas.Coleman).
Indian Agent.

Rental for 2.4 acres road allowance @ $5 = 12
11 acres complete 17-
69 00

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164-21

MEMO. Mr. Lafferty memo only

Credit Advice

Nov. 22nd 1937

The following remittance has been received from

Indian Agent Jas. Coleman at Okanagan

and recorded in the Official Cash Book. Folio

Amount $ 130.00

Agency Receipt No. 4023 dated 4.11.37

Payer Hedley Amalgamated Gold Mines on account of Mining Lease

Mining Acct. 3

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1. Sec.
2. Rev Appeal

Okanagan Agy
Mining Acct. 3

18164-21

Dec.28th.1937.

Sir:-

In reference to your letter of Nov.5th.last No.U.S.2-19-2 regarding extension of mining permit held by Hedley Amalgamated Gold Mines Ltd.on the Upper Similkameen Reserve No.1 (US No.1-18164-21) I have to state that as development work has been performed for the first two year period,(1936 & 1937) and rental for 1938 has been paid,an endorsation has ben made on the original permit to show that such permit has been extended for a further two year period.

Mining Journal
3.1.38

Yours very truly,

Secretary.
T.R.L.MacInnes.

Jas.Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

PATENT APPLIED FOR.

DEPARTMENT OF _____

Reference No. _____

File No. _____

Remarks _____

_____

_____

_____

_____

_____

Placed on File _____ 18

McGregor's Improved Document, Map and File Protector No. 2.

Bellow's Pattern Quality No. X.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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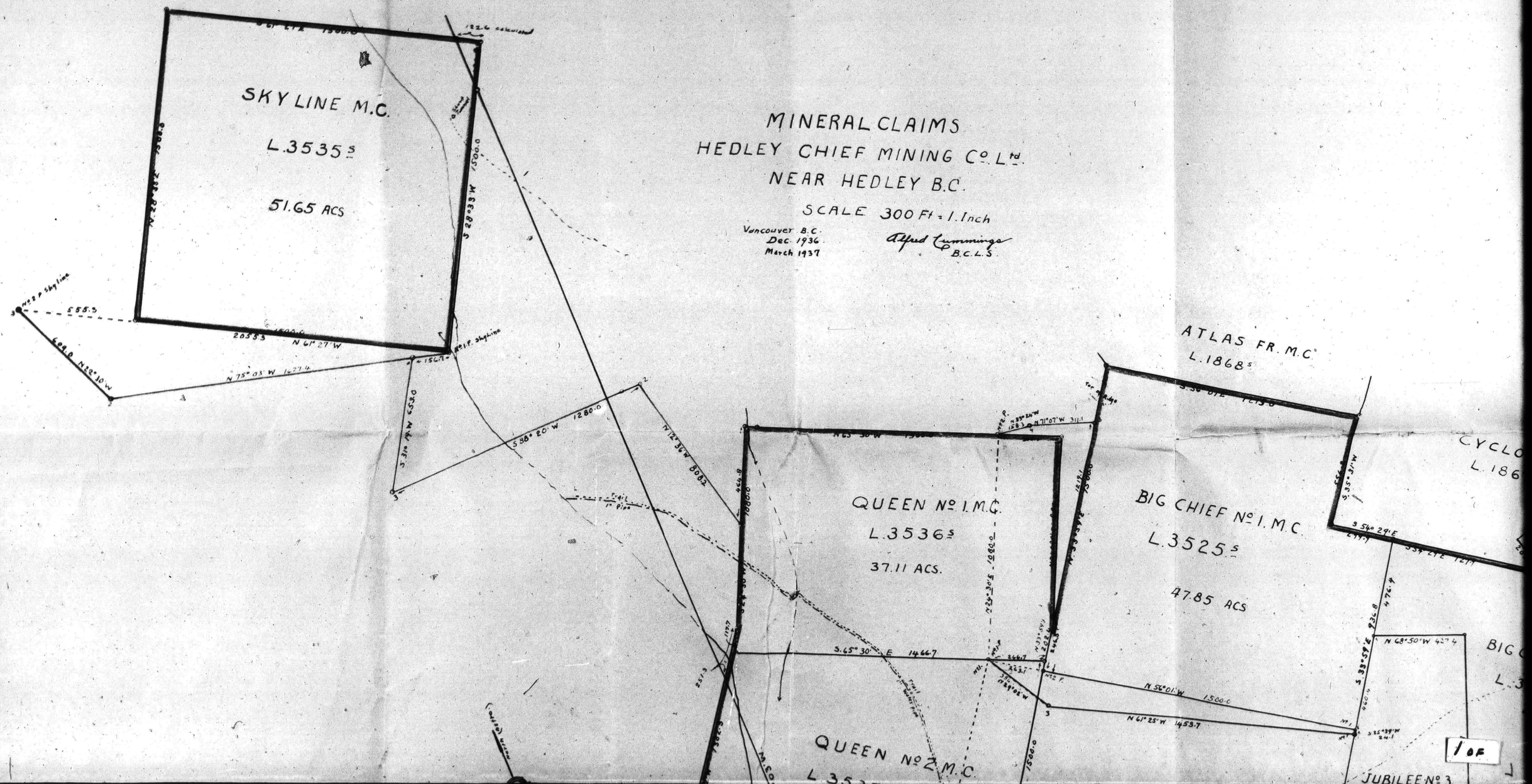
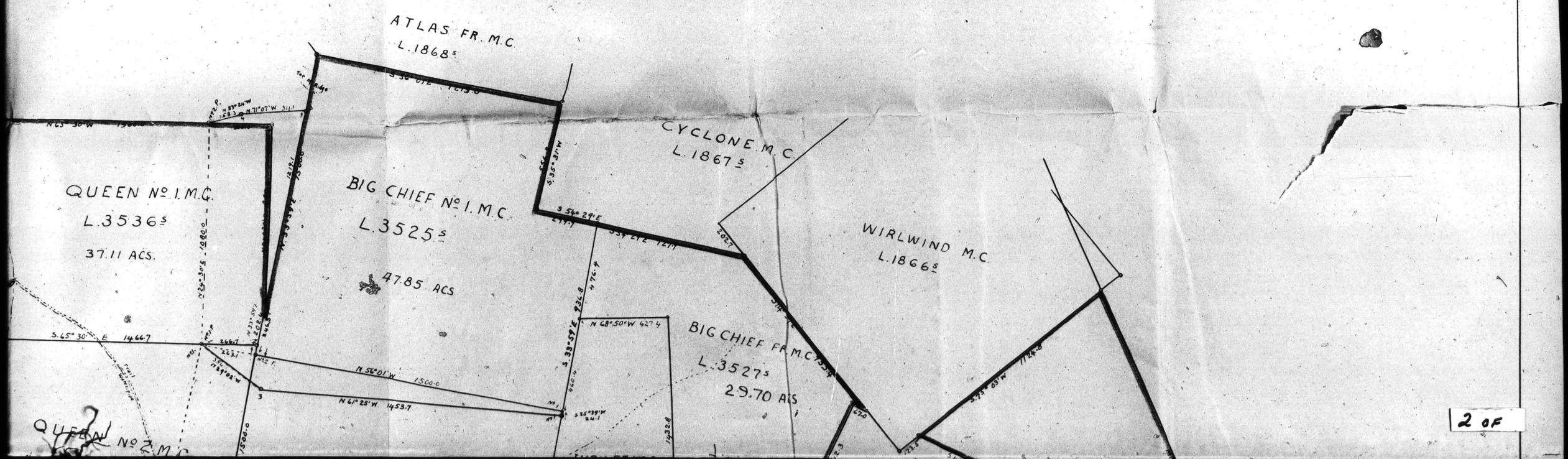
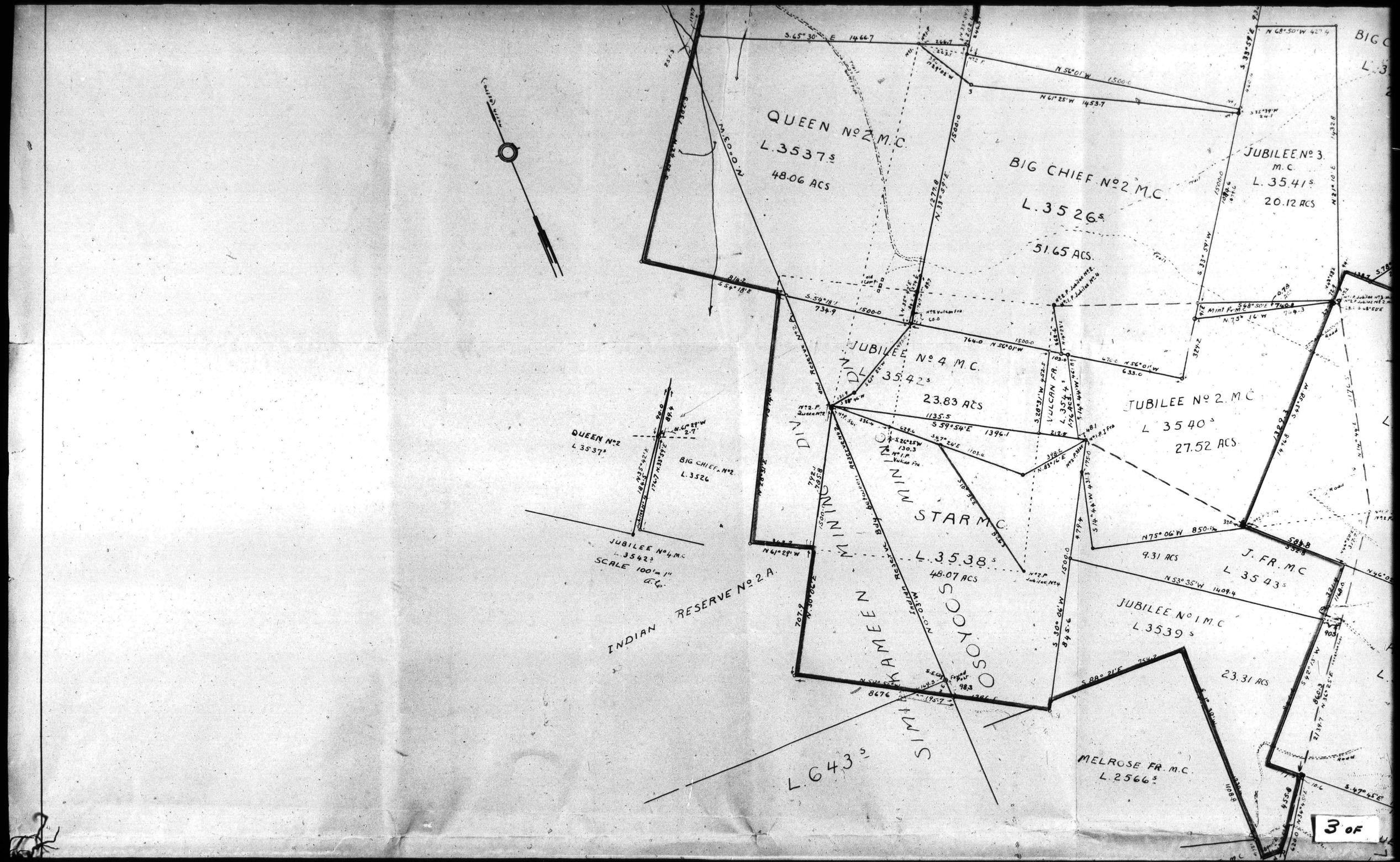
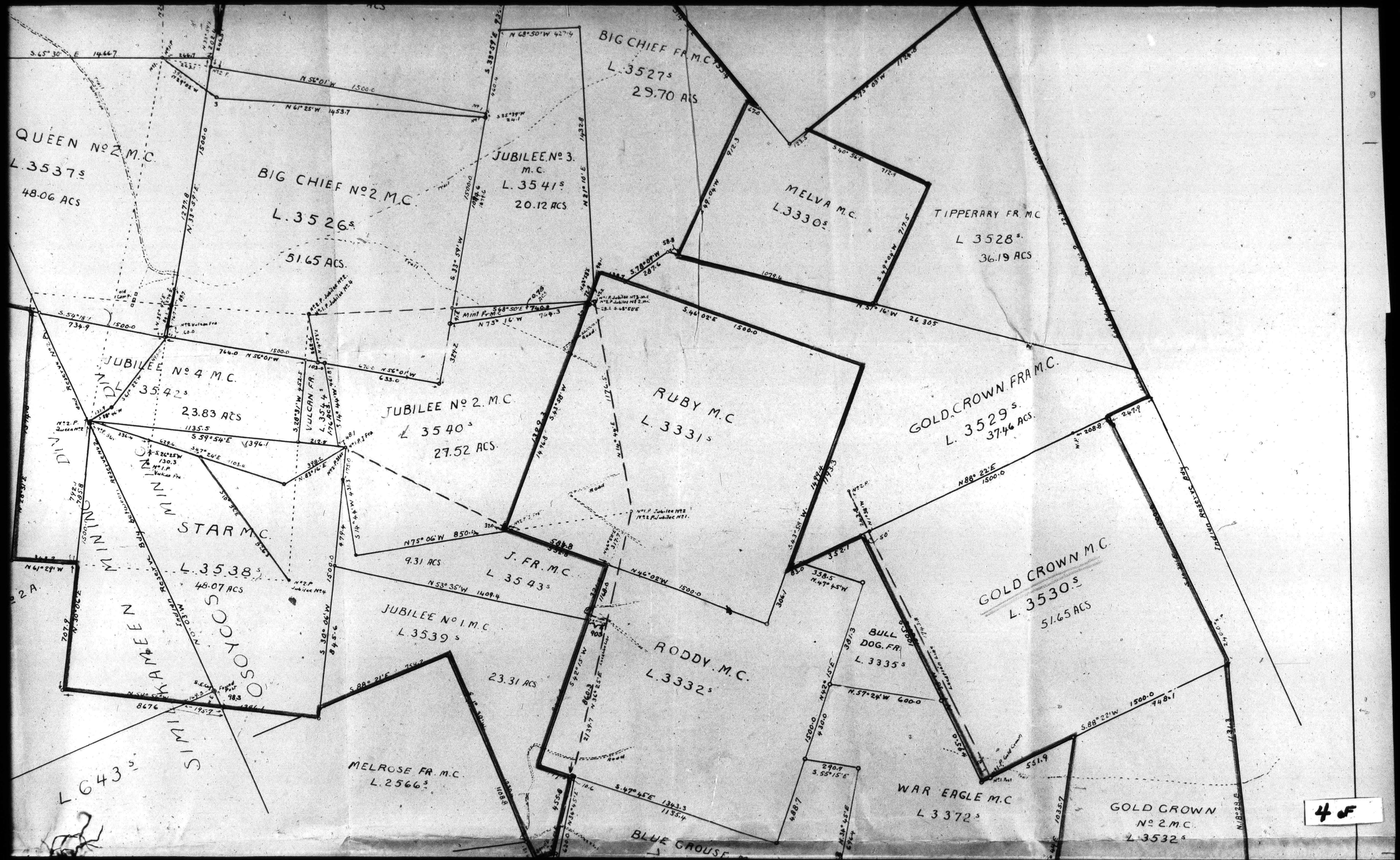

MINERAL CLAIMS
HEDLEY CHIEF MINING Co. Ltd.
NEAR HEDLEY B.C.
SCALE 300 Ft = 1. Inch
Vancouver B.C.
Dec. 1936
March 1937
Alfred Cummings
B.C.L.S.
SKY LINE M.C.
L.3535s
51.65 ACS
N 61° 27' W
N 75° 03' W 1627.4
S 88° 20' W 1280.0
N 12° 36' W 8082
S 28° 33' W 1500.0
QUEEN No. 1. M.C.
L.3536s
37.11 ACS.
S. 65° 30' E 1466.7
QUEEN No. 2. M.C.
ATLAS FR. M.C.
L.1868s
BIG CHIEF No. 1. M.C.
L.3525s
47.85 ACS
N 56° 01' W 1500.0
N 61° 25' W 1453.7
N 68° 50' W 427.4
CYCLO
L.186
BIG C
L.3
JUBILEE No. 3
1 OF

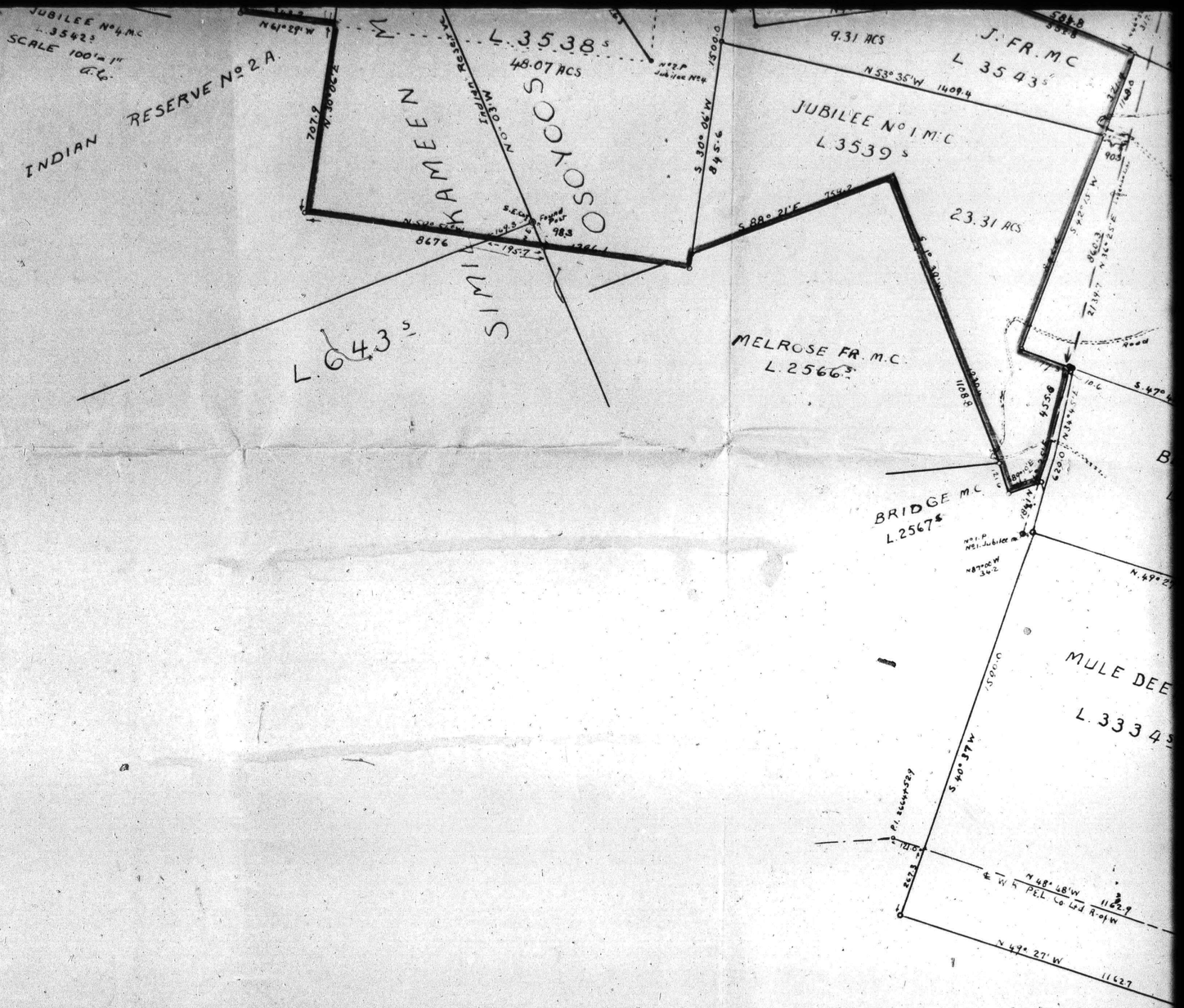
NERAL CLAIMS
CHIEF MINING Co. Ltd.
AR HEDLEY B.C.
SCALE 300 Ft = 1. Inch
B.C.
1936
1937
Alfred Cummings
B.C.L.S.



2 OF


QUEEN No 2 M.C.
L.3537s
48.06 ACS
BIG CHIEF No 2 M.C.
L.3526s
51.65 ACS.
JUBILEE No 3.
M.C.
L.3541s
20.12 ACS
JUBILEE No 4 M.C.
L.3542s
23.83 ACS
JUBILEE No 2 M.C
L.3540s
27.52 ACS
VULCAN FR.
L.3544s
17.6 ACS
STAR M.C.
L.3538s
48.07 ACS
9.31 ACS
J. FR. M.C
L.3543s
JUBILEE No 1 M.C
L.3539s
23.31 ACS
MELROSE FR. M.C.
L.2566s
L.643s
INDIAN RESERVE No 2 A.
SIMILKAMEEN
OSOYOOS
MINING DIV.
QUEEN No 2
L.3537s
BIG CHIEF No 2
L.3526
JUBILEE No 4 M.C
L.3542s
SCALE 100' = 1"
C.G.
Mint Fr. M.C.
N 68° 50' W 42.4
N 56° 01' W 1500.0
N 61° 25' W 1453.7
S 65° 30' E 1466.7
S 33° 59' E
N 33° 59' E
S 54° 18' E
N 56° 01' W
S 59° 54' E 1396.1
N 75° 06' W 850.1
N 53° 35' W 1409.4
S 88° 21' E
S 30° 06' W
N 30° 06' W
N 61° 29' W
N 75° 16' W
S 68° 50' E 740.8
3 OF


QUEEN No 2 M.C.
L 3537s
48.06 ACS
BIG CHIEF No 2 M.C.
L 3526s
51.65 ACS.
BIG CHIEF FR. M.C.
L 3527s
29.70 ACS
JUBILEE No 3. M.C.
L 3541s
20.12 ACS.
MELVA M.C.
L 3330s
TIPPERARY FR. M.C
L 3528s.
36.19 ACS
JUBILEE No 4 M.C.
L 3542s
23.83 ACS
JUBILEE No 2. M.C
L 3540s
27.52 ACS.
VULCAN FR.
L 3534s
RUBY M.C
L 3331s
GOLD CROWN FRA M.C.
L 3529s.
37.46 ACS.
STAR M.C.
L 3538s
48.07 ACS
9.31 ACS
J. FR. M.C
L 3543s
GOLD CROWN M.C.
L 3530s
51.65 ACS
JUBILEE No 1 M.C
L 3539s
23.31 ACS
RODDY. M.C.
L 3332s
BULL DOG. FR.
L 3335s
SIMILKAMEEN
OSOYOOS
MINING DIV.
MELROSE FR. M.C.
L 2566s
L 643s
WAR EAGLE M.C
L 3372s
GOLD CROWN No 2. M.C.
L 3532s
BLUE GROUSE
4 of



Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
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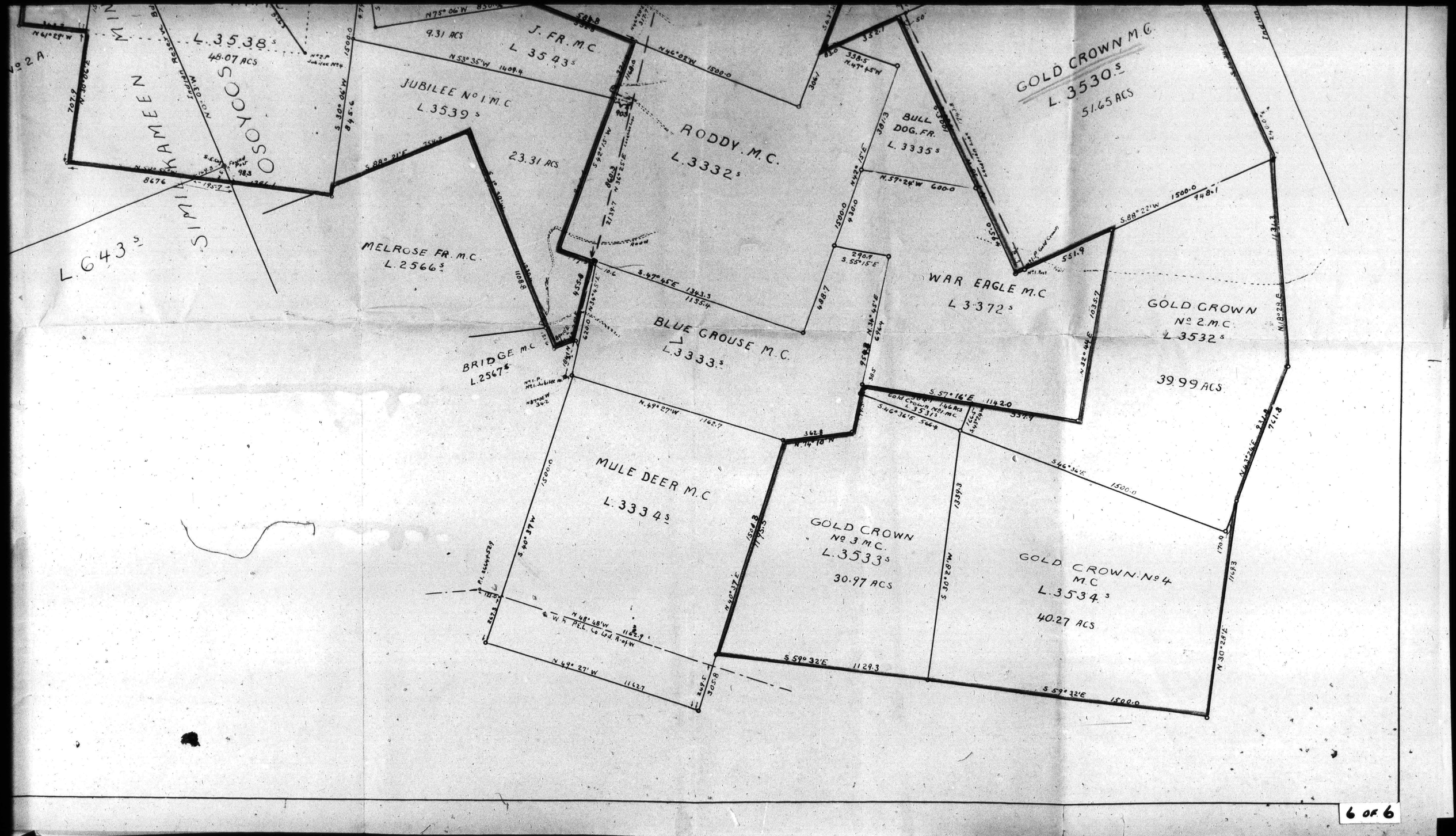

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PUBLIC ARCHIVES
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To The Department of Indian Affairs,
c/o James Coleman, Esq.,
Indian Agent,
Vernon, B.C.

Hedley Chief Mines Limited (N.P.L.), being the recorded owner of a certain Mineral Claim known and described as "Gold Crown" Mineral Claim, located on Upper Similkameen Indian Reserve No. 2, near Hedley, British Columbia, HEREBY APPLIES for a permit to prospect and work the said Mineral Claim. The area of the said Mineral Claim is 51.65 acres, and with this application is delivered a map prepared by Alfred Cummings, British Columbia Land Surveyor, showing the boundaries of the said claim and its relation to Upper Similkameen Indian Reserve No. 2 and No. 2 A. Cheque for $26.00 to cover the first year's rental accompanies this application.

DATED at Vancouver, B.C., this 15th day of December 1937.

HEDLEY CHIEF MINES LIMITED (N.P.L.)

Per _____
Secretary.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Okanagan Indian Agency,
Vernon, B.C.,
December 22, 1937.

Sir,-

I enclose herewith an application received from the Hedley Chief Mines, Ltd., for an interim mining lease on Upper Similkameen I.R.No.2 for the Gold Crown Mineral Claim, having an area of 51.65 acres @ 50¢ per acre, the land being almost entirely rocky hillside. I also enclose a survey of the land in question. The first year's rental of $25.85 has been paid and will be forwarded with the Receiver-General Payments on the 31st instant.

I would recommend approval of the application.

Your obedient servant,

Enclosures:-

Hold case
A mining lease
for forwarding

(Jas. Coleman).
Indian Agent.

JC/HM.

R

The Secretary,
Indian Affairs Branch,
Ottawa.

Department of Mines & Resources
Indian Affairs Branch.
DEC 27 1937
RECORDS

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
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CANADA

File No. 18164-21

Credit Advice

MEMO. Mr Bailey

Jan. 7th 1938.

The following remittance has been received from

Indian Agent James Coleman at Okanagan

and recorded in the Official Cash Book. Folio

Amount $ 25.85

Agency Receipt No. 40995 dated Dec. 22/37.

Payer Hedley Chief Mines Ltd. on account of Rental for Mining Lease

Lease Susp. 276.

Mr. McCrimmon

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F.18164-21

Ottawa. Dec.29th.1937.

Memorandum.

F.H.Peters.Esq.
Surveyor General.

Recently several mining claims have been registered here,which are located on the Upper Similkameen Reserve No.2 in the Okanagan Agency,B.C.and I shall be pleased if you will kindly supply this branch with a white print plan of this reserve,on as large a scale as possible.

Superintendent
Reserves & Trusts
C.C.Parker.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

ADDRESS REPLY TO
HYDROGRAPHIC AND MAP SERVICE

QUOTE FILE 21603

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
SURVEYS AND ENGINEERING BRANCH

Labelle Building,
OTTAWA

January 5, 1938.

C.C. PARKER, ESQ.,
Superintendent of Reserves and Trusts,
Indian Affairs Branch,
Department of Mines and Resources,
O T T A W A .

Memorandum:

The blue-print from Tracing #17 requested on 29th December, your file 18164-21, is attached. A new plan of this reserve will be made as soon as possible, as the area given on this plan and in the schedule appears to be incorrect. A copy will be supplied to you as soon as it is prepared.

J. S. Nock
for Surveyor General, and
Chief, Hydrographic Service.

Encl.

WRW/MMcD

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Jan.10th.1938.

Sir:-

In reference to your letter of Nov.5th. last in which you sent rental of $130.00 covering certain mining claims (Surface rights) held by Hedley Amalgamated Gold Mines on the Chuchuwayha Reserve No.2 I desire to draw your attention to the fact that this company have omitted to pay the rental due on the road allowance and camp site,amounting to $67.00 connected with the said claims.You are therefore requested to collect this amount immediately and also have the company file a proper survey plan of the road allowance and the camp site,so that it can be plotted on the official plan of the reserve.

The previous meander sketch which they submitted with their original application is not satisfactory.

Please give this matter your immediate attention.

Yours very truly,

Secretary.
T.R.L.MacInnes.

James Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

R

Department of Mines & Resources
Indian Affairs Branch
JAN 25 1938
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Okanagan Indian Agency,
Vernon, B.C.,
January 20, 1938.

File U.S.2-19-5.

Your File 18164-21.

Sir,-

Replying to your letter of the 12th instant regarding the fact that no rentals have been collected on various mineral claims on Upper Similkameen I.R.No.2, I would advise that no work has been done on these claims and consequently no occupation or disturbance of the surface, the Hedley Chief Mines Ltd. evidently desiring to follow the usual procedure of testing the possibilities of one claim before investigating the others. I assumed that until such time as some development commenced that rentals could not be demanded, this view being indicated in your letter of June 13th, 1934, (File 18164-5), in reference to the application of Mr.G.N.Gartrell covering land on Okanagan I.R.No.1 in which you state "it is therefore suggested that Mr.Gartrell make formal application for an interim mining permit to cover the definite area on which this development work is proposed". Also vide paragraph two of your letter of August 29, 1933, (File 18164-21). Also I took up this specific question in my letter to the Department dated May 18, 1934, with regard to an operator recording several claims on a Reserve and doing all the work on one and whether in such cases the Department required rental for the whole, but so far appear to have received no reply to same.

This particular instance would indicate the necessity of a ruling on the subject. The main objection to the grouping of several claims with payment of rentals on only one is that it would thereby prevent other operators from securing claims that might be worked and prove a source of revenue. On the other hand the operator is confined to a comparatively short time under an interim lease in which to decide whether he has anything worth while developing into a producing mine and there are advantages in not having a number of small operators tearing up the surface of a Reserve entirely on speculation.

I might add at this time that the opinion of the local Gold Commissioner is that insofar as precious metals are concerned that as they are governed by the old Order-in-Council that we have no right to demand a payment of $5.00 for a permit to prospect for precious metals as the Order-in-Council does not provide for the collection of same. This would also of course apply to issuance of an "interim permit" under such circumstances.

Your instructions will be appreciated.

JC/HM.

Your obedient servant,

Jas. Coleman

(Jas.Coleman).
Indian Agent.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

EXD.

Jan.12th.1938.

Sir:-

In reference to your letter of the 22nd.ult.enclosing survey of certain mining claims on the Chuchuwayha Reserves Nos.2 and 2a (Upper Similkameen) I wish to draw your attention to the fact that you have neglected to collect any rentals for the following mining claims which appear on this survey plan:-

Sky Line.....	51.65	acs.	Queen No.1....	37.11	acs.
Big Chief No.1	47.85	acs	" No.2...	48.06	"
" " No.2	51.65	"	Star.....	48.07	"
Jubilee Fra	9.31	acs	Vulcan.....	1.76	"
" No.1	23.31	"	Mint Fra.....	.78	"
" No.2	27.52	"	Big Chief....	29.70	"
" No.3	20.12	"	Tipperary....	35.00	approx
" No.4	23.83	"	Gold Crown Fra	37.46	acs
Bull Dog.....	10.00	approx	Gold Crown No.2	39.99	"
War Eagle....	30.00	"	" " No.3	30.97	"
Mule Deer ...	50.00	"	" " No.4	40.27	"

No surface rights have yet been granted by the Department for any of the above mining claims,and I have therefore to request you to give this matter your immediate attention.

Yours very truly,

Secretary.
T.R.L.MacInnes.

James Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Jan.26th.1938.

E'D.

Sir:-

In reference to your letter of the 20th.inst.No.U.S.2-19-5 regarding mining claims on the Chu-chu-wayha Reserves Nos.2 and 2 a,I have to state that the only claims that are registered here,are those on which the surface rights have been granted by interim permit, and on which rental has been paid at the rate of 50 cents per acre.

You should therefore inform the Hedley Amalgamated Gold Mines or any other interested party that if they desire proper protection for their mining rights on an Indian Reserve,they must also take out a lease of the surface rights.

Yours very truly,

Secretary.
T.R.L.MacInnes.

James Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164-21

Credit Advice

MEMO

Feb. 5th 1938.

The following remittance has been received from

Indian Agent James Coleman at Okanagan

and recorded in the Official Cash Book. Folio

Amount $ 90.75

Agency Receipt No. 41015 dated Jan. 28th/38.

Payer Hedley Amal. Gold Mines Ltd on account of Rental

Mining Acct. 4.

Mr. McLennan

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Feb.8th.1938.

Sir:-

You were notified in letter of Jan.10th. last to collect immediately from the Hedley Amalgamated Gold Mines Ltd.rental for camp site and road allowance on the Chuchuwayha Reserve (Upper Similkameen) No.2 as this rental is now two years in arrears.

Rental for 1935-36 amounting to $67.00 was paid on July 27th.1935,but so far no rental has been collected by you for the years 1936-37 or 1937-38.This rental is payable in advance on Oct.28th.of each year,and you are requested to see that the rental now payable,amounting to $134.00 is paid immediately.

Yours very truly,

Secretary.
T.R.L.MacInnes.

James Coleman Esq.
Indian Agent
Vernon, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Hedley, B.C.,
Feb. 2nd 1938

Department of Indian Affairs,
Ottawa, Ontario.

Gentlemen:-

R

Kindly note that I am holder of Prospector's Permit No 25, dated May 14th 1937, for prospecting on the Upper Similkameen Indian Reserves Nos. 2 and 2A., and also holder of Free Miners' Certificate No 5444-E.

I have located the "May Group" of mineral claims on the Indian Reserve about three miles West of the town of Hedley. The ore on the claims carries values in gold and silver, and also have a lead and zinc content. I would appreciate being advised by your Department as to the regulations in effect regarding the shipment of ore from Indian Reserves which carries a percentage of the base metals in addition to the gold and silver content.

Yours truly,
Fred B. Lyon

Department of Mines & Resources
Indian Affairs Branch.
FEB 7 1938
RECORDS

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Feb.10th.1938.

Sir:-

EX'D.

In reply to your letter of the 2nd. inst.advising that you have located several mineral claims on the Upper Similkameen Reserves Nos.2 and 2A I have to state that it will be necessary for you to submit a survey plan of these claims and apply for a lease from the Department of the surface rights,before any active mining operations are undertaken.

When you receive such lease,and ship out ore having a base metal content,it will be necessary for you to file with the Department a certificate from the smelter showing the actual content by smelter test of the lead and zinc that is associated with the precious metals.

Yours very truly,

TRLM

Secretary.
T.R.L.MacInnes.

Fred B.Lyon Esq.
Hedley. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C
o
p
y.

Vernon, B.C.,
February 15, 1936.

Re Hedley Amalgamated Gold
Mines Limited.

Dear Sir:-

Replying to your letter of the 10th instant in reference to my request for arrears of rental and plan of right-of-way to various mineral claims on Upper Similkameen I.R.No.2, I would advise that there is evidently some confusion in what the Department refers to in regard to the right-of-way.

There were two separate groups of claims covered by leases, in addition to the mill site. The first of these Lots 18643 to 18693 and 18713 to 18733 comprising 260.295 acres for which the Company are paying $130.00 per annum rental. At the time of making application for this lease they also applied for camp-site of 11 acres which it transpired later was an error and should have been 1.1 acres and 2.4 acres for a road allowance. The first rental submitted was:-

2.4	acres	road allowance @ $5.00.....	$12.00,
11.0	"	camp-site @ $5.00.....	55.00,
260	"	mineral claims @ 50¢.....	130.00.
			197.00

so it was evident that they overpaid $49.50 in respect to the camp-site. However, the Department required a survey of the camp-site and road allowance as the plan forwarded to me on 8th April, 1935, showed a traverse by a dotted line but no distances or bearings and it was impossible to plot this on their maps. Incidently the road allowance acreage stated on this plan was 6.8 acres instead of 2.4 which if correct would again revise the rental quoted above. The map also showed a reconnaissance for a future road of 9.2 acres. It is this survey that is required and to which I referred to in my correspondence, and meanwhile the Department is holding $67.00 for the first year's rental and require the balance due since on whatever adjustment is indicated by survey. Lacking definite information along these lines they did not include these areas in Lease 205 covering this group.

The other group to which you refer and covered by Lease No.275 covers Lots 33303 to 33338 and does include road allowance of 2.94 acres and a right-of-way for 1.81 acres and is all in order.

I trust this explanation makes the matter clear and that I may be favoured with the desired information at an early date as the Department is pressing for a settlement.

JC/MM.

Yours truly,

R.P.Brown, Esq., B.C.L.S.,
Box 136,
Penticton, B.C.

(Jas.Coleman).
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
February 15, 1938.

EX'D

Department of Mines and Resources
Indian Affairs Branch.
FEB 19 1938
RECORDS

Your File 18164-21.

Sir,-

Replying to your letter of the 8th instant, I would advise that I have been in correspondence with the Medley Amalgamated Gold Mines Limited regarding rentals and enclose copy of my letter to their Surveyor, Mr.Brown, setting out the matter, as he took exception to my request for a right-of-way plan. This letter will show how the matter stands and it will be observed that when it is finally straightened up that your figures will require modification for the reason that they erroneously stated the camp-site to be 11 acres instead of 1.1 acres and also probably understated the acreage required for the right-of-way. As a re-survey of the right-of-way may be necessary to determine the exact acreage it may not be possible to make collection immediately.

Your obedient servant,

Enclosure:-

James Coleman

JC/MM.

(Jas.Coleman).
Indian Agent.

The Secretary,
Indian Affairs Branch,
O t t a w a.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Hedley, B.C.;
Feb. 19th 1938

J. R. L. MacInnis, Esq., Secretary,
Indian Affairs Branch
Dept. Mines & Resources
Ottawa.

Your file No. 18164-21

Dear Sir,-

Re-my Mineral Claims on the Upper Similkameen Indian Reserves No. 2 & 2A

I wish to thank you for the information contained in your letter of the 10th inst.

Referring to the second paragraph of your letter. Would you kindly advise me further as to what Royalty would be collected, calculated on a percentage basis of the lead and zinc content of the ore. At least, however, I would like to have an approximation of the Royalty which would have to paid to your Department on the lead and zinc content, so as I would be in a position to make a fairly close estimate of the net value of a ton of ore.

Thanking you in advance for furnishing this information, I am,

Yours truly,

Fred B. Lyon

Dept. of Mines & Resources
Indian Affairs Branch.
FEB 24 1938
RECORDS

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

March 5th.1938.

Sir:-

H.Y'D.

In reply to your letter of the 19th,ult.making inquiry as to the rate of royalty on lead and zinc extracted from ore taken from an Indian Reserve,I have to state that such rate has not yet been definitely established,but it would not likely exceed 10% of the value of the baser metals.

No useful purpose is achieved by a discussion of this subject until you have registered a lease of the surface rights of your mining claims,with the Department.

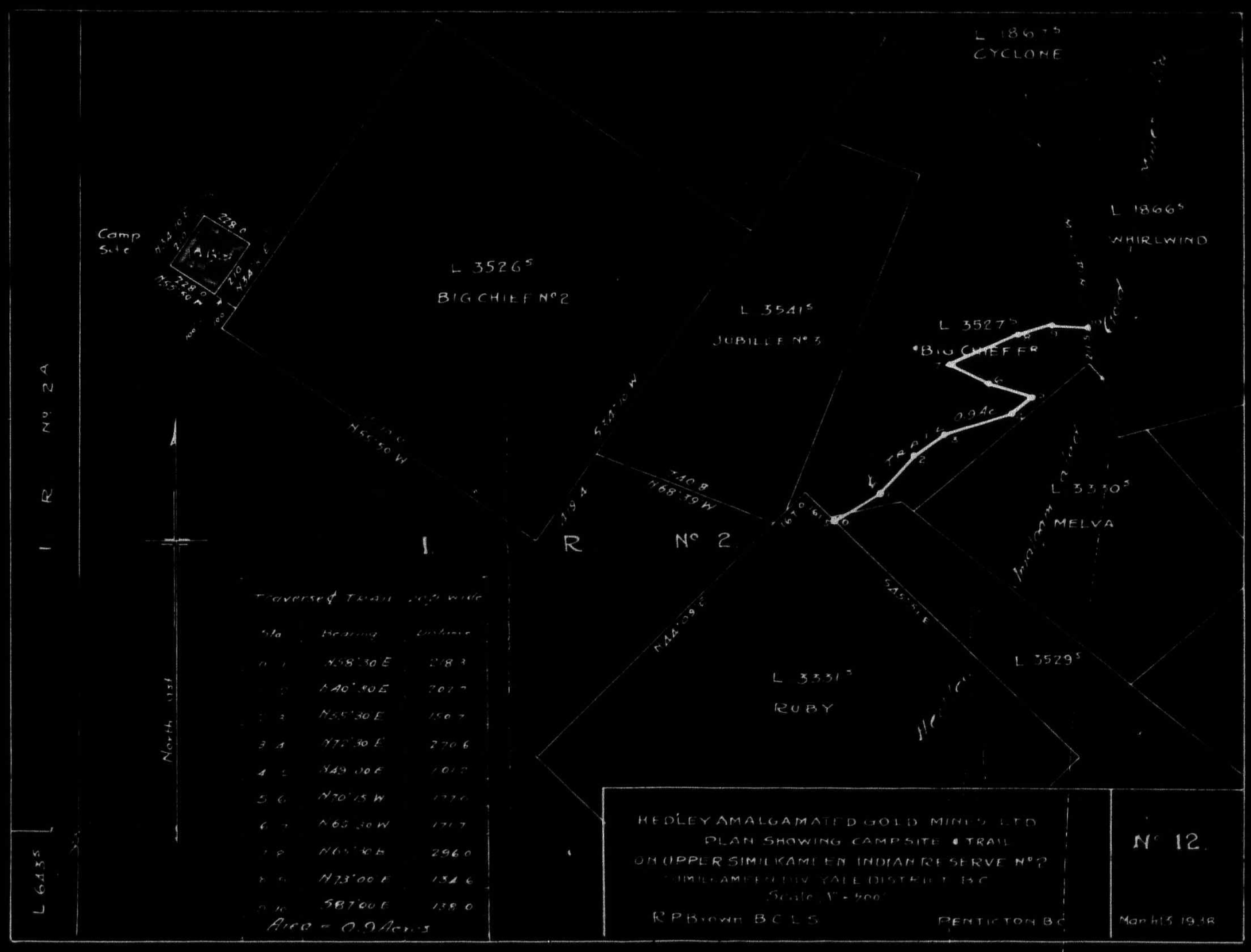
Yours very truly,

For Secretary.

Fred B.Lyon Esq.
Hedley. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
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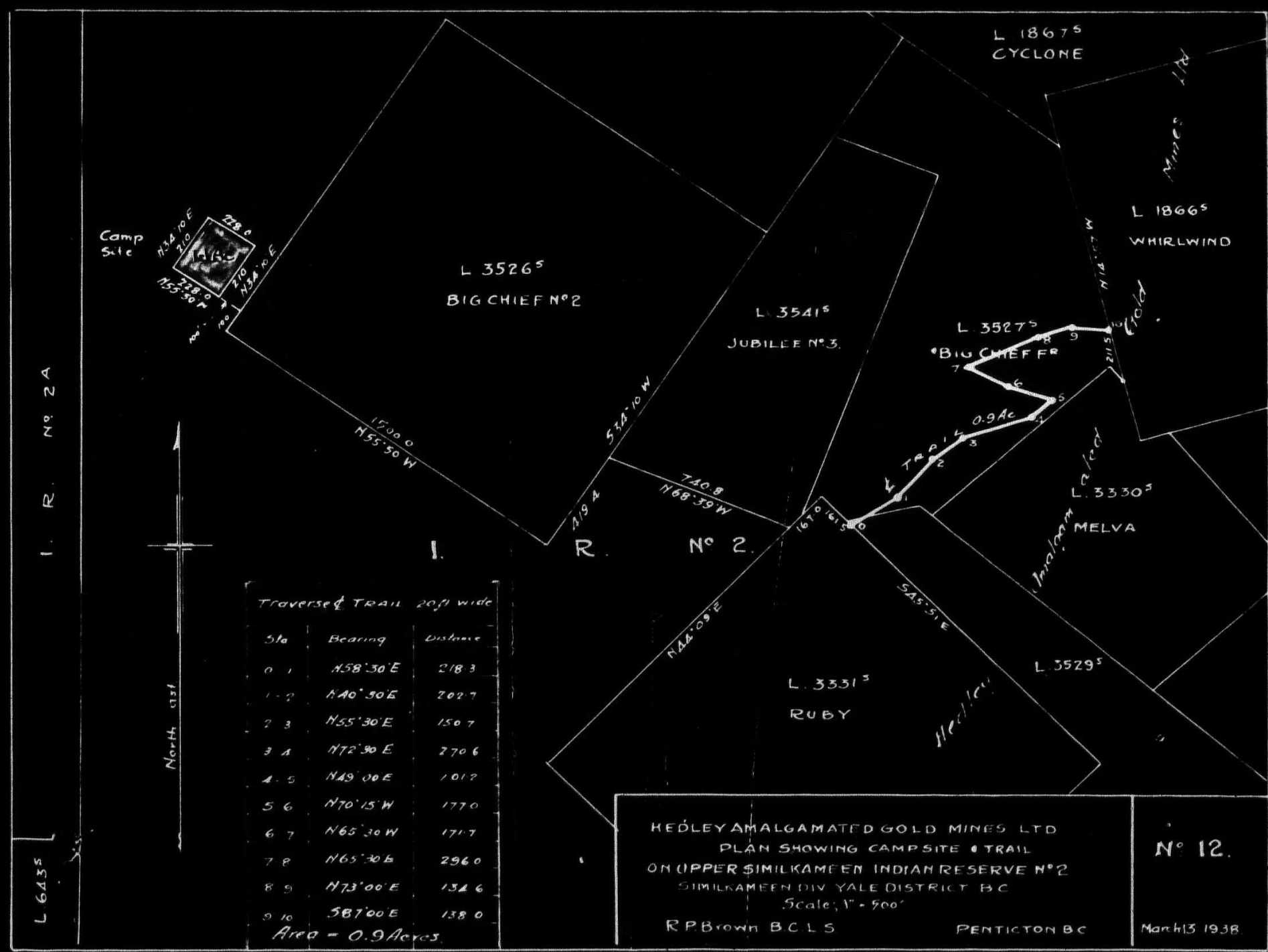
CANADA



Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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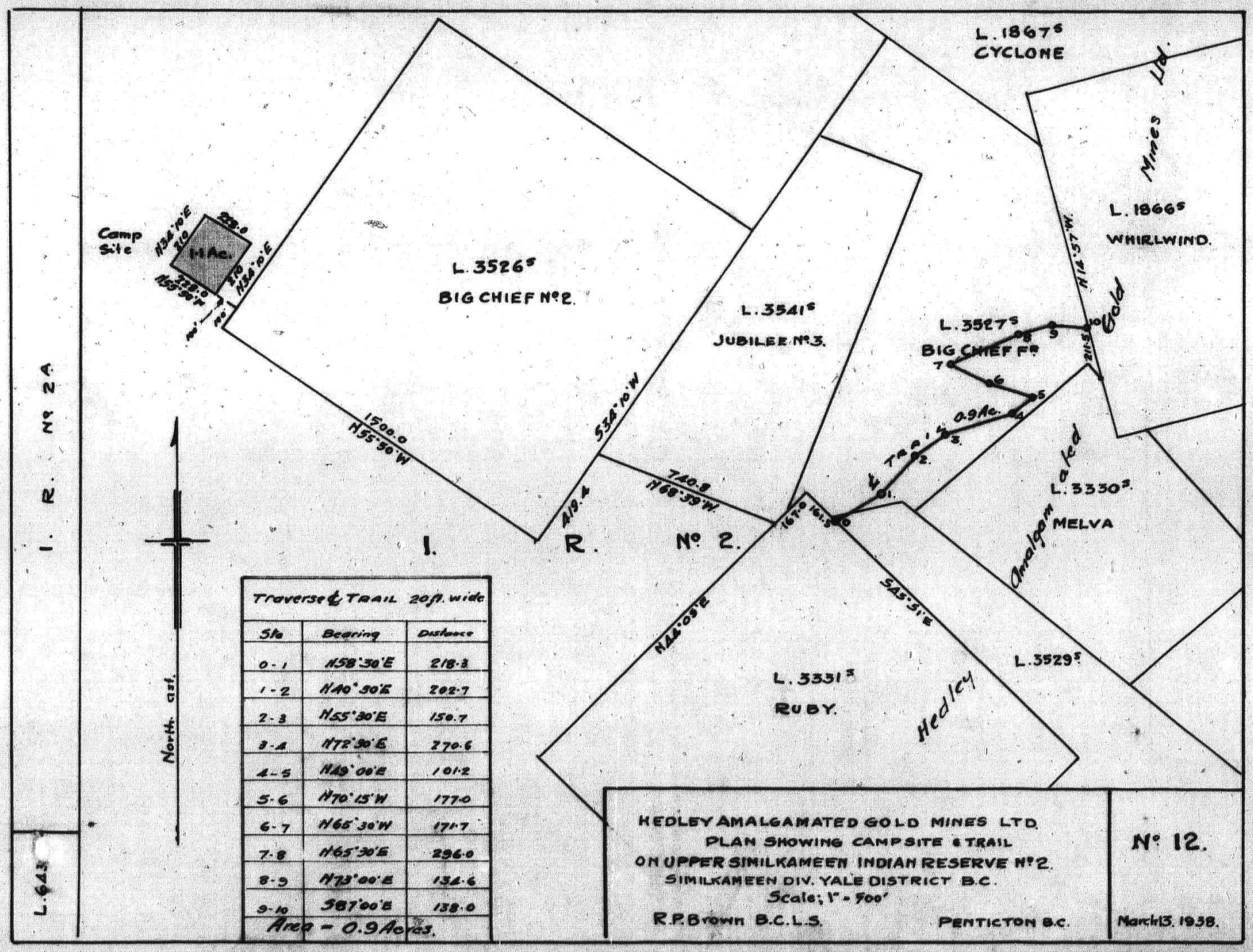
CANADA



Traverse & TRAIL 20 ft. wide		
Sta	Bearing	Distance
0-1	N58°30'E	218.3
1-2	N40°30'E	202.7
2-3	N55°30'E	150.7
3-4	N72°30'E	270.6
4-5	N49°00'E	101.2
5-6	N70°15'W	177.0
6-7	N65°30'W	171.7
7-8	N65°30'E	296.0
8-9	N73°00'E	134.6
9-10	S87°00'E	138.0
Area - 0.9 Acres.		

HEDLEY AMALGAMATED GOLD MINES LTD.
PLAN SHOWING CAMPSITE & TRAIL
ON UPPER SIMILKAMEEN INDIAN RESERVE No 2.
SIMILKAMEEN DIV. YALE DISTRICT B.C.
Scale: 1" = 500'
R.P. Brown B.C.L.S. PENTICTON B.C.

No 12.

March 13. 1938.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Phone 385
R. F. BROWN, B.C.L.S.

Box 136
PENTICTON, B.C.

March 18th. 1938.

INDIAN AGENT'S OFFICE
MAR 21 1938
VERNON, B. C.

James Coleman Esq.,
Department of Indian Affairs,
Vernon B. C.

Dear Sir;-

Your File B. S. 2-19-2
Hedley Amalgamated Gold Mines Ltd.

I enclose herewith tracing and two blue prints showing the location of Campsite and also of the Trail giving access between the Ruby and Whirlwind mineral claims.

These two parcels, amounting to 2.0 acres should have been included in the Lease No. 205.

In so far as the Company are concerned this 2.0 acres together with the ground now under lease from your Department covers all ground on Upper Similkameen I. R. No. 2 on which the Company are interested in, all their operations are within the territory described by the Leases
Lease No. 205;- covering 260.295 acres of mining claims,
Lease No. 275;- covering133.86 acres of mining claims with 4.75 acres of right of way for Road and Power Line.
Lease dated 22nd February 1937:- covering 21.8 acres for millsite.
to which add the 2.0 acres as shown on plans herewith.

Your letter dated 15th February 1938, which refers to a map signed by Mr. McConachie and showing traverse by dotted line and reconnaisance for future roads, this should never have been presented to you as it was all for future operations as then planned.

Late in 1935 the developement had reached a point which made it necessary to drive a low level tunnel from the Ruby mineral claim, so these proposed roads were not required, as the whole picture had changed.

It appears that rental on Campsite and Trail should have been paid 1936, 1937 & 1938, this is three years at $10.00 per year, Total $30.00
In the first payment by the Company the sum of $67.00 was paid over and above the rental due on Lease No. 205; this leaves a balance due the Company of $37.00.

Yours faithfully,
R. F. Brown
B. C. L. S.

ENCLS.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Department of Mines and Resources
Indian Affairs Branch.
APR 16 1938
RECORDS

R

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Okanagan Indian Agency,
Vernon, B.C.,
April 11, 1938.

File U.S.2-19-2.

Sir,-

I enclose herewith a tracing and blue print submitted by the Hedley Amalgamated Gold Mines Ltd. regarding the trail and camp-site referred to in your letter of the 10th January, File 18164-21, together with an accompanying letter from Mr.R.P.Brown who represents their interests in this locality, and which is self-explanatory.

This will require some revision in connection with Mining Permit No.U.S.No.1, 18164-21, the first rental submitted being:-

2.4 ac.	road allowance @ $5.00	$12.00,
11.0 "	campsite @ $5.00	55.00,
260. "	mineral claims @ 50¢	130.00,
		197.00.

In view of the fact that the 11.0 acres camp site was an error and should have been 1.10 acres @ $5.00 = $5.50, and the road allowance is now found to be 0.9 acres @ $5.00 = $4.50, thus the annual rental should have been:-

0.9 ac.	road allowance @ $5.00	$4.50,
1.1 "	camp site @ $5.00	5.50,
260. "	mineral claims @ 50¢	130.00,
		$140.00

or $57.00 less than paid in on the first year's rental and from this would have to be deducted sufficient to cover the rental on the road and camp-site for the years ending October 28, 1937 and 1938, a total of $20.00, leaving a balance of $37.00 still due the Company.

As the above Mining Permit does not include this camp-site, etc. I would suggest a separate lease for these items back dated to October 28, 1935, if it is not desired to call in and amend Mining Permit No.U.S.No.1, dated October 28, 1935.

Trusting this clears up the situation satisfactorily.

JC/HM.

Your obedient servant,

(Jas.Coleman).
Indian Agent.

Enclosures:-

The Secretary,
Indian Affairs Branch,
O t t a w a.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EX'D.

REVENUE

The Hedley Amalgamated Gold Mines now occupy the following lands on the Upper Similkameen Reserve:-

1. Lease of a mill site covering 21.8 acs.

2. Permit to occupy a camp site of 1.1 acs Rent $5
   " " to use and occupy road allowance of .9 acs rental $4.50.
3. Mining Permit No.US 2A covering 133.86 acs.and comprising Melva,Ruby,Roddy and Blue Grouse claims together with 4.75 acs of road and power line.
4. Mining Permits No.US 1 comprising a total of 260.95 acs.consisting of nine mineral claims.

H. Pury

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 18541-E

Date May 31, 1937.

Province British Columbia

Agency Okanagan

Date May 14, 1938.

To whom it may concern:

Permission is hereby given to Fred B. Lyon

of the town of Hedley

in the County of Yale

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Upper Similkameen Indian Reserves Nos. 2 and 2a, Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

Form No. 330

(Jas. Coleman).

Indian Agent

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S. 2-19.

Okanagan Indian Agency,
Vernon, B.C.,
May 16, 1938.

EX'D.

Department of Mines & Resources
Indian Affairs Branch.
MAY 20 1938
RECORDS

Dear Sir:-

I enclose herewith duplicate of Prospector's Permit No.32 issued to Mr.Fred B.Lyon to prospect for mineral deposits on Upper Similkameen I.R.Nos.2 and 2a.

The Recording Fee of $5.00 has been paid and will be forwarded with the Receiver-General Payments going forward to-day.

Your obedient servant,

Enclosure:-

(Jas.Coleman).
Indian Agent.

/HM.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

[redacted]E OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-5.

Okanagan Indian Agency,
Vernon, B.C.
June 22, 1938.

Mines & Resources
Indian Affairs Branch.
JUN 28 1938
RECORDS

R2

Your File 18164-21.

L35-30S

Sir,-

With reference to my letter of the 22nd December last enclosing an application from the Hedley Chief Mines Ltd., for an interim mining lease on Upper Similkameen I.R.No.2 for the Gold Crown Mineral Claim and for which rental in the sum of $25.85 was forwarded to the Department on December 31st, I would appreciate receiving Mining Lease (Form 326), if the application is now in order.

Your obedient servant,

(Jas.Coleman).
Indian Agent.

/HM.

The Secretary,
Indian Affairs Branch,
O t t a w a.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Rec'd to yfb

18164-21

June 30th.1938.

Sir:-

In reply to your letter of June 22nd.regarding the application of Hedley Chief Mines Ltd. for an interim mining lease of claim No.L 35308 comprising 51.65 acs.on the Upper Similkameen Reserve No.2,I have to state that such permits are now no longer being issued,owing to the fact that Parliament has recently passed an amendment to the Indian Act which materially alters the original Mining Regulations under which such permits were granted.

In due course a lease of the surface rights only,will be granted,but in the meantime you may assure Hedley Chief Mines Ltd.that this claim has been recorded on our official plan in their name.

Yours very truly,

TRLM

Secretary.
T.R.L.MacInnes.

Jas.Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

R

CE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
June 22, 1938.

Department of Mines & Resources
Indian Affairs Branch.
JUN 29 1938
RECORDS

Your File 18164-21.

Sir:-

With reference to my letter of the 11th April, regarding rental for the trail and camp-site of the Hedley Amalgamated Gold Mines, Ltd., on Upper Similkameen I.R.No.2, I would advise that the Company are pressing me for a completion of this matter as they are anxious to make an audit of their accounts and are unable to do so while the question of the $37.00 balance is still undecided.

Your obedient servant,

(Jas. Coleman).
Indian Agent.

JC/HM.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

July 2nd.1938.

Sir:-

In reply to your letter of June 22nd.No. U.S.2-19-2 I have to state that the account of Hedley Amalgamated Gold Mines Ltd. shows a credit balance of $37.00,representing an over-payment on account of rental of camp site and road allowance on the Upper Similkameen Reserve.

Youre very truly,

Secretary.
T.R.L.MacInnes.

Jas.Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

R

PLEASE QUOTE
FILE U.S.2-19-5.

Rec'd Dec 6

Okanagan Indian Agency,
Vernon, B.C.,
November 25, 1938.

Your File 18164-21.

Sir:-

I would refer the Department to their letter of June 20th last in which it is stated that interim mining leases are no longer being issued owing to the fact that Parliament has recently passed an amendment to the Indian Act which materially alters the Mining Regulations.

However, in order that our records may correspond with those kept by the Department, it will be appreciated if you will advise me of the term covered by rental of $25.85 paid on December 22, 1937, by Hedley Chief Mines Ltd., on their claim on Upper Similkameen I.R.No.2.

Your obedient servant,

year 1938

(Jas.Coleman).
Indian Agent.

/HM.

The Secretary,
Indian Affairs Branch,
O t t a w a.

Department of Mines & Resources
Indian Affairs Branch.
NOV 29 1938
RECORDS

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Okanagan
Acct #211
Journal
29.3.39
M.

18164-21.

FX'D.

Ottawa, December 1st, 1938.

Dear Sir,-

In reply to your letter of November 25th regarding mining claim on the Upper Similkameen Reserve No. 2 held by Hedley Chief Mines Limited, I wish to advise that the annual rental of $25.65, which was paid on December 22, 1937, covered the period January 1st to December 31st, 1938.

Yours very truly,

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

James Coleman, Esq.,
Indian Agent,
Vernon, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

3512 Pt. Grey Rd.
Vancouver, BC.

Indian Agent
Vernon. BC.

Dear Sir -

On April 17 1936 I made application and deposited with your dept. $8.50 (receipt enclosed) for an Interim Lease on Melva Fr. M.C. Hedley BC.

This application was never granted and I am writing to ask you to kindly return the $8.50 deposited for same

Yours truly.
R. D. Affleck

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
January 10, 1939.

Dept. File 18164-21.

Dear Sir:-

I enclose herewith application of R.D.Affleck for a refund of $8.50 paid on an interim mining lease, Melva Fraction, on Upper Similkameen I.R.No.2, and forwarded to you on April 30, 1936.

It was found that this ground had been previously recorded in another mining district by the Hedley Amalgamated Gold Mines, Ltd. who established their precedence and eventually secured a lease covering the property and consequently no lease was ever issued in Mr.Affleck's favour.

Your obedient servant,

Enclosure:-

(Jas.Coleman).
Indian Agent.

JS/HM.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE U.S.2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
January 10, 1939.

Dept. File 18164-21.

Department of Mines & Resources
Indian Affairs Branch
JAN 14 1939
RECORDS

Dear Sir:-

I enclose herewith application of R.D.Affleck for a refund of $8.50 paid on an interim mining lease Melva Fraction, on Upper Similkameen I.R.No.2, and forwarded to you on April 30, 1936.

It was found that this ground had been previously recorded in another mining district by the Hedley Amalgamated Gold Mines, Ltd. who established their precedence and eventually secured a lease covering the property and consequently no lease was ever issued in Mr.Affleck's favour.

Your obedient servant,

Enclosure:-

(Jas.Coleman).
Indian Agent.

JE/HM.

The Secretary,
Indian Affairs Branch,
Ottawa.

$8.50 rec'd May 9. '36
No permit issued as agent then reported that priority of recording was in dispute.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21.

Ottawa, January 17th,1939.

EX'D.

Sir,-

In reply to your letter of January 10th enclosing application from R. D. Affleck for refund of $8.50 which he paid in 1936 as rental for Melva Fractional Mining Claim on the Upper Similkameen Reserve No. 2, you should requisition in triplicate for refund of this amount in favour of Mr.Affleck.

The reason why no permit was ever issued to Mr. Affleck was on account of the dispute with the Hedley Amalgamated Gold Mines Ltd. as to priority of record, but as you state this dispute has at last been settled, Mr. Affleck is entitled to this refund.

Yours very truly,

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

James Coleman, Esq.,
Indian Agent,
Vernon, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. I.A. 308
Regn. 7542

INDIAN OFFICE

Okanagan Indian Agency,
Vernon, B.C., January 26, 1939.

REQUIRED for the undermentioned, the sum of $ 8.50 *to be paid them as hereinafter specified, being rent received for leased land on the* Upper Similkameen No.2 *Indian Reserve, for the month of* April, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
----	R.D.Affleck	R.D.Affleck, 3512 Pt.Grey Road, Vancouver, B.C.	8	50			8	50

Note:- Above represents amount paid on an interim mining lease, Melva Fraction. Upper Similkameen I.R.No.2. Lease never granted as Hedley Amalgamated Gold Mines Ltd. established precedence in recording ground in another mining district. (Forwarded to Department April 30, 1936). File 18164-21

James Coleman
(Jas.Coleman) Indian Agent.

SUPERVISOR
FEB 1939
Indian Timber Lands

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. I.A. 388
Regn. 7542

INDIAN OFFICE

Okanagan Indian Agency,
Vernon, B.C., January 26, 1939.

REQUIRED for the undermentioned, the sum of $ 8.50 *to be paid them as hereinafter specified, being rent received for leased land on the* Upper Similkameen No.2 *Indian Reserve, for the month of* April, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
----	R.D.Affleck	R.D.Affleck, 3512 Pt.Grey Road, Vancouver, B.C.	8	50			8	50

Note:- Above represents amount paid on an interim mining lease, Melva Fraction. Upper Similkameen I.R.No.2. Lease never granted as Hedley Amalgamated Gold Mines Ltd. established precedence in recording ground in another mining district. (Forwarded to Department April 30, 1936). File 18164-21

(Jas. Coleman) Indian Agent.

SUPERVISOR
FEB 1939
Indian Timber Lands

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. I.A. 308
Regn. 7542

INDIAN OFFICE

Okanagan Indian Agency,
Vernon, B.C., January 26, 1939.

REQUIRED for the undermentioned, the sum of $ 8.50 *to be paid them as hereinafter specified, being rent received for leased land on the* Upper Similkameen No.2 *Indian Reserve, for the month of* April, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
----	R.D.Affleck	R.D.Affleck, 3512 Pt.Grey Road, Vancouver, B.C.	8.	50			8.	50

Note:- Above represents amount paid on an interim mining lease, Melva Fraction. Upper Similkameen I.R.No.2. Lease never granted as Hedley Amalgamated Gold Mines Ltd. established precedence in recording ground in another mining district. (Forwarded to Department April 30, 1936). File 18164-21

(Jas. Coleman) Indian Agent.

SUPERVISOR
FEB
Indian Timber Lands

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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OFFI[redacted] THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

JAN 31 1939
RECORDS

R

PLEASE QUOTE
FILE U.S.2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
January 26, 1939.

Re your File 18164-21.

Sir,

As requested in your letter of the 17th instant, I enclose herewith requisition for refund of $8.50 paid by Mr.R.D.Affleck in 1936 as rental for Melva Fractional Mining Claim on the Upper Similkameen I.R.No.2.

Your obedient servant,

Enclosure:-

(Jas.Coleman).
Indian Agent.

/HM.

Representative of the Treasury.
FEB 2 1939
INDIAN AFFAIRS.

The Secretary,
Indian Affairs Branch,
O t t a w a.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
50M—8-37

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

Representative of the Treasury
INDIAN AFFAIRS
FEB 7 1939

DEPARTMENT: Mines & Resources

BRANCH: Indian Affairs DATE: Feb.6th.1939

P. NO.
FYLE NO. 1816
TREAS. NO.

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE NO.	IN FAVOUR OF	AMOUNT
	R.D.Affleck 3512 Pt.Grey Road Vancouver, B.C.	$6.50

EXD.

STATE BELOW, WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT.

Refund of rental paid for Melva Fr.Mining Claim on Upper Similkameen Reserve No.2,such claim having been granted to Hedley Amalgamated Gold Mines Ltd.,who have paid the rental thereon. by R.D.Affleck

CHARGE TO
VOTE 4c 333 ENC. No.
ALLOTMENT
SUB-ALLOTMENT

I CERTIFY, THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

TREASURY OFFICE APPROVAL

DEPUTY HEAD

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Account 3

FX'D.

Ottawa, March 13, 1939.

Dear Sir,-

Mining Permit No. 1,
Okanagan Agency,
Hedley Amalgamated Gold Mines Ltd.

A remittance for $53.75, covered by Receipt No. 13755, was included in your Receiver General Returns for the period ending February 28th, 1939.

There is outstanding rental on the above mentioned account, in the amount of $103.00, and we presume that the remittance is for the credit of this account, and have applied it accordingly.

Kindly advise if the receipt has been credited to the proper account.

Yours truly,

L. W. McCutcheon,
Chief Treasury Officer.

Jas. Coleman, Esq.,
Indian Agent,
Vernon, B.C.

MM/EM

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
March 8, 1939.

Your File 18164-21.

Dear Sir:-

I beg to advise that I have received payment of $53.75 from the Hedley Amalgamated Gold Mines Ltd., which with a $37.00 credit this Company have with the Department at Ottawa (vide your letter July 2, 1938) will make a rental payment of $90.75 due on Lease No.275 on February 1, 1939. The above sum was forwarded with Sheet No.16, Receiver-General Payments on the 28th ultimo.

I would point out that this lease is a two-year permit which would expire on the 1st April under the old regulations and require a declaration to the effect that work to at least $1,000.00 had been performed.

This group of claims is that which recently became very notorious in connection with alleged salting operations resulting in conviction of two of the officials, prior to which work far in excess of our requirements was performed, without revealing any indications of ore sufficient to warrant expectation that work will proceed on the properties. It is my opinion that it is more than likely that the Company will either abandon these claims in the near future or transfer some of their interest to other more successful companies in the immediate neighbourhood.

Under the circumstances and particularly as our new Regulations are rather uncertain in respect to ownership of precious metals, I would recommend that the permit be renewed for a further one year period as from the 1st proximo and the rental accepted as tendered, if our regulations permit.

Your obedient servant,

(Jas. Coleman).
Indian Agent.

JC/HM.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch.
MAR 19 1939
RECORDS

R

PLEASE QUOTE
FILE U.S. 2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
March 8, 1939.

Your File 18164-21.

Dear Sir:-

I beg to advise that I have received payment of $53.75 from the Hedley Amalgamated Gold Mines Ltd., which with a $37.00 credit this Company have with the Department at Ottawa (vide your letter July 2, 1938) will make a rental payment of $90.75 due on Lease No.275 on February 1, 1939. The above sum was forwarded with Sheet No.16, Receiver-General Payments on the 28th ultimo.

I would point out that this lease is a two-year permit which would expire on the 1st April ~~t~~ under the old regulations and require a declaration to the effect that work to at least $1,000.00 had been performed.

This group of claims is that which recently became very notorious in connection with alleged salting operations resulting in conviction of two of the officials, prior to which work far in excess of our requirements was performed, without revealing any indications of ore sufficient to warrant expectation that work will proceed on the properties. It is my opinion that it is more than likely that the Company will either abandon these claims in the near future or transfer some of their interest to other more successful companies in the immediate neighbourhood.

Under the circumstances and particularly as our new Regulations are rather uncertain in respect to ownership of precious metals, I would recommend that the permit be renewed for a further one year period as from the 1st proximo and the rental accepted as tendered, if our regulations permit.

Your obedient servant,

Jas. Coleman

(Jas. Coleman).
Indian Agent.

JC/HM.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18164-21

Ottawa. March 15th.1939.

Dear Sir:-

With reference to your letter of March 8th.regarding the application of Hedley Amalgamated Gold Mines for renewal of their mining permit on the Chuchuwayha Reserve No.2, please forward an affidavit from this company showing that they have expended the sum of at least $1000 on each of the claims covered by their permit,during the past two years.

Yours very truly,

D.J.Allan
Superintendent
Reserves & Trusts.

James Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164-21

Credit Advice

M[illegible]D.

R March, 13th 1939

The following remittance has been received from

Indian Agent Jas. Coleman at Okanagan

and recorded in the Official Cash Book. Folio

Amount $ 53.75

Agency Receipt No. 13755 dated Feb. 18th/39.

Payer Hedley Amal. Gold Mines on account of Rental.

Mining Act. 3.

D.

For Treasury Branch.

Mr. McCrimmon

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1916-21.

Ottawa, March 17th, 1899.

PERMIT TO DEPUTY.

Messrs Bailey Gold Mines Limited have been granted a lease of a certain mineral claim on the Upper Shuswap Reserve No. 2, known as the "Gold Crown" claim, having an area of 51.65 acres, by the District Gold Commissioner, prior to August 31st, 1898.

An amount the current annual rental at the rate of 50 cents per acre, amounting to $25.85 has been paid.

Permission is hereby given to use and occupy the said land for mining development purposes only, during the term of the aforesaid mineral lease, dating from the First day of January 1898, provided the annual rental of $25.85 is paid in advance each year.

Director of Indian Affairs.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Reg'd to note.

F.18164-1

MKanagan
Acct #211
Journal
29.3.39

Ottawa. March 20th.1939.

Dear Sir:-

I enclose herewith in duplicate, Permit to Occupy the "Gold Crown" mineral claim on the Upper Similkameen Reserve No.2 in favor of Hedley Chief Mines Ltd.the original of which you may send to the permittee after you have collected the rental of $25.85 for the present year,and the duplicate copy to be retained in your office.

This form of authority is being used in lieu of lease form,pending a decision as to the ownership of minerals on Indian Reserves in the province of British Columbia.

Yours very truly,

D.J.Allan
Superintendent
Reserves & Trusts.

Jas.Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 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 U.S.2-19-2.

Mr. McCauslin

Okanagan Indian Agency,
Vernon, B.C.,
March 18, 1939.

Your File 18164-21--Account 3,
Hedley Amalgamated Gold Mines Limited.

Sir,-

With reference to your letter of the 13th instant, I would advise that the above-mentioned matter was dealt with in my letter of the 8th instant.

As stated therein, the payment in question should be credited to a renewal of Mining Permit dated 31st March, 1937, the annual rental being $90.75.

Yours truly,

(Jas. Coleman).
Indian Agent.

/HM.

The Representative of the Treasury,
Dept. of Mines and Resources,
O t t a w a.

MAR 21 1939
INDIAN AGENT

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Account 3

Ottawa, March 29, 1939.

EXD.

Dear Sir,-

Mining Permit No. 1,
Hedley Amalgamated Gold Mines Ltd.,
Okanagan Agency.

In your letter of March 8th last, you advised that the $53.75 forwarded with your Receiver General Returns for the period ending February 28th last, and covered by Receipt No. 13755, was for the credit of Lease No. 275.

We have no record, nor have the Indian Affairs Branch, of the Hedley Amalgamated Gold Mines Limited having a Lease which is numbered 275, and it would appear that you are confusing the rental that was due on Mining Permits Nos. 1 and 2.

The credit of $37.00 referred to in your letter, was on Mining Permit No. 1, Account 3, and, when the instalment of rental due January 1st, 1939, was transferred, there were arrears outstanding of $103.00. On receipt of the remittance for $53.75, we presumed that it was for the credit of this account and credited it accordingly, as it was the only account on which the Hedley Amalgamated Gold Mines Limited owed rental.

Mining Permit No. 2, Account 4, is for a period of two years from March 31st, 1937, the annual rental being $90.75, and is paid to the date of expiry.

There is outstanding rental on Account No. 3, Mining Permit No. 1, in the amount of $41.25, and it would be appreciated if you could arrange to collect this rental at an early date.

Yours truly,

L. W. McCutcheon,
Chief Treasury Officer.

Jas. Coleman, Esq.,
Indian Agent,
Vernon, B.C.

MM/EM

B.F. 23-4-39

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

STATUTORY DECLARATION

DOMINION OF CANADA,

COUNTY OF.....

To WIT:

In the matter of MINING PERMIT, LEASE NO. 275

COVERING THE "RUBY GROUP OF MINERAL CLAIMS

ON CHUCHUWAYHA RESERVE NO. 2

I, ROBERT P. BROWN

of the Penticton in the Province of British Columbia in the

County of Yale

Do solemnly declare that

The sum of $1000.00 has been expended in developement work on the above named Lease during the last two years.

100 feet winze and 150 feet drifting.

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 Penticton

in the County of Yale

this 29th day of March 1929

R. P. Brown

DEPT. FORM No. 807.

D. N. Pruet

A Commissioner for taking affidavits within the Province of British Columbia.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S .2-19-2.

Okanagan Indian Agency,
Vernon, B.C.,
April 12, 1939.

Department of Mines & Resources
Indian Affairs Branch
APR 21 1939
RECORDS

Your File 18164-21.

Dear Sir:-

As requested in your letter of the 15th ~~ultimo~~, I enclose herewith affidavit showing that $1,000.00 has been expended on the Ruby Group of Mineral Claims, being situated on Chuchuwayha I.R.No.2 of the Upper Similkameen Band.

The Hedley Amalgamated Gold Mines would appreciate receiving the usual form of authority for occupation.

Your obedient servant,

Enclosure:-

Sold for reply to Gen 29 letter of

(Jas.Coleman).
Indian Agent.

/HM.

The Secretary,
Indian Affairs Branch,
O t t a w a.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

"B.F." SLIP

"B.F." M.P.

FOR

Date May 1st

Initials

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1918-21.

Duplicate

Ottawa, March 17th, 1939.

MEMORANDUM.

WHEREAS Bailey Gold Mines Limited have been granted a lease of a certain mineral claim on the Upper Shuswap Reserve No. 2, known as the "Gold Crown" claim, having an area of 51.6 acres, by the District Gold Commissioner, prior to August 31st, 1938.

AND WHEREAS the current annual rental at the rate of 30 cents per acre, amounting to ($15.5) has been paid.

Permission is hereby given to use and occupy the said land for mining development purposes only, during the term of the aforesaid mineral lease, dating from the First day of January 1938, provided the annual rental of ($15.5) is paid in advance each year.

H. Carol Lowe Hall
Director of Indian Affairs.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
Signature
17/3/1972

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

HEDLEY CHIEF MINES LIMITED (N.P.L.)

May 4th, 1939.

Mr. J. Coleman,
Indian Agent,
Vernon, B. C.

Dear Sir:

Ref. your file U.S. 2-19-5

With reference to your letter of May 2, 1939, regarding rental on mineral claim on the Upper Similkameen I.R. No. 2.

This claim expired in January last and it is not the intention of this company to renew rental at the present time.

Yours very truly,

HEDLEY CHIEF MINES LIMITED (N. P. L.)

Per R. F. Bassett
Secretary.

RFB/MY.

INDIAN AGENT'S OFFICE
MAY 5 - 1939
VERNON, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-5.

Recd for cancellation

Okanagan Indian Agency,
Vernon, B.C.,
May 6, 1939.

Department of Mines & Resources
Indian Affairs Branch
MAY 12 1939
RECORDS

Dept.'s File 19164-21.

Sir:-

I attach hereto original letter from the Hedley Chief Mines Limited (N.P.L.) stating that it is not their intention to renew their lease of the "Gold Crown" claim on Upper Similkameen I.R.No.2, which expire on January 1st last.

The original and duplicate of the Department's "Permit to Occupy" are accordingly returned herewith.

Your obedient servant,

Enclosures:-

(Jas.Coleman).
Indian Agent.

/NM.

The Secretary,
Indian Affairs Branch,
O t t a w a.

Okanagan
acct #211
Journal
15.5.39
M

Revenue
Trust

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C O P Y.

British Columbia

FREE MINER'S CERTIFICATE

No.29285 E

Not Transferable

This is to certify that George Prest of Banker, B.C. has paid me the sum of Five dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31st day of May, 1938, until midnight on the thirty-first day of May, 1939.

Issued at Princeton, B.C. (Sgd.) C.Nichols

Signature of Officer issuing same.

Certified true copy of the original

Jas. Coleman

Jas.Coleman, Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21 R

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19.

Okanagan Indian Agency,
Vernon, B.C.,
April 12, 1939.

Sir,-

I would request that a Permit to Prospect on Upper Similkameen I.R.No.2 be issued to Mr.George Prest, of Hedley, B.C. A certified copy of his Free Miner's Certificate No.29285E is attached.

The fee of $5.00 has been received at this office and will be forwarded to the Department with Receiver General Payments on the 15th instant.

Your obedient servant,

Enclosure:-

(Jas.Coleman).
Indian Agent.

/HM

Permit issued in Agent's Apr 26th.

The Secretary,
Indian Affairs Branch,
O t t a w a.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File

18164-21

CANADA

EXD.

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PROSPECTOR'S PERMIT

No. 35/8

TO WHOM IT MAY CONCERN:—

Permission is hereby given to George Prest of Hedley, B.C. who is the holder of Miner's Licence No. 29285E dated May 31st. '38 and issued at Princeton, B.C. to PROSPECT for ~~minerals~~ gold on the Chuchuwayha Indian Reserve No. 2 with a view to obtaining a mineral claim in accordance with the provisions of section 15 of the Indian Quartz Mining Regulations.

This PERMIT is non-transferable and expires on the 31st day of March, 19 40.

Ottawa,

April 24th. 1939

Fee:—$5.00.

Director, Indian Affairs Branch

Form No. I. A. 330
R. 9223

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164-21

Credit Advice

R

ME[redacted].

April 21st, 1939.

The following remittance has been received from

Indian Agent James Coleman at Okanagan Agency

and recorded in the Official Cash Book. Folio 19

Amount $ 5.00

Agency Receipt No. 13793 dated April 12th, 1939,

Payer George Prest on account of permit to prospect - Upper Similkameen - Acct.333.

Department of Mines & Resources
Indian Affairs Branch.
APR 28 1939
RECORDS

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Box 93, Princeton,B.C.,April 15,1939

Mr. James Coleman,

Indian Agent,

Vernon,B.C.

Dear Sir;

I enclose Money Order for $5.00 for Department of Indian Affairs, Prospectors Permit to cover the No 3 and 4 Indian Reserves Similkameen District.

With associates I have secured a considerable area of dredge ground and want at least the river bed and eroded of partly submerged (at high water) portion of the Indian Reserve to connect the Bromley place with our upper area .

The engineer for the operators we have been able to interest is here now and testing equipment is to arrive this week.

Thanking you for your prompt repmy,I remain,

Yours truly

H. T. Ross

P.S.

My free Miners Certificate No is 38532 E issued at Princeton May 31,1939 Hugh Thomas Ross

INDIAN AGENT'S OFFICE
APR 26 1939
VERNON, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

R

PLEASE QUOTE FILE U.S.-19.

Okanagan Indian Agency,
Vernon, B.C.,
April 27, 1939.

Department of Mines & Res.
Indian Affairs Branch.
MAY 1 1939
RECORDS

Sir,-

I enclose herewith application of Mr. Hugh Thomas Ross for a Prospector's Permit for Upper Similkameen I.Rs.Nos. 3 and 4, and would appreciate the issuance of same in due course.

The Recording Fee of $5.00 has been paid and will be forwarded to the Department with Receiver General Payments on the 30th instant.

Your obedient servant,

Enclosure:-

(Jas. Coleman).
Indian Agent.

/HM.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164-21

Credit Advice

MEMO.

May 5th, 1939.

Re 7 35/9 The following remittance has been received from

Indian Agent James Coleman at Okanagan Agency

and recorded in the Official Cash Book Folio 30

Amount $ 5.00

Agency Receipt No. 22508 dated April 27th, 1939,

Payer Hugh Thomas Ross on account of permit to prospect - Upper Similkameen - Acct. 33.

Indian Affairs Branch
MAY 10 1939
RECORDS

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18164-21

EX'D

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PROSPECTOR'S PERMIT

No. 35-9

TO WHOM IT MAY CONCERN:—

Permission is hereby given to Hugh Thomas Ross of Princeton, B.C., who is the holder of Miner's Licence No. 38532E dated May 31, 1939 and issued at Princeton, B.C. to PROSPECT for ~~minerals~~ Gold on the Upper Similkameen Indian Reserve No. 3 & 4 ~~with a view to obtaining a mineral claim in accordance with the provisions of section 15 of the Indian Quarts Mining Regulations.~~

This PERMIT is non-transferable and expires on the 31st day of March, 19 40.

Ottawa,

May 22nd. 19 39

Fee:—$5.00.

Director, Indian Affairs Branch

Form No. I. A. 330
R. 9223

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164 - 20

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.3&4-19.

Department of Mines & Resources
Indian Affairs Branch.
MAY 26 1939
RECORDS

Okanagan Indian Agency,
Vernon, B.C.,
May 22, 1939.

R

EX'D.

Sir,-

On April 27th last, I forwarded an application from Mr.Hugh Thomas Ross for a Prospector's Permit for Upper Similkameen I.Rs.Nos.3 and 4, but to date this has not been received at this office.

As Mr.Ross has written me regarding same, it will be appreciated if the issuance of the above Permit could be expedited.

Permit sent May 26th

Your obedient servant,

(Jas. Coleman).
Indian Agent.

/HM.

The Secretary,
Indian Affairs Branch,
O t t a w a.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18164-21.

EZD.

Ottawa. Aug.23rd.1939.

Dear Sir:-

I desire to draw your attention to letter of March 29th.last from the Chief Treasury Officer regarding arrears of rental for mining permit No.U.S.1 issued originally on Oct. 28th.1935 under the provisions of the Indian Mineral Regulations,to Hedley Amalgamated Gold Mines Ltd.

Such permit will finally terminate on Oct.28th.of this year,being four years from the date of original issue,and if this company have not arranged to pay the arrears of rental before that date,cancellation will automatically follow.

Yours very truly,

D.J.Allan
Superintendent
Reserves & Trusts.

Jas.Coleman Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Department of Mines & Resources
Indian Affairs Branch
OCT 6 1939
REGISTERED

Okanagan Indian Agency,
Vernon, B.C.,
September 30, 1939.

Reserves

Your File 18164-21.

Sir,-

With reference to your letter of the 23rd ultimo, I am to-day forwarding with Sheet 11, Receiver-General Payments, the sum of $130.00 paid by Hedley Amalgamated Gold Mines Ltd.

For purposes of comparison, I consider it advisable to give you a summary of the way the rentals received from the above Company have been credited on our office records:-

Mining Permit No.U.S.No.1.

Rental period	Rental paid.	
Oct.28, 1935---Oct.28, 1936,	July 18, 1935 -	$130.00,
Oct.28, 1936---Oct.28, 1937,	July 12, 1937 -	130.00,
Oct.28, 1937---Oct.28, 1938,	Nov. 16, 1937 -	130.00
Oct.28, 1938---Oct.28, 1939,	Sept.27, 1939 -	130.00,

140 00
Rent allowance 4 50
Sump site 5 50

Mining Permit No.U.S.No.2-A.

Mch.31, 1937---Mch.31, 1938,	Feb.9, 1937 -	90.75,
Mch.31, 1938---Mch.31, 1939,	Jan.28, 1938 -	90.75,
Mch.31, 1939---Mch.31, 1940,	Feb.18, 1939 -	53.75,
	Credit	37.00,
		$90.75.

Paid

With reference to payment made on February 18, 1939, of $53.75 and credit of $37.00 (vide your letter of July 2, 1938), making a total of $90.75, I would refer you to my letter of April 12th last requesting that the usual form of authority for occupation be issued, as this is a renewal of Mining Permit No.U.S.No.2-A which was for a two year period from March 31, 1937, and expired on the 31st of March, 1939.

Your obedient servant,

Alfred H. Barber

(Alfred H.Barber)
Indian Agent.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164-21

MEMO. Mr. Bryce 737

Credit Advice

Oct. 6 3 1939

The following remittance has been received from

Indian Agent A. H. Barber at Okanagan

and recorded in the Official Cash Book. Folio

Amount $ 130.00

Agency Receipt No. 22678 dated Sept. 27 3/39

Payer Hedley Amalgamated Gold Mines on account of Rental.

Department of Mines & Resources
Indian Affairs Branch
OCT 11 1939
REGISTERED

Mining Acct. 3.

For Treasury Branch.

M. Bilkus

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18164-21

Ottawa. Oct.16th.1939.

Dear Sir:-

With reference to your letter of Sept.30th.regarding Mining Permit No.U.S.No.1 for which you have recently forwarded rental for the sum of $130 I wish to point out that the correct rental is $140.00.

This is made up as follows:-

Rental for claim.....	$130.00
" for road allowance	4.50
" for camp site.....	5.50
Total:-	$140.00

You should therefore collect the further sum of $10 and a Permit to Occupy the said lands will be issued which will replace the original mining permit.

Similarly a Permit to Occupy the lands covered by Mining Permit No.U.S.No2A will be issued shortly which will replace the renewal of this permit.

Yours very truly,

D.J.Allan.
Superintendent
Reserves & Trusts.

Alfred H.Barber Esq.
Indian Agent
Vernon.B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Okanagan Agy
Acct 4
Mining General 14.11.39

18164-21

Ottawa, Ontario,
October 17th, 1939.

PERMIT TO OCCUPY

WHEREAS Hedley Amalgamated Gold Mines Limited have been granted a lease of certain mineral claims by the District Gold Commissioner for the Osoyoos Mining Division, B.C., on the Upper Similkameen Reserve No. , comprising an area of 138.61 acres as shown on plan of survey made by R.P. Brown, B.C.L.S., dated January 28th, 1937,

AND WHEREAS the current rental amounting to the sum of $90.75 has been paid,

Permission is hereby given to the said Hedley Amalgamated Gold Mines Limited to use and occupy the said land for mining development purposes only, during the term of the aforesaid mining lease, dating from the 31st day of March 1939, provided the annual rental of $90.75 is paid in advance each year.

This supersedes Mining Permit No. U.S. No 2. A. dated 31st March 1937
AP 30/10/41

A. Llewellyn
Director of Indian Affairs.

Poor Copy
Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr. Burgess -
to note Permit.

18164-21

Ottawa, Ontario,
October 18th, 1939.

EX'D.
A.

Dear Sir:

In further reference to the last paragraph of my letter of October 16th, 1939, I enclose herewith "Permit to Occupy" in favour of Hedley Amalgamated Gold Mines Limited to use and occupy certain lands on the Upper Similkameen Reserve No. 2, for mining purposes. This permission replaces the ordinary renewal of the original permit.

The original copy of the "Permit to Occupy" should be sent to the Company, and the triplicate retained in your office for record purposes.

Yours truly,

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

Alfred H. Barber, Esq.,
Indian Agent,
Vernon, B.C.

B/G

Encl.

Representative of the Treasury.
OCT 19 1939
INDIAN AFFAIRS.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164-21

MI[redacted]O.

Mr. [illegible] 8/39

Credit Advice

Nov. 10 1939

The following remittance has been received from

Indian Agent A. H. Barber at Okanagan

and recorded in the Official Cash Book. Folio

Amount $ 10.00

Agency Receipt No. 22759 dated Oct. 30 8/39.

Payer Hedley Amal. Gold Mines Ltd. on account of Rental. Road Allowance and Camp-site.

Mining Acct. 3.

Department of Mines and Resources Indian Affairs Branch NOV 14 1939 RECEIVED REGISTERED

EX'D. A.

D.

For Treasury Branch.

Mr. Bellins

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Phone 385
R. P. BROWN, B.C.L.S.

Box 136
PENTICTON, B.C.

December 9th. 1939.

A. H. Barber Esq.
Indian Agent,
Vernon B. C.

Dear Sir;-

Declaration re Developement Work
to accompany Application for renewal of Lease No.205
on Upper Similkameen I. R. No. 2
Hedley Amalgamated Gold Mines Ltd. (N.P.L.)

I hereby certify that the Hedley Amalgamated Gold Mines Ltd. (N.P.L.) have done, or caused to to be done, work on the above Lease to the extent of on thousand dollars ($1000.00), description of the work

Winze 7' x 9' 120 feet in length
Drifting in solid rock for a distance of 150 feet

Signed
R. P. Brown

INDIAN AGENT'S OFFICE
DEC 12 1939
VERNON, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Okanagan Indian Agency,
Vernon, B.C.,
December 15, 1939.

File U.S.2-19-2.

Department of Mines & Resources
Indian Affairs Branch
DEC 22 1939
REGISTERED

Your File 18164-21.

Dear Sir:-

With reference to your letter of the 16th October last, I beg to advise that the Hedley Amalgamated Gold Mines Ltd. have applied for a renewal of Mining Permit No.U.S.No.1 for a further period of two years

The sum of $140.00 is included on Sheet No.16 Receiver-General Payments going forward to-day and is made up as follows:-

Rental for claim.....		$130.00,
"	for road allowance.....	4.50,
"	for camp site.....	5.50.

A "Declaration of Development" by the above-mentioned Company is attached hereto.

I respectfully would request that a Permit to Occupy be forwarded in due course.

Your obedient servant,

Alfred H. Barber

(Alfred H.Barber)
Indian Agent.

Enclosure:-

The Secretary,
Indian Affairs Branch,
O t t a w a.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164-21

Credit Advice

MEMO. Mr. Bury

Dec. 22nd 1939

The following remittance has been received from

Indian Agent A. H. Barbour Okanagan

and recorded in the Official Cash Book Folio

Amount $ 140.00

Agency Receipt No. 37514 dated Dec. 15/39

Payer Hedley Amalgamated Gold Mines Ltd. on account of Rental

Mining Acct. 3.

EX'D.

For Treasury Branch.

Mr. Burns

Department of Mines & Resources
Indian Affairs Branch
4 1940
REGISTERED

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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ARCHIVES PUBLIQUES
CANADA

18164-21

[redacted]CE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-2.

Received

Okanagan Indian Agency,
Vernon, B.C.,
January 24 1940.

Department of Mines & Resources
Indian Affairs Branch
FEB 2 1940
REGISTERED

Dept. File 18164-21.

Sir,-

I would refer the Department to my letter of December 15th last and would appreciate receiving "Permit to Occupy" in favour of the Hedley Amalgamated Gold Mines Ltd., the same being a renewal of Mining Permit No.U.S.No.1.

Your obedient servant,

Alfred H. Barber

(Alfred H.Barber)
Indian Agent.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, Ontario,
February 5th, 1940.

PERMIT TO OCCUPY

WHEREAS Hedley Amalgamated Gold Mines Limited have been granted a lease of certain mineral claims by the District Gold Commissioner for the Osoyoos Mining Division, B.C., on the Upper Similkameen Reserve No. 2, comprising an area of 260 acres as shown on plan of survey made by Alfred Cummings, B.C.L.S., dated March 1937,

AND WHEREAS application has also been made by the said Company for the use of a camp site and road allowance on the said reserve,

AND WHEREAS the current rental amounting to the sum of $140.00 has been paid,

Permission is hereby given to the said Hedley Amalgamated Gold Mines Limited to use and occupy the the said land, camp site, and road allowance, for mining development purposes only during a term of two years dating from the 31st day of March, 1940, provided the annual rental of $140.00 is paid in advance each year.

This Permit cancels Permit # U.S. No. 1 28th Oct. 1935 30/10/41

Director of Indian Affairs.

POOR COPY

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18164-21

Ottawa. Feb.6th.1940.

EZD.

Dear Sir:-

In reply to your letter of Jan.24th.No.U.S.2-19-2,I enclose herewith "Permit to Occupy" a part of the Upper Similkameen Reserve No.2 in favor of Hedley Amalgamated Gold Mines Ltd.the original of which should be sent to the permittee and the triplicate retained in your office for record purposes.

Yours very truly,

D.J.Allan
Superintendent
Reserves & Trusts.

Alfred H.Barber Esq.
Indian Agent
Vernon. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy.

FREE MINER'S CERTIFICATE.

No. 50420 E

Not Transferable.

This is to certify that George Prest of Princeton, B.C. has paid me the sum of Five Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31st day of May, 1939, until midnight on the thirty-first day of May, 1940.

Issued at Princeton, B.C. (Sgd.) Chas. Nichols,

Signature of Officer issuing same.

Certified a true copy.

Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

Department of Mines & Resources
Indian Affairs Branch
MAR 20 1940
REGISTERED

PLEASE QUOTE
FILE Ok.1-19.

Okanagan Indian Agency,
Vernon, B.C.,
March 15, 1940.

Sir,-

I would request that a Permit to Prospect on Chuchuwayha I.R.No.2, Upper Similkameen Band, be issued to George Prest, of Princeton, B.C. A certified copy of his Provincial Free Miner's Certificate No.50420-E is attached hereto.

The fee of $5.00 has been received at this office and is going forward to-day with Receiver-General Payments, Sheet No.21.

I have the honour to be,
Sir,
Your obedient servant,

Enclosure:-

(Alfred H.Barber)
Indian Agent.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

F.18164-21

CANADA

DEPARTMENT OF MINES AND RESOURCES

INDIAN AFFAIRS BRANCH

PROSPECTOR'S PERMIT

No. 39-12

TO WHOM IT MAY CONCERN:—

Permission is hereby given to George Frost of Princeton BC who is the holder of Miner's Licence No. 50420-E dated May 31st, '39 and issued at Princeton, B.C. to PROSPECT for ~~minerals~~ GOLD on the Chuchuwayha Indian Reserve No. 2 ~~with a view to obtaining a mineral claim in accordance with the provisions of section 15 of the Indian Quartz Mining Regulations.~~

This PERMIT is non-transferable and expires on the 31st day of March, 19 41.

Ottawa,

March 21st. 1940

Fee:—$5.00.

Director, Indian Affairs Branch

Form No. I. A. 330
R. 9223

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18164-21

Ottawa. Mar.23rd.1940.

Dear Sir:-

In reply to your letter of Mar.15th.reporting the application of George Preat for a prospector's permit,I enclose herewith original and triplicate copies of such permit,and would ask you to kindly forward the original to Mr.Preat and retain the triplicate copy in your office for record purposes.

Yours very truly,

D.J.Allan
Superintendent
Reserves & Trusts.

Alfred H.Barber Esq.
Indian Agent
Vernon, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164

Credit Advice

M[illegible]

March 20th, ~~193~~ 1940.

Rec'd Bus 739

The following remittance has been received from

Indian Agent Alfred H. Barber at Okanagan Agency

and recorded in the Official Cash Book. Folio 321

EX'D. A.

Amount $ 5.00

Agency Receipt No. 37586 dated March 15th, 1940,

Payer George Prest on account of prospector's permit -

Upper Similkameen - Acct. 333.

Department of Mines & Resources
Indian Affairs Branch
MAR 27
REGIS[illegible]

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18164 - 21

MEM[redacted]

Credit Advice

Receipt Issued 740

April 20th, 1940.

The following remittance has been received from

Indian Agent Alfred H. Barber at Okanagan Agency

and recorded in the Official Cash Book Folio 21

Amount $ 5.00

Agency Receipt No. 37604 dated April 8th, 1940,

Payer H. T. Ross on account of prospector's permit -

Upper Similkameen - Acct. 333.

Department of Mines and Resources
Indian Affairs Branch
APR 25 1940
REGISTERED

For Treasury Branch.

C. T. 231
5M—23-1-40

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 53096 E NOT TRANSFERABLE.

THIS IS TO CERTIFY that L. Lecuyer of Vancouver, has paid me the sum of Five dollars, and is entitled to all the rights and previleges of a Free Miner, from midnight on the 8th day of May, 1940, until midnight on the 31st day of May, 1941.

Issued at Vancouver,
9th May 1940

R. A. Burgoyne
Signature of issuing officer.

VERNON, B. C.
July 24th 1940.

I hereby the above to be a true copy of Free Miner's Certificate presented to me by Leon Lecuyer, in support of his application for a Permit to Prospect on Upper Similkameen Indian Reserve No.2.

Signed. Alfred H. Barber
(ALFRED. H. BARBER)
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164 - 21

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Vernon, B. C.
July 24th 1940.

Sir:-

I would request that a Permit to Prospect on Chuchuwayha Indian Reserve, Upper Similkameen I.R.No.2., be issued to Leon Lecuyer, of Hedley, B. C.

A certified copy of his Free Miner's Licence is hereto attached.

The fee of Five dollars has been paid to this office and will be forwarded with Receiver-General payments covering the period ending July 31st instant.

Yours obediently

(Alfred. H. Barber)
Indian Agent.

The Secretary,
Indian Affairs Branch,.
Ottawa,.

Department of Mines & Resources
Indian Affairs Branch
JUL 29 1940
REGISTERED

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

Ottawa, July 31, 1940.

Dear Sir:

This will acknowledge receipt of your letter dated July 24th, requesting that a prospector's permit be issued to Leon Lecuyer, of Hedley, B.C., to prospect on Chuchuwayha Indian Reserve, Upper Similkameen I.R. No. 2, and enclosing a certified copy of his "Free Miner's Licence"; also advising that the fee of $5.00 has been paid.

In reply I wish to advise you that after due consideration it has been decided that for the present no further prospecting, staking or recording of minerals on Indian lands in the Province of British Columbia shall be permitted for the reason that for some years past there has been a doubt as to the ownership of the minerals underlying the Indian lands as between the Dominion and the Province of British Columbia. This question has been engaging the attention of officials of both Governments, but so far no definite decision has been reached and it may take some time to reach an agreement to surmount this impasse.

I am enclosing a copy of the "Regulations for the disposal of Quartz Mining Claims on Indian Reserves in the Dominion of Canada," which, under the present circumstances, are not workable in your Province, but you may acquaint yourself with their provisions.

I regret that at present we must decline this application and we suggest to you that it will be in order to return the fee of $5.00 collected.

Encl.

Yours very truly,

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

Alfred H. Barber, Esq.,
Indian Agent,
Vernon, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

Ottawa, July 31, 1940.

Memorandum:

Mr. Allan

Several permits to prospect on this Reserve have already been issued; whether this fact should influence our decision is a matter for consideration.

C.H.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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18164-21

RES[redacted] AND TRUSTS

CANADA

DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, July 31, 1940.

EX'D.
A.

Memorandum:

Mr. [illegible]

Several permits to prospect on this Reserve have already been issued; whether this fact should influence our decision is a matter for consideration.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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OFFICE[redacted] THE
INDIA[redacted]ENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19.

Okanagan Indian Agency,
Vernon, B.C.,
August 7, 1940.

Dept. File 18164-21.

Department of Mines & Resources
Indian Affairs Branch
AUG 12 1940
REGISTERED

Sir,-

With reference to the last paragraph of your letter of the 31st ultimo, it will be appreciated if the fee of $5.00 covering the prospector's Permit applied for by Leon Lecuyer could be returned to this office.

The above-mentioned sum was forwarded to the Department on the 31st of July with Receiver-General Payments.

Your obedient servant,

(Alfred H.Barber)
Indian Agent.

The Secretary,
Indian Affairs Branch,
Ottawa.

Ack. #333

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No.

MEMO. Sayport McPhersk

Credit Advice

August 9th, 1940.

The following remittance has been received from

Indian Agent Alfred H. Barber at Okanagan Agency

and recorded in the Official Cash Book Folio 122

Amount $ 5.00

Agency Receipt No. 41463 dated July 24th, 1940,

Payer Leon Lecuyer on account of prospecting permit -

Upper Similkameen - Acct. 333.

Department of Mines & Resources Indian Affairs Branch AUG 14 1940 REGISTERED

Application rejected Refund in order. See letters. C.M.

For Treasury Branch.

C. T. 231
5M—23-1-40

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

Ottawa, August 13, 1940

Dear Sir:

Re: Your file U.S. 2-19

In reply to your letter of August 7th, I have to advise you that a cheque for $5.00, in favour of Leon Lecuyer, is being forwarded to you under separate cover.

Yours truly,

George Patrick,
Chief, Trusts and Annuities Division.

Alfred H. Barber, Esq.,
Indian Agent,
Vernon, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

C.T. 17A
25M—6-39

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.
FYLE NO. 18164-21
TREAS. NO.

DEPARTMENT: Mines and Resources
BRANCH: Indian Affairs DATE: August 13, 1940

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE No.	IN FAVOUR OF	AMOUNT	
	Leon Lemyer c/o Alfred H. Barber, Esq., Indian Agent, Vernon, B.C.	25.	00

EX'D.

STATE BELOW, WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT.

Refund of Prospector's fee (Permit refused)

CHARGE TO
VOTE: Payable from Trust Account No. 555
ALLOTMENT:
SUB-ALLOTMENT:

Representative of the Treasury
ENC. No.
AUG 14 1940
INDIAN AFFS.

I CERTIFY THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

GEORGE PATRICK
HEAD OF BRANCH

H. W. McGILL
DEPUTY MINISTER

TREASURY OFFICE APPROVAL

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

Ottawa, Ontario,
November 4, 1941.

E.A.D.

Dear Sir:

Re: Hedley Amalgamated Gold Mines Ltd.,
Chuchuwayha (Upper Similkameen)
Indian Reserve No. 2

Under dates of October 28, 1935, and March 31, 1937, Mining Permits Nos. U.S. No. 1 and U.S. No. 2A were issued to the above mentioned Company, each specifying a period of two years.

Permit No. U.S. 1 was superseded by the issuance of a Permit to Occupy dated February 5, 1940, for a period of two years dating from March 31, 1940, at a rental of $140.00 payable in advance, the first year's rental being acknowledged as paid. There was, therefore, $140.00 due on the 31st day of March last which has not been paid as far as our records show.

Permit No. U.S. 2A was superseded by the issuance of a Permit to Occupy dated October 17, 1939, for a period of two years from March 31, 1939, rental being $90.75, the first year's rental being acknowledged as paid according to our records. Therefore, there was due on the 31st March, 1940, a payment of $90.75 and on the 31st March, 1941, a further payment of $90.75 if the Company wish to keep this permit in good standing.

Please investigate this matter and advise us whether or not we should declare these Permits to Occupy cancelled and assume that the Company has no further interest in the minerals underlying this Reserve.

Yours very truly,

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

Alfred H. Barber, Esq.,
Indian Agent,
Vernon, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Copy.

R.P.Brown, B.C.L.S.

Penticton, B.C.,
November 26, 1941.

Alfred H.Barber, Esq.,
Indian Agent,
Vernon, B.C.

Dear Sir:-

Re - Hedley Amalgamated Gold Mines Ltd.,
Upper Similkameen I.R.No.2.

In reply to your letter of the 22nd instant.

The Company have ceased operations and have no funds, so I must ask you again to cancel the leases as the Company have no intention of commencing again.

Yours truly,

(Sgd.) R.P.Brown, B.C.L.S.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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18164-21

[redacted]CE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Okanagan Indian Agency,
Vernon, B.C.,
December 2, 1941.

Department of Mines & Resources
Indian Affairs Branch
DEC 6 1941
Registered

Re - Hedley Amalgamated Gold Mines Ltd.,
Chuchuwayha (Upper Similkameen) I.R.No.2.

Sir,-

With reference to Departmental letter No.18164-21 of November 4th ultimo regarding Mining Permits No.U.S.No.1 and U.S.No.2-A which were issued to the above-mentioned Company under dates of October 28, 1935, and March 31, 1937, each of which was superseded by Permits to Occupy dated February 5, 1940, and October 17, 1939, for periods of two years.

I am enclosing herewith a copy of a letter received from Mr.R.P.Brown, B.C.L.S. asking that these leases be cancelled, and I recommend that this be done as this Company has ceased to operate.

Your obedient servant,

Enclosure:-

(Alfred H.Barber)
Indian Agent.

The Secretary,
Indian Affairs Branch,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
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18164-21

RES[redacted] AND TRUSTS

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, December 9, 1941.

MEMORANDUM:

The Director

Re: Hedley Amalgamated Gold Mines Ltd.,
Chuchuwayha (Upper Similkameen)
Indian Reserve No. 2

Under dates of October 28, 1935, and March 31, 1937, Mining Permits U.S.No.1 and U.S.No.2A were issued to the above mentioned Company. Each of these were superseded by Permits to Occupy for the purpose of mining operations.

Our Indian Agent, Alfred H. Barber, in a letter dated December 2nd encloses a letter from R. P. Brown, B.C.L.S., in which he advises that,-

> "The Company have ceased operations and have no funds, so I must ask you again to cancel the leases as the Company have no intention of commencing again."

Authority is requested to declare these permits cancelled.

Approved

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

O'Hanagan Agy
Acts 3 & 4

Cancellation noted
29.12.41

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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ARCHIVES PUBLIQUES
CANADA

18164-21

Ottawa, Ontario,
December 11, 1941.

EXD.

Dear Sir:

Re: Hedley Amalgamated Gold Mines Ltd.,
Chuchuwayha (Upper Similkameen)
Indian Reserve No. 2

This is to advise that authority has been given for the cancellation of Mining Permits U.S.No. 1 and U.S.No. 2A issued to the above mentioned Company.

Please advise Mr. R. P. Brown, B.C.L.S., of Penticton, B.C., of this cancellation.

Yours very truly,

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

Alfred H. Barber, Esq.,
Indian Agent,
Vernon, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File No. 18164-21

DEPARTMENT OF MINES & RESOURCES
INDIAN AFFAIRS BRANCH

SURRENDER OF MINERALS.

KNOW ALL MEN BY THESE PRESENTS

THAT WE, the undersigned Chief and Principal men of the .....Similkameen (Upper)..... Band of Indians, resident on our Reserve.....Chuchuwayha No. 2C.....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 the lands that are deemed to contain salt, petroleum, natural gas, coal, gold silver, copper, iron and other minerals, situate, lying and being in the.....Chuchuwayha No. 2C.....Reserve, in the district ~~xxxxxxxxx~~ of...Similkameen..... and Province of .....British Columbia..... and such timber contained within the boundaries of any mineral claim staked or leased in accordance with the Regulations, as may be necessary for the development and proper working of such mineral deposits, subject to the payment of stumpage dues thereon; providing however, that a recorded holder of a mineral claim may, free from dues, lop, top or cut down trees growing on the mineral claim, removal of which is necessary for the proper working of the claim.

TO HAVE AND TO HOLD the same unto His said Majesty the King, his Heirs and Successors, forever, in trust to LEASE such lands and sell the minerals contained

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
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CANADA

therein, to such person or persons, and upon such terms and conditions 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 of the said land and the sale of the minerals contained therein shall be placed to our credit and interest thereon paid to us in the usual manner.

AND WE, the said Chief and Principal men of the said ....Similkameen (Upper).. 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 sale of the minerals contained therein.

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	
.....	.....
.....	.....
.....	.....
	.....
	.....

1076

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File No. 18164-21...

DEPARTMENT OF MINES & RESOURCES
INDIAN AFFAIRS BRANCH

SURRENDER OF MINERALS.

KNOW ALL MEN BY THESE PRESENTS

THAT WE, the undersigned Chief and Principal men of the .....Similkameen (Upper).....Band of Indians, resident on our Reserve .....Chuchuwayha No. 2..... 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 the lands that are deemed to contain salt, petroleum, natural gas, coal, gold silver, copper, iron and other minerals, situate, lying and being in the .....Chuchuwayha No. 2.....Reserve, in the district ~~xxxxxxxxxx~~ of....Similkameen..... and Province of .....British Columbia..... and such timber contained within the boundaries of any mineral claim staked or leased in accordance with the Regulations, as may be necessary for the development and proper working of such mineral deposits, subject to the payment of stumpage dues thereon; providing however, that a recorded holder of a mineral claim may, free from dues, lop, top or cut down trees growing on the mineral claim, removal of which is necessary for the proper working of the claim.

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Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
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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

Esl

SIGNED, SEALED AND DELIVERED In the presence of	
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1076

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CANADA

Ottawa, April 20, 1945.

Alfred H. Barber, Indian Agent, Vernon, B.C.

re Prospecting for Minerals

During the past two or three years applications have been received for permits to prospect for minerals on certain Indian reserves in your agency. These requests have been refused on account of the uncertainty of the situation respecting the ownership and administration of the minerals underlying the lands comprising Indian reserves in the Province of British Columbia.

As you are aware negotiations have been carried on for some months between our Department and the Mines Department of the Province of British Columbia, to reach an agreement in this matter. I am happy to advise that such an agreement has now been reached and concurrent ratifying legislation is before the two governments at the present session of the British Columbia Legislature and the Parliament of Canada, and it is expected that the respective bills will be given official sanction.

At the present time due to war conditions the need for strategic metals has become acute and every facility is being accorded for prospecting and discovery of minerals and it is our desire to further that end by preparing for the working out of the provisions of the new agreement.

The first step in any dealing for the disposal of minerals underlying Indian reserves is to obtain the consent

over.....

Enclosures.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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of the Indian owners by "Surrender of Minerals" to His Majesty the King for the disposal of such minerals for their benefit.

In anticipation of the ratifying legislation and in order to be ready to deal with applications for prospecting permits we send you herewith the necessary Surrender Forms covering the following Reserves in your agency: Salmon River No. 1, Nine Mile Creek No. 4, Wolf Creek (Tahkluaywaliek) No. 5, Vermilion Forks No. 1, Okanagan No. 1, Ashnola (Similkameen) No. 10, Osoyoos No. 1, Okanagan Nos. 2 and 20.

This will be your authority to submit the surrenders to the Indian Band who own the reserve in accordance with the Instructions to Agents, a copy of which is enclosed together with list of voters. This submission should receive attention at the earliest convenience and the forms returned with your report without delay.

As soon as the bills before the governments, ratifying the agreement have been signed you will be advised of the procedure for dealing with applications.

Ed

H. Conroy

Director.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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18164-21

OFFICE OF THE INDIAN AGENT

CANADA

DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Department of Mines
JUN 9 1943
RECEIVED

Okanagan Indian Agency,
Vernon, B.C.,
June 4, 1943.

Indian Affairs Branch, Dept. of Mines and Resources, Ottawa.

With reference to Departmental letter dated April 20th ultimo, received on May 10th, instructing me in regard to obtaining surrender of minerals on Indian reserves, forms covering surrenders of the following reserves in this Agency being forwarded therewith:- Salmon River I.R.No.1, Nine Mile Creek No.4, Wolf Creek (Yakhlkaywalick) No.3, Vermillion Forks No.1, Okanagan No.1, Ashnola (Similkameen) No.10, Osoyoos No.1, and Chuchuwayha Nos.2 and 2C.

I respectfully advise as follows:- I have not as yet proceeded in the matter of obtaining these surrenders, but have advised Chief Charlie Allison of the Upper Similkameen Band of my intention of holding a meeting of the Band for this purpose and he advised that most of his people were away working just now and that he doubted very much if they were prepared to surrender the reserves for mining purposes and he requested to be fully advised as to the new regulations.

Under the circumstances and as five of the reserves mentioned above belong to the Upper Similkameen Band, I submit that it will not be advisable to take up the matter of the surrenders until I am furnished with a copy of the new regulations after the passing of the new bill by Parliament.

The Ashnola Reserve belongs to the Lower Similkameen Band and I doubt very much if this Band will agree to surrender. However, I do not desire to submit the matter to the Lower Similkameen Band until after the surrenders of the Upper Similkameen Band have been submitted and I would like to be familiar with the provisions of the new bill or regulations in order that the matter may be fully explained to the Indians and I am in a position to answer any questions in regard to the matter that they may raise.

I am prepared to proceed at once in this matter in the case of Osoyoos I.R.No.1 and Salmon River No.1, but suggest that I be authorized to delay the rest until advised as to the procedure for dealing with applications and the new regulations in general.

Instructions by airmail will be appreciated.

(Alfred H. Barber)
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

Copy sent -
Major D. M. MacKay,
Indian Commissioner,
P. O. Box 70,
Vancouver, B. C.

File 18164-21

AIR MAIL.

Ottawa, June 10, 1943.

Mr. Alfred H. Barber, Indian Agent, Vernon, B. C.

This will acknowledge your letter of June 4th, having reference to obtaining a surrender of minerals on several Indian Reserves in your Agency, as requested in our letter of April 30th.

I note your remarks in connection with the various reserves of the Upper and Lower Similkameen Bands, and agree that it may be preferable to withhold action in obtaining these surrenders until the agreement has been ratified by the Parliament of Canada. When this bill has been enacted, and new regulations are in your hands, you should then lose no time in obtaining these surrenders.

In connection with the Osoyoos Indian Reserve No. 1, and Salmon River Reserve No. 1, please proceed immediately with the work of obtaining the surrenders.

Director.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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Mr Monroe

You might prepare a brief statement of the effect of the arrangement between the Dept & the B.C. administration and forward it for Aspek Borbera's guidance. There will be little if any variation in the terms of the arrangement during the forwarding thro' the Mails

D.A.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

File 18164-21

Ottawa, June 14, 1943.

Mr. Alfred H. Barber, Indian Agent, Vernon, B. C.

EX'D. A

With further reference to the Director's letter of June 10th, I give you hereunder a brief statement in connection with the Agreement made between the Dominion Minister of Mines, Department of Mines and Resources, and the Minister of Mines for British Columbia.

1. The Agreement provides that the administration, control and disposal of all minerals and mineral claims, precious and base, upon or under Indian Reserves in the Province of British Columbia, shall be subject to Provincial laws which will apply to prospecting, staking, recording, developing, leasing, etc., etc. This, however, will not affect any leases now existing by virtue of subsection 2 of section 50 of the Indian Act.

It provides further that no prospecting nor right of entry on the said Indian Reserves shall be authorized or permitted until permission has been obtained from the Indian Agent for the reserve concerned; such permission shall be subject to such terms and conditions as the Indian Agent may specify, and shall be granted only to such persons whose application for permission has been approved by the Gold Commissioner for the Mining Division of the Province in which such reserve is situated.

The Agreement further provides that these minerals and mineral rights shall only be subject thereto upon being surrendered pursuant to the terms of the Indian Act.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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2. The term "mineral" shall mean and include gold, silver and all naturally occurring useful minerals, but shall not include peat, coal, petroleum and natural gas, bitumen, oil shales, limestone, marble, clay, gypsum or any building stone when mined for building purposes; neither does it include earth, ash, marl, gravel, sand or any element which forms part of the agricultural surface of the land.

3. The Department of Mines for British Columbia, or their officers, shall collect all revenue, whether by way of purchase money, rent, recording fees, royalty or otherwise in respect of any sale or other disposition of minerals or mineral claims in or upon Indian Reserves; the Provincial Department will also collect all licence, permit or other fees.

4. One-half of all revenue collected by the terms of this agreement shall belong to the Province of British Columbia, and one-half of such revenue is at the end of every calendar year to be remitted to the Receiver General of Canada.

5. The agreement further provides that the scale of fees, charges, royalties, etc., relating to prospecting, staking, etc., in force at the date of the agreement, shall not be reduced without the consent of the Governor in Council.

6. The Province shall use its best efforts to collect revenue as referred to above, owing under the terms of the agreement in accordance with the Provincial Mining laws, in the same manner as revenue from minerals and mineral claims situated elsewhere than upon Indian Reserves. Further provision is made that the Province shall not be liable to the Dominion for failure to collect such fees. It also provides that the Province shall only be liable to the Dominion for one-half of the revenue collected in any one calendar year.

This information is passed on to you in the hope that it may assist you in having surrenders completed that you now have on hand. You may rest assured that as soon as this Bill is ratified by the Federal Government, when regulations are drafted covering mining in

(over)

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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the Province of British Columbia, the same will be forwarded for your information.

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

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

Copy.

Upper Similkameen,
I.R.No.2,
Hedley, B.C.

We, the Upper Similkameen Band of Indians here assembled in special meeting do hereby resolve as follows:-

"That whilst we are agreeable to surrender our "Reserves to the Government for mining purposes, "we are not prepared to surrender them until we "are assured by the Government that one-half of "all revenue received by the Government from any "mining claims or leases shall be returned for "distribution in cash, the other half to remain "in trust with the Government on our behalf."

Signed this 6th day of October, 1943, at Upper Similkameen Indian Reserve No.2 in the County of Yale.

Witness:-

"Alfred H.Barber"
Indian Agent.

"Chief Charlie Allison"
his
"Daniel X Allison
mark

"Johnny Holmes"

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

Upper Similkameen
I.R. No. 2.
Hedley. B.C.

We, the Upper Similkameen Band of Indians have assembled in special meeting do hereby resolve as follows:-

"That whilst we are agreeable to surrender our Reserves to the Government for mining purposes. We are not prepared to surrender them until we are assured by the Government that one half of all revenue received by the Government from any mining claims or leases, shall be returned for distribution in cash, the other half to remain in trust with the Government on our behalf."

Signed this 6th day of October, 1943 at Upper Similkameen Indian Reserve No. 2. in the Town of Zoke

Witness.

Alfred A. Becker
Indian Agent

Daniel X his mark Allison

Chief Charlie Allison

Johnny Holmes

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE_____

Okanagan Indian Agency,
Vernon, B.C.,
October 23, 1943.

Indian Affairs Branch, Dept. of Mines and Resources, Ottawa.

With reference to Departmental file No.18164-21 re surrender of minerals on several reserves of this Agency as instructed in letter dated April 20, 1943, and June 10,1943, I now beg to report as follows:-

On October 6th instant a meeting of the Upper Similkameen Band of Indians was held. Notices of the meeting had been posted on the Reserve and all male, adult members notified two weeks prior to that date.

The matter of surrender of minerals on the following Reserves of the Band was taken up:

Vermillion Forks (Upper Similkameen I.R.No.1),
Wolf Creek (Yakhlikaywalick) U.S.I.R.No.3,
Nine Mile Creek (Upper Similkameen) I.R.No.4,
Chuchuwayha (Upper Similkameen) I.R.Nos.2 and 20.

There are only six male adult members of this Reserve, of these two were absent, one away working in a logging camp, the other working outside the district.

After the provisions of the new British Columbia Indian Reserves Mineral Act were read over and explained to the Band through the interpreter, Chief Charlie Allison, the matter was discussed among the Indians at some length and the following decision was made by them.

That they did not want to vote on this question until sometime after December 1st next, as they understood there was to be a meeting of Indians on that date in Vancouver. Later, however, they passed a resolution, a copy of which is hereto attached, in which they express their willingness to surrender the minerals on their reserves when they are assured that one-half of all revenue received from mining leases and claims on their reserves will be returned yearly for distribution to the Band.

I informed the Band that I believed this would be quite agreeable to the Department. However, they were insistent that I obtain the Department's agreement to this before signing the surrender or voting.

This matter now is in abeyance pending the instructions of the Department in this regard.

Enclosure:-

(Alfred H.Barber)
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164 - 21

OFFIC[redacted] THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH
OCT 25 1943
REGISTERED

PLEASE QUOTE
FILE

Mr Moore

Okanagan Indian Agency,
Vernon, B.C.,
October 23, 1943.

Indian Affairs Branch, Dept. of Mines and Resources, Ottawa.

With reference to Departmental file No.18164-21 re surrender of minerals on several reserves of this Agency as instructed in letter dated April 20, 1943, and June 10,1943, I now beg to report as follows:-

On October 6th instant a meeting of the Upper Similkameen Band of Indians was held. Notices of the meeting had been posted on the Reserve and all male, adult members notified two weeks prior to that date.

The matter of surrender of minerals on the following Reserves of the Band was taken up:

Vermillion Forks (Upper Similkameen I.R.No.1),
Wolf Creek (Yakhlkaywalick) U.S.I.R.No.3,
Nine Mile Creek (Upper Similkameen) I.R.No.4,
Chuchuwayha (Upper Similkameen) I.R.Nos.2 and 2C.

There are only six male adult members of this Reserve, of these two were absent, one away working in a logging camp, the other working outside the district.

After the provisions of the new British Columbia Indian Reserves Mineral Act were read over and explained to the Band through the interpreter, Chief Charlie Allison, the matter was discussed among the Indians at some length and the following decision was made by them.

That they did not want to vote on this question until sometime after December 1st next, as they understood there was to be a meeting of Indians on that date in Vancouver. Later, however, they passed a resolution, a copy of which is hereto attached, in which they express their willingness to surrender the minerals on their reserves when they are assured that one-half of all revenue received from mining leases and claims on their reserves will be returned yearly for distribution to the Band.

I informed the Band that I believed this would be quite agreeable to the Department. However, they were insistent that I obtain the Department's agreement to this before signing the surrender or voting.

This matter now is in abeyance pending the instructions of the Department in this regard.

Enclosure:-

Alfred H. Barber
(Alfred H.Barber)
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18164-21

Ottawa, October 29, 1943.

EXD
A.

Mr. Alfred H. Barber, Indian Agent, Vernon, B. C.

This will acknowledge your letter of October 23rd, enclosing resolution of the Similkameen Band of Indians, expressing their willingness to surrender the minerals on their reserve provided they are assured that one-half the revenue received from mining leases and claims will be returned to them by yearly distribution.

The Band's request in this matter has received due consideration, and you are advised that the Government cannot accept a surrender which limits the discretionary powers of the Minister under the Indian Act.

H. Jones

Director.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Copy.

R.P.BROWN, B.C.L.S.

Penticton,B.C. June 17, 1944.

A.H.Barber, Esq.,
Indian Agent,
Vernon, B.C.

Dear Mr.Barber:-

Messrs. Locke, Lane, Guild & Sheppard Barristers of Vancouver, apparently have received instructions from the Hedley Amalgamated Gold Mines Ltd. to attempt to regain possession of the claims that were held by them on I.R.No.2 Hedley.

In part their letter to me asks quote "We would be obliged if you would ask the Indian Agent as to the attitude of the Department and if he takes the attitude that the reserve is not open for prospecting please ask him if he has or will obtain for you from the Department of Indian Affairs any regulations made by the Governor-in-Council under the 1938 amendment to the "Indian Act" so that we can determine what is the proper procedure to obtain permission to enter on the reserve. The Agreement made between the Dominion and the Province of British Columbia in 1943, which is a schedule to the "Indian Reserve Mineral Resources Act" of 1943, requires the consent only of the band in respect of base minerals and mineral rights and does not affect precious metals, and as the discretion of the Superintendent General under the 1938 Amendment, is unrestricted we think a surrender by the Band or any consent of the Band is unnecessary" unquote.

I shall be obliged if you will let me have the information asked for in their above paragraph personally I think that they are all wet.

Yours very truly,

(Sgd.) R.P.Brown,

B.C.L.S.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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OFFICE OF THE
INDIAN AGENT

CANADA

DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE U.S.2-19-2.

Vernon, B.C.
June 29, 1944.

Dear Sir:-

In acknowledgment of your letter of the 17th instant with regard to the Hedley Amalgamated Gold Mines Ltd. on whose behalf it would appear that Messrs. Locke, Lane, Guild and Sheppard, barristers, Vancouver, have written you enquiring as to the standing of their former lease or the possibility of regaining possession of their claims.

I would advise that this lease was cancelled by the Department as and from the 1st day of November, 1939.

The issuance of permits to enter upon any Indian reserve for prospecting or mining purposes is governed by the "British Columbia Indian Reserves Mineral Resources Act" under which "the term "mineral" shall mean and include gold, silver and all naturally occurring useful minerals."

The last paragraph of Section 2 of this Act reads:-

"And provided further that base minerals and mineral "rights shall only be subject to this agreement upon "being surrendered pursuant to the Indian Act".

As the minerals in the reserve concerned have not been surrendered pursuant to the terms of the Indian Act, no right of entry or prospecting can be authorized at this time.

Section (a) of sub-section 2 of Section 50 of the Indian Act deals with the granting of right to prospect, mine, etc. upon surrender.

Section (b) of this section deals with the issuance of leases without surrender of surface rights to any person authorized to mine any of the minerals mentioned in this Section.

I think the above will give you the information required.

Yours truly,

(Alfred H. Barber)
Indian Agent.

R.P.Brown, Esq., B.C.L.S.,
P.O.Box 136,
Penticton, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

18164 - 21

OFFICE OF THE
INDIAN AGENT

PLEASE QUOTE
FILE U.S. 2-19-2.

Department of Mines & Resources
Canada
Indian Affairs Branch
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH
REGISTERED

Okanagan Indian Agency,
Vernon, B.C.,
June 29, 1944.

Indian Affairs Branch, Dept. of Mines and Resources, Ottawa.

The attached is a copy of a letter received from Mr.R.P.Brown, B.C.L.S., Penticton and a copy of my reply thereto of the 29th instant.

I would refer to Departmental File No.18164-21 Mining Permit No.U.S.2-A and to Departmental letter No.13164-143 dated November 18, 1940, in cancellation of the lease dated February 27, 1937, issued in favour of the Hedley Amalgamated Gold Mines.

I would ask that the Department advise in this regard.

I think that possibly this action on the part of the Company is due to the activities of the Kelowna Exploration and Mining Co. in the district, as I have received and have on file an application from them for a permit to enter Upper Similkameen Indian Reserve No.2 which, of course, can not be granted until such time as the surrender of the Minerals has been obtained.

I have also received a number of enquiries in regard to mining on this reserve during the past few months.

I would appreciate an early reply.

Enclosure:-

(Alfred H.Barber)
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File 18164-21

Ottawa, August 7, 1944.

Mr. Alfred H. Barber, Indian Agent, Vernon, B. C.

Re: Hedley Amalgamated Gold Mines,
Permits U. S. NO.1 and U. S. No. 2A.

Your letter of June 9 was received.

As advised in my letter of December 11, 1941, cancellation was authorized. The cancellation was entered on December 29, 1911.

Please refer to my letter of June 14, 1943, which gives a summary of the effect of the agreement with the Province. The prospecting for and development of precious and base metals are under the control of the Province. Mining permits and Miners' licences are issued by the Province. However, the provincial authorities will not issue permits for Reserves in which mineral rights have not been surrendered.

As there is no surrender of the mineral rights by the Similkameen Band, Miners' licences can not be issued for prospecting on the Reserves.

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

Would the band engage, pending consent to a surrender of the mineral rights —

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

OFFICE OF THE DEPUTY MINISTER

M Keffe

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

When replying please refer to File 304.

Department of Mines & Resources
Indian Affairs Branch
APR. 11 1945
REGISTERED

April 4, 1945

D. J. Allan, Esq.,
Superintendent, Reserves & Trusts,
Indian Affairs Branch,
Department of Mines & Resources,
Ottawa, Canada.

Dear Mr. Allan:

While our House was in Session Hedley Amalgamated Gold Mines Limited came to us with a problem concerning certain claims the company had held, and thought it still held, on Chuchuwayha No. 2 Indian Reserve at Hedley.

The claims within the Indian Reserve cover the principal showings developed some years ago by this company. Recently Hedley Mascot Gold Mines Limited became interested in the Amalgamated's holdings and tried to acquire them by purchase. It was found then, by the Managing Director who had been called away on War work, that the Crown Grants of the gold and silver rights within the Indian Reserve had not, as he thought, been obtained.

At the time of the formal transfer of the Indian lands to the Dominion three companies had obtained their certificates of improvement and applied for Crown Grants of claims on Indian Reserves. Hedley Amalgamated was one of them.

You will remember at the time we worked out the arrangments for administering mineral rights on Indian Reserves that you requested that, for the time being, the Province should not issue Crown Grants and I agreed. I informed the Deputy Minister of Lands and he refused the

pto

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Crown Grants to the three companies that had applied.

When Hedley Amalgamated brought their case to me recently I discovered that our Deputy Attorney General had, when the Company first applied, advised Hedley Amalgamated that he saw no reason why the Crown Grants should not issue. I was not aware of this commitment on the part of the Province when I advised Mr. Cathcart that Crown Grants should not issue on Indian Reserves.

We had no option but to pass a special Act at the present Legislature reinstating certain claims formerly held by Hedley Amalgamated on the aforementioned Indian Reserve. Had we not done so I think Hedley Amalgamated would have asked for a petition of right which their Solicitors had advised the Company to ask for when the case was under consideration some years ago. This would have put the matter into the Courts and I think the better way is for the Province to issue the Crown Grants for the gold and silver and have the Company get a permit from your Department to enter and mine.

I do not understand why the Indians will not surrender the mineral rights on this Reserve unless it is the fact, as indicated to me, that the Chief may be trying to shake the Company down for something on the side. I am told by local people that he is not adverse to taking a handout for himself in such matters.

I do not know if the other cases will come up. Canty Mines Limited in the Hedley area has been dissolved and their case cannot come up unless the Company is reinstated by a Court Order. The third company, Danzig Mines Limited, were concerned with about one-half a claim overlapping an Indian Reserve in the Zeballos Area and I doubt if it is important enough to bother about.

I trust that some arrangement can be worked out satisfactorily with Hedley Amalgamated or

....3

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Hedley Mascot, who intends to purchase the property and that this matter can be kept out of the Courts. For the time being we have instructed our Mining Recorders to warn anybody desiring to stake ground on Indian Reserves that Crown Grants will not be issued.

Yours very truly,

John J. Walker

Deputy Minister of Mines.

JFW/gw

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File - 18164-21

copy sent to Indian Agent A H Barber, Vernon. BC

Ottawa, April 18th, 1945.

Dear Doctor Walker:

re: your file 304.

Your letter of April 4th was duly received. Hedley Amalgamated Gold Mines Limited in 1935 signed an agreement expressed to be made by the Crown on behalf of Mrs. Ardat Jack, Indian of the Similkameen Band. The agreement was executed by the Company, Mrs. Jack, and other Indians and was for the leasing of 21.8 acres for a small site at a rental of $5.00 per acre per year in 1936. Agreement was submitted through our agent at Vernon for approval.

Following correspondence with the Company, a lease was made between the Crown, represented by the Minister of Mines and Resources, and the Company. A copy of that lease is enclosed for your information.

The Company paid the first instalment of rent which was due on the execution of the lease and also the instalments due on November 1st, 1937 and 1938. In 1940, Mr. R. P. Brown, B.C. Land Surveyor advised that the Company had not funds to pay further rent and requested the cancellation of the lease. Cancellation was made effective November 1st, 1939 so that on cancellation there was no further rent owing.

If a similar lease would now suit the Company, and is still agreeable to the Indian locatees of the land, such a new lease might be arranged. If the Company would get in touch with our agent, Mr. Alfred Barber at Vernon, B.C., Mr. Barber would report if the locatee is agreeable and request a new lease.

.....

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

A special act reinstating claims formerly held by Hedley Amalgamated would be of interest to us in regard to our base metals in the claim areas, and I would be obliged if you would have two or three copies of the act forwarded.

Possibly Canty Mines Limited and Danzig Mines Limited are no longer interested in their claims in the Reserve. Should their interests revive, and should they wish to secure a lease of surface rights to enable them to mine their properties, applications on their behalf would be considered.

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

Encl.

Dr. John F. Walker,
Deputy Minister of Mines,
Department of Mines,
VICTORIA, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Certified correct as passed Third Reading on the 26th day of March, 1945. E. C. McINTYRE, *Law Clerk.*

HON. MINISTER OF MINES.

BILL

No. 97.] [1945.

An Act to provide for the Reinstatement of certain Mineral Claims situate at or near Hedley.

WHEREAS Hedley Amalgamated Gold Mines, Limited (Non-Personal Liability), hereinafter referred to as the "Company," being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1940, the recorded owner of the nine mineral claims mentioned in the Schedule: Preamble.

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1941, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said nine claims prior to the thirty-first day of May, 1940:

And whereas the said nine claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and seventy dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1945:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

1. This Act may be cited as the "Hedley Amalgamated Gold Mines, Limited, Reinstatement Act." Short title.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of a free miner's certificate running from the thirty-first day of May, 1940, to the thirty-first day of May, 1941, and of a free miner's certificate running from the thirty-first day of May, 1941, to the thirty-first day of May, 1942, and of a free miner's certificate running from the thirty-first day of May, 1942, to the thirty-first day of May, 1943, and of a free miner's certificate running from the thirty-first day of May, 1943, to the thirty-first day of May, 1944, and of a free miner's certificate running from the thirty-first day of May, 1944, to the thirty-first day of May, 1945, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1940, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificates of Improvement issued.
Billy Goat No. 1	July 11, 1933	1864 (S.)	Similkameen Division of Yale District	March 14, 1936.
Billy Goat No. 2	July 11, 1933	1865 (S.)	Similkameen Division of Yale District	March 14, 1936.
Whirlwind	April 1, 1920	1866 (S.)	Similkameen Division of Yale District	March 14, 1936.
Cyclone	April 1, 1920	1867 (S.)	Similkameen Division of Yale District	March 14, 1936.
Atlas Fraction	May 21, 1934	1868 (S.)	Similkameen Division of Yale District	March 14, 1936.
Jumbo	April 1, 1920	1869 (S.)	Similkameen Division of Yale District	March 14, 1936.
Joan Fraction	August 5, 1934	1871 (S.)	Similkameen Division of Yale District	March 14, 1936.
Butte	May 3, 1932	1872 (S.)	Similkameen Division of Yale District	March 14, 1936.
N.S.	September 1, 1935	1873 (S.)	Similkameen Division of Yale District	March 14, 1936.

VICTORIA, B.C.:
Printed by CHARLES F. BANFIELD, Printer to the King's Most Excellent Majesty.
1945.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
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CANADA

Certified correct as passed Third Reading on the 26th day of March, 1945. E. C. McINTYRE, *Law Clerk.*

HON. MINISTER OF MINES.

BILL

No. 97.] [1945.

An Act to provide for the Reinstatement of certain Mineral Claims situate at or near Hedley.

WHEREAS Hedley Amalgamated Gold Mines, Limited (Non-Personal Liability), hereinafter referred to as the "Company," being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1940, the recorded owner of the nine mineral claims mentioned in the Schedule: Preamble.

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1941, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said nine claims prior to the thirty-first day of May, 1940:

And whereas the said nine claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and seventy dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1945:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

1. This Act may be cited as the "Hedley Amalgamated Gold Mines, Limited, Reinstatement Act." Short title.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of a free miner's certificate running from the thirty-first day of May, 1940, to the thirty-first day of May, 1941, and of a free miner's certificate running from the thirty-first day of May, 1941, to the thirty-first day of May, 1942, and of a free miner's certificate running from the thirty-first day of May, 1942, to the thirty-first day of May, 1943, and of a free miner's certificate running from the thirty-first day of May, 1943, to the thirty-first day of May, 1944, and of a free miner's certificate running from the thirty-first day of May, 1944, to the thirty-first day of May, 1945, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1940, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificates of Improvement issued.
Billy Goat No. 1	July 11, 1933	1864 (S.)	Similkameen Division of Yale District	March 14, 1936.
Billy Goat No. 2	July 11, 1933	1865 (S.)	Similkameen Division of Yale District	March 14, 1936.
Whirlwind	April 1, 1920	1866 (S.)	Similkameen Division of Yale District	March 14, 1936.
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Atlas Fraction	May 21, 1934	1868 (S.)	Similkameen Division of Yale District	March 14, 1936.
Jumbo	April 1, 1920	1869 (S.)	Similkameen Division of Yale District	March 14, 1936.
Joan Fraction	August 5, 1934	1871 (S.)	Similkameen Division of Yale District	March 14, 1936.
Butte	May 3, 1932	1872 (S.)	Similkameen Division of Yale District	March 14, 1936.
N.S.	September 1, 1935	1873 (S.)	Similkameen Division of Yale District	March 14, 1936.

VICTORIA, B.C.:
Printed by CHARLES F. BANFIELD, Printer to the King's Most Excellent Majesty.
1945.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
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CANADA

18164 - 21

OF CHIEF GOLD COMMISSIONER

WHEN REPLYING PLEASE REFER TO

FILE NO. 304

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

Mr Keyfoke

April 24th, 1945.

Department of Mines & Resources
Indian Affairs Branch
MAY 1 1945
REGISTERED

D. J. Allan, Esq.,
Superintendent,
Reserves & Trusts,
Department of Mines & Resources,
Ottawa, Ont.

Dear Sir:

Your File: 18164-21

This is to acknowledge yours of the 18th instant, with enclosure, addressed to Dr. Walker. He is at Ottawa today and possibly may have called at your office. Your letter will be placed before Dr. Walker on his return to the office. In the meantime I am advising Hedley Amalgamated Gold Mines Ltd. that a new lease similar to that made in 1936 might be arranged.

Attached hereto are three copies of the Hedley Amalgamated Gold Mines Ltd. Reinstatement Act.

At the moment it would appear that Canty Mines Ltd. is not interested in their claims in the reserve, but we have no definite information in this regard. Danzig Mines Ltd. obtained a Crown grant to that portion of their claim lying outside the boundaries of the Ous #17 Indian Reserve, Vancouver Island. That Company has not made any further application in respect of the grant to rights within the boundaries of the reserve.

Yours very truly,

P. J. Muckleston

Chief Gold Commissioner.

PJM/wa
Encls. (3)

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Dép. des Affaires Indiennes
Parlement d'Ottawa
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Chuchuwayha
Nos. 2, 2A, 2B.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

CHU-CHU-WAY-HA
RES. Nº 2
~~3570 AC~~

Nº 2
Small fir
Good pasture
Rocky Bluffs and slides
Surrendered Reserve
Lot not eliminated from the Reserve
To Nicola Forks
Field
Rocky Bluffs
Reserve Nº 11
Nº 2B
160 ac
Rocky Bluffs and slides
Open grass land
Timber
Good pasture
Rocky Bluffs and slides
20 Mile Creek
Rocky Bluffs
Rocky Bluffs
Rocky Bluffs

PLAN Nº2

OF THE

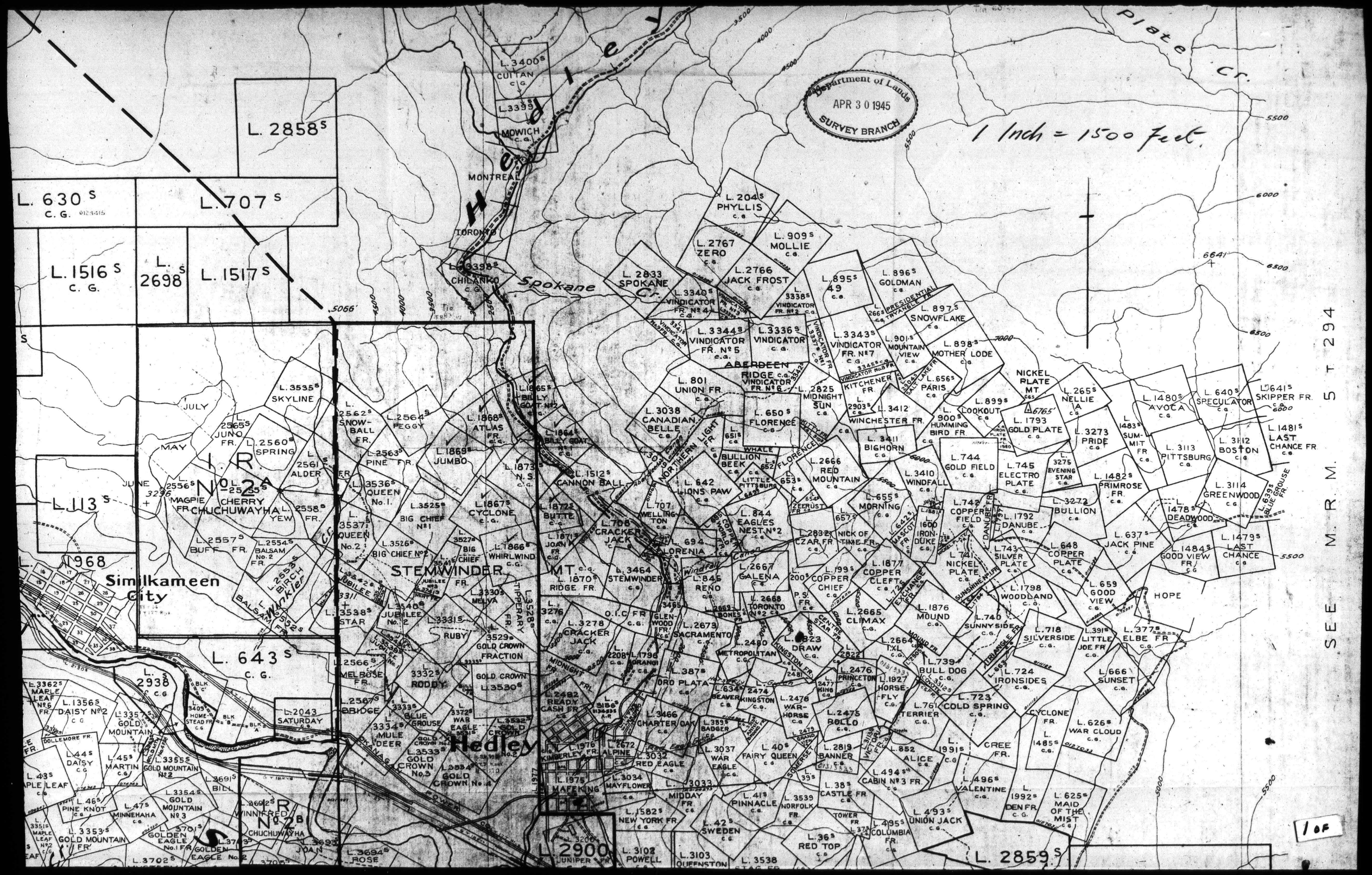
UPPER SIMILKAMEEN INDIAN RESERVES

OSOYOOS DIVISION YALE DISTRICT

BRITISH COLUMBIA.

Scale 40 chains to 1 inch

15 X 21


Department of Lands
APR 30 1945
SURVEY BRANCH
1 Inch = 1500 feet.
Hedley
Spokane Cr.
Plate Cr.
Similkameen City
Hedley
L. 2858s
L. 630s C. G.
L. 707s
L. 1516s C. G.
L. 2698s
L. 1517s
L. 113s
L. 1968
L. 643s C. G.
L. 2938s C. G.
L. 2043 SATURDAY
L. 2900
L. 2859s
L. 3400s CUTTAN C. G.
L. 3399s MOWICH C. G.
MONTREAL
TORONTO
L. 3398s CHILANKO C. G.
L. 204s PHYLLIS C. G.
L. 2767 ZERO C. G.
L. 909s MOLLIE C. G.
L. 2833 SPOKANE
L. 2766 JACK FROST C. G.
L. 3340s VINDICATOR FR. No 4 C. G.
L. 3338s VINDICATOR FR. No 2 C. G.
L. 895s 49 C. G.
L. 896s GOLDMAN C. G.
L. 897s SNOWFLAKE C. G.
L. 3344s VINDICATOR FR. No 5 C. G.
L. 3336s VINDICATOR C. G.
L. 3343s VINDICATOR FR. No 7 C. G.
L. 901s MOUNTAIN VIEW C. G.
L. 898s MOTHER LODE C. G.
ABERDEEN RIDGE C. G.
VINDICATOR FR. No 6
L. 801 UNION FR. C. G.
L. 2825 MIDNIGHT SUN C. G.
L. 650s FLORENCE C. G.
L. 656s PARIS C. G.
L. 3412 WINCHESTER FR.
L. 3038 CANADIAN BELLE C. G.
L. 642 LIONS PAW C. G.
L. 707 WELLINGTON
L. 694 LORENIA
L. 845 RENO
L. 708 CRACKER JACK
L. 3464 STEMWINDER C. G.
L. 1870s RIDGE FR.
L. 3276 C. G.
L. 3278 CRACKER JACK
L. 2673 SACRAMENTO
L. 2480 METROPOLITAN C. G.
L. 387s ORO PLATA C. G.
L. 3466 CHARTER OAK C. G.
L. 2482 READY CASH FR.
L. 1976 KIMBERLEY FR.
L. 2672 ALPINE
L. 3032 RED EAGLE C. G.
L. 3034 MAYFLOWER C. G.
L. 3033 MIDDAY FR.
L. 1582s NEW YORK FR.
L. 3102 POWELL C. G.
L. 3103 QUEENSTON
L. 3538
L. 42s SWEDEN C. G.
L. 41s PINNACLE C. G.
L. 3539 NORFOLK FR.
L. 40s FAIRY QUEEN C. G.
L. 3037 WAR EAGLE C. G.
L. 3389s BADGER C. G.
L. 2476 WARHORSE C. G.
L. 2474 KINGSTON C. G.
L. 634s BEAVER C. G.
L. 2476 PRINCETON
L. 2477 KING C. G.
L. 2475 BOLLO C. G.
L. 2819 BANNER C. G.
L. 38s CASTLE FR. C. G.
L. 36s RED TOP C. G.
L. 495s COLUMBIA FR. C. G.
L. 493s UNION JACK C. G.
L. 494s CABIN No 3 FR.
L. 852 ALICE C. G.
L. 1991s C. G.
L. 496s VALENTINE C. G.
L. 1992s DEN FR. C. G.
L. 625s MAID OF THE MIST C. G.
L. 1485s C. G.
L. 626s WAR CLOUD C. G.
L. 666 SUNSET C. G.
L. 723 COLD SPRING C. G.
L. 761 TERRIER C. G.
L. 1927 HORSEFLY C. G.
L. 739s BULL DOG C. G.
L. 724 IRONSIDES C. G.
L. 718 SILVERSIDE C. G.
L. 391s LITTLE JOE FR. C. G.
L. 377s ELBE FR. C. G.
L. 740 SUNNYSIDE C. G.
L. 1798 WOODLAND C. G.
L. 659 GOOD VIEW C. G.
L. 648 COPPER PLATE C. G.
L. 637s JACK PINE C. G.
L. 1479s LAST CHANCE C. G.
L. 1484s GOOD VIEW FR. C. G.
L. 1478s DEADWOOD C. G.
L. 3114 GREENWOOD C. G.
L. 3112 BOSTON C. G.
L. 3113 PITTSBURG C. G.
L. 1481s LAST CHANCE FR. C. G.
L. 640s SPECULATOR C. G.
L. 641s SKIPPER FR. C. G.
L. 1480s AVOCA C. G.
L. 1483s SUMMIT FR. C. G.
L. 3273 PRIDE C. G.
L. 1482s PRIMROSE FR. C. G.
L. 3272 BULLION C. G.
L. 1793 GOLD PLATE C. G.
L. 745 ELECTRO PLATE C. G.
L. 3275 EVENING STAR C. G.
L. 1792 DANUBE C. G.
L. 743 SILVER PLATE C. G.
L. 741 NICKEL PLATE C. G.
L. 1798 WOODLAND C. G.
L. 1876 MOUND C. G.
L. 2665 CLIMAX C. G.
L. 2664 TXL C. G.
L. 1877 COPPER CLEFT C. G.
L. 199s COPPER CHIEF C. G.
L. 2667 GALENA C. G.
L. 2668 TORONTO No 2 C. G.
L. 2669 BONES FR.
L. 823 DRAW C. G.
L. 744 GOLD FIELD C. G.
L. 3410 WINDFALL C. G.
L. 655s MORNING C. G.
L. 2666 RED MOUNTAIN C. G.
L. 844 EAGLES NEST No 2 C. G.
L. 2832 CZAR FR. C. G.
L. 1600 IRON DUKE C. G.
L. 742 COPPER FIELD C. G.
L. 899s LOOKOUT C. G.
L. 900s HUMMING BIRD FR. C. G.
L. 265s NELLIE A C. G.
NICKEL PLATE MT.
L. 3411 BIGHORN C. G.
L. 2903s
L. 2904s
L. 1868s ATLAS FR. C. G.
L. 1869s JUMBO
L. 1867s CYCLONE C. G.
L. 1866s WHIRLWIND C. G.
L. 3525s BIG CHIEF No 1
L. 3526s BIG CHIEF No 2
L. 3527s BIG CHIEF
L. 3330s MELVA
L. 3331s RUBY
L. 3529s GOLD CROWN FRACTION
L. 3530s GOLD CROWN
L. 3532s GOLD CROWN
L. 3332s RODDY
L. 3333s BLUE GROUSE
L. 3372s WAR EAGLE
L. 3533s GOLD CROWN No 3
L. 3534s GOLD CROWN No 4
L. 3536s QUEEN No 1
L. 3537s QUEEN No 2
L. 3540s JUBILEE No 2
L. 3538s STAR
L. 3334s MULE DEER
L. 2562s SNOWBALL FR.
L. 2564s PEGGY
L. 2563s PINE FR.
L. 2565s JUNO FR.
L. 2560s SPRING
L. 2561 ALDER
L. 2556s MAGPIE FR.
L. 2558s FR.
L. 2557s BUFF FR.
L. 2554s BALSAM No 2 FR.
L. 2553s BIRCH
L. 2552s BALSAM FR.
L. 3535s SKYLINE
L. 1865s BILLY GOAT No 2
L. 1864 BILLY GOAT No 1
L. 1873 N.S. C. G.
L. 1512s CANNON BALL
L. 1872 BUTTE
L. 1871s JOAN FR.
L. 2567s BRIDGE
L. 2566s MELROSE FR.
L. 3362s MAPLE LEAF No 6 FR.
L. 1356s DAISY No 2 C. G.
L. 3357s GOLD MOUNTAIN
L. 3355s GOLD MOUNTAIN No 2
L. 44s DAISY C. G.
L. 45s MARTIN C. G.
L. 43s MAPLE LEAF C. G.
L. 46s PINE KNOT C. G.
L. 47s MINNEHAHA C. G.
L. 3354s GOLD MOUNTAIN No 3
L. 3353s GOLD MOUNTAIN FR.
L. 3691s BILL
L. 3692s WINNIFRED
L. 3693s JOAN
L. 3694s ROSE
L. 3702s
L. 3701s GOLDEN EAGLE No 1 FR.
L. 3703s GOLDEN EAGLE No 2
L. 3335s MAPLE LEAF No 2 C. G.
L. 3409s HOMESTEAD FR. C. G.
L. 3186s
L. 3200s
L. 1977
L. 3200s JUNIPER FR.
L. 1975 MAFEKING
L. 1868s
L. 1864
L. 1871s
L. 3542s
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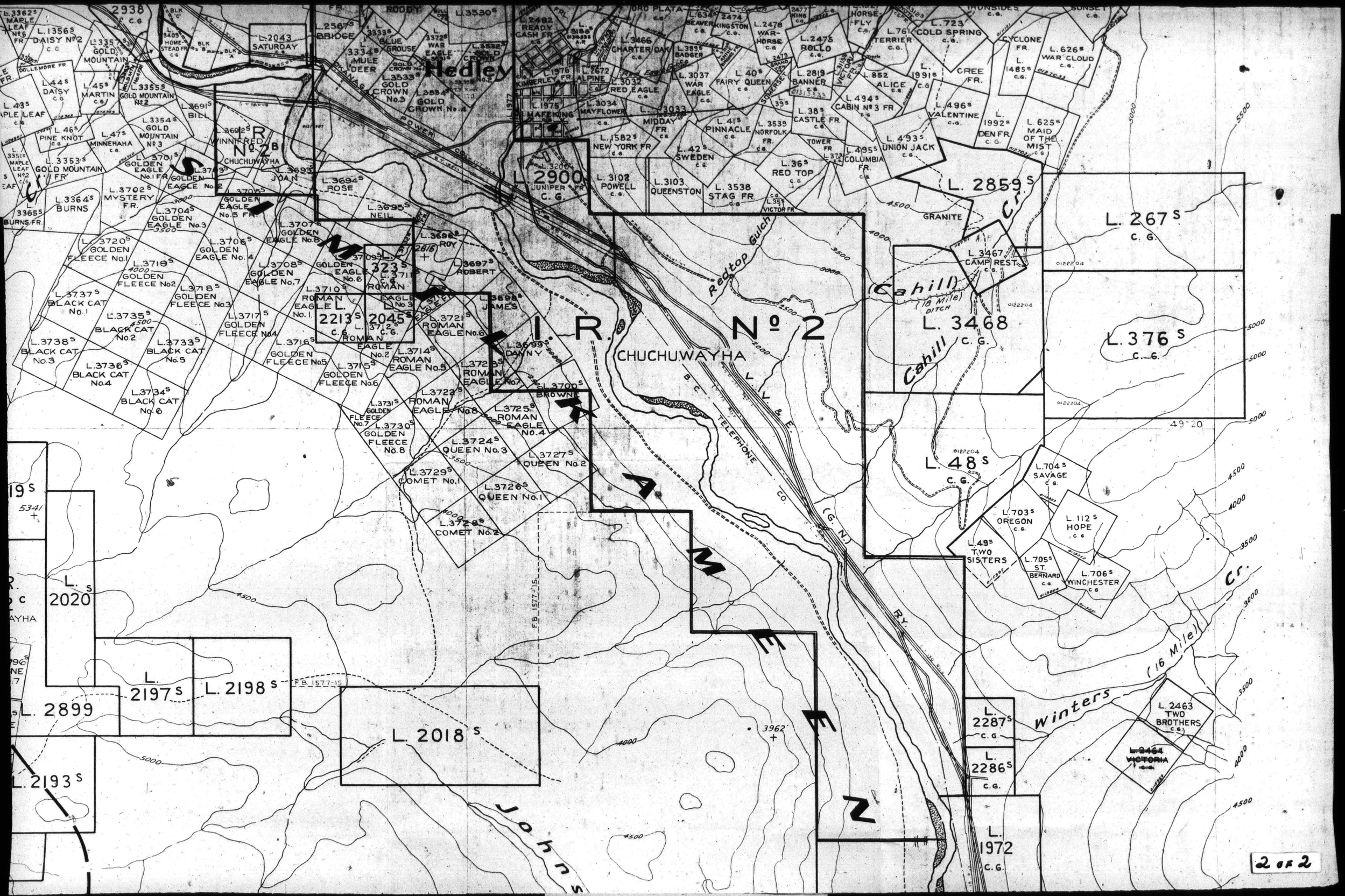
Hedley
L. 2900 C.G.
L. 2859 S
L. 267 S C.G.
L. 3468 C.G.
L. 376 S C.G.
L. 48 S C.G.
L. 2020 S
L. 2197 S
L. 2198 S
L. 2899
L. 2018 S
L. 2193 S
L. 2287 S C.G.
L. 2286 S C.G.
L. 1972 C.G.
L. 2213 S C.G.
L. 2045 S C.G.
L. 323 S C.G.
L. 3467 CAMP REST C.G.
L. 704 S SAVAGE C.G.
L. 703 S OREGON C.G.
L. 112 S HOPE C.G.
L. 49 S TWO SISTERS
L. 705 S ST. BERNARD C.G.
L. 706 S WINCHESTER C.G.
L. 2463 TWO BROTHERS C.G.
~~L. 2464 VICTORIA~~
L. 2043 SATURDAY
L. 1356 S DAISY No 2
L. 44 S DAISY C.G.
L. 45 S MARTIN C.G.
L. 3355 S GOLD MOUNTAIN No 2
L. 3691 S BILL
L. 3692 S WINNIFRED No 2
L. 3693 S JOAN
L. 3694 S ROSE
L. 3695 S NEIL
L. 3696 S ROY
L. 3697 S ROBERT
L. 3698 S JAMES
L. 3699 S DANNY
L. 3700 S BROWNE
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L. 3533 S GOLD CROWN No 3
L. 3534 S GOLD CROWN No 4
L. 3532 S GOLD CROWN No 2
L. 3372 S WAR EAGLE
L. 3333 S BLUE GROUSE
L. 3334 S MULE DEER
L. 2567 S BRIDGE
L. 2482 READY CASH FR
L. 1976 FR KIMBERLEY
L. 1975 MAFEKING
L. 2672 ALPINE
L. 3032 RED EAGLE
L. 3034 MAYFLOWER
L. 3033 MIDDAY FR
L. 1582 S NEW YORK FR
L. 3108 POWELL
L. 3103 QUEENSTON
L. 3538 STAG FR
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L. 41 S PINNACLE
L. 3539 NORFOLK FR
L. 36 S RED TOP
L. 38 S CASTLE FR
L. 2819 BANNER
L. 2475 ROLLO
L. 2478 WAR-HORSE
L. 3466 CHARTER OAK
L. 3037 WAR EAGLE
L. 3389 BADGER
L. 634 BEAVER
L. 2474 KINGSTON
L. 761 TERRIER
L. 723 COLD SPRING
L. 852 ALICE
L. 1991 S
L. 494 S CABIN No 3 FR
L. 495 S COLUMBIA FR
L. 493 S UNION JACK
L. 496 S VALENTINE
L. 1992 S DEN FR
L. 625 S MAID OF THE MIST
L. 626 S WAR CLOUD
L. 1485 S
L. 2938 C.G.
L. 3362 S MAPLE LEAF No 6 FR
L. 3357 S GOLD MOUNTAIN
L. 43 S MAPLE LEAF
L. 46 S PINE KNOT
L. 47 S MINNEHAHA
L. 3354 S GOLD MOUNTAIN No 3
L. 3353 S GOLD MOUNTAIN FR
L. 3351 S MAPLE LEAF No 2 FR
L. 3701 S GOLDEN EAGLE No 1 FR
L. 3702 S MYSTERY FR
L. 3364 S BURNS
L. 3365 S BURNS FR
L. 3720 S GOLDEN FLEECE No 1
L. 3719 S GOLDEN FLEECE No 2
L. 3737 S BLACK CAT No 1
L. 3735 S BLACK CAT No 2
L. 3738 S BLACK CAT No 3
L. 3733 S BLACK CAT No 5
L. 3736 S BLACK CAT No 4
L. 3734 S BLACK CAT No 6
L. 3718 S GOLDEN FLEECE No 3
L. 3717 S GOLDEN FLEECE No 4
L. 3716 S GOLDEN FLEECE No 5
L. 3715 S GOLDEN FLEECE No 6
L. 3731 S GOLDEN FLEECE No 7
L. 3730 S GOLDEN FLEECE No 8
L. 3704 S GOLDEN EAGLE No 3
L. 3706 S GOLDEN EAGLE No 4
L. 3707 S GOLDEN EAGLE No 8
L. 3708 S GOLDEN EAGLE No 7
L. 3710 S ROMAN EAGLE No 1
L. 3721 S ROMAN EAGLE No 6
L. 3714 S ROMAN EAGLE No 5
L. 3722 S ROMAN EAGLE No 8
L. 3725 S ROMAN EAGLE No 4
L. 3724 S QUEEN No 3
L. 3727 S QUEEN No 2
L. 3729 S COMET No 1
L. 3726 S QUEEN No 1
L. 3728 S COMET No 2
L. 3723 S ROMAN EAGLE No 3
L. 3722 S ROMAN EAGLE No 2
L. 3723 S ROMAN EAGLE No 6
L. 3728 S ROMAN EAGLE No 7
L. 3706 S GOLDEN EAGLE No 5 FR
L. 3703 S GOLDEN EAGLE No 2
L. 3705 S GOLDEN EAGLE No 1
I. R. No 2 CHUCHUWAYHA
A M E N
Redtop Gulch
Cahill (½ Mile) DITCH
Cahill
Winters (16 Mile) Cr.
Johns
GRANITE
Cr.
TELEPHONE CO
(G. N.) RY.
B.C. L.L.&E.
F.B. 1577-15
49°20'
0122204
5000
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4000
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3000
3962
5341
2 of 2

Certified correct as passed Third Reading on the 26th day of March, 1945. E. C. McINTYRE, *Law Clerk.*

HON. MINISTER OF MINES.

BILL

No. 97.] [1945.

An Act to provide for the Reinstatement of certain Mineral Claims situate at or near Hedley.

WHEREAS Hedley Amalgamated Gold Mines, Limited (Non-Personal Liability), hereinafter referred to as the "Company," being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1940, the recorded owner of the nine mineral claims mentioned in the Schedule: Preamble.

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1941, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said nine claims prior to the thirty-first day of May, 1940:

And whereas the said nine claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and seventy dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1945:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

1. This Act may be cited as the "Hedley Amalgamated Gold Mines, Limited, Reinstatement Act." Short title.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of a free miner's certificate running from the thirty-first day of May, 1940, to the thirty-first day of May, 1941, and of a free miner's certificate running from the thirty-first day of May, 1941, to the thirty-first day of May, 1942, and of a free miner's certificate running from the thirty-first day of May, 1942, to the thirty-first day of May, 1943, and of a free miner's certificate running from the thirty-first day of May, 1943, to the thirty-first day of May, 1944, and of a free miner's certificate running from the thirty-first day of May, 1944, to the thirty-first day of May, 1945, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1940, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificates of Improvement issued.
Billy Goat No. 1	July 11, 1933	1864 (S.)	Similkameen Division of Yale District	March 14, 1936.
Billy Goat No. 2	July 11, 1933	1865 (S.)	Similkameen Division of Yale District	March 14, 1936.
Whirlwind	April 1, 1920	1866 (S.)	Similkameen Division of Yale District	March 14, 1936.
Cyclone	April 1, 1920	1867 (S.)	Similkameen Division of Yale District	March 14, 1936.
Atlas Fraction	May 21, 1934	1868 (S.)	Similkameen Division of Yale District	March 14, 1936.
Jumbo	April 1, 1920	1869 (S.)	Similkameen Division of Yale District	March 14, 1936.
Joan Fraction	August 5, 1934	1871 (S.)	Similkameen Division of Yale District	March 14, 1936.
Butte	May 3, 1932	1872 (S.)	Similkameen Division of Yale District	March 14, 1936.
N.S.	September 1, 1935	1873 (S.)	Similkameen Division of Yale District	March 14, 1936.

VICTORIA, B.C.:
Printed by CHARLES F. BANFIELD, Printer to the King's Most Excellent Majesty.
1945.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
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HON. MINISTER OF MINES.

BILL

No. 97.] [1945.

An Act to provide for the Reinstatement of certain Mineral Claims situate at or near Hedley.

WHEREAS Hedley Amalgamated Gold Mines, Limited (Non-Personal Liability), hereinafter referred to as the "Company," being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1940, the recorded owner of the nine mineral claims mentioned in the Schedule: Preamble.

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1941, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said nine claims prior to the thirty-first day of May, 1940:

And whereas the said nine claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and seventy dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1945:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

1. This Act may be cited as the "Hedley Amalgamated Gold Mines, Limited, Reinstatement Act." Short title.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of a free miner's certificate running from the thirty-first day of May, 1940, to the thirty-first day of May, 1941, and of a free miner's certificate running from the thirty-first day of May, 1941, to the thirty-first day of May, 1942, and of a free miner's certificate running from the thirty-first day of May, 1942, to the thirty-first day of May, 1943, and of a free miner's certificate running from the thirty-first day of May, 1943, to the thirty-first day of May, 1944, and of a free miner's certificate running from the thirty-first day of May, 1944, to the thirty-first day of May, 1945, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1940, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificates of Improvement issued.
Billy Goat No. 1	July 11, 1933	1864 (S.)	Similkameen Division of Yale District	March 14, 1936.
Billy Goat No. 2	July 11, 1933	1865 (S.)	Similkameen Division of Yale District	March 14, 1936.
Whirlwind	April 1, 1920	1866 (S.)	Similkameen Division of Yale District	March 14, 1936.
Cyclone	April 1, 1920	1867 (S.)	Similkameen Division of Yale District	March 14, 1936.
Atlas Fraction	May 21, 1934	1868 (S.)	Similkameen Division of Yale District	March 14, 1936.
Jumbo	April 1, 1920	1869 (S.)	Similkameen Division of Yale District	March 14, 1936.
Joan Fraction	August 5, 1934	1871 (S.)	Similkameen Division of Yale District	March 14, 1936.
Butte	May 3, 1932	1872 (S.)	Similkameen Division of Yale District	March 14, 1936.
N.S.	September 1, 1935	1873 (S.)	Similkameen Division of Yale District	March 14, 1936.

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HON. MINISTER OF MINES.

BILL

No. 97.] [1945.

An Act to provide for the Reinstatement of certain Mineral Claims situate at or near Hedley.

WHEREAS Hedley Amalgamated Gold Mines, Limited (Non-Personal Liability), hereinafter referred to as the "Company," being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1940, the recorded owner of the nine mineral claims mentioned in the Schedule: Preamble.

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1941, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said nine claims prior to the thirty-first day of May, 1940:

And whereas the said nine claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and seventy dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1945:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

1. This Act may be cited as the "Hedley Amalgamated Gold Mines, Limited, Reinstatement Act." Short title.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of a free miner's certificate running from the thirty-first day of May, 1940, to the thirty-first day of May, 1941, and of a free miner's certificate running from the thirty-first day of May, 1941, to the thirty-first day of May, 1942, and of a free miner's certificate running from the thirty-first day of May, 1942, to the thirty-first day of May, 1943, and of a free miner's certificate running from the thirty-first day of May, 1943, to the thirty-first day of May, 1944, and of a free miner's certificate running from the thirty-first day of May, 1944, to the thirty-first day of May, 1945, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1940, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificates of Improvement issued.
Billy Goat No. 1	July 11, 1933	1864 (S.)	Similkameen Division of Yale District	March 14, 1936.
Billy Goat No. 2	July 11, 1933	1865 (S.)	Similkameen Division of Yale District	March 14, 1936.
Whirlwind	April 1, 1920	1866 (S.)	Similkameen Division of Yale District	March 14, 1936.
Cyclone	April 1, 1920	1867 (S.)	Similkameen Division of Yale District	March 14, 1936.
Atlas Fraction	May 21, 1934	1868 (S.)	Similkameen Division of Yale District	March 14, 1936.
Jumbo	April 1, 1920	1869 (S.)	Similkameen Division of Yale District	March 14, 1936.
Joan Fraction	August 5, 1934	1871 (S.)	Similkameen Division of Yale District	March 14, 1936.
Butte	May 3, 1932	1872 (S.)	Similkameen Division of Yale District	March 14, 1936.
N.S.	September 1, 1935	1873 (S.)	Similkameen Division of Yale District	March 14, 1936.

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1945.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
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CANADA

OFFICE OF THE DEPUTY MINISTER

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

When replying please refer to File No. 304.

April 30th, 1945.

Department of Mines & Resources
Indian Affairs Branch
MAY 9 1945
REGISTERED

D. J. Allan, Esq.,
Superintendent,
Reserves & Trusts,
Department of Mines & Resources,
Ottawa, Canada.

Dear Mr. Allan:

Further to our conversation in Ottawa, I am enclosing three copies of the Hedley Amalgamated Reinstatement Act and also a copy of the survey of the mineral claims reinstated by said Act.

I expect you will hear from the company in due course regarding a lease of the surface rights.

Yours very truly,

John F. Walker

Deputy Minister of Mines.

JFW/gw
Encls.

8/5/45. ordered 2 blue prints of Chuchuwayha I.R. No 2 PK

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Marine 3731
PHONE: ~~XXXXXXXX~~

W. G. N[illegible]IRIE-LOEWENTHAL
[illegible]ING ENGINEER

513 Royal Bank Building
~~XXXXXXXXXX~~
VANCOUVER, B.C.

July 14th, 1945

Department of Mines and Resources
Indian Affairs Branch
JUL 17 1945
REGISTERED

D.J.Allan,Esq
Superintendent,
Reserves and Trusts,
Departmentof Mines and Resources,
Ottawa,Ontario.

Dear Sir: Re Suraface Rights on claims at Hedley B.C.

Dr.J.J.Walker, Deputy Minister of Mines for B.C. wrote me on the30th. April last, that it would be necessary to communicate with you regarding the leasing or purchase of surface rights on the Whirlwind and other claims(Lots 1864 to 1873), situated on the Upper Similkameen Reserve No.2.

A short time ago crown grants were issued for these claims and according to Dr.Walker's letter(file No 304) he sent you a copy of the surveys of these claims, so that you are no doubt fully cognizant with the situation. When we operated up to the year 1938, our permit was numbered 205 and we paid an annual rental to your department.

It is our intention to re-open this property withinthe next month or so and we would appreciate hearing from you as to the procedure necessary to obtain re-access to the property. At first we may be confining ourselves to the surface of two claims only, viz; the Whirlwind and the Cyclone, but ultimately will take in all of the group. We wish to keep the expense to a minimum for the first operation this year, and would prefer to purchase outright, rather than lease, the surface rights, but this will of course depend on the expense involved, assuming that you are agreable to the principle of selling outright.

Will you kindly inform me as soon as possible what steps we should take in connection with either the leasing or purchase of the surface rights of these claims, and whether it is possible to lease or purchase a portion of the claims,reserving the option to take in the whole group later.

Regarding the lease signed in 1935 with Mrs Arcat Jack, Indian of the Similkameen Band, for 21.8 acres for mill site. I am unable to inform you definitely whether we wish to renew this lease or not, however the work contemplated at the mine this year, will indicate where a mill should be located, and there seems to be every possibility that this lease will be renewed.

Yours Very Truly,
W.G. Nirrie Loewenthal
Managing Director,Hedley Am.Gold Mines

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18164-2

Copies sent to Major D. M. MacKay, and A. H. Barber.

Ottawa, July 26th, 1945.

W. G. Norrie-Loewenthal, Esq.,
Managing Director, Hedley Am. Gold Mines,
513 Royal Bank Building,
VANCOUVER, B. C.

Dear Sir: -

Your letter of July 14th was duly received. We cannot sell the surface rights of your claims as the land has not been surrendered by the Indians. However, we can enter into a lease. Will you please supply a description or a plan on linen of the land to be leased.

It is not necessary to lease the surface rights of all the claims now. You may take a lease to meet your present requirements and the balance may be leased at a later date before you commence operations on the claims.

Yours truly,

JK

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

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File 18164-21

MEMORANDUM FOR FILE

Re: Surface rights of mining claims
in Indian Reserves, B. C. ~~Indian Act Sec. 50 (2).~~

Ind. Act. sec. 50(2) The Governor in Council may make regulations enabling the Superintendent General to issue leases without surrender to any person authorized to mine.

The British Columbia Indian Reserves Mineral Resources Act (Canada) Chapter 19, 1943. - Indian Reserves shall continue to be administered under existing legislation and agreements.

The administration of minerals shall be subject to the laws of the Province which shall apply to staking, developing, leasing, and selling minerals and claims, provided that leases now existing under Section 50 (2), the Indian Act shall not be affected, and providing that no right of entry on a Reserve shall be permitted until permission has been obtained from the Indian Agent which shall be granted only to persons whose application has been approved by the Gold Commissioner for the Mining Division.

The Quartz Mining Regulations (1938) make no provision for leasing of only surface rights.

JK

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18164-21

Ottawa, July 27th, 1945.

Dear Dr. Walker:

Re: Hedley Amalgamated Gold Mines, Limited.

Mr. W. G. Norrie-Loewenthal, Managing Director of the Company has advised that the Company wishes to lease the surface rights of some of the claims in Chuchuwagha Indian Reserve No. 2. He has been advised that we are prepared to lease the surface rights to the Company and it is expected that the Company will soon advise us what lands they require.

Will you please send us a copy of any regulations you may have governing leasing of mining lands.

Yours truly,

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

FK

Doctor J. F. Walker,
Deputy Minister of Mines,
Department of Mines,
Victoria, B. C.

Cost of work & rent = 35¢ per acre per year.

Copies of the Mineral Act, and the Placer Mining Act received. There is ~~no~~ provision for renting of land under the Placer Mining Act, secs. 104-129, at $30 per year for a placer lease 20 ch. x 40 ch. and for $250. work to be done each year

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF CHIEF GOLD COMMISSIONER

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

WHEN REPLYING PLEASE REFER TO
FILE No. 304 (3670/45)

Your file 18164-21

EX D.
A

Department of Mines & Resources
Indian Affairs Branch
AUG 8 1945
REGISTERED

August 2nd, 1945.

D. J. Allan, Esq.,
Superintendent,
Reserves and Trusts,
Department of Mines & Resources,
Ottawa, Canada.

Dear Sir:

Re: Hedley Amalgamated Gold Mines, Limited.

Your letter of the 27th ultimo, addressed to Dr. Walker, has been received here in his absence. Dr. Walker leaves for the Ottawa Conference on the 6th instant and will call on you during his stay at Ottawa. In the meantime I am forwarding to your address, under separate cover, a copy of our "Mineral Act" and a copy of our "Placer-mining Act". The property in which Hedley Amalgamated Gold Mines, Limited is interested is made up of mineral claims. You will note that there is no provision for leasing of mineral claims in our "Mineral Act".

in book-case. Rm. 606B.

Leases are issued under the "Placer-mining Act" - see Part 8. Provision is made, under Section 161 of the Taxation Act, for the leasing of Crown-granted mineral claims which have reverted to the Crown.

Yours truly,

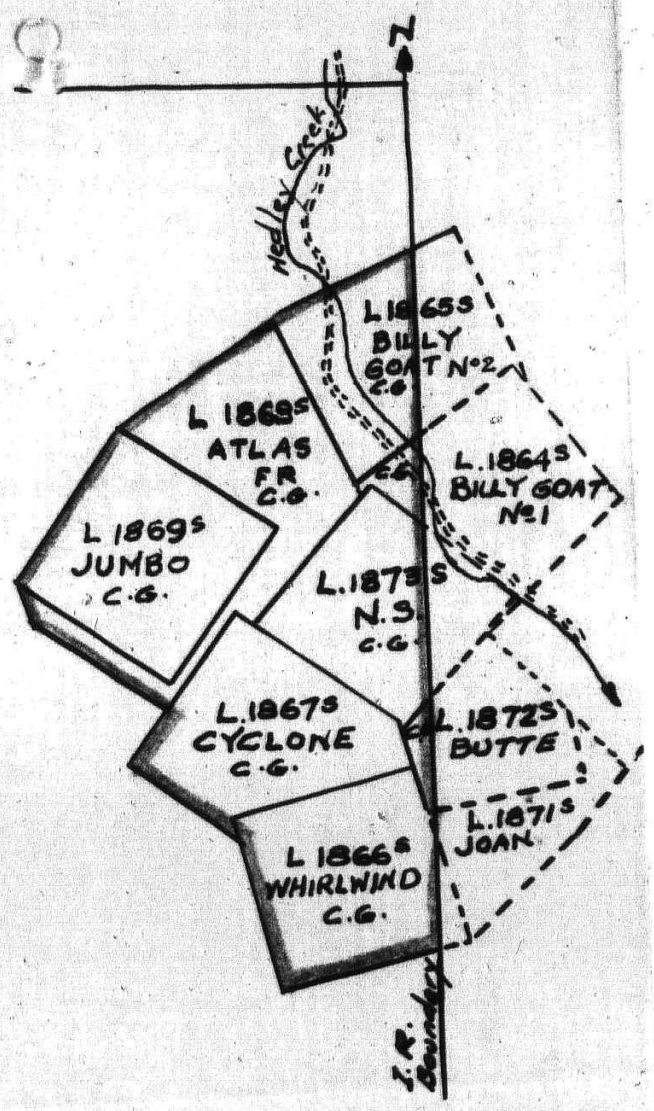
P. J. Muncaby.

Chief Gold Commissioner.

PJM/ldd

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



HEDLEY AMALGAMATED GOLD MINES LTD.
MAP OF
MINERAL CLAIMS ON
Upper Similkameen Reserve No 2.
Scale 1" = 1500 Feet.

Traced From Mineral Reference Map.
Province of B.C. No 16T269.
by W.G. Harris-Lorrenthal
Mining Engineer Vancouver B.C.
Aug. 16th 1945.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

TELEPHONE:
[redacted]
No. 9211

MINE:
HEDLEY, B.C.

HEDLEY AMALGAMATED GOLD MINES LIMITED

(NON-PERSONAL LIABILITY)

REGISTERED OFFICE:
404 WEST HASTINGS STREET
VANCOUVER, B.C.

Mr. Kehoe

16th August 1945

Department of Mines & Resources
Indian Affairs Branch
AUG 20 1945
REGISTERED

Mr. D. J. Allan,
Superintendent, Reserves & Trusts,
Dept. of Mines & Resources,
OTTAWA, Canada.

Dear Sir: Re: Your File No. 18164-2

The Department of Mines in Victoria have sent us a copy of Mineral Reference Map No. 16T269, from which Mr. Norrie-Loewenthal has made a tracing showing the claims recently crown granted in the name of Hedley Amalgamated Gold Mines Ltd. (N.P.L.) situated on the Upper Similkameen No. 2 Reserve. Since Mr. Norrie-Loewenthal wrote you I have unearthed a duplicate copy of Mining Permit No. U.S. No. 1, File No. 18164-21, Form No. 326, issued by your department on October 28th, 1935, giving all of the details of the claims in question. This was referred to as lease No. 205 and was maintained by the Company until the year 1940. There has been no change, outside of crown granting, in the boundaries of these claims so far as the Indian Reserve is concerned. So that the acreage noted on Form 326 is the same today as it was when the lease was granted. For convenience I am listing these claims with acreage below:

Lot No. 1864 S	4.29 Acres
Lot No. 1865 S	30.09 "
Lot No. 1866 S	45.89 "
Lot No. 1867 S	47.05 "
Lot No. 1868 S	48.79 "
Lot No. 1869 S	48.88 "
Lot No. 1871 S	0.015 "
Lot No. 1872 S	2.84 "
Lot No. 1873 S	32.45 "
Total	260.295 Acres

According to the terms of the above lease, which was issued for two years, the Company paid an annual rental of 50¢ per acre. If the same conditions obtain now, as obtained previously, we are desirous of renewing or rehabilitating the above lease for a period of one year from the time we start exploratory work sometime next September. When this work is completed the Hedley Amalgamated Company will probably be re-organized and the name changed, so that we could then enter into a long-term lease of the ground, if such is possible, or an outright purchase which is the most desirable.

The exploratory work will probably start in the early part of

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr. D. J. Allan -- 2

September and we would be obliged if you would send us all the necessary papers to be signed, etcetera, as soon as possible.

Yours very truly,

HEDLEY AMALGAMATED GOLD MINES LIMITED

C. L. A. Lietze, Secretary

CLAL:MIK
Enc.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

EXCLUSIVE CONNECTION WITH WESTERN UNION CABLE SERVICE

CANADIAN NATIONAL TELEGRAPHS

W M ARMSTRONG GENERAL MANAGER
TORONTO

1945 AUG 31 PM 2 09

AUG 31 1945
REGISTERED

YE183 26/25=VANCOUVER BC 31 1057A

D J ALLAN=SUPT RESERVES AND TRUSTS

0496 DEPARTMENT OF MINES AND RESOURCES OTTAWA ONT=

:RE OUR LETTER AUGUST 16 WE ARE NOW READY FOR OPERATIONS STOP PLEASE WIRE US COLLECT AUTHORITY TO USE SURFACE PENDING COMPLETION OF NECESSARY DOCUMENTS=

HEDLEY AMALGAMATED GOLD MINES LTD.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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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, August 31st, 1945.

Hedley Amalgamated Gold Mines, Ltd.,
404 West Hastings Street,
Vancouver, B. C.

RETEL ON PAYMENT OF RENTAL TWO HUNDRED AND SIXTY DOLLARS TO INDIAN AGENT A H BARBER AT VERNON YOU MAY ENTER RESERVE STOP PERMIT WILL FOLLOW.

Director,
Indian Affairs Branch.

CHARGE: Collect.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

EXCLUSIVE CONNECTION WITH WESTERN UNION CABLE SERVICE

CANADIAN NATIONAL TELEGRAPHS

W. M. ARMSTRONG, GENERAL MANAGER
TORONTO

1945 SEP 26 AM 12 49

18164-2

McKehoe

YE575 49/42 NL=VERNON BC 25

INDIAN AFFAIRS BRANCH=

DEPT OF MINES AND RESOURCES OTTAWA ONT=

REFERENCE FILE 18164-2 HEDLEY AMALGAMATED APPLY FOR PERMIT TO ENTER RESERVE RENTAL PAYMENT MADE AND COPY OF DEPARTMENTS TELEGRAM OF AUGUST 31 RECEIVED FROM THEM STOP PLEASE INSTRUCT WHAT ACTION TO BE TAKEN ALSO WITH REGARDS TO OTHER APPLICATIONS FOR PROSPECTING PERMITS=

BARBER.

Department of Mines & Resources
Indian Affairs Branch
SEP 26 1945
REGISTERED

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

Form 6102B

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CANADIAN NATIONAL TELEGRAPHS

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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, September 26th, 1945.

A. Barber, Esq.,
Vernon, B. C.

ALLOW HEDLEY ON RESERVE PENDING ISSUE OF PERMIT STOP LETTER FOLLOWS

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

CHARGE: Indian Affairs Branch.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18164-21.

Ottawa, October 3rd, 1945.

MEMORANDUM

The Deputy Minister.

Re: Chuchuwaqha Indian Reserve
(British Columbia).

In 1935, Hedley Amalgamated Gold Mines, Limited owned nine claims in the Reserve for which they held a permit from this Department. The Reserve is one of those transferred by the Province to the Dominion in 1938. The Company omitted to take out a free Miner's Certificate (British Columbia) for the year 1940-41 and subsequent years. By a special act, the British Columbia legislature reinstated the nine claims in 1945. The statute is "Hedley Amalgamated Gold Mines Limited Reinstatement Act".

When Dr. Walker, the Deputy Minister of Mines, British Columbia, was attending the provincial conference here, he called at the office and inquired regarding a permit to the Company to give access to the surface of the claims. The Company's claims are now in good standing with the province which has the administration of minerals under the British Columbia Indian Reserves Mineral Resources Act. He was advised that the Company could arrange for a lease or permit of the surface rights. The Company was advised that rental would be at the rate of $1.00 per acre, and our Agent, having reported payment, has been instructed to allow the Company on the Reserve.

Herewith draft form of permit proposed to be

.....

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

issued under Section 50(2) of the Indian Act.

If this is satisfactory, it will be sent out for the Company's signature.

JK

Encl.

Acting Director.

Approved

Charles Cameron

Deputy Minister.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File 18164-21.

Ottawa, October 10th, 1945.

A. H. Barber, Esq., Indian Agent, Vernon, B. C.

Following the exchange of telegrams on September 26th, herewith draft permit to Hedley Amalgamated Gold Mines, Limited for 260.295 acres, the area of their claims in Chuchuwayha Reserve No. 2. Please have the four copies signed by the Company. As two of the copies are already signed for the Department, one of these may be retained by the Company and the other should be returned here. The remaining two copies are for files in your office and the office of Major MacKay.

As the permit states that the first year's rental, $260.00, has been paid, will you please remit that amount when returning the completed permit.

This permit is issued under the authority of the Indian Act, Section 50(2) as the Company had acquired the mineral rights from the Province prior to the transfer of the Reserve to the Dominion in 1938.

Generally, mining or prospecting may not be permitted on a Reserve until the Band have given a surrender. The British Columbia Indian Reserves Mineral Resources Act, (Stat. Can. 1943 cap. 19). This statute confirms the agreement of 26th January, 1943 between the Dominion and the Province. Section 2 of the agreement provides that no prospecting or entry on Indian Reserves shall be authorized or permitted until permission has been obtained from the Indian Agent,

.....

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

and also provides that the administration of minerals, both precious and base, shall be subject to the laws of the Province.

The practice is that when the Indians have given a surrender of their interest in minerals in a Reserve and the surrender has been accepted by Dominion Order in Council, notice of the surrender is given to the British Columbia Department of Mines. This operates as the Indian Agent's permission referred to in the agreement, and the Gold Commissioner for the province may then authorize prospecting and mining on the Reserve. All revenue from such mining is collected by the province and one-half thereof is to be paid to this Department which will credit it to the Fund of the Band owning the Reserve.

As only the prospecting and mining rights are under provincial administration after surrender, a Company acquiring such rights must obtain from this Department a permit to occupy so much of the surface area as required. Such a permit is issued without surrender by the Band of the surface rights.

The rental payable under such a permit is $1.00 per acre per year, and in addition thereto compensation for interference with any Indians' improvements. This rental should be remitted for credit to the Band Fund unless the surface area is in the occupation of an individual Indian, in which case a return of the rent to him should be requested.

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

Encls.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18164-21.

Ottawa, October 3rd, 1945.

MEMORANDUM

The Deputy Minister.

Re: Chuchuwagha Indian Reserve
(British Columbia).

In 1935, Hedley Amalgamated Gold Mines, Limited owned nine claims in the Reserve for which they held a permit from this Department. The Reserve is one of those transferred by the Province to the Dominion in 1938. The Company omitted to take out a free Miner's Certificate (British Columbia) for the year 1940-41 and subsequent years. By a special act, the British Columbia legislature reinstated the nine claims in 1945. The statute is "Hedley Amalgamated Gold Mines Limited Reinstatement Act".

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Herewith draft form of permit proposed to be

.....

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

issued under Section 50(2) of the Indian Act.

If this is satisfactory, it will be sent out for the Company's signature.

Encl.

Acting Director.

Approved

Charles Cameron

Deputy Minister.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File 18164-21.

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[redacted]ECTOR

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

INDIAN AFFAIRS
BRANCH

Ottawa, October 3rd, 1945.

MEMORANDUM

The Deputy Minister.

Re: Chuchuwagha Indian Reserve
(British Columbia).

In 1935, Hedley Amalgamated Gold Mines, Limited owned nine claims in the Reserve for which they held a permit from this Department. The Reserve is one of those transferred by the Province to the Dominion in 1938. The Company omitted to take out a free Miner's Certificate (British Columbia) for the year 1940-41 and subsequent years. By a special act, the British Columbia legislature reinstated the nine claims in 1945. The statute is "Hedley Amalgamated Gold Mines Limited Reinstatement Act".

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Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

issued under Section 50(2) of the Indian Act.

If this is satisfactory, it will be sent out for the Company's signature.

Encl.

Acting Director.

Approved

Deputy Minister.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File No. 18164-21

Credit Advice

MEMO.

24/10/45 194

The following remittance has been received from

Indian Agent Barber at Okanagan

and recorded in the Official Cash Book. Folio

Amount $ 260 00

Agency Receipt No. 43973 dated 1/10/45

Payer Hedley Amalgamated Gold Mines on account of Rental

Mining Prop #19

Department of Mines and Resources
Indian Affairs Branch
OCT 26 1945
REGISTERED

For Treasury Branch

C. T. 231
5M—18-1-45

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

Mining
Okanagan - Ocl 5

File 18164-21.

MEMORANDUM OF AGREEMENT made this twenty-sixth day of September, A.D. One thousand nine hundred and forty-five.

BETWEEN His Majesty the King, in the right of Canada, represented herein by the Minister of Mines and Resources, hereinafter called the "Minister"

of the first part

AND

Hedley Amalgamated Gold Mines, Limited of 404 West Hastings Street, Vancouver, British Columbia, hereinafter called the "Permittee"

of the second part.

WHEREAS Hedley Amalgamated Gold Mines, Limited was on May 31st, 1940 the owner of nine mining claims in Similkameen Reserve No. 2. And whereas the said claims were reinstated by the Hedley Amalgamated Gold Mines, Limited Reinstatement Act, (British Columbia), in 1945.

WITNESSETH that in consideration of the terms and conditions hereinafter set forth, under the authority of the Indian Act, Section 50 (2), the Minister doth hereby grant permission to the Permittee to occupy surface rights for the purpose of mining operations on recorded mining claims as follows, in Chuchuwaysha (Upper Similkameen) I. R. No. 2:

Billy Goat No. 1	4.29 acres
Billy Goat No. 2	20.09 acres
Whirlwind	45.89 acres
Cyclone	47.05 acres
Atlas Frac.	48.70 acres
Jumbo	48.88 acres
Joan Frac.	0.015 acres
Butte	2.84 acres
HS	32.45 acres
TOTAL	260.295 acres

The Permittee agrees to the following terms and conditions:

(1) That a rental of $260.00 per annum, being at the rate of $1.00 per acre will be paid in advance on the 26th day of September in each and every year, the first such payment having been made.

(2) That the Permittee will pay through the office of the Indian Agent at Vernon, British Columbia compensation for any Indians' improvements affected by its occupation or mining activities.

(3) That the occupant will not himself nor will he permit any other in his employ or visiting his claim to bring or have intoxicating liquors on the mining claim in any way whatsoever.

(4) That he will not cut or remove any timber standing on his claim or on the Indian Reserve without first having obtained through the office of the Indian Agent a permit to do so.

(5) That during the term of his occupancy the Permittee will be governed in every way by the provisio of the Indian Act.

Poor Copy

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

(6) That it will not assign or sublet its rights hereunder.

It is expressly agreed that the term of this permit may be extended from year to year on the application of the Permittee and on payment of rental in advance, provided, however, that should the Permittee fail to keep the said claims in good standing in the records of the Department of Mines of the Province of British Columbia, this permit shall be terminated.

It is further hereby stipulated and agreed that notwithstanding anything to the contrary herein contained, this agreement shall not be deemed to set up any tenancy by implication or otherwise.

IN WITNESS WHEREOF the parties hereto have duly executed these presents.

Signed, Sealed and Delivered by the Deputy Minister of Mines and Resources

In the presence of

Charles Camsell
Deputy Minister of Mines and Resources.

And by the Permittee

In the presence of

Marian I. Kunner

Permittee.

Poor Copy

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164 - 21

OFFICE OF THE INDIAN AGENT

Mr. Burkey
Mr. Kelly

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Vernon, B.C.,
Nov. 24, 1945.

Indian Affairs Branch, Department of Mines and Resources,
Ottawa.

Herewith is a copy of the permit to Hedley Amalgamated Gold Mines Ltd., covering 260.295 acres, the area of their mining claims on Upper Similkameen Indian Reserve No. 2 (Chuchuwayha).

Four copies of the permit were received from the Department with letter No. 18164-21, dated October 10th ultimo. One copy has been retained by the Company, one copy to the Indian Commissioner, and one copy for the Agency files.

Enclosure:

DEPARTMENT OF MINES & RESOURCES
Indian Affairs Branch
NOV 28 1945
REGISTERED

(Alfred H. Barber)
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
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CANADA

18164-2

OFFICE OF THE DEPUTY MINISTER

WHEN REPLYING PLEASE REFER TO
FILE No. 304

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

AIR MAIL

March 4, 1946.

Department of Mines & Resources
Indian Affairs Branch.
MAR 7 1946
REGISTERED

D. G. Allan, Esq., K.C.,
Indian Affairs Branch,
Department of Mines and Resources,
Ottawa, Canada.

Dear Mr. Allan:

I hear that the Indian band of Chuchuwayha Reserve is going to surrender the mineral rights. Can you advise me if this is so and, if so, how you will handle the opening of the Reserve to prospecting? I hear a number of people are interested in staking claims in the Reserve.

Hedley Amalgamated officials are now anxious to obtain a couple of claims to protect the south end of their holdings and the portal to the old McKinnon adit. The Company, as you may know, held a group of claims down the hill from the ones that were re-instated but did not have them re-instated and do not need them now except some ground immediately south of and west of the Whirlwind claim.

We feel that Hedley Amalgamated are due for some consideration but under our "Mineral Act" all free miners have equal rights and if the ground is open for staking the first man to get the stakes in would get it. However, permits must be obtained, signed by your Agent and our Gold Commissioner, and I am wondering if your Department has discretion and the authority in the matter of issuing permits other than on the basis of the permittee being a suitable person to enter an Indian Reserve.

Any information you can give me will be greatly appreciated.

With kind regards.

Yours very truly,

John J. Walker

Deputy Minister of Mines.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File - 18164-21.

Ottawa, March 8th, 1946.

AIR MAIL

Dear Dr. Walker: -

Re: Chuchuwayha Indian Reserve
your file No. 504.

Receipt is acknowledged of your letter of March 4th.

We have not yet been advised that the Similkameen Indians wish to surrender the minerals in their Reserve. When they decide to do so, we will promptly undertake getting a surrender and advise you of the result. In the meantime, suggestions re the issue of permits should the Reserve be opened have been noted.

Yours very truly,

JK

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

Dr. J. F. Walker,
Deputy Minister of Mines,
Department of Mines,
Victoria, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164 - 21

OFFICE OF THE DEPUTY MINISTER

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

WHEN REPLYING PLEASE REFER TO
FILE No. 304
Your File - 18164-21.

Mr Kyle

March 12, 1946.

D. J. Allan, Esq.,
Superintendent,
Reserves & Trusts,
Indian Affairs Branch,
Department of Mines and Resources,
Ottawa, Canada.

EXD.
A.

Dear Mr. Allan:

Re: Chuchuwayha Indian Reserve.

Thanks for your letter of the 8th in reply to mine in connection with the surrender of minerals on the Reserve. We shall await your advice in this matter.

Yours very truly,

John J. Walker

Deputy Minister of Mines.

JFW:DB

Department of Mines & Resources
Indian Affairs Branch.
MAR 18 1946
REGISTERED

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Hedley Amalgamated Gold Mines, Limited
(Non-personal Liability)

Melva	Lot 3330-S
Ruby	" 3331-S
Roddy	" 3332-S
Blue Grouse	" 3333-S
Mule Deer	" 3334-S
Bull Dog Fraction	" 3335-S
War Eagle	" 3372-S

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21

OFFICE OF CHIEF GOLD COMMISSIONER

WHEN REPLYING PLEASE REFER TO

FILE NO. 304

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

McKeffie

April 2nd 1946.

Department of Mines & Resources
Indian Affairs Branch
APR 8 1946
REGISTERED

D. J. Allan, Esq.,
Superintendent,
Reserves and Trusts,
Indian Affairs Branch,
Dept. of Mines and Resources,
Ottawa, Canada.

Dear Sir:

Re: Your file 18164-21

Our Minister has been requested by Hedley Amalgamated Gold Mines Limited to introduce a Bill to the Legislative Assembly now in Session reinstating the mineral claims, set out in the attached list, which forfeited as a result of the failure of the Company to renew its free miner's certificate. These claims could have been included in the Hedley Amalgamated Gold Mines Limited Reinstatement Act approved at the last Session but the Company lacked funds at that time and did not apply to have them reinstated. For the same reason it permitted its free miner's certificate to expire May 31st last. Now, when it is in a considerably improved financial position and finding it necessary to protect its portal and lower tunnel which are situate on the Melva and Ruby it finds itself, in respect of these claims, in exactly the same position it was in last year.

Our Minister intends to introduce the Bill and copies will be forwarded for your file.

Yours truly,

P. J. Murphy.

Chief Gold Commissioner.

PJM/ld
cc..Major D.M. Mackay,
Dept. of Indian Affairs,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Canty Gold Mines (Hedley) Limited (Non-personal Liability)

Shamrock	Lot	3253-S
Shamrock No.1	"	3254-S
Shamrock No.2	"	3255-S
Shamrock No.3	"	3257-S
Shamrock No.4	"	3258-S
Shamrock A	"	3259-S
Shamrock B	"	3260-S
Arcan No.1	"	3251-S
Arcan No.2	"	3252-S
Rock Fraction	"	3256-S

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF CHIEF GOLD COMMISSIONER

18164-21

WHEN REPLYING PLEASE REFER TO
FILE NO. 304 (Canty)

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

McKelvie

April 2nd 1946.

D. J. Allan, Esq.,
Superintendent,
Reserves and Trusts,
Dept. of Mines & Resources,
Ottawa, Canada.

Department of Mines & Resources
Indian Affairs Branch
APR 8 1946
REGISTERED

Dear Sir:

Re: Your file 18164-21

Canty Gold Mines (Hedley) Limited (N-pL) has requested our Minister to introduce to the Legislative Assembly presently sitting, a Bill to reinstate certain mineral claims, set out in the attached list, situate within Ashnola No.10, and Ashnola No. 10A, Indian Reserves which had forfeited by reason of the Company's failure to renew its free miner's certificate. The Canty Company is in exactly the same position as was Hedley Amalgamated. Certificates of Improvements were obtained in 1938 and applications for Crown grants of the precious metals made at that time to the Department of Lands here. Grants did not issue pending settlement of the agreement under consideration by your Department and ours. The Canty Company kept up its free miner's certificate until May 31st, 1941, and then, due to conditions existing as a result of the War and no longer holding un-Crown-granted claims, did not renew its certificate. Had it kept up its certificate continuously from May 31st, 1941 to the time of ratification of the Indian Reserves Mineral Resources Act in 1943 the grants would have issued.

The Company is in good standing on the Register in the Registrar of Companies office here. Our Minister proposes shortly to introduce a Bill to the Legislative Assembly and copies of the bill will be forwarded for your file.

...2

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Your letter of April 24th, 1945, to Dr. Walker, states that, if the interests of Canty Gold Mines (Hedley) Limited (N-pL) should revive and should they wish to secure a lease of surface rights to enable them to mine their property, applications on their behalf would be considered. No doubt the Company will apply for a lease. Your favourable consideration of its application is recommended.

Yours truly,

P. Muncaly

Chief Gold Commissioner.

PJM/ld
Encl.

cc..Major D.M. Mackay,
Commissioner for B.C.,
Dept. of Indian Affairs,
418-325 Granville,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File - 18164-21.

Copies sent to Major D.M. MacKay, Indian Commissioner
Vancouver, B.C., and A.H. Barber, Esq., Indian Agent,
Vernon, B.C.

Ottawa, April 12th, 1946.

Dear Sirs -

Re: your file 204 (Canty).

Receipt is acknowledged of your letter of April 2nd.

Will you please send us six copies of the Act when it has been assented to.

Following the reinstatement, Canty Gold Mines may apply for a lease of surface rights as did Hedley Amalgamated Gold Mines.

Yours truly,

JK

for D. C. Allan,
Superintendent,
Reserves & Trusts.

P. J. Mulcahy, Esq.,
Chief Gold Commissioner,
Department of Mines,
VICTORIA, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

HON. MINISTER OF MINES.

BILL

No. 76.] [1946.

An Act to provide for the Reinstatement of certain Mineral Claims of the Hedley Amalgamated Gold Mines, Limited (N.P.L.).

Premable.

WHEREAS Hedley Amalgamated Gold Mines, Limited (Non-Personal Liability) (hereinafter referred to as the "Company"), being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1940, the recorded owner of the seven mineral claims mentioned in the Schedule:

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1941, and the five years subsequent thereto, except for the period running from the thirteenth day of February, 1945, to the thirty-first day of May, 1945:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said seven claims prior to the thirty-first day of May, 1940:

And whereas the said seven claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian Reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of three hundred dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1946:

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Short title.

1. This Act may be cited as the "Hedley Amalgamated Gold Mines, Limited, Reinstatement Act (1946)."

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the holder of free miner's certificates continuously from the thirty-first day of May, 1940, to the thirty-first day of May, 1946, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1940, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificate of Improvements issued.
Melya	June 16, 1933	3330 (S.)	Similkameen Division of Yale District	August 31, 1936.
Ruby	July 13, 1923	3331 (S.)	Similkameen Division of Yale District	August 31, 1936.
Roddy	June 16, 1933	3332 (S.)	Similkameen Division of Yale District	August 31, 1936.
Blue Grouse	March 23, 1935	3333 (S.)	Similkameen Division of Yale District	August 31, 1936.
Mule Deer	March 21, 1934	3334 (S.)	Similkameen Division of Yale District	August 31, 1936.
Bull Dog Fraction	March 21, 1934	3335 (S.)	Similkameen Division of Yale District	August 31, 1936.
War Eagle	March 23, 1935	3372 (S.)	Similkameen Division of Yale District	August 31, 1936.

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1946.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

HON. MINISTER OF MINES.

BILL

No. 76.] [1946.

An Act to provide for the Reinstatement of certain Mineral Claims of the Hedley Amalgamated Gold Mines, Limited (N.P.L.).

Premable.

WHEREAS Hedley Amalgamated Gold Mines, Limited (Non-Personal Liability) (hereinafter referred to as the "Company"), being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1940, the recorded owner of the seven mineral claims mentioned in the Schedule:

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1941, and the five years subsequent thereto, except for the period running from the thirteenth day of February, 1945, to the thirty-first day of May, 1945:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said seven claims prior to the thirty-first day of May, 1940:

And whereas the said seven claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian Reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of three hundred dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1946:

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Short title.

1. This Act may be cited as the "Hedley Amalgamated Gold Mines, Limited, Reinstatement Act (1946)."

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the holder of free miner's certificates continuously from the thirty-first day of May, 1940, to the thirty-first day of May, 1946, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1940, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificate of Improvements issued.
Melva	June 16, 1933	3330 (S.)	Similkameen Division of Yale District	August 31, 1936.
Ruby	July 13, 1923	3331 (S.)	Similkameen Division of Yale District	August 31, 1936.
Roddy	June 16, 1933	3332 (S.)	Similkameen Division of Yale District	August 31, 1936.
Blue Grouse	March 23, 1935	3333 (S.)	Similkameen Division of Yale District	August 31, 1936.
Mule Deer	March 21, 1934	3334 (S.)	Similkameen Division of Yale District	August 31, 1936.
Bull Dog Fraction	March 21, 1934	3335 (S.)	Similkameen Division of Yale District	August 31, 1936.
War Eagle	March 23, 1935	3372 (S.)	Similkameen Division of Yale District	August 31, 1936.

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Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
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OFFICE OF CHIEF GOLD COMMISSIONER

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

WHEN REPLYING PLEASE REFER TO
FILE NO. 304 Hedley

18164-21

April 10th 1946.

D. J. Allan, Esq.,
Superintendent,
Reserves and Trusts,
Dept. of Mines & Resources,
Ottawa, Canada.

Department of Mines & Resources
Indian Affairs Branch.
APR 18 1946
REGISTERED

Dear Sir:

Attached hereto are two copies of Bill No. 76, cited as "Hedley Amalgamated Gold Mines Limited, Reinstatement Act, (1946)".

Yours truly,

A. R. Lecaly.

Chief Gold Commissioner.

PJM/ld
Encl

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

HON. MINISTER OF MINES.

BILL

No. 75.] [1946.

An Act to provide for the Reinstatement of certain Mineral Claims of the Canty Gold Mines (Hedley), Limited (N.P.L.).

WHEREAS Canty Gold Mines (Hedley), Limited (Non-Personal Liability) (hereinafter referred to as the "Company"), being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1941, the recorded owner of the ten mineral claims mentioned in the Schedule: Premable.

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1942, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said ten claims prior to the thirty-first day of May, 1941:

And whereas the said ten claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian Reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and eighty dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1946:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Short title.

1. This Act may be cited as the "Canty Gold Mines (Hedley), Limited, Reinstatement Act."

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of free miner's certificates continuously from the thirty-first day of May, 1941, to the thirty-first day of May, 1946, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1941, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificate of Improvements issued.
Shamrock	April 6, 1934	3253 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 1	April 28, 1936	3254 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 2	April 6, 1934	3255 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 3	April 6, 1934	3257 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 4	April 6, 1934	3258 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock A	November 16, 1936	3259 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock B	November 16, 1936	3260 (S.)	Similkameen Division of Yale District	December 10, 1938.
Arcan No. 1	December 18, 1936	3251 (S.)	Similkameen Division of Yale District	December 10, 1938.
Arcan No. 2	December 18, 1936	3252 (S.)	Similkameen Division of Yale District	December 10, 1938.
Rock Fraction	October 29, 1934	3256 (S.)	Similkameen Division of Yale District	December 10, 1938.

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Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

HON. MINISTER OF MINES.

BILL

No. 75.] [1946.

An Act to provide for the Reinstatement of certain Mineral Claims of the Canty Gold Mines (Hedley), Limited (N.P.L.).

WHEREAS Canty Gold Mines (Hedley), Limited (Non-Personal Liability) (hereinafter referred to as the "Company"), being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1941, the recorded owner of the ten mineral claims mentioned in the Schedule: Premable.

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1942, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said ten claims prior to the thirty-first day of May, 1941:

And whereas the said ten claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian Reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and eighty dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1946:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Short title.

1. This Act may be cited as the "Canty Gold Mines (Hedley), Limited, Reinstatement Act."

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of free miner's certificates continuously from the thirty-first day of May, 1941, to the thirty-first day of May, 1946, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1941, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificate of Improvements issued.
Shamrock	April 6, 1934	3253 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 1	April 28, 1936	3254 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 2	April 6, 1934	3255 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 3	April 6, 1934	3257 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 4	April 6, 1934	3258 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock A	November 16, 1936	3259 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock B	November 16, 1936	3260 (S.)	Similkameen Division of Yale District	December 10, 1938.
Arcan No. 1	December 18, 1936	3251 (S.)	Similkameen Division of Yale District	December 10, 1938.
Arcan No. 2	December 18, 1936	3252 (S.)	Similkameen Division of Yale District	December 10, 1938.
Rock Fraction	October 29, 1934	3256 (S.)	Similkameen Division of Yale District	December 10, 1938.

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18164-21

OFFICE OF CHIEF GOLD COMMISSIONER

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

WHEN REPLYING PLEASE REFER TO
FILE No. 304 Canty

April 10th 1946.

D. J. Allan, Esq.,
Superintendent,
Reserves and Trusts,
Dept. of Mines & Resources,
Ottawa, Canada.

Department of Mines & Resources
Indian Affairs Branch.
APR 18 1946
REGISTERED

Dear Sir:

Attached hereto are two copies of Bill No. 75, cited as "Canty Gold Mines (Hedley) Limited, Reinstatement Act".

Yours truly,

A. McCleary

Chief Gold Commissioner.

PJM/ld
Encl. 2

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Certified correct as passed Third Reading on the 10th day of April, 1946. E. C. McINTYRE, *Law Clerk.*

HON. MINISTER OF MINES.

BILL

No. 75.] [1946.

An Act to provide for the Reinstatement of certain Mineral Claims of the Canty Gold Mines (Hedley), Limited (N.P.L.).

WHEREAS Canty Gold Mines (Hedley), Limited (Non-Personal Liability) (hereinafter referred to as the "Company"), being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1941, the recorded owner of the ten mineral claims mentioned in the Schedule: Preamble.

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1942, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said ten claims prior to the thirty-first day of May, 1941:

And whereas the said ten claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1943 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian Reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and eighty dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1946:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Short title.

1. This Act may be cited as the "Canty Gold Mines (Hedley), Limited, Reinstatement Act."

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of free miner's certificates continuously from the thirty-first day of May, 1941, to the thirty-first day of May, 1946, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1941, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificate of Improvements issued.
Shamrock	April 6, 1934	3253 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 1	April 28, 1936	3254 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 2	April 6, 1934	3255 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 3	April 6, 1934	3257 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock No. 4	April 6, 1934	3258 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock A	November 16, 1936	3259 (S.)	Similkameen Division of Yale District	December 10, 1938.
Shamrock B	November 16, 1936	3260 (S.)	Similkameen Division of Yale District	December 10, 1938.
Arcan No. 1	December 18, 1936	3251 (S.)	Similkameen Division of Yale District	December 10, 1938.
Arcan No. 2	December 18, 1936	3252 (S.)	Similkameen Division of Yale District	December 10, 1938.
Rock Fraction	October 29, 1934	3256 (S.)	Similkameen Division of Yale District	December 10, 1938.

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1946.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
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ARCHIVES PUBLIQUES
CANADA

Certified correct as passed Third Reading on the 10th day of April, 1946. E. C. McINTYRE, *Law Clerk.*

HON. MINISTER OF MINES.

BILL

No. 75.] [1946.

An Act to provide for the Reinstatement of certain Mineral Claims of the Canty Gold Mines (Hedley), Limited (N.P.L.).

Preamble.

WHEREAS Canty Gold Mines (Hedley), Limited (Non-Personal Liability) (hereinafter referred to as the "Company"), being a company incorporated under the "Companies Act" and having its head office in the City of Vancouver, was, on the thirty-first day of May, 1941, the recorded owner of the ten mineral claims mentioned in the Schedule:

And whereas by inadvertence the Company omitted to take out a free miner's certificate for the year ended the thirty-first day of May, 1942, and the four years subsequent thereto:

And whereas certificates of improvements had been obtained and all the formalities complied with toward obtaining Crown grants of the said ten claims prior to the thirty-first day of May, 1941:

And whereas the said ten claims would, if the Company had not omitted to take out a free miner's certificate for the years as aforesaid, have been in good standing until the date of the ratification by chapter 40 of the Statutes of 1948 of the agreement between the Government of the Dominion and the Government of the Province relating to minerals on Indian Reserves in the Province:

And whereas the Company has deposited with the Department of Mines the sum of six hundred and eighty dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1946:

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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1. This Act may be cited as the "Canty Gold Mines (Hedley), Limited, Reinstatement Act."

Reinstatement.

2. The mineral claims mentioned in the Schedule are reinstated in all respects as if the Company had been the owner of free miner's certificates continuously from the thirty-first day of May, 1941, to the thirty-first day of May, 1946, without prejudice to any rights lawfully acquired by any free miner since the thirty-first day of May, 1941, and prior to the date when this Act comes into operation.

SCHEDULE.

Name of Claim.	Date of Record.	Lot No.	Land District.	Certificate of Improvements issued.
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And whereas the Company has deposited with the Department of Mines the sum of six hundred and eighty dollars, such sum to be paid to the Consolidated Revenue Fund in the event of the enactment of this Act, and has procured a free miner's certificate expiring on the thirty-first day of May, 1946:

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OFFICE OF CHIEF GOLD COMMISSIONER

18164-21

WHEN REPLYING PLEASE REFER TO

FILE No. 304 Canty

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES

VICTORIA

Mr Reference

April 29th 1946.

D. J. Allan, Esq.,
Superintendent Reserves & Trusts,
Dept. Mines and Resources,
Ottawa, Canada.

Dear Sir:

In reply to yours of the 12th inst., we are attaching hereto six copies of the Canty Gold Mines (Hedley) Limited Reinstatement Act in third reading bill form. The Act received assent on the 11th inst but will not be printed in Act form for sometime.

Yours truly,

Department of Mines & Resources
Indian Affairs Branch
MAY 6 1946
REGISTERED

A. McNeeley.

Chief Gold Commissioner.

PJM/ld
Encl. 6

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

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CANADA

18164-21

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE

Vernon, B. C.
August 6, 1946.

Indians Affairs Branch, Department of Mines and Resources, Ottawa.

With reference to Departmental letter No. 18164-21 of May 10th last advising that the Deputy Minister of Mines, British Columbia, has reported that the Indians are going to surrender the minerals rights on Chuchuwayha Indian Reserve No.2 (Upper Similkameen) and asking for a report in this regard.

I have to report that the Upper Similkameen Band of Indians have been interviewed in this regard and they advise that they are still opposed to giving a surrender of the minerals on their Reserve except on the terms previously stated by them being, "that they be assured by the Department in writing, that one half of all revenue received from mining leases and claims on their Reserves will be returned each year for distribution to the Band".

Please refer to my letter of October 23rd 1943 and the attached resolution of the Upper Similkameen Band.

There are only seven male adult Indians of this Band and they are dominated by the Chief, Charlie Allison, who, whilst progressive and industrious is very stubborn and non-cooperative.

Please also refer to letter No. 18164-21 of October 29th 1943 which advises that "the Government cannot accept a surrender which limits the discretionary powers of the Minister under the Indian Act."

Department of Mines & Resources
Indian Affairs Branch
AUG 8 1946
REGISTERED

(Alfred H. Barber)
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File - 18164-21 (R.3).

Copy sent to Major D. M. MacKay.

Ottawa, August 9th, 1946.

A. H. Barber, Esq., Indian Agent, Vernon, B. C.

Re: Chuchuwayha I. R. No. 2.

Your letter of August 6th was received. The Provincial Department of Mines is being advised that the Upper Similkameen Band refuse a surrender of minerals.

With reference to the final paragraph of your letter, the arrangement with British Columbia is that revenue from minerals shall be divided, one-half to the Province and one-half to the Dominion for the Indians. If the Indians were allowed to give a surrender on condition that the full one-half Indian share should be distributed yearly, it would leave no control in the Minister or Department of the amount to be distributed from Band Funds. As minerals are a capital asset, it is not considered that the full amount of the Indians' share of compensation for the removal of the minerals should be paid to the Indians present on the Reserve. A surrender requiring distribution of mineral revenues as suggested is not considered to be in the best interest of the Band and is not acceptable.

JK

for D. J. Allan,
Superintendent,
Reserves & Trusts.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File - 18164-21 (R.3).

Copy sent to Major D. M. MacKay.

Ottawa, August 9th, 1946.

Dear Mr. Walker: -

Re: your file 304
Chuchuwayha I.R. No. 2.

Further to your letter of March 4th, 1946 to Mr. Allan, we are now advised that the Indians of the Upper Similkameen have again been interviewed and they are still opposed to giving a surrender of minerals.

Yours very truly,

JK

Director.

J. F. Walker, Esq.,
Deputy Minister of Mines,
Department of Mines,
VICTORIA, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File - 1824-21.

Copy sent to Major D. M. MacKay, Indian Commissioner for B.C.
Box 70, Vancouver, B.C.

Ottawa, May 10th, 1946.

A. H. Barber, Esq., Indian Agent, Vernon, B. C.

The Deputy Minister of Mines, British Columbia has reported that the Indians are going to surrender the mineral rights on Chuchuwayha Indian Reserve No. 2.

If you will report that the Indians wish to give a surrender of minerals we will prepare and forward surrender forms.

JK

for D. J. Allan,
Superintendent,
Reserves & Trusts.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

18164-21

OFFICE OF CHIEF GOLD COMMISSIONER

R 7K3

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF MINES
VICTORIA

WHEN REPLYING PLEASE REFER TO
FILE No. 304 (Hedley)

EXD.

August 19, 1946.

Department of Mines & Resources
Indian Affairs Branch
AUG 27 1946
REGISTERED

Director,
Indian Affairs Branch,
Department of Mines & Resources,
Ottawa, Canada.

Dear Sir:

Re: Chuchuwayha Indian Reserve
Your File 18164-21 (R.3)

Thank you for yours of the 9th inst., contents of which have been noted.

Yours truly,

P. J. Mulcahy

Deputy Minister of Mines.

PJM/FC

Indian Affairs. (RG 10, Volume 7639, File 18164-21 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_____

Vernon, B. C.
March 11, 1947.

Department of Mines and Resources, Indian Affairs Branch, Ottawa.

Re: Hedley Amalgamated Gold Mines Ltd.
Upper Similkameen Indian Reserve No.2
Departmental File No. 18164-21.

Rental in the sum of $260.00 became due and payable under the terms of this agreement on September 26th, 1946 and as a result of my advising the Company in this regard, I am now in receipt of a letter, a copy of which is hereto attached, together with rental payment of $121.00 covering approximately 46 acres of the Whirlwind Mining claim from September 26th, 1946 to September 26th, 1947 and the sum of $75.00 covering road right-of-way of 15 acres, more or less at $5.00 per acre for the period May 15th, 1946 to May 15th, 1947.

The present agreement grants permission for use of surface rights on a group of nine mining claims, of which the Whirlwind claim , comprising 45.89 acres on the Indian Reserve is one.

The Hedley Amalgamated Gold Mines Ltd., now ask that a new permit covering the surface rights of the Whirlwind claim only, be issued by the Department.

As this cheque for $121.00 is made in favour of the Indian Affairs Branch, it is being forwarded hereto attached. It will be noted that payment for a road allowance estimated at 15 acres at $5.00 per acre per annum is made for the period May 1st, 1946 to May 1st, 1947.

There is at present no agreement covering this or any road right-of-way and I am aware that Mr. Brown, the Company's surveyor.....

Department of Mines and Resources Indian Affairs Branch
MAR 20 1947
REGISTERED
Representative of the Public Trustee
RECEIVED
MAR 18 1947

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Company's surveyor , has not yet completed the survey and therefore recommend acceptance of this sum pending receipt of the new right-of-way plans and application for lease of the area involved.

I shall appreciate instruction as to the new agreement in respect to the 45.89 acres, Whirlwind Mining claim, which is requested, or whether in the opinion of the Department, rental should be paid for the full acreage of 260.295 acres included in the group of mining claims owned by the Hedley Amalgamated Gold Mines Ltd., within the Reserve and covered by the agreement dated the 26th of September, 1945.

Alfred H. Barber

(Alfred H. Barber)
Indian Agent.

Encl.

RECEIVED $ 121 00
Date Mar 18/47
Form of Remittance Ck
TREASURY - INDIAN AFFAIRS
Cashier

Reference Branch
MAR 28 1947

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

Vancouver, B.C.
March 7th, 1947.

Alfred H. Barber, Esq.
Indian Agent, Vernon, B.C.

Dear Sir: Re Lease of Surface on I.R.No.2

Your letter of the 11th, ult. addressed to Mr. Lietze, Secy. of the company, was forwarded to me for attention. Answer of this letter has been delayed following clarification of the title to the surface on the crown granted claims, of which the above company has certain mineral rights. The Govt. office in Penticton had shown, on our tax receipts that the surface rights had passed from the Indian dept. to the Province of B.C. and it has taken over a month to find that this is not so, but that a mistake was made by some official of the B.C. Govt.

In taking out the lease to surface rights in 1945, we took the whole of the Whirlwind group, consisting of about 260 acres, pending a geological survey which we completed early last year. This survey showed that we did not require, for a year or two at any rate, any more acreage than that covered by the Whirlwind claim, on which claim we erected the necessary buildings, and have concentrated all work of an exploratory nature since May of last year. The acreage on this claim, situated within the I.R.No.2 is approximately 46 acres, we therefore do not wish a renewal of the lease signed in September, 1945, except as it applies to the above acreage.

This is by no means a permanent arrangement and future requests for additional acreage, will depend entirely on developments at the mine itself. According to my telephone conversation with Mr Coleman in Vancouver recently this may jeopordise our chances for getting any additional acreage should we require same in the future, but in view of the exorbitant rental charged for waste land, we can see no alternative.

Regarding the road allowance and campsite, we believe that in the case of the latter, the road allowance will take care of the situation, so that no separate arrangement need be made. It was my understanding in connection with Road allowance that nothing could be done until a survey was made by a B.C. Land surveyor, Mr. Brown of Penticton had started this work, but was called away when it was half completed and has not been back since. The writer contacted him a few days ago, and he has promised to be up here and complete the work shortly.

In the meantime, pending the completion of the survey, we thought it might be in order to enclose our cheque based on an estimate of the acreage, both for surface rights and road allowance, and if you will kindly fill out the necessary forms and send them on to us here, we will complete them. The rental for surface will presumably be from September 1946 to September 1947. And road allowance from May 1946 to May 1947.

Yours very truly, Hedley Amalgamated Gold Mines Ltd

"W.G. Norrie Loewenthal"

Copy to Jas Coleman.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

HEDLEY AMALGAMATED GOLD MINES LTD.

THIS CHEQUE IS IN FULL PAYMENT OF THE FOLLOWING:

DATE	DESCRIPTION	AMOUNT	DISCOUNT AND DEDUCTIONS	NET TO PAY
Sept26th,I946 to Sept.26th I947				
	~~Lease on 46 acres, more~~ or less, situated on Lot I866 Whirlwind M.C. on I.R.No.2 @ I.00 per acre			46.00
May I5th I946 to May I5th I947				
	Rental for Road allowance, advance pending survey, estimated I5 acres at $5.00 per acre.			75.00
			Total	I2I.00

No.276 Dist.No.I

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
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CANADA

File - 18164-21 (R.3).

D.

Ottawa, March 19th, 1947.

Alfred H. Barber, Esq., Indian Agent, Vernon, B. C.

Re: Hedley Amalgamated Gold Mines Ltd.
Upper Similkameen Indian Reserve #2.

The permit to Hedley Amalgamated Gold Mines, Limited was expressed to be renewable from year to year on the application of the permittee and on payment of rental in advance. They have not applied for renewal, and their letter of March 7th may be taken as an application for a permit for the Whirlwind claim only. Accordingly, a new permit has been drawn covering only this claim at a rental of $46.00 per year and it is enclosed. Please have the four copies signed by the Company and returned for completion by the Department.

The payment of $75.00 is accepted for rental for the road allowance of 15 acres for the year May 15th, 1946 to May 14th, 1947. Before the latter date, the Company should complete their survey and make formal application for a lease of this road allowance for a term commencing May 15th, 1947.

O Kanagan Ag
Mining a/c $5 C
18.4.47

JK

for D. J. Allan,
Superintendent,
Reserves & Trusts.

Encls.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN COMMISSIONER
BRITISH COLUMBIA

IN YOUR REPLY REFER TO
NO 33-10-6841
ALSO TO DATE OF THIS LETTER

CANADA
DEPARTMENT
OF
MINES AND RESOURCES

18164-21
INDIAN AFFAIRS
BRANCH

P.O. BOX 70
VANCOUVER, B.C. March 18, 1947

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

Mr. Barber has forwarded me a copy of his letter of March 11th to you in connection with the Hedley Amalgamated Gold Mines lease, Upper Similkameen I.R. No. 2. It would appear to me that if the Company wishes to reduce the area leased they should formally abandon the claims other than the Whirlwind claim, in which event those abandoned would revert to the Band and the Company could not re-occupy them at any future date without negotiating a new lease which would require a Band surrender of the areas.

-mh

Department of Mines & Resources
Indian Affairs Branch
MAR 22 1947
REGISTERED

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

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File - 18164-21 (R.3).

AIR MAIL

Mr. Bell

Ottawa, March 24th, 1947.

RECEIVED
APR 16 1947
INDIAN AFFAIRS

Major D. M. MacKay, Indian Commissioner for B. C., Box 70,
Vancouver, B. C.

Re: Upper Similkameen I. R. No. 2
Hedley Amalgamated Gold Mines Ltd.
Your File 33-10-6841.

Enclosed is copy of our letter of March 19th to Agent Barber.

Your letter of March 18th refers to the need for a surrender. However, it is pointed out that as the Company has the right to the minerals in the Whirlwind group of claims a surrender is not necessary to give them the right to the use of the surface of the land as that right can be given under Section 50(2)(b) without a surrender.

If the Company will execute the permit sent with our letter to Mr. Barber, it will be completed for the Department.

The Company should before May 14th survey the road allowance and submit an application to lease it for a term commencing May 15th, 1947.

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

Encl.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 254
3M—28-2-46

File No. 18164-21

CREDIT MEMORANDUM Treasury

Received

$121 00 cle

Okanagan Agy

Deposited

MAR 18 1947

Mining a/c 5 - 46.00
" a/c 5 - 75.00

Entered in Official Cash Book — Folio 335.

Treasury Office Receipt No. 1596

Received from A. H. Barber
Vernon, B.C. Mar 11/47

On account of pay't from Hedley Amalgamated Gold Mines
Okanagan 5 crushing rental
94 a/c 5 rental

Mr Burns

Receipt No. 1596.
mailed May 29/47.

File - 18164-21 (R.3).

H.A.D.

O t t a w a, April 14th, 1947.

A. H. Barber, Esq., Indian Agent, Vernon, B. C.

Re: Hedley Amalgamated Gold Mines Ltd.
Upper Similkameen Indian Reserve No. 2.

With our letter of March 19th we sent you a draft permit for execution by the Company. If that has now been signed by the Company, will you please return it for completion by the Department.

M. McL
for D. J. Allan,
Superintendent,
Reserves & Trusts.

FK/JN.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164 - 21

OFFICE OF THE INDIAN AGENT

CANADA
DEPARTMENT OF MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE FILE

Vernon, B. C.
April 11, 1947.

Department of Mines and Resources, Indian Affairs Branch, Ottawa.

Re: Hedley Amalgamated Gold Mines Ltd.,
Departmental File No.18164-21.

Herewith for final execution is draft agreement in favour of the Hedley Amalgamated Gold Mines Ltd. in respect to occupation of surface rights of the Whirlwind Mining Claim, comprising 45.89 acres, in Chuchuwayha (Upper Similkameen) Indian Reserve No.2.

The agreement has been signed on behalf of the Company.

Duplicate copies of the completed agreement to be returned to this office.

Department of Mines & Resources
Indian Affairs Branch
APR 15 1947
REGISTERED

(Alfred H. Barber)
Indian Agent.

Encl.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NO FURTHER CORRESPONDENCE TO BE PLACED ON THIS FILE

SEE CURRENT VOLUME

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18164-21 VOL. 2 CLOSED

CLOSED
FROM 5 May 20 16 Apr 47

OKANAGAN

MINING

CHUCHUWAYHA I.R. NO.2 - 2C

SEE VOL 3.

Indian Affairs. (RG 10, Volume 7639, File 18164-21 Pt. 2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Indian Affairs
Headquarters Files

(RG 10, Volume 7639)

File 18157-11		Queen Charlotte Agency - Correspondence regarding mining on the Skidegate Reserve. 1911 - 1933
File 18160-24		Williams Lake Agency - Correspondence regarding mining on the High Bar Indian Reserve. 1926 - 1937
File 18164-21	1	Okanagan Agency - Correspondence regarding mining on the Upper Similkameen Reserves #'s 2 and 2A. 1905-1937
File 18164-21	2	Okanagan Agency - Correspondence regarding mining on the Upper Similkameen Reserves. 1937 - 1947
File 18165-52	1	Lytton Agency - Correspondence regarding mining on the Nesikep Reserve. 1927 - 1935

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 18165-52 Pt. 1

Department of Indian Affairs

19

LYTTON

MINING

NESIKEP RESERVE No. 8.

NATIONAL ARCHIVES

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-5-2

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
JUL 4 1927
RECORDS

Lytton, B. C.,

IN YOUR REPLY REFER TO
No. 1-C-15/6
ALSO
TO DATE OF THIS LETTER

June 28th, 1927.

LANDS BRANCH
JUL 18 1927

R

Sir,

Chief Johnny Antoine has just been in with a Mr. D.J.Stewart, who has a permit to prospect on a portion of Nesikep, Lytton Indian Reserve No. 6.

There is a flat of about forty-five acres down on the river bank, which is practically of very little use, with the exception of a small portion, which one Samson Austin works.

These two Indians, the chief and Samson, are the only ones living on that portion of the reserve lying west of the Fraser River. They are quite satisfied that Mr. Stewart prospect this with a view of eventually working it, but the point is this, I would like to know before a surrender is asked for, would it have to be taken from the whole of the Lytton Band, or from just the Indians of the Nesikep Beserve, for the Lytton Band, as you may know, is a fairly large one, and scattered over a large area, and I think it would be impossible to get a surrender from the whole band, as they are not interested in this particular piece of land.

Mr. Stewart has given these two Indians an assurance that he will pay them 5% royalty on the gross output, and provide Samson Austin with a good piece of land with water, for his agricultural purposes.

I have the honor to be,

Sir,

Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Ottawa.July 19th.1927.

Sir:-

In reply to your letter of the 28th. ult.making inquiry as to surrender of a portion of the Nesikep Reserve No.6 for mining purposes I have to state that as this reserve was set aside among several others for the Indians of the Lytton Band it will be necessary to submit such surrender to the whole of the Lytton Band.

If the mining however is to be restricted to the precious metals only,the Department is empowered to lease a mining claim without surrender, provided however that the lessee pays a satisfactory annual rental and royalty.

The applicant for such lease must furnish a blue print plan showing the mining claim desired and conform to the provincial mining regulations with respect to staking and size of claim.

Your obedient servant,

Actg. Asst. Deputy & Secretary.
(A.F.MacKenzie)

H.Graham Esq.
Indian Agent
Lytton B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AGREEMENT made this 2nd day of September, 1927,

BETWEEN the undersigned Indians of the Nesikep Indian Reserve, of the Lytton Band of Indians,

AND David J. Stewart, care of the Prudential Trust Company of the City of Vancouver and Province of British Columbia,

THAT we, the Indians of the Nesikep Reserve agree to lease that portion of land lying on the west bank of the Fraser River of the Nesikep Reserve, for mining purposes for a term of ten (10) years, and,

THAT, David J.Stewart hereby agrees to pay an annual rental of One hundred($100.00) Dollars per year, payable in advance, and royalty of five percent (5%) on the gross receipts of all precious minerals taken from said reserve.

The said David J.Stewart agrees to find for Austin Samson another piece of agricultural land to replace the small area taken for mining purposes, and also to supply lumber to the extent of($100.00) One hundred dollars to replace the old church building also on said land, and one acre of land enclosing the cemetery to remain untouched.

H. Graham
Indian Agent.

Witness:

Johnny his X mark Antoine

Sampson his X mark Austin

J. Harvey his X mark Mack

David J Stewart

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 8 1927
RECORDS

1-C-15/6

18165-52

Lytton, B. C.,
Sept. 3, 1927.

LANDS BRANCH
SEP 9 1927

Sir:-

In reply to your letter of July 19th, re the leasing of a portion of Nesikep, Lytton Indian Reserve No. 6 for mining purposes, the Indians and Mr. Stewart were in here yesterday, and drew up the enclosed agreement for
If this lease is satisfactory to the Department the leasee is prepared to go ahead and have a survey made and prepare a blue print showing the mining claim. They will also conform to the Provincial Mining Regulations.

Trusting that the Department will approve of this,

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Ottawa. Sept.20th.1927.

Sir:-

I beg to acknowledge receipt of your letter of the 3rd.inst.enclosing agreement between the Indians of the Lytton band occupying the Neskip Reserve,and Mr.David Stewart whereby the latter agrees to work a mining claim on the Reserve on payment of an annual rental of $100 and gross royalty of 5 per cent.

In reply I have to state that before the question of leasing this mining location can be considered,it will be necessary for Mr.Stewart to furnish a blue print plan showing the exact area it is proposed to lease,and it will be also necessary to determine if the terms offered,are satisfactory.

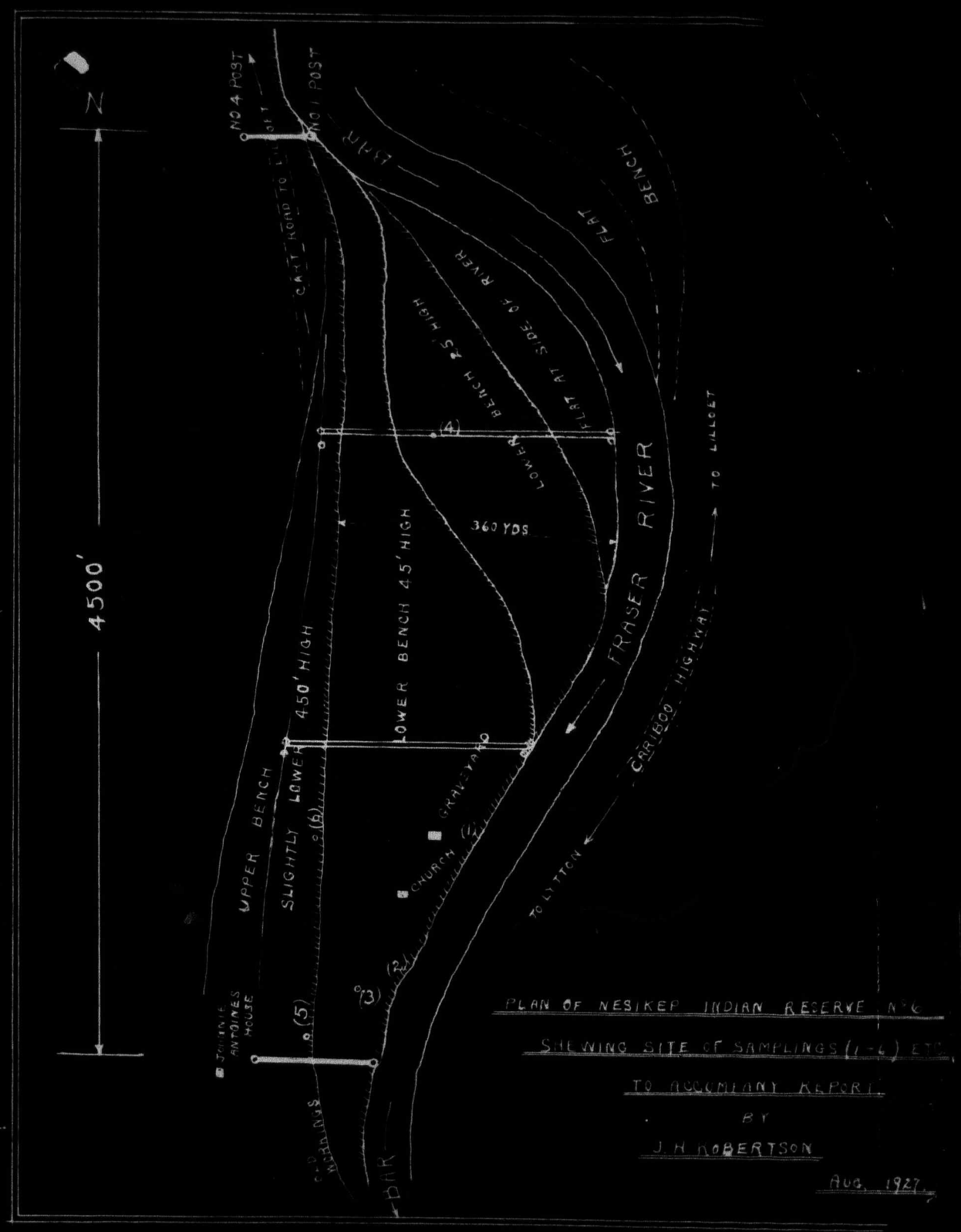
Your obedient servant,

A. F. MacKenzie

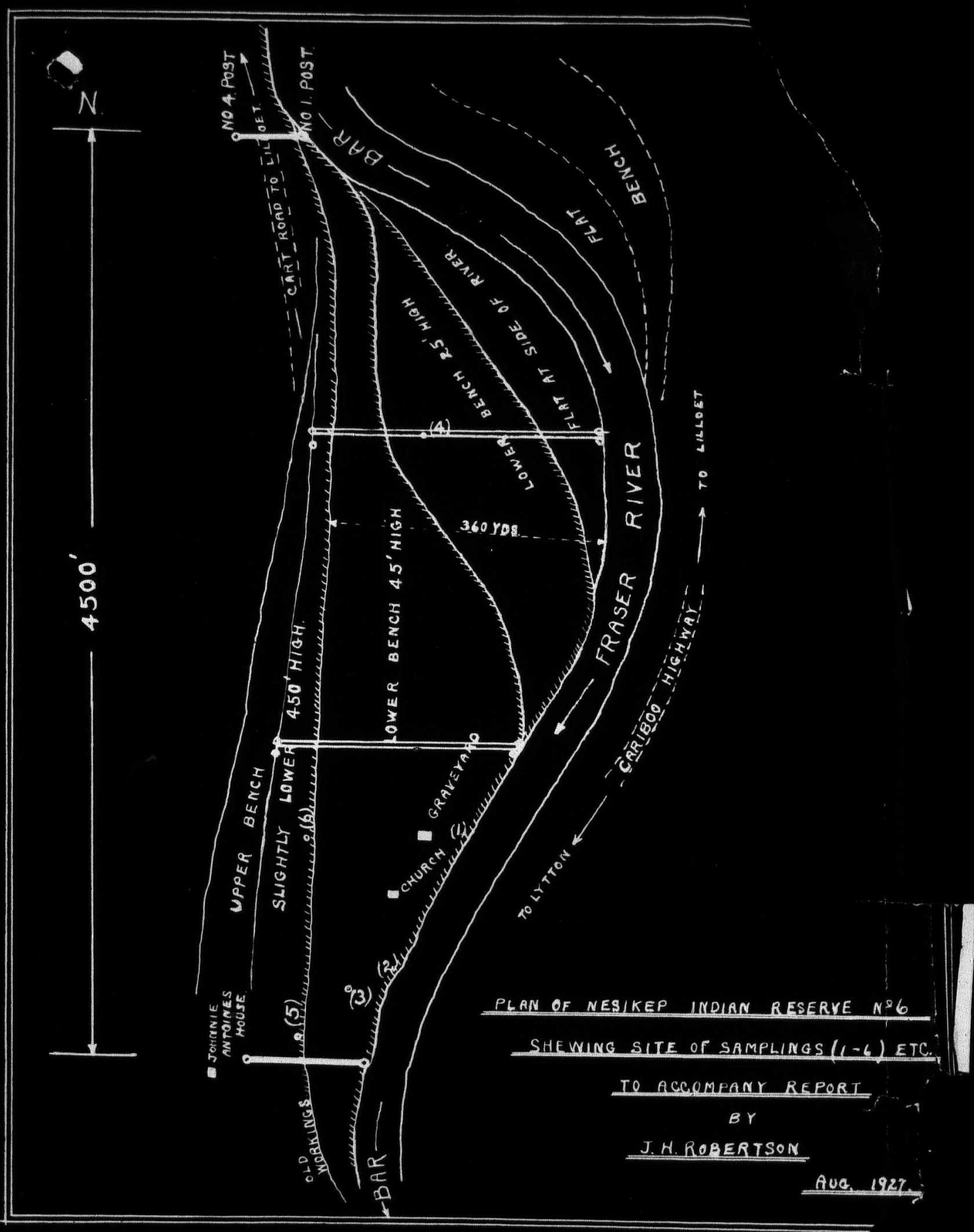
Actg. Asst. Deputy & Secretary.
(A.F.MacKenzie)

H.Graham Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 6 1927
RECORDS

R

1-A-15/6

Lytton, B. C.,
Oct. 1, 1927

18165-52

LANDS BRANCH
OCT 7 1927

Sir:-

In reply to departmental letter dated September 20th, in further reference to mine of the 3rd of September, re an agreement drawn up between the Indians of the Lytton Band living on Nesikep Indian Reserve Lytton No. 6, and Mr. David J. Stewart, I now beg to enclose a blue print plan, showing the exact area proposed to be leased, and might further state that the terms offered by Mr. Stewart to the Indians, are perfectly satisfactory to them, for they have never been able to make any use of this piece of land, owing to the very gravelly nature of the same, and there being no water available for it.

The Indians further consider that they will get work, which will be a great help to them.

I would like to recommend that this lease be accepted and permission granted to Mr. Stewart to go ahead with the work.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa. Oct.17th.1927.

Memorandum.

Approved DCL

Dr.Scott: Lease of mining claim.Nesikep Reserve

Chief Johnny Austin and Samson Austin the only two Indians of the Lytton band who occupy the Nesikep Reserve No.6 have made an agreement,certified by Indian agent H.Graham,with David J.Stewart of Vancouver,to lease about 45 acres of comparatively worthless land on the west bank of the Fraser River for mining purposes.

Mr.Stewart agrees to pay an annual rental of $100 and a royalty of 5% of the gross receipts from mining operations.He also agrees to furnish Samson Austin with a piece of agricultural land,in lieu of the small plot included in the mining claim,and to provide lumber to the value of $100.00.

Indian Agent Graham recommends acceptance of these terms,and Mr.Stewart has furnished a blue print plan showing the site of the proposed claim.

I would therefore recommend that the necessary authority and documents be sent to agent Graham to enable him to submit a surrender to the interested Indians.

As it appears that the further mining is to be restricted to the precious metals it is not necessary to take a surrender HHB

Noted HHB

H.J.Bury

Supervisor Indian Timber Lands.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

CLASS OF SERVICE	SYMBOL
Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these symbols appears after the check (number of words) this is a message. Otherwise its character is indicated by the symbol appearing after the check.

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HEAD OFFICE, TORONTO, ONT. W. G. BARDER, General Manager

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1927 NOV 3 PM 8 04

LYTTON BC 3

DEPT OF INDIAN AFFAIRS 547

R

OTTAWA ONT

DEPT. OF INDIAN AFFAIRS NOV 4 1927 RECORDS

PLEASE ADVISE ME OF THE DEPARTMENT WISHES IN REGARDS TO LEASING PORTION OF LYTTON INDIAN RESERVE NUMBER SIX AS REPORTED BY ME ON OCTOBER FIRST COMPANY ANXIOUS TO START OPERATIONS

H GRAHAM.

Copied

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18,165-52.

Form 6102, replacing Form 2A-T.W.

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Day Letter
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Send the following message, subject to the terms on back hereof, which are hereby agreed to

Ottawa, November 14, 1927.

H. Graham,
Indian Agent,
Lytton, B. C.

Answering yours third, Department approves proposed lease portion Lytton Reserve number Six to David J. Stewart Stop Lease being prepared.

J. D. McLean.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
DEC 14 1927
RECORDS

1-C-15/6 18165-52 Lytton, B. C.,

Dec. 9th, 1927.

Sir:-

On October 1st, I sent the Department a blue print plan showing the area asked for by Mr. Stewart for the proposed lease of a portion of Nesikep, Lytton I.R.No.6.

The Department wired me on the 14th of November, that the proposed lease was approved, and that a proper lease was being prepared.

The Prudential Trust Company, which Mr. Stewart represents, has written to me, asking me to see whether I could have you rush this, as they wish to have the matter settled before Christmas.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham.

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPT. OF INDIAN
JAN 14 1928
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

184-C-15/6

18165-52
Sept. 20/27.
Telegram Nov. 14/27.

Lytton, B. C.,
Jan. 9, 1928.

Sir:-

In connection with Department's authorization of Mr. D.J.Stewart's leasing a portion of Nesikep I.R., Lytton No. 6, for minding purposes, I beg to state that Mr. Stewart is connected with the Prudential Trust Company, Limited, of Vancouver, and I am just in receipt of a letter from the Manager asking, if it is possible to have the Department make out the lease in the name of that company, or what would be better, in the name of George S.Gamble, Manager, Prudential Trust Company, Ltd., 456 Seymour Street, Vancouver, B. C.

Trusting the Department will see its way clear to do this,

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Ottawa, 24th January 1928

Sir,- Your file No.184C.15/6

I have your letter of the 9th instant regarding mining lease to George S.Gamble, Prudential Trust Company, 456 Seymour Street, Vancouver, B.C., on the Nesikep Indian reserve No.6 of the Lytton band.

The blueprint which accompanied your letter of October 1st last shows the location of the test pits but it does not show the limits of the proposed lease.

Kindly have the Company forward a proper plan and description by a qualified surveyor. The plan should show a tie to one or both boundaries of the Indian reserve.

Your obedient servant,

(A.F.MacKenzie)
For Assistant Deputy and Secretary.

H.Graham Esq.,
Indian Agent,
Lytton, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Image No 2254
Thumb print of Sauve

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

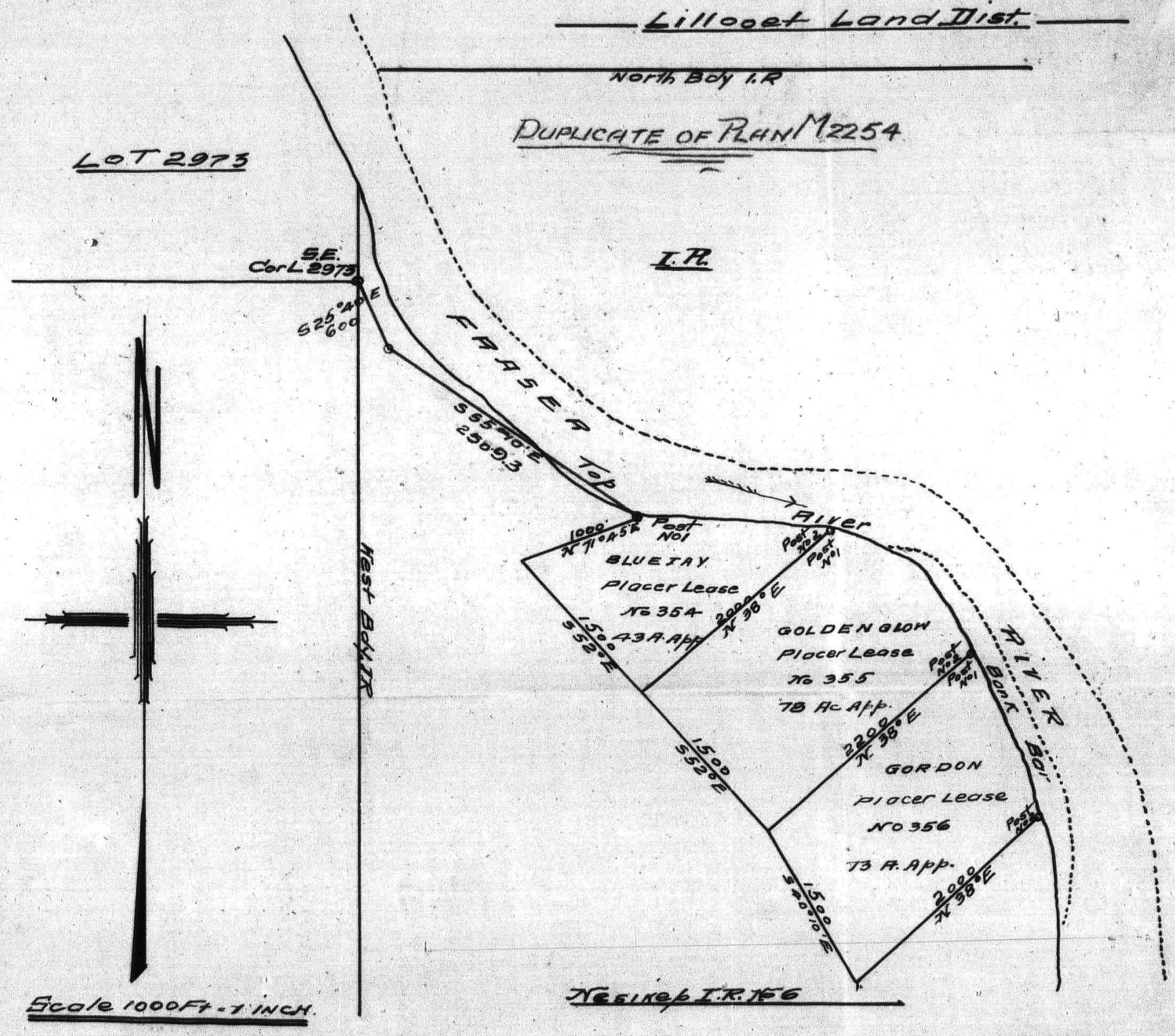
PLAN

Showing Location of

Placer Leases Nos 354-355 and 356 on

Nesikep Indian Reserve No 6

Lillooet Land Dist.



Certified correct as surveyed by me on the ground this 15th day of February 1928

H Neville Smith B.C.L.S
Vancouver B.C.
Feb. 17th 1928

R. J. Stewart
Witness

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
FEB 25 1928
RECORDS

LANDS BRANCH
FEB 27 1928

506-C-15/6

Lytton, B.C.,

18165-52

Feb. 20, 1928.

Sir:-

I beg to acknowledge receipt of departmental letter dated the 24th of January, 1928, asking for a certified plan in duplicate of the survey of the land applied for on Nesikep I.R.#6, by Mr. Geo. S. Gamble, Mgr., of the Prudential Trust Company, Vancouver, and am now enclosing same showing survey of three leases completed by Mr.A.Neville Smith, B.C.L.S.

Trusting that this will be found in order, and that the Department will issue lease at an early date,

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

DEPT. OF INDIAN AFFAIRS
MAR 5 1928
SURVEYS

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Plotted on Plan B.C. 90.
Recorded as M.2254

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Ottawa, 7th March 1928

Description of a mining lease

Those three parcels of land situate in the Nesikep Indian reserve number Six of the Lytton band, in the District of Lillooet and Province of British Columbia, containing together by admeasurement one hundred and ninety-four acres, more or less, comprising and being composed of

Firstly, that parcel of land known as Bluetay Placer Lease No.354 containing forty-three acres, more or less

Secondly, that parcel of land known as Golden Glow Placer Lease No.355 containing seventy-eight acres, more or less

Thirdly, that parcel of land known as Gordon Placer Lease No.356 containing seventy-three acres, more or less, as these three parcels of land are designated and set forth on a plan showing location of Placer Leases Nos.354, 355 and 356 on Nesikep Indian reserve No.6, as surveyed by H.Nevile Smith, B.C.L.S., dated at Vancouver, February 17th 1928, of record in the Surveys Branch of the Department of Indian Affairs under number M 2254, a copy of which plan is attached hereto.

M Neville

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Ottawa, 7th March 1928

Description of a mining lease

Those three parcels of land situate in the Nesikep Indian reserve number Six of the Lytton band, in the District of Lillooet and Province of British Columbia, containing together by admeasurement one hundred and ninety-four acres, more or less, comprising and being composed of

Firstly, that parcel of land known as Bluetay Placer Lease No.354 containing forty-three acres, more or less

Secondly, that parcel of land known as Golden Glow Placer Lease No.355 containing seventy-eight acres, more or less

Thirdly, that parcel of land known as Gordon Placer Lease No.356 containing seventy-three acres, more or less, as these three parcels of land are designated and set forth on a plan showing location of Placer Leases Nos.354, 355 and 356 on Nesikep Indian reserve No.6, as surveyed by H.Nevile Smith, B.C.L.S., dated at Vancouver, February 17th 1928, of record in the Surveys Branch of the Department of Indian Affairs under number M 2254, a copy of which plan is attached hereto.

W R White

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-62

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, 7th March 1928

Memorandum

Lands Branch,-

Herewith please find descriptions of mining leases on the Nesikep Indian reserve No.6. I would direct your attention to Agent's letter of the 28th June last stating that the flat contained about 45 acres and that the area of the three leases is 194 acres.

M.R. White

over

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 17 1928
RECORDS

683-C-15/6

18165-52

Lytton, B. C.,
March 12, 1928.

Dear Sir:-

On February 28th last, I forwarded to the Department a blue print showing survey of three leases on the Nesikap I.R., Lytton No. 6, as asked for by the Department, but up to the present time the lease on this land has not come to hand, and the company is anxious to start work, but would like the lease first in their hands before doing so.

I will be much obliged if you will rush this along.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
MAY 14 1928
OFFICE OF
INDIAN AGENT
RECORDS

1119-C-15/6 18165-52

Lytton, B. C.,
May 9th, 1928.

Sir:-

The Prudential Trust Company, Vancouver, has written me again for the lease of a portion of Lytton I.R.No.6, which they wish for mining purposes.

Mr. Gamble, the manager, says his associates refuse to go ahead with the work until the lease is received, and the Indians are very much disappointed that the work is not being proceeded with, as they were relying on getting work from them.

I will be much obliged if you will rush this lease through.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUN 11 1928
RECORDS

2091-AC-15/6 18165-52

Lytton, B. C.,
June 5th, 1928.

Immediate

Sir:-

The Prudential Trust Company has again applied for the least on the Nesikep, Lytton Indian Reserve No. 6.

They are anxious to have this before starting operations.

I will be very much obliged if the Department will give this its very earliest attention, as the Indians are very much concerned, as they expected to get work from the company when it got busy on the proposition.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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18165-52

N.A. Timmins Incorporated
1010 CANADA CEMENT BUILDING
Montreal

DEPT. OF INDIAN AFFAIRS
JUN 19 1928
RECORDS

June 16th., 1928

Department of Indian Affairs,
Ottawa, Ontario.

Dear Sirs:

Subject - Nesikep Indian Reservation.

We have been approached with regard to the development of some placer gold deposits on the above reservation, located on the upper Fraser river in British Columbia.

We are informed that Mr. Stewart was granted a lease covering this reservation. We understand that a 5% royalty is to be paid to the Government on the gold extracted from the alluvial deposits. This I am told goes to the Indians.

We would appreciate very much if you would be good enough to advise us whether the lease has been granted on this reservation, and if possible, give us a brief outline of the conditions under which this lease was granted, and oblige.

Yours very truly,

N. A. Timmins, Inc.,

per. A. A. Pare

AAPare: JAF

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

COPY:GF

N. A TIMMINS INCORPORATED

1010 Canada Cement Bldg.

Montreal.

June 16th, 1928.

Mines Branch,
Department of Geological Survey,
Ottawa, Ont.

Dear Sirs:

We would appreciate very much any reports you may have on the Nesiken Indian Reservation, situated on the upper Fraser River some 15 miles from Lytton on the Canadian Pacific Railway.

We understand that a mining lease has been granted to Mr. Stewart to develop the placer gold deposits from the old Indian Reservation, and we would appreciate very much any geological and mining records that you could give us covering this immediate area, and oblige.

Yours very truly,

N. A TIMMINS, INC.

per (SGD) A. A. Paré.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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18165-52

DEPARTMENT OF MINES

CANADA

GEOLOGICAL SURVEY

DEPT. OF INDIAN AFFAIRS
JUN 23 1928
RECORDS

Ottawa, June 21st, 1928.

Duncan C. Scott, Esq.,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Dear Sir:

Kindly find enclosed, herewith, a copy of a communication that we have received from A. A. Paré, Esq., N. A. Timmins Incorporated, 1010 Canada Cement Bldg., Montreal, P. Q. We are advising Mr. Paré that we are transferring his communication to you, for attention.

Yours truly,

WYATT MALCOLM.

Chief, Division of
Geological Information.

PJM:GF

Enclosure

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

2384-C-15/6

18165-52

Lytton, B. C.,
July 24, 1928.

Sir:-

With further reference to the lease of a portion of Neseikep Indian Reserve, Lytton No. 6 for mining purposes I beg to state that the Prudential Trust Co., has again applied to me for the official lease and I will be glad if you will let me have this at an early date.

I have the honor to be
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Asst. Deputy and Secretary,
Dept. of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

18165-52.

Ottawa, August 15, 1928.

Sir,-

Referring to your letter of the 24th ultimo and prior correspondence, I enclose Lease, in triplicate, in favour of Mr.George S. Gamble, covering land on Nesikep Indian Reserve, Lytton No. 6, for signature and, thereafter to be returned to the Department for final execution.

Enclosure.

Your obedient servant,

J. D. Caldwell
In Charge Lands & Timber Branch.

H. Graham, Esq.,
Indian Agent,
Lytton,
B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

18,165-52.

Ottawa, August 16, 1928.

Dear Sirs,-

In reply to your inquiry of recent date, I have to advise that this Department recently issued a lease in favor of Mr. George S. Gamble, Manager of the Prudential Trust Company, Vancouver, of surface rights on a portion of the Nesikep Indian Reserve, Lytton No. 6, in the Province of British Columbia, for mining purposes. The conditions of the lease include payment of an annual rental of $100, and a royalty of five per cent on the gross production of ore mined or taken from the leased area.

I may say that the Department has not any information regarding the geological conditions or indications on this reserve, but it is possible that the Provincial Government authorities could furnish you with some data upon request.

Yours very truly,

A. F. MacKenzie.
Acting Assistant Deputy & Secretary.

N. A. Timmins, Inc.,
1010 Canada Cement Building,
Montreal, Que.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 6 1928
RECORDS

2545-C-15/6 18165-52 R

Lytton, B. C.,
Aug. 28, 1928.

Sir:-

I beg to acknowledge receipt of yours of the 15th inst., enclosing lease in triplicate for Mr. Geo. S. Gamble, covering land on Nesikep Indian Reserve No. 6, Lytton Band.

I am now returning these herewith duly signed, together with a cheque of $100.00 for rental, and will be obliged if you will send me the copy for Mr. Gamble, as well as one for this office, as soon as possible.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham.

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

EXTRACT ON 29-161

copied

Lease 156
Folio 215
Vol II

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52.

Ottawa, September 11, 1928.

H.X.D.

Sir,-

Referring to your letter of the 28th ultimo, I enclose for the usual disposition, Lease No. 156, in favour of Mr. George S. Gamble, covering land on Nesikep Indian Reserve No.6, Lytton Band.

Enclosure.

Your obedient servant,

P. J. O'Connor
Acting In Charge Lands & Timber Branch.

H. Graham, Esq.,
Indian Agent,
Lytton,
B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

Dated November 17th, 1928.

GEORGE S. GAMBLE

AND

UNITED DEVELOPMENT CORPORATION LIMITED

A S S I G N M E N T

HAMILTON READ & PATERSON
B a r r i s t e r s, etc.,
430-33 Rogers Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

THIS AGREEMENT made in duplicate this seventeenth day of November in the year of our Lord one thousand nine hundred and twenty-eight,

BETWEEN:

GEORGE S. GAMBLE of the City of Vancouver in the Province of British Columbia, Manager of Prudential Trust Company Limited, (HEREINAFTER CALLED "THE ASSIGNOR") F. M. C. No. 10079D.

OF THE ONE PART,

and

UNITED DEVELOPMENT CORPORATION LIMITED A body corporate having its registered office at 456 Seymour Street in the City of Vancouver Province of British Columbia, and duly incorporated under the laws of the Province of British Columbia. (HEREINAFTER CALLED "THE CORPORATION") F. M. C. No. 16541D

OF THE OTHER PART,

WHEREAS by an indenture made the 15th day of August, 1928 between His Majesty King George V, as represented by the Superintendent General of Indian Affairs, of the first part and the Assignor of the second part (under file 18165-52- Indian Office August 20th, 1928 Lytton, B. C.) the Party of the first part for the consideration therein mentioned demised and leased unto the Assignor the surface rights on those three parcels of land situate in the Nesikep Indian Reserve No. 6 of the Lytton Band in the District of Lillooet, Province of British Columbia comprising and being composed of Placer Leases 354, 355, and 356 for the term of ten years from the 15th day of August, 1928 renewable as therein mentioned SUBJECT to the terms and conditions more particularly set forth in the indenture now in recital,

AND WHEREAS the Assignor holds the said lease and the benefits to be derived therefrom in trust for the Corporation as he doth hereby admit and acknowledge,

The original of this Document has been removed for retention in the Records of the Indian Land Registry.
MS
Signature
17/3/1972

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NOW THIS INDENTURE witnesseth that in consideration of the premises the Assignor as such Lessee as aforesaid and as beneficial owner thereof doth hereby assign, transfer and set over unto the Corporation all the right, title and interest of him the Assignor in and to the said hereinbefore recited leases and the said parcels of land therein described TO HAVE AND TO HOLD the same unto and to the use of the Corporation its successors and assigns SUBJECT NEVERTHELESS to the terms and conditions therein mentioned.

THE Assignor hereby covenants with the Corporation that he has not done or caused to be done anything whereby the said lease is in any way affected and further covenants that the said lease is in good standing.

THE Corporation hereby covenants with the said George S. Gamble, his heirs, executors, administrators that it, the Corporation, will observe and perform all the covenants contained in the said indenture of lease and will duly pay the rent thereby reserved,

IN WITNESS WHEREOF the Party of the One Part has hereunto set his hand and seal and the Corporation hath caused its corporate seal to be set and affixed attested by the hands of its proper officers the day and year first before mentioned.

SIGNED SEALED & DELIVERED by the above named George S. Gamble, in the presence of: Camille Lead Barrister-at-Law. Vancouver, B.C.

George S. Gamble

THE CORPORATE SEAL OF UNITED DEVELOPMENT CORPORATION LIMITED was duly affixed in the presence of: Lillian A. Brooking 456 Seymour St Vancouver B.C. Stenographer

Walter F. Moss Director

D. P. Sherwood Director

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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CANADA

18165-52

3033

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Nov. 20th, 1928.

R

Lease 156 Folio 215
Vol II

DEPT. OF INDIAN AFFAIRS
NOV 26 1928
RECORDS

Sir,-

Mr. Geo. S. Gamble, who obtained a lease from the Department to mine on the Nesikep Lytton I. R. No.6, is desirous of transferring his lease to the United Development Corporation Ltd.

I am now enclosing an assignment in duplicate in order that the Department may sanction and record the transfer.

I would like to recommend that this be approved and a copy returned.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham.

Indian Agent.

Asst. Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Enc.

HG/EB

Rental p.a. 15 c May/29

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52.

Ottawa, December 7, 1928.

Sir,- Re: Lease No. 156-Geo. S. Gamble.
Land on Nesikep Indian Reserve.

I beg to acknowledge the receipt of your letter of the 20th ultimo, enclosing transfer of this lease in favour of United Development Corporation, Limited, to which, in view of your recommendation, the Department is disposed to give favourable consideration and you should, therefore, now forward the duplicate and triplicate copies of lease, so that the necessary action may be taken.

Your obedient servant,

J. C. Caldwell
In Charge Lands and Timber Branch.

H. Graham, Esq.,
Indian Agent,
Lytton, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

4144

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Dec. 4th, 1928.

Sir,-

On June 28th, 1927 I wrote to you in connection with the proposed leasing of a portion of the Nesikep, Lytton I.R. No.6 to Mr. D.J. Stewart for mining purposes.

I explained that there were only two Indian families living on this portion of the reserve, on the West bank of the Fraser. This particular reserve being divided about 50-50 by the Fraser River.

The agreement between Mr. Stewart and the two Indians, Johnny Antoine and Sampson Austin, was that Mr. Stewart was to pay down the sum of $500.00.

I might state that I am now in receipt of the first cheque for $500.00 which I am enclosing, and will be glad if you will return a departmental cheque and advise me whether this is to be paid over to the two families or to the whole of the Nesikep Band, to those living on the East side of the River as well as Sampson Austin and Johnny Antoine. The Indians are most anxious to get this money as I told them that it had to be sent to the Department, who will in turn send me back a cheque advising me to whom the money was to be paid.

I might say that on the 2nd of September 1927 a second agreement was drawn up, which was signed by Johnny Antoine, Sampson Austin and Harvard Mack, the latter being a resident on the East bank. This agreement was sent to you on Sept.3rd, but in it there was no mention made of the $500.00, which was offered to Antoine and Austin, when first negotiating for this land.

Yours obediently,

H. Graham.

Indian Agent.

ACCOUNTANTS
DEC 13 1928
INDIAN AFFAIRS

Asst. Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Enc.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

BANK RECEIPT No. 2920

Amt. $500.00

Ch.

Date DEC 10 1928 19

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. 25 Folio 14v

151

Dept. Receipt No. 30982

Folio 215 Vol II

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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ARCHIVES PUBLIQUES
CANADA

1. A. D. M.
2. Chief
3. Lyons

18165-52.

Ottawa, December 18, 1928.

Sir,-

Referring to your letter of the 2nd Instant, enclosing cheque for $500.00 paid by Mr. D. J. Stewart for land on Nesikep Indian Reserve No. 6, I beg to say that unless Johnny Antoine and Sampson Austin are the recognized owners of the land for which the money was paid it must be regarded as Band Funds and be divided on a per capita basis. Cheque will be sent you under separate cover.

In connection with this matter it is to be observed that in agreement of 2nd September, 1927, no mention is made of any payment of $500.00, but, presumably, it was a verbal arrangement made by the parties interested.

Your obedient servant,

J. D. McLean
Assistant Deputy and Secretary.

H. Graham, Esq.,
Indian Agent,
Lytton,
British Columbia.

ACCOUNTANTS BRANCH 31928

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
DEC 19 1928
RECORDS

4193-C-15/6

18165-52

Lytton, B. C.,

Dec. 14, 1928.

Re: Lease No. 156-Geo.S.Gamble.
Land on Nesikep Indian Reserve.

Sir:-

I herewith beg to acknowledge receipt of your letter of the 7th inst., in regard to the transfer of above lease in favor of United Development Corporation, Limited, asking for the return of the dpplicate and triplicate copies of the lease, so that the necessary action may be taken.

In reply I beg to enclose herewith these as per your request, and trust that the transfer may be made at an early date.

I have the honor to be,

Sir,

Your obedient servant,

H. Graham.

~~(H. Graham)~~
Indian Agent.

J. C. Caldwell, Esq.,
In Charge Lands and
Timber Branch,
Dept. of Ind. Affairs,
Ottawa.

HG/MD

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18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JAN 3 1929
RECORDS

4282-C-15/6

Lytton, B. C.,
Dec. 29, 1928.

Sir:-

I herewith beg to acknowledge receipt of departmental cheque No. 7445 dated December 19th, for $500.00, distribution land money for Nesikep Indian Reserve.

This I am distributing between the Indians who own the land.

Your obedient servant,

H. Graham.

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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ARCHIVES PUBLIQUES
CANADA

18165-52.

Ottawa, January 14, 1929.

Sir,-

Lease 156
Land on Nesikep Indian Reserve.

Referring to your letter of the 14th ultimo I enclose, for the usual disposition, Lease in duplicate, with transfer to United Development Corporation Limited duly endorsed thereon.

Enclosure.

H.Q.

Your obedient servant,

D. C. Caldwell
In Charge Lands and Timber Branch.

H. Graham, Esq.,
Indian Agent,
Lytton,
British Columbia.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

18165-52

Ottawa, April 12th, 1930.

Sir,- - Lease No. 156 -
United Development Corporation
Land on Nesikep Indian Reserve

I beg to advise you that under this lease, rental for the current year in the sum of $100.00 became due on the 15th August last, which you will be good enough to collect it without delay and forward to the Department, so that the money may be placed to the credit of Indian funds.

Your obedient servant,

H. C. Caldwell.
Director, Indian Lands and Timber.

H. Graham, Esq.,
Indian Agent,
LYTTON, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

18165-52

September 20, 1930.

Gentlemen,-

I beg to advise you that under Lease No. 156, in your favour covering land on the Nesikep Indian Reserve, there is due rental from the 15th August 1929 to the 15th August 1931 in the sum of $200.00, cheque for which you will be good enough to forward to the local Agent, Mr. H. Graham, Lytton, B.C., without delay. Failing to do so, the Department will be forced to place the account in the hands of the Department of Justice for collection and to consider cancellation of lease.

Yours very truly,

DCL

H.G.O.

United Development Corporation, Ltd.,
456 Seymour St.,
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

September 20, 1930.

Sir,- Re Lease No. 156,
United Development Corp, Ltd.
Land on Nesikep Indian Reserve.

Encl. For your information and guidance I enclose copy of communication addressed to these lessees and would ask you at the expiration of two weeks from date to call upon them for payment, if it has not already been made as indicated.

Your obedient servant,

J. C. Caldwell,
Director, Indian Lands & Timber.

H. Graham, Esq.,
Indian Agent,
Lytton, B.C.

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DEPT. OF INDIAN AFFAIRS
OCT 6 1930
RECORDS

456 Seymour Street,
Vancouver, B. C.

October 1st, 1930

R

Duncan C. Scott, Esq.,
Deputy Superintendent General,
Indian Affairs,
Ottawa.

OCT 9 1930

Dear Sir:

Your file 18165-52
Nesikep Indian Reserve #6 - Lease 156

Replying to your letter of the 20th, we beg to advise you that we have forwarded the rental to Mr. H. Graham, Indian Agent at Lytton, which we understand pays the rent under this lease to August 15th, 1930.

Thanking you for bringing this matter to our attention.

Yours truly,

UNITED DEVELOPMENT CORPORATION LTD.

Per

GSG/
B.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

18165-52

Ottawa, February 2, 1931.

Gentlemen,-

I beg to acknowledge receipt of your letter of the 1st of October last relative to rental due under least No. 156, covering land in Nesikep Indian Reserve, in connection with which I would call your attention to official communication of the 20th of February, calling for payment of $100.00, rental to 15th August 1931, the same being paid yearly in advance.

As rental for the current year is now almost six months overdue, the Department must insist on an immediate settlement, and you will therefore be good enough to forward without delay, cheque for the sum of $100.00 to the Acting Indian Agent, Lytton.

As this matter is urgent, your immediate compliance with the terms of lease will be greatly appreciated as otherwise the account will be placed in the hands of the Department of Justice for collection.

Your obedient servant,

J. D. Caldwell,
Director, Indian Lands & Timber.

United Development Corp'n., Ltd.,
456 Seymour St.,
Vancouver, B.C.

A. Storey
Actg Ind. Agt
Lytton

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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Feb 5/31

DEPT. OF INDIAN AFFAIRS
FEB 13 1931
RECORDS

R

to Dr Scott. (Ottawa)

Lawrence

I am writing these few lines to you Sir just about my place at Nit-sha Kup may be you have known this from Mr Gamble. Wanted it for a plasher mine. but because Johnny Antoine is 800 Hundred feet higher from the side of my Ranch I think I have a right to own the money is bueing from Mr Gamble because I own the land my self. And Johnny Atoine always ask. for half everytime Gamble sent money to us. please let me know if I will gave him half or no I would be entitled to all the money my self because I am the owner of the Land

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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because I am not settled
yet on the place that Mr Gamble
has gaving to me this is the Reason
I would like to know from you
I think myself it is not right to gave
Johnny Antoine any of that money
because he has a place of his own
for sure
please let me know by
Return Mail about this Matter

Yours Truly

Address, William Austin
24 Miles
Lytton
B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

18165-52

Ottawa. Feb.17th.1931.

Sir:-

The Department is in receipt of a complaint from William Austin of the Nesikep reserve to the effect that he is not receiving his fair share of the money derived from the mining lease held by the United Development Corporation Ltd. as represented by G.S.Gamble, and that Johnny Antoine is getting more than rightly should be paid to him.

Correspondence on the subject is on your predecessor's file Nos.4144 and 4193-C-15/6 and I have therefore to ask you to look into this matter immediately and report.

I have also to advise you that the above Corporation are six months over-due in the payment of their rental of $200,and to ask that you request payment of this amount immediately.Their address is 456 Seymour St. Vancouver. B.C.

Your obedient servant,

Secretary.
(A.F.MacKenzie)

A.Strang Esq.
Actg.Indian Agent
Lytton. B.C.

9.3.31

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DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 3 1931
RECORDS

9196-C-15/6 18165-52

Lytton, B. C.,
Feb. 26, 1931.

Sir:-

I herewith beg to acknowledge receipt of departmental letter dated February 17th, in regard to a letter received from William Austin of the Nesikep Reserve to the effect that he is not receiving his fair share of the money derived from the mining lease held by the United Development Corporation Ltd., as represented by G. S. Gamble, and that Johnny Antoine is getting more than rightly should be paid to him.

In reply beg to say that William Austin has both written letters to this office, and come in personally. Everything about this lease was fully explained to him through interpreters, and also by letter. He and his brother Joseph both wrote letters to this office, which were very carefully answered.

The reason he thinks that Johnny Antoine should not get any more money, is because Johnny did not have cultivated land there, and he, William Austin, did, which was left him by his father, but as this cultivated land was directly situated on part of the land leased, the United Development Corporation relocated William Austin outside the reserve, on a much better piece of land, so that there is no land belong- to him any more than to Johnny Antoine.

In the first place the Corporation paid the two Indians, viz., Johnny Antoine and Samson Austin, $250.00 apiece. Samson Austin died leaving his property to his two sons, William and Joseph. The lease rental is $100.00 a year. As Johnny Antoine and Samson Austin divided this equally between them, it would follow that Johnny Antoine would still get half, and the other half would be divided between the two boys, William and Joseph. This has been done.

Besides William Austin getting the piece of land outside the reserve in lieu of that he was giving up, he got $400.00 for fencing, lumber to repair the house, and grub, to use whilst he was doing this repair work and putting in his crop. Johnny Antoine did not get anything like this. Probably the reason that William wrote to you was that Johnny asked for his half share and got it before William did. As soon as William and Joseph asked for their shares I wrote to you and got it for them.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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ARCHIVES PUBLIQUES
CANADA

In regard to the rental, we have been keeping in touch with Mr. Gamble, but he has been in the hospital and has just been out a short time. We received a letter from him the day before your letter reached us, in which he explained the circumstances and also said that he would call a meeting and see that the rental was paid, which is $100.00 for the year ending August 15th, 1931. The recent business depression struck these people as well as others, or this would have been paid before.

Trusting this explanation proves satisfactory to the Department,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Acting Indian Agent.

AS/MD

P.S. Neither William nor Joseph Austin can write, and probably the man who wrote the letter to you for William is the one who has been stirring him up, as he is a very suspicious person who thinks we are all trying to do the Indians.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18,165-52.

Ottawa, March 9, 1931.

Sir,-

Referring to your letter of the 26th ultimo and prior correspondence, I beg to say that rental for the current year, which became due on the 15th August last, has not as yet been received, and I have to request that you will be good enough to make an immediate collection of the sum of $100.00 and forward it to the Department.

Your obedient Servant,

A. S. Williams

A. S. Williams
Assistant Deputy Superintendent General.

A. Strang, Esq.,
Acting Indian Agent,
Lytton,
B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

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18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 2 1931
RECORDS

9417-C-15/6

Lytton, B. C.,

March 28,1931.

R

Sir:-

I beg to acknowledge receipt of departmental letter dated March 9, No. 18,165-52, when I immediately took the matter up with the representative of this corporation.

I am now in receipt of a letter from Mr. Gamble which will speak for itself. I am enclosing a copy of it.

You will note that he says that the rent should not have been payable until the ground was being worked, and that it was an oversight either on the part of the Department of of the Company, as they have not enjoyed any advantage from the land as yet.

As he said the business depression was the cause of their slowness in getting sufficient finances to operate the property, and they hope to be able to get under way this season.

Trusting that the Department will be lenient with them as requested, as they have already spent considerable on this,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Acting Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE
MAR.25,1931,
LYTTON.B.C.

456 Seymour St.,
Vancouver, B. C.

March 23rd,1931.

A. Strang, Esq.,
Acting Indian Agent.
Lytton, B. C.

Dear Sir,-

Your file 9354-B-15/6

I am in receipt of your letter of the 20th.

Mr. Stewart called this morning and stated that he had met you in Lillooet and that he had made satisfactory arrangements between William Dickey and William Austin regarding the cultivation of the land.

With regard to the rental I will have a directors' meeting at an early date when I hope to have the matter passed upon. Unfortunately this rent should not have been payable until the ground was being worked. It was an oversight either on the part of the Department or the Company as we have not enjoyed any advantage of the land other than endeavouring to raise sufficient finances to operate the property. We are hopeful that operations will get under way this season which should work to the advantage of all concerned.

I sincerely trust that the Department will continue to be lenient with us.

Yours truly,

(Signed) Geo.S.Gamble.

GSG:B.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18,165-52.

Department of Indian Affairs

Canada

Lands and Timber Branch

Memo.

Ottawa, April 7, 1931.

Mr. Caldwell,-

Lease No. 156, Geo. S. Gamble, Lessee, transferred to United Development Corporation, Limited.

Under this lease the Department granted "the surface rights" on three parcels of land in the Nesikep Indian Reserve No. 6, Lytton Band, for ten years from 15th August, 1928, renewable on such terms as might be agreed upon, at an annual rental of $100 00, payable yearly in advance, and a royalty of 5% of the gross value of all ore mined or raised from the land so leased.

By transfer in favour of the United Development Corporation Limited, all the obligations of the original lease were assumed, in accordance with which payment has been made to 15th August, 1930, on which date rental for the current year became due.
The present holders of the lease, who have several times been called upon to make this payment, now request an extension and claim that "this rent should not have been payable until the ground was being worked."
This hardly seems logical as, aside from any and every other consideration, it is at least possible that had the privileges in question not been covered by lease in favour of the United Development Corporation Limited, they might have been granted to other parties and by them worked successfully, thus being a source of revenue.

H. G. Ogilvy

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Ottawa, April 7. 1931.

Sir,-

I desire to acknowledge receipt of your letter of the 28th ultimo, your File No. 9417-C-15/6, with reference to the payment of rental under lease held by the United Development Corporation, Limited, of certain surface mining rights on the Nesikep Reserve. Mr. Gamble in his letter to you of the 23rd ultimo, copy of which accompanied your letter, gives an entirely erroneous view of the situation, as at no time was it ever understood that rental should not be paid pending development of the property. If you will refer to the original agreement signed by the Indians and dated the 2nd of September, 1927, you will note that it is agreed that there shall be an annual rental payment of $100.00. This fact could easily have been confirmed by Mr. Gamble had he referred to the lease issued by the Department. Further, he would learn that non-payment of rental over a certain given period leaves the lease open for cancellation. This action, I may say, will be taken by the Department unless the payment of $100.00, which became due on the 15th August last, is paid forthwith.

I may say that it is a duty of the Department to protect the interests of the Indians concerned and it is their expectation that rental will be paid promptly when due.

Your obedient servant,

A. F. MacKenzie,
Secretary.

A. Strang, Esq.,
Indian Agent,
Lytton, B.C.

$100 - 28.4.31 - 165

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, Nov 23 1921

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 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

HOUSE OF COMMONS
CANADA

THE SPEAKER

Crown Building,
Vancouver, B. C.
November 17, 1931.

Dr. Duncan Campbell Scott,
Deputy Superintendent General of Indian Affairs,
Ottawa, Ontario.

Dear Dr. Scott:

Recd

I have inquiries concerning placer mining claims within the Nisikut Indian Reserve Number Six, the claims being 354, 355 and 356, bench claims known as "Stewart's Ground". My information is that the office of the Indian Agent for that Reserve was recently burned and all records destroyed.

If with this rather meagre description the record and standing of these claims can be ascertained at Ottawa, will you kindly have the same sent to me.

Will you also kindly have sent to me Regulations made under Section 50 (2), of the "Indian Act" or other Regulations concerning placer mining within Indian Reserves showing how such rights may be acquired and developed.

Yours very truly,

George Black

GB:MP

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Precis of file re mining lease Nesikep Reserve No.6 covering placer claims Nos.354,355 and 356.

1927.
Nov.14th. Department approved of lease being given to David J.Stewart
1928 on payment of annual rental of $100 and 5% royalty.
Jan.9th. Agent Graham reported that as Mr.Stewart was connected with the Prudential Trust Co. of Vancouver,the manager of the Co.-Mr.Geo.S.Gamble wished the lease to be issued in his (Gamble's) name.
Aug.15th. Lease sent to Indian agent,in triplicate,for the signature of lessee.
Nov.17th. Transfer of this lease from Gamble to United Developmemt
1929. Corporation received by Department.
Jan.14th. Transfer approved by Department and lease sent to agent,
1928 endorsed in the name of the Corporation.
Dec.10th. Agent forwards cheque for the sum of $500 representing compensation paid by D.Stewart for two Indians-Johnny Antoine and Sappson,and this money was returned to agent with
1930. instructions to distribute it to the rightful Indian owners,
Sept.20th. Agent was advised that the Copporation owed rental amounting to $200 for period Aug.15th.1929 to Aug.15th.1931

1931
April 28th. Rental of $100 received

There is therefore apparently rental of $100 due for the period Aug.15th.1930 to 1931.

Rental paid to 15 Aug. '32 (7.89 165.)

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18,165-52.

Ottawa, November 23. 1931.

Dear Mr. Black,-

I have received your letter of the 17th instant, in which you inquire concerning certain placer mining claims in the Nesikep Indian Reserve, in the Province of British Columbia.

A lease covering placer Claims Nos. 354, 355 and 356 is at present current, and the circumstances in connection with this matter, given chronologically, are as follows:-

In November, 1927, an application for lease was received from Mr. David J. Stewart, of the City of Vancouver, and in the following January, our local Agent, Mr. Graham, reported that, as Mr. Stewart was connected with the Prudential Trust Company, of Vancouver, it was desired that Departmental lease should issue to Mr. George S. Gamble, Manager of the Prudential Trust Company.

In due course leases were prepared and issued, and in the month of August, 1928, were signed by the several parties interested. In the month of November, 1929, Mr. Gamble, transferred this lease to the United Development Corporation, which transfer was approved by the Department.

The annual rental payable under this lease is $100.00, and the term covered by the lease is ten years from the 15th August, 1928, renewable.

I have pleasure in sending you herewith, as requested, a copy of the Departmental Regulations for the disposal of minerals other than coal, petroleum and natural gas on Indian Reserves.

Yours very truly,

Deputy Minister

Hon. George Black, M.P.,
Crown Building,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.
/////
FREE MINER'S CERTIFICATE.

No. 56505 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that A. Neis of---Vancouver, B. C.,----------, has been paid me the sum of Three-------75/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the ----------2nd----------day of-----September----------,1931, until midnight on the day of May, 1932.

Issued at-----VANCOUVER------

Sept. 3, 1931.

P. Grant
Signature of Officer issuing same.

This is certified to be a true copy of Free Miner's Certificate No. 56505 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

10682-C-15/6

Lytton, B. C.,

Dec. 9th, 1931.

Sir:-

I beg to enclose herewith $5.00 for permit to prospect on Nesikep Indian Reserve Lytton No. 6, together with a certified copy of the Free Miner's Certificate No. 56505 D, in favor of A. Neis, of Vancouver.

I beg to recommend that permission be given this man to prospect on this reserve as requested.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

BANK RECEIPT No. _____

R

Amt. $5.00 ~~ch~~ pmo.

DEPT. OF INDIAN AFFAIRS
DEC 14 1931

Date _____, 19 _____

Entered Journal No. 26 Folio 303 JRA

Dept. Receipt No. 654414

181

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPT. OF INDIAN AFFAIRS
DEC 19 1931

HOUSE OF COMMONS
CANADA
THE SPEAKER

Crown Building,
Vancouver, B. C.
December 14, 1931.

File. 18,165-52

Dr. Duncan Campbell Scott,
Deputy Superintendent General of Indian Affairs,
Ottawa, Ontario.

Dear Dr. Scott:

Your letter of 23rd ultimo indicates that lease covering placer claims Nos. 354, 355 and 356 in Nesikep Indian Reserve in British Columbia is on your records in good standing.

We are advised by the Mining Recorder of the District in which these claims are situate that all of these claims held under Placer Mining Bench leases were, on October 17, 1931, declared forfeited under the provisions of Section 110, Subsection 5, of the "Placer Mining Act" of British Columbia. This being so will you kindly advise me what status the lease from the Department of the Interior has.

We observe that under the regulations of December 30, 1912 the leases issued by the Superintendent General are of surface rights of Indian Reserves of such areas as may be necessary for mining by persons otherwise authorized to mine.

Further:

1. That only persons with authority under the Provincial laws and regulations may receive permission to enter upon a reserve to prospect.

2. That having obtained a lease for mining from the Provincial authorities the lessee shall apply to Superintendent General through Indian Agent for lease of surface rights.

3. That by Section (f) of the regulations it is the intention that the prospecting, recording and mining

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

of the precious metals on Indian Reserves and all operations in respect thereof shall be subject to the terms, conditions and restrictions of the Provincial laws and regulations.

Section 110 of the "Placer Mining Act" of B. C. requires the payment of annual rentals and an annual expenditure in development work. These provisions not having been complied with, all of the said placer mining bench leases have been forfeited and cancelled.

The land covered by said placer mining leases has now been located and recorded as placer mining claims by another person who will in due course apply for a lease of the surface rights. May I be advised as to what the course of the Department will be as to cancellation of the present leases the lessee no longer having any placer mining rights in the area and as to the issue of a lease of surface rights to the person who has now acquired the placer mining rights.

Yours very truly,

George Black

GB:MP

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

#18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, 28th December, 1931.

Memo.

Mr. Caldwell,

With reference to the matters referred to in Mr. Black's letter of the 14th instant, I have to say that our regulations provide that a lease for surface rights may be granted to any person who has authority under the Provincial laws to enter, locate, prospect and mine gold, in pursuance of which a surface lease was granted placer claims Nos.354, 355 and 356 in the Nesikep Indian Reserve. It appears from Mr. Black's letter that the rights of the said lessee have been declared forfeited under the provisions of the Provincial Placer Mining Act. If that is true the lessee would apparently have no further right to go on the said premises for such purposes and it may be that the lease of the surface rights granted by the Department automatically terminates.

I would suggest that we obtain from the Mining Recorder referred to in Mr. Black's letter a formal certificate that the rights of the lessee in question have been cancelled by the Provincial Authorities, if such is the case. When this certificate is received we might notify the lessee that in view of the cancellation of his rights, it is proposed to formally cancel his lease unless he can show a valid reason why the lease should not be cancelled. On hearing from the lessee we can then determine what action to take in the matter.

C. S. Williams

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18,165-52.

Ottawa, January 18th, 1932.

Dear Sir,-

The Department has been informed that the Provincial Mining Recorder for the district in which the Nesikep Indian Reserve is located has cancelled Placer Mining Claims Nos. 354,355 and 356. If such action has been taken by the Provincial authorities, then it will be necessary for this Department to take cognizance of the fact and, possibly, cancel the lease which issued, in connection with these claims, of the surface rights which, of course, was necessary as the claims are located in an Indian reserve.

I wish you to communicate at once with the Mining Recorder for the purpose of ascertaining the present standing of this matter, and if cancellation by the Provincial authorities has taken place obtain from the Mining Recorder a formal certificate to that effect. If such a certificate is obtained, send it at once to the Department in order that further necessary action may be taken. In any case, submit a report without delay.

Your obedient Servant,

T. R. L. MacInnes,
Acting Secretary.

A. Strang, Esq.,
Indian Agent,
Lytton, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18,165-52.

Ottawa, January 18th, 1932.

Dear Mr. Black,-

I have given consideration to the matter referred to in your letter of the 14th ultimo, and as the Department has not received any official notification that the Provincial authorities have cancelled these placer mining claims in the Nesikep Indian Reserve I have written to our local Agent for a report.

I have asked our Agent to secure from the Mining Recorder, in the district in which the Nesikep Indian Reserve is located, a formal certificate to the effect that the rights of the lessee or lessees in question have been cancelled, if such is the case. When the Department receives such a certificate we would then be in a position to notify our lessee that, in view of this cancellation of his rights by the Provincial authorities, we would also be compelled to cancel the lease issued by this Department unless he could show a valid reason why such action should not be taken. When the Department receives this necessary information we will then be in a position to determine what further action to take in the matter. I shall be very glad to write you again shortly.

Yours very truly,

Duncan Scott

Honourable George Black, M. P.,
Crown Building,
Vancouver,
B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

★ 10M-929-7626

GOVERNMENT OF BRITISH COLUMBIA

INDIAN OFFICE

JAN 28 1932

LYTTON, B.C.

MEMORANDUM

TO Indian Agent,
Lytton, B.C.

FROM Mining Recorder, Lillooet, B.C.

January 27th 1932

This is to certify that Placer Mining Bench Lease No. 356 situate on Nesikep Indian Reserve No. 6 in the Lillooet Mining Division was declared forfeited on the 17th day of October, 1931, under the provisions of the "Placer Mining Act", Chapter 169, R.S. 1924, Part 8, Section 110, Sub-section 5.

L.J. Price,
Mining Recorder,
Lillooet Mining Division.

LJP:EEC

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

★ 10M-929-7626

GOVERNMENT OF BRITISH COLUMBIA

INDIAN OFFICE

JAN 28 1932

LYTTON, B.C.

MEMORANDUM

TO Indian Agent,
Lytton, B.C.

FROM Mining Recorder, Lillooet, B.C.

January 27th, 1932

This is to certify that Placer Mining Bench Lease No. 355 situate on Nesikep Indian Reserve No. 6 in the Lillooet Mining Division was declared forfeited on the 17th day of October, 1931, under the provisions of the "Placer Mining Act", Chapter 169, R.S. 1924, Part 8, Section 110, Sub-section 5.

L.J. Price,
Mining Recorder,
Lillooet Mining Division.

LJP:EEC

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

★ 10M-929-7696

GOVERNMENT OF BRITISH COLUMBIA

INDIAN OFFICE

JAN 28 1932

LYTTON, B.C.

MEMORANDUM

TO Indian Agent,
Lytton, B.C.

FROM Mining Recorder, Lillooet, B.C.

January 27th 1932

This is to certify that placer mining bench lease No. 354 situate on Nesikep Indian Reserve No. 6 in the Lillooet Mining Division was declared forfeited on the 17th day of October, 1931, under the provisions of the "Placer Mining Act", Chapter 169, R.S. 1924, Part 8, Section 110, Sub-section 5.

L.J. Price,
Mining Recorder,
Lillooet Mining Division.

LJP:EEC

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPT. OF INDIAN AFFAIRS
FEB 8 1932

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

11075-C-15/6 18,165-52.

Lytton, B. C.,
Feb. 2nd, 1932.

Sir:-

I beg to acknowledge receipt of departmental letter dated January 18th, in reference to the Provincial Mining Recorder for the district in which the Nesikep Indian Reserve is located having cancelled Placer Mining Claims Nos. 354, 355 and 356.

In reply beg to state that I communicated with the Mining Recorder and ascertained that these claims had been cancelled. I also had him forward me certificates of cancellation.

I have written to the United Development Corporation, which corporation holds a lease for the surface rights of these claims, and the rental is paid up until the 15th day of August, 1932. I have had no reply from them.

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

3 Encl.

The Secretary,
Department of Indian Agent,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18,165-52.

Ottawa, February 16, 1932.

Dear Sirs,-

Your Corporation at present holds a lease from this Department of the surface rights involving Provincial Placer Mining Claims Nos. 354 355 and 356 on the Nesikep Indian Reserve No. 6. The Department has been advised that these Provincial Mining Bench Leases were declared forfeited on the 17th day of October last by the Mining Recorder of the Lillooet Mining Division, and as the lease issued by this Department is conditional and dependent upon the issue of the necessary mining authority from the Provincial Government, I have to request that you advise this Department whether in your opinion there exists any reason why the lease issued by this Department covering these lands should not now be cancelled, in view of the forfeiture already recorded under the Provisions of the Placer Mining Act, Chapter 169, R. S. 1924, Part 8, Sec. 110, subsec. 5. An immediate reply is requested.

Yours very truly,

Duncan Ced N.

United Development Corporation, Limited,
456 Seymour St.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18,165-52.

Ottawa, February 16, 1932.

Dear Mr. Black,-

I should like to advise you further in connection with the matter referred to in your letter of December 14th last, involving certain Placer Mining Claims in the Nesikep Indian Reserve in British Columbia. The Department has recently been advised by the Mining Recorder of the Lillooet Mining Division that these leases Nos. 354, 355 and 356 were declared forfeited on the 17th day of October last, under the provisions of the Placer Mining Act. The surface rights in connection with these leases, in so far as this Department is concerned, are covered by one lease which originally issued in November, 1927, to Mr. David J. Stewart, of the City of Vancouver, and subsequently assigned to the United Development Corporation of the same city. I have just now written to the United Development Corporation to the effect that the Department has been advised of the forfeiture of these mining leases under the provisions of the Provincial Placer Mining Act, and have requested to be advised whether the Corporation is at present in a position to give reasons why the lease issued by this Department should not now be cancelled, in view of the forfeiture of the mining rights under Provincial authority.
I shall be very glad to write you again when a reply is received.

Yours very truly,

Duncan Scott

Hon. George Black, M.P.,
Speaker,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 56671 D Not Transferable

This is to certify that Alvah B. Towns of Vancouver, B.C., has paid me the sum of Two Dollars Seventy-five Cents ($2.75) and is entitled to all the rights and privileges of a Free Miner, from midnight on the 30th day of November 1931 until midnight on the 31st day of May, 1932.

Issued at Vancouver,

December 1, 1931.

(Signed) A.P. Grant,

Mining Recorder, Vancouver.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 56670 D

Not Transferable

This is to certify that John F. Davidson of Vancouver, B.C. has paid me the sum of Two Dollars Seventy-five Cents ($2.75) and is entitled to all the rights and privileges of a Free Miner, from midnight on the 30th day of November 1931 until midnight on the 31st day of May, 1932.

Issued at Vancouver,

December 1, 1931.

(Signed) A.P. Grant

Mining Recorder,

Vancouver.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

11118-C-15/6

Lytton, B. C.,

Feb. 9th, 1932.

Sir:-

I herewith beg to enclose my cheque for $10.00 being fees for prospecting permits for Alvah B. Towns, Free Miner's Certificate No. 56671D and John F. Davidson, Free Miner's Certificate No. 56670D, to prospect on Nesikep, Lytton Indian Reserve No. 6.

I am also enclosing copies of these Free Miner's Certificates.

Trusting that these will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Shang

The secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

BANK RECEIPT No. 3761

Amt. $10.00 chq

DEPT. OF INDIAN AFFAIRS
FEB 17 1939
RECORDS

Date ..... 19.....

Entered Journal No. 27 Folio 21

Lands
Acct 181

Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

INDIAN OFFICE
FEB 17 1932
LYTTON, B.C.

6006 Larch St.,
Vancouver, B. C.,
Feb. 16, 1932.

Mr. A. Strang,
Indian Agent,
Lytton, B.C.

Dear Sir:

Your letter of the 25th of Jan. sent to the United Devolopment Co. Care of the Prudential Trust Co. has just been received by me and I beg to say, through a mistake on my part, the leases on the Neckip Reserve were cancelled; but owing to us having the lease from the Indian Dept. I figured that wexx were quite safe in the matter and intended getting the whole thing straightened out again with the Provincial Government, but in the meantime Mr. Little leased the property to other parties and I trust that it will not be necessary for you people to can cel our lease with the Dept. as we had already made preparations to start mining operations on the property this spring. As you are well aware we have spent considerable money on the said property and owing to the death of Mr. Gamble we were delayed in getting started to work.

Trusting that the dept. will look favorably upon our claim as we have already spent considerable money and I might further say, if the new parties are prepared to go ahead and develop the property at once, we will be quite agreeable to make a very satisfactory arrangement with them re the leases both to themselves and to the dept.

Trusting the matter can be arranged satisfactorily, I remain,

Yours truly,

(signed) D. J. Stewart.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
FEB 22 1932
RECORDS

Lytton, B. C.,

IN YOUR REPLY REFER TO
No. 11209-C-15/6.
ALSO
TO DATE OF THIS LETTER

February 17th, 1932.

18,165-52.

Sir,—

With further reference to your letter of January 18th, and my reply dated February 2nd, I beg to say that I have now received a reply to my letter to the United Development Corporation in reference to their lease on Nesikep Indian Reserve No. 6, Lytton Band, a copy of which I am enclosing.

In regard to this it is quite true that these people have spent considerable money on this property. One of the owners of this reserve died before the deal was put through, Sampson Austin, but his two sons were joint heirs.

The Corporation paid $500.00 to Johnny Antoine and Sampson Austin, and I think supplied lumber enough to finish up a house for the two sons on another piece of land, on which they paid a deposit, as mining operations would use up the land of Sampson Austin, which was willed to his sons.

The Corporation has also paid $100.00 per year for the last four years, it being paid up to August 15th, 1932.

I have a new application for this property, which I am holding until I hear from the Department, but these people do not propose to compensate the Austin brothers for the lose of their farm, which I would have to insist upon them doing.

Trusting to hear from the Department in this matter at an early date,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

P.S. The fi
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Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr Pfaff

For action re prospecting permit - Kitsuksis.

L

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F.18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

B.C.FMC.No. 56670D

Ottawa

Date Feb.24th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to John F.Davidson of the city of Vancouver in the province of British Columbia to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep No.6 (Lytton) Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

original sent Feb 24

Duncan Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F 18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

B.C. FMC No.56671D

Date Feb.24th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to Alvah B.Towns

of the city of Vancouver

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep No.6 (Lytton).

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

original rec'd Feb 24

Duncan Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18,165-52.

Ottawa, February 27, 1932.

Sir,-

I desire to acknowledge the receipt of your letter of the 17th instant, reporting in connection with certain leases of surface rights held by the United Development Corporation, and covering certain lands in the Nesikep Indian Reserve No. 6, of the Lytton Band.

Under date of the 16th instant, we wrote to the United Development Corporation, Limited, for some further information, and when this is received, you will be further advised.

Your obedient Servant,

A. F. MacKenzie,
Secretary.

ACCOUNTANTS
FEB 29 1932

A. Strang, Esq.,
Indian Agent,
Lytton, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE.

No. 53119 D

Not transferable.

This is to certify that A.S.F.Rankin of Vancouver, B. C. has paid me the sum of Three Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 11th day of November, 1931, until midnight on the thirty-first day of May, 1932.

Issued at Lillooet,
12/11/31

(Signed) R. W. Milton,
Signature of officer issuing same.

Certified a true copy of Free Miner's Certificate No.53119D.

M. E. Dennett
Clerk.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

10606-C-15/6

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Nov. 25, 1931.

Dear Sir:-

I herewith beg to enclose $5.00 from Mr.A.S.F.Rankin for a permit to prospect on Indian Reserve land, together with a certified copy of his free miner's certificate.

Trusting that this will be found in order,

what Reserve Please

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

New 18165-1

BANK RECEIPT No. .....

Amt. $5.00

Postal M.O.

Date ..... 19 .....

Entered Journal No. U Folio 303 [illegible]

✓ [illegible] 151

1 [illegible]

Dept. Receipt No. C 8 4 4 1 5

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-1

December 16th, 1931.

Sir,-

In reply to your letter of the 25th ultimo, No. 10606-C-15/6, reporting application of Mr. A. S. F. Rankin for permission to prospect on an unspecified Indian Reserve, kindly advise the Department definitely on what reserve Mr. Rankin proposes to prospect, so that the necessary permit may be issued.

Your obedient Servant,

T. R. L. MacInnes,
Acting Secretary.

A. Strang, Esq.,
Indian Agent,
Lytton,
B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-1

DEPARTMENT OF INDIAN AFFAIRS
CANADA

10768-C-15/6

18165-1

DEPT. OF INDIAN AFFAIRS
DEC 29 1931
RECORDED

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Dec. 23, 1931.

Sir:-

I beg to acknowledge receipt of your letter dated December 16th, in reference to mine reporting application of Mr. A. S. Rankin for permission to prospect on an unspecified Indian Reserve, asking for information as to the particular reserve he wishes to prospect.

In reply regret that I omitted this information, and beg to advise you that it Nesikep Indian Reserve Lytton No. 6 that he wishes to prospect, and trust that the necessary permit can now be issued.

Mr. Rankin brought up the question as to whether he would have to pay a further $5.00 fee if he wished to proppect on any other reserve after prospecting on Lytton No. 6, as he claimed it would be too much to expect anyone to pay $5.00 every time they prospected some of these small reserves along the Fraser River. There have been others who have asked the same question, and I will appreciate it if the Department will give me instructions in the matter.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F.18165-1

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

B.C. FMC.
No.53119D.

Date Jan.5th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to A.S.F.Rankin of the city of Vancouver in the province of British Columbia to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep Reserve No.6 (Lytton) Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

SUPERVISOR JAN 1932 Indian Timber Lands

Duncan Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-1

Ottawa. Jan.5th.1932.

Sir:-

In reply to your letter of the 23rd. ult.No.10768-C-15/6 advising that Mr.A.S.Rankin desires to prospect on the Nesikep Reserve No.6,I enclose herewith prospector's permit authorising him to do so.

You should also advise Mr.Rankin and other interested parties,that a prospector's permit only covers the reserve mentioned in such permit,and that if they desire to prospect on other reserves,they must make the usual application and pay the fee of $5.00 in each instance.

Your obedient servant,

T R L MacInnes

Actg. Secretary.
(T.R.L.MacInnes).

A.Strang Esq.
Indian Agent

Lytton. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

1954 Georgia St W
Vancouver.
5/Mar 32.

Indian Dept
Ottawa Ont.

DEPT. OF INDIAN AFFAIRS
MAR 11 1932
SECTION

Dear Sirs:

I would like to know if the Indian Reserve on the Fraser River above Lytton and south of Texas Creek west side of the Fraser can be staked if suitable arrangements are made with the Indian Agent at Lytton. The man who took it up died about a year ago so I would like to know if it is vacant now. I would want to take it up for placer work.

Yours sincerely
Alex Henderson

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

EXT.

Ottawa. March 15th.1932.

Sir:-

In reply to your letter of the 5th.inst. making inquiry as to staking out mining claims on an Indian Reserve near Lytton,you should address an inquiry to Mr.A.Strang,Indian Agent,Lytton,B.C. describing exactly the reserve you have in mind,and make formal application to him for a prospector's permit.

Your obedient servant,

Secretary.
(A.F.MacKenzie).

Mr.Alex Henderson
1954 Georgia St. W.
Vancouver. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, Feb. 23 1932

Mr. Callaghan

Please report on attached letter and return it to the office of the Deputy Superintendent General.

Do not file.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

HOUSE OF COMMONS
CANADA

THE SPEAKER

Ottawa, Ont.,
March 22nd, 1932.

Dr.Duncan C.Scott,
Deputy Superintendent General,
Department of Indian Affairs,
O t t a w a.

Dear Dr.Scott,-

Your File 18,165-52.

I have had a further enquiry from my correspondent at Vancouver asking as to if and when the Department proposes to cancel lease on land covered by leases Nos.354,355 and 356 forfeited in October last under the British Columbia Placer Mining Act.

The present holders of the property have a permit from the Indian Agent at Lytton to prospect for a term of one year. They do not feel justified in incurring the necessary expense for development until they have obtained a further lease from the Indian Department or have some guarantee that such a lease will be issued.

If anything can be done to expedite action on the part of the Department in this matter it will be appreciated. It seems to me the former lessees have no rights whatever to a continuation of their lease which now blocks mining development.

Yours sincerely,

George Black

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18,165-52.

Ottawa, April 5, 1932.

Dear Sir,-

I wish to acknowledge the receipt of your letter of the 22nd ultimo, addressed to Dr. Scott, who, as no doubt you are aware, terminated his services with the Department on the 1st instant.

In your letter you refer to Provincial Placer Mining Leases Nos. 354, 355 and 356, which were recently for cause, declared forfeited by the Mining Recorder of the Lillooet Mining Division. These leases supplemented a lease issued by this Department dated the 15th of August, 1928, to one, George S. Gamble, of the City of Vancouver, and by him subsequently transferred to the United Development Corporation, Limited, of the same City. The lease issued by this Department covered, as you will understand, surface rights only on three parcels of land on the Nesikep Indian Reserve No. 6 of the Lytton Band, in the district of Lillooet.

The action of the local Mining Recorder in cancelling the Provincial leases with respect to these lands complicates the situation very much in so far as this Department is concerned. His action in later disposing of the mining rights formerly covered by these leases to other parties without consulting this Department appears to have been unnecessarily hasty, creating, as it has, a condition of stalemate which can only be relieved by a local re-adjustment of the matter.

The lease originally issued by this Department to Mr. Gamble was for a period of ten years, conditional upon the payment of an annual rental of $100.00. This rental has been paid from year to year, and in so far as our records are concerned, will remain in good standing until the 15th of August this year, and could only be cancelled should the present assignee, the United Development Corporation, Limited, default in payment of rental.

A.S.W.

Hon. George Black, M.P.,
Speaker,
House of Commons; Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

I enclose for your information copy of a letter dated February 16th last, addressed to our local Agent, Mr. A. Strang, by Mr. D. J. Stewart, who, it would seem, represents the United Development Corporation, Limited. You will note from Mr. Stewart's letter that the present holding Company is prepared to make satisfactory development arrangements with the other parties presently interested, and I can only suggest that these parties be requested to get together for the purpose of endeavouring to arrange some adjustment on a mutually satisfactory basis. Having in mind the provisions of the Provincial Mining Regulations, you will understand that in so far as this Department is concerned, we are only interested in disposition of the surface rights, and it does not seem to me that, as the conditions of our lease formerly issued to Mr. Gamble have been fully met, we would be justified in taking any action to cancel. Possibly if this phase of the situation were clearly explained to your correspondent, the matter might be cleared up between the parties concerned.

Yours very truly,

A. S. Williams,
Acting Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(C O P Y)

Box 666, Vancouver, B.C.
March 30th, 1 9 3 2.

Mr. J. E. Ditchburn,
Indian Commissioner,
Victoria, B.C.

Dear Sir:

I, A.S.F. Rankin, Anthony Neis and John F. Davidson, got a permit from A. Strang of Lytton, to prospect and stake a placer claim each on Neiskep Indian Reserve No. 6. We did so and have our Provincial Government 20-year lease dated January 11th, 1932. A copy of each with map of ground and Miners' licenses given to Mr. Strang, Indian Agent, Lytton, and application made to him for cancellation of these three claims which have been held by other people, who let their Provincial Lease expire long before we staked them.

Also we acquired Alvah B. Town's staking of a new claim and gave Mr. Strang all papers in connection with his claim. What we want is cancellation of the old holding of other people, and twenty-year lease of the four claims in A.S.F. Rankin and Anthony Neis' names; we don't feel like spending time and money on this ground until we get a 20-year lease.

Mr. Strang writes me he cannot do anything until he hears from Indian Department at Ottawa. I

I saw your Mr. Ball here yesterday; he said to write you and that you could speed things up. Thanking you in advance if you can do so.

Yours very truly,

"A.S.F. Rankin"

Alcazar Hotel,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

R.

DEPT. OF INDIAN AFFAIRS
APR 5 1932

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
No. 151/7/24505.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666
VICTORIA, B.C., March 31, 1932.

Immediate

Sir:

I have the honor to transmit herewith copy of a letter dated March 30th, instant, received at this office from Mr. A.S.F. Rankin, of Vancouver, the contents of which will be self-explanatory. From this letter it appears that Indian Agent Strang of Lytton Agency may have been in communication with the Department on the matter. If such is the case, and the applicants have complied with all the requirements of the Department's regulations, I would ask that the matter may be brought to a conclusion as early as may be convenient.

I have today furnished Mr. Rankin with a copy of the Regulations--Form 260, in this connection, stating that if he and his partners have omitted any requirement under these regulations they should take the necessary action as indicated therein.

Your obedient servant,

W. E. Ditchburn,
Indian Commissioner for B.C.

P/AC
Encl.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52.

Ottawa, April 6th, 1932.

Dear Sir,-

I desire to acknowledge receipt of your letter of the 31st ultimo, your file No. 151/7/24505, together with copy of one received from Mr. A. S. F. Rankin, of Vancouver, both referring to the question of certain placer mining claims on the Nesikep Indian Reserve No. 6 in the Lillooet Agency.

For your information I enclose copy of a letter which was yesterday sent to Honourable Mr. Black, Speaker of the House of Commons, who, it appears, is interested in the matter to some extent, on behalf of the parties to whom Mr. Rankin refers. The existing situation is clearly explained in the letter to Honourable Mr. Black and you will understand the position of the Department and the necessity of certain parties locally interested to get together for the purpose of arranging some satisfactory adjustment.

Yours very truly,

A. S. Williams

Enclosure.

W. E. Ditchburn, Esq.,
Indian Commissioner,
Victoria,
British Columbia.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Wilcockwell

18165-52

HOUSE OF COMMONS
CANADA
THE SPEAKER

DEPT. OF INDIAN AFFAIRS
APR 9 1932
RECORDS

Ottawa, Ont.,
April 8th,1932.

A.S.Williams, Esq.,
Acting Deputy Superintendent General,
Department of Indian Affairs,
O t t a w a.

Dear Sir,-

Your File 18-165-52.

It seems to me that perhaps you have not quite complete information as to this matter. The Provincial Placer Mining Leases Nos.354,355 and 356 did not supplement the lease of the surface rights granted by the Department of Indian Affairs on the 15th of August, 1928. The position was just the reverse. The lease of the surface rights supplemented the mining leases. The Government of British Columbia, and in fact all Governments, issue leases of mining rights for the purpose of inducing the development of mining resources and presupposing that development will take place, the terms of the lease requiring the performance each year of a stated amount of mining development and providing that if that development is not done, the leases are cancelled. This gets rid of the drones and gives others who are willing to take a chance, an opportunity of acquiring the property for development. Where the locations are on Indian Reserves the Department of Indian Affairs supplements the mining leases with leases of surface rights.

In order to make precious metals within Indian Reserves more accessible for mining purposes, Section 50 of the Indian Act was amended by Parliament in 1919. A copy of the amendment is printed in the regulations for the disposal of minerals on Indian Reserves as issued by your department as form No.260 and the regulations made by order-in-council pursuant to said amendment of the Act make it clear that leases of surface rights for mining purposes are only issued to persons who have authority under the Provincial laws enabling them to enter, locate, prospect and mine gold and silver on lands other than Indian Reserves and who desire to enter and prospect for gold and silver on an Indian Reserve.

My information is that in this case the late George F.Gamble of Vancouver and his assignee, United Development Corporation Ltd., having obtained Provincial Placer Mining Leases Nos.354,355 and 356, subsequently obtained from the Department of Indian Affairs a lease of the surface rights but did not proceed to develop the property, and the Pro-

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

vincial mining leases were consequently cancelled, not with unnecessary haste as you suggest, but in the ordinary course of business, such cancellations taking place continually in connection with mining leases in British Columbia. The former lessees might more property be called "United Holding Corporation" rather than "United Development Corporation". My information is that there has been practically no development and that when the present lessees of the mining rights from the Provincial Government approached the former lessees with a view to making terms for the development or operation of the mining prospect, the lessees' demands were entirely exorbitant and impossible of acceptance.

If the lease from the Department of Indian Affairs is due to expire on the 15th of August of this year it should without any question be terminated then if it cannot be cancelled forthwith, which latter would be the proper course. The present lessees having had the lease for ten years and having done nothing, or nothing worth while in the way of development, the Department should not be a party to their policy of playing "dog in the manger" nor should the Department in any way assist in forcing the lessees of the mining rights to accede to the demands of the present lessees of the surface rights.

I know the lessees of the Placer Mining Rights to be active bona fide miners prepared to proceed to develop the property the moment the present impediment is out of the way.

Yours very truly,

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPT. OF INDIAN AFFAIRS
APR 18 1932
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
No. 151/7/24648
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666

VICTORIA, B.C., April 13, 1932.

Sir:

I have the honor to acknowledge receipt of your letter No.18165-52, dated April 6th, instant, with inclosure, relating to the inquiry of Mr. A.S.F. Rankin in regard to the status of surface rights leases connected with the Nesikep Indian Reserve No.6 of Lytton Agency, mentioned by you inadvertently as the "Lillooet Agency."

In reply thereto I beg to say I have today advised Mr. Rankin in accordance with the information which you have kindly given me. Your letter to Mr.Black, M.P., makes the situation quite clear and it appears the only possible and reasonable solution of the difficulty is for the parties to fuse their respective interests in some mutually satisfactory local adjustments.

Your obedient servant,

C. C. Perry
for W. E. Ditchburn,
Indian Commissioner for B.C.

P/AC

A. S. Williams, Esq.,
Acting Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18,165-52.

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, April 20, 1932.

Memo.

Mr. Williams,-

At some convenient time I should like you to read the further letter hereunder, from Hon. Mr. Speaker Black, with reference to the lease of certain mining rights on the Nesikep Indian Reserve No. 6, of the Lytton Agency. I am not prepared to concede that Hon. Mr. Black is correct in stating that our leases are merely complementary or supplementary to the Provincial leases. I am disposed to consider the matter in the reverse order. In any case, I do not think that we would be justified in cancelling these leases until the period for which they were issued lapses, which will be in August next. When that time comes, we could refuse either extension or renewal, and thereby enable the parties in whom the Speaker is interested to take advantage of the situation. I should like to have your advice in the matter.

Director.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1954 Georgia St W. 18165-52

Vancouver B.C.

14/April 1932.

A. F. MacKenzie Esq

Ottawa Ont.

DEPT. OF INDIAN AFFAIRS
APR 20 1932

Dear Sir

I have sent in an application for a prospectors permit to the Indian Agent at Lytton B.C. He says that Mr Gamble still holds a Dominion Dept. of Indian Affairs lease on it. but no work has been done for years & Mr Gamble is deceased. I would be glad to know how long a lease holds good. I would say no work has been done at all on the ground by anyone. Trusting to hear from you by return

I am.

Yours sincerely

Alex Henderson

No 18165-52.

Mar 15. 1932.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

11640-C-15/6

Lytton, B. C.,

April 20,1932.

Sir:-

I herewith beg to enclose cheque amounting to $5.25 from A. G. Henderson, for permission to prospect of Nesikep Indian Reserve Lytton No. 6.

I was also enclosing a copy of his Free Miner's Certificate, but although I have written him three times cannot get no reply, so will send it to you when it arrives.

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-52

BANK RECEIPT No. 1401

Amt. $5.15 chg

Date MAR 2 1932 19

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. 21 Folio 51 Jn

Lankfords 73

Acct 151

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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CANADA

F.18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. NO.63122D

Date May 12th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to A.G.Henderson

of the city of Vancouver

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep No.6

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

Original sent Chief Agt. May 12th

A. S. Williams

Actg Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr Caldwell

Kindly send me a copy of the lease in question.

A.S.W.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

£££

FREE MINER'S CERTIFICATE.

No. 63122 D

NOT TRANSFERABLE.

THIS IS TO CERTIFY that A. G. Henderson of Vancouver, B. C., has paid me the sum of Fifty Cents.....and is entitled to all the rights and privileges of a Free Miner, from midnight on the X 28th, day of April, 1932, until midnight on the thirty-first day of May, 1932.

Issued at VANCOUVER.

April 29, 1932.

R. N. Burgoyne,
Signature of Officer issuing same.

.....Mining Recorder.....

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 63122 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAY 7 1932
RECORDS

11738-C-15/6

Lytton, B. C.,
May 2nd, 1932.

Sir:-

I herewith beg to enclose copy of A. G. Henderson's Free Miner's Certificate No. 63122 D, which was not sent to Ottawa when his cheque for $5.25 was forwarded, as it had not arrived.

I forwarded this cheque for $5.25 to the Department April 20th, my letter No. 11640-C-15/6.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

HOUSE OF COMMONS
CANADA

THE SPEAKER

Ottawa, Ont.,
May 11th,1932.

A.S.Williams, Esq.,
Acting Deputy Superintendent General,
Department of Indian Affairs,
O t t a w a.

Dear Sir,-

Your File 18-165-52.

As yet I have had no reply to my letter to you of April 8th asking as to what course the Department proposes to pursue concerning the cancellation of the lease of the surface rights issued by the Department of Indian Affairs on the 15th of August,1928, to supplement provincial mining leases 354, 355 and 356.

The lessees from the Department of Indian Affairs having failed to develop their placer mining leases, the same were cancelled and the said lease of the surface rights is now impeding and blocking the development of the placer mining rights which have passed to other hands. This lease of surface rights should be cancelled forthwith and if my former letter were not sufficiently explicit, I now apply for such cancellation and would like to be advised with as little delay as possible what the Department proposes to do.

Yours very truly,

Georges Black

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Immediate

Ottawa May 12 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 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1954 Georgia St W.
Vancouver BC
May 32.

DEPTY OF INDIAN AFFAIRS
MAY 16 1932
RECORDS

Indian Department
Ottawa. Ont.

Dear Sirs.

I understand there is an application in for four leases on the Nesikep Indian Reserve on the Fraser River above Lytton B.C. in the name of A Rankin, as I applied for the rights to investigate the said reserve. I wish to enter a protest. When I get all the available data I will have it forwarded to you. If you look up your files you will see I was in communication with the department in the beginning of March.

Yours respectfully
A Henderson

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

File No. 18165-52

Department of Indian Affairs

Canada

Lands and Timber Branch

Memo: Mr.MacKenzie:

Ottawa, May 25th.1932. 193

Re certain mining leases on Nesikep Reserve.

On August 15th.1928 the Department granted a lease of the surface rights covering placer leases Nos.354.355.&356 or bench claims issued by the district Gold Commissioner,such lease having been granted in the name of Geo.S.Gamble and comprising part of the Nesikep Indian Reserve.

The annual rental was $100 and on Nov.17th.1928 the Department approved of transfer of this lease to the United Development Corporation.

Apparently this company got into arrears of rental and on Sept.20th.1930 the local agent was advised that the company owed two years rental,amounting to $200,but on April 28th.1931 the sum of $100 was received and later the full amount of rental was paid up to Aug.15th.1932.

In the meantime however the provincial Govt. (B.C.) had forfeited the bench claims Nos.354.355.356,presumably for non compliance with regulations,and had granted new placer leases covering the same area to other persons.

The situation therefore is that the United Dev.Corp. hold a lease of the surface rights of a certain portion of the Nesikep Indian Reserve up till Aug.15th.1932,but they do not any longer possess a lease of the mining rights of this area.The new mining lessees naturally want to lease the surface rights,but must either deal with the United Dev.Corp. by way of transfer or else wait until the surface rights lease of the U.D.Corp.is relinquished or cancelled.

It appears that nothing can be done in the matter until Aug.15th.1932 when the present lease comes up for renewal. The Department might then take the stand that as the lessee

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

no longer holds the mining rights under the lands in question, they are not qualified to apply for renewal of the surface rights, and re-issue of the lease of such could be with-held.

Supervisor Indian Timber Lands.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-52

EXD.

Ottawa. May 25th.1932.

Dear Mr.Fraser:-

With reference to the application of Mr.Alex Henderson to prospect for precious metals on the Nesikep Indian Reserve No.6,it appears that up till the end of last year owing to complications connected with the forfeiture of bench claims on this reserve,(as explained in attached memorandum),the Department was not disposed to authorise the issue of further prospector's permits until the mining lease and surface rights question had been adjusted.

However at the commencement of the year this restriction was removed and on Jan.5th.last a permit was issued to A.S.F.Rankin of Vancouver who filed his copy of Miner's certificate and paid his fee of $5 in the usual way.

On March 5th.last Mr.Alex Henderson wrote the Department and asked if the Indian Reserve on the Fraser river above Lytton could be staked,and as there are several reserves which might answer this description,he was directed to apply to the local Indian agent and describe the reserve more exactly.

Apparently on April 16th.he applied to the agent for a permit and paid his fee,although such fee has not yet been reported here,and the agent on May 2nd.appears to have given Mr.Henderson an interim prospector's permit.

As a fire occurred at Agent Strang's office some time ago,a great deal of his correspondence was destroyed and possibly this,together with Mr.Henderson's omission to properly describe the reserve in the first place has caused delay in issue of permit.

I am returning herewith,the correspondence you left with the Department.

Yours very truly,
R.J.Gibson Hodge
Secretary.
A.F.MacKenzie.

J.A.Fraser Esq. M.P.
Quesnel. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

British Columbia.

Free Miners Certificate.

No.56787-D

This is to certify that G.Fred Baird Vancouver B. C. has paid me the sum of XXXX $1.25. and is entitled to all the rights and privileges of a Free Miner from Midnight on the 6th, of March 1932 until midnight on the 31st, day of May 1932.

Issued at Vancouver? B. C.

A.O.Grant,
Mining Recorder
Vancouver B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

18165-52

BANK RECEIPT No.

Amt. $5.15 chg

DEPT. OF INDIAN AFFAIRS
JUN 4 1958
BROOKE

Date 19

R.

Entered Journal No. 27 Folio 65 pm

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

11847-C-15/6A

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

May 30th, 1932.

Sir:-

I herewith beg to enclose Free Miner's Certificate (copy) together with cheque for $5.15 from G. Fred. Baird, for a prospector's permit to prospect on Nesikep Indian Reserve, Lytton No. 6A.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

Certified Copy of Free Miners Certificate

Free Miners Certificate

No. 63247-D.

This is to certify that J.R.G. McNair of Vancouver has paid me the sum of Twenty five Cents and is entitled to all the rights and privilegesof a free miner from Midnight on the 13th, day of May until the midnight on the 31st, day of May.

issued at Vancouver

R.A.Burgoyne
Mining Recorder.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

Certified Copy of Free Miners Certificate

British Columbia

Free Miners Certificate

#59445/D.

This is to certify that A.C. Mattie of San Francisco U.S.A. has paid me the sum of 50¢ and is entitled to all the privileges and rights of a Free Miner from midnight on the 8th, day of May until Midnight on the 31st, day of May 1932.

issued at Hope B.C.

C.A.W.Lethbridge.
Issuing Officer

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Certified Copy of Free Miners Certificate

Free Miners Certificate

No, 630D1-D Not Transferable.

This is to certify thta J.A. MacKenzie of Vancouver , B. C. Has paid me the Sum of Seventy five Cents and is entitled to all rights and privileges of a free miner, from midnight on the 17th day of April 1932, until Midnight on the 31st, day of May 1932,

Issued at Vancouver,

Signed J.H. Mahony

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

Certified Copy of Free Miners Certificate

Free Miners Certificate

No.300040-D

Not Transferable

This is to certify that E. Hilton of Lytton B.C. Has paid the sum of $2.75. and is entiteled to all rights and priviliges of a Free Miner, from the Mid--night on the 26th, day of November 1931. until Mid--night on the 31st, day of May 1932.

Issued at Lytton, B. C.

Signed A. Dryden,
Deputy Mining Recorder

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-52

BANK RECEIPT No. 4018

Amt. $20.00 p.m.

DEPT. OF INDIAN AFFAIRS
JUN 4 1932
RECORDS

Date _____ 19 _____

Entered Journal No. 27 Folio 65 pg

Catholic mission appr

151

Dept. Receipt No. _____

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

R.

11848-C-15A

Lytton, B. C.,

May 30th, 1932.

Sir:-

I herewith beg to enclose $20.00 for prospectors' permits for the following:

F.M.C.300040-D - E.Hilton on Nesikep I.R.Lytton No.6, east bank Fraser River ------ $5.00, 151

F.M.C.63011-D -- J.A.MacKenzie on Whyeek Indian Reserve, Kanaka Bar No. 4, -------- $5.00, 149

F.M.C.59445-D -- A.C.Mattie on Aywawwis I.R.Yale-Union Bar No.15, $5.00 150

F.M.C.63247-D -- J.R.G.McNair On Kuthlath I.R.Yale No. 2, $5.00 125

Total----$20.00

I am also enclosing copies of Free Miner's Certificates for these as well.

Trusting that the Department will issue permits for these men at an early date,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS¼MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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CANADA

F. 18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.N.C. No.56787 -D

Date June 6th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to G.Fred Baird

of the Vancouver B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep No.6A

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

C. S. Williams
Act *Deputy Superintendent General.*

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

F. 18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No. 63247-D *Date* June 6th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to J.R.G.McNair

of the Vancouver B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Kuthlath No.2

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

A. S. Williams

Actg *Deputy Superintendent General.*

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No. 59445-D Date June 6th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to A.C.Mattie of the San Francisco U.S.A. in the to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Ayuawis No.15 Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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CANADA

F. 18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No.63011-D Date June 6th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to J.A.MacKenzie

of the Vancouver B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Whyeek No.4

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

A.S. Williams

Actg Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-52

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C.No.300040-D

Date June 6th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to E.Hilton

of the Lytton B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep No.6

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

ACCOUNTANTS

Originals to I.A. June 6th.

A. S. Williams

Actg *Deputy Superintendent General.*

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

L E A S E

THE SUPERINTENDENT GENERAL
OF INDIAN AFFAIRS

-to-

GEORGE S. GAMBLE

-of-

The surface rights on
three parcels of land in the
Nesikep Indian Reserve No. 6
of the Lytton Band, in the
District of Lillooet, B. C.

for 10 years
from 15th August, 1928.

Dated 15th August, 1928.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

File No. 18,165-52.

Transferred to United Development Corporation, Limited.

Ottawa, 14th Jan.1929. J. D. McLean Assistant Deputy and Secretary.

THIS INDENTURE, made in triplicate this Fifteenth day of August in the year of our Lord One thousand nine hundred and twenty-eight,

BETWEEN HIS MAJESTY KING GEORGE THE FIFTH, as represented by the Superintendent General of Indian Affairs,

of the First Part;

AND GEORGE S. GAMBLE, of the City of Vancouver, in the Province of British Columbia, Manager, Prudential Trust Company, Limited,

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 heirs, executors, administrators and assigns, to be paid, done and performed, doth demise and lease unto the party of the second part, his heirs, executors, administrators and assigns, the surface rights on those three parcels of land situate in the Nesikep Indian Reserve number Six of the Lytton Band, in the district of Lillooet and province of British Columbia, containing together by admeasurement one hundred and ninety-four acres, more or less, comprising and being composed of,

Firstly, that parcel of land known as Bluejay Placer Lease No. 354, containing forty-three acres, more or less;

Secondly, that parcel of land known as Goldenglow Placer Lease No. 355, containing seventy-eight acres, more or less;

Thirdly, that parcel of land known as Gordon Placer Lease No. 356, containing seventy-three acres, more or less, as these three parcels of land are designated

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

and set forth on a plan showing location of Placer Leases No. 354, 355 and 356 on Nesikep Indian Reserve No. 6, as surveyed by H. Nevile Smith, B.C.L.S., dated at Vancouver, February 17th 1928, of record in the Surveys Branch of the Department of Indian Affairs under number M 2254, a copy of which plan is attached hereto.

TO HAVE AND TO HOLD the said premises unto the party of the second part, his heirs, 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 August, One thousand nine hundred and twenty-eight, renewable upon such terms 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 during the said term, unto the party of the first part an annual rental of One hundred dollars, payable in advance on the Fifteenth day of August in each and every year of the said term and also a royalty of five per cent of the gross value of all ore mined or raised from the land covered by this lease, such payments to be based on sworn returns which shall be furnished quarterly on the First day of January, April, July and October in each year of the term.

It is hereby further understood and agreed that any Inspector or other person duly authorized by the Superintendent General, with all proper or necessary assistants, at all reasonable times during the term of lease, may quietly enter into and upon the said lands, mines and premises, and into all buildings erected

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

thereon, and into any part thereof, and to survey and examine the state and condition thereof; also shall have free access to the books of the lessee.

The said party of the second part, his heirs, executors, administrators and assigns, shall have the right to use the land hereby leased for all and any purposes necessary in carrying on mining operations; and doth covenant with the said party of the first part that he will well and truly pay the said annual rent and royalty on the days and times the same shall respectively become due aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are or hereafter shall be payable in respect of the said premises;

And also that the said party of the second part shall not nor will during the said term, grant, assign or set over the said lands hereby demised or any part thereof or any estate or interest therein to any person or persons whomsoever without the consent in writing of the said party of the first part first had and obtained;

And also that the said party of the second part 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 in connection with the use of the surface rights hereby granted, and shall not nor will sell or permit or suffer to be sold or used on the said premises any spirituous liquors, ale, beer or any intoxicating beverage whatever.

Provided that if the rent or royalty hereby reserved, or any part thereof, shall be unpaid for thirty days after becoming payable, whether formally

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

demanded or not, or if any covenant or condition herein contained shall not be performed or observed, it shall be lawful for the Superintendent General by notice in writing to cancel these presents and terminate the estate or term hereby demised, and thereupon these presents and everything therein contained shall from the time of giving such notice, absolutely cease and be null and void; provided further, that HIS MAJESTY shall, nevertheless, be entitled to recover from the lessee the rent or royalty 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, provisoes, stipulations or conditions shall not be thereby prejudiced.

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 Superintendent General of Indian Affairs.	Duncan C. Scott Deputy of the Superintendent General of Indian Affairs.
As to the signature of George S. Gamble D. J. Stewart.	Geo. S. Gamble

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

18165-52

H. A. Mackie, K.C.
10[illegible] COMMERCIAL BLDG.
10120 JASPER AVENUE WEST
Edm[illegible] - Alberta

PHONE 25376
P.O. Box 516

Re

June 7, 1932.

DEPT. OF INDIAN AFFAIRS
JUN 11 1932
RECORDS

Commissioner of Indian Affairs,
OTTAWA, Canada.

Dear Sir:

A lease of the surface rights covering a portion of Indian Reserve, Nesikep Indian Reserve No. 6, Fraser River, sixteen miles down from the town of Lilloet, B.C., was issued by your department in 1928 and covered Provincial Placer Mining Leases Nos. 254-255-256 and replacement by Nos. 354-355-356, issued in the name of John F. Davidson, A.S. Frankin, A. Neis and A. Towns.

This lease was owned by the United Developement Corporation Limited. The terms of the lease were not complied with and the Provincial claims were cancelled. The Provincial Government issued mineral claims over the same ground to other parties, Frankin and Neis, but all rights, the surface rights, held under the lease issued by the Dominion Government should have lapsed but this company went to the Indian agent last year and paid one hundred dollars and it is now held that the lease of the surface rights is in good standing.

This corporation, in order to have free and untrammelled control of the land on which the mineral claims were to be developed, removed certain Indians to another plot of land which they were going to buy for the Indians but in point of fact, which they never did buy, and the Indians are in a position of re-entering on the reserve and would have to be removed in order to permit the operation of these claims. I would ask you to be good enough to look up this lease of surface rights and advise as to whether or not it is in good standing, and if you should so hold, it is our intention to lay before you, under affidavit, a certain number of facts which may lead you to the cancellation of said lease.

The present lessees are holding up the owners of the mineral rights by refusing to allow the mineral rights' owners to enter upon the ground unless they bought their lease or that of the surface rights at a figure which is prohibitive and in any event the lease of the surface rights is now being held for no other purpose than a hold up game.

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The owners of the mineral rights want to proceed at once to active developement, such as drilling and improving the property in order to be able to transport upon it the necessary machinery for operation. This cannot be done with the lessees holding a sledge hammer over the heads of the owners of mineral rights.

Please let me hear from you without delay and oblige.

Yours truly,

H. A. MACKIE

Per: LP.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18,165-52.

EXP.

Ottawa, June 21, 1932.

Sir,-

I desire to acknowledge the receipt of your letter of the 7th instant, with reference to the lease for mining purposes of surface rights covering a portion of the Nesikep Indian Reserve No. 6, in the Province of British Columbia.

This matter has been receiving our attention for some little time, and it is hoped that a satisfactory adjustment may be made shortly. For your information, however, I may say that the fact that the Provincial authorities, for alleged cause, cancelled the leases issued covering the Provincial rights, would not justify this Department in cancelling the lease of the surface rights until the termination of the first year period for which payment in full had been made. This period will expire in about a month, following which I am convinced the situation will be straightened out.

Your obedient Servant,

A. F. MacKenzie.
Secretary.

H. A. Mackie, Esq., K.C.,
Barrister, etc.,
Edmonton,
Alberta.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

18165-52

BANK RECEIPT No.

Amt. $100.00 chq

DEPT. OF INDIAN AFFAIRS
AUG 9 1932
RECORDS

Date 19

Entered Journal No. 27 Folio 27

Land Sales

151

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12275-0-15/6

18,165-52.

Lytton, B. C.,
August 5,1932.

Sir:-

I herewith beg to enclose cheque No. 880462 amounting to $100.00 being rental on Nesikep Indian Reserve Lytton No. 6 from the United Development Corporation Limited, for one year ending August 15,1933 on Leases Nos. 354, 355, and 356, to be credited to the account of Johnny Antoine, William Austin and Joseph Austin, which I trust will be found in order.

In regard to this matter I would like to know what information the Department received from the United Development Corporation, Limited, which was referred to in letter dated February 27, 1932, as I have been waiting to hear, what the outcome of the Department's letter dated February 16th, to this Corporation was.

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Asst. 7.

for cheque $100 to be returned

AUG 12 1932

a/c 1 S-1 United Development Corporation, $100 refund rental paid

10451

Ottawa. August 11th.1932.

Sir:-

In reply to your letter of the 5th.inst. enclosing cheque for the sum of $100 purporting to cover rental of certain surface rights on the Nesikep Reserve held by the United Development Corporation, I may state that as this company no longer have the placer mining rights from the provincial government covering the land in question, the Department is not in a position to authorise renewal of the surface rights.

The amount paid to cover the rental for the ensuing year, is therefore herewith returned, and you should advise the corporation that the lease of the surface rights has been cancelled.

Yours very truly,

A. F. MacKenzie

Secretary.
A.F.MacKenzie.

A.Strang
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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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 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.

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HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

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FORM 6

18165-52

STANDARD TIME

RM 365 61 NL

VICTORIA BC 12

1932 AUG 12 PM 3

THE SECRETARY DEPARTMENT OF INDIAN AFFAIRS

OTTAWA ONT

DEPT. OF INDIAN A
AUG 13 1932
RECORDS

REFER FILE ONE EIGHT ONE SIX FIVE DASH FIFTY TWO RE MINING CLAIMS NESIKEP NUMBER SIX RESERVE LYTTON AGENCY AND RENTALS DUE THEREUNDER AUGUST FIFTEENTH STOP RECOMMEND DEPARTMENT WITHHOLD FORMAL ACCEPTANCE AND RECEIPT FOR RENTAL IF SUBMITTED PENDING MY SPECIAL REPORT FOLLOWING HAVE ADVISED AGENT ACCORDINGLY STOP PLEASE SEND ME COPY OF LEASE FOR EXAMINATION AS DUPLICATE DESTROYED IN LYTTON FIRE

C C PERRY.

FORM 6126

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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NIGHT LETTER

F. 18,165-52.

Form 6107, replacing Form N.L. 2-T.W.

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RECEIVER'S NO.	TIME FILED	CHECK

Send the following Night Letter subject to the terms on back hereof, which are hereby agreed to

Ottawa, August 13, 1932.

C. C. Perry,
Assistant Indian Commissioner,
Victoria, B. C.

Before receiving your telegram twelfth instant, reference mining claims Nesikep Reserve, Department returned rental payment to Agent Strang and refused continue lease to United Development Corporation, Limited Stop Will await your report before taking further action Stop Understand another application pending but not yet received Stop Mailing copy original lease.

A. S. Williams.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
AUG 18 1932
RECORDS

IN YOUR REPLY REFER TO
NO. 151/7/25993.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P.O. BOX 666
VICTORIA, B.C., August 12, 1932.

Sir:-

I have the honor to refer to your letter No. 18165-52, dated April 6th, last, in regard to complications which have arisen in connection with placer mining claims Nos. 354, 355 and 356, in the Nesikep Indian Reserve No. 6, in which the surface right lease of this Department is held by the United Development Corporation Ltd., while the Provincial mining leases are held by A.S.F. Rankin and A. Neis, of Vancouver. The numbers of the leases have, I am informed by Mr. Rankin, been changed by the Provincial Authorities to numbers 416, 417 and 418. An additional claim No. 419, as well as the other three, is understood to have been applied for to the Indian Agent at Lytton by Messrs. Rankin and Neis, a yearly rental of $100.00 was offered for the four claims and in addition to rental payments the applicants offered to pay 2½% "royalty" on the gold taken out, 25 cents per cord stumpage for wood or light timber material useable for tunneling and $1.00 per thousand stumpage on any other timber used.

The three Provincial mining leases, Nos. 354, 355 and 356, were forfeited on October 17th, 1931, to the Provincial Government on default of payment of dues thereon by the United Development Corporation Ltd., which now holds the surface rights of the claims in the reserve.

It is deemed of importance that I should now report that during a visit to Vancouver a couple of days ago, I was called upon by Mr. Rankin and Mr. Neis to discuss the matter with them. I did so and elicited from a diary in Mr. Neis' possession the following particulars:-

> Information received from W. Dickie, of Lillooet, B. C., December 8th, 1931. Mr. Stewart (representing the applicants for Indian Reserve surface rights) was to pay Dickie $1000.00 and back taxes on a piece of land for (Indians) Joe and Wm. Austin, to replace the land which they were to abandon on the river flat where the placer ground located in the reserve. Stewart paid Dickie $20.00, also an accumulation of taxes - $100.00. Mrs. Foster (Dickie's sister of Lillooet, B. C.) later bought in the property for taxes and Stewart therefore failed in his agreement to pay for the land for the Indians who had been induced to vacate their holdings in the reserve. The Lot number of the Dickie land is D.L. 29.
>
> Mrs. Foster will carry out the original agreement with Stewart in regard to the land now occupied

by.....

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

by the two Indians. This information given by Mrs. Foster on December 8th, 1931.

Mr. Rankin informed me that Mr. Stewart had approached him in June, 1932, with a view to making an agreement with him to finance the working of the reserve leases on a royalty basis, but as Mr. Stewart's proposal to him was a promotion scheme instead of a practical mining undertaking he (Mr. Rankin) was not interested; and as the latter and his partner had possession of the mining rights of the Province, he refused to do business with Mr. Stewart and states that he will not do business with him in any circumstances. Hence there is a complete deadlock. Mr. Rankin states he is a practical mining man as also is his partner, Mr. Neis, and that he is well known to Mr. Black, M.P., for the Yukon, where Mr. Rankin formerly engaged in mining activities.

I have no reason to doubt the truth of the representations of Messrs. Rankin and Neis. If, as stated, Mr. Stewart has broken faith with the Indians Joe and W. Austin who vacated their locations on the placer ground in order to facilitate the securing of surface rights; and if such an arrangement is not covered by a written agreement duly approved by the Department as to the conditions on which surface rights were to be obtained, there appears nothing to prevent the Indians (Austins) from returning to their locations on the placer flats. If they do so, Messrs. Rankin and Neis would have to negotiate with them for the possession of their holdings before it would be possible for them to move freely in their mining under the Provincial leases.

Messrs. Rankin and Neis consider that in view of the breach of agreement between Mr. Stewart and the Indians in that the former allowed the lands of Mr. Dickie to lapse for taxes, the surface right lease of the United Development Corporation (represented by Mr. Stewart) should be cancelled by this Department, unless it can be shown that that part of the bargain to obtain surface rights is incorporated in the lease of the Department.

Following the representations made to me by Messrs. Rankin and Neis, I asked them if,(provided the Department should be inclined to consider the cancellation of the surface rights lease as a result of any further investigation the Department may desire to make),they would be willing to pay the Department rentals equal to those already paid by the United Development Corporation thereby placing the Department in a position to make refund to that Corporation in the event of such cancellation. They replied,hesitatingly, in the affirmative and added that they may also have to meet the cost of placing the Indians Austin on another location or arrange with Mrs. Foster for their continued occupancy of the former Dickie property where they now reside.

Subsequently, on my return to Victoria I sent the following wire to Agent Strang:-

"August 11th, 1932.

"Accept rental placer leases Nesikep Indian
"Reserve No. 6 subject only to Departmental
"approval."

I also telegraphed the Department as follows:-

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"Victoria, B.C., August 12, 1932.

"The Secretary,
"Department of Indian Affairs,
"Ottawa.

"Refer file one eight one six five dash fifty two re
"Mining Claims Nesikep Number six Reserve Lytton
"Agency and rentals due thereunder August fifteenth.
"Recommend Department withhold formal acceptance and
"receipt for rental if submitted pending my special
"report following. Have advised Agent accordingly.
"Please send me copy of lease for examination as
"duplicate destroyed in Lytton fire."

Agent Strang replied today:-

"Who is paying rental on Nesikep? This was paid by
"Stewart August first."

Last evening I interviewed Agent Graham, formerly Agent at Lytton and now at Cowichan Agency, in regard to the arrangements made by Mr. Stewart with the Indians to obtain the lease of surface rights. Mr. Graham seemed not to remember and suggested that I should secure copy of the lease from the Department as his duplicate was destroyed when the Indian Office was burnt up recently at Lytton. Hence, in my wire, I asked for such copy for examination.

If the lease conditions are such that the arrangements with Dickie are not made secure, there is danger of complications arising owing to the lapsing of the Dickie property and its subsequent acquirement by Mrs. Foster, for the Austin Indians are at present only tenants and any promise made by Mr. Stewart to them does not appear to stand on a sufficiently firm foundation. The examination of the lease should help to clear this matter up. If these Indians were verbally induced to vacate their reserve locations with a promise that they would have security of other lands, such agreement, it is thought, should have been committed to paper and properly executed. If this was not done, I think the Department would be well advised to withhold acceptance of further rentals from the United Development Corporation Ltd. until it can be ascertained whether or not the surface right lease was obtained in a proper manner. It is unfortunate that Agent Graham cannot throw any better light on the matter; also that the Agency file on the subject at Lytton was destroyed by fire.

It seems clear, however, that the United Development Corporation Ltd. allowed their Provincial leases to lapse; even though they did make payment to this Department on the surface right lease. This, however, appears not to be sufficient reason to the Department to justify the cancellation of their surface right lease.

While I am inclined to recommend that the surface rights lease be cancelled in favor of Messrs. Rankin and Neis, I feel that we should make quite sure that Mr. Stewart has actually broken faith with the Indians as claimed by Messrs.

Rankin.....

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Rankin and Neis before final consideration is given to such cancellation. This can best be ascertained by search of Title and further investigation of agreements, either written or verbal, connected with the application of the United Development Corporation Ltd. for reserve surface rights. If the representations of Messrs. Rankin and Neis can be substantiated by facts then there would appear to be reasonable grounds for the cancellation of the surface rights lease by this Department.

Should this be done and Messrs. Rankin and Neis be required to make payments to the Department wherewith to reimburse the Corporation what rentals they have paid on their surface rights leases, I think such money should be held as security for the re-establishment of the Indians Austin who are understood to have abandoned a house when they left the reserve for the Dickie location. I do not know if the house was pulled down. In any event, if the leases are to be worked, the Indians will have to remove from the placer ground and locate elsewhere. Just what should be the United Development Corporation Ltd.'s share in such relocation, will have to be determined after the conditions under which they obtained their surface right leases are fully investigated.

I shall await a copy of the lease before making further comment or recommendation in the matter.

In regard to the suggestion of Mr. Rankin that 2½% royalty become part of his offer to lease the surface rights for four claims, it is understood that as the precious metals in reserves in British Columbia are owned by the Crown in right of the Province and do not belong to the Indians, such portion of royalty as such could not be accepted as payment to Indians. But if the applicants wished to offer 2½% of their net proceeds from precious metals removed from their claims, after the royalty had been deducted and paid by them to the Province under their leases, this would appear to be in order as a condition in meeting the terms of the Indians.

Your obedient servant,

P/KD.

Chas. C. Perry.

Chas. C. Perry,
Asst. Indian Commissioner for B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

Minister's Office

MEMORANDUM

C.

August 24th, 1952.

Mr. Williams.

The Honourable George Black, Speaker of the House of Commons, has addressed the enclosed file of correspondence to the Minister, with respect to some placer mining claims on the Nesikep Indian Reserve in British Columbia.

Will you be good enough to return this file to me, and let me have a memorandum informing the Minister if the Department has taken any action in the matter, and if there is any clause in the lease providing for cancellation.

Enc.

Private Secretary.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-52

Mr.Williams.

August 24th.1932.

Nesikep Reserve. Surface Rights

On August 15th.1928 the Department granted a lease of the surface rights covering bench leases Nos.354,355 and 356 issued by the B.C.Provincial Government covering the mining rights,to Geo.S.Gamble,who later(Nov.17th.1928) assigned his lease to the United Development Corporation,with the approval of the Department.

The main conditions of our lease of the surface rights were that an annual rental of $100 should be paid,that the term of the lease should be 10 years,and that a royalty of five per cent of the gross value of all ore mined should be paid.

The sum of $500 was further paid by the lessee to the two Indian locatees Sampson Austin and Johnny Antoine under a separate agreement,presumably as compensation for the use of their land.

The rental of $100 for the year Aug.1928-29 was paid to the Department on Aug.28th.1928.but subsequent rentals remained in arrears and unpaid until April 28th.1931 when the sum of $100 was received and later the full amount of rental due to Aug 1932 was duly paid.

It appears however that on Oct.17th.1931 the bench leases Nos.354,355 and 356 were declared forfeited by the B.C.government,without our knowledge, and the mining rights covered by such leases were granted to other parties-Messrs Rankin and Neis.Up till Aug.15th.1932 the unusual situation was evident of the surface rights being held by the United Development Corporation under a lease issued by this Department,and the mining rights of the same land,held by Messrs.Rankin & Neis under bench leases issued by the provincial government.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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On August 5th.1932 the United Development Corporation paid the rental of $100 for the year 1932-33,but this was returned through the local Indian agent,with a notification that the surface rights lease has been cancelled.

The reason for cancellation was because the lessee was now no longer able to comply with the conditions of the lease, especially with regard to that clause providing for the payment of royalty on the output of the mine.The lease was granted in the first instance only after the applicant had obtained a lease of the mining rights,and as these rights have been forfeited and are no longer held by the United Development Corporation,the Mineral Regulations do not permit the Department to grant a lease of the surface rights to any person other than to the holder of the mining rights.

I may point out however that as the United Development Corp. paid out the sum of $500 to the Indians as compensation for their improvements,on the understanding that a lease for ten years would issue,and as their lease has only been in force for a period of four years,a proportionate rebate should be made to the United Development Corp.by Messrs.Rankin and Neis before the latter are granted the surface rights.

This phase of the matter however can be adjusted when the Department receives an application for a lease of the surface rights from Messrs.Rankin and Neis.

A copy of the original surface rights lease is attached showing the significant provisions underlined.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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SUPERINTENDENT GENERAL OF INDIAN AFFAIRS CANADA

Ottawa. August 30th.1932.

CANCELLATION OF SURFACE RIGHTS LEASE.

Whereas on Feb.20th.1928,Indian agent,H.Graham of Lytton B.C.submitted to the Department on behalf of Geo.S.Gamble a blue print plan of three placer mining leases Nos.354,355 and 356,granted by the Provincial Govt.of British Columbia and covering a portion of the Nesikep Indian Reserve

And whereas under section (C) of the Indian Mineral Regulations contained in Order in Council dated Dec.30th.1919 the Department granted a lease of the surface rights of the lands covered by the afore-mentioned mining leases to the said Geo.S.Gamble for a period of 10 years dating from Aug.15th. 1928 at an annual rental of $100

And whereas on Nov.17th.1928 the said Geo.S.Gamble did assign his rights under this lease to the United Development Corporation, with the approval of the Department

And whereas on October 17th.1931 the said mining leases Nos. 354,355 and 356 were declared forfeited by the British Columbia Government under the provisions of section 110 subsection No.5 of the "Placer Mining Act" of the province of British Columbia

And whereas such forfeiture of the placer mining leases deprives the said United Development Corporation of their right to hold the surface rights under the provisions of section (C) of the Indian Mineral Regulations

And whereas the United Development Corporation being no longer in possession of the mining rights,are unable to fulfil the condition contained in their surface rights lease,of paying royalty on the mine output

NOW THEREFORE the said lease of the surface rights held by the United Development Corporation as aforesaid IS HEREBY CANCELLED before the expiration of the term originally allotted under the provisions and conditions of the said lease.

Superintendent General.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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August 30th. 1932.

MEMORANDUM

Mr. Buskard -

Referring to your memorandum of the 24th. instant with respect to placer mining on the Nesikep reserve, B. C., I beg to return your file together with memorandum prepared by the Lands and Timber Branch with respect to the leasing of the land in question, and also copy of the lease which was issued by the Department for the surface rights.

In view of the facts as set forth in this memorandum and in accordance with the terms of the lease, I am attaching a formal notice of cancellation to be signed by the Superintendent General to be served on the lessees. Will you kindly have this notice returned as soon as possible for service.

A.S.W.

A S Williams

Acting D.S.G.I.A.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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18165-52

DEPT. OF INDIAN AFFAIRS
SEP 1 1932
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
NO. 151/7/26172.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P.O. BOX 666
VICTORIA, B.C., August 27, 1932.

R.

Sir:-

With further reference to Departmental File No. 18165-52, in connection with placer leases in the Nesikep Indian Reserve No. 6, of Lytton Agency, B. C., on which I reported to the Department by letter dated August 23rd, instant, I beg to inform the Department that the Lytton Indian Agency has furnished me with copy of the application of Mr. A. Neis, for himself and Mr. A.S.F. Rankin, dated February 4th, last, for a lease from this Department for surface rights so that they may be able to operate the Provincial Mining Leases Nos. 416, 417, 418 and 419, in the Reserve. This copy indicates that copies of the Provincial Leases were sent to the Agent with the application and he has been asked to forward the original application and copies of the Provincial documents to the Department.

In addition to the suggested conditions mentioned in my letter of August 23rd, it is thought that two additional clauses should be attached to the proposed new leases.

The lessees shall pay to the Department for timber to be taken for the operation of the lease for mining purposes only, at the following rates:- 75 cents per cord on all cord-wood; $1.00 per thousand feet board measure for all timber so measured; and 5 cents per post of less than seven inches and length less then ten (10) feet. The lessees shall have the privilege to build, construct and operate any flume or flumes and ditch for mining purposes on the lands covered by said leases as the lessees may deem advisable, provided, however, such operation shall not interfere with any water useable under licence on which irrigated land in the Reserve is dependent; and further, provided the lessees shall have obtained upon application to the Provincial Water Branch of British Columbia a conditional licence to divert water for its mining purposes.

The Department will be aware that we cannot allow our lessees to divert waterexcept under an approved arrangement with the Water Comptroller.

Your obedient servant,

P/KD.

Chas. C. Perry,
Asst. Indian Commissioner for B.C.

The Secretary,
Department of Indian Affairs,
Ottawa.

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CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
AUG 29 1932
RECORDS

IN YOUR REPLY REFER TO
NO. 151/7/26120.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P.O. BOX 666
VICTORIA, B.C., August 23, 1932.

Sir:

I have the honor to refer to my telegram dated August 12th, instant, and the Department's reply thereto dated August 13th, instant, in regard to the lease No.156, file 18165-52, Nesikep No.6 I.R., Lytton Agency; also to my special report to the Department dated August 12th, instant, in which difficulties surrounding the lease were dealt with following my interview whilst in Vancouver with Messrs. Rankin and Neis.

I now beg to say I have received from the Department copy of the above-mentioned lease and have carefully examined the same. I also instructed Agent Strang to forward to the Department the application of Messrs. Rankin and Neis for a surface rights lease covering the same areas as embraced in the lease recently cancelled, but adding thereto a further claim as mentioned in my report of August 12th, instant.

If consideration of a new lease is now to be given to Messrs. Rankin and Neis, the following observations should be made, viz:-

1. It is understood that the same rental, viz., $100.00 per year, has been offered for surface rights for four (4) claims. Since $100.00 was the annual rental for surface rights lease recently cancelled with respect to three (3) claims, it is suggested that the annual rental should be raised to $150.00 per year for the four claims;

2. The numbers of the three leased parcels shown as 354, 355 and 356 on the cancelled lease should be substituted with Nos. 416, 417 and 418; while the fourth lease will be numbered 419, these four numbers being given by the Provincial Government in leases in favor of Messrs. Rankin and Neis.

3. A clause should be inserted in the new lease providing that the lease of surface rights is only good as long as the mining leases of the Province in the reserve are in good standing and their conditions are fully met.

4. The period of our surface rights lease should run supplementarily with the mining leases of the Provincial Government. The latter not being at present available here for examination, it is suggested that Messrs. Rankin and Neis be asked to present certified copies of these for filing in the Department and for reference in adjusting the leases to surface rights.

Must submit certified copies of these leases

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

5. The...

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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5. The question of royalty of 5% of the gross value of all ore mined or raised from the land covered by our lease should be again considered. Since it is understood that the "Regulations for the Disposal of Minerals other than Coal, Petroleum and Natural Gas" Form 260 apply

1. To base metals--or minerals--and such ore as may contain partly base and partly precious metals, in Sections 1 to 18 inclusive, Section 1, only being modified by amendment to Section 50 of the Indian Act by Order-in-Council dated December 30th 1919, which latter regulations apply to precious metals; a distinction therefore existing between "minerals" and "precious metals";

2. And that, in view of the foregoing it would appear that the provisions of Order-in-Council dated December 30th, 1919, would apply to surface rights only with respect to mining of precious metals and that royalty for such is not collectible by the Dominion, but by the Province under the conditions of Provincial leases:

It is deemed advisable to inquire if the understanding of the regulations is correct, and if so to suggest that the clause relating to royalty in the lease be so amended as to bring any payments with respect to output of precious metals within a definition other than royalty, especially as the surface rights are with respect to placer mining for gold.

Yes.

Messrs. Rankin and Neis have offered to pay 2½% royalty on the gold to be taken out. This might be changed to say 5% of the net value of precious metals and minerals that may be removed from the ground under lease, after the royalty has been paid as required under the Provincial Government leases, in addition to the rental previously stipulated. This suggested increase from 2½% to 5% is based upon the requirements under the lease recently cancelled, or, perhaps a better alternative might be applied by the Department.

6. It is suggested further that, on page 4 of the agreement now cancelled and which may be re-issued to new applicants in amended form, the words "If any covenant or conditions herein contained" should be followed with these additional words (or contained in any agreement apart from this lease and incidental to the acquirement from the Indians of the surface rights covered by this lease, such agreement first having been approved by or in behalf of the Superintendent General) "shall not be performed or observed, etc. Such a clause would safeguard the applicants and protect any Indians to whom any consideration may be due with respect to extinguishment of individual improvements or the finding of any accommodations required as a result of the pending activities of leases which may necessitate the removal of Indians from one location to another either inside or outside their reserve.

In...

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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CANADA

In regard to that portion of my letter to the Department of August 12th, instant, in which I reported that Messrs. Rankin and Neis had called attention to certain agreements between Mr. Stewart and the Indians of Nesikep No.6 Reserve which were thought should have been incorporated in their lease, it being doubtful if such agreements were so embraced, I have ascertained from Mr. Strang, Indian Agent at Lytton, that one agreement so made was submitted by Mr. Agent Graham and was approved by the Department. To support this he has sent me a copy of his letter to the Department dated December 4th, 1928, No.4144.

The Agent further states that Mr. Stewart claims to have some agreement in reference to money which he expended on the lease of the United Development Corporation,Ltd., which he is sending to Mr. Strang, and which when received will be sent to this office for perusal. Whether or not this will have anything to do with the Dickie property mentioned by me on August 12th, I cannot say at present.

In any event, since the Department has already cancelled the lease of the United Development Corporation for cause, it is presumed that such action will automatically nullify any agreements not incorporated in the lease but incidental thereto. If such is the case, it is felt that the interests of the Indians as well as of the Department will be reasonably protected if consideration be given to all agreements that may be necessary before the new lease is finally issued to the new applicants who now hold the Provincial leases.

It is suggested that the proposed conditions under which the Department will be satisfied to issue a lease to the new applicants be made known to them for their acceptance as an alternative to their proposal by application made in February last through the office of the Indian Agent; also that the Indian Agent and applicants for surface rights should consult together to determine what terms and conditions are to be fulfilled under Sub-section "c" of page 7, Form 260, regulations. The latter understanding should embrace any question of individual improvements or rights, removals,etc., incidental thereto.

In my letter of August 12th, instant, I intimated that Messrs. Rankin & Neis might be asked to pay the Department a sum equal to the payments already made as rental by the United Development Croporation; but as the Department has decided to cancel the first lease for other cause than alleged breach of agreements with the Indians, the suggestion offered as above mentioned could be withdrawn and a new lease could be issued based on entirely new agreements and dating from the forfeit of the leases by the Provincial Government on October 17th, 1931, or re-issue thereof.

Your obedient servant,

C. C. Perry,
Asst. Indian Commissioner for B.C.

P/AC

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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ARCHIVES PUBLIQUES
CANADA

Ref to R.C.P.

18165-52

Ottawa. Sept.3rd.1932.

Sir:-

Enclosed herewith please find formal notice of cancellation of lease of surface rights of certain portions of land covered originally by placer leases Nos. 354,355 and 356,Nesikep Reserve.

Please see that this cancellation notice is duly served on the United Development Corporation.

Yours very truly,

Actg.Secretary.
T.R.L.MacInnes.

A.Strang
Indian Agent
Lytton. B.C.

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Copy

File No. 416

LEASE No. 416

PLACER MINING LEASE.

Lewis J. Price
Gold Commissioner.

TO

John F. Davidson

Dated January 11, *19* 32
Nesikep Indian Reserve No. 6
Fraser River

Lillooet *District.*

For a term of Twenty *years.*

Annual rental, $ 25.00

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

2M-628-2467

"John"

ASSIGNMENTS

TRANSFERRED TO:

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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PLACER MINING LEASE.

This Indenture made the eleventh day of January, in the year of our Lord one thousand nine hundred and thirty-two, BETWEEN Lewis J. Price Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND John F.Davidson who, with his executors, administrators and assigns (*or* successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep Indian Reserve No. 6, commencing at a post marked No. 1, placed on the right bank of the Fraser River one and one-half (1½) miles below the mouth of Texas Creek and it's confluence with the Fraser River; thence northerly 1500 feet to post No. 2; thence westerly 2300 feet to post No. 3; thence southerly 1500 feet to post No. 4; thence easterly 2300 feet to point of commencement as shown on plan attached hereto.

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the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act," "Mineral Act," "Placer-mining Act," or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of Twenty years from the date of these presents, yielding and paying therefor during the said term the yearly rent of Twenty-five ..... dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenant s with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars at least in each and every year during the continuance of the said term: Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee hereby further covenant s with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee in connection with the workings: Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of

E.E. Cory

L.J. Price
Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of

H.Bert Montgomery

John F. Davidson
Per
Anthony Neis
Lessee.

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contained being subject, however, to all such prior rights of other persons as under the "Land Act," "Mineral Act," "Placer-mining Act," or any other inion Statute having force or effect in the premises; also the right of free by the "Mineral Act," to enter on the said premises and mine for veins and hts-of-way and water, and all roads, ways, bridges, drains, and all other public ements now existing, or which may hereafter be made in, upon, or under any remises, and the power to enter and make or repair the same.

aid premises hereby demised, subject as aforesaid, unto and to the use of the term of Twenty years from the ents, yielding and paying therefor during the said term the yearly rent of ive ..... dollars, payable yearly in advance to the person Recorder for the Lillooet Mining Division for the ole of the first year's rent to be paid within sixty days after notice from the of the execution of these presents, and afterwards every year on the day se presents without any deduction whatever.

hereby covenant S with the said lessor, that the lessee will pay the on the several days and in manner hereinbefore appointed for the payment y deduction whatsoever, and that he will not damage or obstruct any hts of way or water, drains, works, or improvements now or hereafter to be under the premises, and that he will substantially bridge over or cover ts, flumes, ditches, and sluices, and all pits or dangerous places at all points e crossed by any public highway, or frequented paths or trails, to the satis- or, and shall and will observe, make, and keep all and singular the provisions, ns, and stipulations of the said "Placer Mining Act" and amending Acts, and the time being in force in the Province in relation to mining, and that he sents are upon the express condition that he shall and will continuously hereby demised, save where prevented by stress of weather or unavoidable rmission of the lessor, represent and in a thoroughly miner-like manner, with e-bodied miners as may be advisable, taking into consideration the work in ll working hours, and by the best and most approved means, work and mine etals, except "rock in place," as defined by the "Mineral Act," in, upon, and ular the premises hereby demised, or intended so to be, and shall and will mises hereby demised, or in such manner as shall conduce to the development m of two hundred and fifty dollars at least in each and every year during the said term: Provided, always, that these presents are upon the express Chinese or Japanese shall be employed in or about the said demised premises of, and further that the lessee shall and will satisfy the said Mining h development-work has been done by the affidavit of the lessee or his detailed statement of the work done, and shall obtain from the said Mining cate of such work having been done, and shall record the same before the and every year of the term hereby demised. In lieu of the performance nt-work in any year during the said term the lessee may pay to the said he sum of two hundred and fifty dollars.

hereby further covenant S with the lessor, that he will permit and nd any person or persons authorized by law, by the Lieutenant-Governor in during the said term to remain and reside upon the premises hereby demised, ole term hereby granted or for such period as to him or them shall seem ter upon the said premises from time to time for the purpose of viewing the ching the progress of the work, and will permit him or them to survey, inspect, state and condition thereof, and to ascertain the quantity of work done, and metals, and minerals got out of or gained from the premises hereby demised, and er the lessee is working the premises in accordance with the covenants, reements herein contained, and for these purposes or any of them will permit persons to descend all pits and shafts, to use all machinery, ropes, tackle, and ing to the lessee, as he or they shall deem necessary or expedient, without nsation for the same, and will also give and allow him or them liberty of free to, out, and over all buildings, erections, and vessels used by the lessee in he workings: Provided, also, that the lessee shall not assign or sublet part of the premises hereby demised without the written consent of the lessor ined, and after the filing of such consent in the office of the Mining Recorder vision in which the lands hereby demised are situate: And provided always,

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contained being subject however to all such prior rights of other persons as under the "Land Act," "Mineral Act," "Placer Mining Act," or any other Dominion Statute have force or effect in the premises; also the right of free entry by the "Mineral Act" to enter on the said premises and mine for veins and lines of ledge and water and all roads, ways, tramways, drains, and all other public improvements now existing on which may hereafter be made in, upon, or under any part of the said premises, or to enter and make or repair the same.

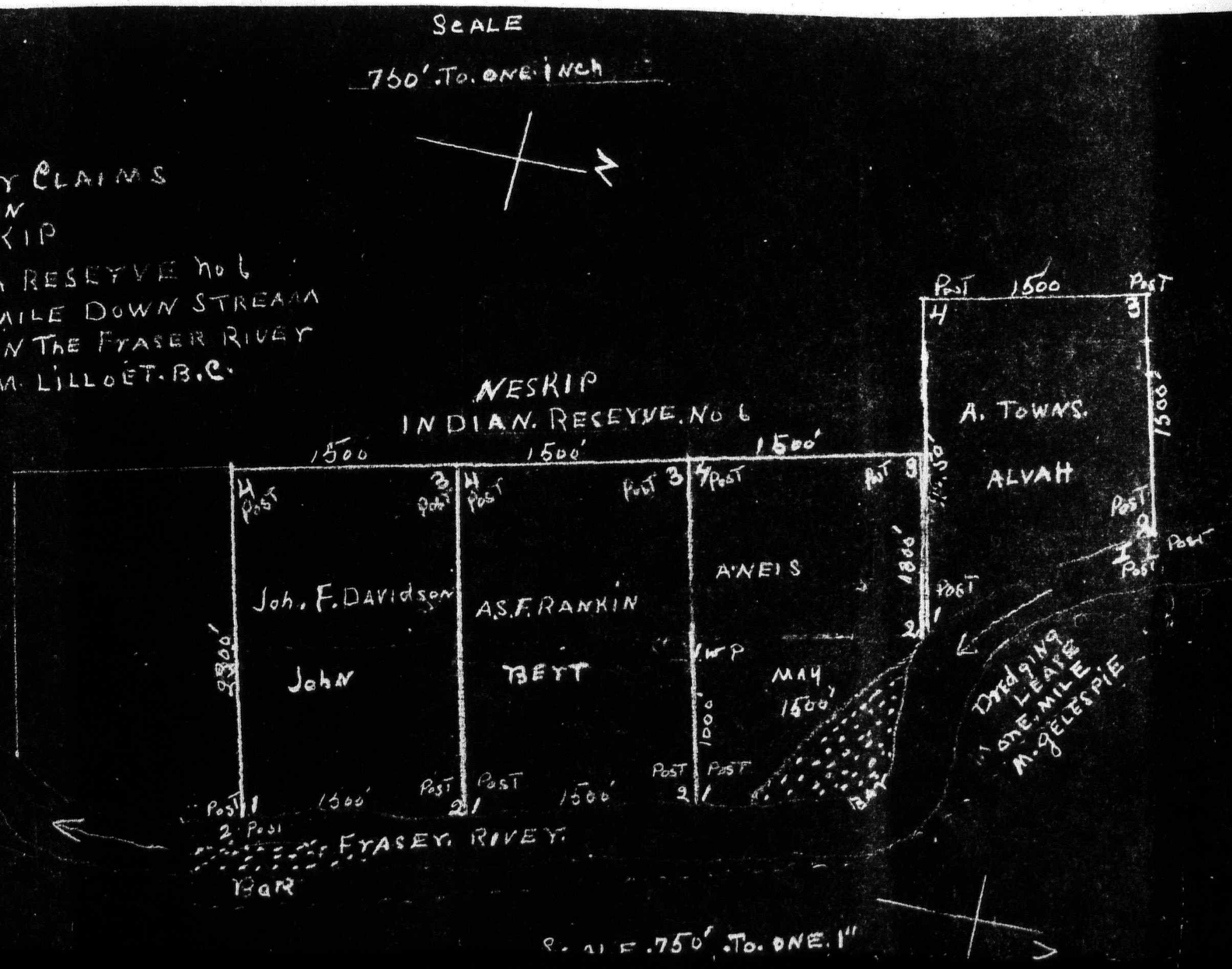
[illegible] and to the use of [illegible]

[illegible] the said term the said lessee [illegible]

Recorder for the ..... dollars, payable yearly, in advance to the person [illegible] Mining Division for the [illegible] of the first year's rent to be paid within sixty days after notice from the [illegible] of the expiration of these presents and afterwards every year on the day [illegible] presents without any deduction whatever.

[illegible] hereby covenant [illegible] with the said lessee that the lessee will pay the [illegible] the several days and in manner hereinbefore appointed for the payment [illegible] deduction whatsoever, and that he will not damage or obstruct any [illegible] rights of way or water, drains, works, or improvements now or hereafter to be [illegible] under the premises, and that he will substantially bridge over or cover [illegible] flumes, ditches and sluices, and all pits or dangerous places at all points [illegible] crossed by any public highway, or frequented paths or trails, to the satisfaction of, and shall and will observe, make and keep all and singular the provisions, [illegible] and stipulations of the said "Placer Mining Act" and amending Acts, and the time being in force in the Province in relation to mining, and that he [illegible] shall and will continuously hereby demised, save where prevented by stress of weather or unavoidable [illegible] of the lessee, represent and in a diligently miner-like manner with [illegible] miners as may be advisable, taking into consideration the work in [illegible] working hours, and by the best and most approved means, work and mine [illegible] details, except "rock in place," as defined by the "Mineral Act," in, upon, and [illegible] the premises hereby demised, or intended so to be, and shall and will [illegible] hereby demised, or in such manner as shall conduce to the development [illegible] of two hundred and fifty dollars at least in each and every year during [illegible] the said term: Provided, always, that these presents are upon the express [illegible] Chinese or Japanese shall be employed in or about the said demised premises [illegible] of, and further that the lessee shall and will satisfy the said Mining [illegible] development-work has been done by the affidavit of the lessee or [illegible] detailed statement of the work done, and shall obtain from the said Mining [illegible] of such work having been done, and shall record the same before the [illegible] and every year of the term hereby demised. In lieu of the performance [illegible] work in any year during the said term the lessee may pay to the said [illegible] the sum of two hundred and fifty dollars.

[illegible] hereby further covenant [illegible] with the lessor, that he will permit and [illegible] any person or persons authorized by law, by the Lieutenant-Governor in [illegible] during the said term to remain and reside upon the premises hereby demised, [illegible] term hereby granted or for such period as to him or them shall seem [illegible] after upon the said premises from time to time for the purpose of viewing the [illegible] the progress of the work, and will permit him or them to survey, inspect, [illegible] state and condition thereof, and to ascertain the quantity of work done, and [illegible] metals and minerals got out or gained from the premises hereby demised, and [illegible] the lessee [illegible] working the premises in accordance with the covenants, [illegible] agreements herein contained, and for these purposes or any of them will permit [illegible] persons to descend all pits and shafts, to use all machinery, ropes, tackle, and [illegible] ing to the lessee [illegible] as he or they shall deem necessary or expedient, without [illegible] nation for the same, and will also give and allow him or them liberty of free [illegible] to, and over all buildings, erections, and vessels used by the lessee in [illegible] the workings: Provided, also, that the lessee shall not assign or sublet [illegible] part of the premises hereby demised without the written consent of the lessor [illegible] ired, and after the filing of such consent in the office of the Mining Recorder [illegible] ction in which the lands hereby demised are situate: And provided always,



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File
No. 418 Copy

LEASE No. 418

PLACER MINING LEASE.

Lewis J. Price
Gold Commissioner.

TO

Anthony Neis

Dated January 11, *19* 32
Nesikep Indian Reserve No. 6
Fraser River

Lillooet *District.*

For a term of Twenty *years.*

Annual rental, $ 25.00

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

2M-028-2467

"May"

ASSIGNMENTS

TRANSFERRED TO:

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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PLACER MINING LEASE.

This Indenture made the eleventh day of January, in the year of our Lord one thousand nine hundred and thirty-two, BETWEEN Lewis J. Price Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND Anthony Neis who, with his executors, administrators and assigns (*or* successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep Indian Reserve No. 6, commencing at a post marked No. 1 and placed on the right bank of the Fraser River, adjoining the No. 2 post of Bench Lease No. 417; thence north-westerly 1500 feet to post No. 2; thence westerly 1300 feet to post No. 3; thence southerly 1500 feet to post No. 4; thence easterly 2300 feet to point of commencement as shown on plan attached hereto.

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the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act," "Mineral Act," "Placer-mining Act," or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of Twenty years from the date of these presents, yielding and paying therefor during the said term the yearly rent of Twenty-five dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenant s with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars at least in each and every year during the continuance of the said term: Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee hereby further covenant S with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee in connection with the workings: Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of

E.E. Cory

L.J. Price
Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of

H. Bert Montgomery

Anthony Neis
Lessee.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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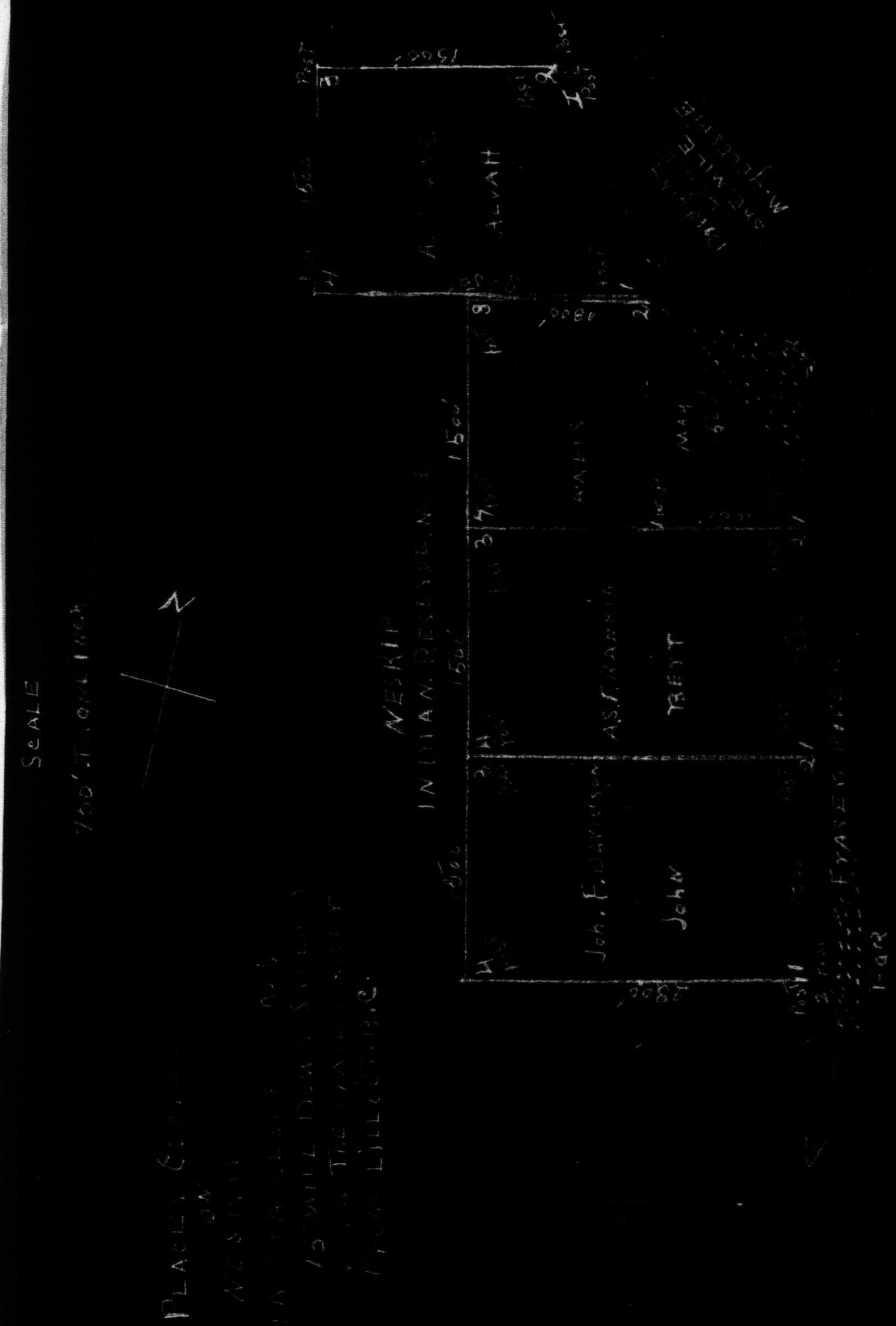
contained being subject, however, to all such prior rights of other persons as under the "Land Act," "Mineral Act," "Placer-mining Act," or any other minion Statute having force or effect in the premises; also the right of free by the "Mineral Act," to enter on the said premises and mine for veins and hts-of-way and water, and all roads, ways, bridges, drains, and all other public ements now existing, or which may hereafter be made in, upon, or under any remises, and the power to enter and make or repair the same.

aid premises hereby demised, subject as aforesaid, unto and to the use of the term of Twenty years from the ents, yielding and paying therefor during the said term the yearly rent of five dollars, payable yearly in advance to the person Recorder for the Lillooet Mining Division for the ole of the first year's rent to be paid within sixty days after notice from the of the execution of these presents, and afterwards every year on the day e presents without any deduction whatever.

hereby covenant s with the said lessor, that the lessee will pay the n the several days and in manner hereinbefore appointed for the payment y deduction whatsoever, and that he will not damage or obstruct any hts of way or water, drains, works, or improvements now or hereafter to be under the premises, and that he will substantially bridge over or cover s, flumes, ditches, and sluices, and all pits or dangerous places at all points e crossed by any public highway, or frequented paths or trails, to the satis- or, and shall and will observe, make, and keep all and singular the provisions, ns, and stipulations of the said "Placer Mining Act" and amending Acts, and the time being in force in the Province in relation to mining, and that he ents are upon the express condition that he shall and will continuously ereby demised, save where prevented by stress of weather or unavoidable mission of the lessor, represent and in a thoroughly miner-like manner, with -bodied miners as may be advisable, taking into consideration the work in ll working hours, and by the best and most approved means, work and mine etals, except "rock in place," as defined by the "Mineral Act," in, upon, and ular the premises hereby demised, or intended so to be, and shall and will mises hereby demised, or in such manner as shall conduce to the development m of two hundred and fifty dollars at least in each and every year during the said term: Provided, always, that these presents are upon the express Chinese or Japanese shall be employed in or about the said demised premises of, and further that the lessee shall and will satisfy the said Mining development-work has been done by the affidavit of the lessee or his detailed statement of the work done, and shall obtain from the said Mining cate of such work having been done, and shall record the same before the and every year of the term hereby demised. In lieu of the performance nt-work in any year during the said term the lessee may pay to the said he sum of two hundred and fifty dollars.

hereby further covenant Swith the lessor, that he will permit and nd any person or persons authorized by law, by the Lieutenant-Governor in during the said term to remain and reside upon the premises hereby demised, ole term hereby granted or for such period as to him or them shall seem ter upon the said premises from time to time for the purpose of viewing the hing the progress of the work, and will permit him or them to survey, inspect, tate and condition thereof, and to ascertain the quantity of work done, and metals, and minerals got out of or gained from the premises hereby demised, and er the lessee is working the premises in accordance with the covenants, eements herein contained, and for these purposes or any of them will permit persons to descend all pits and shafts, to use all machinery, ropes, tackle, and ing to the lessee, as he or they shall deem necessary or expedient, without nsation for the same, and will also give and allow him or them liberty of free to, out, and over all buildings, erections, and vessels used by the lessee in e workings: Provided, also, that the lessee shall not assign or sublet art of the premises hereby demised without the written consent of the lessor ned, and after the filing of such consent in the office of the Mining Recorder ision in which the lands hereby demised are situate: And provided always,



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contained being subject, however, to all such prior rights of other persons as under the "Land Act," "Mineral Act," "Placer mining Act," or any other Dominion or Provincial Act, may be in force at date hereof in the premises; also the right of free access for the Mineral Act officer on the said premises and mine for veins and lines of way and water and all roads ways ditches drains and all other public rights now existing or which may be traced be made in, upon or under any premises and the power to enter and make or repair the same.

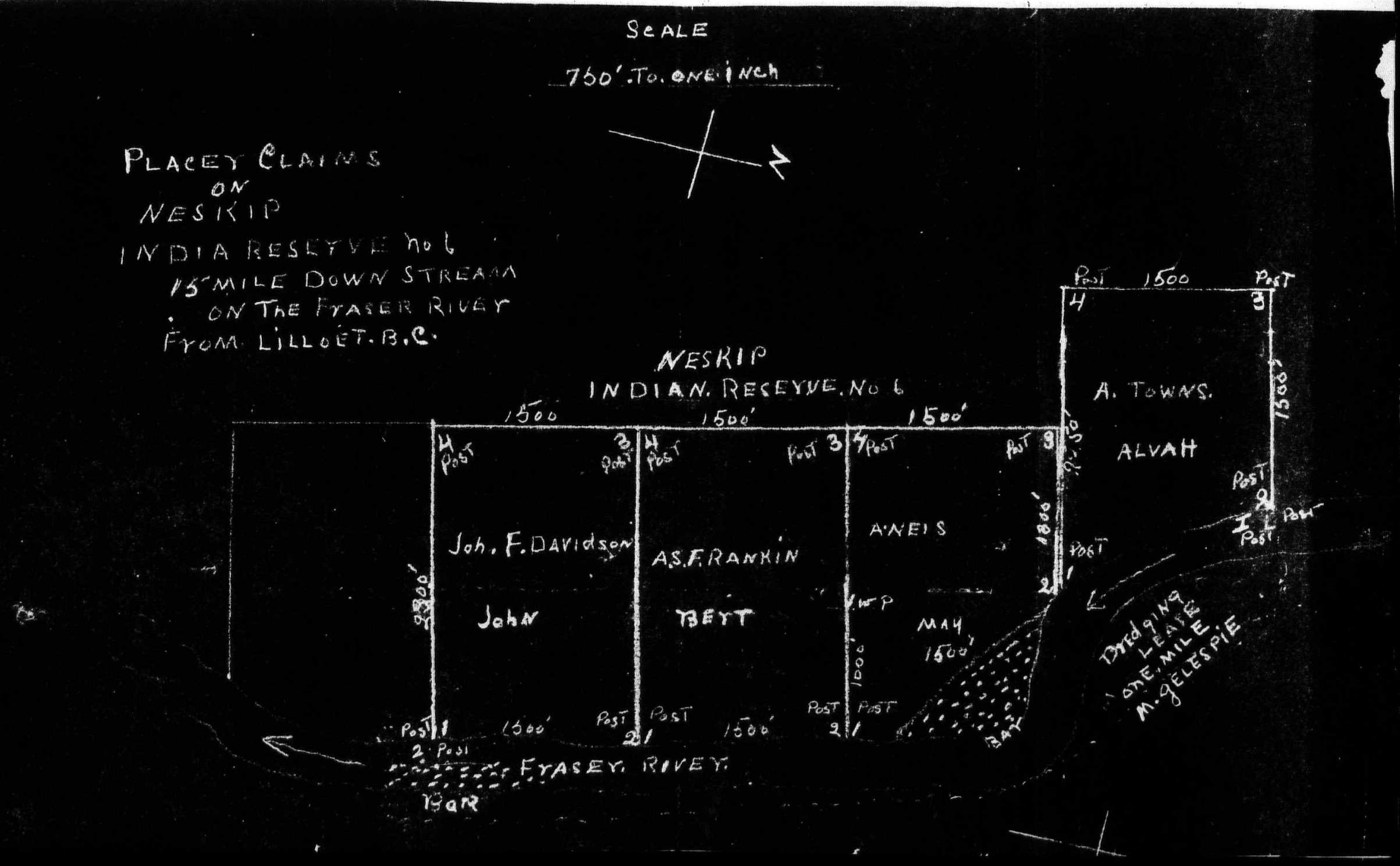
Said premises to be held and held as aforesaid unto and to the use of the lessee for years from the

Said lessee doth covenant and agree to pay the said rent during the said term the yearly rent of dollars, payable yearly in advance to the person

Recorder for the Mining Division for the time being of the first years rent to be paid within sixty days after notice from the Recorder of the execution of these presents, and afterwards every year on the day of the execution of these presents, and otherwise at such place as the said Recorder may from time to time appoint, without any demand whatever.

Hereby covenant with the said lessor, that the lessee will pay the rent on the several days and in manner hereinbefore appointed for the payment thereof, without any deduction whatsoever, and that he will not damage or obstruct any rights of way or water, drains, works, or improvements now or hereafter to be under the premises and that he will substantially bridge over or cover all ditches and sluices, and all pits or dangerous places, set all points of danger by any public highway, or frequented paths or trails to the satisfaction of the Mining Recorder, and shall and will observe, make and keep all and singular the provisions, rules and stipulations of the said "Placer Mining Act" and amending Acts, and the same being in force in the Province in relation to mining, and that he shall and will continuously keep the said premises in a thoroughly miner-like manner, with hooded miners as may be advisable, taking into consideration the work in all working hours, and by the best and most approved means, work and mine the said premises, except "pick in place," as defined by the "Mineral Act," in open, and clear the premises hereby demised or intended so to be, and shall and will cause the premises hereby demised, or in such manner as shall conduce to the development of the said term; Provided, always, that these presents are upon the express condition that the lessee shall be employed in or about the said demised premises, and further that the lessee shall and will satisfy the said Mining Recorder that a development work has been done by the affidavit of the lessee or a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of the term hereby demised. In lieu of the performance of such work in any year during the said term the lessee may pay to the said Recorder the sum of two hundred and fifty dollars.

Hereby further covenant with the lessor, that he will permit and allow any person or persons authorized by law, by the Lieutenant-Governor in Council, during the said term to remain and reside upon the premises hereby demised, for the whole term hereby granted or for such period as to him or them shall seem fit, to enter upon the said premises from time to time for the purpose of viewing the working the progress of the work, and will permit him or them to survey, inspect, and estimate and condition thereof, and to ascertain the quantity of work done, and the materials and minerals taken out of or gained from the premises hereby demised, and for the lessee working the premises in accordance with the covenants, agreements herein contained, and for these purposes or any of them will permit persons to descend all pits and shafts, to use all machinery, ropes, tackle, and according to the lessee, as he or they shall deem necessary or expedient, without question for the same, and will also give and allow him or them liberty of free ingress to, out, and over all buildings, erections, and vessels used by the lessee in the workings: Provided, also, that the lessee shall not assign or sublet any part of the premises hereby demised without the written consent of the lessor first had, and after the filing of such consent in the office of the Mining Recorder in which the lands hereby demised are situate: And provided always,



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Copy

File No. 417

LEASE No. 417

PLACER MINING LEASE.

Lewis J. Price
Gold Commissioner.

TO

A.S.F. Rankin

Dated January 11th, *19* 32

Nesikep Indian Reserve No. 6
Fraser River

Lillooet *District.*

For a term of Twenty *years.*

Annual rental, $ 25.00

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

2M-628-2467

"Bert"

ASSIGNMENTS

TRANSFERRED TO:

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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PLACER MINING LEASE.

This Indenture made the Eleventh day of January, in the year of our Lord one thousand nine hundred and thirty-two, BETWEEN Lewis J. Price Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND A.S.F. Rankin who, with his executors, administrators and assigns (*or* successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep Indian Reserve No. 6, commencing at a post marked No. 1, placed on the right bank of the Fraser River, adjoining the No. 2 post of Bench Lease No. 416; thence northerly 1500 feet to post No. 2; thence westerly 2300 feet to post No. 3; thence southerly 1500 feet to post No. 4; thence easterly 2300 feet to point of commencement as shown on plan attached hereto.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act," "Mineral Act," "Placer-mining Act," or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of twenty years from the date of these presents, yielding and paying therefor during the said term the yearly rent of twenty-five..... dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenant s with the said lessor, that the lessee - will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that - he - will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that - he - will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that -he - shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars at least in each and every year during the continuance of the said term: Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee - shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee - hereby further covenant s with the lessor, that - he - will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee -, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee - in connection with the workings: Provided, also, that the lessee - shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee -shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee - in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of
E.E. Cory

L.J. Price
Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of
A. Neis

A.S.F. Rankin
Lessee.

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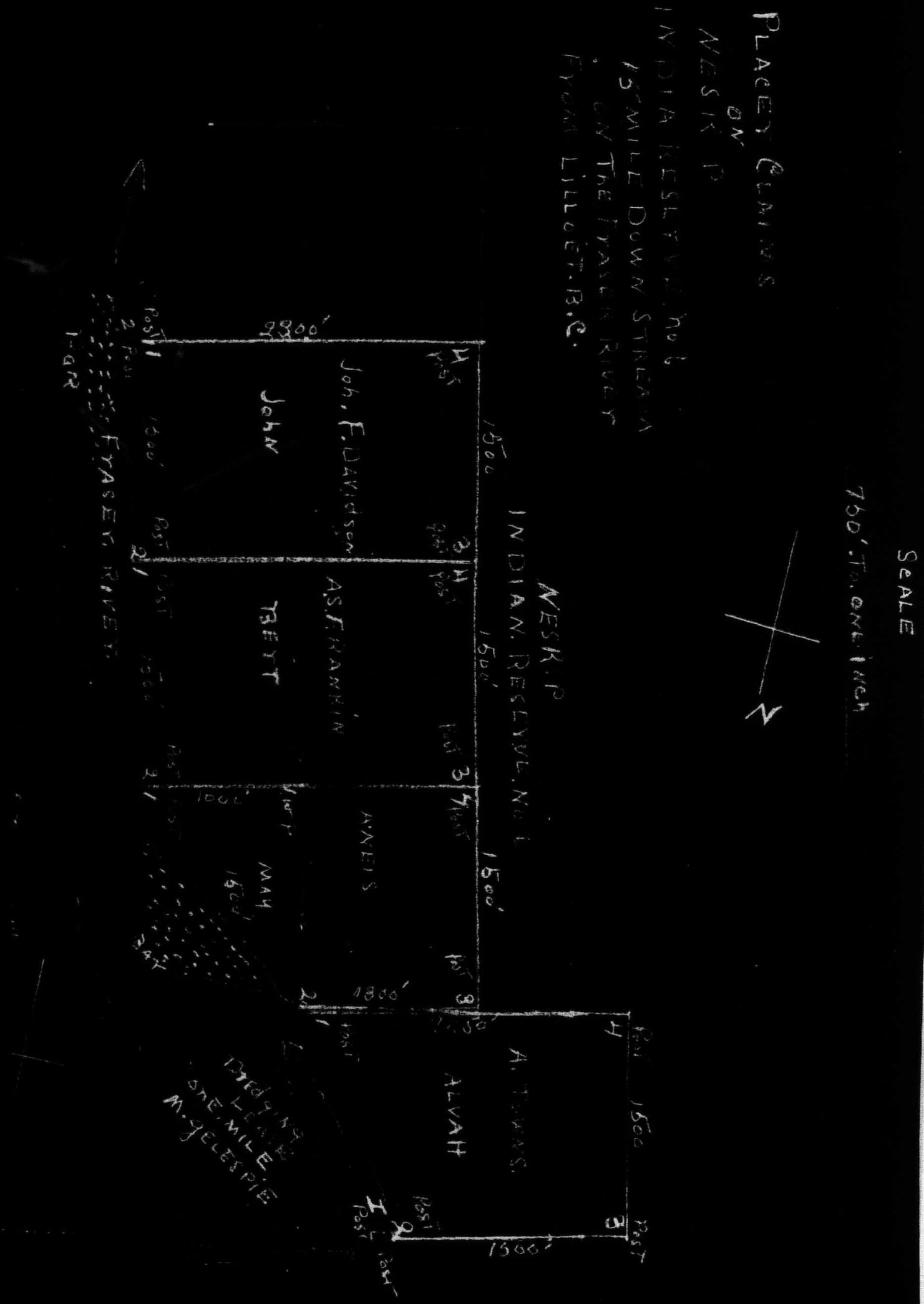

and these presents are upon this express condition, that if the lessee
rent hereinbefore reserved, on the respective days and in the manner here
the payment of the same respectively, or if the development-work herei
done in any year during the said term, or if default shall be made by the less
and performance of any or all or any part of the covenants, conditions, a
contained, on his part to be observed and performed, then this lease s
forfeited and the premises hereby demised shall thereby be deemed to be
without any entry, declaration of forfeiture, or other act on the part o
of law or equity to the contrary notwithstanding, and it shall thereupon be
to re-enter into and upon the demised premises without making any compen
for work done or improvements made on the said premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their han
and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of
E.E. Cory

L.J. Price
Gold Commissio

Signed, sealed, and delivered by the within-named Lessee in the presence of
A. Neis

A.S.F. Rankin
Lessee.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

and these presents are upon this express condition, that if the lessee rent hereinbefore reserved, on the respective days and in the manner here the payment of the same respectively, or if the development-work herei done in any year during the said term, or if default shall be made by the less and performance of any or all of any part of the covenants, conditions a contained, on his part to be observed and performed, then this lease s forfeited and the premises hereby demised shall thereby be deemed to be v without any entry, declaration of forfeiture, or other act on the part of of law or equity to the contrary notwithstanding, and it shall therefore be to re-enter into and upon the demised premises without making any compen for work done or improvements made on the said premises.

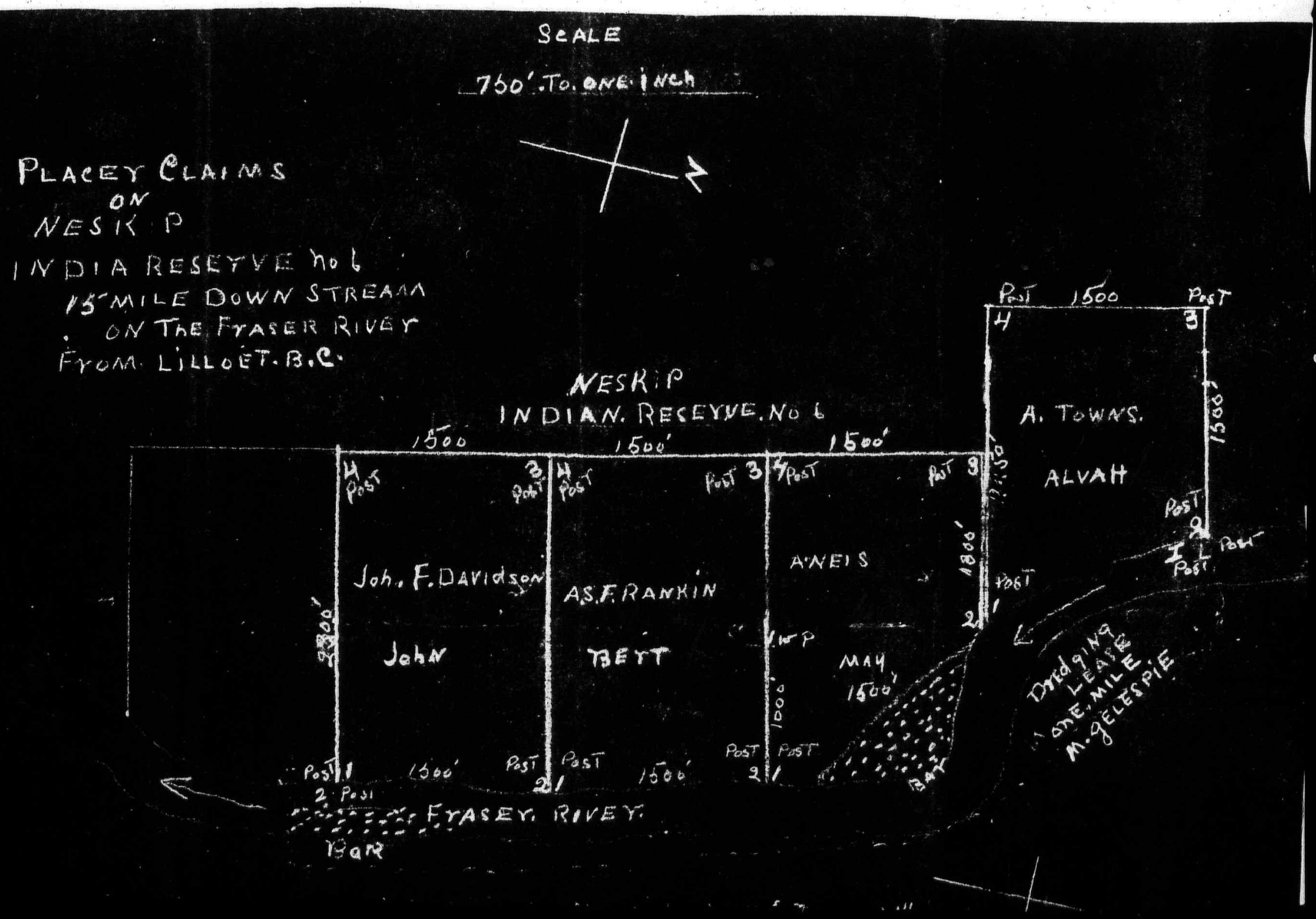
In Witness Whereof, the parties hereto have hereunto set their hand and year first above written.

Signed, sealed, and delivered by
the within-named Lessor in the
presence of

Gold Commissio

Signed, sealed, and delivered by
the within-named Lessee in the
presence of

Lessee.


SCALE
750' TO ONE INCH
N
PLACER CLAIMS
ON
NESKIP
INDIA RESERVE No 6
15 MILE DOWN STREAM
ON THE FRASER RIVER
FROM LILLOET. B.C.
NESKIP
INDIAN. RESERVE. No 6
1500
1500'
1500'
A. TOWNS.
ALVAH
Joh. F. DAVIDSON
JOHN
A.S.F. RANKIN
BETT
A. NEIS
MAY
1500'
1800'
1500'
1500'
1500

File No. 419

LEASE No. 419

PLACER MINING LEASE.

Lewis J. Price
Gold Commissioner.

TO

Alvah B. Towns

Dated January 11, *19* 32
Nesikep Indian Reserve No. 6
Fraser River

Lillooet *District.*

For a term of Twenty *years.*

Annual rental, $ 25.00

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

2M-628-2467

"Alvah"

ASSIGNMENTS

TRANSFERRED TO:

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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PLACER MINING LEASE.

This Indenture made the eleventh day of January, in the year of our Lord one thousand nine hundred and thirty-two, BETWEEN Lewis J. Price Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND Alvah B. Towns who, with His executors, administrators and assigns (*or* successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep Indian Reserve No. 6, commencing at a post marked No. 1, placed on the right bank of the Fraser River, adjoining the No. 2 post of Bench Lease No. 418; thence northwesterly 1500 feet to post No. 2; thence westerly 1500 feet to post No. 3; thence southerly 1500 feet to post No. 4; thence easterly 1750 feet to point of commencement as shown on plan attached hereto.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act," "Mineral Act," "Placer-mining Act," or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of Twenty years from the date of these presents, yielding and paying therefor during the said term the yearly rent of Twenty-five dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenants with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars at least in each and every year during the continuance of the said term: Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee hereby further covenants with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee in connection with the workings: Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of

E.E. Cory

L.J. Price
Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of

H.Bert Montgomery

Alvah B. Towns
per
Anthony Neis
Lessee.

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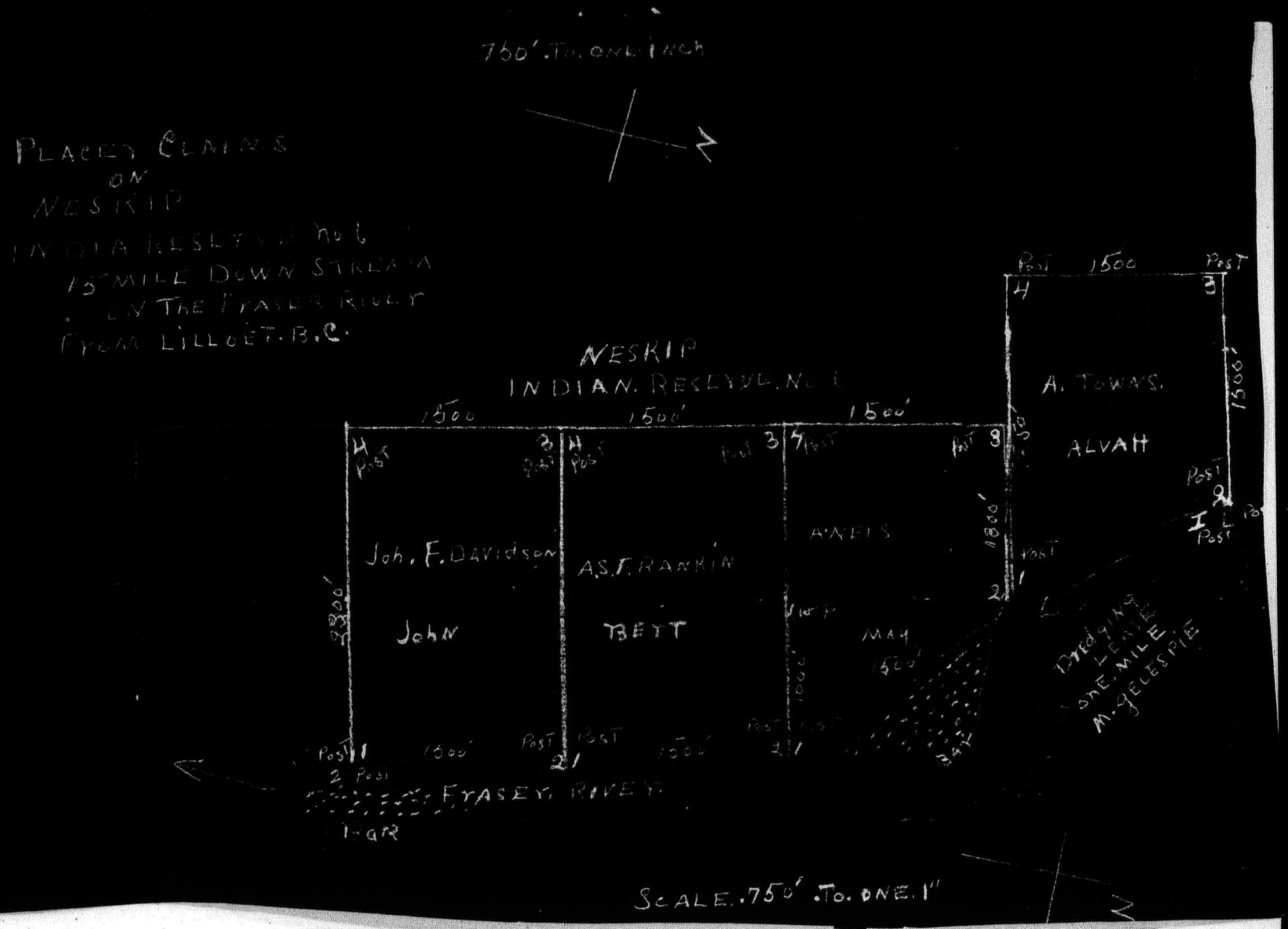

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of law or equity to the con
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IN WITNESS WHEREOF
and year first ab

Signed, sealed, and delive
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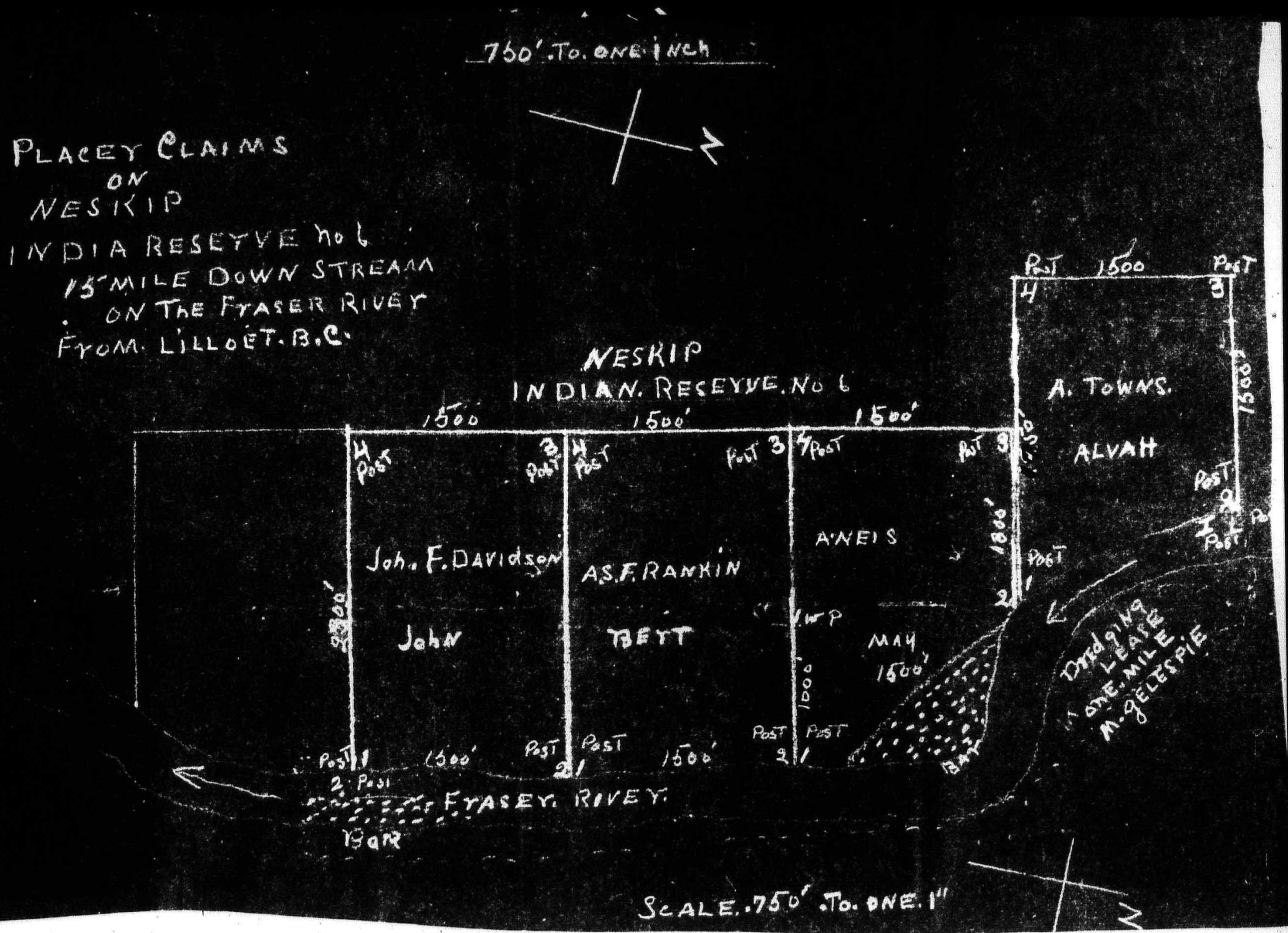
presence of

E.E. Cory

Signed, sealed, and delive
the within-named Lessee
presence of

H. Bert Lontgome


750' To ONE INCH
N
PLACER CLAIMS
ON
NESKIP
INDIA RESERVE No 6
15 MILE DOWN STREAM
ON THE FRASER RIVER
FROM LILLOET. B.C.
NESKIP
INDIAN RESERVE No 6
1500
1500'
1500'
Post 4
Post 3
Post 4
Post 3
Post 4
Post 3
Joh. F. DAVIDSON
JOHN
A.S.F. RANKIN
BETT
A. NEIS
MAY
1500'
1500'
1500'
1500'
1500'
1500'
Post 1
Post 2
Post 1
Post 2
Post 1
Post 2

Form No. 346. Power of Attorney (Mining). D-6-30 THE WILLSON STATIONERY CO. LTD., VANCOUVER, B. C.

Know All Men by these Presents

That I, Melvin E. Gillespie

of the City of Vancouver

in the Province of British Columbia

Dominion of Canada, have made, constituted and appointed, and by

these presents Do hereby make, constitute and appoint

Anthony Neis

of the City of Vancouver in the Province of British Columbia

my true and lawful Attorney for me, and in my name, place and stead, to take out in the ~~British~~ in my name, Free Miner's Certificate or

Certificates, and any renewal or renewals thereof, for the following purposes, viz:—

(1) To locate and record Mineral and Placer Claims in the Lillooet District

in the Province of British Columbia

(2) To enter into Mining Partnerships.

(3) And also to take possession of, and to let, lease, manage and improve my Mineral and Placer Claims, whatsoever, wheresoever and whensoever located (including interest in Mining Partnerships), and from time to time to appoint any agents or servants to assist him or them in managing the same.

(4) And also, as and when my said Attorney shall think fit, to sell, assign, transfer and absolutely sell and dispose of any or all such Mineral and Placer Claims, or interests in Mining Partnerships, as may at any time be located and recorded in my name, or as a member of Mining Partnerships, for such price or prices as to my said Attorney shall seem proper, and in my name, and as my act and deed to convey, assign, transfer and make over the same to the purchaser or purchasers thereof, by such good and sufficient instrument or conveyance as may be requisite.

(5) And I hereby grant full power to my said Attorney to substitute and appoint from time to time an Attorney or Attorneys under him, the said Attorney, with the same or more limited powers, and such substitute or substitutes at pleasure to remove, and another or others to appoint.

Giving and granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, I hereby ratifying and confirming all that my said Attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the

4th day of February, A.D. 19 32

SIGNED, SEALED AND DELIVERED
in the presence of

Melvin E. Gillespie

A.B. Jones [Seal]

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 346. Power of Attorney (Mining). D-6-30 THE WILLSON STATIONERY CO. LTD., VANCOUVER, B. C.

Know All Men by these Presents

That I, John F. Davidson

of the City of Vancouver of

in the Province of British Columbia

Dominion of Canada, have made, constituted and appointed, and by

these presents Do hereby make, constitute and appoint

Anthony Neis

of the City of Vancouver of in the Province of British Columbia

my true and lawful Attorney for me, and in my name, place and stead, to take out in the

in my name, Free Miner's Certificate or

Certificates, and any renewal or renewals thereof, for the following purposes, viz:—

(1) To locate and record Mineral and Placer Claims in the Lillooet District

in the Province of British Columbia

(2) To enter into Mining Partnerships.

(3) And also to take possession of, and to let, lease, manage and improve my Mineral and Placer Claims, whatsoever, wheresoever and whensoever located (including interest in Mining Partnerships), and from time to time to appoint any agents or servants to assist him or them in managing the same.

(4) And also, as and when my said Attorney shall think fit, to sell, assign, transfer and absolutely sell and dispose of any or all such Mineral and Placer Claims, or interests in Mining Partnerships, as may at any time be located and recorded in my name, or as a member of Mining Partnerships, for such price or prices as to my said Attorney shall seem proper, and in my name, and as my act and deed to convey, assign, transfer and make over the same to the purchaser or purchasers thereof, by such good and sufficient instrument or conveyance as may be requisite.

(5) And I hereby grant full power to my said Attorney to substitute and appoint from time to time an Attorney or Attorneys under him, the said Attorney, with the same or more limited powers, and such substitute or substitutes at pleasure to remove, and another or others to appoint.

Giving and granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, I hereby ratifying and confirming all that my said Attorney shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the

4th day of February, A.D. 19 32

SIGNED, SEALED AND DELIVERED
in the presence of

Melvin R. Gillespie

[Seal]

J. F. Davidson

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

FEB 5 1932

Castle Hotel,
Vancouver, B.C.,
Feb. 4, 1932.

Mr. A. strong,
Indian Agent,
Lytton, B.C.

Dear Sir:-

Please find enclosed copy of Provincial Bench Placer Mining Lease Nos. 416, 417, 418, 419, covering that portion of abandoned Leases Nos. 254, 255, 256, on the Nesikep Indian Reserve No. 6, Sixteen miles downstream on the right bank of the Fraser River, for which we applied for 20 year lease for mining purposes. Also we agreed to pay to the Indian Department the following:

1. 2½% of the gold recovered for the first two years, and 5% for the succeeding terms of operation.

2. That we pay the sum of 25¢ for each and every cord of wood used for the operations of said leases.

3. That we pay one dollar per 1,000 feet for all lumber cut on said Reserve for mining purposes.

4. That we pay $100.00 per year in toto rentals to said Indian Department for the said leases 416, 417, 418, 419 until the expiration of said lease or termination of operation.

5. That the lessees shall have the sole right to operate by hydraulic dredge or any method known to mining of Placer gold methods.

6. That the lessees shall have the privilege to build, construct and operate any flume or flumes and ditch for mining purposes on the said lands as the said lessees may deem advisable.

7. That the lessees be relieved of the necessity of surveying that portion or portions of said Placers ground comprising leases Nos. 416, 417, 418 covering abandoned leases No. 254, 255, 256, on said Indian Reserve No. 6.

Hoping the above will receive your approval, so we may proceed at an early date to prospect and develop said leas to the mutual benefit of the parties concerned.

Yours respectfully,

Rankin-Neis
from Lillooet, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
SEP 6 1932
RECORDS

12463-C-15/6 18,165-52 Lytton, B.C.,

Aug. 29, 1932.

Sir:-

On instructions from Mr.C.C.Perry, Assistant Indian Commissioner for B. C., I am now enclosing Provincial Placer Mining Leases numbered 416, 417, 418, and 419, in the names of John F. Davidson, A.S.F.Rankin, Anthony Neis and Alvah B. Towns, on Nesikep Indian Reserve Lytton No. 6, three of which cover the leases held by the United Development Corporation which have been cancelled.

I am also enclosing their application for the surface rights on this reserve, but this application does not take into account that the land owned by the late Sampson Austin and now worked by his heirs, William and Joseph Austin, which will be destroyed when mining operations are started.

The United Development Corporation arranged to locate these two young men on the Dickey Ranch, for which they (that is the corporation) were to pay $1000.00, but after depositing $20.00 to hold the ranch, and saying he would return in three weeks to close the deal, the corporation's representative, Mr.D.J.Stewart, went away and never came back, and when seen at other points at different times kept putting Mr. Dickey off, until at the last the ranch was sold for taxes to his sister, who now holds it. The Autin brothers are now cultivating their own land again on Nesikep. The corporation supplied them with lumber, fencing and groceries worth about $400.00, to establish them on the Dickey Ranch. I cannot say what the exact amount was as all correspondence on ths subject was destroyed by fire last fall when the Indian Office was burnt.

Trusting that this matter will be arranged soon as the Indians are very impatient over the delay in getting it settled.

Your obedient servant,

The Secretary,
Department of Indian Affairs,
Ottawa.

Simon F. MacKay
(Simon F. MacKay)
for Indian Agent.

SM/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Ottawa. Sept.13th.1932.

Sir:-

The Department is now in receipt of placer bench leases No.416-John F.Davidson,417-A.S.F.Rankin,418-A.Neis and 419-Alvah B.Towns,the three leases Nos.416,417 and 418 being originally Nos.354,355 and 356 of the Nesikep Reserve,together with an application for the surface rights, signed by Messrs Rankin and Neis.

The Department is prepared to grant such surface rights on satisfactory terms and conditions(these being discussed in a separate letter),but the question of individual Indian compensation is in a very confused state and will have to be properly clarified before such leases can be prepared.

The lands in question all lie on the west side of the Fraser and apparently comprised the individual locations of two Indians-Johnny Antoine and Sampson Austin with whom Mr.Stewart the original applicant made an agreement to pay them the sum of $500,and such amount was duly received here in Dec.1928 and returned to the agent for distribution to these Indians.

Moreover,Mr.Stewart made a further agreement which is on file here,with the Indians,Antoine,Austin and Harvard Mack whereby the former stipulated that he would find for Austin Samson another piece of agricultural land to replace the portion taken for mining purposes,to supply lumber to the extent of $100 value,to replace the old church building on the said land,and to leave one acre of cemetery land untouched.

The situation is further complicated by the fact that the agent advises that the Austin brothers have re-occupied their Nesikep lands.

Kindly see that this question of Indian compensation is amicably settled between the Indians and the present applicants.

Yours very truly,

Actg.Secretary.
T.R.L.MacInnes.

Charles C.Perry
Asst.Indian Commissioner
Victoria. B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Ottawa. Sept.13th.1932.

Sir:-

I enclose copy of application for surface rights leases on the Nesikep Reserve from Messrs. Rankin and Neis and after consideration of your letters of Aug.12th.23rd and 27th.relating to this subject, the Department deems that the clauses of this application are somewhat unsatisfactory and should be amended as follows:-

1. 5% of the net value of all metals or minerals that are mined.
2. 75 cents for every cord of wood used.
3. This can stand at $1.00 per M.f.b.m.
4. Rental should be paid at the rate of $130 per annum
5. No objection to this, provided lessees have authority from Water Comptroller to use or divert water for hydraulic use.
6. Same as No.5.

If these terms are acceptable, lease will be prepared and sent you for consideration.

Yours very truly,

Actg.Secretary.
T.R.L.MacInnes.

Chas.C.Perry
Asst.Indian Commissioner
Victoria, B.C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
OCT 3 1932
RECORDS

IN YOUR REPLY REFER TO
No. 151/7/26463.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE
P. O. BOX 666
VICTORIA, B.C., September 28, 1932.

Sir:-

I have the honor to acknowledge receipt of Departmental letter No. 18165-52, in regard to the placer bench leases in the Nesikep Indian Reserve, Lytton Agency, in connection with which surface rights are being applied for by Messrs. Rankin and Neis, of Vancouver.

In reply I beg to say that I have carefully noted the Department's instructions in the two letters of even date on the subject and I purpose attending to this matter as early as possible. In the meantime, I should inform the Department that I have, this morning, received a call from Mr. Stuart representing the former lessees of Lease No. 156, File 18165-52, recently cancelled by the Department. He informs me that he is able to produce letters showing that about four months ago Mr. Rankin, one of the new applicants, offered to dispose of his leases by sale to Eastern interests and he purposes forwarding evidence of this direct to the Department. Mr. Stuart states he is aggrieved at the consequence of the decision of the Department to cancel the lease of the United Development Corporation Limited. Of course I am not in a position to make comment upon the merits or demerits of these representations, but since Mr. Rankin, in an interview a short time ago, informed me that he would not do business with Mr. Stuart because the latter approached him with a proposition which he regarded as a promotion scheme while he himself with his partner Mr. Neis were desirous of developing the leases as practical mining men, it is felt that the Department should at least be advised of the representations now made by Mr. Stuart and of his intention to communicate with the Department setting forth his views of the unfortunate situation which recently arose in regard to these leases.

noted

I shall report to the Department in due course in regard to the suggested new lease after I have interviewed the parties, unless I hear from the Department in the meantime giving other directions.

Your obedient servant,

P/KD.

Chas. C. Perry,
Asst. Indian Commissioner for B.C.

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy.

Texas Creek, Lillooet, B.C.,
Oct. 12th, 1932.

Mr. C.C. Perry,
Victoria, B. C.

Dear Mr. Perry:-

Your letter of the 6th instant just at hand. I have been here the past sixty days. Mr. Neis is in Edmonton at present. I expect him to call off at Lytton on his way back to Vancouver.

The Department at Ottawa seem to think that Antoine and the Austins went back on the part of the reserve that we made application for. They have done so, could not grow anything there. The Austins were living near a mile down river when Stewart got them to move as the acreage they had was very small. I was down there last week several times, well loaded with apples. They put up a small stock of hay. Nothing will grow, gravel to near surface and no water on our claims. I put up waternotices on the different people's ground and Mr. Neis attended to it in Vancouver. I dont know whether through Mr. Webb, I will write him to call at Lytton. The little differences in our application to your Department as to the price of wood that might be used and the percentage of gold taken out, can easily be adjusted. We prefer to do business with you rather than any amateurs that done know the business. I will be here until Neis comes will then let you hear from us.

Yours truly,

"A.S.F. Rankin"
Lillooet, B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
No. 151/7/26633.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666
VICTORIA, B.C., October 18, 1932.

DEPT. OF INDIAN AFFAIRS
OCT 24 1932
RECORDS

Sir:-

I have the honor to acknowledge receipt of two Departmental letters dated September 15th, ultimo, No. 18165-52, with reference to the application of Messrs. Rankin & Neis for surface rights on a portion of the Nesikep Indian Reserve No. 6, Lytton Agency.

In reply thereto I beg to say that I have been in touch by correspondence with Mr. Rankin who has for the past sixty days been located at Lillooet, B. C., also with his partner, Mr. Neis, who is in Edmonton. Copy of a letter received from Mr. Rankin, dated Lillooet, October 12th, is sent herewith for the Department's information. I may say I have also been in touch with the Indian Agent, Mr. Strang, who suggests that a meeting of all parties concerned take place on the Indian Reserve so that the matter can be gone into thoroughly both as to rental and compensation as soon as this can be arranged.

It will be obvious from the correspondence that this matter cannot be pursued further until this office is further advised by the applicants in regard thereto.

Your obedient servant,

P/KD.

Enclosure:-

Chas. C. Perry,
Asst. Indian Commissioner for B.C.

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Minister's Office

MEMORANDUM

C.

Oct. 11th, 1932.

Mr. Williams.

The Minister would like you to return the attached letter from Mr. D.J. Stewart, of Vancouver, together with a draft reply, and also to furnish him with a memorandum stating if a new lease has been issued to another party or parties.

Enc.

Private Secretary.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, Oct. 13 1922

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 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

For the Minister

E.A.D.

OTTAWA, October 28, 1932.

Dear Sir:-

I beg to acknowledge the receipt of your letter of the 30th ultimo, concerning the recent cancellation by this Department of the lease of the surface rights in connection with placer mining leases 354, 355 and 356, Nesikep Indian Reserve.

The mining regulations of this Department with respect to Indian lands in the Province of British Columbia, provide that the lease of surface rights of lands in Indian Reserves shall be conditional upon the issue of provincial mining leases covering such lands and, in the present case, on the 17th of October last year, the provincial mining leases 354, 355 and 356 were declared forfeited by the British Columbia Government under the provisions of Section 110, subsection 5 of the "Placer Mining Act" of the province. The cancellation of the lease of the surface rights issued by this Department could not be revoked unless the provincial mining leases were reinstated and, therefore, it is not within the power of this Department to re-issue a lease of the surface rights as requested.

Yours very truly,

(Minister's signature)

D. J. Stewart, Esq.,
c/o Walter F. Evans, Ltd.,
Devonshire Hotel,
Vancouver,
B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr. Stewart

Ottawa, November 3. 1932.

Dear Sir,-

I beg to acknowledge the receipt of your recent letter concerning the cancellation by this Department of lease of the surface rights in connection with placer mining leases 354, 355 and 356, Bonikep Indian Reserve.

The mining regulations of this Department with respect to Indian lands in the Province of British Columbia, provide that the lease of surface rights of lands in Indian Reserves shall be conditional upon the issue of provincial mining leases covering such lands and, in the present case, on the 17th of October last year, the provincial mining leases 354, 355 and 356 were declared forfeited by the British Columbia Government under the provisions of Section 110, subsection 5 of the "Placer Mining Act" of the province. The cancellation of the lease of the surface rights issued by this Department could not be revoked unless the provincial mining leases were reinstated and, therefore, it is not within the power of this Department to reissue a lease of the surface rights as requested.

Yours very truly,

D. J. Stewart, Esq.,
c/o Walter F. Evans, Ltd.,
Devonshire Hotel,
Vancouver,
B. C.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Lillooet B.C.
Ist Nov -32

Indian Agent
Lytton B.C.
Dear Sir;
Below is a copy of Free miners Certificate issued to me which I certify is correct ;

BRITISH COLUMBIA

FREE MINERS CERTIFICATE

No 61606 D Not Transferable

THIS IS TO CERTIFY that John . B. Harstone of Calgary Alta has paid me the sum of Five ---------- ** dollars and is entitled to all the rights and privileges of a free miner ,from midnight on the * 14th day of June ---------- 1932 ,until midnight on the thirty first day of May 1933.
Issued at Kamloops
15/6/32

sgd. Cg Dalgleish
Deputy Mining Recorder

Trusting this fills the rquirements
yours truly
J.B. Harstone

J. B. Harstone

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 61606 D,

Date 14th June, 1932.

Province British Columbia,

Agency Lytton,

Date November 4th, 1932.

To whom it may concern:

Permission is hereby given to J. B. Harstone

of the Calgary, Alberta,

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep Lytton No. 6

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Strang
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

BANK RECEIPT No. 6750

Amt. $5.00 pmo.

Date Nov. 9 1932 19

DEPARTMENT OF INDIAN AFFAIRS RECEIVED

Entered Journal No. 27 Folio 123 Jos

Dept. Receipt No. 151

ACCOUNTANTS BRANCH NOV

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12898-C-15/6

Lytton, B. C.,

Nov. 4th, 1932.

Sir:-

I herewith beg to enclose Money Order for $5.00 from one Mr. J. B. Harstone, for a prospector's permit to prospect on Nesikep Indian Reserve Lytton No.6, for gold, together with copy of his Free Miner's Certificate.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 68931 D.

Date Nov. 16th. 1932.

Province British Columbia.

Agency Lytton.

Date November 19, 1932.

To whom it may concern:

Permission is hereby given to George W. Gates

of the Ex city of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikepk Indian Reserve Lytton No. 6

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 68931 D. NOT TRANSFERABLE.

THIS IS TO CERTIFY that George W. Gates..... of Vancouver, B. C.....has paid me the sum of Two.....and.....75/100.Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X ..15th day of November, 1932, until midnight on the thirty-firest day of May, 1933.

Issued at.....Vancouver.....

16th November, 1932.

R. A. Burgoyne
Signature of Officer issuing same.

6

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 68931 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12983-C-15/6

Lytton, B. C.,

Nov. 28, 1932.

Sir:-

I herewith beg to enclose $5.00 being fee for prospector's permit paid by George W. Gates for permission to prospect on Nesikep Indian Reserve Lytton No. 6, together with a copy of his Free Miner's Certificate and of the Prospector's Permit issued to him.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

BANK RECEIPT No. 8595

Amt. $5.00 paid,

DEPT. OF INDIAN AFFAIRS
DEC 2 1900

Date G.M.M. 19

Entered Journal No. 27 Folio 127 pr 8

Lands Mt 4

Agent 151

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
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

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SANFRANCISCO CALIF 11 1017A

Dept. of Immigration and Colonization
APR 11 1933
Office of the Private Secretary.

MINISTER OF MINES

246

OTTAWA ONT

ANTICIPATE FINANCING PLACER CLAIMS KNOWN NESEKIP INDIAN RESERVATION FRAZER RIVER NEAR LYTTON BRITISH COLUMBIA STOP WOULD APPRECIATE ANY DATA YOU HAVE AS TO WORTHINESS OF PROJECT AND PROBLEMS CONNECTED THEREWITH STOP HAS GOVERNMENT RELEASED CLAIMS FOR MINING AND IS GROUND VIRGIN STOP REPLY NIGHTLETTER COLLECT

VERNER ALLEN 338 RUSS BLDG.

For Prompt Service - Call
Queen 4500 - Queen 5280-1
Cor. Sparks and Metcalfe Streets

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

Minister's Office

MEMORANDUM

Immediate

Lauck

C.

DEPT. OF INDIAN AFFAIRS
APR 15 1933
RECORDS

April 12th, 1933.

Dr. McGill.

The office of the Acting Minister of Mines has sent me the attached telegram from Verner Allen, of 338 Russ Building, San Francisco. The same is referred to you for reply.

Enc.

Private Secretary.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NIGHT LETTER

Form 6107, replacing Form N.L.

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. 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

COLLECT.

Verner Allen
338 Russ Bldg.
San Francisco. CALIFORNIA.

Ottawa. April 15th.1933.

Your telegram of eleventh regarding placer claims on Nesikep Indian Reserve referred to this Department for attention.STOP. Indian Department only controls surface rights of placer claims that have been granted by British Columbia Gold Commissioner on Indian Reserves STOP Cannot therefore advise you as to worthiness of project nor express opinion on mining problems.

A.F.MacKenzie.
Secretary.
Dept.of Indian Affairs.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 53286D. Not Transferable.

THIS IS TO CERTIFY that Ambrose B. Singleton of Calgary, Alta. has paid me the sum of Two --------50 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 15th day of December 1932, until midnight on the thirty-first day of May, 1933.

Issued at Lillooet.

"T.B. Williams".
Deputy Mining Recorder.

Certified Copy.
Free miner's certificate
A. Shang
Indian Agent

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

PROSPECTORS PERMIT.

Miners Certificate — Province B. C.

No53286- D. — Agency Lytton,

Date December 15th, 1932. — Date May18th, 1933.

To Whom it may concern:-

Permission is hereby given to Ambrose B.Singleton, of the City of Calgary of the Province of Alberta. to prospect (either surface or subterrean) for mineral deposits (precious metals only) on the Lytton Indian Reserve (Nesikep) No.6. for a term of one year from the above date , with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee :- $5.00.

A. Strang
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 61607D Not Transferable.

THIS IS TO CERTIFY that R.W. Ward of Calgary, Alta. has paid me the sum of Five --------dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 14th day of June 1932, until midnight on the thirty-first day of May, 1933.

Issued at KAMLOOPS

15/6/32.

"D.G. Dalgleish"

Deputy Mining Recorder.

Certified Copy.
Free miner's certificate
A. Strang
Indian Agent

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

PROSPECTORS PERMIT.

Miners Certificate, Province .B.C.... ...

No..61607-D Agency Lytton,

Date June 14thm 1932 Date May 18th, 1933.

To Whom it may concern:

Permission is hereby given to R.W. Ward.

of Calgary, Alberta.

To prospect (either surface or subterranean) for mineral deposits (precious metals only) on the

Lytton, Indian Reserve (Nesikep) No.6.

for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:-- $5.00.

.....A. Strang.....
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C
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BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 61608D. Not Transferable.

THIS IS TO CERTIFY that T.M. Carlyle,
of Calgary, Alta. has paid me the sum of
-------Five ---------dollars, and is entitled to all the
rights and privileges of a Free Miner, from midnight
on the 14th day of June, 1932, until minight on
the 31st day of May 1933.
Issued at Kamloops,
15/6/32.

"D.G. Dalgleish".
Deputy Mining Recorder.

Certified Copy.
Free Miner's Certificate
A. Skang
Indian Agent

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

PROSPECTORS PERMIT.

Miners Certificate, Province B. C.
No. 61606-D. Agency Lytton,
Date, June 14th, 1932. Date May 18th, 1933.

To whom it may concern:--
Permission is hereby giv en to F.M. Carlyle,
of the City of Calgary
in the Province of Alberta,
to prospect (either surface or subterrean) for mineral
deposits (precious metals only) on the
Lytton Indian Reserve (Nesekip) No. 6. for a term
of one yearfrom the above mentioned date , with a view
to obtaining a mining location for the same in accordance
with the Indian Mineral Regulations.

Recording Fee:-- $5.00.

A. Shang
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINERS CERTIFICATE

No.71308 D

This is to certify that T.A. Horne brook
of Calgary Alberta has paid me the sum
of Five & 25¢ Dollars and is entitled thex to all
rights and privileges of a free Miner, from Midnight on
the 17th day of May 1933. until midnight on the thirty
first day of May 1934.
issued at Lillooet

T.B. Williams
signatureOfficer issueing same

Certified copy. free miners licence.

A. Strang
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

PROSPECTORS PERMIT.

Miners Certificate
~~Entrx~~ No, 71308-D
Date May 17 th, 1933.

Province B.C.
Agency Lytton,
Date May 18th, 1933.

To whom it may concern:-

Permission is herby given to. T. A. Hornebrook,
of the Town of Calgary of the Province of Alberta.
to prospect (either surface or subterrean) for minerals
deposits (precious metals only) on the
Lytton Indian Reserve (Nesikep) No.6. for a term of ~~xxxxxx~~
one yearfrom the above mentioned date , with a to
obtaining a mining location for the same in accordance
with the ~~x~~ Indian Mineral Regulations.
Recording Fee:- $5.00.

A. Strang
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

14372.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
May 22, 1933.

Sir,

I beg to enclose herewith cheque and money orders amounting to $35.00, being for Prospectors' Permits, together with copies of these permits and copies of Free Miner's Certificates:

T.A. Hornebrook, - Nesikep, Lytton No. 6 - (Credit Band Funds.)

F.M. Carlyle, - Nesikep, Lytton No. 6 - (Credit Band Funds.)

151

R.W. Ward, - Nesikep, Lytton No. 6 - (Credit Band Funds.)

A.B. Singleton, - Nesikep, Lytton No. 6 - (Credit Band Funds).

377 ✓ L.A. Harvey, ✓ - Bridge River I.R. No.1- (Credit Band Funds.) 18165-60

405 ✓ A.F. Noel, ✓ - Cayoosh Cr. I.R. No. 1- (Credit Band Funds.) 18165-56

342 ✓ Albin Sundstrom ✓ - Fountain I.R. #3 - (Credit Band Funds.) 18165-58

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

BANK RECEIPT No. 3054

Amt. $ 20.00 pmo.
5.00 pmo.
10.00 chg

Date [illegible] 19..

DEPT. OF INDIAN AFFAIRS
MAY 27 1933
RECORDED

Entered Journal No. 71 Folio 111

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 77757 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that A. S. F. Rankin.....
of Vancouver, B. C., has paid me the sum
of Five dollars, and is entitled to all the rights and
privileges of a Free Miner, from midnight on the X 31 day
of May,.....1933, until midnight on the thirty-first
day of May, 1934.

Issued at VANCOUVER

31 MAY 33.

R. A. Burgoyne
Mining Recorder
Vancouver.
Signature of Officer issuing same

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate #77757 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 77757

Date May 31, 1933

Province British Columbia

Agency Lytton

Date October 10, 1933

To whom it may concern:

Permission is hereby given to A.S.F.Rankin

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep Lytton No. 6

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

15146-C-15/6

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Oct. 10, 1933.

Sir:-

I herewith beg to enclose Money Order No. 6984 amounting to $5.00 being fee for permit to prospect on Nesikep Indian Reserve Lytton No. 6, a copy of Free Miner's Certificate No. 77757 D, and a copy of the permit issued for A. S. F. Rankin.

Please credit the funds of the Lytton Band.

Trusting that these will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

BANK RECEIPT No. 3179

Amt. $5.00 p.m.

DEPT. OF INDIAN AFFAIRS
OCT 16 1953

Date [illegible] 19.

Entered Journal No. 27 Folio 155 [illegible]

C.A.U.

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

NO. 79646 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that Fred A. Schilling of Vancouver, B. C., has paid me the sum of Two --- 75/100, dollars, andiis entitled to all the rights and privileges of a Free Miner, from midnight on the X 23rd day of November, 1933, until midnight on the thirty-first day of May, 1934.

Issued at Lillooet.

T. B. Williams
Signature of Officer issuing same
Dep. Mining Recorder.

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 79646 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 79646 D

Date November 23, 1933.

Province British Columbia

Agency Lytton

Date December 5th, 1933.

To whom it may concern:

Permission is hereby given to Fred. A. Schilling

of the city of Vancouver

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bashkop Lytton No. 6

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Strang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

16324-C-15/6

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Dec. 6th, 1933.

Sir :-

I herewith beg to enclose my cheque for $5.00, No.024039 , being fee for permit to prospect on Nesikep Indian Reserve Lytton No. 6, from Fred. A. Schilling, together with copy of his Free Miner's certificate and one of the permit issued.

Please credit the funds of the Lytton Band.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Ypur obedient servant,

A. Strang

(A. Strang)
Indian Agent.

INDIAN AFFAIRS
DEC 13 1933

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-52

BANK RECEIPT No. 7476

Amt. $5.00 chq

DEPT. OF INDIAN AFFAIRS
DEC 1933
RECEIVED

Date 1 Dec 1933 19

Entered Journal No. 18 27 Folio 278 U.A.N.

Lamphs
Agency

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 94625

Date May 31st, 1934.

Province of British Columbia.

Agency Lytton.

Date June 1st, 1934.

To whom it may concern:

Permission is hereby given to J. B. Harstone

of the town of Lillooet,

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nesikep Lytton No. 6

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 94625 D

NOT TRANSFERABLE.

This is to certify that John B. Harstone of Lillooet, B. C., has paid me the sum of Five.....Dollars, and is entitled to all the rights and privileges of a free miner from midnight on the 31st day of May, 1934, until midnight on the 31st day of May, 1935.

Issued at Lillooet

Sgd. T.R. Williams
signature of officer issuing same.
Depty. M.R.

Certified a true copy of Free Miner's Certificate #94625 D.

M.E. Dewell
Clerk.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17878-C-15/6

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

June 1st, 1934.

Acct

Sir:-

I herewith beg to enclose cheque No. A 042688 amounting to $5.00 as fee for a permit to prospect on Nesikep Indian Reserve Lytton No. 6, from John B. Harstone, together with copies of his Free Miner's Certificate and of the permit issued.

Dep. No A 4288
Gen. Ms

Please credit the band funds of the Lytton Band, with this amount.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

Representative of the Treasury

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-52

BANK RECEIPT No. 2300

Amt. 5 00

Date June 5 1934

Entered Journal No. 27 Folio 350

DEPT. OF INDIAN AFFAIRS
JUN 6 1934
RECORDS

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Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

British Columbia

FREE MINER'S CERTIFICATE

No. 92180 D Not transferable

THIS IS TO CERTIFY that...A.S.F. Rankin.....
of Vancouver, B.C..., has paid me the sum
of ...five------/xx dollars, and is entitled to all the rights
and privileges of a Free Miner from midnight on the x...31....
day of ...May....., 19.34.., until midnight on the thirty-first
day of May, 19.35..

Issued at..Vancouver.....

R. A. Burgoyne
.....
Signature of Officer issuing same.

x- Insert here the date of the day immediately preceding the day on which certificate is taken out.

MINING RECORDER

Certified Correct
A. Strang

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 92180 D

Date May. 31 1934

Province British Columbia

Agency Lytton

Date Oct. 16. 1934

To whom it may concern:

Permission is hereby given to A.S F. Rankin

of the city of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Nisikep Indian Reserve Lytton No.6

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

D. Strang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton B.C.

Oct. 16 1934

Dear Sir:

Enclosed herewith please find copy of Prospectors Permit issued to A.S.F. Rankin together with fee of five dollars ($5.00), and a certified copy of applicants Free Miner's License No. 92180 D.

Please credit the funds of the Lytton Band.

Trusting that these will be found in order.

I have the honour to be

Sir

Your obedient servant

A. Strang

A. Strang
Indian Agent

The Secretary
Department of Indian Affairs
Ottawa
Ont.

Representative of the Treasury,
OCT 30 1934
INDIAN AFFAIRS

AS/JC

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-52

BANK RECEIPT No. 6302

Amt. $5.00 clg

DEPT. OF INDIAN AFFAIRS
OCT 30 1934
RECORDS

Date 19

Entered Journal No. 28 Folio 12

151

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

G. BRUCE DUNCAN
Barrister & Solicitor
Cable Address "Pleadings"

TELEPHONE TRIN 2709
HALL BUILDING
VANCOUVER, B.C.

DOMINION OF CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT:)

I, GEORGE BRUCE DUNCAN, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing at the City of Vancouver in the said Province, do hereby certify that the paper writings hereunto annexed are true copies of Placer Mining Lease No. 419, dated 11th January 1932, executed by Lewis J. Price, Gold Commissioner for the Lillooet Mining Division as Lessor, in favour of Alvah B. Towns, as Lessee, and an Assignment of the said Lease dated 30th November 1932 executed by the said Alvah B. Towns as Assignor, in favour of Anthony Neis as Assignee, the said Lease and Assignment having been produced to me out of the custody of W. D. Carter, Official Administrator for the County of Vancouver, the said copies having been compared by me with the said original documents, an act whereof being requested I have granted under my Notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at the City of Vancouver aforesaid, this 30th day of January, A.D.1935.

G. B. Duncan.

A Notary Public.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

ASSIGNMENT

In consideration of the sum of One Dollar and other valuable consideration I hereby assign, transfer and set over unto Anthony Neis, F.M.C. of the City of Vancouver, Province of British Columbia, his heirs, executors, administrators and assigns, all my right title and interest in and to the attached Placer Mining Lease No. 419 and in the Mining Property therein described and I hereby covenant that I have a good title to the said Lease and the right to transfer the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 30th day of November A.D.1932.

Witness "John H. Patterson"

"A. B. Towns"

Recorded at Lillooet in the
Lillooet Mining Division
this 18 day of March 1933.

"T.B.Williams"

Dep. Mining Recorder.

PLACER MINING LEASE.

This Indenture made the eleventh day of January, in the year of our Lord one thousand nine hundred and thirty-two, BETWEEN Lewis J. Price Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND Alvah B. Towns who, with his executors, administrators and assigns (*or* successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep Indian Reserve No. 6, commencing at a post marked No. 1, placed on the right bank of the Fraser River, adjoining the No. 2 post of Bench Lease No.418; thence north-westerly 1500 feet to post No. 2; thence westerly 1500 feet to post No. 3; thence southerly 1500 feet to post No. 4; thence easterly 1750 feet to point of commencement as shown on plan attached hereto.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act," "Mineral Act," "Placer-mining Act," or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of Twenty years from the date of these presents, yielding and paying therefor during the said term the yearly rent of Twenty-five - - - - - - - dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenant s with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars at least in each and every year during the continuance of the said term: Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee hereby further covenant s with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee in connection with the workings: Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of

"E.E.Cory"

"L.J. Price" (seal)
Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of

"H.Bert Montgomery"

"Alvah B. Towns"
Per
"Anthony Neis" (Seal)
Lessee.

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PUBLIC ARCHIVES
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rent hereinbefore reserved, on the respective days and in the manner hereinbef
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done in any year during the said term, or if default shall be made by the lessee
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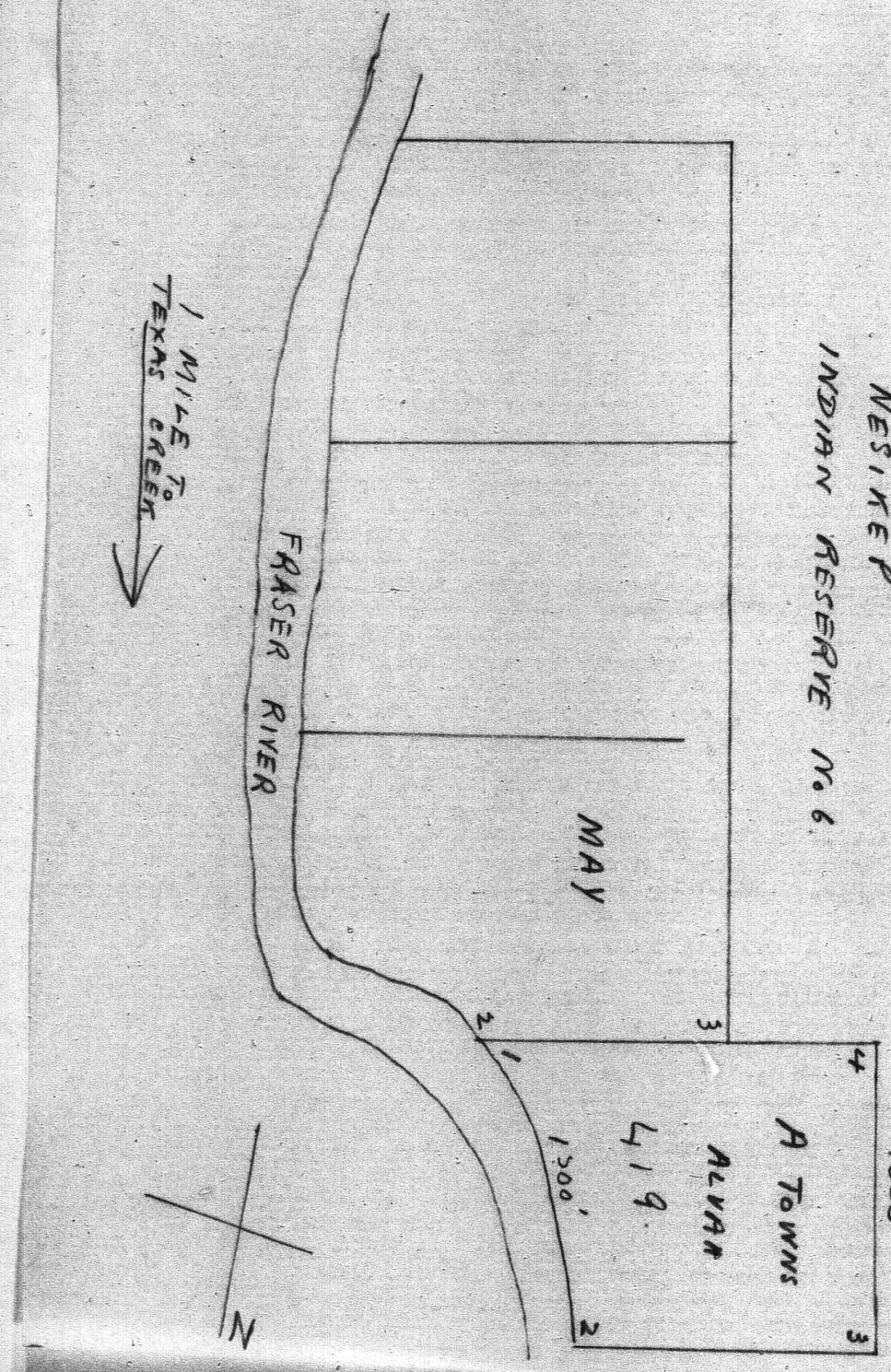
for work done or improvements made on the said premises.

In Witness Whereof, the parties hereto have hereunto set their hands a
and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of "E.E.Cory" — "L.J. Price", Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of "H.Bert Montgomery" — "Alvah B. Towns" Per "Anthony Neis", Lessee.

PLAN



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CANADA

File No. 419

LEASE No. 419

PLACER MINING LEASE.

Lewis J. Price
Gold Commissioner.

TO

Alvah B. Towns

Dated January 11th, *19*32.
Nesikep Indian Reserve No.6
Fraser River

Lillooet *District.*

For a term of Twenty *years.*

Annual rental, $ 25.00

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

2M-628-2467

"Alvah"

ASSIGNMENTS

TRANSFERRED TO:

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

G. BRUCE DUNCAN
Barrister & Solicitor

Cable Address 'Pleadings'

TELEPHONE TRIN 2709

HALL BUILDING
VANCOUVER, B.C.

DOMINION OF CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT:)

I, GEORGE BRUCE DUNCAN, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing at the City of Vancouver in the said Province, do hereby certify that the paper writing hereunto annexed is a true copy of Placer Mining Lease No. 418, dated 11th January 1932, executed by Lewis J. Price, Gold Commissioner for the Lillooet Mining Division as Lessor, in favour of Anthony Neis as Lessee, the said Lease having been produced to me out of the custody of W. D. Carter, Official Administrator for the County of Vancouver, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at the City of Vancouver aforesaid, this 30th day of January, A.D.1935.

G. B. Duncan.
A Notary Public.

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PLACER MINING LEASE.

This Indenture made the eleventh day of January, in the year of our Lord one thousand nine hundred and thirty-two, BETWEEN Lewis J. Price Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND Anthony Neis who, with his executors, administrators and assigns (*or* successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep Indian Reserve No. 6, commencing at a post marked No. 1 and placed on the right bank of the Fraser River, adjoining the No. 2 post of Bench Lease No. 417; thence north-westerly 1500 feet to post No. 2; thence westerly 2300 feet to post No. 3; thence southerly 1500 feet to post No. 4; thence easterly 2300 feet to point of commencement as shown on plan attached hereto.

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the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act," "Mineral Act," "Placer-mining Act," or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of Twenty years from the date of these presents, yielding and paying therefor during the said term the yearly rent of Twenty-five - - - - - - - dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenant s with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars at least in each and every year during the continuance of the said term: Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee hereby further covenant s with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee in connection with the workings: Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of

"E. E. Cory"

"L. J. Price" (seal)
Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of

"H. Bert Montgomery"

"Anthony Neis" (seal)
Lessee.

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In Witness Whereof, the parties hereto have hereunto set their hands
and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of

"E. E. Cory"

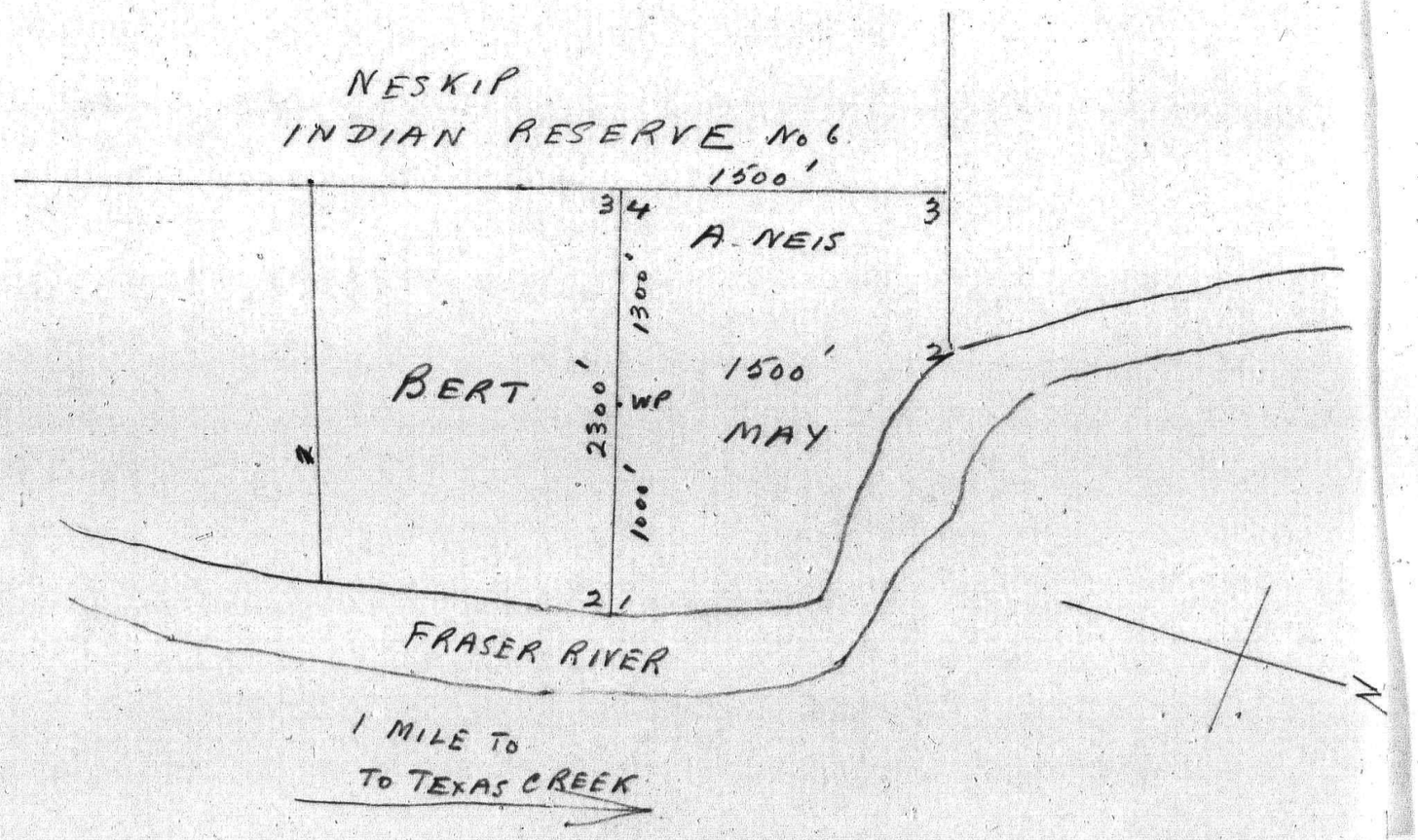
"L. J. Price"
Gold Commissioner

Signed, sealed, and delivered by the within-named Lessee in the presence of

"H. Bert Montgomery"

"Anthony Neis"
Lessee.

PLAN



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CANADA

File No. 418

LEASE No. 418

PLACER MINING LEASE.

"Lewis J. Price
Gold Commissioner.

TO

Anthony Neis

Dated January 11th, *19* 32

Nesikep Indian Reserve No.6

Fraser River

Lillooet *District.*

For a term of Twenty *years.*

Annual rental, $ 25.00

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

2M-628-2467

"May"

ASSIGNMENTS

TRANSFERRED TO:

BRUCE DUNCAN
Barrister & Solicitor

Cable Address "Pleadings"

TELEPHONE TRIN 2709

HALL BUILDING
VANCOUVER, B.C.

DOMINION OF CANADA)
)
PROVINCE OF BRITISH COLUMBIA)
)
TO WIT:)

I, GEORGE BRUCE DUNCAN, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing at the City of Vancouver in the said Province, do hereby certify that the paper writing hereunto annexed is a true copy of Placer Mining Lease No. 417, dated 11th January 1932, executed by Lewis J. Price, Gold Commissioner for the Lillooet Mining Division as Lessor, in favour of A. S. F. Rankin as Lessee, the said Lease having been produced to me out of the custody of W. D. Carter, Official Administrator for the County of Vancouver, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at the City of Vancouver aforesaid, this 30th day of January, A.D.1935.

G. B. Duncan.

A Notary Public.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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PLACER MINING LEASE.

This Indenture made the eleventh day of January, in the year of our Lord one thousand nine hundred and thirty-two, BETWEEN Lewis J. Price Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND A.S.F. Rankin who, with his executors, administrators and assigns (*or* successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep Indian Reserve No.6, commencing at a post marked No. 1, placed on the right bank of the Fraser River, adjoining the No. 2 post of Bench Lease No.416; thence northerly 1500 feet to post No. 2; thence westerly 2300 feet to post No.3; thence southerly 1500 feet to post No. 4; thence easterly 2300 feet to point of commencement as shown on plan attached hereto.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act," "Mineral Act," "Placer-mining Act," or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of Twenty years from the date of these presents, yielding and paying therefor during the said term the yearly rent of Twenty-five - - - - - - - dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenant S with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars at least in each and every year during the continuance of the said term: Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee hereby further covenant S with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee in connection with the workings: Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of "E.E.Cory" — "L. J. Price" (seal)
Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of "A.Neis" — "A.S.F. Rankin" (seal)
Lessee.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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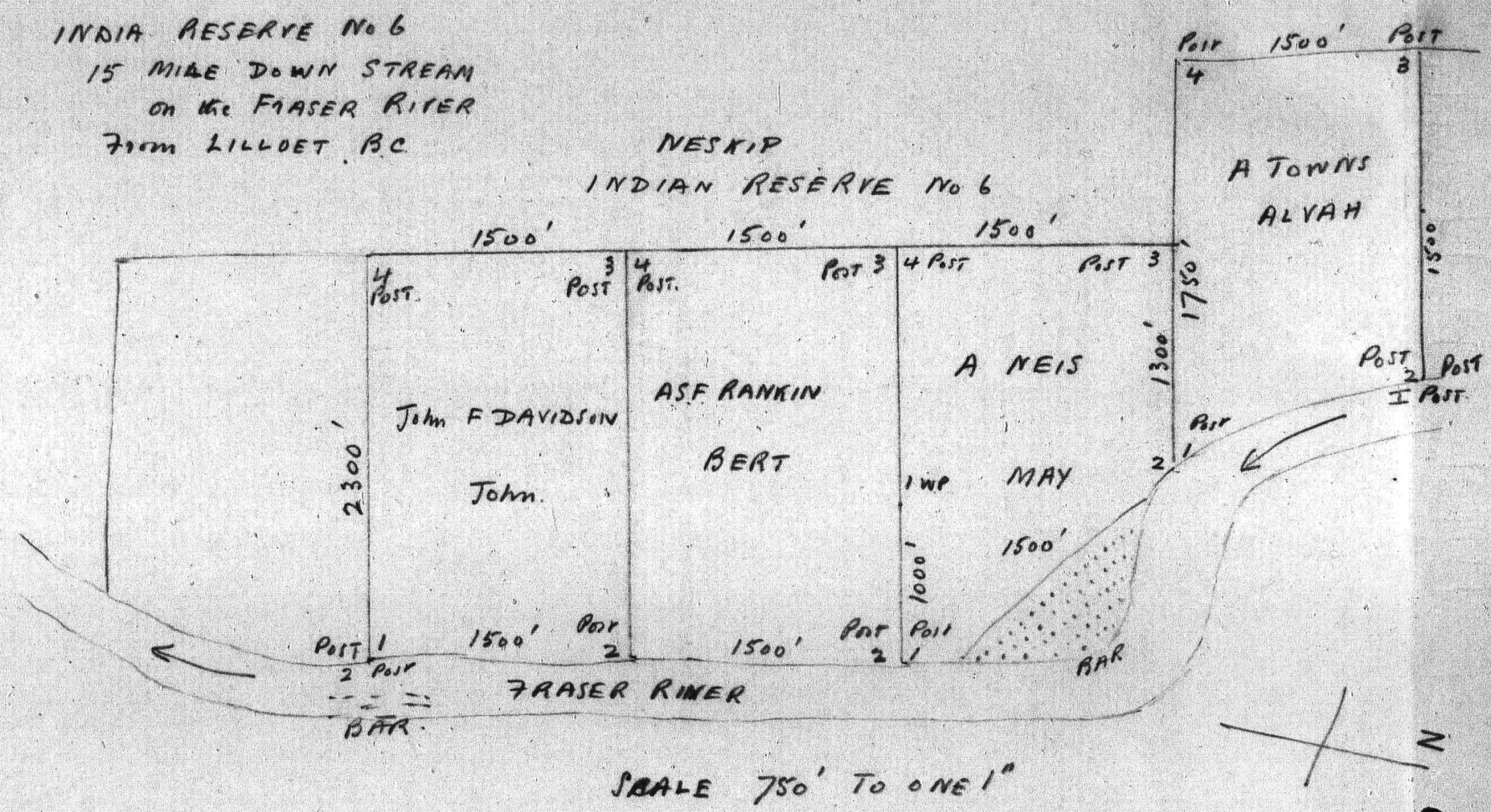

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without any entry, declaratio
of law or equity to the contra
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for work done or improvemen

In Witness Whereof, th
and year first abov

Signed, sealed, and delivered
the within-named Lessor in
presence of

"E.E.Cory"

Signed, sealed, and delivered
the within-named Lessee in
presence of

"A.Neis"

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

File No. 417
LEASE No. 417

PLACER MINING LEASE.

Lewis J. Price
Gold Commissioner.

TO

A.S.F. Rankin

Dated January 11th, *19*32
Nesikep Indian Reserve No.6
Fraser River

Lillooet *District.*

For a term of Twenty *years.*

Annual rental, $ 25.00

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

2M-828-2467

"Bert"

ASSIGNMENTS

TRANSFERRED TO:

BRUCE DUNCAN
Barrister & Solicitor

Cable Address 'Pleadings'

TELEPHONE TRIN. 2709

HALL BUILDING
VANCOUVER, B.C.

DOMINION OF CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT:)

I, GEORGE BRUCE DUNCAN, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing at the City of Vancouver in the said Province, do hereby certify that the paper writings hereunto annexed are true copies of Placer Mining Lease No. 416, dated 11th January 1932, executed by Lewis J. Price, Gold Commissioner for the Lillooet Mining Division as Lessor, in favour of John F. Davidson, as Lessee, and an assignment of the said Lease dated 30th November 1932, executed by the said John F. Davidson as Assignor, in favour of Anthony Neis, as Assignee, the said Lease and Assignment having been produced to me out of the custody of W. D. Carter, Official Administrator for the County of Vancouver, the said copies having been compared by me with the said original documents, an act whereof being requested I have granted under my Notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at the City of Vancouver aforesaid, this 30th day of January, A.D.1935.

G B Duncan.
A Notary Public.

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ASSIGNMENT

In consideration of the sum of One Dollar and other valuable consideration I hereby assign, transfer and set over unto Anthony Neis, F.M.C. of the City of Vancouver, Province of British Columbia, his heirs, executors, administrators and assigns, all my right title and interest in and to the attached Placer Mining Lease No. 416 and in the Mining Property therein described and I hereby covenant that I have a good title to the said Lease and the right to transfer the same.

IN WITNESS WHEREOF I have hereunto set my hand and seal this 30th day of November A.D.1932.

Witness:

"A. B. Towns"

"John F.Davidson" (seal)

Recorded at Lillooet in the
Lillooet Mining Division
this 18 day of March 1933.

"T.B.Williams"
Dep. Mining Recorder.

PLACER MINING LEASE.

This Indenture made the eleventh day of January, in the year of our Lord one thousand nine hundred and thirty-two, BETWEEN Lewis J. Price Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND John F. Davidson who, with his executors, administrators and assigns (*or* successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep Indian Reserve No. 6, commencing at a post marked No. 1, placed on the right bank of the Fraser River one and one-half (1½) miles below the mouth of Texas Creek and its confluence with the Fraser River; thence northerly 1500 feet to post No. 2; thence westerly 2300 feet to post No. 3; thence southerly 1500 feet to post No.4; thence easterly 2300 feet to point of commencement as shown on plan attached hereto.

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the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act," "Mineral Act," "Placer-mining Act," or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of Twenty years from the date of these presents, yielding and paying therefor during the said term the yearly rent of Twenty-five - - - - - - - dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenant S with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars at least in each and every year during the continuance of the said term: Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee hereby further covenant s with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee in connection with the workings: Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

In Witness Whereof, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of

"E.E.Cory"

"L.J. Price" (seal)
Gold Commissioner.

Signed, sealed, and delivered by the within-named Lessee in the presence of

"H.Bert Montgomery"

"John F.Davidson"
p
"Anthony Neis" (seal)
Lessee.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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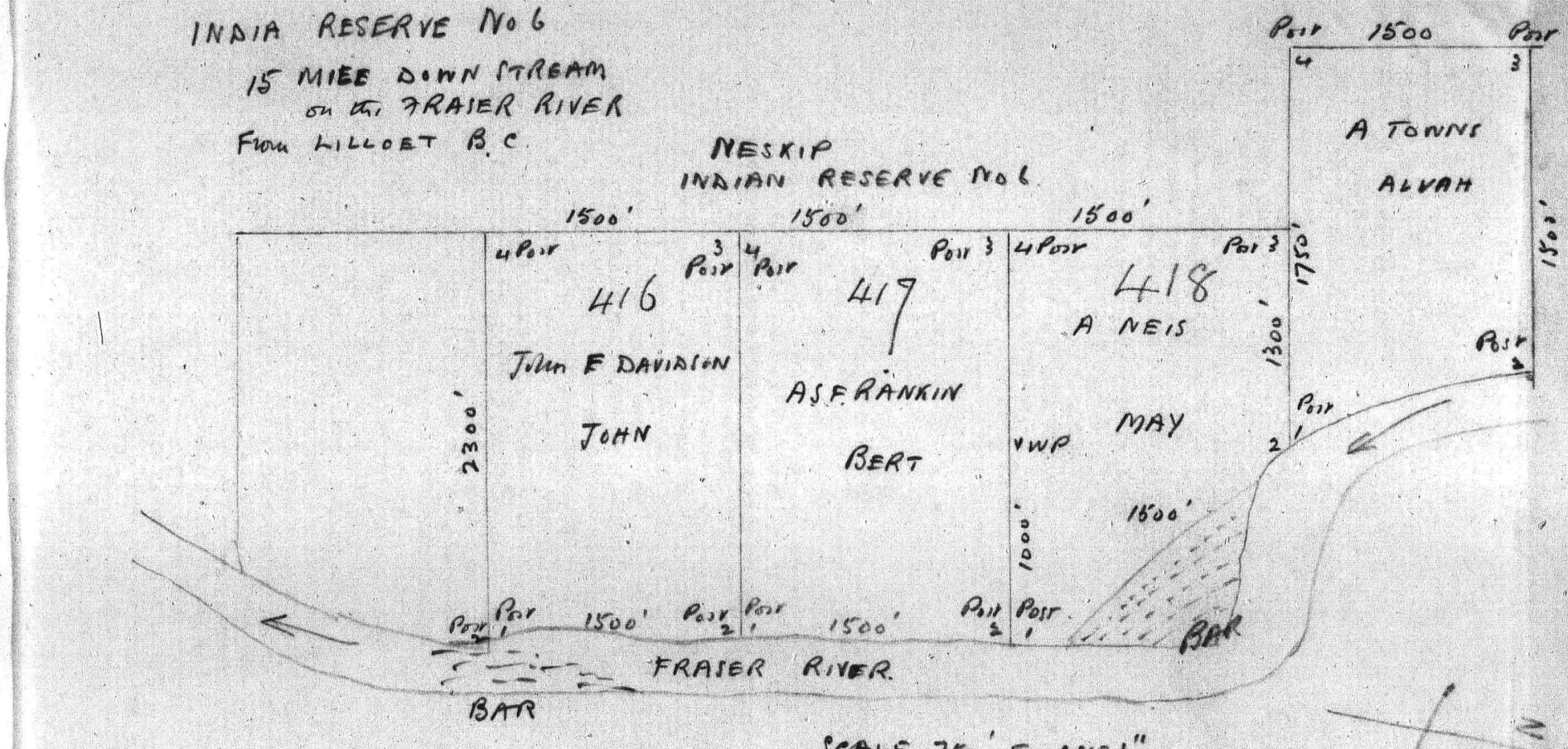

416

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of law or equity to the con
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In Witness Whereof
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presence of

"E.E.Cory"

Signed, sealed, and delive
the within-named Lesse
presence of

"H.Bert Mon

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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File No. 416

LEASE No. 416

PLACER MINING LEASE.

Lewis J. Price
Gold Commissioner.

TO

John F. Davidson

Dated January 11th, *19* 32

Nesikep Indian Reserve No. 6
Fraser River
Lillooet *District.*

For a term of Twenty *years.*

Annual rental, $ 25.00

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

2M-628-2467

"John"

ASSIGNMENTS

TRANSFERRED TO:

"Anthony Neis" (all interest)

G. BRUCE DUNCAN
Barrister & Solicitor

Cable Address "Pleadings"

TELEPHONE TRIN. 2709

HALL BUILDING
VANCOUVER, B.C.

DOMINION OF CANADA)
PROVINCE OF BRITISH COLUMBIA)
TO WIT:)

I, GEORGE BRUCE DUNCAN, a Notary Public in and for the Province of British Columbia, by Royal Authority duly appointed, residing at the City of Vancouver in the said Province, do hereby certify that the paper writing hereunto annexed is a true copy of Placer Mining Lease No. 456, dated 21st December 1932, executed by Lewis J. Price, Gold Commissioner for the Lillooet Mining Division as Lessor, in favour of George W. Gates as Lessee, the said Lease having been produced to me out of the custody of W. D. Carter, Official Administrator for the County of Vancouver, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my Notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and seal of office at the City of Vancouver aforesaid, this 30th day of January, A.D.1935.

G. B. Duncan.

A Notary Public.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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PLACER MINING LEASE.

THIS INDENTURE made the twenty-first day of December in the year of our Lord one thousand nine hundred and thirty-two, Between Lewis J. Price, Gold Commissioner for the Lillooet Mining Division, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, AND George W.Gates, who, with his executors, administrators and assigns, (or successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee has given and posted all notices required by the "Placer Mining Act" and amending Acts, obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, deposited with the lessor the sum of twenty dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease for mining purposes of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained, and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, as he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the Lillooet Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Nesikep I.R. No. 6,

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Commencing at a post marked No. 1, and placed at the S.E. Corner of Bench Lease No. 416; thence 1500 feet in a southerly direction to Post No. 2; thence 2300 feet westerly direction to Post No. 3; thence 1500 feet northerly direction to post No. 4; thence 2300 feet easterly direction to point of commencement as shown on plan attached hereto, the demise herein contained being subject, however, to all such prior rights of other persons as may exist by law under the "Land Act", "Mineral Act," "Placer Mining Act", or any other Provincial or Dominion Statute having force or effect in the premises; also the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; also all rights-of-way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon, or under any part of the said premises, and the power to enter and make or repair the same.

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of Nineteen years from the date of these presents, yielding and paying therefor during the said term the yearly rent of Twenty-five dollars, payable yearly in advance to the person acting as Mining Recorder for the Lillooet Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby covenants with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits

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CANADA

or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the Province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a thoroughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act", in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised or in such manner as shall conduce to the development of the same, a sum of two hundred and fifty dollars, at least in each and every year during the continuance of the said term; Provided, always, that these presents are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of two hundred and fifty dollars.

And the lessee hereby further covenants with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby

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demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain where the lessee is working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections,and vessels used by the lessee in connection with the workings; Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate; And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and

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performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of) "L.J.Price" Gold Commissioner (seal)

"E.E.Cory"
Stenographer
Lillooet, B.C.

Signed, sealed, and delivered by the within-named Lessee in the presence of) "Geo.W.Gates" Lessee. (seal)

"A.Neis"

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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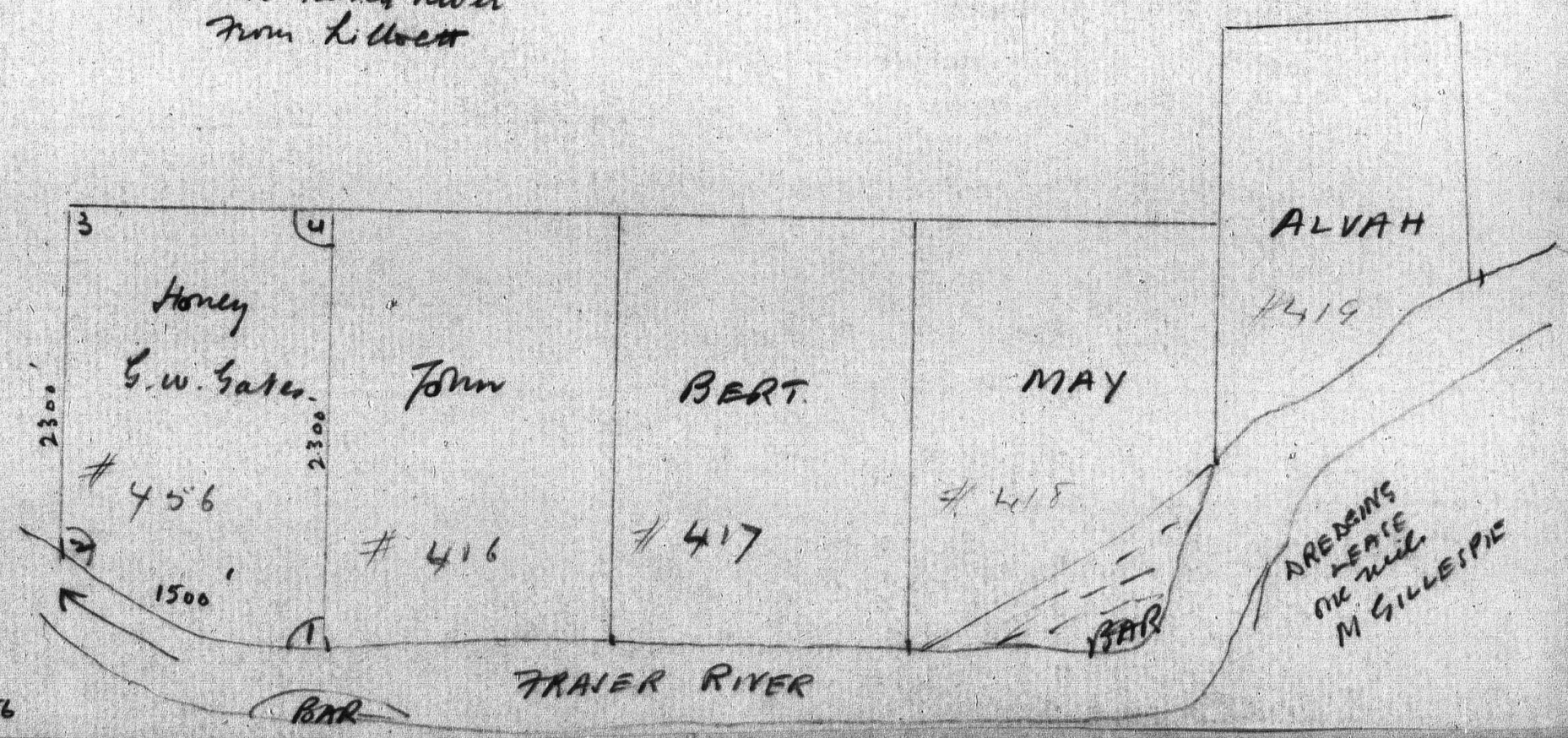
Scale
750' to one inch

N

NESIKEP I. R. No 6
15 Miles Down Stream
on the Fraser River
From Lillooet



Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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Lease No.456.

PLACER MINING LEASE.

Lewis J.Price

Gold Commissioner.

TO

George W.Gates

Dated December 21st 1932.

Nesikep Indian Reserve No.6

Lillooet Mining Division.

For a term of Nineteen years.

Annual rental $25.00.

In all correspondence regarding this Lease please refer to its number.

READ YOUR LEASE.

Honey.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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DATED THE DAY OF JANUARY, 1934.

A. S. F. RANKIN,

and

ANTHONY F. NEISS,

and

GEORGE W. GATES.

INDENTURE

BOURNE & DESBRISAY

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THIS INDENTURE made the 3rd day of January, in the year of our Lord one thousand, nine hundred and thirty-four.

BETWEEN:

A. S. F. RANKIN, of the City of Vancouver, in the Province of British Columbia, hereinafter called "the Party of the First Part",

OF THE FIRST PART

A N D :

ANTHONY F. NEISS, of the City of Vancouver aforesaid, hereinafter called "the Party of the Second Part",

OF THE SECOND PART

A N D :

GEORGE W. GATES, of the City of Vancouver aforesaid, hereinafter called "the Party of the Third Part",

OF THE THIRD PART

WHEREAS the parties hereto are the beneficial owners of the five (5) Placer Mining Leases set out and described in the Schedule hereto and of all right, title, benefit and advantage to which the Lessees named in the said respective Leases are entitled under or by virtue of the said Leases or otherwise howsoever;

AND WHEREAS the parties hereto have entered into this Indenture for the purpose of declaring their respective rights and interests therein;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that the parties hereto on behalf of themselves and their respective heirs, executors and administrators, do hereby covenant each with the other and declare as follows:

1. That the Party of the First Part, A. S. F. Rankin, is entitled to an undivided ninety two-hundredths (90/200) in-

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terest and the Party of the Second Part, Anthony P. Weiss, is entitled to an undivided fifty-five two hundredths (55/200) interest and the Party of the Third Part, George W. Gates, is entitled to an undivided fifty-five two hundredths (55/200) interest in and to each and every of the said Placer Mining Leases and each and every and all right, title, interest, benefit and advantage to which the respective Lessees or their respective assignees may be entitled thereunder or thereby in any manner whatsoever, including but without affecting the generality of the foregoing, all moneys which may at any time hereafter be derived from the said Placer Mining Leases or the land described thereby or the operation or mining thereof or in any other manner whatsoever.

2. AND the parties hereto covenant and agree each with the other that they and each of them will execute such further assurances of the said interests as may be requisite.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

A. S. F. Rourke

Anthony P. Weiss

Geo W Gates

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)

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S C H E D U L E

Placer Mining Lease No. 416, dated the 11th day of January, 1932, in favour of John F. Davidson and by Assignment dated the 30th day of November, 1933, assigned to the Party of the Second Part, Anthony F. Neiss.

Placer Mining Lease No. 417, dated the 11th day of January, 1932, in favour of the Party of the First Part, A. S. F. Rankin.

Placer Mining Lease No. 418, dated the 11th day of January, 1932, in favour of the Party of the Second Part, Anthony F. Neiss.

Placer Mining Lease No. 419, dated the 11th day of January, 1932, in favour of Alvah B. Towns and by Assignment dated the 30th day of November, 1932, assigned to the Party of the Second Part, Anthony F. Neiss.

Placer Mining Lease No. 456, dated the 21st day of December, 1932, in favour of the Party of the Third Part, George W. Gates.

A S F Rankin

Graf

A F Neiss

Geo W Gates

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CANADA

18165-52

DEPARTMENT OF INDIAN AFFAIRS
CANADA

19222-A-15
OFFICE OF
INDIAN AGENT

Lytton B.C.

April 4 1935

DEPARTMENT OF INDIAN AFFAIRS
APR 9 1935
RECORDS

Sir:

I herewith beg to enclose copy of Provincial Mining leases Nos. 416, 417, 418, 419, 456 in favour of Messers, Rankin, Neis and Gates covering approximately 300 acres of Nesikip Lytton Indian Reserve No. 6 on which there are not more than 10 ac. cultivated or cultivable.

In this connection, Mr. George W. Gates called at this office stating that they wished a lease from the Department of Indian Affairs covering these five provincial leases. This lease to be issued in Mr. Gates' name for which he agrees to pay a yearly rental of $300.00, in advance to deposit $1000.00 security with the Department against possible damage to cultivated land, also to pay the usual royalty on any timber they may require from the Reserve.

In regards to the above terms I may state that they are quite satisfactory as this land, with the exception of the 10 acres cultivated is mostly gravel and a large portion side hill. The Indian, Johnnie Antoine, who claims this part of the Reserve lives on an upper bench where most of the cultivated land is situated.

Kindly instruct me as to any further steps to be taken by Mr. Gates in order to acquire the surface rights lease, to placer mine in this area.

I have the honor to be
Sir
Your obedient servant

A. Strang

A. Strang
Indian Agent

The Secretary
Department of Indian Affairs

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
PUBLIC ARCHIVES
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CANADA

FILE No. 18165-52 VOL. 1

DEPARTMENT OF INDIAN AFFAIRS
LYTTON
MINING- NESIKEP I.R. NO.6

FROM 4-7-27 TO 4-4-35

CENTRAL REGISTRY	REFERRED TO	DATE REC'D	INITIALS	CENTRAL REGISTRY	REFERRED TO	DATE REC'D	INITIALS

FILE No. VOL.

Indian Affairs. (RG 10, Volume 7639, File 18165-52 Pt.1)
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CANADA

Indian Affairs
Headquarters Files

(RG 10, Volume 7640)

File 18165-60	1	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1923 - 1934
File 18165-60	2	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1934 - 1938
File 18168-41		Skeena Agency - Correspondence regarding mining on the Wityimagon Reserve. 1914-1919
File 18169-14		Nicola Agency - Correspondence regarding mining on the various reserves in the agency. 1891 - 1933

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
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CANADA

Indian Affairs
Headquarters Files

(RG 10, Volume 7640)

File 18165-60	1	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1923 - 1934
File 18165-60	2	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1934 - 1938
File 18168-41		Skeena Agency - Correspondence regarding mining on the Wityimagon Reserve. 1914-1919
File 18169-14		Nicola Agency - Correspondence regarding mining on the various reserves in the agency. 1891 - 1933

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

39074

PUBLIC ARCHIVES
RECORDS CENTRE

No. 18165-60

Department of Indian Affairs

19

Lytton

Minutes

Bridge Pit.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

New file

18165-60

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
NOV 1923
RECORDS

Lytton, B. C.,

IN YOUR REPLY REFER TO
No. 1-C-4
ALSO
TO DATE OF THIS LETTER

November 14th, 1923.

R

Sir,—

Frank Michell, an Indian of the Bridge River Band, has lately located and recorded a mineral claim upon the Bridge River Indian Reserve, and has applied to me for permission to work the same.

LANDS BRANCH
NOV 22 1923

I will be obliged if the Department will grant this man permission to work this claim, which he proposes to do this winter when the water is low enough.

I have the honor to be,

Sir,

Your obedient servant,

H. Graham.

(H. Graham)

Indian Agent.

Assist. Deputy & Secretary,

Department of Indian Affairs,

Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

EXD

Ottawa. Nov.27th.1923.

Sir:-

I am in receipt of your letter of the 14th.inst.No.1-C-4 making application on behalf of Frank Michel an Indian of the Bridge River band for permission to work a mineral claim on his Reserve and in reply to state that he may be allowed to do so provided he first files with you a proper sketch or plan showing the claim which he proposes to work.

His claim should not exceed 40 acres in area and if a lease thereof is required, such lease must receive the consent of the band and the approval of the Department.

Your obedient servant,

In charge
Lands & Timber Branch.
(J.C.Caldwell)

H.Graham Esq.
Indian Agent
Lytton.
B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
JAN 28 1924
RECORDS

Lytton, B. C.,

R

January 23rd, 1924.

IN YOUR REPLY REFER TO
No. 1-C-4
ALSO
TO DATE OF THIS LETTER

18165-60

Sir,—

In reply to departmental letter dated November 27th, 1923, I am now on behalf of Frank Michell, an Indian of the Bridge River Reserve, enclosing a sketch of his mining lease, which he holds to work on Bridge River Reserve, and also the consent of the band.

I trust that the Department will give this their approval.

LANDS BRANCH
JAN 28 1924

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

RESOLUTION.

WE, the Indians of the Bridge River Band, hereby agree and approve that Frank Michell should work the claim on the Bridge River Reserve, which he has staked out, and called the "Moha" lease.

Signed: David, Chief,
Bell Felix,
Andrew James,
Dick Terry,
Antoine Jack,
Dan Peter,
Gabriel Pierre,
Alexis James Sampson,
David Ignace,
George Kistemit,
Michel Moon,
Jim Lake,
Anthanase Jim
Angela Tom,
William Porter,
Frank Billy,
Louisa Bonaparte,
Jack James,
Peter John

Alphonse Seymour,
James Bell,
Michael Jack,
Billy McKoewen.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

EXD.

Ottawa. Jan.29th.1924.

Sir:-

I am in receipt of your letter of the 23rd.inst. enclosing copy of resolution of the Bridge River band consenting that Frank Michell a member of the band may work a mineral claim on their reserve,and enclosing sketch plan of said claim.

In reply I have to state that as stated in previous letter to you of the 27th.of Nov.last such claim must be restricted to 40 acres whereas the sketch shows an area of approx.72 acres.The plan is therefore returned to you for correction.

I have also to state that the Department does not propose to recognise any formal lease of this claim to Michel at the present time but is prepared in accordance with the wishes of the Indians to grant him permission to work a claim of 40 acres in extent for a period of year on payment of a fee of $5.00.

You must realise that the Mining Regulations govern in this matter and if you are not supplied with a copy of such,the same may be had on application.

encl.

Your obedient servant,

In charge
Lands & Timber Branch.
(J.C.Caldwell)

H.Graham Esq.
Indian Agent
Lytton.B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

INDIAN AGENT'S OFFICE

DEPT OF INDIAN AFFAIRS
FEB 9 1924
RECORD

IN YOUR REPLY REFER TO
No. 1-C-4
ALSO
TO DATE OF THIS LETTER

Lytton, B. C., February 4th, 1924.

R

18165-60

Sir,—

I have departmental letter of the 29th ult., in reply to mine of the 23rd, re the application of Frank Michell of the Bridge River Band, for permission to mine on the Indian Reserve.

I might state that Michell has carried out all the regulations of the Provincial Mining Act, and the area staked by him is in accordance with the said act. I am notifying him that he must cut the area of his lease down and forward a fee of $5.00, which I presume from your letter must be paid into the Department.

LANDS BRANCH
FEB 11 1924

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE

Lytton, B. C.,

MAR 22 1924
RECEIVED

IN YOUR REPLY REFER TO
No. 1-C-4
ALSO
TO DATE OF THIS LETTER

March 15th, 1924

18165-60

R

Sir,—

In reply to departmental letter dated January 29th, I am now enclosing a fresh sketch of Frank Michell's mining lease on Bridge River I. R., showing the area reduced to forty acres.

I am also enclosing a cheque for the fee of $5.00, which I trust you will find in order.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham.
(H. Graham)
Indian Agent.

LANDS BRANCH
MAR 20 1924

ACCOUNTANTS BRANCH
MAR 24 1924

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 1019

R

Amt. $5.00 Chq.

Date 20th March 1924

Entered Journal No. 22 Folio 302 JHS

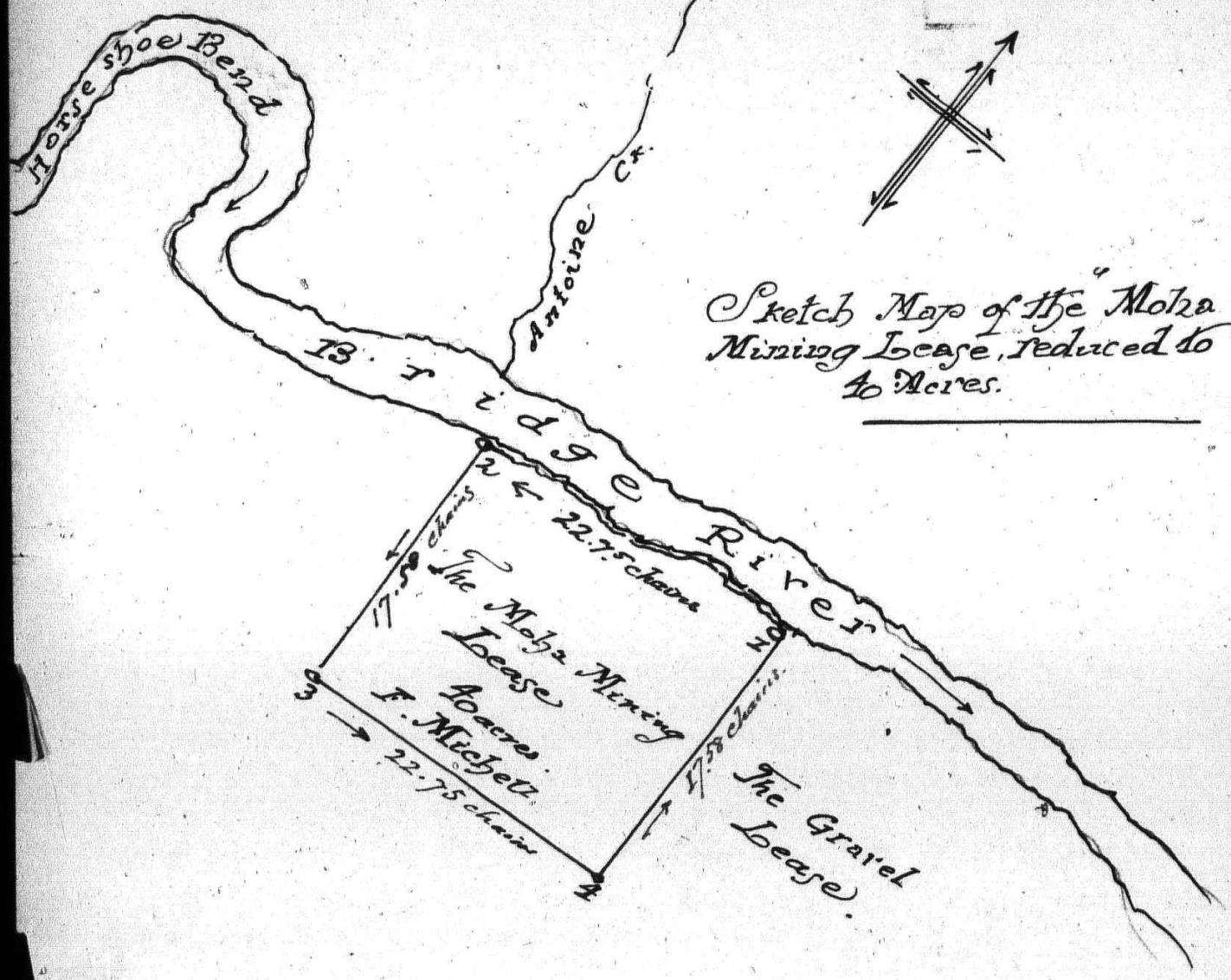
Dept. Receipt No. Can 637

377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

MAR 14 1944



Sketch Map of the "Moha Mining Lease, reduced to 40 Acres.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
4
RECORDS

2675-1-C-4

Lytton. B.C.

Sept. 29th. 1928

Sir:-

Frank Michell Indian of the Bridge River Indian Reserve who holds F.M.C. ~~XXXXX~~ 71081-C, prospected and located a placer claim on his own reserve, which he recorded according to the act with the Provincial Mining Recorder.

He Frank Michell has found a purchaser, in the name of Walter F. Evans in the name of the United Developement Corporation Ltd. F.M.C. # 16541-D, who has offered to purchase Michell's interest in the said Claim for the sum of $2000.00

I would like to suggest that a surrender be prepared to present to the Indians of the Bridge River tribe, so that the Royalty to be paid to the Band be settled, and if the Company is then satisfied a survey of the claim can be prepared, in order that a lease can be drawn up.

Trusting that the Department will give this their favorable consideration.

The description of the property as set out by Michell is as follows. Commencing at a post on the right bank of the Bridge River, on the Bridge River I.R. #1 opposite to the confluence of Antoine Creek with said Bridge River Post #1 thence in a south werterly direction 1500 ft to post #2 thence in a southerly direction2100 ft to post #3 thence in a northeasterly direction 1500 ft to post # 4 thence in a northerly direction 2100 ft to point of commencement.

Your obedient servant.

H. Graham.

Indian Agent.

Asst. Deputy and Secretary.
Dept. of Indian Affairs.
Ottawa. Ont.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

MXD.

Ottawa. Oct.4th.1928.

Sir:-

In reply to your letter of the 29th.ult. reporting that Frank Michel an Indian of the Bridge River band has staked out a placer claim on the Bridge River reserve for which he has been offered the sum of $2000,and asking that a surrender be prepared,I have to state that before the ~~necessary~~ surrender document can be drawn up,it will be necessary to furnish a proper description by metes and bounds of the land which it is proposed to lease or sell.

For that purpose,Michel or the interested parties should secure the services of a provincial surveyor,who will survey the land in question.After such survey is completed and blue print filed with the Department,you will then be authorised to submit the requisite surrender to the band for leasing purposes.

The Department can only proceed with the leasing of the surface rights,after surrender,as the question of the ownership of the precious metals on Indian Reserves in B.C.,especially in the Railway Belt,has not been definitely determined.

Your obedient servant,

D. McLean

Asst. Deputy & Secretary.
(J.D.McLean)

H.Graham Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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ARCHIVES PUBLIQUES
CANADA

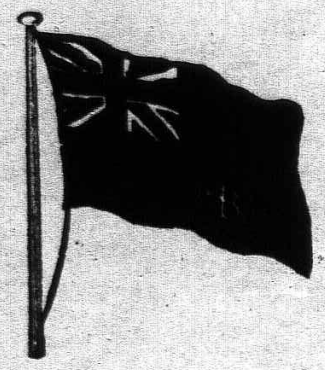
Indian Affairs' (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Hudson's Bay Company.

INCORPORATED 2ND MAY 1670.

R TRADE COMMISSIONERS' OFFICE

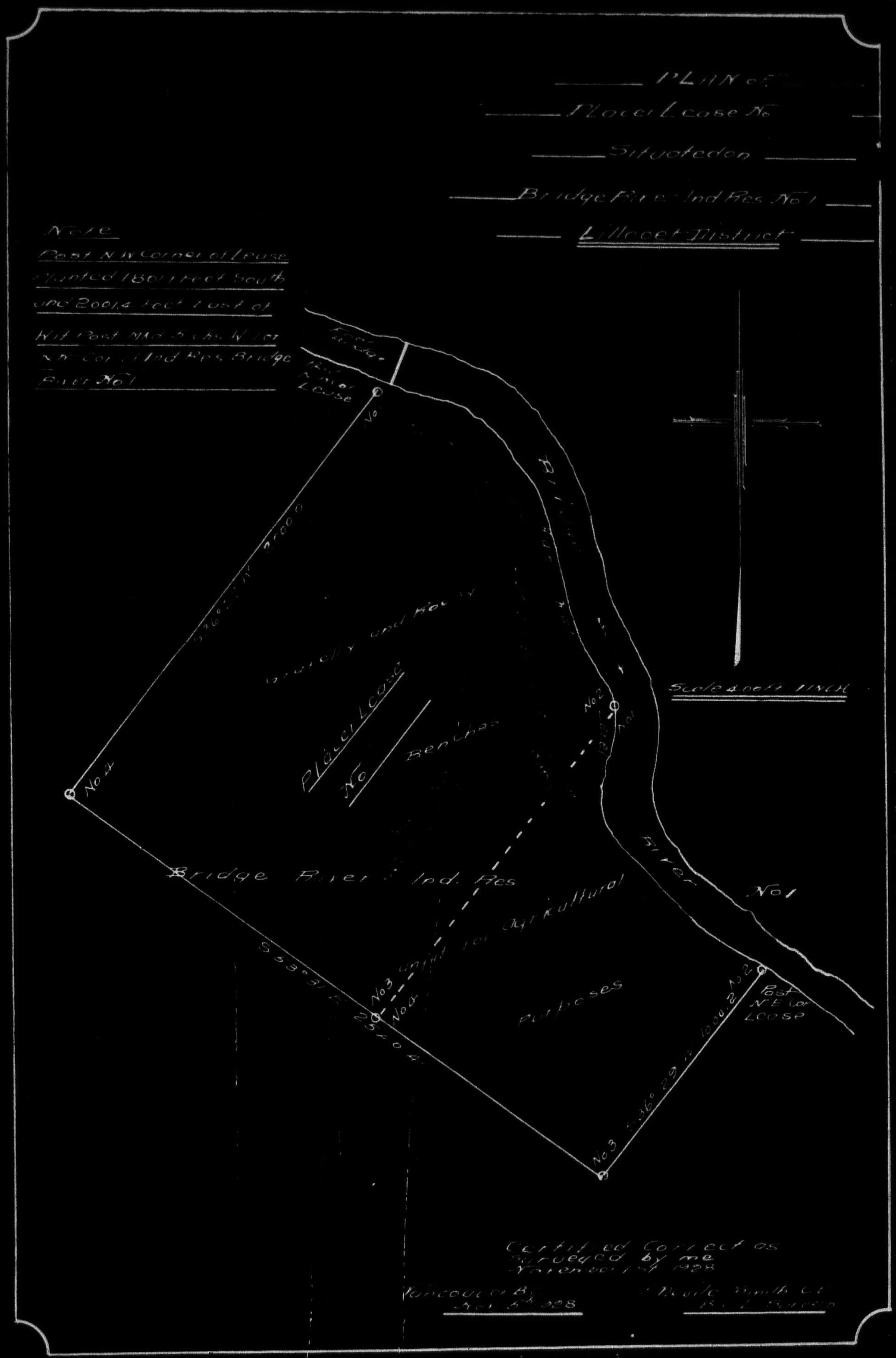
WINNIPEG



THE SECRETARY,

DEPARTMENT OF INDIAN AFFAIRS,

OTTAWA, ONT.

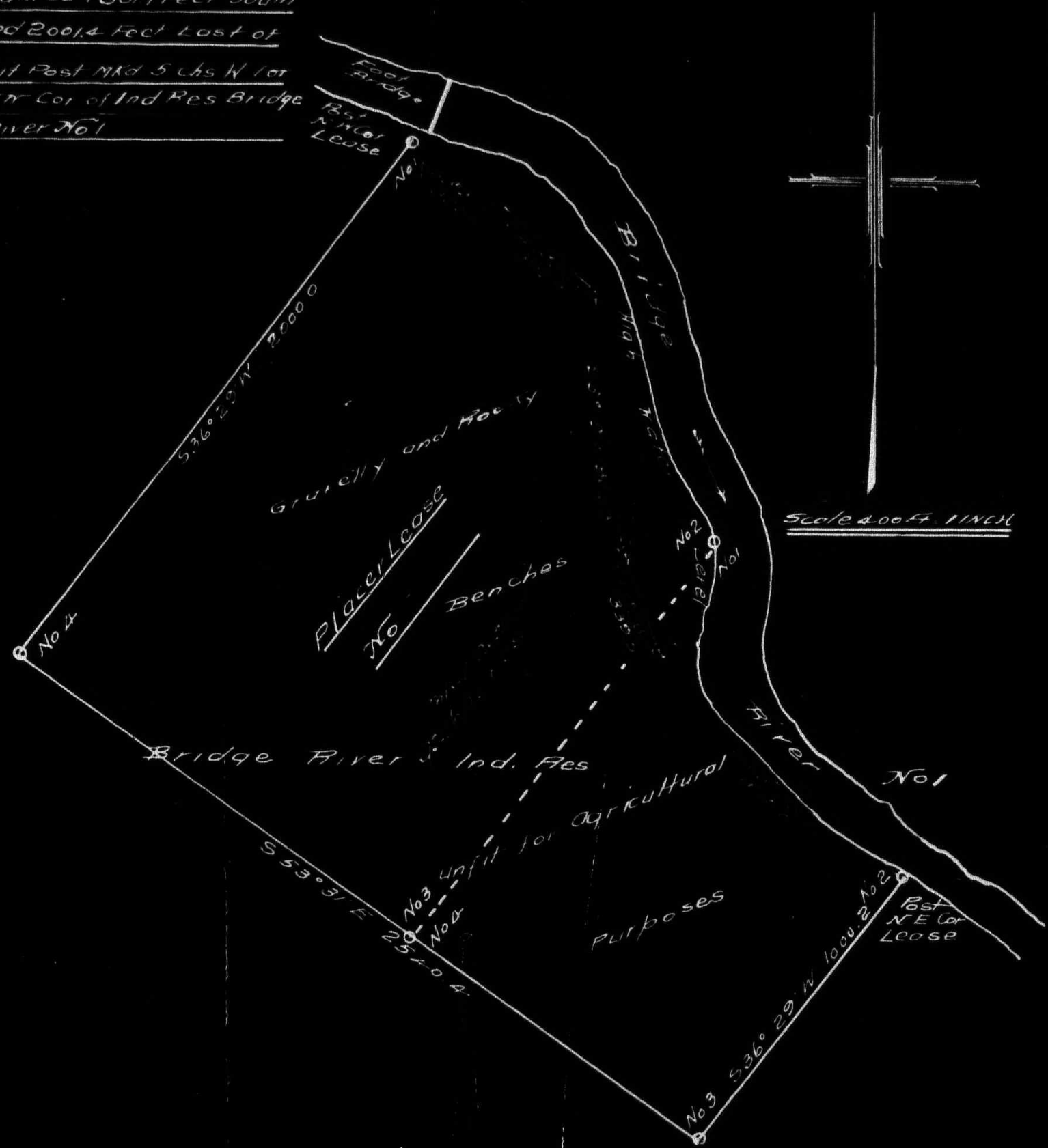


Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN of
Placer Lease No
Situated on
Bridge River Ind Res No 1
Lillooet District

Note
Post N W Corner of Lease
Planted 1801.1 Feet South
and 2001.4 Feet East of
Wit Post Mkd 5 chs W 1 ch
N W Cor of Ind Res Bridge
River No 1



Certified Correct as
surveyed by me
November 1st 1928

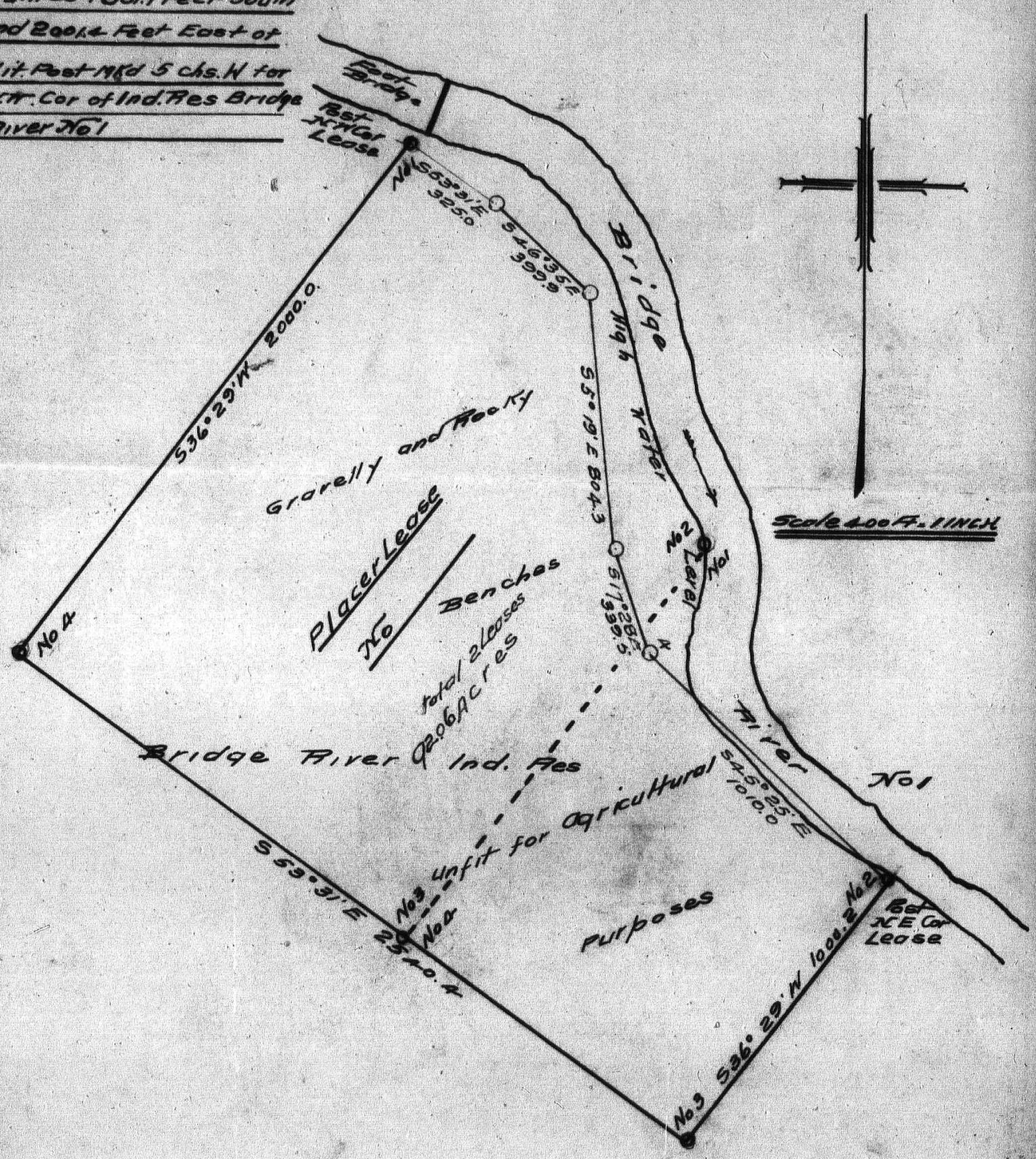
Vancouver B.C.
Nov 5th 1928

F Neville Smith C.E.
B.C.L. Surveyor

Indian Affairs. (RG-10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN OF
Placer Lease No
Situated on
Bridge River Ind. Res. No 1
Lillooet District

Note
Post N.W. Corner of Lease
Planted 1801.1 Feet South
and 2004.4 Feet East of
Wit. Post Mkd 5 chs. W for
N.W. Cor of Ind. Res Bridge
River No 1



Certified Correct as
surveyed by me
November 1st 1928

Vancouver B.C.
Nov 5th 1928

H Neile Smith C.E.
B.C.L. Surveyor

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

3019 DEPT. OF INDIAN AFFAIRS DEC 1928 SURVEYS

Your File No. 18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Nov. 19th, 1928.

R

DEPT. OF INDIAN AFFAIRS NOV 26 1928 RECORDS

Sir,-

In reference to Departmental letter dated Oct. 4th.

I now beg to submit blue prints and sketches of the two pieces of land for which the United Development Co-orporation Ltd. per Walter F. Evans, would like to acquire for mining purposes from the Bridge River Indians.

As I stated in my letter to you on Dec. 29th, Frank Michell (Indian) has staked a mining lease for which he has been offered for his interest the sum of $2000.00.

I will be glad if the Department will prepare a surrender to be submitted to the Indians.

Trusting you will find these in order, and that I may receive the surrender so that the meeting can be called before the very cold weather comes on.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

Indian Agent.

Survey
Description sent in ref. for surrender purposes

Asst. Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Enc.

HG/EB

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa, 7th December 1928

Description for surrender

All those parcels of land situate in the Bridge River Indian reserve number One, in the Province of British Columbia and Dominion of Canada, containing together by admeasurement one hundred and eighty-five acres and six hundredths of an acre, more or less, comprising Placer mining lands, more particularly described as follows,-

Firstly: Commencing at a post planted near the southerly shore of the Bridge River at a point one thousand eight hundred and one feet and one-tenth of a foot South and two thousand and one feet and four-tenths of a foot East of the witness post marked five chains West for the North West corner of the Bridge River Indian reserve number One; thence South thirty-six degrees and twenty-nine minutes West two thousand feet; thence South fifty-three degrees and thirty-one minutes East two thousand five hundred and forty feet and four-tenths of a foot; thence North thirty-six degrees and twenty-nine minutes East one thousand feet and Three-tenths of a foot to the shore of Bridge River; thence following up the shore ~~of~~ the river to where the western boundary of this

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

parcel produced intersects the shore; thence to the place of beginning, containing by admeasurement ninety-two acres and six-~~hundredth~~ of an acre, more or less.

Secondly; Commencing at a post planted near the shore of Bridge River at a point where a line drawn North forty-seven degrees East would intersect the waggon road at a distance of two miles and two-tenths of a mile easterly from a witness post at the North West corner of Bridge River Indian reserve number One, marked five chains West; the distance to be measured by the road; thence North forty-seven degrees East five hundred feet; thence South forty-three degrees East three thousand nine hundred and twenty-five feet and one-tenth of a foot; thence South forty-seven degrees West six hundred and thirty feet and four-tenths of a foot, more or less, to the left bank of the Bridge River; thence North westerly along the bank of the river to the point where the westerly boundary produced intersects the said bank; thence to the place of beginning, containing by admeasurement ninety-three acres, more or less.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60 Vol. 1

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Ottawa, 7th December 1928

Description for surrender

All those parcels of land situate in the Bridge River Indian reserve number One, in the Province of British Columbia and Dominion of Canada, containing together by admeasurement one hundred and eighty-five acres and six hundredths of an acre, more or less, comprising Placer mining lands, more particularly described as follows,-

Firstly: Commencing at a post planted near the southerly shore of the Bridge River at a point one thousand eight hundred and one feet and one-tenth of a foot South and two thousand and one feet and four-tenths of a foot East of the witness post marked five chains West for the North West corner of the Bridge River Indian reserve number One; thence South thirty-six degrees and twenty-nine minutes West two thousand feet; thence South fifty-three degrees and thirty-one minutes East two thousand five hundred and forty feet and four-tenths of a foot; thence North thirty-six degrees and twenty-nine minutes East one thousand feet and ~~four~~ two-tenths of a foot to the shore of Bridge River; thence following up the shore of the river to where the western boundary of this

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

parcel produced intersects the shore; thence to the place of beginning, containing by admeasurement ninety-two acres and six-~~tenths~~ hundredths of an acre, more or less.

Secondly; Commencing at a post planted near the shore of Bridge River at a point where a line drawn North forty-seven degrees East would intersect the waggon road at a distance of two miles and two-tenths of a mile easterly from a witness post at the North West corner of Bridge River Indian reserve number One, marked five chains West; the distance to be measured by the road; thence North forty-seven degrees East five hundred feet; thence South forty-three degrees East three thousand nine hundred and twenty-five feet and one-tenth of a foot; thence South forty-seven degrees West six hundred and thirty feet and four-tenths of a foot, more or less, to the left bank of the Bridge River; thence North westerly along the bank of the river to the point where the western boundary produced intersects the said bank; thence to the place of beginning, containing by admeasurement ninety-three acres, more or less.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Triplicate. F.18165-60 Vol 1

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

The Bridge River band of Indians

resident on our Reserve at Bridge River in the Lillooet district

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 Bridge River Reserve in the ~~#####~~ district of Lillooet and Province of British Columbia containing by admeasurement ~~one hundred and eighty five~~ hundred two and six hundredths of an acre be the same more or less and being composed of

Placer mining lands, more particularly described as follows:-

~~FIRSTLY:~~ Commencing at a post planted near the southerly shore of the Bridge River at a point one thousand eight hundred and one feet and one tenth of a foot South and two thousand and one feet and four tenths of a foot East of the witness post marked five chains west of the North West corner of the Bridge River Indian Reserve Number One; thence South thirty six degrees and twenty nine minutes West two thousand feet; thence South fifty three degrees and thirty one minutes East two thousand five hundred and forty feet and four tenths of a foot; thence North thirty six degrees and twenty nine minutes East one thousand feet and two tenths of a foot to the shore of Bridge River; thence following up the shore of the river to where the western boundary of this parcel produced intersects the shore; thence to the place of beginning, containing by admeasurement ninety two acres and six hundredths of an acre, more or less.

SECONDLY: ~~Commencing at a post planted near the shore of Bridge River at a point where a line drawn North forty seven degrees East would intersect the waggon road at a distance of two miles and two tenths of a mile easterly from a witness post at the North West corner of Bridge River Reserve Number One, marked five chains west, the distance to be measured by the road; thence North forty seven degrees East five hundred feet; thence South forty three degrees East three thousand nine hundred and twenty five feet and one tenth of a foot; thence South forty seven degrees West six hundred and thirty feet and four tenths of a foot, more or less, to the left bank of the Bridge River; thence North Westerly along the bank of the river to the point where the western boundary produced intersects the said bank; thence to the place of beginning, containing by admeasurement ninety three acres more or less.~~

Paragraph marked Secondly deleted at request of Indians. [illegible]

Form No. 65

Indian Affairs. (RG 10, Volume 7640, File 18165-60 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 lease thereof, shall, after deducting the usual proportion for expenses of management, be placed to our credit and interest thereon paid to us in the usual manner

AND WE, the said Chief and Principal men of the said

Bridge River 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 lease of the said land and the disposition of the moneys derived therefrom.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 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

Signed, Sealed and Delivered,
IN THE PRESENCE OF

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F.18165-60

Ottawa, Dec.10th.1928.

Sir-

I enclose herewith documents in duplicate pertaining to the surrender of certain mining claims to be leased on the Bridge River Reserve, which you are hereby authorised to submit to the Indians of the Bridge River band, in accordance with the provisions of the Indian Act.

You should when returning these documents make a report showing the number of Indians entitled to vote on the surrender, those voting in favor and those against, also the number of absentee voters.

A copy of instructions to agents regarding the taking of surrenders is also enclosed.

Your obedient servant,

Deputy Superintendent General.

H.Graham Esq.
Indian Agent
Lytton.B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

INDIAN AGENT'S OFFICE

Mr Caldwell

R

Lytton, B. C.,

IN YOUR REPLY REFER TO
No. 5180-C-4/1
ALSO
TO DATE OF THIS LETTER

F 18165-60

May 13th, 1929.

DEPT. OF INDIAN AFFAIRS
MAY 20 1929
RECORDS

Sir,—

In reply to departmental letter dated December 10th, 1928, in which was enclosed a surrender for certain mining claims released on Bridge River I.R., I beg to state that I have had several meetings with the Indians in connection with this. In the end they decided that they were willing to lease one portion mentioned on the surrender, but the second part they asked me to cross out, as they refused to surrender that.

I then had to get in touch with the parties who wished to rent this land, to see if they were agreeable, which they were, so I then went back, got a good meeting of the Indians together on the 17th of April.

The usual notice was given the band, there being twenty-six voting members, twenty of whom were present.

On the following resolution being proposed and seconded, a surrender to be given on that portion of land marked firstly on the surrender, for a term of ten years, and the sum of $1000.00 be paid down in cash, the surrender was accepted and signed. They also stipulated that a royalty of 5% was to be paid to the Indians on the gross receipts, and that the sum of $100.00 be paid as annual rental, dating from the time the agreement was signed, all buildings erected on the reserve to be left for the use of the Indians at the expiration of the lease, and all money accruing from the royalty to be paid over to the Indians in cash.

On the vote being taken seventeen (17) of those present voted for the aforesaid resolution, and three (3) against.

I herewith beg to enclose surrenders duly filled in, signed and attested.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham.

~~(H. Graham)~~
Indian Agent.

Duncan C. Scott, Esq.,
Deputy Supt. General,
Dept. of Ind. Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. May 21st.1929.

Sir:-

I beg to acknowledge receipt of your letter of the 13th.inst.enclosing surrender documents pertaining to mining lease on the Bridge River Reserve, and in reply to state that the surrender in its present mutilated form is not acceptable,and a new surrender will have to be taken.

Before sending you the amended form of surrender the Department desires more information regarding the extent to which Frank Michel is interested and also the nature of the band interest.Is the particular area that the Indians are willing to surrender,regarded by them as Frank Michel's location?or did here merely make the discovery and stake out the claim.

Further,before proceeding further in the matter,the Department must have some written evidence that the terms and conditions of the proposed lease as indicated in the fourth paragraph of your letter,are acceptable to the lessee, and if so,an agreement should be drawn up accepting these.

If such agreement is made,it will not be necessary to embody these conditions in the amended surrender document,but the only important alteration will be to strike out the second paragraph of the description of the land to be leased.

Your obedient servant,

J.D. McLean

Asst. Deputy & Secretary.
(J.D.McLean)

H.Graham Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE
JUN 10 1929
LYTTON, B.C.

456 Seymour St.,
Vancouver, B.C.

June 8th, 1929

H. Graham, Esq.,
Indian Agent,
Lytton, B. C.

Dear Sir,- Re: Bridge River Reserve

Replying to your letter of May 31st, Mr. Stewart was here yesterday and I took up the question of your letter and he states it is quite satisfactory to draw up the new agreement omitting the second portion of the reserve asked for.

Yours truly,

GSG:B.

Your file 5304-C-4/1

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Mr McInnes

For necessary O'C 18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

5275-C-4

Lytton, B. C.,
May 27, 1929.

Sir:-

I am in receipt of departmental letter dated May 21st, re the surrender of a portion of Bridge River Reserve for mining purposes.

In regard to the further information you require, I beg to state that Frank Michell, who is interested in this particular piece of land, is being paid separately the sum of $1500.00, for his improvements, such as a cable bridge he put across the river, and the pipe line bringing water to this land. This is quite separate from anything the other Indians had any interest in, and which the Indians recognize and are agreeable to. The resolution passed as given in the fourth paragraph of my letter dated May 13th, is to cover the location discovered by Michell, but surrendered voluntarily by him to the band for them to surrender to Mr. Stewart, on behalf of his associates.

I now beg to enclose a letter from Mr. Gamble stating that they are quite willing to accept a new agreement calling for the one piece of land only, viz. that staked by Frank Michell, and first mentioned in the old agreement.

Trusting that this is the information required by the Department,

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, June 21, 1929.

18165-60

His Excellency

The Governor General in Council.

The undersigned begs to submit herewith a surrender in duplicate, given on the 17th day of April, 1929, by the Bridge River Band of Indians, in the Lillooet District, in the Province of British Columbia, of certain lands contained therein, being composed of Placer mining lands, more particularly described as follows:-

> Commencing at a post planted near the southerly shore of the Bridge River at a point one thousand eight hundred and one feet and one tenth of a foot South and two thousand and one feet and four tenths of a foot East of the witness post marked five chains west of the North West corner of the Bridge River Indian Reserve Number One; thence South thirty six degrees and twenty nine minutes West two thousand feet; thence South fifty three degrees and thirty one minutes East two thousand five hundred and forty feet and four tenths of a foot; thence North thirty six degrees and twenty nine minutes East one thousand feet and two tenths of a foot to the shore of Bridge River; thence following up the shore of the river to where the western boundary of this parcel produced intersects the shore; thence to the place of beginning, containing by admeasurement ninety two acres and six hundredths of an acre, more or less.

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.

Kmcl

Dry

SG 22.1.29
T.B. 2 6.29
OB 1.29

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The said surrender has been duly authorised, 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 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-60

June 21. 29.

To authorize surrender of certain lands in the Bridge Indian Reserve, Lillooet district, B.C., being composed of Placer mining lands, in order that the same may be leased for the benefit of the Indians of the Bridge Indian Band, pursuant to the provisions of Section 51 of the Indian Act.

DCI

BM

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

R

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 12 1929
RECORDS

5527-A-4/1

18165-60
May 21st,1929.

Lytton, B. C.,
July 8th,1929.

1 Faucl
2 mr Young

Sir:-

I will be very much obliged if the Department will let me have the surrender of the Bridge River Indians, in connection with the application of the United Development Corporation Limited, through Mr. Stewart, as these parties are anxious to get to work as soon as the papers are completed.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham.

(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

IH/3

P.C. 1214

F 18165-60 Vol 1

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 19th JULY 1929

DEPT. OF INDIAN AFFAIRS
JUL 24 1929
RECORDS

The Committee of the Privy Council have had before them a Report, dated 21st June, 1929, from the Superintendent General of Indian Affairs, submitting a surrender, given on the 17th day of April, 1929, by the Bridge River Band of Indians, in the Lillooet District, in the Province of British Columbia, of certain lands contained therein, being composed of Placer mining lands, more particularly described as follows:-

> Commencing at a post planted near the southerly shore of the Bridge River at a point one thousand eight hundred and one feet and one tenth of a foot South and two thousand and one feet and four tenths of a foot East of the witness post marked five chains west of the North West corner of the Bridge River Indian Reserve Number One; thence South thirty six degrees and twenty nine minutes West two thousand feet; thence South fifty three degrees and thirty one minutes East two thousand five hundred and forty feet and four tenths of a foot; thence North thirty six degrees and twenty nine minutes East one thousand feet and two tenths of a foot to the shore of Bridge River; thence following up the shore of the river to where the western boundary of this parcel produced intersects the shore; thence to the place of beginning, containing by admeasurement ninety two acres and six hundredths of an acre, more or less.

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 Honourable
the Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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, 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. Kezar

Asst Clerk of the Privy Council.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

J. Little DLT-4
Signature

Feb 24 1972

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18,165-60

1. A. V. M.
2. Lands

Ottawa, July 25, 1929.

Sir,-

I beg to enclose for registration in your Department a surrender, given on the 17th April, 1929, by the Bridge River Band of Indians, of certain Placer mining lands in the Bridge River Reserve, in the district of Lillooet, B. C., containing 92.06acres, which surrender has been given in order that the lands may be leased for the benefit of the said Band. The surrender was accepted by Order in Council dated the 19th July, 1929.

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 Malvey, Esq., B.A., K.C.,
Under-Secretary of State,
O t t a w a.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. July 27th.1929.

Sir:-

In reply to your letter of the 8th.inst. No.5527-A-4/1 regarding the lease of surface rights on the Bridge River Reserve,I have to state that as the Order in Council has been approved covering the surrender given by the Indians,the Department is prepared to consider the question of the issue of the said.lease.

The lessee must of course deal directly with Frank Michel for his individual interest by way of improvements,but you should determine what amount of annual rental and royalty should be charged,as is deemed best in the interest of the band.

The lessee should also intimate what period of time the proposed lease should cover.

Your obedient servant,

A. F. MacKenzie

Actg. Asst. Deputy & Secretary.
(A.F.MacKenzie)

H.Graham Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

O.H.M.S.

7 cents

REGINA
JUL 29 87

The Secretary,
Dept of Indian Affairs,
Ottawa,

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DS/JR

3533

Registered 2 M 1073

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

DEPT. OF INDIAN AFFAIRS
AUG 6 1929
RECORDS

Ottawa, August 2,1929.

Sir:-

Referring to your letter of the 25th ultimo, Reference No.18,165-60, I have the honour to return to you,herewith, Surrender by the Bridge River Band of Indians of certain Placer Mining Lands in the Bridge River Reserve in the District if Lillooet, B.C., the same having been duly recorded in this Department and certified to that effect.

I have the honour to be,

Sir,

Your obedient servant,

Under-Secretary of State.

The Secretary,

Department of Indians Affairs,

Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-60

DEPT. OF INDIAN AFFAIRS
AUG 6 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

5676-C-4

18165-60

Lytton, B. C.,

August 1, 1929.

Sir:-

In reply to departmental letter dated July 27th, in regard to getting a new surrender from the Bridge River Indians, in favor of the United Development Corp. Limited, you state that the leasee must deal directly with Frank Michell for his improvements. I thought that I had made this plain in my letter to you dated May 28th., in which I stated that Frank Michell was receiving a sum of $1500.00, which is to be paid to him as soon as the lease is received by the corporation.

My letter of May 13th dealt with the time and royalty to be charged which is as follows: Lease to be given for a term of ten years, and the sum of $1000.00 paid down in cash, and a royalty of 5% to be paid on the gross receipts, and an annual rental of $100.00 to be paid, dating from the time the agreement is signed. All buildings erected on the reserve are to be left at the expiration of the lease for the benefit of the Indians, and they further ask all the money accruing from the royalty to be paid over in cash. These terms were agreed to by the representative of the corporation, and the Indians, and I will be very much obliged if the Department will rush this surrender for signature, as the corporation is waiting to start work. They have again written me asking when they can expect the lease so that they can start.

An early reply to this will oblige,

I have the honor to be,
Sir,
Your obedient servant,

H. Graham.
(H. Graham)
Indian Agent.

Assist. Deputy & Secretary,
Department of Ind. Affairs,
Ottawa.

HG/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60 Vol. 1

Ottawa.Sept.12th.1929.

Sir:-

With reference to your letter of the 1st. ult.regarding surrender and lease of placer mining location on the Bridge River Reserve,I have to state that as the first surrender sent you has been duly accepted by Order in Council,in amended form,by restricting it to the one parcel of land comprising ninety two and six hundredths of an acre,it is not necessary to submit another surrender.

The Department is therefore now in a position to draft out lease to the United Development Corporation Ltd.provided all monies are paid forthwith.

The amounts due before lease can be granted are as follows:-

Bonus representing Frank Michel interest.	$1500
Bonus " Band Interest.....	1000
First year rental.....	100
Total:-	$2600

On receipt of this amount,the Department will return the amount of Michel's interest ($1500) for which he should be asked to give formal relinquishment of his interest,and send lease in triplicate for the signature of the lessees.

Your obedient servant,

Actg.Asst. Deputy & Secretary.
(A.F.MacKenzie)

H.Graham Esq.
Indian Agent
Lytton B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPT. OF INDIAN AFFAIRS
OCT 5 1929
RECORDS

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, October 4th. 1929.

Memorandum.

Land Branch.

R

Kindly let me know whether application has been received from Messrs. J. M. Jacob et al through the Indian Agent at Lytton, B.C. for placer leases at Lillooet. If so, what action has been taken, if not, if one should be received, kindly refer to me before taking action.

Duncan Scott

D.S.G.I.A.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

File No. 18165-60

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, Oct.7th.1929. 192

Memo. to Mr. O'Connor.

Re placer mining leases.Bridge River Reserve at Lilloet. B.C.

With reference to memo.hereunder,no application has been received from Messrs.J.M.Jacob et al either direct or through the Indian agent.

An Indian of the Band by the name of Frank Michel has however staked out a placer claim on this reserve and is arranging to dispose of his interest to the United Development Corporation,represented by Messrs. Evans,Stewart & Gamble and perhaps Mr.Jacob is associated with these parties.

The Indians have given the requisite surrender and such surrender has been approved by Council.Agent Graham has been instructed to forward cheque for the sum of $2600 covering Frank Michel's interest ($1500) Band interest ($1000) and first years rental($100) before lease can be granted.

H.J. Bury

Supervisor Indian Timber Lands.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, October 9, 1929.

Dear Miss Leyden,-

I beg to acknowledge the receipt of your letter of the 1st instant, and to say in reply that no application has been received at the Indian Department from Messrs. J. M. Jacob et al either direct or through the Indian Agent for placer leases at Lillooet. Frank Michel, an Indian of the band, however, has staked out a placer claim on this reserve and is arranging to dispose of his interest to the United Development Corporation, represented by Messrs. Evans, Stewart & Gamble. It is possible that Mr. Jacob may be associated with these parties. The Indians have given the requisite surrender, which has been approved by His Excellency the Governor General in Council, and the Indian Agent has been instructed to forward cheque covering Frank Michel's interest, the interest of the band and the first year's rental, which are required before the lease can be granted.

Yours very truly,

DCL

Private Secretary.

Miss G. Leyden,
Private Secretary
To the Honourable
The Minister of Pensions and National Health,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

7304-C-15A

Lytton, B. C.,
April 7, 1930.

R

Sir:-

I herewith beg to enclose $10.00 collected by me for Mr. W. E. Brett, as fees for prospecting on the Bridge River No. 1 Indian Reserve, Bridge River Band, and on Cayoose Creek No. 1 Indian Reserve, Cayoose Creek No. 1 Band.

377

The Act does not state what it to be done with the fees collected, so I presume that they have to be sent in to you.

I have the honor to be,
Sir,
Your obedient servant,

H. Graham

(H. Graham)
Indian Agent.

377-5
405-5

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

HG/MD

ACCOUNTANTS
26 1930

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 7344

Amt. $10.00 chq

DEPT. OF INDIAN AFFAIRS
MAR 12 1930
RECORDS

R

Date ..... 19 .....

Entered Journal No. U Folio 5148

Dept. Receipt No. C52595

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

BRITISH COLUMBIA
///////
FREE MINER'S CERTIFICATE.

No. 49359 D NOT TRANSFERABLE

THIS IS TO CERTIFY that William S. Hynes of Vancouver, B. C., has paid me the sum of Two -----50/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 10th day of December, 1930, until midnight on the thirty-first day of May, 1931.

Issued at VANCOUVER
Dec. 11, 1930.

A. P. Grant
Mining Recorder
Vancouver.

Copied by M.E.Drewett.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

8963-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Jan. 13, 1931.

Sir:-

I herewith beg to enclose cheque for $5.00 for a permit to prospect on Bridge River Indian Reserve No. 1, by W. S. Hynes.

This should have been sent in before only this man has only just sent in his Free Miners' Certificate to be copied.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Acting Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 1530

Amt. $5.00 chq

R

DEPT. OF INDIAN AFFAIRS
MAR 21 1961
RECORDS

Date 19

Entered Journal No. 46 Folio 169

377

Dept. Receipt No. C53442

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

Free Miner's Certificate.

Substituted certificate for 49400 D. A. Plant Mining Recorder

No. 49401 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that R. Simmons

of Vancouver B.C., *has paid me the sum*

of Two xx/100 *dollars, and is entitled to all the rights and*

privileges of a Free Miner, from midnight on the * 11th *day*

of January, 1931, *until midnight on the thirty-first*

day of May, 1931

Issued at VANCOUVER

Jany. 12. 1931. A. P. Plant

MINING RECORDER
VANCOUVER

Signature of Officer issuing same.

* Insert here the date of the day immediately preceding the day on which certificate is taken out.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 1530

Amt. $5.00 p.m.

DEPT. OF INDIAN AFFAIRS
JAN 21 1931
RECORDS

R

Date 19

Entered Journal No. 16 Folio 169

Dept. Receipt No. C53HH1

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

8963-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Jan. 13, 1931.

Sir:-

I herewith beg to enclose $5.00 from R. Simmons, together with copy of his Free Miners' Certificate, and trust a permit will be granted him to prospect on Bridge River Indian Reserve No. 1.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Acting Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

ACCOUNTANTS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OUR FILE.....

YOUR FILE.....

ADDRESS REPLY

TO.....

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

INDIAN OFFICE
JAN 16 1931
LYTTON, B.C.

MINING RECORDER
JAN 15 1931
HOPE, B.C.

MINING RECORDER'S OFFICE

HOPE, B. C. Jnauary 15th 1931.

Free Miner's Certifiuate

No. 51178D

NOT TRANSFERRABLE

This is to certify that F. A. Wilscam of VANCOUVER, B.C. has paid me the sum of Two dollars and is entitled to all rights and privileges of a Free Miner, from midnight on the 14th day of January 1931 until midnight on the thiety first day of May 1931

Issued at Hope, B. C.

C. W. Hetherington

Mining Recorder, Hope

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

8980-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Jan. 17, 1930.

Sir:-

I herewith beg to enclose money order for $5.00 for a permit for F.A. Wilscam to prospect on Bridge Indian Reserve No. 1.

Also please find copy of Free Miner's Certificate No. 51178 D.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Acting Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 1894 B

Amt. $5.00 cash

DEPT. OF INDIAN AFFAIRS
JAN 26 1931
RECEIVED

Date Jan 26 19

Entered Journal No. 26 Folio 171

Legal Fund
Order 277

Dept. Receipt No. 053463

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

FMC No.49359D

Date Feb.5th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to William S.Hynes

of the Vancouver

in the B.C.

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

Duncan C. Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Fmc No.49401 D. Ottawa

Date Feb.5th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to R.Simmons of the Vancouver in the B.C. to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1 Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

F.M.C. No.51178 D

Ottawa

Date Feb.5th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to F.A.Wilsoan of the city of Vancouver in the province of British Columbia to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1 Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

Duncan Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

Free Miner's Certificate.

Nº 39051 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that Charles James Holbrook(Jr) of, Moha Lillooet B. C., has paid me the sum of Five dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 21st. day of May, 1930, until midnight on the thirty-first day of May, 1931

Issued at LILLOOET
* 23/5/30

L.J.Price
Signature of Officer Issuing Same.

* Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miners' Certificate No. 39051 D.

M. E. Drewett

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

9394-C-4/1

Lytton, B. C.,
March 24,1931.

Sir:-

I herewith beg to enclose $5.00 and certified copy of Charles James Holbrook's Free Miner's Certificate No. 39051 D, for permit to prospect for precious minerals on Bridge River I. R. No. 1.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Acting Indian Agent.

Assist. Deputy & Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 6990

Amt. $5.00 pins.

DEPT. OF INDIAN AFFAIRS
MAR 30 1971
RECORDS

Date 19

Entered Journal No. 2 Folio 195 JM

Lab Dols 377

Dept. Receipt No. 056628

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No.39051D

Date April 7th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to Charles James Holbrook Jr. of the ..... in the ..... to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1 Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

Duncan Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

c/o Lower Bridge River Hotel
P.O. N.P.L.
Lillooet B.C.
March 24/31

To the Indian Agent
Lytton B.C.

INDIAN OFFICE
MAR 26 1931
LYTTON, B.C.

Dear Sir:

I hereby make application for a permit to prospect the benches contiguous to the Lower Bridge River extending ten (10) miles up the River from its confluence with the Fraser River which ground is included in the Bridge River Indian Reserve.

I am the holder of Free Miners Certificate numbered 49368D issued at Vancouver B.C. on the Seventh day of December 1930

Please find enclosed Five ($5.00) Dollars to cover fee in this connection

Yours Truly
Edward Plowright

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE
APR 24 1931
LYTTON, B.C.

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE

No. 49368D Not Transferable

This Is To Certify that E. Plowright of Vancouver, B.C., has paid me the sum of Two 50/100 Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the* 16th day of December, 1930, until midnight on the thirty-first day of May, 1931.

Issued at Vancouver
December 17, 1930.

A.P. Grant.....
Mining Recorder,
Vancouver,

* Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy.

Stipendiary Magistrate in and for the County of Cariboo.

~~MINING RECORDER~~.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

9603-0-4/1

OFFICE OF
INDIAN AGENT
Lytton, B. C.,

April 27,1931.

Sir:-

I herewith beg to enclose certified copy of Free Miner's Certificate from E.Plowright of Vancouver, and his application asking for permission to prospect on Bridge River Indian Reserve No. 1, together with $5.00 fee.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 150

Amt. $5.00 per

Date [illegible], 19.

DEPT. OF INDIAN AFFAIRS
MAY 9 1931
RECORDS

Entered Journal No. 26 Folio 223

Dept. Receipt No. C53811

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No.49368D

Date May 7th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to E.Plowright

of the Vancouver. B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

7 M 2

Duncan C. Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

British Columbia

Free Miner's Certificate

No. 24842 D. Not Transferable.

This is to certify that Axel. H. Gustafson of Bridge River has paid me the sum of Five Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31 day of May 1930 until midnight on the thirty-first day of May 1931 issued at Lillooet Hay Lmore

19/5/30 31

Hill Haylmore
Signature of Officer issueing same.

Insert here the date of the day immediately proceding the day on which Certificate is taken out.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE
MAY 18 1931
VICTORIA, B.C.

BRITISH COLUMBIA

Free Miner's Certificate.

No. 39012 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that Charles J. Holbrook, Sr. of Bridge River, B. C., has paid me the sum of Five dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31st day of May, 1930, until midnight on the thirty-first day of May, 1931

Issued at LILLOOET

APRIL. 30 1930 R. W. Melton
Signature of Officer issuing same.
Deputy mining recorder

Insert here the date of the day immediately preceding the day on which certificate is taken out.

BRITISH COLUMBIA

Free Miner's Certificate.

No. 39013 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that Ned Holbrook of Moha, B. C., has paid me the sum of Five dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31st day of May, 1930, until midnight on the thirty-first day of May, 1931

Issued at LILLOOET

APR. 30 1930. R. W. Melton
Signature of Officer issuing same
Deputy Mining recorder

Insert here the date of the day immediately preceding the day on which certificate is taken out.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

British Columbia

Free Miner,s Certificate

No. 39011 D Not Transferable.

This is to certify that James Cuthbert of Lillooet B. C. has paid me the sum of Five dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31st. day of May 1930, until midnight on the thirty-first day of May, 1931

Issued at Lillooet

APR. 30 1930. R. W. Milton.

Signature of Officer issuing same.

Deputy Mining Recorder

Insert here the date of the day immediately preceding the day on which certificate is taken out.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

9775-C-4/1

OFFICE OF
INDIAN AGENT
Lytton, B. C.,

May 21st,1931.

Dear Sir:-

I herewith beg to enclose money order for $20.00, being fees for four men wish to prospect for precious metals on Bridge River Indian Reserve No. 1, together with copies of their Free Miner's Certificates.

Trusting that these will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 2170

Amt. $20.00 p.m.

DEPT. OF INDIAN AFFAIRS
MAY 30 1931
G.M.M.
RECEIVED

Date ..... 19.

Entered Journal No. 7 26 Folio 227

377 Dept. Receipt No. C53835

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

Date June 5th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to Axel H.Gustafson

of the Bridge River B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

SUPERVISOR Indian Timber Lands

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No.39013D.

Date June 8th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to Ned Holbrook

of the Moha. B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

SUPERVISOR Indian Timber Lands

Duncan C. Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No.39012D *Date* June 8th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to Charles J.Holbrook Sr.

of the Bridge River. B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

SUPERVISOR Indian Timber Lands

Duncan C. Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

Copy

DEPARTMENT OF INDIAN AFFAIRS

CANADA

FMC 39011D

Ottawa

MX-D.

Date June 8th.1931.

ACCOUNTANT JUN 8 1931

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to James Cuthbert

of the Lillooet. B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

SUPERVISOR Indian Timber Lands

Duncan C. Scott

Deputy Superintendent General.

ACCOUNTANTS JUN 9 1931 CANADA

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 53104 D NOT TRANSFERABLE

THIS IS TO CERTIFY that John C. Hartley of Moha, B. C. has paid me the sum of Four.....50/100.....dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the x.....12th.....day of July, 1931, until midnight on the thirty-first day of May, 1932.

Issued at LILLOOET.

Jul. 13, 1931.

R. W. Melton,
Signature of Officer issuing same.
Deputy Mining Recorder.

x Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 53104 D.

M. E. Drewett
Stenographer.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

902 Credit Discussion
Box 1

Vancouver B.C.
July 18th 1931

Indian Agent
Lytton B.C.

Dear Sir

I hereby make application for a prospecting permit to be issued to John C Hartley covering the benches on both sides of Bridge River for a distance of 12 miles from its mouth. Miners licence #531048 is herewith enclosed, also Check in your favor for five ($5.00) Dollars to cover charges.

Yours truly
Warrington Beaton

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

9994-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
July 20, 1931.

Sir:-

I herewith beg to enclose application for a permit to prospect on Bridge River Indian Reserve No. 1, together with a copy of Free Miner's Certificate No. 53104 D, and fee of $5.00, Which I trust will be found in order.

I have the honor to be,
Sir,
Your obedient servant,

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 6264

Amt. $5.00 chq

Date DEPT. OF INDIAN AFFAIRES JUL 25 1931 RECORDS 19.

R

Entered Journal No. 26 Folio 246 pt 8

377 Dept. Receipt No. C54005

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

F.M.C. No.53104-D

Ottawa

Date July 29th.1931.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to John C.Hartley

of the Moha, B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

Duncan Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60.

Ottawa, July 29th, 1931.

Sir,-

In reply to your letter of the 20th instant, enclosed herewith find Prospector's Permit, in favour of John C. Harley, of Moha B. C., authorizing him to prospect on the Bridge River Reserve No. 1.

Your obedient servant,

A. F. MacKenzie.

A. F. MacKenzie,
Secretary.

Enclosure.

A. Strang, Esq.,
Indian Agent,
Lytton,
B. C.

ACCOUNTANTS
JUL 31 1931

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPT. OF INDIAN AFFAIRS

№ 19903

$ 500.00

Lytton, B.C., Aug. 12, 1931.

Received from D. J. Stewart

Five Hundred and 00/100 Dollars

~~xxxxx~~ to apply on lease of land on Bridge R.,
Indian Reserve No. 1, Frank Michell claim.

A. Strang

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

10202-C-4/1 18165-60

Lytton, B. C.,
Aug. 13, 1931.

Dear Sir:-

I herewith beg to enclose $500.00 to be paid on a lease which was pending a couple of years ago, your letter dated September 12th, 1929.

In regard to this matter the United Development Corporation Ltd. owing to the business stringency were unable to go through with the matter at that time. Since then Mr. George Gamble, who was one of the members of this company, took ill and died. As everything was arranged with Mr. Graham by Mr. Gamble, matters were at a standstill until things could be straightened out after his demise.

500 addl bridal
1000 Rental 1st yr
100 Rental 1st yr
1500 term
5% royalty from stamps

It seems that the corporation, through its representative Mr. D.J.Stewart, bought from Frank Michell, all his pipe, etc., which he had purchased for fluming water to his claim, which pipe, etc., was not on Indian Reserve. This amounted to $500.00, and was included in the $1500.00 that Frank Michell was to receive for his interest in the claim he discovered, so that the United Development Corporation only owes Frank Michell $1000.00, not $1500.00, as Frank has already received $500.00 for his interest in the pipe, etc. This $500.00 was included in the amount due Frank Michell in error.

The United Development Corporation Ltd. is now ready to forward the rest of the money due on this lease as soon as the Department lets them know whether or not this matter is still in good standing.

Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 7732

Amt. $500.00 chq

Date AUG 18 1931 19

Entered Journal No. 16 Folio 16 JR

Layton 377

Dept. Receipt No. C54095

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa. Sept.14th.1931.

Memorandum.

Dr Scott:

R

Mining Lease- Bridge River Reserve.

Agent Strang now advises that the United Development Corporation have paid Frank Michell, the Indian discoverer of a valuable mining claim on the Bridge River Reserve, the sum of $500 for improvements outside of the reserve, and have paid a further sum of $500 on the 18th.inst.

The agent intimates that the company is ready to pay the balance of the money as follows:-

Amount due Frank Michell.....	$1000
" " due to Ind.Band.....	1000
First year rental.....	100
Paid on account.....	$500

The Department is therefore in a position to grant a 10 year lease on payment of the above plus 5% royalty on gross receipts, but before advising the agent in the matter, your attention is drawn to your memo. of Oct.4th.1929 (turned out).

As the United Development Co. have settled Frank Michell's personal claim, it would appear that they should have the preference by way of an opportunity to lease this mining claim.on terms previously discussed.

H. J. Bury

Supervisor Indian Timber Lands.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F.18165-60

September 17th.1931.

The Honourable

The Superintendent General.

EX'D.

Frank Michell,an Indian of the Bridge River Reserve in the Lytton district,B.C,made a valuable gold discovery on the Reserve,three years ago and his personal interest in this discovery has been purchased by the United Development Corporation Ltd,represented by Messrs.Evans, Stewart and Gamble of Lytton ,B.C.for the sum of $1500.00.

The Indians of the band have given a surrender of the lands involved in this mining claim,and such surrender has been approved by Council.

The Company have now intimated that they are prepared to pay the sum of $1000 as representing the band interest and ask that a lease be granted covering 185 acres for which they are prepared to pay an annual rental of $100 and five per cent royalty on the gross receipts of the mine.

These conditions have been recommended by the local agent,and with your approval it is proposed to draft the said lease and forward to the company for signature,after the proper payments have been made.

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F.18165-60

MINISTER'S OFFICE
SEP 26 1931
DEPT. OF INTERIOR

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DUNCAN C. SCOTT
DEPUTY SUPERINTENDENT GENERAL
OTTAWA

September 17th.1931.

The Honourable

The Superintendent General.

Frank Michell,an Indian of the Bridge River Reserve in the Lytton district,B,C,made a valuable gold discovery on the Reserve,three years ago and his personal interest in this discovery has been purchased by the United Development Corporation Ltd,represented by Messrs.Evans, Stewart and Gamble of Lytton ,B.C.for the sum of $1500.00.

no pp

The Indians of the band have given a surrender of the lands involved in this mining claim,and such surrender has been approved by Council.

The Company have now intimated that they are prepared to pay the sum of $1000 as representing the band interest and ask that a lease be granted covering 185 acres for which they are prepared to pay an annual rental of $100 and five per cent royalty on the gross receipts of the mine.

Approved H.S.M.

These conditions have been recommended by the local agent,and with your approval it is proposed to draft the said lease and forward to the company for signature,after the proper payments have been made.

Duncan C Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr. Caldwell

Minister's Office

El.

MEMORANDUM

October 17, 1931.

Dr. Scott.

Re Michell gold discovery on the Bridge River Reserve.

The Minister approves of the issue of a lease to the United Development Corporation Ltd., (represented by Messrs. Evans, Stewart and Gamble, of Lytton, B.C.), covering 185 acres of land in the above mentioned Reserve, at an annual rental of $100 and 5% royalty on the gross receipts of the mine, subject to the conditions mentioned in your memorandum of September 17, attached hereto.

.dc.

for Private Secretary.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. Oct.20th.1931.

Sir:-

With reference to your letter of the 13th. of August last regarding the application of the United Development Corporation for the leasing of a mining location on the Bridge River Reserve, I have to state that it has been decided to issue this lease provided, the company pay the further sum of $500 to Frank Michell, and also the full amount of $1000 to the Department for credit to the funds of the band.

The main conditions of the lease will be that rental at the rate of $100 be paid annually for a period of 10 years, that a royalty of 5% of the gross receipts be paid, and that all buildings erected on the reserve, shall become the property of the band, at the conclusion of the lease.

On receipt therefore of the sum of $1600, which includes the first year rental, the lease will be drawn and sent to you for the signature of the responsible officers of the company.

Your obedient servant,

A. F. MacKenzie

Secretary.
(A.F.MacKenzie)

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

10468-C-4/10

18165-60 R

Lytton, B. C.,
Oct. 29, 1931.

EXD.

Sir:-

I beg to acknowledge receipt of departmental letter dated October 20th, in reference to a lease for mining purposes on Bridge River Indian Reserve, applied for by the United Development Comporation.

In regard to this I will be very much obliged if you will let me have a copy of the last letter I wrote the Department on the 13th of August, 1931, in regard to this matter, as our copy was burnt.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18,165-60.

Ottawa, December 29, 1931.

Sir,-

I should like to have a further report from you at your earliest convenience, concerning the proposed lease by the United Development Corporation Limited, of a portion of the Bridge River Indian Reserve.

As requested in your last letter dealing with this matter, your File No. 10468-C-4/1, I enclose herewith copy of your letter to the Department dated the 13th of August last.

Enclosure.

Your obedient Servant,

T. R. L. MacInnes,
Acting Secretary.

A. Strang, Esq.,
Indian Agent,
Lytton, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

10747-C-4

18165-60

Lytton, B. C.,

Dec. 21, 1931.

Sir:-

See letter under

I has been brought to my notice that certain parties are negotiating directly with the Department with a view to getting permission to mine the claim belonging to Frank Michell on Bridge River Indian Reserve No. 1, without first paying up the money that the Department asked should be paid, in their letter dated October 20th, 1931.

In regard to this I will be much obliged if the Department will let me know what is being done in this matter, as Frank Michell is opposed to anyone getting permission to work his claim until he is paid for it. Frank Michell thinks he has waited long enough for his money, and wishes to know what is being done.

Trusting to hear from you in this matter at an early date,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

10830-C-4

18,165-60

Lytton, B. C.,

Jan. 7th, 1932.

Sir:-

I herewith beg to acknowledge receipt of Departmental letter dated December 29th, 1931, in reference to the proposed lease by the United Development Corporation of a portion of Bridge River Indian Reserve.

This corporation seems to be having some difficulty in raising the balance of the money required, and a Mr. J. A. Paton wrote me in connection with this matter who had a proposition that involved permission to work the property, turning all gold over to me until the required amount had been paid. I advised him that the money must be paid before a lease could be issued for anyone to mine on the reserve.

not till

I wrote to you on this subject last month on the 21st ult., regarding someone said to have been taking the matter up with the Department directly, which letter you probably have received err this.

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

MEMORANDUM OF AGREEMENT MADE THIS 19th day of February

A. D. 1931

BETWEEN:

FRANK MITCHELL, of Lillooet, in the Province of British Columbia.

Hereinafter called the Party of the First Part,

AND

DAVID JAMES STEWART, of the City of Vancouver in the Province of British Columbia, F.M.C. 55836-D

Hereinafter called the Party of the Second Part.

WITNESSETH that in consideration of the convenants herein contained and of the sum of One Hundred ($100.00) Dollars the receipt of which is hereby acknowledged and other valuable considerations, the Party of the First Part doth grant unto the Party of the Second Part an option to purchase the placer mining lease known as "MOHA" bench lease issued by the Gold Commissioner for the Lillooet Mining Division of Lillooet District in the Province of British Columbia dated the Twenty-seventh day of October 1923 and numbered 248", which may be more particularly described as follows, that is to say:-

> Commencing at a post planted on the right bank of Bridge River, Bridge River Indian Reserve No.1, opposite to the confluence of Antoine Creek with said Bridge River, Post No. 1, thence in a southwesterly direction 1500 feet to Post No. 2, thence in a southerly direction 2100 feet to Post No. 3, thence in a northeasterly direction 1500 feet to Post No. 4, thence in a northerly direction 2100 feet to point of commencement.

(13 mile Creek)

together with the water rights on Antoine Creek and all building, plant and equipment, pipe line, bridge, etc. subject however to all the terms and conditions contained in a certain lease or license from the Department of Indian Affairs at Ottawa to Frank Michell which said lease or license is in the course of preparation and which constitutes the basis of the title of the Party of the First Part, which is hereby accepted.

It is further agreed that the full purchase price shall be Twenty-Seven Hundred ($2700.00) Dollars to be paid

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

to the Department of Indian Affairs at Ottawa, One Thousand ($1000.00) Dollars of the amount to be paid to the Indians of the Reserve and the Balance Sixteen Hundred ($1600.00) Dollars to be paid to me by the Department of Indian Affairs. Said money to be paid on or before the 19th day of February 1932
and that all gold recovered while prospecting the property will be sent to the Dominion Government Assay Office and correct returns made to the Department of Indian Affairs, Ottawa.

IN WITNESS WHEREOF the said Parties hereto have set their hands and seals attested by the proper officers.

SIGNED SEALED AND DELIVERED in the presence of	Frank Michel X his mark
F. Bishop for both signatures.	D.J. Stewart

F. Bishop is Postmaster at Moha B.C. Post Office

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
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CANADA

OFFICE HOURS FOR RELIEF
9 TO 11 A. M.
DAILY EXCEPT WEDNESDAY

PHONE:
DOUGLAS 257

J. A. PATO[illegible]
SEC[illegible]Y

Canteen Fund of B. C.

521 METROPOLITAN BUILDING
837 WEST HASTINGS STREET
VANCOUVER, B. C.

Jan. 9th, 1932.

Private Business.

Department of Indian Affairs,
Ottawa, Ont.

Moha Placer Lease 248
Bridge River Lillooet District.

Dear Sir:-

Enclosed Bank of Montreal Draft for $100.00 being one years rental for the above and copy of agreement between Frank Michel and D. J. Stewart.

I am purchasing a half interest and would like to put some men to work as soon as possible to prospect and work the property and can arrange the financing of same but not the $2000 required to be paid to the Department as set out in the agreement.

My request is therefore that an extension of time be given and also authority to go on the property and work it.

I understand Mr. G. S. Gamble was originally interested with Mr. Stewart but unfortunately he died in June of last year. As I understand it, his estate has no interest in it other than through Mr. Stewart.

Favorable consideration is asked. The property is not a large one but it will take care of a few men as soon as the Spring opens.

Yours truly,

J.A. Paton

JAP:GW.
Enc.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165

BANK RECEIPT No. 1078

Amt. $100.00 Aft

DEPT. OF INDIAN AFFAIRS
JAN 23 1932

Date [illegible] 19

Entered Journal No. 27 Folio 1 [illegible]

[illegible]

377

Dept. Receipt No. C54457

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Printed in Canada) FORM T. D.

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

NIGHT LETTER

EX.D.

TIME FILED

CHECK

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

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. March 11th.1932.

A.Strang Esq.
Indian Agent.
Lytton. B.C.

Replying your letter January seventh re Bridge River Reserve Mining Lease STOP. Paton is hereby permitted to undertake development work for a ninety day period within which he must meet conditions of Michel and Stewart agreement. STOP. No precious metals or mine products must be removed until proper arrangements made for payment of rental bonus and royalty.STOP. Assure Michel his interest will be fully protected.

chg.DIA.

A.F.MacKenzie.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 14 1932

11373-C-4£1

18,165-60
21165-21

Lytton, B. C.,
March 9, 1932.

Sir:-

I will be very much obdiged if you will let me know what is being done in regard to Frank Michell's mineral claim which the United Development Corporation was purchasing from this Indian on Bridge River Indian Reserve No. 1.

Mr. Paton rang me up to-day to advise me that he held a lease on this property from the Department for one year, and saying he wished to put a man on to start work. As I have had no official notice of any lease having been granted to anyone I told him I could not let anyone go on to mine until I had had authority from Ottawa.

On looking over your letter to me of October 20th, 1931, it would not appear that a lease would be issued without any payment.

Trusting to hear from you as soon as possible on this subject,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE
MAR 14 1932
LYTTON, B.C.

BRITISH COLUMBIA.

Free Miner,s Certificate.

No. 39225 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that Charles J. Holbrook (Jr)
of Moha B. C., has paid me the sum
of Five, dollars, and is entitled to all the rights and
privileges of a Free Miner, from midnight on the* 31st day
of May, 1931, until midnight on the thirty-first
day of May, 1932.

Issued at LILLOOET

MAY 15, 1931

R. W. Melton.
Signature of Officer issuing same.
Deputy Mining Recorder

*Insert here the date of the day immediately preceding the day on which certificate is taken out.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

11428-C-4/1

Lytton, B. C.,
March 15, 1932.

Sir:-

I herewith beg to enclose Postal Note No. S14-184728 amounting to $5.00 paid by Charles J. Holbrook (Jr.), together with his Free Miner's Certificate No. 39225 D (copy), for a prospector's permit to prospect on Bridge River Indian Reserve No. 1.

Trusting that the Department will issue this permit at an early date,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
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CANADA

18165-60

BANK RECEIPT No. 7003

Amt. $5.00 p.u.

DEPT. OF INDIAN AFFAIRS
MAR 19 1932
RECORDS

Date [illegible] 19

Entered Journal No. 27 Folio 33

Langton Mt 3
a/c

377 Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

Accepted under Private

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

Date March 24th.1932.

FMC No.39225D

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to Charles J.Holbrook (Jr.)

of the village of Moha

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

SUPERVISOR Indian Timber Lands 1932

Duncan Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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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 the character is indicated by the symbol appearing after the check.

C.N.T. 6296 12-25

PRINTED IN CANADA

ORIGINAL OF MESSAGE

Telephoned

TO BE

CANADIAN NATIONAL TELEGRAM

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

18165-60

STANDARD TIME

RA 40 50 COLLECT NL

NY LYTTON BC 9

THE SECY

DEPT OF INDIAN AFFAIRS OTTAWA ONT

FRANK MICHELL REFUSES PATON AND ASSOCIATES ACCESS TO PLACER CLAIM ON BRIDGE RIVER RESERVE CLAIMING HE HAS KEPT UP ASSESSMENT WORK EACH YEAR AND HE HAS SOLE RIGHT TO SAME UNLESS EIGHT HUNDRED DOLLARS IS PAID TO HIM THIS IS HALF THE SUM COMING TO HIM BY AGREEMENT WRITING

A STRANG.

Copied E.B.

Await letter

18165-60

DEPT. OF INDIAN AFFAIRS APR 11 1932 RECORDS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

INDIAN AGENT'S OFFICE

IN YOUR REPLY REFER TO
No. 11588-C-4/1
ALSO
TO DATE OF THIS LETTER

Lytton, B. C.,

18,165-60 R.

April 11th, 1932.

DEPT. OF INDIAN AFFAIRS
APR 18 1932
RECORDS

Sir,—

I beg to confirm night lettergram sent you April 9th, in reference to Frank Michell's claim on the Bridge River Indian Reserve.

This is Frank's own discovery. It does not belong to the rest of the band. Only the surface rights have anything to do with the members of the band as a whole.

Frank Michell has kept up the assessment work on the claim, and it is in good standing under Frank Michell's name.

The United Development Corporation has not done anything towards paying for this claim outside of the $500.00 paid the department for surface rights, and the $100.00 annual rental, which was forwarded to Ottawa last summer, August 13, 1931, but this is not for the claim, but for the lease and money due the members of the Bridge River Band. Frank Michell has received nothing. He says that he did not receive $500.00 for his flume and pipe, which was a misunderstanding on the part of myself.

Frank Michell says that this claim has been investigated quite enough by these people, and that he will not let them do anything on it until they pay him $800.00 cash. He says that he will go on the claim and work it for a few days to show them that the gold is there, but he objects to them going in there themselves until they have paid him something; As the claim is in good standing in his name I could not force him to let anyone on it.

Awaiting your further advise in this matter,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
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CANADA

NIGHT LETTER

Form 6107, replacing Form N.L. 2-T.W.

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Money Transferred by Telegraph

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILLED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

F. 18165-60

Ottawa. April 19th.1932.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Re Michel claim Bridge River Reserve permission was given in telegram of March eleven to Paton to start work on the assumption that Michel had been paid five hundred dollars for his improvements as stated in your letter of August thirteen last.STOP.

Use your best efforts to effect a working arrangement between Michel and Paton.

A.F. McKenzie.

Chg.D.I.A.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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CANADA

COPY

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

Send the following message, subject to the terms on back hereof, which are hereby agreed to

18G WR 77 NL VANCOUVER BC APR 25 1932

C. H. DICKIE MP
OTTAWA ONT

MARCH THIRTIETH LOWER BRIDGERIVER PLACERS APPLIED TO INDIAN DEPARTMENT FOR PERMISSION UNDERTAKE MINING OPERATIONS ON CERTAIN AREA WITHIN BRIDGERIVER INDIAN RESERVE NO 1 ON USUAL TERMS STOP IF MATTER NOT ALREADY DEALT WITH PLEASE SEE HEAD OF INDIAN AFFAIRS OR RESPONSIBLE MINISTER AS URGENT THAT PERMISSION TO START WORK BE GRANTED AT EARLIEST POSSIBLE MOMENT ALL EQUIPMENT NOW INSTALLED AND WE DONT WANT CREW TO BE HELD IDLE STOP APPRECIATE ANY STEPS YOU TAKE TO SPEED ACTION

WELLINGTON BEATON

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

File No. 18165-60
Vol 1

Department of Indian Affairs

EX'D.

Canada

Lands and Timber Branch

Ottawa, April 29th.1932. 193

Memo. Mr.Williams, Actg. D.S.G.I.A.

Moha Placer Lease; Bridge River Reserve.

On December 29th.1928, Frank Michel an Indian of the Bridge River Reserve, Lytton Agency, made a valuable discovery of placer gold on the Reserve and secured a mining lease known as the Moha lease from the Provincial Gold Commissioner.

He constructed a pipe line and other improvements but apparently had no funds to properly work the mine, and on Feb. 19th.1931 executed an agreement with D.J.Stewart of Vancouver representing the United Development Corporation, with whom was associated Messrs. Paton & Gamble, by which Stewart agreed to pay Frank Michel the sum of $1600 for his interest in the mine and a further sum of $1000 to the Bridge River Band of Indians together with an annual rental of $100 for a lease of the surface rights on the reserve.

A surrender was given by the Indians of the land covered by the Moha lease, (approx 185 acs) and such surrender was approved by council.

On Sept.17th.1931 the Hon. the Superintendent General approved of the issue of a lease to the United Development Corporation provided they complied with the terms of the Michel-Stewart agreement relating to cash payments, and the local Indian agent, Mr.A.Strang was so advised.

It then transpired that Michel had been paid nothing for his interest in the mine, and that he refused to allow the Corporation to work the mine until he was paid at least the sum of $500.00.

Meanwhile the Corporation paid to the Department the sum of $500 as half of the Band interest and also first year rental of $100, and the Department then asked the agent to endeavour to effect a working arrangement between Michel and the Corporation so as to permit of development work being started.

Apparently however, Michel, (with reasonable justificiation) refuses to allow any white men to work his mine until he is paid at least the sum of $500 being half his interest, and as he holds a provincial placer lease covering the property

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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the Department is not in a position to intervene, until the corporation pay Michel the said $800.00.

Departmental action therefore is unavoidable halted until this money is paid to Michel, and it follows therefore that work on the Moha placer lease by the coporation must necessarily be held up until Michel is paid.

When this is done, the Department is prepared to issue a lease of the surface rights, subject of course to proper provisions ensuring the payment of the balance of the Michel interest and the band interest also.

Supervisor Indian Timber Lands.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

Mr Murphy

April 29, 1932.

R'

Memorandum:

Honourable Thomas G. Murphy

Attached hereto is a memorandum setting forth the situation with reference to the matter referred to in Mr. Wellington Beaton's telegram to Mr. C. H. Dickie, M.P. As pointed out in this memorandum, the parties to the agreement with Mr. Michel are in default, and all that is necessary for them to get ahead in the matter is to live up to their agreement and pay what is due, or so much thereof as will satisfy Mr. Michel.

A S Williams

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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O. H. M. S.

BELLA COOLA
B.A. 19 4

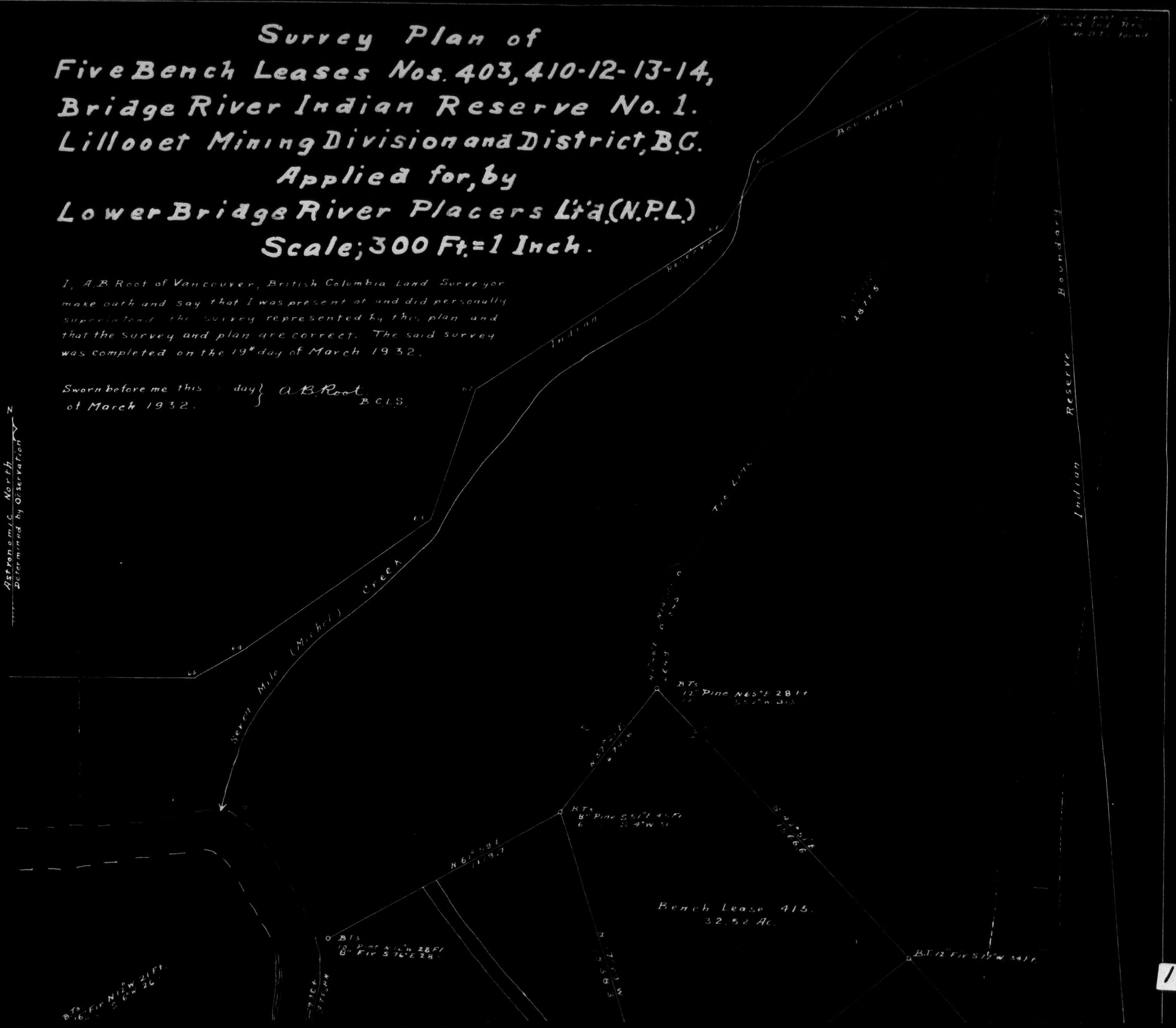
The Secretary.
Dept of Indian Affairs.
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Survey Plan of
Five Bench Leases Nos. 403, 410-12-13-14,
Bridge River Indian Reserve No. 1.
Lillooet Mining Division and District, B.C.
Applied for, by
Lower Bridge River Placers Ltd. (N.P.L.)
Scale; 300 Ft. = 1 Inch.

I, A.B. Root 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 19th day of March 1932.

Sworn before me this day of March 1932. } A.B. Root B.C.L.S.



1 of

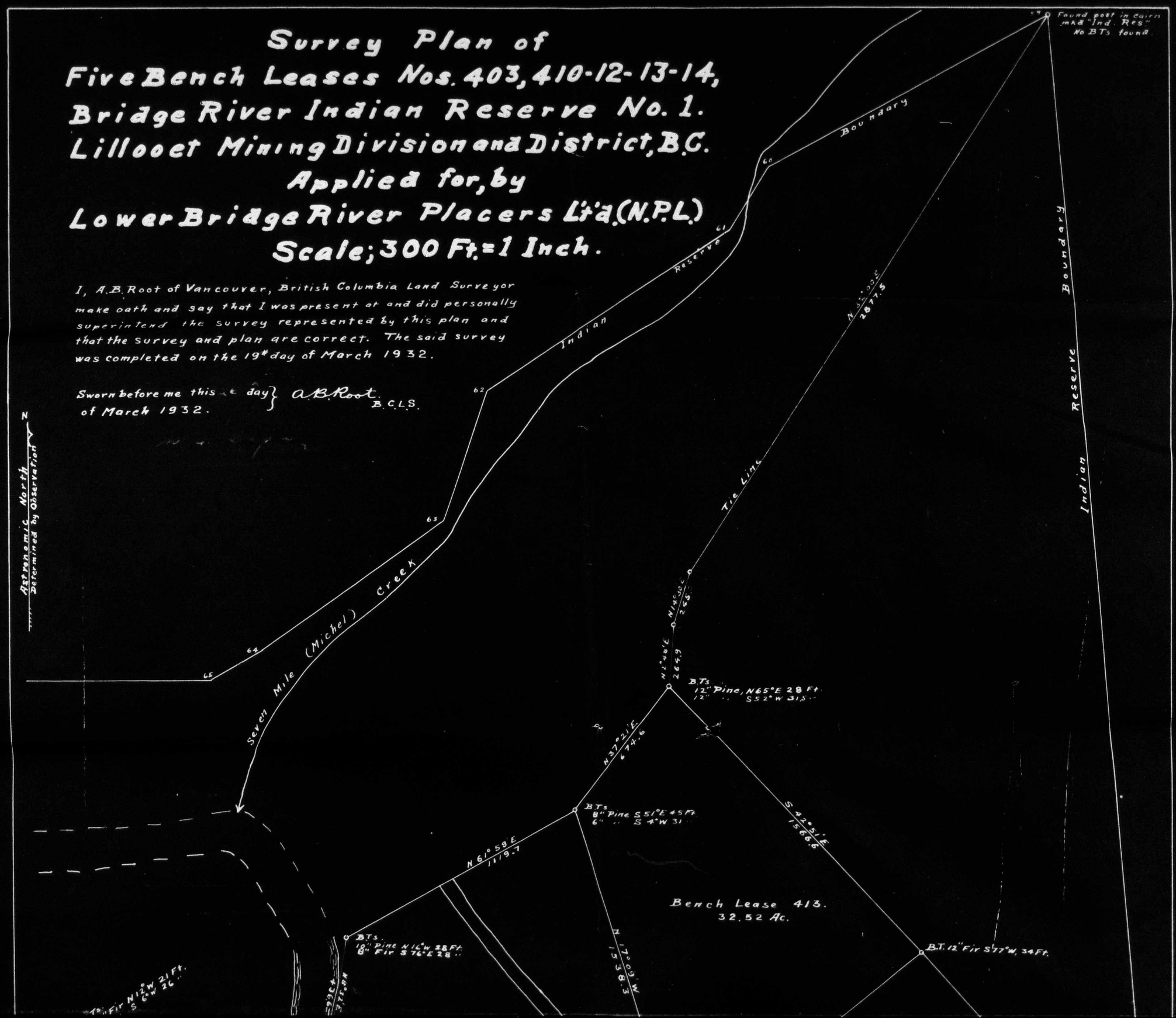
Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

2 of 2

Survey Plan of
Five Bench Leases Nos. 403, 410-12-13-14,
Bridge River Indian Reserve No. 1.
Lillooet Mining Division and District, B.C.
Applied for, by
Lower Bridge River Placers Ltd. (N.P.L.)
Scale; 300 Ft. = 1 Inch.

I, A.B. Root 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 19th day of March 1932.

Sworn before me this day of March 1932. } A.B. Root. B.C.L.S.



1 of

Indian Affairs. (RG 10, Volume 7[illegible], File [illegible] Pt.1)

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CANADA

2 of 2

Survey Plan of
Five Bench Leases Nos. 403, 410-12-13-14,
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Lillooet Mining Division and District, B.C.
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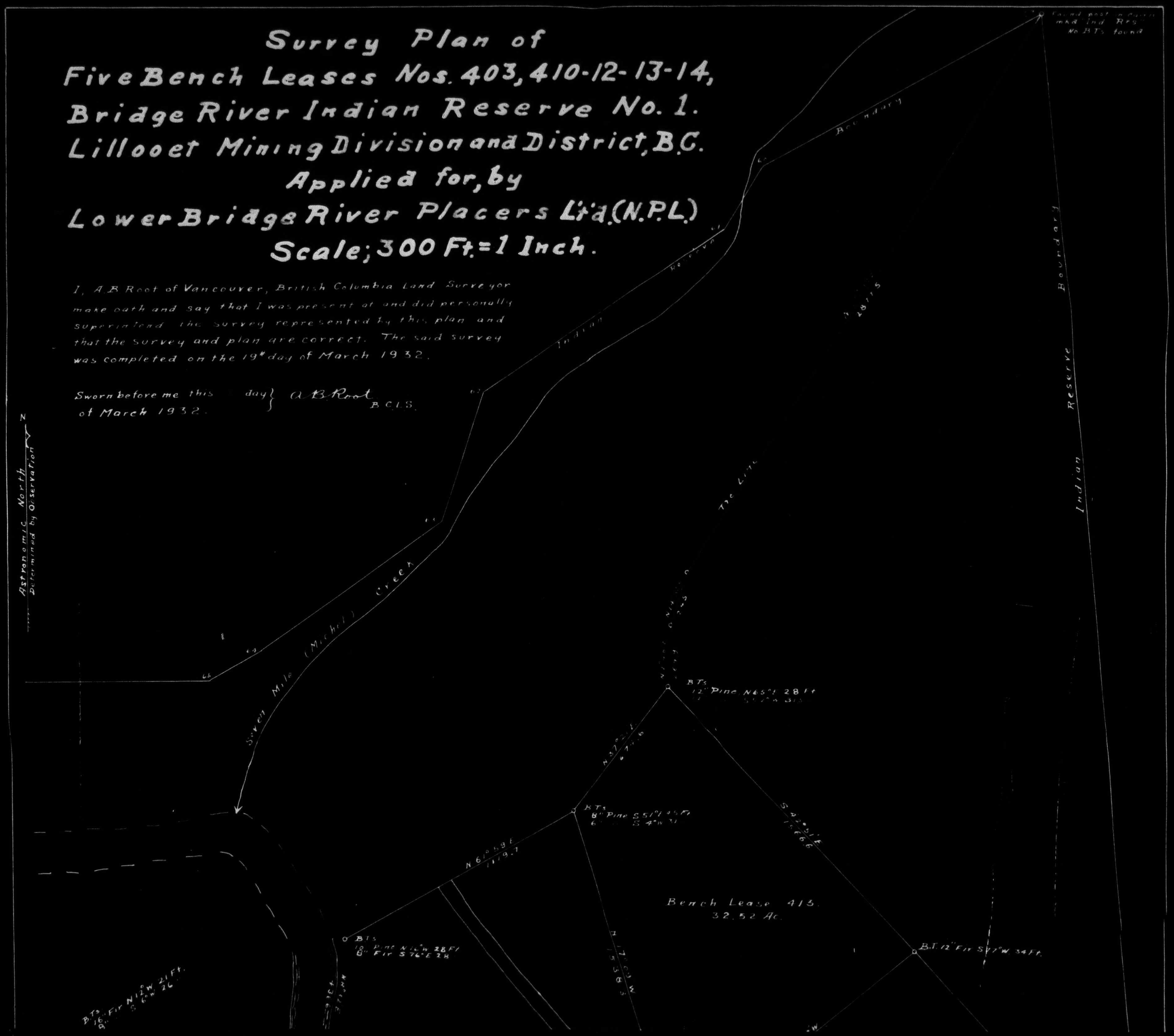

1 of

2 of 2

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CANADA

Survey Plan of
Five Bench Leases Nos. 403, 410-12-13-14,
Bridge River Indian Reserve No. 1.
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Applied for, by
Lower Bridge River Placers Ltd. (N.P.L.)
Scale; 300 Ft. = 1 Inch.

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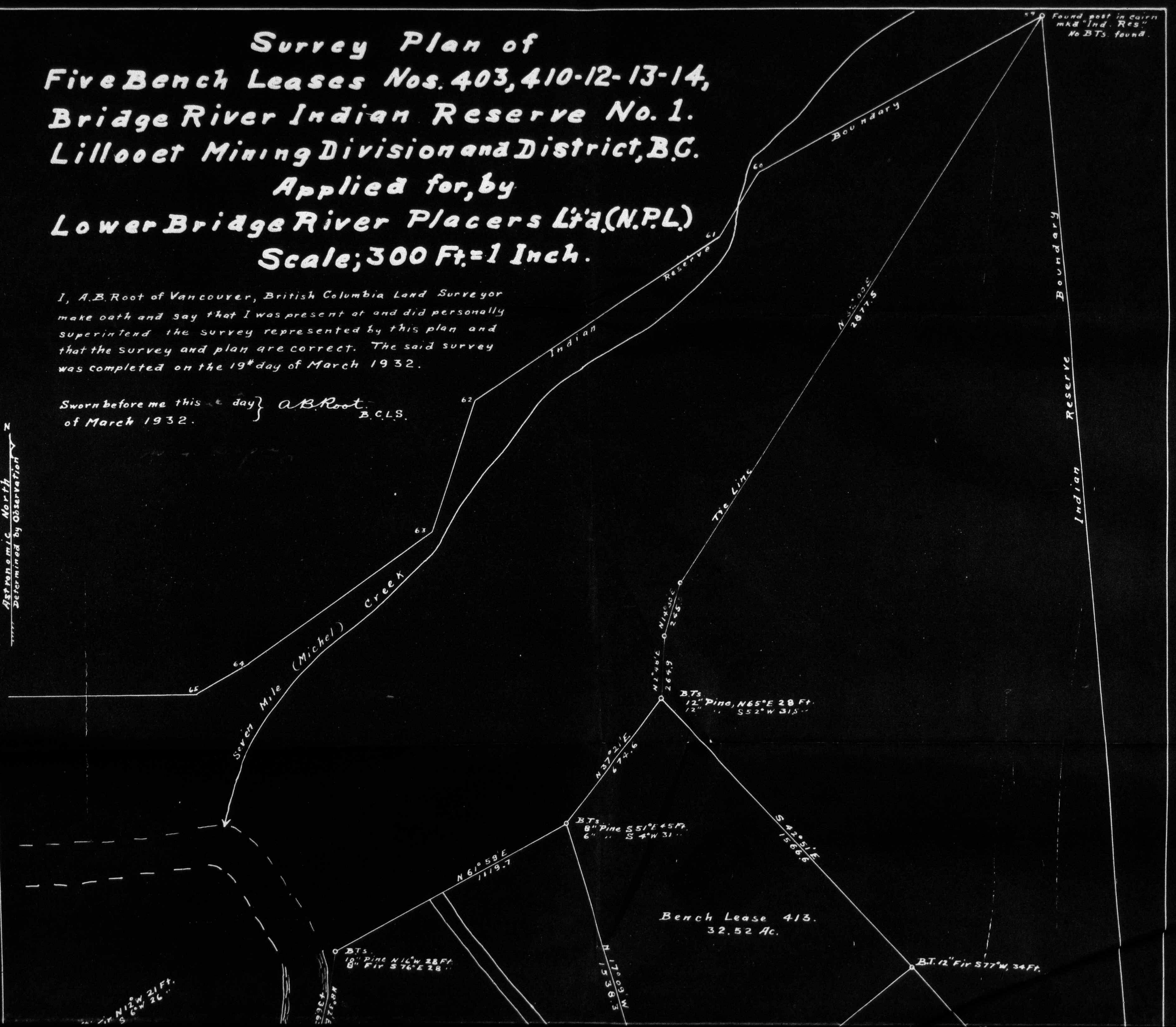
Sworn before me this day of March 1932. } A.B. Root. B.C.L.S.



1 of

Indian Affairs. (RG-10, Volume 7640, File 1-1-65-50 Pt.1)

PUBLIC ARCHIVES
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2 of 2

TELEPHONE DOUGLAS 660

LOWER BRIDGE RIVER PLACERS LIMITED

NON-PERSONAL LIABILITY

902 CREDIT FONCIER BUILDING

VANCOUVER, B. C.

March 30, 1932.

INDIAN OFFICE
MAR 31 1932
LYTTON, B.C.

A. Strang Esq.,
Indian Agent,
Lytton, B. C.

Dear Sir:

We hereby make application for the surface rights of bench leases #403, 410, 412, 413, 414, on the Bridge River Indian Reserve #1 and also the water right for mining purposes on Seven Mile Creek. This Creek has been used to irrigate about forty acres of cultivated land comprising part of the bench leases referred to.

In accordance with your letter we are enclosing herewith one linen tracing and two blue prints.

For the rights desired we make the following offer:

(1) Five per cent. of the gross gold recovery taken from the above mentioned bench leases.

(2) $1.00 per acre per year for the forty acres of cultivated land and 50¢ per acre per year for the wild land.

(3) To compensate Frank Michel, the Indian residing on this property, for the loss of the domestic water $1.75 per day for each and every day that the water is used by us.

As it is desirable for various reasons to start operations at the earliest moment possible anything you can do to expedite the consideration of the matter will be appreciated.

Yours very truly,

LOWER BRIDGE RIVER PLACERS LTD. (NPL)

A. [illegible]

President

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-60

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
APR 29 1932
RECORDS

IN YOUR REPLY REFER TO
No. 11678-C-4/1
ALSO
TO DATE OF THIS LETTER

Lytton, B. C.,

April 23rd, 1932

Sir,—

I herewith beg to enclose a letter from the Lower Bridge River Placers Limited asking for surface rights on bench leases on the Bridge River Indian Reserve No. 1, numbered 403, 410, 412, 413, and 414, together with a linen tracing and two blue prints.

In regard to this I beg to say that I did not send this in before, as I am not altogether in favor of it.

In regard to a portion of the land covered by Lease No. 413, and portions of Leases Nos. 412 and 414, which belongs to Frank Michell, this is very good agricultural land, and he has asked $6000.00 for it, which is not out of the way owing to it being well cultivated. $1.00 a year for this land is not enough, because when the mining is finished there would be no land left to cultivate. The land as it is now is far more valuable to the Indians, than the royalty from the gold taken out of it, as no one can tell how much or how little there is.

The rest of Leases Nos. 412 and 414 and also Nos. 403 and 410 are not agricultural land, but poor gravelly benches, with a little scrub timber.

I told these people that I did not approve of the proposition as it stands, but they insisted that I should put it up to the Department.

In the matter of water they would have to get their own water right for mining.

You will also notice that the public road runs through this property and this matter would also have to be arranged.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
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CANADA

O. H. M. S.

Department of Indian Affairs

Indian Affairs. (RG 10, Volume 7640, File 19165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN of
BRIDGE RIVER
INDIAN RESERVES
LILLOOET DIST.
B.C.

Surveyed by W. Vernnett D.L.S. 1884-85
Scale 40 Chains to inch.

J. Pras
Chief Surveyor
Dept of Indian Affairs.

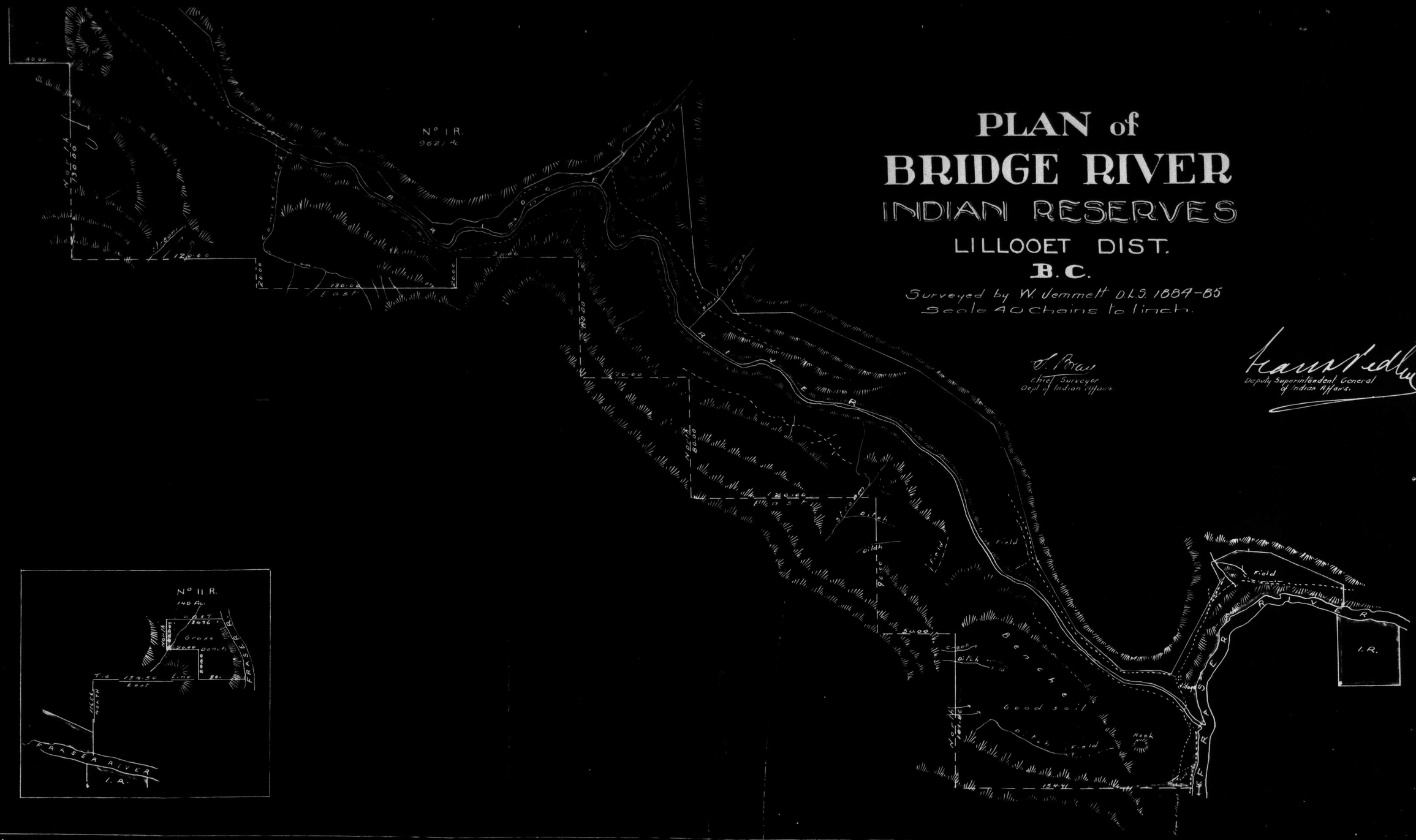
Deputy Superintendent General
of Indian Affairs.

PLAN of
BRIDGE RIVER
INDIAN RESERVES
LILLOOET DIST.
B.C.
Surveyed by W. Vernett D.L.S. 1884-85
Scale 40 chains to 1 inch.
J. Prax
Chief Surveyor
Dept of Indian Affairs
Deputy Superintendent General
of Indian Affairs.
N° I R.
962 1/4 Ac
Cultivated and soil
Cornice Creek
BRIDGE RIVER
East
North
Field
Ditch
Bench
I. R.
N° II R.
140 Ac.
Grass
Bank
Line
2 OF

PLAN of BRIDGE RIVER INDIAN RESERVES

LILLOOET DIST. B.C.

Surveyed by W. Vernmelt D.L.S. 1884-85
Scale 40 Chains to 1 inch.



J. Perry
Chief Surveyer
Dept of Indian Affairs

Hayter Reed
Deputy Superintendent General
of Indian Affairs.

3 OF

PUBLIC ARCHIVES
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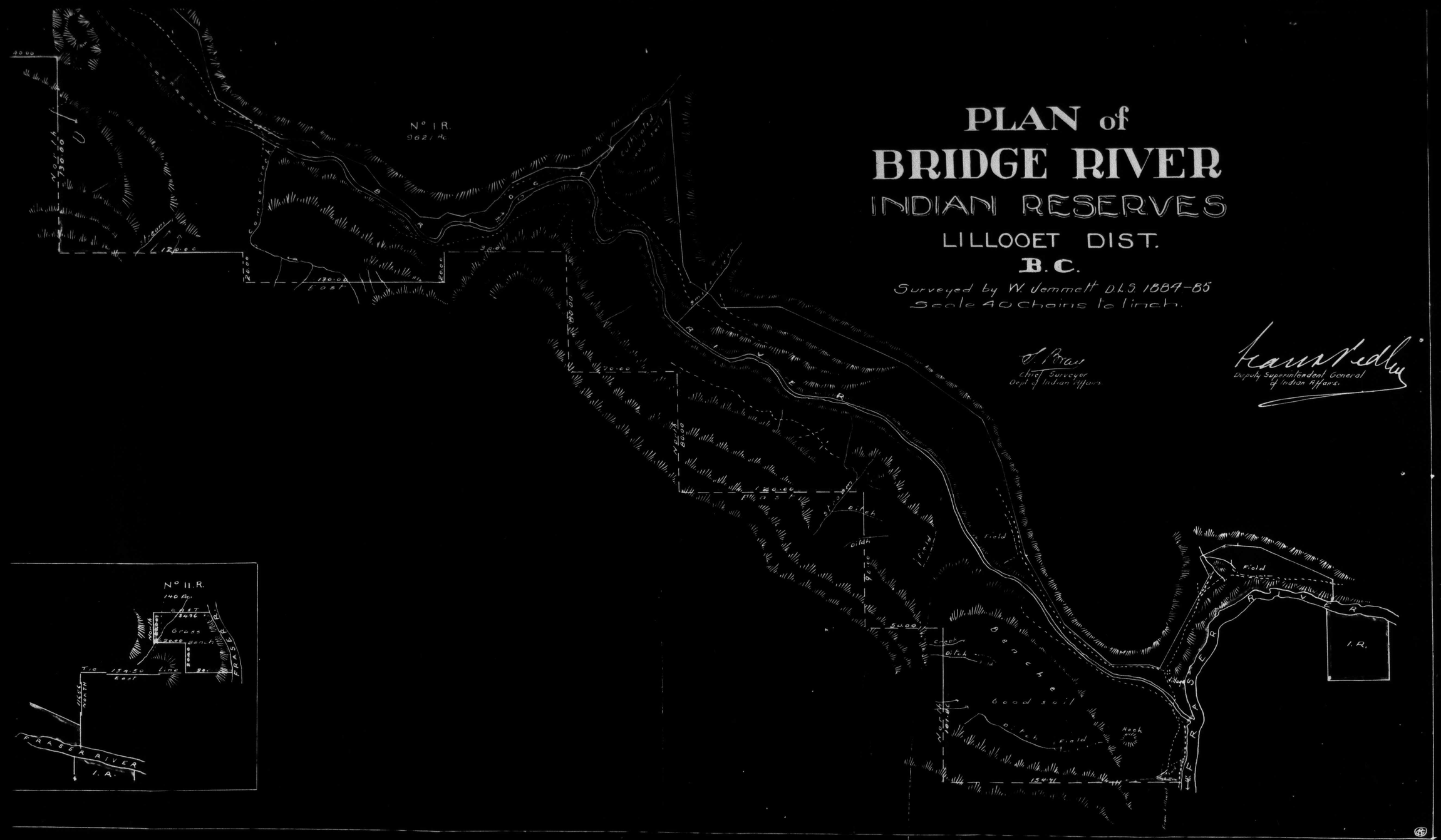
CANADA

PLAN of BRIDGE RIVER INDIAN RESERVES

LILLOOET DIST. B.C.

Surveyed by W. Jemmett D.L.S. 1884-85
Scale 40 chains to 1 inch.



T. Brass
Chief Surveyor
Dept of Indian Affairs

Hamilton Ridley
Deputy Superintendent General
of Indian Affairs.

153 B.C.

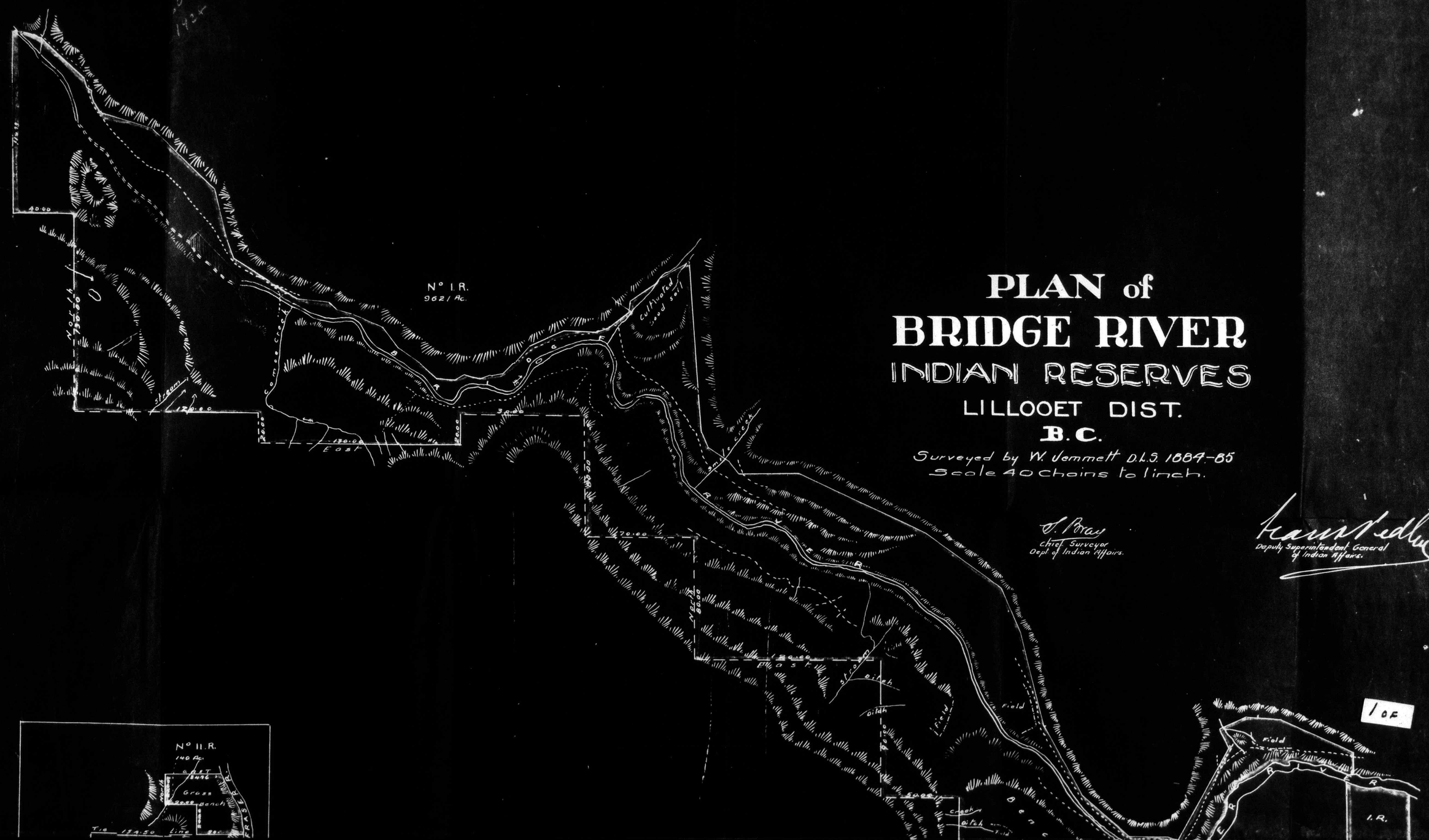
4 of 4.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLAN of BRIDGE RIVER INDIAN RESERVES

LILLOOET DIST. B.C.

Surveyed by W. Jemmett D.L.S. 1884-85
Scale 40 chains to 1 inch.



J. Bray
Chief Surveyor
Dept of Indian Affairs.

Deputy Superintendent General
of Indian Affairs.

PLAN of BRIDGE RIVER INDIAN RESERVES

LILLOOET DIST. B.C.

Surveyed by W. Vernmett D.L.S. 1884-85
Scale 40 Chains to 1 inch.

J. Bray
Chief Surveyor
Dept of Indian Affairs.

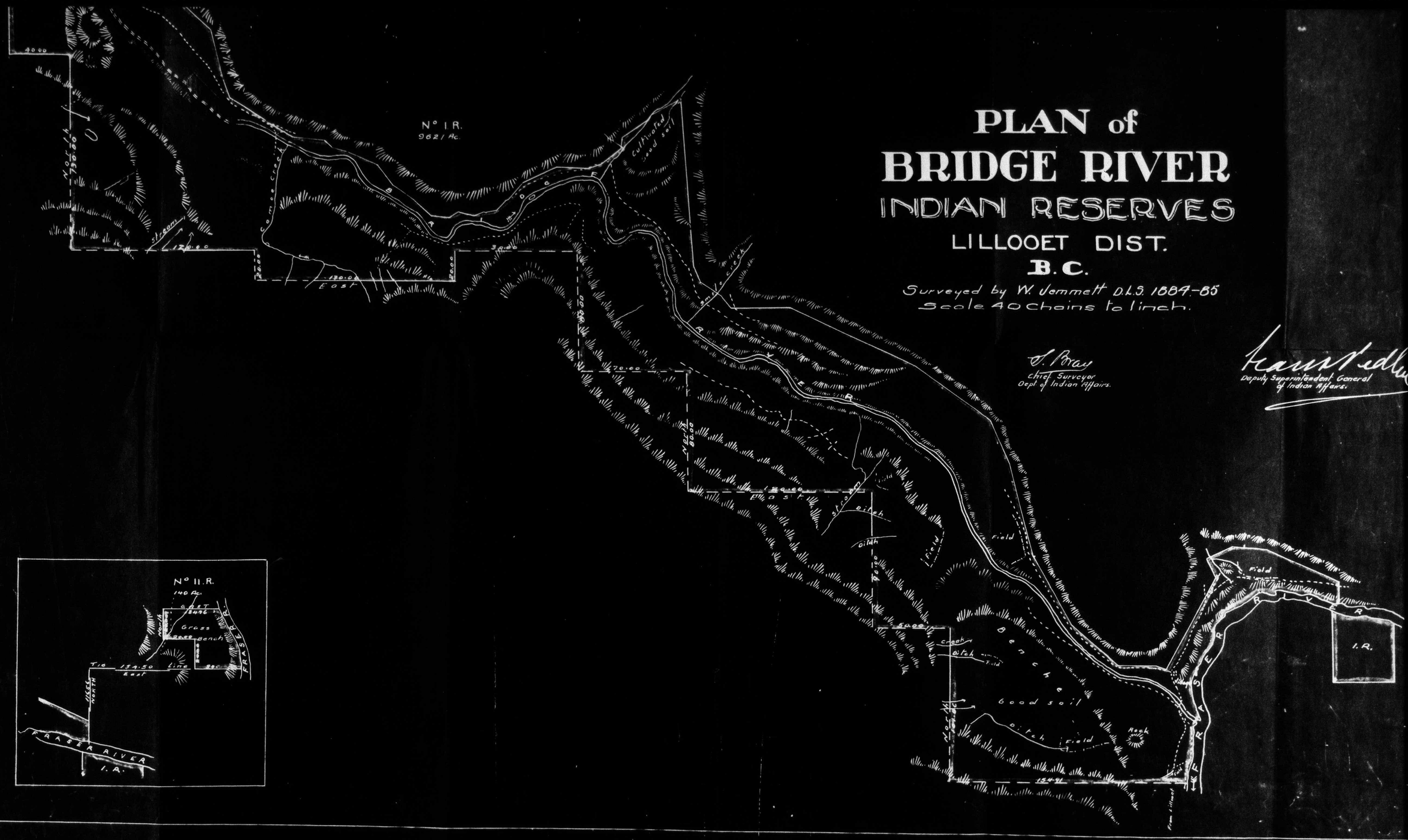
Deputy Superintendent General of Indian Affairs.

2 OF

PLAN of BRIDGE RIVER INDIAN RESERVES

LILLOOET DIST. B.C.

Surveyed by W. Jemmett D.L.S. 1884-85
Scale 40 chains to 1 inch.



J. Bray
Chief Surveyor
Dept of Indian Affairs.

Deputy Superintendent General of Indian Affairs.

26x19

Tracing

3 of

PUBLIC ARCHIVES
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CANADA

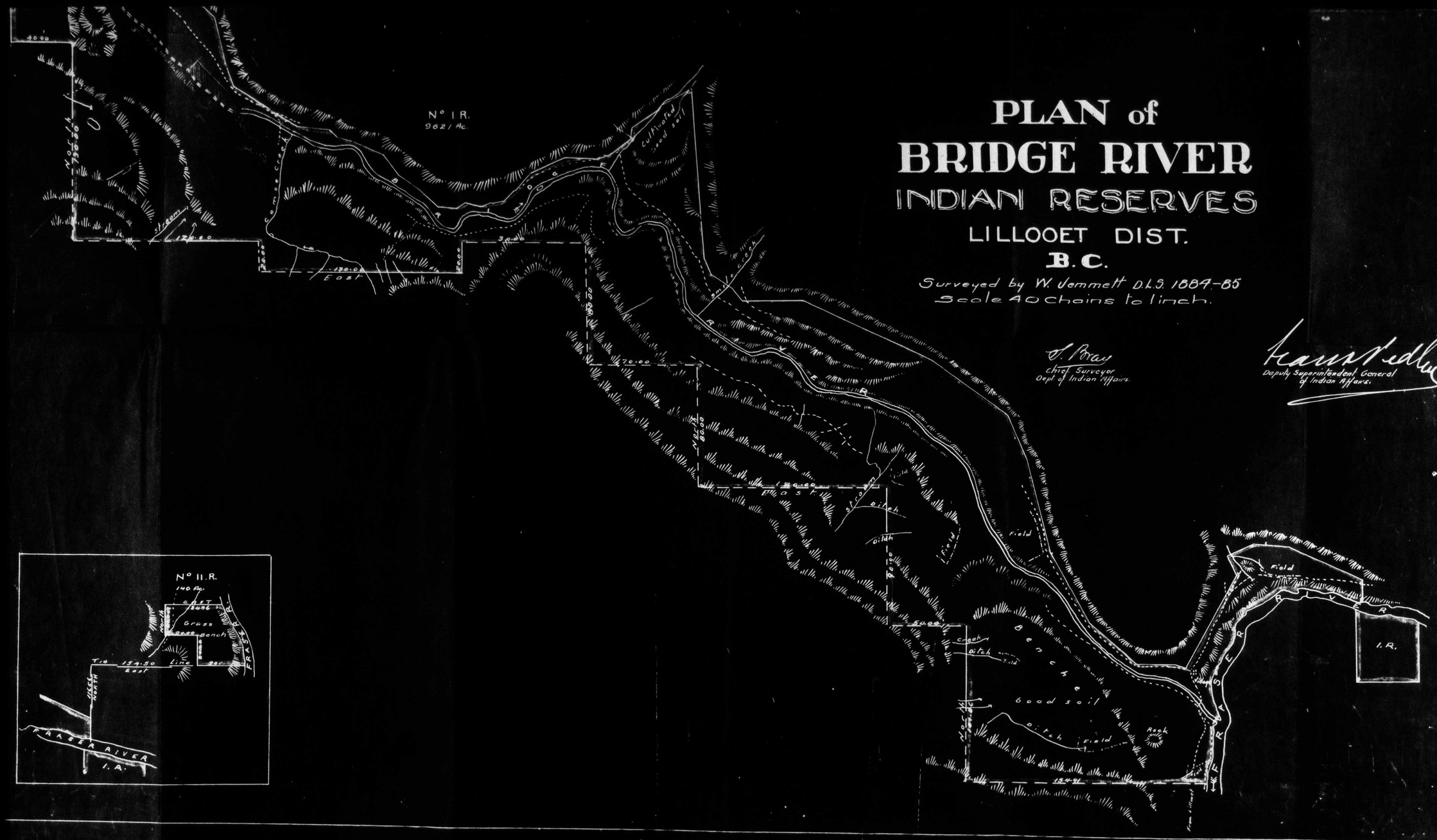
PLAN of BRIDGE RIVER INDIAN RESERVES

LILLOOET DIST. B.C.

Surveyed by W. Vernmett D.L.S. 1884-85
Scale 40 chains to 1 inch.

J. Pratt
Chief Surveyor
Dept of Indian Affairs.

Deputy Superintendent General
of Indian Affairs.



Tracing 153 B.C.

4 of 4.

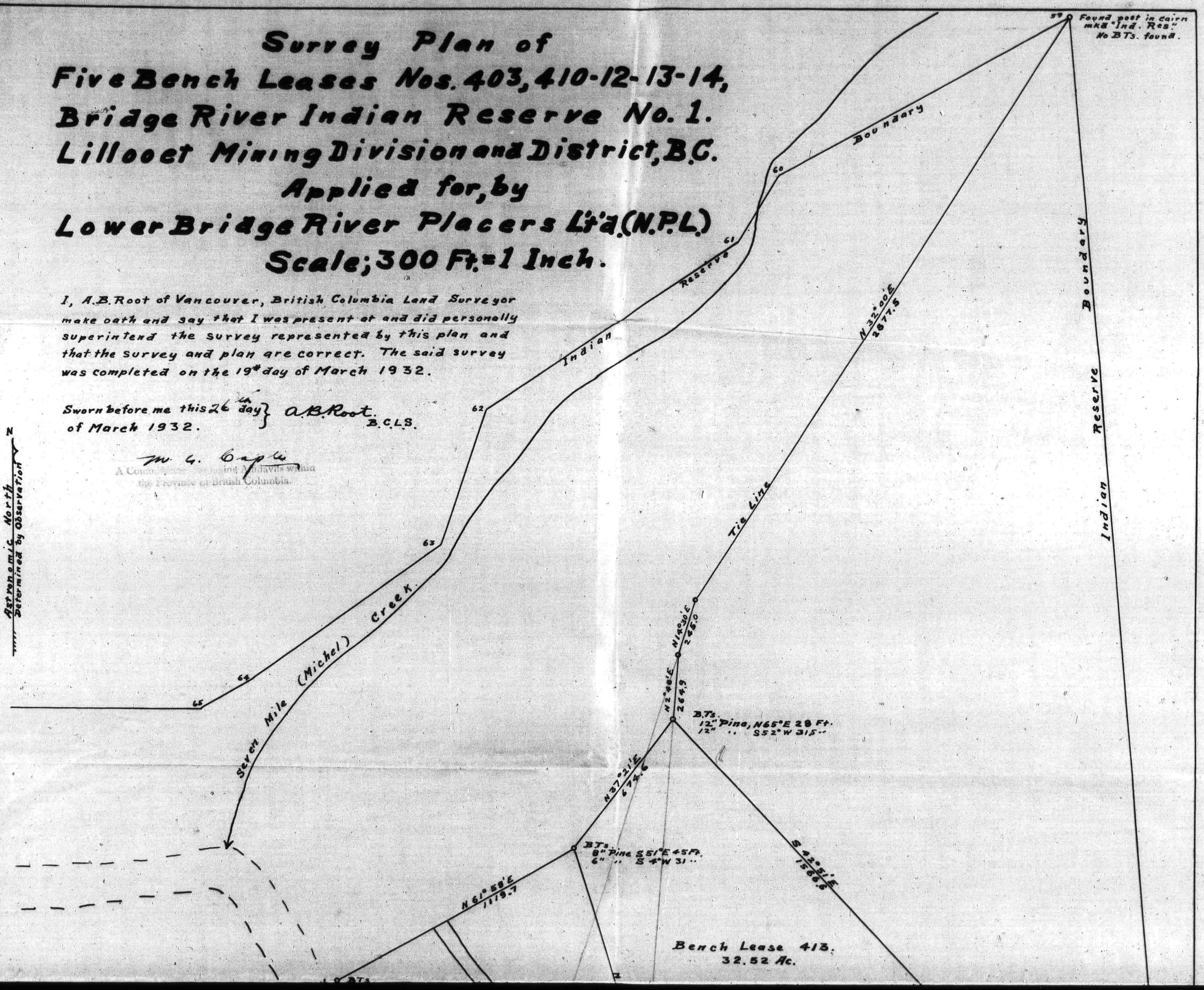
Indian Affairs. (RG 10, Volume 7[illegible], File 1[illegible] Part 3)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Survey Plan of
Five Bench Leases Nos. 403, 410-12-13-14,
Bridge River Indian Reserve No. 1.
Lillooet Mining Division and District, B.C.
Applied for, by
Lower Bridge River Placers Ltd. (N.P.L.)
Scale; 300 Ft. = 1 Inch.

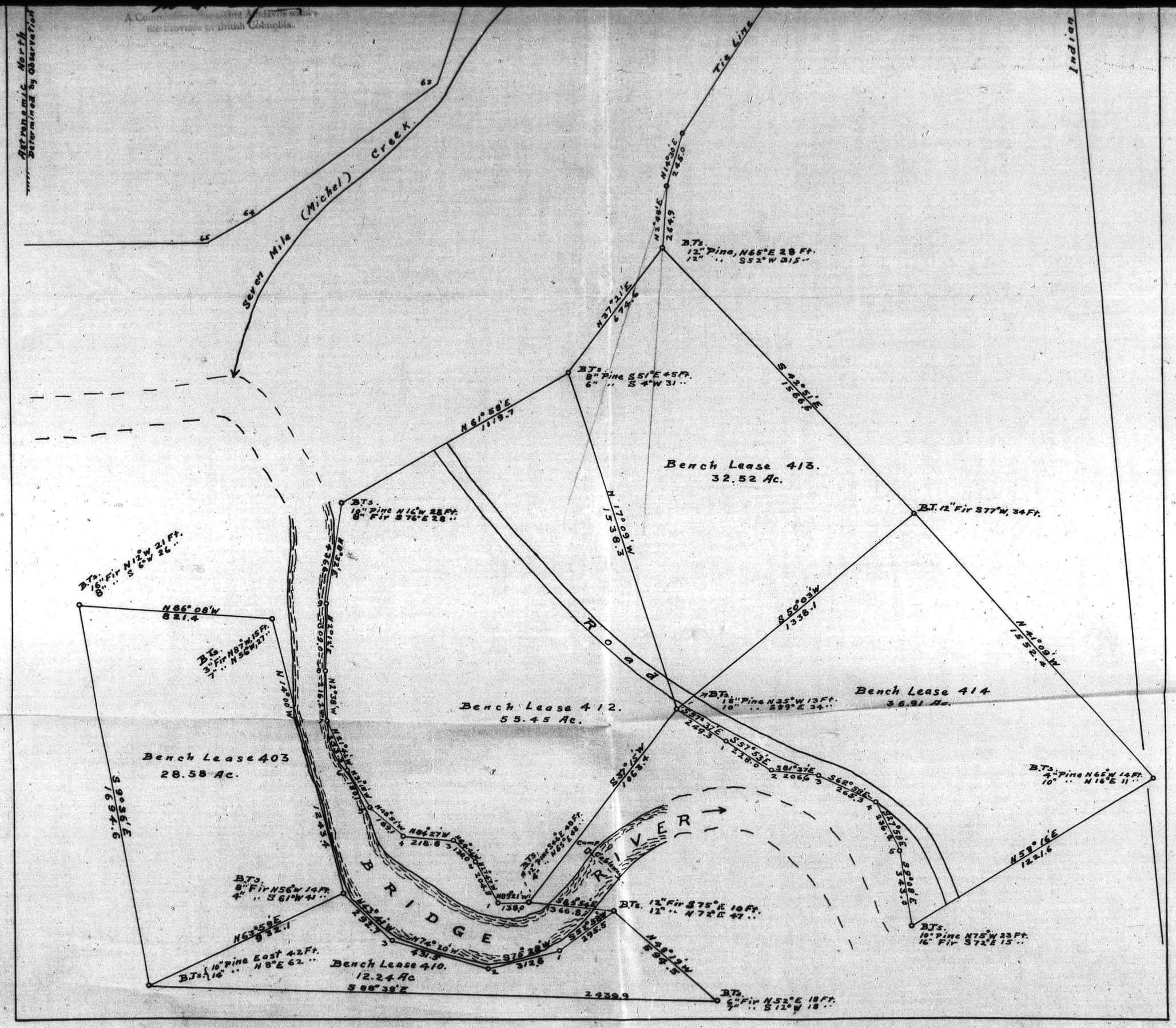
I, A.B. Root of Vancouver, British Columbia Land Surveyor make oath and say that I was present at and did personally superintend the survey represented by this plan and that the survey and plan are correct. The said survey was completed on the 19th day of March 1932.

Sworn before me this 26th day of March 1932. } A.B. Root. B.C.L.S.

W. G. Cagle
A Commissioner for taking Affidavits within the Province of British Columbia.



1 of


Astronomic North
Determined by Observation
Seven Mile (Michel) Creek
Tie Line
Indian
Bench Lease 413.
32.52 Ac.
Bench Lease 412.
55.45 Ac.
Bench Lease 414
36.91 Ac.
Bench Lease 403
28.58 Ac.
Bench Lease 410.
12.24 Ac
ROAD
BRIDGE
RIVER
Camp Cabins
B.Ts. 12" Pine, N65°E 28 Ft.
12" " S52°W 31.5"
B.Ts. 8" Pine S51°E 45 Ft.
6" " S4°W 31"
B.Ts. 10" Pine N16°W 28 Ft.
6" Fir S76°E 28"
B.T. 12" Fir S77°W, 34 Ft.
B.Ts. 16" Pine N25°W 13 Ft.
10" " S89°E 34"
B.Ts. 4" Pine N65°W 14 Ft.
10" " N16°E 11"
B.Ts. 12" Fir S75°E 10 Ft.
12" " N72°E 47"
B.Js. 10" Pine N75°W 23 Ft.
16" Fir S72°E 15"
B.Ts. 6" Fir N52°E 18 Ft.
7" " S12°W 18"
B.Ts. 6" Fir N12°W 21 Ft.
8" " S6°W 26"
B.Ts. 3" Fir N87°W 15 Ft.
7" " N56°W 27"
B.Ts. 8" Fir N56°W 14 Ft.
4" " S61°W 41"
B.Js. 10" Pine East 4.2 Ft.
14" " N8°E 62"
N86°08'W 821.4
S90°36'E 1694.6
N63°59'E 932.1
S88°38'E 2439.9
N61°59'E 1119.7
N37°21'E 674.6
S42°51'E 1566.6
N17°09'W 1538.3
S50°03'W 1338.1
N4°09'W 1552.4
N59°16'E 1221.6
S37°15'W 1063.4
N43°41'W 1921.7
N74°20'W 431.3
S75°28'W 312.8
N28°19'W 594.5
N14°30'E 245.0
N2°28'E 264.9
N14°00'W
N12°12'E
N16°32'E
N29°12'W
S62°38'E 265.3
S27°52'E 343.0
S9°08'E

2 of 2

18165-60

Ottawa. May 4th.1932.

Sir:-

In reference to your letter of the 23rd.ult. regarding application of Lower Bridge River Placers Ltd.for lease of the surface rights covering certain bench leases granted to them by the District Gold Commissioner,the Department is of the opinion that Gold Commissioner is exceeding his powers in granting mining leases on Indian Reserves without first consulting the Department or the local agent.

The Indian Act definitely forbids any person entering on to an Indian Reserve,other than an Indian of the Band,without first securing permission from the Superintendent General,and this phase of the situation is being taken up with the Indian Commissioner at Victoria.

With respect to this particular case,the Department desires to know just exactly what individual rights the Indian Frank Michel possesses on the Bridge River,and if such rights are recognized by the Bridge River Band.

The third paragraph of your letter is not quite clear,as apparently Frank Michel owns land covered by these mining leases and he also controls land opposite Antoine Creek,and covered by the Moha lease,which is obviously in a different section of the reserve.

Kindly prepare a rough sketch showing the principal features of the reserve,and the location(approx),of land owned by Michel,bench leases Nos.403,410,412,413 and 414 and the so-called Moha Mining lease.

Secretary.
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

C O P Y

FORM T. D. 2X

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

TELEGRAM

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

TIME FILED
CHECK

(Printed in Canada)

J. McMILLAN, General Manager of Telegraphs, Montreal.

Send the following message, subject to the terms on back hereof, which are hereby agreed to.

Vancouver, B.C. May 3, 1932.

C.H.Dickie M.P.,
House of Commons
Ottawa

DONT UNDERSTAND YOUR WIRE MUST BE SOME MISTAKE STOP THERE IS NO ORIGINAL LICENSE HOLDER IN THIS CASE STOP OUR COMPANY LOWER BRIDGE RIVER PLACERS ORIGINAL APPLICANTS FOR GROUND DESIRED ON INDIAN RESERVE AND NO REPLY YET RECEIVED TO OUR APPLICATION DATED MARCH THIRTIETH STOP UNDERSTAND PERMISSION GRANTED OTHER COMPANIES TO OPERATE ON INDIAN RESERVES ON ROYALTY AND RENTAL BASIS STOP BULK OF GROUND APPLIED FOR WORTHLESS FOR AGRICULTURAL PURPOSES OR OTHERWISE PLEASE SEE WHY MATTER IS HELD UP AND WIRE ADVICE

Wellington Beaton

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

Department of Indian Affairs

Ottawa, May 5 1932

Mr. Williams:

Mr. Ladner, M.P. had a long conference with me this morning re this and is anxious that it be expedited as much as possible. He strongly endorses the application

J. B. Lacombe

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NIGHT LETTER

Form 6107, replacing Form N.L. 2-T.W.

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wi[illegible]
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TELEGRAPH CO.

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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, May 5, 1932.

A Strang
Indian Agent
Lytton B.C.

REFERENCE YOUR LETTER APRIL TWENTY-THIRD LOWER BRIDGE RIVER PLACERS APPLICATION stop RENTAL AND ROYALTY SATISFACTORY AND IF COMPANY WILL GIVE ADEQUATE SECURITY FOR COMPENSATION FOR PROBABLE LOSS OR DAMAGE TO PROPERTY OF INDIVIDUAL INDIAN AS PROVIDED BY PARAGRAPH D OF REGULATIONS ENTRY MAY BE GRANTED PENDING ISSUE OF FORMAL LEASE stop ADVISE DEPARTMENT AS TO AMOUNT OF COMPENSATION YOU CONSIDER SHOULD BE PAID TO MICHELL OR OTHER LOCATEE AND AS TO WHAT FORM OF SECURITY COMPANY OFFERS FOR SUCH AMOUNT

A. S. Williams.

Charge I. A.

a.s.w.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

NIGHT LETTER

Form 6107, replacing Form N.L. 2-T.W.

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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, May 5, 1932.

Wellington Beaton
Vancouver B.C.

REFERENCE YOUR WIRE THIRD INSTANT TO MR. DICKIE stop FOLLOWING TELEGRAM SENT TO AGENT STRANG LYTTON quote REFERENCE YOUR LETTER APRIL TWENTY-THIRD LOWER BRIDGE RIVER PLACERS APPLICATION stop RENTAL AND ROYALTY SATISFACTORY AND IF COMPANY WILL GIVE ADEQUATE SECURITY FOR COMPENSATION FOR PROBABLE LOSS OR DAMAGE TO PROPERTY OF INDIVIDUAL INDIAN AS PROVIDED BY PARAGRAPH D OF REGULATIONS ENTRY MAY BE GRANTED PENDING ISSUE OF FORMAL LEASE stop ADVISE DEPARTMENT AS TO AMOUNT OF COMPENSATION YOU CONSIDER SHOULD BE PAID TO MICHELL OR OTHER LOCATEE AND AS TO WHAT FORM OF SECURITY COMPANY OFFERS FOR SUCH AMOUNT quote

Charge I. A. A. S. Williams.

a.s.w.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

May 5th. 1932.

MEMORANDUM

Hon. Thomas G. Murphy -

I am returning herewith Mr. Wellington Beaton's telegram to Mr. Dickie, M.P., and for your information I am enclosing copy of our telegram to Mr. Beaton.

Acting Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60 EX'D.

DEPT. OF INDIAN AFFAIRS
MAY 4 1932
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

11704-C-4/1 18165-60

Lytton, B. C.,
April 29, 1932.

R.

Sir:-

I have your telegram dated April 20, in reference to Frank Michell's claim on the Bridge River Indian Reserve No. 1.

Mr. D.J.Stewart, representative of the United Development Corporation advises me that the $500.00 paid into the Department last August was to pay part of Frank Michell's claim. I did not understand the matter that way at all. I understood that the $500.00 was to paid on the band's interest. Mr. Paton wishes this money returned to Frank Michell.

It is unfortunate that this misunderstanding arose, but I naturally thought that the $500.00 was for surface rights, which would not go to Frank Michell personally, but only as it concerned him as a member of the Bridge River Band. Also I was told that he had received $500 for his pipe, fluming, etc., which he declares he never did receive.

I think I was correct in taking the $500 paid last August as part payment on the band interest. The trouble seems to have arisen owing to the death of Mr. Gamble, the president of the corporation. There seems to have been some misunderstanding between him and Mr. Stewart.

Noted

At present Mr. Paton is on the claim and his men, under Frank Michell's supervision are working there.

I have the honor to be,
Sir,
Your obedient servant,
A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

FORM T. D. 1

TELEGRAM

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

(Printed in Canada)

J. McMILLAN, General Manager of Telegraphs, Montreal.

RAA300 145 NL 1 EX 72 STANDARD TIME

VANCOUVER BC 13

1952 MAY 13 PM 9 59

433

A S WILLIAMS

DEPARTMENT OF INDIAN AFFAIRS OTTAWA ONT

LOWER BRIDGE RIVER PLACERS LIMITED WILL AGREE GIVE BOND TO INDIAN DEPARTMENT THAT COMPANY WILL PAY THREE THOUSAND DOLLARS TO THE INDIAN DEPARTMENT WHEN COMPANY COMMENCES MINING OPERATION BY WASHING GRAVEL ON CULTIVATED AREA INSIDE MICHEL'S LINE FENCE AS AT PRESENT ESTABLISHED AND IN MEANTIME COMPANY WILL PAY INTEREST AT RATE OF SEVEN PERCENT PER ANNUM ON SAID THREE THOUSAND DOLLARS INTEREST PAYABLE MONTHLY AS INDIAN AGENT MAY SPECIFY STOP IN RETURN

Copied

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

FORM T. D. 1

TELEGRAM

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

(Printed in Canada)

J. McMILLAN, General Manager of Telegraphs, Montreal.

~~A300/2 NL A S WILLIAMS OTTAWA EX VANCOUVER~~

STANDARD TIME

1952 MAY 13 PM 9 59

COMPANY IS TO BE GIVEN FREE ACCESS TO MICHEL PROPERTY AND TO PUT PIPE LINE ACROSS HIS LAND AND TO USE HIS DITCH AND TO TAKE OVER ALL BUILDINGS AND IMPROVEMENTS OF ALL KINDS ON LEASES FOUR TWELVE AND FOUR THIRTEEN AND FOUR FOURTEEN STOP THIS ARRANGEMENT SATISFACTORY MICHEL AND ACCEPTANCE BY INDIAN DEPARTMENT RECOMMENDED BY STRANG STOP REQUEST DEPARTMENTAL RATIFICATION BY WIRE AS WORK AND PAYROLLS HELD UP PENDING DEPARTMENT SANCTION

LOWER BRIDGE RIVER PLACERS LTD

A N WOLVERTON PRESIDENT

Copied

Indian Affairs. (RG 10, Volume 7640, File 18165-60 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 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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RB63 80 QCL/EOT NL 1/60

STANDARD TIME

LYTTON BC 13

1932 MAY 13 PM 9 30

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Immediate
Mr Caldwell.

DEPUTY SUPT GENERAL

533

DEPT OF INDIAN AFFAIRS OTTAWA ONT

LOWER BRIDGERIVER PLACER LIMITED AGREES TO GIVE A BOND TO DEPARTMENT THAT THEY WILL PAY THREE THOUSAND DOLLARS WHEN THEY COMMENCE MINING GRAVEL ON CULTIVATED AREA INSIDE MICHELLS PRESENT LINE FENCE IN MEANTIME WILL PAY TEN PERCENT INTEREST OF THREE THOUSAND IN RETURN COMPANY TO HAVE FREE ACCESS TO MICHELL PROPERTY TO ESTABLISH PIPE LINE USE HIS DITCH AND

Confirmed
E.B.

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

with WESTERN U... TELEGRAPH... Cable Service to all the World Money Transferred by Telegraph

1932 MAY 13

RB63 2/20

STANDARD TIME

TAKE OVER ALL BUILDINGS AND IMPROVEMENTS OF ALL KINDS EXCEPTING MILL ON LEASES FOUR TWELVE FOUR THIRTEEN FOUR FOURTEEN WRITING A STRANG.

Confirmed

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ANADIAN PACIFIC RAILWAY COMPANY'S TELEGR

TELEGRAM

CABLE CONNECTIONS TO ALL THE WORLD

TIME

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.

F.18165-60

Ottawa. May 14th.1932.

A.N.Wolverton Esq.
Lower Bridge River Placers Ltd.
Vancouver. B.C.

Reference your telegram thirteenth full instructions wired agent Strang today.

A.S.Williams.

Cbg.D.I.A.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

NIGHT LETTER

Form 6107, replacing Form N.L. 2-T.W.

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W. G. BARBER, GENERAL MANAGER

RECEIVER'S NO.	TIME FILLED	CHECK

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

F. 18165-60

Ottawa. May 14th.1932.

A.Strang Esq.
Indian Agent
Lytton B.C.

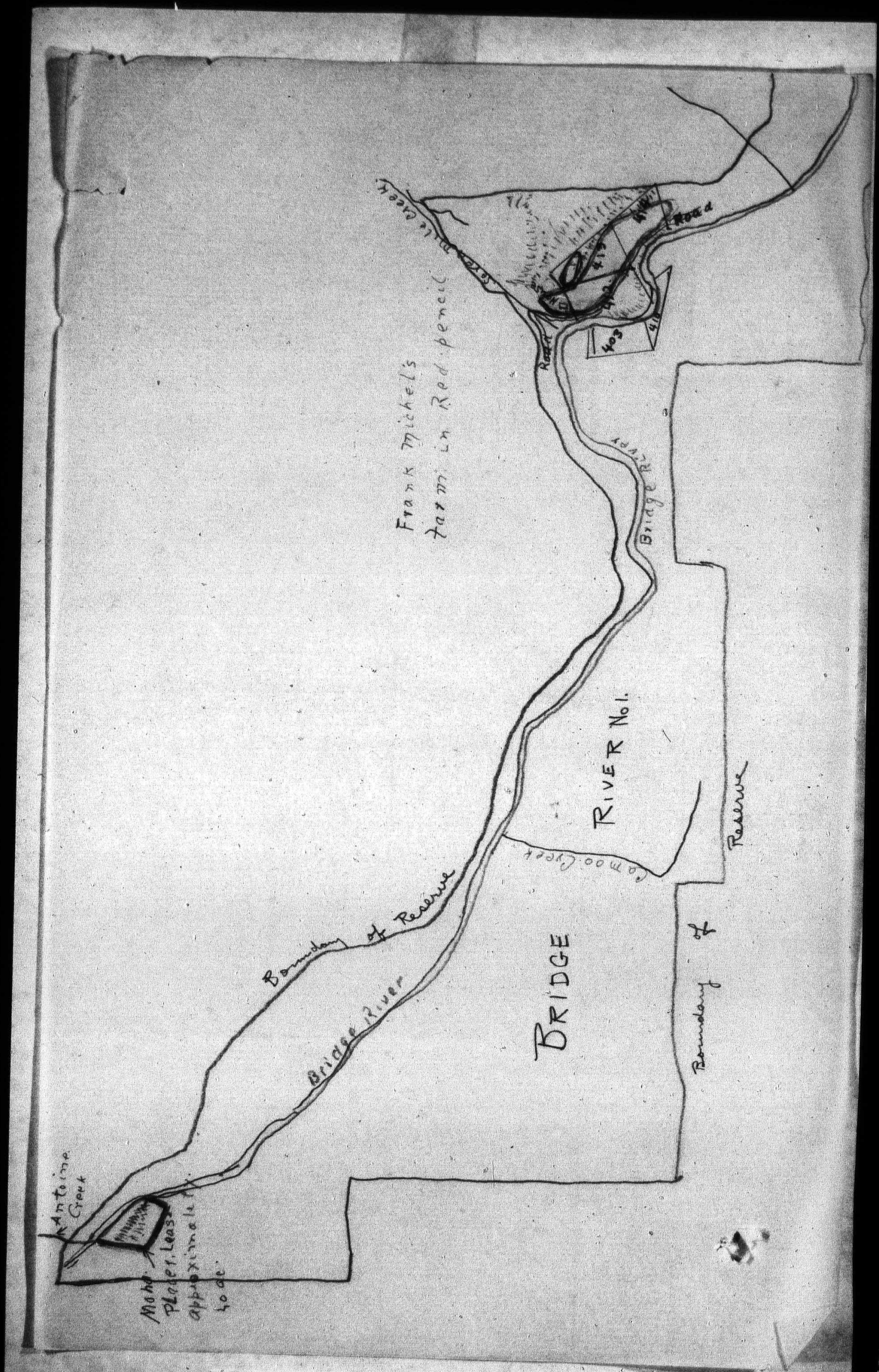
Arrangement set forth in your telegram of thirteenth for entry of Lower Bridge River Placers approved provided Michel satisfied and three thousand dollar bond endorsed by two other acceptable sureties.

A.S.Willams.

Chg.D.I.A.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

INDIAN AGENT'S OFFICE

DEPT. OF INDIAN AFFAIRS
MAY 16 1932
RECORDS

Lytton, B. C.,

IN YOUR REPLY REFER TO
No. 11799-C-4/1
ALSO
TO DATE OF THIS LETTER

18165-60

May 12th, 1932. 19

Rec'd

Sir,—

I beg to acknowledge receipt of departmental letter dated May 4th, in reference to mining activities in connection with the Lower Bridge River Placers Limited, and the so-called Moha mining lease, asking for a rough sketch showing the principal features of the reserve and the approximate location of the land owned by Frank Michell in connection with bench leases numbered 403, 412, 410, 413, and 414, and the so-called Moha mining lease.

In reply I am now enclosing a sketch as requested, which shows these features. I have drawn Frank Michell's ranch as well as possible, showing how the leases effect it, and I have shown also the Moha lease, which is entirely separate from Michell's ranch.

The Moha claim was discovered by Michell whilst prospecting, and has nothing to do with the proposition put up by the Lower Bridge River Placers Limited.

Frank Michell's ranch is covered by the leases numbered 413, 414 and a portion of 412, which take in all but a very small piece of land on which his house stands, and a few fruit trees behind it. Lease No. 412 covers his sawmill site, his barns and sheds.

He wants $6000.00 for his improvements as when the land has been hydrauliced there will be nothing left to cultivate, and as far as land is concerned he and his sons would be absolutely without means of support.

The leases 403, 410 and the larger portion of 412 cover land which is of no account for agriculture, so I have no objection to this being taken, provided of course the rental and royalty are paid, but in regard to the valuation of Frank Michell's cultivated land I would say that $3000.00 would be the lowest valuation I could put on it, but these people only offer $800.00, which is far too little.

As far as Michell's individual rights are concerned, he is a member of the Bridge River Band and born here. His rights are recognized by the Bridge River band as one of the band.

The Indians of the Bridge River Band object and have always objected to white men even prospecting on their lands, but in 1919, Section 50 of the Indian Act was so amended that the Governor in Council could make regulations

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

could make regulations

enabling the Superintendent General without surrender to issue leases for surface rights of Indian Reserves, even if the Indians did object to their land being destroyed.

The people asking for surface rights on this reserve claim that they do not have to get any permission for the privilege of mining on any creek running through Indian Reserve from the Department of Indian Affairs, as they say that they have the right by Provincial Government regulations to mine 500 feet on either bank of any creek no matter where it is situated. This would mean that according to this they would not have to get a lease from the Department of Indian Affairs for surface rights covered by the greater part of leases numbered 403 and 410 on the south bank of the Bridge River, and on most of Lease 412 below the road on the north bank of Bridge River. I would like to have the Department's ruling on this, as I understood that in the case of a creek running through an Indian Reserve where the reserve land was on each side of it the reserve took in the whole stream, excepting on rivers such as the Fraser River. As there are so many people now asking to prospect and to stake claims for mining on Indian Reserve, it is most important to have an understanding on this matter.

In regard to the first paragraph of your letter in regard to the leases being given out by the District Gold Commissioner these were taken out according to Form No. 260, Regulations for the disposal of minerals other than coal, petroleum and natural gas on Indian Reserves, Page 7, Paragraph (c).

The leases I object to are those covering the agricultural land held by Frank Michell, as if people are allowed to take agricultural land in this way, it means the Indians are liable to lose a goodly acreage of their agricultural land, which means that sooner or later more Indians would be left destitute for the Indian Department to care for. There is not enough agricultural land in this Agency now for all the Indians who need it, so much of their land is rocky and sidehill.

Another feature of the case is that these people intend to get the use of the water rights on the Seven Mile Creek, which would interfere with the irrigation system of this reserve, not only in the case of Frank Michell, but in regard to other Indians of the reserve who have land in that vicinity, as the water is for the reserve and not for individual Indians.

I have stopped these people from working on this property, which they informed me it was their intention to do, until they receive a lease for the surface rights from the Department, which at the present time they do not hold.

Trusting that this is the explanation that you require, and that you will be able to understand the sketch,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
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CANADA

18165-60

CABLE ADDRESS:
"WOLVERTON, VANCOUVER"

CONTINUOUS QUOTATIONS VANCOUVER STOCK EXCHANGE

CODES: BEDFORD McNEIL
CLOUGH'S MINING
LIEBERS
BENTLEY'S
A.B.C. 4TH ED.

WOLVERTON & CO., LIMITED

MEMBERS VANCOUVER STOCK EXCHANGE SINCE 1910

STOCKS, BONDS, INVESTMENTS

ALSO AT PANAMA, C.A.

3RD FLOOR
558 GRANVILLE STREET,
VANCOUVER,
BRITISH COLUMBIA

DEPT. OF INDIAN AFFAIRS
MAY 19 1932
RECORDS

Letter
Note

May 13th, 1932.

A. S. Williams, Esq.,
Department of Indian Affairs,
Ottawa, Canada.

Dear Sir:

Re placer operations on Lower Bridge River, and ratification by your Department of settlement covering certain surface rights and improvements of Frank Michel.

These matters have been discussed by our Major Hartley with Mr. Strang, the representative of your Department in Lytton, and I have wired you today as follows:-

"Lower Bridge River Placers Limited will agree give bond to Indian Department that Company will pay Three Thousand Dollars to the Indian Department when Company commences mining operation by washing gravel on cultivated area inside Michel's line fence as at present established and in meantime Company will pay interest at rate of 7% per annum on said Three Thousand Dollars interest payable monthly as Indian Agent may specify. Stop. In return Company is to be given free access to Michel property and to put pipe line across his land to use his ditch and to take over all buildings and improvements of all kinds on leases 412 and 413 and 414. Stop. This arrangement satisfactory Michel and acceptance by Indian Department recommended by Strang. Stop. Request Departmental ratification by wire as work and payrolls held up pending Department sanction."

I am respectfully urging Departmental sanction by wire covering this arrangement due to the fact that considerable work involving a material labor pay-roll is held up which is an important consideration from a national point of view at the present time.

The Company is prepared to go ahead on receipt of telegraphic ratification of this arrangement, which Mr. Strang informs me has been agreed to by the Indian. The necessary undertaking by the Company covering payment of

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CABLE ADDRESS:
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WOLVERTON & CO., LIMITED

MEMBERS VANCOUVER STOCK EXCHANGE SINCE 1910

STOCKS, BONDS, INVESTMENTS

ALSO AT PANAMA, C.A.

3RD FLOOR
558 GRANVILLE STREET
VANCOUVER,
BRITISH COLUMBIA

A. S. Williams, Esq. 2. 5/13/32.

interest in the meantime, and payment of the cash item of $3,000 at a later date will of course be executed in proper form implementing telegraphic agreement.

Yours faithfully,

ANW:RG.

A. Wolverton

President Lower Bridge River Placers Ltd.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-60

INDIAN AGENT'S OFFICE

IN YOUR REPLY REFER TO
No. 11811-C-4/1
ALSO
TO DATE OF THIS LETTER

await bond receipt

Lytton, B. C.,

May 13th, 1932.

DEPT. OF INDIAN AFFAIRS
MAY 18 1932
RECORDS

Sir,—

I beg to acknowledge receipt of departmental telegram of May 5th, in reference to the Lower Bridge River Placers Limited, who wish to mine on the Bridge River Indian Reserve No. 1, both on the general reserve and on Frank Michell's ranch.

In regard to this matter I sent you a telegram to-day as follows:

"Lower Bridge River Placers Limited agrees to give a "bond to Department that they will pay Three Thousand "Dollars when they commence mining gravel on cultivated "area inside Michell's present line fence. In mean-"time will pay ten per cent interest on Three Thousand. "In return Company to have free access to Michell pro-"perty to establish pipe line, use his ditch, and take "over all buildings and improvements of all kinds ex-"cepting mill, on leases four twelve, four thirteen, "four fourteen. Writing."

In reference to this I wrote the Department on the 12th of May, and nothing in afroementioned telegram changes my opinion about the destruction of agricultural land by mining, but if it is to be mined I have done the best I can to get proper compensation for the Indian. The company is to pay 10% interest on $3000.00 bond until they start working on the area inside Michell's line fence, when they pay over the money. I talked this matter over with Michell and he appeared to be satisfied with this arrangement.

When wiring you I excluded Michell's saw-mill from the buildings that the company were to take over as he can move the machinery to another place.

Trusting that the Department will forward a lease to be signed by the Lower Bridge River Placers Limited at an early date,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Canada.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
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18165-60

Bridge River Ind. Reserve
Lillooet B.C.
May 30. 1932

DEPT. OF INDIAN AFFAIRS
JUN 6 1932
RECORDS

Dept of Ind. Affairs
Ottawa. Canada,

To whom it may Concern

Dear Sirs

We Indians of the Bridge River Band, held a general Meeting, here at said Reserve on the 30, of May 1932 on the subject, at 8 mile Creek which is situated at Mitchell Franks place a Company started Mining by hydraulic work, and this place they are now working at is on Bridge River Indian Reserve. We notified the Ind. Agent at Lytton and Inquired the meaning of this Matter, but we havent, Received no Reply. And have also asked him to come and explain this matter to us so far he hasnt come. This Company started apparations with out our permission we know they should not proceed unless permission from

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
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us is granted our Chief and his whole Band Chief David of this Reserve asked the Dominion Police residing at Lillooet to bring this man running this outfit and explain to him. but has failed to come and that reason is how he come to have this permission of working on our Reserves

hope to hear from you at an early date possible

We beg to Remain
Yours truly

Chief David.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
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CANADA

18,165-60.

Ottawa, June 9, 1932.

Dear Chief,-

I desire to acknowledge the receipt of your letter of the 30th ultimo, in which you complain concerning mining operations now being conducted on the Bridge River Reserve. For your information I may say that, as these mining operations are being conducted for the recovery of either gold or silver, it is not necessary first to obtain the consent of the Band in order to carry on such operations. Gold and silver, being known as precious metals, are the property of the Province, and the Province has the right to issue leases covering lands on Indian Reserves.

Your obedient Servant,

A. F. MacKenzie,
Secretary.

Chief David,
Bridge River Indian Reserve,
Lillooet, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

June 10th. 1932.

MEMORANDUM

Mr. Buskard -

The Minister phoned me saying he had received a wire from Mr. Dickie, M.P., asking why the Ross-Sutherland lease has been held up.

We are unable to identify this lease unless it is the same lease in which Wellington Beaton is interested, in respect of which we wired Mr. Beaton on the 5th. May, copy of which wire the Minister has in his possession. The agent replied by wire and also wrote a letter confirming the telegram copy of which letter is attached.

It was expected that the bond referred to by the agent would be forwarded to the Department when the lease would issue. No bond has been received and from the last paragraph of the agent's letter it does not appear that he considered it necessary to forward it.

I am now wiring Agent Strang as follows :

" Mr. Dickie, M.P., wires asking why Ross-Sutherland lease held up stop Is this the lease referred to in your letter of May 13th., if so are you or Michell in possession of properly executed bond."

A.S.W.

Acting D.S.G.I.A.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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Original.

18165-60 Vol 1

Cancelled for non-payment of rental Oct 37

DEPARTMENT OF INDIAN AFFAIRS
CANADA

MINING PERMIT No. B.R. No.1 B.C.

FILE No. 18165-60

THIS INDENTURE made in triplicate this 11th. day of June in the year of Our Lord, one thousand nine hundred and thirty two.

BETWEEN His Majesty King George the Fifth, represented herein by the Superintendent General of Indian Affairs, hereinafter called "The Superintendent General," of the first part, and

The Lower Bridge River Placers Limited

hereinafter called the "Permittee," of the second part.

WHEREAS by Order of the Governor in Council dated the fourth day of February, in the year one thousand nine hundred and thirty, regulations were made for the disposal of minerals, other than coal, petroleum and natural gas, on Indian Reserves in the Dominion of Canada.

AND WHEREAS the permittee having applied for a permit under the said Mineral Regulations, to develop a mine on the lands hereinafter described, the Superintendent General has granted such application upon the terms and conditions herein contained.

NOW THIS INDENTURE WITNESSETH, that the Superintendent General, in consideration of the rents hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained doth hereby grant unto the permittee full and exclusive right to enter upon the following lands for the purpose of undertaking mining development work:—

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Bridge R.#1 Reserve in the province of British Columbia and Dominion of Canada, and containing by admeasurement 165.70 acres, more or less, being more particularly described as follows:—

Bench leases as follows:-

No.403.....28.58 acs.
No.410.....12.24 "
No.412.....55.45 "
No.413.....32.52 "
No.414.....36.91 "

as shown on plan of survey made by A.R.Root B.C.L.S. dated March 26th.1932

FORM NO.261.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
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TO HAVE AND TO HOLD the same unto the permittee for the term of two years to be computed from the date hereof; yielding and paying therefor during the said term, unto the Superintendent General, an annual rental of $103.00 dollars, being at the rate of fifty cents per acre, payable in advance on the 1st. day of July in each and every year of the said term.

PROVIDED ALWAYS and this permit is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:—

1. That the permittee shall and will well and truly pay or cause to be paid to the Superintendent General, the rental hereby reserved.

2. That the permittee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provisos and restrictions in or under the said regulations imposed upon permittees.

3. That the said lands shall be used for the said purpose and for no other purposes.

4. That the permittee shall have the right to relinquish this permit at any time during the term thereof, under the terms of the "Optional Conditions" clause No. 11 of the said regulations.

5. That at the expiration or sooner determination of this permit, if the permittee has not exercised his option or right in the manner provided under the regulations, such rights shall again become available for application under the regulations.

6. That the permittee shall not assign, transfer or sub-let the rights granted under this permit, or any portion thereof, or any interest therein, without the consent in writing of the Superintendent General being first had and obtained.

7. That the permittee shall not at any time lop, top, cut down or destroy any timber or trees growing on the said land, further than may be necessary in connection with the use of the land for mining purposes, and shall not sell nor permit to be sold or used on the said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatsoever.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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8. That should the permittee under the provisions and conditions of this permit undertake prospecting or mining operations on lands which are recognized as owned by an individual Indian, a member of the band to whom the said reserve belongs, it is understood that the said permittee shall duly compensate such Indian owner for any damage done to such lands or improvements.

9. That in the case of default by the permittee in the due observance or compliance with any of the terms or conditions under which this permit is granted, the Superintendent General may, in his discretion, cancel the same and terminate this permit.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered in the presence of

H. J. Bury

.....

As to the signature of the Deputy Superintendent General of Indian Affairs.

C. S. Williams

Actg. .....

Deputy Superintendent General of Indian Affairs.

Eileen Bralee

.....

As to the signature of the permittee.

LOWER BRIDGE RIVER PLACERS Limited (N.P.L.)

A. Newlin

..... PRES.

H. Hansen

..... SEC.

Permittee

Rental paid as follows:- 1932-33....$103.00 ...Aug.3rd.1932
1933-34.... 103.00 ...Aug.14. 1933
1934-35 ... 103.00 ..June 28th1934
1935-36.... 103.00...Aug.6th. 1935

PERMIT HEREWITH RENEWED until June 11th.1936

Harold W. McGill
Deputy Superintendent General.

Affidavit submitted showing $2000 spent in development work also rental paid for year 1936-37.$103.00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

FORM T. D. 2 N

NIGHT LETTER

CABLE CONNECTIONS TO ALL PARTS OF THE WORLD

(Printed in Canada)

TIME FILED
CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to.

J. McMILLAN, General Manager of Telegraphs, Montreal.

Ottawa, June 10, 1932.

A. Strang,
Indian Agent
Lytton, B.C.

MR. DICKIE M.P. WIRES ASKING WHY ROSS SUTHERLAND LEASE HELD UP stop IS THIS THE LEASE REFERRED TO IN YOUR LETTER OF MAY THIRTEENTH IF SO ARE YOU OR MICHELL IN POSSESSION OF PROPERLY EXECUTED BOND

ASW.

Charge I. A.

A. S. Williams.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FORM 5.1

PRINTED IN CANADA

ORIGINAL OF MESSAGE

Telephoned

TO BE

CANADIAN NATIONAL TELEGRAM

W. G. BARBER, General Manager

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

STANDARD TIME

RA355 12 COLLECT

LYTTON BC 13 1122A

A S WILLIAMS

408

DEPT OF INDIAN AFFAIRS OTTAWA ONT

ROSS SUTHERLAND NOT KNOWN NOT CONNECTED WITH LEASE LETTER MAY THIRTEENTH

A STRANG.

This is a Collect message, and will be charged to your account unless we are notified at once to the contrary.

Dealt with E.G.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NIGHT LETTER

Form 6107, replacing Fo

CANADIAN NATIONAL TELEGRAPHS

Exclusive [redacted]tion
[redacted]ec
WESTERN UNION
TELEGRAPH CO.

Cable Service
to all the World

Money Transferred
by Telegraph

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, GENERAL M[redacted]

RECEIVER'S NO.	TIME FILED	CHE[redacted]

Send the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

F.18165-60

Ottawa. June 14th.1932.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Lower Bridge River Placers must execute bond as arranged before mining permit can be granted. Advise if such bond has been given.

A.F.MacKenzie
Secretary.

C[redacted].D.I.A.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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CANADA

O. H. M. S.

Department of Indian Affairs

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. June 27th.1932.

Sir:-

A reply is still being awaited to telegram sent you on the 14th.inst.(two weeks ago) asking if bond or security has yet been given by the Lower Bridge River Placers covering mining operations on the Bridge River reserve.

The issue of these mining permits is being held up until the Department is satisfied that such bond is given,and your immediate attention to this matter is required.

The rental payable amounts to $103 made up as follows:-

40	acres of cultivated land @ $1 per acre..	$40
126	" " wild land.....@ 50 ¢ " "	63

The point to be noted is that at the present time the permittee is not being asked to pay for any Indian improvements,but merely to pay rental and furnish proper security that any damage done to improvements will be fully compensated for.

Yours very truly,

Secretary.
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 22, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* June, 1932.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 22, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* June, 1932.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 22, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* June, 1932.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12037-~~6~~-4/1

Lytton, B. C.,
June 22, 1932.

Sir:-

I herewith beg to enclose Form No. 51 for return of money for Frank Michell amounting to $25.00, being interest on $3000.00 for one month, from the Lower Bridge River Placers Ltd., as set forth in enclosed letter and bond.

Trusting that a cheque will be sent back for this in the near future, as Frank Michell is asking for same,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

MEMORANDUM OF AGREEMENT made this 17th day of June, 1932, between:-

LOWER BRIDGE RIVER PLACERS LIMITED (NON PERSONAL LIABILITY), a Corporation under the laws of the Province of British Columbia, and the

DEPARTMENT OF INDIAN AFFAIRS OF THE DOMINION OF CANADA, witnesseth:-

For and in consideration of the premises, and the privilege of free access to a property known as the Michel property located on the North side of Lower Bridge River, and the right to build a pipe line across that property, and the use and title to a ditch already built across that property, and the taking over of all buildings, improvements, and surface rights (with the exception of a certain sawmill) on leases known as numbers 412, 413, and 414; Lower Bridge River Placers Limited (N.P.L.) undertakes to pay to the Department for Indian Affairs of the Dominion of Canada the sum of Three Thousand Dollars ($3,000), when and so soon as the Company commences mining operations by washing gravel on cultivated areas inside Michel's line fence as at present established, and in the meantime the Company agrees to pay interest at the rate of 10% per annum on said $3,000, the said interest to be payable monthly in advance to the recognized agent for the Department of Indian Affairs for the district and resident at Lytton, B.C.

Signed and sealed this 17th day of June, 1932, by the authorized signing officers for the Company.

W.T. Scott
witness

A. Mackenzie
President

A.B. Farris
Secy

The carrying out of the contract as above written is hereby guaranteed.

W.T. Scott
witness

A. Mackenzie

C. M. Olson

The above contract is hereby accepted and ratified by the Department for Indian Affairs of the Dominion of Canada.

. . . . . .

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12032-0-4/1

18165-60

Lytton, B. C.,

June 22, 1932.

Your telegram dated June 14, 1932.

Sir:-

I herewith beg to enclose bond for $3000 from the Lower Bridge River Placers Limited, being for surface rights to Frank Michell's ranch on Bridge River Indian Reserve No. 1, with all buildings excepting the sawmill, which FrankMichell insisted on holding out.

I am also enclosing cheque for $25.00 being payment in advance of the first month's interest on said $3000.00 bond, which is to be paid monthly until the $3000.00 is paid when the company begns washing gold on said Michell property.

This is covered by leases 413, 414 and a portion of 412, as shown on their plan. 403, 410 and larger portion of 412 cover land belonging to the general reserve and of no use for agricultural purposes. The rental on this would the usual 50¢ per acre.

The Company is very anxious to get their lease for the surface rights, which I trust the Department will have made out in the near future.

The Company wishes to know if the enclosed bond is correct, but if not, they wish you would make one out as you wish it, so thatthey may sign it. If this is satisfactory to you they wish you would sign it and return one copy to them.

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-60

BANK RECEIPT No. 2894

Amt. $25.00 chq

R

Date JUL 27 1932 19

Entered Journal No. 77 Folio 75 JKG

Laffler m

Acct 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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CANADA

18165-60

Ottawa. July 15th.1932.

Sir:-

With reference to your letter of the 22nd.inst.enclosing memorandum of agreement whereby the Bridge River Placers Ltd.stipulate to pay the sum of $3000 as soon as they commence to wash gravel taken from a certain portion of the Bridge River Reserve covered by bench leases Nos.403,410,412,413 and 414,I enclose herewith Mining Permit No.B.R.No.1 B.C.in triplicate which I would ask you to have the responsible officers of the company sign and return all the copies to the Department for the signature of the Actg.Deputy Superintendent General.

You will note that the first year rental of $103 is payable as advised in letter to you of June 27th. last and you should therefore collect this and forward to the Department.

The mining permits will then be signed and two copies returned to you,one for the permittee and the other for your office records.

Yours very truly,

A. F. MacKenzie

Secretary.
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE.

No. 623018 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that E. L. Stephens----------
of Vancouver, B. C....., has paid me the sum
of Five----/100///Dollars, and is entitled to all the rights am
privileges of a FreeeMiner, from midnight on the x///----31---
of May ....., 1932, until midnight on the thirty-first
day of May, 1933.

Issued at....VANCOUVER.....

April 18, 1932.

J. Mahony
Signature of Officer
issuimg same.

---

x Insert here the date of the day immediately preceding the day on which certificate is taken out.

This to certify that this Free Miner's Certificate No. 623018D is a true copy.

H. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE.

No. 63805 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that J. E. Miller..... of Vancouver, B. C.,.....has paid me the sum of Fivex..00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X 31.....day of May, 1933, until midnight on the thirty-first day of May, 1933.

Issued at.....VANCOUVER.....

May 31, 1932.

R. A. Burgoyne.

signature of Officer issuing same.

X Insert herethe date of the day immediately ppeceding on which certificate is taken out.

Certified a true copy of Free Miner's Certificate #63805D.

M. E. Drewett
Clerk ~~Indian Agent~~.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

12207-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
July 25, 1932.

Sir:-

I herewith beg to enclose Post Office Money Order for $10.00 being fees paid by Mr. J. E. Miller and Mr. E. L. Stephens for permits to prospect on Bridge River Indian Reserve No. 1.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-60

BANK RECEIPT No. 8706

Amt. $10.00 p.m.

R

DEPT. OF INDIAN AFFAIRS
JUL 30 1932
RECEIVED

Date 19

Entered Journal No. P 3 27 Folio 89

Dept. Receipt No. 377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C.No.63805D

Date August 5th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to J.E Miller

of the Vancouver B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1 (unleased portion) Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

original sent J.E.M. Aug 5th 1932

A. S. Williams

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

act

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No. 623018D

Date August 5th. 1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to E.L. Stephens

of the Vancouver. B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1 (unleased portion) Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

original sent E.L. Aug 5th 1932

A. S. Williams

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE.

No. 66164 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that -----Gilbert Dale----------
of.....Vancouver, B. C....., has paid me the sum
of..Five..00/100.....dollars, and is entitled to all the rights
and privileges of a Free Miner, from midnight on the x...31.day
of.....May....., 1932, until midnight on the thirty-first
day of May, 1933.

Issued at.....VANCOUVER,.....

1 June 32.

.....R.A.Burgoyne.....
Signature of Officer issuing same.
MINING RECORDER.

x Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 66164 D.

Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

12267-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Aug. 3rd, 1932.

B

Sir:-

I herewith beg to enclose $5.00 being fee for Prospector's Permit to prospect on Bridge River Indian Reserve No. 1, from Gilbert Dale, with copy of his Free Miner's Certificate. Please credit this cheque to the fund of the Bridge River Indian Band.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9126

Amt. $5.00 chq

DEPT. OF INDIAN AFFAIRS
AUG 28 1939
RECORDS

Date _____ 19____

Entered Journal No. 27 Folio 90

Dept. Receipt No. _____

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa

F.M.C. No.66164D

Date Aug.12th.1932.

PROSPECTOR'S PERMIT

To whom it may concern:

Permission is hereby given to Gilbert Dale

of the Vancouver, B.C.

in the

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.1 (unleased portion).

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Land Mining Regulations.

Original Dept. I.A. Aug 12 JHB

A. S. Williams

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NASS-S... INDIAN AGENCY
PRINCE RUPERT, B.C.

O.H.M.S.

The Assistant Deputy and Secretary,

Department of Indian Affairs,

Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12265-C-4/1

18165-60

Lytton, B. C.,

Aug. 3rd, 1932.

Sir:-

I herewith beg to enclose cheque No. 3443 amounting to $103.00, being rental for one year on leases Nos. 403, 410, 412, 413, and 414, on wild land and also cultivated land on the Bridge River Indian Reserve No. 1, together with Mining Permits in triplicate for the signature of the Deputy Superintendent General of Indian Affairs, as instructed in your letter dated July 15th, from the Lower Bridge River Placers Limited. Please credit the funds of the Bridge River Band.

Mr. Wolverton, president of this company, has asked me when I might expect the return to them of a copy of the bond they sent the Department sometime ago, and also wants to have a long time lease.

Trusting this will be found in order,

Send bond back with lease

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9126

Amt. $103.00 chq

DEPT. OF INDIAN AFFAIRS
AUG 8 1932
RECORDS

Date ..... 19 .....

Entered Journal No. 27 Folio 90

377

Dept. Receipt No. U

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18165-60

Department of Indian Affairs

Canada

Lands and Timber Branch

Memo. Mr W. Williams.

Ottawa, August 12th.1932 193

Mining Permit- Bridge River Reserve No.1

It is now in order to issue the attached mining permit to the Lower Bridge River Placers Ltd.,as they have signed each copy and have paid the first year rental of $103.

They have further executed bond in the sum of $3000 as security for the proper carrying out of the undertaking and such bond has been filed with the department.

Three copies of permit herewith submitted for signature.

F. J. Barry

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. Aug.13th.1932.

Sir:-

In reply to your letter of the 3rd.inst. No.12265-C-4/1 regarding mining permit on the Bridge River Reserve No.1,I enclose herewith duplicate and triplicate copies of this permit duly signed by the Actg.D.S.G.I.A.and would ask that you transmit the duplicate to the permittee and retain the triplicate in your office for purposes of record.

I also enclose herewith one copy of bond given by the Lower Bridge River Placers Ltd. as requested.

Yours very truly,

Secretary.
A.F.MacKenzie.

A.Strang
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C.,

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being interest on $3000 ~~rent~~ *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* July.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

10653

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C.,

REQUIRED for the undermentioned, the sum of $25.00

to be paid them as hereinafter specified, being interest on $3000 ~~xxx~~ *received for leased land on*

the Bridge River No. 1 *Indian Reserve, for the month*

of July.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

10853

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C.,

REQUIRED for the undermentioned, the sum of $25.00

to be paid them as hereinafter specified, being interest on $3000 ~~rent~~ *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* July.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00
			10853					

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12312-C-4/1

18165-60

Lytton, B. C.,
August 8,1932.

Sir:-

I herewith beg to enclose cheque for $25.00 being interest for the month of July on the $3000 bond placed on Frank Michell's property by the Lower Bridge River Placers Limited.

Please have this $25.00 returned to Frank Michell as soon as possible, as he has not had anything yet to show that these people are paying any money, and he needs this to carry on with.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9538

Amt. $25.00 chq

R.

DEPT. OF INDIAN AFFAIRS
AUG 12 1932
RECORDS

Date 19

Entered Journal No. 27 Folio 92 JKB

Laftybs
a/cer 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

12296-C-4/1

18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.
August 6, 1932.

DEPT. OF INDIAN AFFAIRS
AUG 12 1932
RECORDS

Sir:-

On April 29th, last, I wrote to the Department in connection with the Moha Placer claim belonging to Frank Michell, on which Mr. Paton got a ninety day period for development work, as per your telegram dated March 11th, signed A.F.MacKenzie.

In that letter I asked the Department about the $500.00 which had been paid in by the United Develop- Corporation the year before, which it is claimed was intended to be returned to Frank Michell.

As Frank Michell is very much put out on account of having received no money whatever for his claim, I would be much obliged if you would let me have a reply to that letter, and if possible, return the $500.00 for Frank Michell. These Indians cannot understand why they should have to wait so long for their money, and it seems impossible to explain matters to their satisfaction.

AUG 18 1932
10853

Trusting to hear from you in this matter at an early date,

I have the honor to be,
Sir,
Your obedient servant,

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Frank Michel is entitled to the $500 received by the Department on his mining claim and recommend that cheque for this sum be sent to agent.

approved J. F. A. 1. F. A. 377 #525

Frank Michell
pay on mining claim
and interest on back pay

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Aug. 30, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River #1 *Indian Reserve, for the month of* August.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
File 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Aug. 30, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being rent received for leased land on the Bridge River #1 *Indian Reserve, for the month of* August.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
File 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Aug. 30, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River #1 *Indian Reserve, for the month of* August.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
File 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

ACCOUNTANTS BRANCH SEP 1 1932

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EX'D.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12466-C-4/1

Lytton, B. C.,
Aug. 30, 1932.

B.

Sir:-

I herewith beg to enclose cheque No. 428 amounting to $25.06 from the Lower Bridge River Placers Limited for interest on the $3000.00 bond placed upon the leases which cover Frank Michell's property on Bridge River Indian Reserve No. 1. This is for the month of August.

Please return to Frank Michell as soon as possible.

I have the honor to be,

Sir,

Your obedient servant,

Simon F. MacKay

(Simon F. MacKay)
for Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

SM/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 1473

Amt. $25.00 chq

R.

DEPT. OF INDIAN AFFAIRS
SEP 6 1932
G.M.M.
RECORDS

Date ..... 19 .....

To be returned

Entered Journal No. 27 Folio 160

74

Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 53252 D

NOT TRANSFERABLE.

THIS IS TO CERTIFY that ------David E. Henderson----- of------Vancouver, B. C.----------, has paid me the sum privileges of a Free Miner, from midnight on the X Twenty-fourth day of ------July----------, 1932, until midnight on the thirty-first day of May, 19.....

Issued at-----LILLOOET----------

JUL 25, 1932.

.....L.J.Price.....
Signature of Officer issuing same.

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No.53252D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 67411 NOT TRANSFERABLE.

THIS IS TO CERTIFY that C. J. Henderson..... of....Washington, U.S.A....., has paid me the sum of.....$3.75.....dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X .....7th,.....day of.....September, 1932, until midnight on the thirty-first day of May, 1933.

Issued at....Deputy Mining Recorder
Ashcroft Mining Division
SEP. 8, 1932
Lytton, B. C.

Alfred Dryden
Signature of Officer issuing same.

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

12526-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Sept. 9, 1932.

Sir:-

I herewith beg to enclose $10.00 being for two Prospector's Permits for David E. Henderson and C. J. Henderson, to prospect on Bridge River Indian Reserve No.1.

Please credit the funds of the Bridge River Band, with $10.00.

I am also enclosing copies of the Free Miner's Certificates from these two men.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

Simon F. MacKay

(Simon F. MacKay)
for Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

SM/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 7100

Amt. $10.00 p.mo.

DEPT. OF INDIAN AFFAIRS
SEP 13 1932
RECORD

Date 19

Entered Journal No. 27 Folio 102 Jrs

Larkins
Agent 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Sept. 20th, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River *Indian Reserve, for the month of* September, 1932.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
Mining Permit			$	cts.	$	cts.	$	cts.
B.R.#1 B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Simon F. Mackay.
for Indian agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Sept. 20th, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River *Indian Reserve, for the month of* September, 1932.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
Mining Permit			$	cts.	$	cts.	$	cts.
B.R.#1 B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00	-		25	00

6655
Nov. 5/32

Simon T. Mackay
for Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12580-C-4/1 18,165-60

Lytton, B. C.,
Sept. 20, 1932.

Re Mining Permit B.R.#1 B.C.

Sir:-

I herewith beg to enclose cheque No.451 amounting to $25.00 from the Lower Bridge River Placers Limited, covering interest on $3,000.00 bond put up for use of Frank Michell's property at Bridge River Indian Reserve No. 1, covered by Provincial leases known as numbers 412, 412, 414 and Department's Mining Permit B.R.#1 B. C.

This interest is for September. Please have this returned for Frank Michell as soon as possible, as per Form No. 51.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

Simon F. MacKay

(Simon F.MacKay)
for Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

SM/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 3040

Amt. $25.00 chg. 7.77

DEPT. OF INDIAN AFFAIRS
SEP 24 1938
RECORDS

Date _____ 19 ____

Entered Journal No. 27 Folio 186

Laurie
Acct

377

Dept. Receipt No. _____

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12845-C-4/1

18,165-60
21,165-21

Lytton, B. C.,

Oct. 25, 1932.

DEPT. OF INDIAN AFFAIRS
OCT 31 1932
RECORDS

Sir:-

On the 11th of March, 1932, I received a telegram from the Department in reference to the Moha Claim belonging to Frank Michell, in which the Department allowed Mr. Paton to undertake development work for a ninety day period.

This ninety day period has expired some time now, and Frank Michell wishes to know how the matter stands, as neither Paton or Stewart has paid in any money, in accordance with the department's letter dated September 12th, 1929, excepting the $500.00 paid in by Mr. Stewart on August 13th, 1932, see my letter 10202-C-4/1 of that date. This $500.00 has been returned to Frank Michell.

Frank Michell says that another company has made him an offer and tells him that they will pay him cash, if he can get the present arrangement cancelled. In consequence of this I would like to be advised how these people stand, in regard to the payment of their rental, etc.

As Frank Michell is quite impatient about it all, I would be much obliged if the Department would let me know about this with all possible speed. Michell says they have been fooling round for about eight years.

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES /
ARCHIVES PUBLIQUES
CANADA

STATEMENT OF INTEREST SENT TO OTTAWA ON $3000.00 BOND COVERING
PROPERTY OF FRANK MICHELL,
BRIDGE RIVER I.R.No.1.

June 22.	Interest on $3000.00 for June	$25.00
Aug. 8.	Interest on $3000.00 for July	25.00
Aug. 30.	Interest on $3000.00 for August	25.00
Sep. 20.	Interest on $3000.00 for September	25.00
	Total -------	$100.00
Aug. 23.	Interest on $3000.00 for June returned to Frank Michell ---------	25.00
	Balance to be returned ------	$ 75.00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Acct

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Acct
The balance of $75 should be returned as agent requests

12850-C-4/1 18,165-60 Lytton, B. C.,
26, 1932.

DEPT. OF INDIAN AFFAIRS
OCT 31 1932
RECORDS

Sir:-

I beg to advise you that the Lower Bridge River Placers Limited has now paid in interest on the $3000.00 bond put up on Frank Michell's property on Bridge River Indian Reserve No. 1, amounting to $100.00. $25.00 of this has been returned to Michell, and he is anxious to get the other $75.00.

I will be much obliged if the Department will have this money returned to him as soon as possible, as so much delay make him very much annoyed to say the least.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

a/c 377
Pay Frank Michell - 75.00
Int on mining Bond fd by Lower Bridge River Placers Ltd.
6655
Nov. 5/32

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. Nov.5th.1932.

Sir:-

In reply to your letter of the 25th.ult. regarding the Lower Bridge River Placers Ltd.mining permit on the Moha property of Frank Michel,the Department as you are well aware has issued this permit for a period of two years on payment of an annual rental in advance of $103 and conditional with a provision of the $3000 bond given by the company that a sum of $25 per month shall be paid as interest on said bond.

The amount of $3000 must be paid as soon as the permittee begins to wash gravel on the cultivated area covered by the permit.

The interest for the month of October has not yet been paid,and you should inform the permittee that the permit is subject to concellation if these interest payments are allowed to fall into arrears.

Yours very truly,

Secretary.
A.F.MacKenzie.

A/Strang
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Nov. 3rd, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest on $3000 bond *rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* October.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R. No.1 B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

Lytton, B. C., Nov. 3rd, 1932.

REQUIRED for the undermentioned, the sum of $25.00 *to be paid them as hereinafter specified, being* ~~rent~~ interest on $3000 bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* October.

Lease No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R. No.1 B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

Lytton, B. C., Nov. 3rd, 1932.

REQUIRED for the undermentioned, the sum of $25.00 *to be paid them as hereinafter specified, being* interest on $3000 bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* October.

Lease No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R. No.1 B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPAR[illegible] OF INDIAN
CANADA

1280

OFFICE OF
INDIAN AGENT

18,165-60

Lytton, B. C.,

Nov. 3, 1932.

Sir:-

I herewith beg to enclose cheque No. 467 dated November 2nd, amounting to $25.00, from the Lower Bridge River Placers Limited, for interest on the $3000.00 bond placed on the Frank Michell property at Bridge River Indian Reserve No. 1.

Please credit Frank Michell account and have the money returned for him as per enclosed Form No. 51.

This is for the month of October.

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12892-C-4/1

18,165-60

Lytton, B. C.,
Nov. 3, 1932.

Sir:-

I herewith beg to enclose cheque No. 467 dated November 2nd, amounting to $25.00, from the Lower Bridge River Placers Limited, for interest on the $3000.00 bond placed on the Frank Michell property at Bridge River Indian Reserve No. 1.

Please credit Frank Michell account and have the money returned for him as per enclosed Form No. 51.

This is for the month of October.

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

89-165

DEPT. OF INDIAN AFFAIRS
NOV 8

WITH CHEQUE

Ottawa, November 7, 1932.

Dear Sir,-

I beg to return herewith Royal Bank cheque for $25.00 inclosed with your letter of November 3rd. This cheque is payable to yourself and should be endorsed in favour of the Receiver General. Kindly return it without delay, and be particular in future to see that remittances are negotiable at Ottawa.

Yours faithfully,

N.C.Allen
Representative of the Treasury.

A.Strang,Esq.,
Indian Agent,
Lytton, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No.

Amt. $25.00 chq L.A.L.

DEPT. OF INDIAN AFFAIRS
NOV 7 1932
RECORDS

Date 19

Entered Journal No. Folio

Returned

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12955-C-4/1

Lytton, B. C.,
November 16, 1932.

Sir:-

I herewith beg to return cheque No. 467 which you forwarded to me with you letter dated November 7th, to have me endorse it.

Trusting that this will be found in order now, and regretting the error,

I have the honor to be

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

M. C. Allan, Esq.,
Representative of the Treasury,
Ottawa, Ont.
AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 7696

Amt. $25.00 chq

L.A.W.

DEPT. OF INDIAN AFFAIRS
NOV 21 1932
RECORDS

Date Nov. 21, 19

Entered Journal No. 27 Folio 127

377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

12973-C-4/1 18165-60

Lytton, B. C.,
Nov. 22, 1932.

DEPT. OF INDIAN AFFAIRS
NOV 28 1932
RECORDS

Sir:-

I have your letter dated November 5th, in regard to Frank Michell's claim which is called Moha, but by your letter I see that you have this one mixed up with the one which will take in his ranch.

The Moha claim is Frank Michell's own discovery, and has absolutely nothing to do with the Lower Bridge River Placers Limited, a company that is to pay Frank Michell $3000.00 as soon as they start to wash gold on his cultivated land, and on which they are at present paying interest at the rate of $25.00 per month, under a Mining Permit.

The United Development Corporation started negotiations on this Moha claim several years ago, see departmental letter No. 18165-60 dated September 12th, 1929. It is Frank Michell's own discovery, but happens to be on Indian Reserve. No Mining Permit or Lease has ever been granted on this, and what I wish to find out is the standing of this at present. Frank Michell has received $500.00 from the Department which the United Development Corporation paid into Ottawa a year ago last August. See my letter dated August 13, 1931, No. 10202-C-4/1.

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

LAD.

Ottawa. Dec.1st.1932.

Sir:-

In reply to your letter of the 22nd.ult. regarding Frank Michel's mining claim known as the Moha lease, the Department now understands that Michel has a mining lease from the Provincial Government covering the Moha property, but so far no lease of the surface rights has been requested by Michel, nor has been issued to any other party.

The said lease therefore has no standing in so far as this Department is concerned, and I can only suggest that Michel send in his mining lease granted by the district Gold commissioner on his Moha property and apply for an interim lease or mining permit from the Department.

Yours very truly,

Actg.Secretary.
T.R.L.MacInnes.

A.Strang
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Dec. 6th, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest ~~rent~~ *received for leased land on the* Boné on Bridge River No. 1 *Indian Reserve, for the month of* November.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R.#1 B.C. File 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

ck 3929.

377

DEC 17 PAID

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

#3-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Dec. 6th, 1932.

Sir:-

I herewith beg to enclose Form No. 51, asking for the return of the $25.00 forwarded to Ottawa for the month of November, interest on the $3000.00 bond on Frank Michell's property on Bridge River I.R.No.1.

As Michell is anxious to have this I trust it will not be long before it is returned to him.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9731

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
DEC 12 1982
RECORDS

Date Dec. 9 19

Entered Journal No. 27 Folio 136

Laurels
Agency 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

13035-C-4/1

18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Dec. 6th, 1932.

Dear Sir:-

I herewith beg to enclose cheque No. 6 amounting to $25.00, being interest on the $3000.00 bond issued by the Lower Bridge River Placers Limited on Frank Michell's property on the Bridge River Indian Reserve No.1, for November.

Please credit the account of Frank Michell.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., December 24, 1932.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest received on bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* December.

LEASE No. Mining Permit	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
B.R.No.1-B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

5181

Jan. 4/33

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

13210-C-4/1

18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Dec. 24, 1932.

Sir:-

I herewith beg to enclose cheque No. 13, from the Lowers Bridge River Placers Limited, which is for interest on Bond placed on the property of Frank Michell at Bridge River Indian Reserve No. 1, amounting to $25.00 in December.

Please have this returned to Frank Michell as soon as possible, as he needs this money.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

Encl. 2.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Agt
The hon. a Dec
payment of $25- each
should be returned
to Frank Michel
FJB

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No. 357

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
DEC 28 1932
RECORDS

Date G. M. 1 19

Entered Journal No. 77 Folio 142 JKB

Dept. Receipt No. 377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

Lytton, B. C., January 17, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 to be paid them as hereinafter specified, being interest $3000 bond on ~~rent~~ received for leased land on the Bridge River No. 1 Indian Reserve, for the month of January.

Lease No..	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R.#1 B.C. File No. 18,165-60	Lower Bridge River Placers Limited.	Frank Michell	25	00			25	00

377

JAN 25 1933

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

13323-C-4/1

18165-60
Mining Permit
No.B.R.#1 B.C.

Lytton, B. C.,
Jan. 16, 1933.

Sir:-

I herewith beg to enclose cheque 21 amounting to $25.00 for interest on the $3000.00 bond issued by the Lower Bridge River Placers Limited on Frank Michell's ranch at Bridge River Indian Reserve No. 1.

Kindly credit Frank Michell's account with this amount, and have returned as soon as possible.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 2268

Amt. $25.00 chq

Date DEPT. OF INDIAN AFFAIRS JAN 23 1933 RECORDS 19

Entered Journal No. 5 27 Folio 152 pm

Lamb
acct 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 636162

Date May 30, 1932

Province British Columbia

Agency Lytton

Date January 17, 1933.

To whom it may concern:

Permission is hereby given to George L. McInnes

of the city of Vancouver

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 63616 D/ NOT TRANSFERRABLE.

THIS IS TO CERTIFY that George L. McInnes of Vancouver, B. C.,.....has paid me the sum of Five.....dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the *31st day of May, 1932, until midnight on the thirty-first day of May, 1933.

Issued at Vancouver,

May 30th, 1932.

R. A. Burgoyne.
Signature of Officer issuing same.
Mining Recorder.

---

* In sert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate #63616 D.

M. E. Drewett
Clerk for Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

13364-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Jan. 18, 1933.

Sir:-

I herewith beg to enclose money order for $5.00 being fee for prospector's permit to prospect on Bridge River Indian Reserve No. 1.

I am also enclosing copy of Free Miner's Certificate No. 63616D.

Please credit the funds of the Bridge River Band.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 2268

Amt. $5.00 per mo.

DEPT. OF INDIAN AFFAIRS
JAN 23 1933
RECEIVED

Date J. M. D., 19

Entered Journal No. 27 Folio 152 pr 8

Lands & Accts 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

Lytton, B. C., February 15, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~interest~~ *given for* ~~leased~~ *land on* ~~the~~ Frank Michell on Bridge River No. 1 *Indian Reserve, for the month of* February.

Lease No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
18165-60 B.R.1 B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

Lytton, B. C., February 15, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest on bond on *received* land of Frank Michell on Bridge River No. 1 *Indian Reserve, for the month of* February.

Lease No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
18165-60 B.R.1 B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00
			11244					

Feb 22/33

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Pay

JPR

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

13619-0-4/1

18165-60
Mining Permit
No.B.R.1 B.C.

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Feb. 15, 1933.

Sir:-

I herewith beg to enclose cheque for $25.00 being for interest on $3000 bond placed on Frank Michell's ranch at Bridge Indian Reserve No. 1, by the Lower Bridge River Placers Limited, for the month of February.

Kindly credit this to Frank Michell's account and have same returned to him as soon as possible.

This money should be Credit to Frank Michel

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 4487

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
FEB 20 1933
RECORDS

Date ..... 19..

Entered Journal No. 15 Folio 161

Ledger Office 577

Dept. Receipt No. .....

ACCOUNTANTS
FEB 22 1933

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE.

No. 53300 D

NOT TRANSFERABLE.

THIS IS TO CERTIFY that....Lindsay Gillis..... of.....Los Angeles, U.S.A.....,has paid me the sum of.....One.....50/100dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the .....13th....day of February,1933,until midnight on the thirty-first day of May, 1933.

Issued at....Lillooet.....

Feb. 14/33/

T. B. Williams
Dep. Signature of Officer issuing same.

Certified a true copy of Free Miner's Certificate No.53300 D.

M. E. Drewett
Clerk for Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 53300D

Date February 13th, 1933

Province British Columbia

Agency Lytton

Date February 17th, 1933.

To whom it may concern:

Permission is hereby given to Lindsay Ellis

of the city of Los Angeles

in the state of California, U.S.A.,

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

R. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE

&

No. 71101 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that Mrs. Beatrice Haycock, of Moha, B. C., has paid me the sum of One...5/100 Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 13th day of February, 1933, until midnight on the thirty-first of February, 1933, until midnight on the thirty-first day of May, 1933.

Issued at Lillooet
Feb. 14, 1933.

L. Price,
Signature of Office issuing same

Certified a true copy of Free Miner's Certificate No. 71101 D.

M. E. Dennett
Clerk for Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
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CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 71101

Date February 13th, 1933.

Province British Columbia

Agency Lytton

Date February 17th, 1933.

To whom it may concern:

Permission is hereby given to Mrs. Beatrice Haycock

of the village of Nohs

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge river No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Strong
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EX'D.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

13649-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Feb. 18, 1933.

Sir:-

I herewith beg to enclose two Money Orders for $5.00 each, being for prospectors' permits for Lindsay Gillis and Mrs. Beatrice Haycock, respectively, to prospect on Bridge River Indian Reserve No. 1, together with copies of their Free Miner's Certificates and of permits issued to them.

Please credit this $10.00 to the funds of the Bridge River Band.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

EX'D.

BANK RECEIPT No. 4728

Amt. $5.00
5.00

2 p.m.o.s

DEPT. OF INDIAN AFFAIRS
FEB 22 1933

Date [illegible] 19

Entered Journal No. 27 Folio 163

DEPT. OF INDIAN AFFAIRS
FEB 23 1933
RECORDS

Laffles
Agent

377 Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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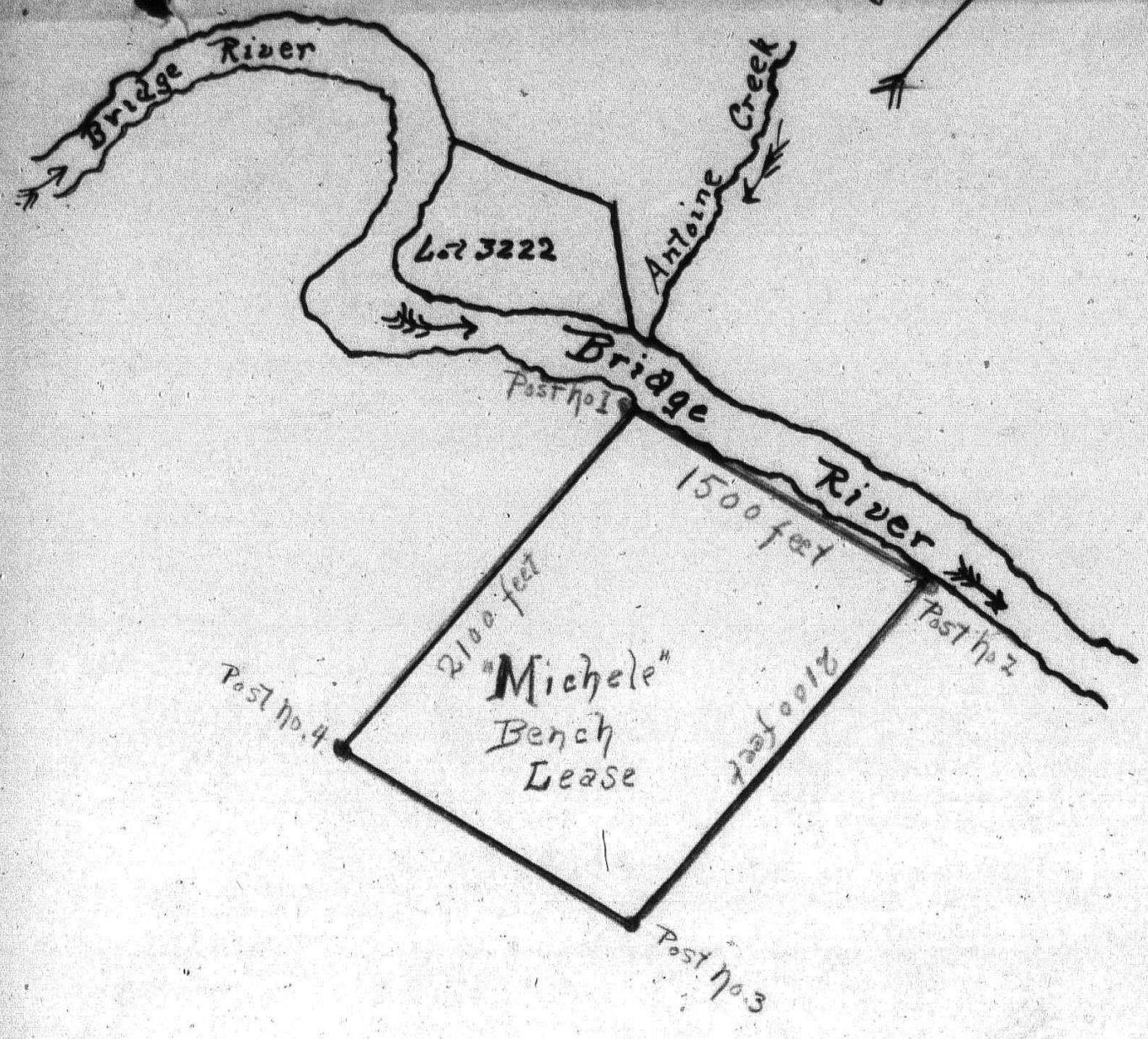
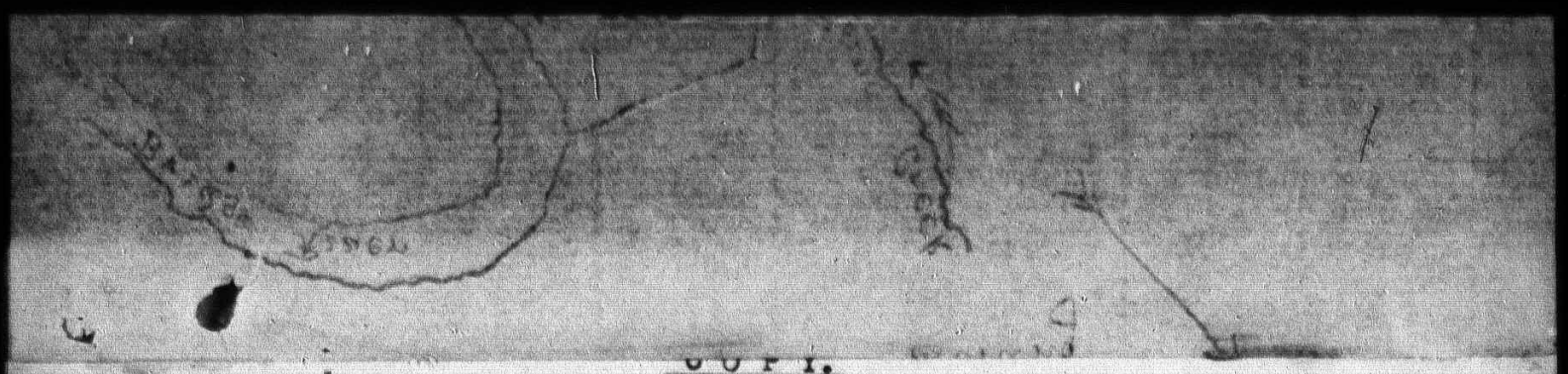
F18165-60 Vol 1
Mining



Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



COPY.

PLACER MINING LEASE.

THIS INDENTURE made the ----------Sixteenth----------day of----------June----------in the year of Our Lord one thousand nine hundred and twnety-five, BETWEEN ------John Dunlop ------- Gold Commissioner for the Lillooet Mining Division of Lillooet District, who, with his successors in office, wherever the context permits, is hereinafter meant by the word "lessor" of the one part, ANd ---Frank Michele, of Lillooet, in the province of British Columbia, the holder of Free Miner's Certificate No.91558-C, dated 30th May, 1925, and issued at Lillooet aforesaid;-

who, with--- his ---executors, administrators and assigns (or successors and assigns), wherever the context permits, is hereinafter meant by the word "lessee" of the other part;

WHEREAS the lessee -- hath -- represented to the lessor that the land hereinafter demised is incapable of being worked by ordinary placer-mining methods, that- he has - obtained the written consent of all free miners (if any) occupying any portion of the said lands as ordinary placer claims, and that such ground cannot be effectually worked without a large expenditure of money;

AND WHEREAS the lessee ---- had ---- given and posted all notices required by the "Placer Mining Act" and amending Acts, and -- depostied with the lessor the sum of -----Twenty-----dollars on account of the first year's rent hereby reserved on making application herefor, and has applied for a lease,for mining purposes, of the land hereinafter more particularly described and specified.

NOW THIS INDENTURE WITNESSETH, that in consideration of the rents, covenants, conditions, and stipulations hereinafter contained and by the lessee to be respectively paid, observed, and performed, the lessor as such Gold Commissioner, so far as under the "Placer Mining Act" and amending Acts, and other the mining laws of the Province, he is authorized so to do, doth hereby demise unto the lessee, for placer mining only, all that piece or parcel of land situate in the -------Lillooet------- Mining Division of the Province of British Columbia, which may be more particularly described as follows, that is to say:-

commencing at a post planted on the right bank of Bridge River, Bridge River Indian Reserve No. 1, opposite the confluence of Antoine creek with said Bridge River, Post No. 1; thence in a south easterly direction 1500 feet to Post No. 2; thence in a southerly direction 2100 feet to Post No. 3; thence in a north-westerly direction 1500 feet to Post No. 4; thence in a northerly direction 2100 feet to point of commencement, as per sketch plan attached. Said lease to be known as "Michele" bench lease.

subject,however, to all claims now subsisting upon the said piece of land or mining ground, or in respect of the same for pre-emption or otherwise under the land laws of this Province; and excepting and reserving out of this demise (a) all such mining claims, both mineral and placer (if any), situate in whole or in part within the tract hereby demised as are legally held by free miners on the day of the date of these presents, unless herein included with their written consent as hereinbefore mentioned; (b) the right of free miners, as defined by the "Mineral Act," to enter on the said premises and mine for veins and lodes; (c) all rights of way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon,or under any part of the said premises, and the power to enter and make or repair the same.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

To hold the said premises hereby demised, subject as aforesaid, unto and to the use of the lessee for the term of ------Twenty--- years from the date of these pr esents, yielding and paying therefor during the said term the yearly rent of -- Twenty-five ------- dollars, payable yearly in advance to the person acting as Mining Recorder for the ----- Lillooet ----- Mining Division for the time being, the whole of the first year's rent to be paid within sixty days after notice from the lessor to the lessee of the execution of these presents, and afterwards every year on the day of the date of these presents without any deduction whatever.

And the lessee hereby convenants with the said lessor, that the lessee will pay the aforesaid rent upon the several days and in manner bereinbefore appointed for the payment thereof without any deduction whatsoever, and the he will not damage or obstruct any public ways, or rights of way or water, drains, works, or improvements now or hereafter to be made upon, in, or under the premises, and that he will substantially bridge over or cover and protect all cuts, flumes, ditches, and sluices, and all pits or dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the lessor, and shall and will observe, make, and keep all and singular the provisions, payments, conditions, and stipulations of the said "Placer Mining Act" and amending Acts, and other the laws for the time being in force in the province in relation to mining, and that he will, and these presents are upon the express condition that he shall and will continuously during the term hereby demised, save where prevented by stress of weather or unavoidable accident, or by permission of the lessor, represent and in a throughly miner-like manner, with such force of able-bodied miners as may be advisable, taking into consideration the work in progress, during all working hours, and by the best and most approved means, work and mine for the precious metals, except "rock in place," as defined by the "Mineral Act," in, upon, and under all and singular the premises hereby demised, or intended so to be, and shall and will expend on the premises hereby demised, or in such manner as shall conduce to the development of the same a sum of - Two hundred and fifty - dollars at least in each and every year during the continuance of the said term: Provided, always, that these premises are upon the express condition that no Chinese or Japanese shall be employed in or about the said demised premises or any part thereof, and further that the lessee shall and will satisfy the said Mining Recorder that such development-work has been done by the affidavit of the lessee or his agent setting out a detailed statement of the work done, and shall obtain from the said Mining Recorder a certificate of such work having been done, and shall record the same before the expiration of each and every year of the term hereby demised. In lieu of the performance of such development-work in any year during the said term the lessee may pay to the said Mining Recorder the sum of - Two hundred and fifty - dollars.

And the lessee hereby further covenants with the lessor, that he will permit and allow the lessor and any person or persons authorized by law, by the Lieutenant-Governor in Council or by him, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted or for such period as to him or them shall seem expedient, or to enter upon the said premises from time to time for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, inspect, and examine the state and condition thereof, and to ascertain the quantity of work done, and materials, precious metals, and minerals got out of or gained from the premises hereby demised, and to ascertain whether the lessee be working the premises in accordance with the covenants, conditions, and agreements herein contained, and for these purposes

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

or any of them will permit the said person or persons to descend all pits and shafts, to use all machinery, ropes, tackle, and other things belonging to the lessee, as he or they shall deem necessary or expedient, without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress to, out, and over all buildings, erections, and vessels used by the lessee in connection with the workings: Provided, also, that the lessee shall not assign or sublet the whole or any part of the premises hereby demised without the written consent of the lessor first had and obtained, and after the filing of such consent in the office of the Mining Recorder for the Mining Division in which the lands hereby demised are situate: And provided always, and these presents are upon this express condition, that if the lessee shall fail to pay the rent hereinbefore reserved, on the respective days and in the manner hereinbefore appointed for the payment of the same respectively, or if the development-work herein provided for is not done in any year during the said term, or if default shall be made by the lessee, in the observance and performance of any or all or any part of the covenants, conditions, and agreements herein contained, on his part to be observed and performed, then this lease shall be deemed to be forfeited and the premises hereby demised shall thereby be deemed to be vacant and abandoned without any re-entry, declaration of forfeiture, or other act on the part of the lessor, any rule of law or equity to the contrary notwithstanding, and it shall thereupon be lawful for the lessor to re-enter into and upon the demised premises without making any compensation to the lessee for work done or improvements made on the said premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered by the within-named Lessor in the presence of M.S.Morrell Lillooet, Prov. Collector.	John Dunlop	(Seal)
Signed, sealed, and delivered by the within-named Lessee in the presence of M. S. Morrell Lillooet, Prov. Collector.	Frank Michele	(Seal)

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60 EXD.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

13827-C-4/1

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
MAR 17 1933

Lytton, B. C.,

March 9, 1933.

Sir:-

I beg to acknowledge receipt of departmental letter dated December 1st, in regard to Frank Michell's claim on which he holds a Provincial Placer Mining Lease, which he calls Moha.

In regard to forwarding the Department a copy of this lease, I have had sometime getting Frank Michell to understand what it was I wanted him to do. I am now enclosing a copy of his lease as instructed.

I trust this will meet with the Department's approval and that a mining permit will be issued for him.

The name given to the claim or lease is the Michele Bench Lease.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Filed in 1933 20 Pr. Permit issued

Fall of issue of Mining Permits for Michel until proof is given that the United States or Potlatch have no lease or interest in Michel Mining Bench. Also if Michel mining bench found in good stay north Fraser and at present time

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 69315 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that Lucie MacInnes of Vancouver, B. C., has paid me the sum of One 25/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X 14th day of March, 1933, until midnight on the thirty-first day of May, 1933.

Issued at Vancouver

Mch. 15/33 R. A. Burgoyne

Signature of Officerissuing same.

X Insert here the date immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 69315D.

Margaret E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 69315 D

Date March 15, 1933.

Province British Columbia

Agency Lytton

Date March 17, 1933.

To whom it may concern:

Permission is hereby given to Mrs. Lucie MacInnes

of the city of Vancouver

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1.

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

13956-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

March 20, 1933.

Sir:-

I herewith beg to enclose $5.00, from Mrs. Lucie MacInnes, together with copy of Free Miner's Certificate and a copy of the Prospector's Permit issued for her to prospect on Bridge River Indian Reserve No. 1.

Please credit the Band Funds of the Bridge River Band.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $5.00 chq

DEPT. OF INDIAN AFFAIRS
MAR 25 1933
RECORDS

Date 19

Entered Journal No. 27 Folio 175

Dept. Receipt No. 377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., March 23, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest on bond placed on *received* ~~xxx~~ *leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* March, 1933.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
Mining Permit B.R.#1 B.C. File 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00	220		25	00

9.377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., March 23, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest on bond placed on *received* ~~for~~ *leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* March, 1933.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R.#1 B.C. File 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00	220		25	00

A Series April 7/33

a/c 377

Pay

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

13987-C-4/1

Mining Permit
B.R.#1 B.C.
File 18,165-40

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

March 23,1933.

Sir:-

I herewith beg to enclose cheque No. 49 amounting to $25.00, in favor of Frank Michell, for interest on $3000.00 bond placed on his ranch by the Lower Bridge River Placers Limited for March.

Kindly credit to account of Frank Michell and return as soon as possible.

I am enclosing Form No. 51, for the return of this money to Frank Michell.

Trusting that this will be found in order,

Order for refund to Frank Michell

I have the honor to be,

Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $25.00 chq

E.A.U.

R

DEPT. OF INDIAN AFFAIRS MAR 27 1968 RECORDS

Date M.M.M. 19

Entered Journal No. 27 Folio 175 pm

Immediate
Laughlin
a/c 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS

CANADA

Ottawa, 24th April 1933

Memorandum

Lands,-

When you are advising the Agent in connection with 1 and 3, in letter under, would you be good enough to also request him to inform the Indians in connection with 2, that the Department can only obtain such water rights for them as the Provincial Water Comptroller allows, but that every effort is made by the Agent and the Department to protect their water rights, and in connection with 4 to inform the Indians that they themselves should endeavour to preserve their boundary monuments and ensure that the position of these monuments is known to a number of the Indians.

L. Robertson

Chief Surveyor.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

EXD.

Duplicate.

DEPARTMENT OF INDIAN AFFAIRS

Canada

File No. 18165-60 Ottawa April 25th.1933 19....

To AGENT A.Strang

Address:- Lytton. B.C.

Please inform Chief of the Bridge River Band

that his letter has been received here, regarding Mining Claims,Water rights,Land Sales and Boundary posts

and is transferred herewith to you for report.

A. F. MACKENZIE,

Secretary.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

Lytton, B. C., April 19th, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~interest due~~ *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* April, 1933.

Lease No.	Name of Lessee	For whom required	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit BRQ. B.C. File 18165 -60.	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

377

MAY 1 PAID

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

14185-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

April 19, 1933.

Sir:-

I herewith beg to enclose cheque No. 63 amounting to $25.00 being interest on bond placed on Frank Michell's property on the Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited in April.

Please credit the account of Frank Michell, and return to him as soon as possible. I am enclosing triplicate account of Form -- for the return of this money to Frank Michell.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 368

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
APR 26 1933
RECORDS

Date 19

Entered Journal No. 27 Folio 187

Bank

2 Other 277

Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 53168 D NOT TRANSFERABLE

THIS IS TO CERTIFY that CHARLES JAMES HOLBROOK (Jr.) of Moha, B. C. has paid me the sume of Five Dollars, and is entitled to all the rights ans privileges of a Free Miner, from midnight on the 31st, day of May, 1932, until midnight on the thirty-first day of May, 1933,

* Issued at Lillooet
May 13th, 1932.

L. J. Price

Signature of Officer issuing same

---

*- Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 53168 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 53168 D

Date May, 13th, 1932.

Province British Columbia

Agency Lytton

Date April 18, 1933.

To whom it may concern:

Permission is hereby given to Charles J. Holbrook, Jr.,

of the villar of Moha,

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shaw
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

14177-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

April 18, 1933.

Sir:-

I herewith beg to enclose copies of Free Miner's Certificate and Prospector's Permit to prospect on Bridge Indian Reserve No. 1, for Charles James Holbrook, Jr., of Moha, B. C.

I am also enclosing Money Order for the $5.00 fee.

Kindly credit the Bridge River Band Funds, with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 487

Amt. $5.00 pmo.

DEPT. OF INDIAN AFFAIRS
APR 26 1963
RECEIVED

Date ..... 19 .....

Entered Journal No. L3-27 Folio 187 pmo

Lafferty 377

Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

Lytton, B. C. May 6, 1933.

REQUIRED for the undermentioned, the sum of..$ 25.00 to be paid them as hereinafter specified, being ~~rent/rent~~ interest on bond ~~rent/for~~ leased land on the Bridge River No. 1 .....Indian Reserve, for the month of ..... May .....1933.

Lease No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amt. Paid $ ¢	Amt. Returned. $ ¢
Mining permit BRG.B.C. File 18165-60.	Lower Bridge River Placers Ltd.	Frank Michell	25.00	25.00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

14283.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

AS/SQ
Enc.

Lytton, B. C.,
May 6, 1933.

Sir,

I herewith beg to enclose cheque No. 80 amounting to $25.00, being interest on bond placed on Frank Michell's property on the Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Ltd., in May.

Please credit the account of Frank Michell, and return to him as soon as possible. I am enclosing triplicate account of request form for the return of this money to Frank Michell.

Trusting that this will be found in order,

I have the honour to be,
Sir,
Your obedient servant,

A. Strang

Representative of the Treasury,
MAY 15 1933
INDIAN AFFAIRS

(A. Strang)
Indian Agent.

Acct. to refund to F. Michel

The Secretary,
Department of Indians Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 185

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
MAY 10 1938

Date 19

EXD.

Entered Journal No. 27 Folio 193

Laffles 377 Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 71169D. Not Transferable.

This is to certify that Lawrence A. Harvey, of Los Angeles has paid me the sum of -----Five--------50/100 Dollars, and is entitled to all the rights andprivileges of a Free Miner, from midnight on the 7th day of May, 1933, until midnight on the thirty-first day of May, 1934.

Issued at Lillooet

"T.B. Williams,"
Deputy.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165--60

CANADA

EX'L.

DEPT. OF INDIAN AFFAIRS
MAY 30 1933
RECORDS

DEPARTMENT OF INDIAN AFFAIRS

R

PROSPECTOR'S PERMIT

Miner's Certificate

No. 71169D

Date May 6, 1933.

Province British Columbia

Agency Lytton

Date May 19, 1933.

To whom it may concern:

Permission is hereby given to Lawrence A. Harvey,

of the City of Los Angeles, California, U.S.A.

~~xxxxxx~~

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River Indian Reserve No. 1.

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

Fee paid on 18165-2

A. Shaw

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

Lytton, B. C., June 9, 1933.

REQUIRED for the undermentioned, the sum of $25.00, to be paid them as hereinafter specified, being interest on bond on leased land on the Bridge River No. 1....Indian Reserve, for the month of.....June.....1933.

Lease No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amt. Paid		Amt. Returned.	
			$	¢	$	¢
Mining Permit, Bridge River #1, File 18165-60.	Lower Bridge River Placers, Limited.	Frank Michell	25.	00	25.	00

ck 7091 June 30/33.

CERTIFIED CORRECT

A. Strang

(A. Strang) Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

14449.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

AS/SQ.

Lytton, B. C.,
June 9, 1933.

Sir,

I herewith beg to enclose cheque No. 126, amounting to $25.00, being interest on bond placed on Frank Michell's property on the Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers, Ltd., in June.

Please credit the account of Frank Michell, and return to him as soon as possible. I am enclosing triplicate account of request form for the return of this money to Frank Michell.

Trusting that this will be found in order,

I have the honour to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

Representative of the Treasury,
JUN 28 1933
INDIAN AFFAIRS

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No. 42

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
JUN 13 1933

Date ..... 19 .....

Entered Journal No. 6 27 Folio 210 pr

Loans
Account 377

Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 79239 D.

Date 30th June 1933

Province British Columbia

Agency Lytton

Date 30th June 1933

To whom it may concern:

Permission is hereby given to John C. Hartley

of the Bridge River, Lillooet. B.C.

in the Province of B.C.

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No.I. Reserve Lytton Agency.

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 79239 D

Not Transferable.

INDIAN OFFICE

JUN 30 1933

LYTTON, B.C.

THIS IS TO CERTIFY that John C.Hartley

of Lillooet, B.C. has paid me the sum of

Five - - - - - - - - -Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31st day of May 1933, until midnight on the thirty-first day of May, 1934.

Issued at Lillooet.

T.E. Williams,
Deputy Mining Recorder.

JUN 30 1933

INDIAN OFFICE

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

14572-C-4/1

Lytton, B. C.,
July 3rd, 1933.

Sir:-

I herewith beg to enclose money order for $5.00, together with copy of Free Miner's Certificate No. 79239 D in favor of John C. Hartley, and Prospector's Permit to prospect on the Bridge River Indian Reserve No. 1.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 6215

Amt. $5.00 pmo.

DEPT. OF INDIAN AFFAIRS
JUL 8 1933
RECORDS

Date 19

Entered Journal No. 27 Folio 218

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., July 10, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest on bonds ~~rent~~ received ~~for~~ *leased land on the* Bridge No. 1 *Indian Reserve, for the month of* August, 1933.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit #B.R.#1 B.C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

AUG 1 PAID

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

14613-C-4/1

18165-60
Mining Permit
No.B.R.#1 B.C.

Lytton, B. C.,

July 10, 1933.

Sir:-

I herewith beg to enclose cheque No. 168 amounting to $25.00 from the Lower Bridge River Placers Limited, for interest on the $3000.00 bond placed on Frank Michell's place at Bridge River Indian Reserve No. 1, for the month of August.

Please credit the account of Frank Michell and have the $25.00 returned to this office for him, as per the enclosed Form No. 51.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 6577

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
JUL 14 1933
RECEIVED

Date K. Smith 19

Entered Journal No. 27 Folio 225 pg

Acct Lathers 377 Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165--60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

14634-C-4/1

Mining Permit
No. B.R.1 B.C.,
18165-60.

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

July 14, 1933.

DEPT. OF INDIAN AFFAIRS
JUL 18 1933
RECORDS

Sir:-

I herewith beg to advise you that the cheques being sent for Frank Michell each month amounting to $25.00, which is interest on the $3000.00 bond placed on the land belonging to this man on Bridge River Indian Reserve No. 1, are not made made out correctly.

This man's name is spelled "Frank Mitchell" instead of "Frank Michell" and in consequence, as there is another Indian by a similar name, the mail has been getting mixed.

Please have the name spelled Michell in future, and it might be well to address it to his own address which is Lillooet, B. C. It might be sent there care of the Dom. Constable.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

N. C. Allen, Esq.,
Rep. of the Treasury,
Dept. of Indian Affairs,
Ottawa, Ont.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIEICATE

No. 54789 D. NOT TRANSFERABLE.

THIS IS TO CERTIFY that ROBERT S. WARREN of Bridge River, B. C., has paid me the sum of Five ----00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31st day of May, 1933, until midnight on the thirty-first day of May, 1934.

Issued at Bridge River,
11th May, 1933.

(Signed)Will Haylemore
Mining Recorder.

Certified a true copy of Free Miner's Certificate #54789 D.

W. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 54759 B.

Date 11th May, 1933.

Province British Columbia.

Agency Lytton.

Date July 14th, 1933.

To whom it may concern:

Permission is hereby given to Robert S. Warren

of the town of Bridge River

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

R

14633-C-4/1

Lytton, B. C.,
July 14, 1933.

Sir:-

I herewith beg to enclose Five Dollars, being fee for prospector's permit to prospect on Bridge River Indian Reserve No. 1, together with a copy of Free Miner's Certificate No. 54789 D, and copy of prospector's permit issued to Col. Robert S. Warren.

Kindly credit this amount to the Bridge River Band.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 6702

R

Amt. $5.00 p.mo

DEPT. OF INDIAN AFFAIRS
JUL 18 1933
RECORDS

Date 19

223

Entered Journal No. 27 Folio 222

377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

July 17, 1933

Hon H H Stevens,
Minister of Trade & Commerce,
O t t a w a, Ont.

Re Frank Michel Placer Lease #284.
Bridge River Indian Reserve #1.

Dear H.H:

Two years ago you were good enough to take up a question for me in connection with a placer lease #284 on the Bridge River Indian Reserve #1.

I had some men on the property for several months supplying them with provisions and tools on a basis of sharing in profits and whose interests I am trying to protect along with my own.

The property was held on option from Frank Michel in the joint names of D.J. Stewart and J. A. Paton and was renewed from time to time until this spring and is still in good standing though the latest renewal may not have my name on it.

However, last fall a sale was made by D.J. Stewart to J. Hodgkinson without consulting me. I was on the property when Stewart brought him out and there were three or four men working there at the time.

Mr. Hodgkinson has since made payments on the property and I expect they will be asking for the lease from the Department if they have not already done so.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

I am trying to straighten the matters out from this end and in the meantime ask if it would be possible, in the event of their completing the payments and asking for the lease, to have the Department delay completion of lease for a time while we are straightening out things at this end.

Best regards to yourself and Mrs. Stevens, I saw you at the Luncheon here and intended to say "how do you do" but lost you at the door. Sorry to bother you over this trifle.

Yours sincerely,

(Sgd.) J. A. Paton.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THE DEPARTMENT OF

TRADE AND COMMERCE
CANADA

OFFICE OF THE MINISTER

OTTAWA July 26, 1933

Confidential.

J. C. Caldwell, Esq.,
Director of Indian Lands and Timber,
Department of Indian Affairs,
O t t a w a.

Dear Mr. Caldwell:

I enclose a letter the Minister has received from Mr. J. A. Paton, of Vancouver, regarding Frank Michel Placer Lease #284, Bridge River Indian Reserve #1, who, you will note, wishes the Department to delay completion of this lease for a time while he is straightening out matters at this end.

I wonder would you be good enough to advise me in the matter for the Minister's information and whether Mr. Paton's request can properly be granted.

Yours faithfully,

W. H. Grant
Private Secretary.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18,165-60.

PERSONAL.

July 27. 1933.

Dear Mr. Grant,-

I have received your letter of the 26th instant, enclosing copy of one addressed to your Minister by Mr. J. A. Paton, of Vancouver, in which reference is made to what is known as the Frank Michell Placer Mining Lease on the Bridge River Indian Reserve No. 1.

The present situation with respect to this matter as set forth by Mr. Paton in his letter has been noted, and any further action on our part will be deferred pending some satisfactory adjustment.
I shall be very glad to keep you advised of any further developments in this connection.

Yours very truly,

Director.

W. H. Grant, Esq.,
Private Secretary,
Department of Trade & Commerce,
O t t a w a.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

THE DEPARTMENT OF

TRADE AND COMMERCE
CANADA

DEPT. OF INDIAN AFFAIRS
JUL 31 1933
RECORDS

OFFICE OF THE MINISTER

OTTAWA July 28, 1933

Personal.

J. C. Caldwell, Esq.,
Director,
Lands and Timber Branch,
Department of Indian Affairs,
O t t a w a, Ont.

Dear Mr. Caldwell:

I wish to thank you for your letter of July 27, regarding the Frank Michell Placer Mining Lease on the Bridge River Indian Reserve No. 1.

We are advising Mr. Paton accordingly. I also note that you will keep us advised of any further developments in this matter.

Yours faithfully,

W H Grant
Private Secretary.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE.

No. 77456 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that ..... J. E. Miller..... of.....Carmi, B. C. .....,has paid me the sum of....Five..xx/100.....dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X.....31.....day of.....May.....,1933, until midnight on the thirty-first day of May, 1934.

Issued at VANCOUVER.....

R. A. Burgoyne
Signature of Officer issuing same.

X Insert here the date immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 77456 D

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

RENEWAL

Miner's Certificate

No. 77456 D

Date 30th May, 1933.

Province British Columbia

Agency Lytton

Date July 24, 1933.

To whom it may concern:

Permission is hereby given to J. E. Miller

of the Town of Carmi

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Strang
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

14681-C-4/1

Lytton, B. C.,

July 24, 1933.

Sir:-

I herewith beg to enclose cheque amounting to $5.00 from Mr. J. E. Miller being fee, for prospector's Permit to prospect on Bridige River Indian Reserve No. 1, together with a copy of the permit and one of his Free Miner's Certificate.

Kindly credit the funds of the Bridge River Band.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 7821

Amt. $5.00 chg

DEPT. OF INDIAN AFFAIRS
JUL 28 1933
RECORDED

Date [illegible] 19

Entered Journal No. 6 27 Folio 130 [illegible]

Lands 377
Act

Dept. Receipt No.

Representative of the Treasury
AUG 1
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY

INDIAN OFFICE

AUG 10 1933

LYTTON, B.C.

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

.....

NO. 79085

NOT TRANSFERABLE.

THIS IS TO CERTIFY that T.E. ARNOLD OF BRIDGE RIVER AND VANCOUVER, has paid me the sum of Five.....dollars, and is entitled to all the rights and privileges of a Free Miner, from Midnight on the 31st day of May, 1933, until midnight on the thirty-first day of May, 1934.

Issued at Bridge River, B.C.
29th May, 1933

"WILL HAYLMORE" S.M.R.

34

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 79065 D

Date 29th May, 1933

Province British Columbia

Agency Lytton

Date August 10, 1933.

To whom it may concern:

Permission is hereby given to T. E. Arnold

of the city of Vancouver

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1,

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

D. Stuart
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

14796-C-4/1

Lytton, B. C.,

Aug. 10,1933.

Sir:-

I herewith beg to enclose Money Order for $5.00 being fee for permit to prospect on Bridge River Indian Reserve No. 1, paid by T. E. Arnold, together with a copy of his Free Miner's Certificate, and of the permit issued.

Please credit the band funds of the Bridge River Band with $5.00.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 8721

Amt. $5.00

Date AUG 15 1903 19

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. 27 Folio 230

Dept. Receipt No. 377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., August 14, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* August.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
MiningPermit B.R.1B.C. 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

AUG 2 1933

Certified Correct,
R. Shang
Indian Agent.

AUG 2 1933

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
AUG 18 1933
RECORDS

14811-C-4/1

Mining Permit
B.R.No.1 B.C.
18165-60

Lytton, B. C.

Aug. 14, 1933

Sir:-

I herewith beg to enclose Form 51, in triplicate, for the return of $25.00 being interest on the $3000.00 bond placed on the Frank Michell property on Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited, for month ending September 17th, 1933.

Please have this returned as soon as possible.

I do not think that the $25.00, sent to the Department on July 10th, has been returned, so I would be much obliged if you could have this sent back for Frank Michell as he is expecting it.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

To return $25 being amount due Frank Michel as interest for Aug if not already paid.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

14803-8-4/1

Mining Permit
BR#1BC
18165- 60

Lytton, B. C.,

Aug. 14, 1933.

Sir:-

I herewith beg to enclose cheque No. 200 being for rental on wild and agricultural land on Bridge River Indian Reserve No. 1 on which the Lower Bridge River Placers Limited has a mining permit, as follows:

40 acres	@ $1.00	per ac.	$40.00
126 "	@ .50	" "	63.00
		Total --	$103.00

for the year ending July 1st, 1934, and $25.00 for interest on Frank Michell bond placed on his land for the month ending September 17th.

Please credit the fund of the Bridge River Band with $103.00, and Frank Michell's account with $25.00.

Trusting that this will be found in order,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

Representative of the Treasury, AUG 23 1933 INDIAN AFFAIRS

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Representative of the Treasury, AUG 31 1933 INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9127

Amt. $128.00

Cly

Date _____ 19 _____

DEPT. OF INDIAN AFFAIRS
AUG 18 1933
RECORDS

Entered Journal No. L6 27 Folio 234

377

Dept. Receipt No. 1

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE.

NO. 79229 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that ...James C. Carmichael of.....Lillooet, B. C....., has paid me the sum of Five...Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X 31st day of May, 1933, until midnight on the thirty-first day of May, 1934.

Issued at Lillooet

T. B. Williams
Deputy Signature of Officer issuing same.

X Insert here the ~~date~~ day immediately preceding the day on which certificate is taken out.

Certified to be a true copy of Free Miner's Certificate No. 79229 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 79229 D

Date June 1st, 1933

Province British Columbia

Agency Lytton

Date August 28, 1933

To whom it may concern:

Permission is hereby given to James C. Carmichael

of the Lillooet

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

Simon F. Mackay
for. Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

14889-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Aug. 28, 1933.

Dear Sir:-

I herewith beg to enclose money order for $5.00, being for a permit to prospect on Bridge River Indian Reserve No. 1, for James C. Carmichael, together with a copy of his Free Miner's Certificate and one of the permit issued.

Please credit the band funds of the Bridge River Band, with this amount.

Trusting this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

Simon F. MacKay
for (A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Representative of the Treasury
SEP 8

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9987

Amt. $5.00 pmo.

DEPT. OF INDIAN AFFAIRS
SEP 1 1933
RECEIVED

Date 19

Entered Journal No. 6 27 Folio 241 [illegible]

Loans & Advances 377 Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 79593 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that....Olaf Hansen..... of.....Lillooet, B. C....., has paid me the sum of....Four.....dollars, amd is entitled to all the rights and privileges of a Free Miner, from midnight on the X..25....day of.....August....., 1933, until midnight on the thirty-first day of May, 1934.

Issued at Lillooet, Aug. 26/33.

E. E. Cory.
Dept. M. R.
Signature of Officer issuing same.

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate #79593 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 79593 D

Date August 26, 1933

Province British Columbia

Agency Lytton

Date September 1, 1933.

To whom it may concern:

Permission is hereby given to Olaf Hansen

of the town of Lillooet

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1,

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Strang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

14921-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Sept. 1, 1933.

Sir:-

I herewith beg to enclose cheque No. 496 amounting to $5.00 from Olaf Hansen for a permit to prospect on Bridge River Indian Reserve No. 1, together with a copy of his Free Miner's Certificate and one of the permit issued.

Please credit this amount to the Bridge River Band funds.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs, (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 983

Amt. $5.00 chq

Date DEPT. OF INDIAN AFFAIRS SEP 15 1953 RECORDS 19

Entered Journal No. 27 Folio 145 Jrt

Lac Ste Anne 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., September 13, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest on bond *rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* September

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
Mining Permit No.B.R.1 B.C. 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			$25	00

SUPERVISOR SEP 21 1933 Indian Timber Lands

H. J. Bury

Certified Correct,

A. Strang

(A. Strang)
Indian Agent.

SEP 22 PAID

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

14996-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
Sept. 13, 1933.

Sir:-

I herewith beg to enclose cheque No. 227 amounting to $25.00 for interest paid on $3000 bond placed on Frank Michell property on Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited, for the month of September.

Please credit Frank Michell's account with this amount. I am enclosing Form #51 for the return of this money to Frank Michell.

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Agent,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

69-1465 BX

BANK RECEIPT No. 1084

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
SEP 28 1933
RECORDED

Date _____ 19____

Entered Journal No. 77 Folio 245 JM

Lawyers Mn 1

Agent

377 Dept. Receipt No. _____

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 79594 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that.....George Pizzi..... of Lillooet, B. C.,.....has paid me the sum of .....Four.....dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X....27th.....day of.....August.....,1933, until midnight on the thirty-first day of May, 1934.

Issued at...Lillooet, B. C, Aug. 28/33.

T. S. Williams
Signature of Officer issuing same.
Dep. Mining Recorder.

X Insert here the date of the day immediately preceding the day on which the certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 79594 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 79594 D

Date August 27, 1933

Province British Columbia

Agency Lytton

Date September 19, 1933.

To whom it may concern:

Permission is hereby given to George Pizzi

of the town of Lillooet

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

D.

DEPARTMENT OF INDIAN AFFAIRS
CANADA

15027-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Sept. 19, 1933.

Sir:-

I herewith beg to enclose Money Order No. 6741, for $5.00, being fee for prospector's permit to prospect on Bridge River Indian Reserve No. 1, for George Pizzi.

Please credit the funds of the Bridge River Band.

I am also enclosing a copy of his Free Miner's Certificate and the permit issued.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No. 1556

Amt. $5.00 paid

DEPT. OF INDIAN AFFAIRS
SEP 23 1933

Date [illegible] 19

Entered Journal No. 7 27 Folio 246 fry

Laird Dols 377

Dept. Receipt No.

Representative of the Treasury
SEP 27 1933
INDIAN AFF

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., October 16, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest on bond on *received* ~~for~~ *leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* October, 1933.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
Mining Permit BR#1B.C. 18165-80	Bridge River Placers Limited	Frank Michell	25	00			25	00

SUPERVISOR OCT 26 Indian Timber Lands

OCT 27 PAID

I certify that the articles specified in this account have been received in good condition, that the quality and prices are according to contract authorized by ..... or, if not by contract, that the prices charged are fair and just. No item in this account has been previously certified by me for payment. I recommend payment.

Certified Correct.

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

1 5199-C-3/1

18165-80

Lytton, B. C.,
Oct. 16, 1933.

Sir:-

I herewith beg enclose cheque No. 263, for $25.00, being interest on $3000.00 bond placed on Frank Michell's property on Bridge River Indian Reserve No. 1, for month ending November 17th, 1933.

Please correct account of Frank Michell.

I am also enclosing Form No. 51 for the return of $25.00 for Frank Michell.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Deparment of Indian Affairs,
Ottawa.

AS/MD

Per Fallowell
Triplicate a/c
for certification

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 3474

Amt. $25.00 chg

DEPT. OF INDIAN AFFAIRS
OCT 20 1933
RECEIVED

Date [illegible] 19.

Entered Journal No. 17 Folio 15 [illegible]

Loan [illegible] mbg
Agect

377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form-No. 51

INDIAN OFFICE

.....Lytton, B. C., Nov. 15, 1933.

REQUIRED for the undermentioned, the sum of $....25.00..... *to be paid them as hereinafter specified, being* ~~rent~~ *received* ~~or bond on~~ *for leased land on the*.....Bridge River No. 1.....*Indian Reserve, for the month of*.....November, 1933.....

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit I.R. #1 B.C. File 18165 -60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

40377

PL NOV 25 1933

Certified correct,
A. Shang
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

16137-C-4/1

Mining Permit
B.R.#1 B/C.
18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Nov. 15, 1933.

Sir:-

I herewith beg to enclose Form No. 51 being for money required for Frank Michell of Bridge River Indian Reserve No. 1, for month ending December 17th, 1933.

Trusting that you will forward this at an early date,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

16135-C-4/1

Mining Permit
B.R.#1 B. C.
18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Nov. 15, 1933.

Sir:-

I herewith beg to enclose cheque No.289 amounting to $25.00 being interest on $3000.00 bond placed on Frank Michell's property on the Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited.

Please credit Frank Michell's account with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 5908

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
NOV 20 1933
RECEIVED

Date G.M.M. 19

Entered Journal No. 27 Folio 268 Jnr

Dept. Receipt No. 377

Lawyers Office

Received at the Treasury,
NOV 24 1933

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Dec. 1, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being interest on bond *received* for *leased land on the* Bridge River No. 1 *Indian Reserve, for the month of*

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
B.R.#1B.C. File 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

Certified Correct,
C. Strang
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Dec. 21, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~rent~~ interest on bond on *leased land on the* Bridge River No. 1 *Indian Reserve, for the month of*

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
B.R.#1B.C. File 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

Certified Correct,
A. Strang
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Dec. 21, 1933.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~rent~~ interest on bond on *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of*

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
B.R.#1B.C. File 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

Certified Correct,

A. Shang

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

16478-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

Lytton, B. C.,

Dec. 21, 1933.

Sir:-

I herewith beg to enclose Form No. 51 for money required for Frank Michell, Bridge River Band, amounting to $25.00.

Trusting that this will be found in order, and forwarded for this man at an early date,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

16477-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

Lytton, B. C.,

Dec. 21, 1933.

Sir:-

I herewith beg to enclose cheque No. 300 amounting to $25.00 being interest on $3000.00 bond placed on Frank Michell's property on the Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited, for month ending ~~January~~ Dec.

Please credit the account of Frank Michell.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-

BANK RECEIPT No. 8802

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
DEC 27 1933
RECORDS

Date 27 M.M. 19

Entered Journal No. 27 Folio 283 J.B.

La Tribe 377

Dept. Receipt No. DEC 30 1933

Representative of the Treasury,
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Feb. 1st, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~rent~~ int. on $3000 bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* January, 1934.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
B.R.#1B.C. 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

SUPERVISOR B Indian Timber Lands

H J Bury

Certified Correct,

A. Strang

Indian Agent.

LANDS AND TIMBER BRANCH

I certify that the charges in this account are according to authorization by

Contract

and that no item in this account has been previously certified by me for payment.

I therefore recommend payment

J. B. Cardwell

Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Feb. 1st, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~rent~~ int. on $3000 bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* January, 1934.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
B.R.#1B.C. 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00	31988 Feb. 9/34.		25	00

SUPERVISOR 5 8 Indian Timber Lands

T J Bury

Certified Correct,

C Strang

Indian Agent.

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.
J Blackwell
Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

16817-C-4/1

18165-60
Mining Lease
B.R.#1 B.C.

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Feb. 1st, 1934.

Sir:-

I herewith beg to enclose Form No. 51, for money required amounting to $25.00 for Frank Michell, Indian of the Bridge River Band, which is the interest on the $3000 bond placed on his land by the Bridge River Placers Limited.

Please return $25.00 as soon as possible, and oblige,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

16816-C-4/1

18165-60
Mining Lease
B.R.#1 B.C.

Lytton, B. C.,

Feb. 1st, 1934.

Sir:-

I herewith beg to enclose cheque No. 329 amounting to $25.00 from the Lower Bridge River Placers Limited, being interest on $3000.00 placed on Frank Michell's property on Bridge River Indian Reserve No. 1.

Please credit the account of Frank Michell.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

1. Mr Caldwell for O.K.
2. Acct for refund.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 2566

Amt. $25.00 chq

Date 28 a. M. 19.

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. 27 Folio 301/M

ML8

CX.D.

Laurier 377

Dept. Receipt No. 8

Receiver of the Treasury, INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Feb. 17, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* int. *received/* on bandon *leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* February, 1934.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
B.R.#1 B.C. 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			283 25	00

APR 10 1934

SUPERVISOR FEB 26 Indian Timber Lands

No 377 pay

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by Contract
and that the work in this account has been properly certified by me for payment
I therefore recommend payment.

Certified Correct,

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

17018-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

Lytton, B. C.,

Feb. 17, 1934.

Sir:-

I herewith beg to enclose Form No. 51 money required for Frank Michell amounting to $25.00 being interest on the band placed on his land on Bridge River Indian Reserve No. 1 by the ~~Lower~~ Bridge River Placers Limited to March 17th, 1934.

Please have this money returned for the Indian as soon as possible.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17017-C-4

Mining Permit
B.R.#1 B.C.
18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Feb. 17, 1934.

Sir:-

I herewith beg to enclose cheque No. 341 amounting to $25.00 being interest on bond placed on Frank Michell's land on Bridge River Indian Reserve No. 1, to March 17th, 1934.

Please credit account of Frank Michell with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

Encl.
AS/MD

1. Pay Caldwell
2. Accounts for O.K. for payment.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 3798

Amt. $25.00 clg

DEPT. OF INDIAN AFFAIRS
SEP 21 1964

Date 19.

Entered Journal No. V 27 Folio 305 Jnd.

Lauzon

Cheque 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE

No. 79589 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that ....John Edwards..... of.....Vancouver...B. C....., has paid me the sum of.....Four.....00/100.....dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the .....20th.....day of August, 1933, until midnight on the thirty-first day of May, 1934.

Issued at Lillooet.

21/8/33

L. D. Price

Signature of Officer issung same.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 79589 S

Date August 20th, 1933.

Province British Columbia

Agency Lytton

Date March 15th, 1934.

To whom it may concern:

Permission is hereby given to John Edwards

of the City of Vancouver

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17246-C-5&4

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

March 16, 1934.

Sir:-

I herewith beg to enclose Money Order #8781 for $10.00, being $5.00 from James D. McKay for a permit to prospecton Cayoosh Indian Reserve No. 2, and $5.00 from John Edwards for a permit to prospect on Bridge River Indian Reserve No.1, together with copies of their Free Miner's Certificates, and of the permits issued.

Please credit the fund of the Cayoosh Creek Band No. 2 with $5.00, and the fund of the Bridge River Band with $5.00.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

405 - 5.00
377 - 5.00

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 6033

Amt. $10.00

P. M. Cadar

Date MAR 20 1934 19

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. 27 Folio 215

C.A.M.

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., March 21, 1934.

REQUIRED for the undermentioned, the sum of $.....
to be paid them as hereinafter specified, being interest on bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* March, 1934.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
Mining Permit BR#1B.C.	Lower Bridge River Placers Ltd.,	Frank Michell	25	00			25	00

243
APR 6 1934

Certified correct,

P. Sluong
Indian Agent.

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.

.....

and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.

R. Cameron
Director

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165 60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17308-C-4

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

March 23, 1934.

DEPT. OF INDIAN AFFAIRS
MAR 28 1934
RECORDS

Sir:-

I herewith beg to enclose the third copy of Form No. 51, money required for Frank Michell, which was omitted when forwarding this yesterday.

Regretting this omission,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17293-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

March 21, 1934.

Sir:-

I herewith beg to enclose Form No. 51, asking for money for Frank Michell, being interest on $3000.00 bond placed on his property on Bridge River Indian Reserve No. 1, amounting to $25.00.

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17292-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
March 21, 1934.

Sir:-

I herewith beg to enclose cheque No. 351 amounting to $25.00 from the Lower Bridge River Placers Limited, being interest on the $3000.00 bond placed on Frank Michell's property on Bridge River Indian Reserve No. 1.

Please credit Frank Michell's account.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

1. Caldwell
For O.K.
2. [illegible]
For payment

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
MAR 26 1934

R

Date [illegible], 19

Entered Journal No. 27 Folio 317 [illegible] EXD.

377

Dept. Receipt No.

Representative of the Treasury
APR 4 1934

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 79694 D. NOT TRANSFERABLE.

This is to certify that Olaf Olson of Lillooet has paid the sum of seventy-five cents, and is entitled to all the rights and privileges of a free miner from mid-night on the 11th of April 1934, until midnight on the thirty-first day of May, 1935.

Issued at Lillooet.

(Sgd.) T.B.Williams
Deputy Mining Recorder.

INDIAN OFFICE
APR 13 1934
LYTTON, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate No. 79694 S.

Date April 10th, 1934.

Province British Columbia

Agency Lytton

Date April 13th, 1934.

To whom it may concern:

Permission is hereby given to Olaf Oleson of the town of Lillooet in the province of British Columbia to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1 Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

17523-C-

Lytton, B. C.,

April 13, 1934.

Sir:-

I herewith beg to enclose Postal Money Order No. 9098 amounting to $5.00 being fee for prospector's permit to prospect on Bridge River I.R.No.1, from Olaf Oleson.

Please credit the band fund of the Bridge River Band.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

Representative of the Treasury
APR 20 1934
INDIAN AFFAIRS

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 8384

Amt. $5.00 p.m.o.

DEPT. OF INDIAN AFFAIRS
27 1934
R.

Date [illegible], 19

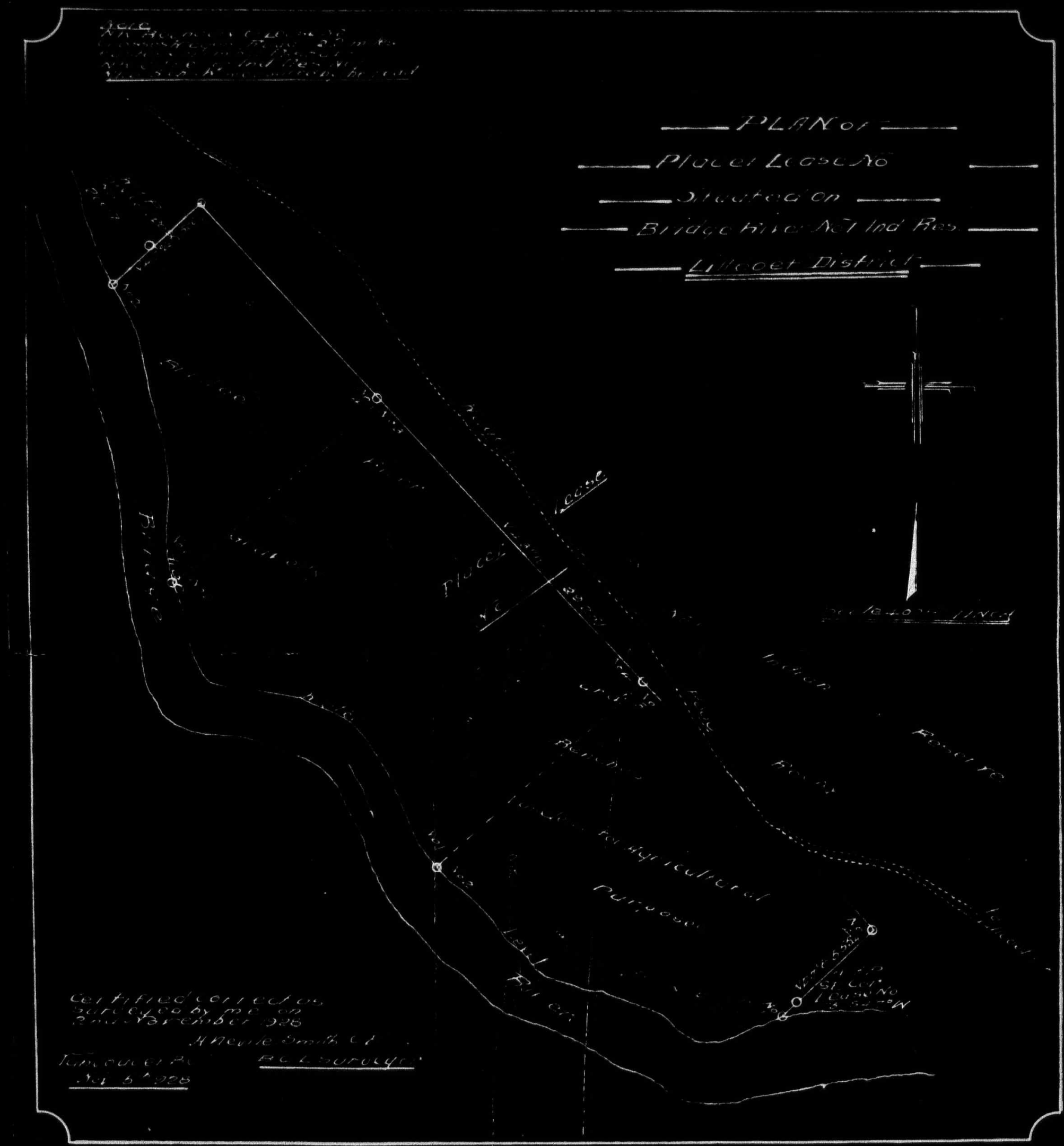
Entered Journal No. 27 Folio 329

Dept. Receipt No. 377

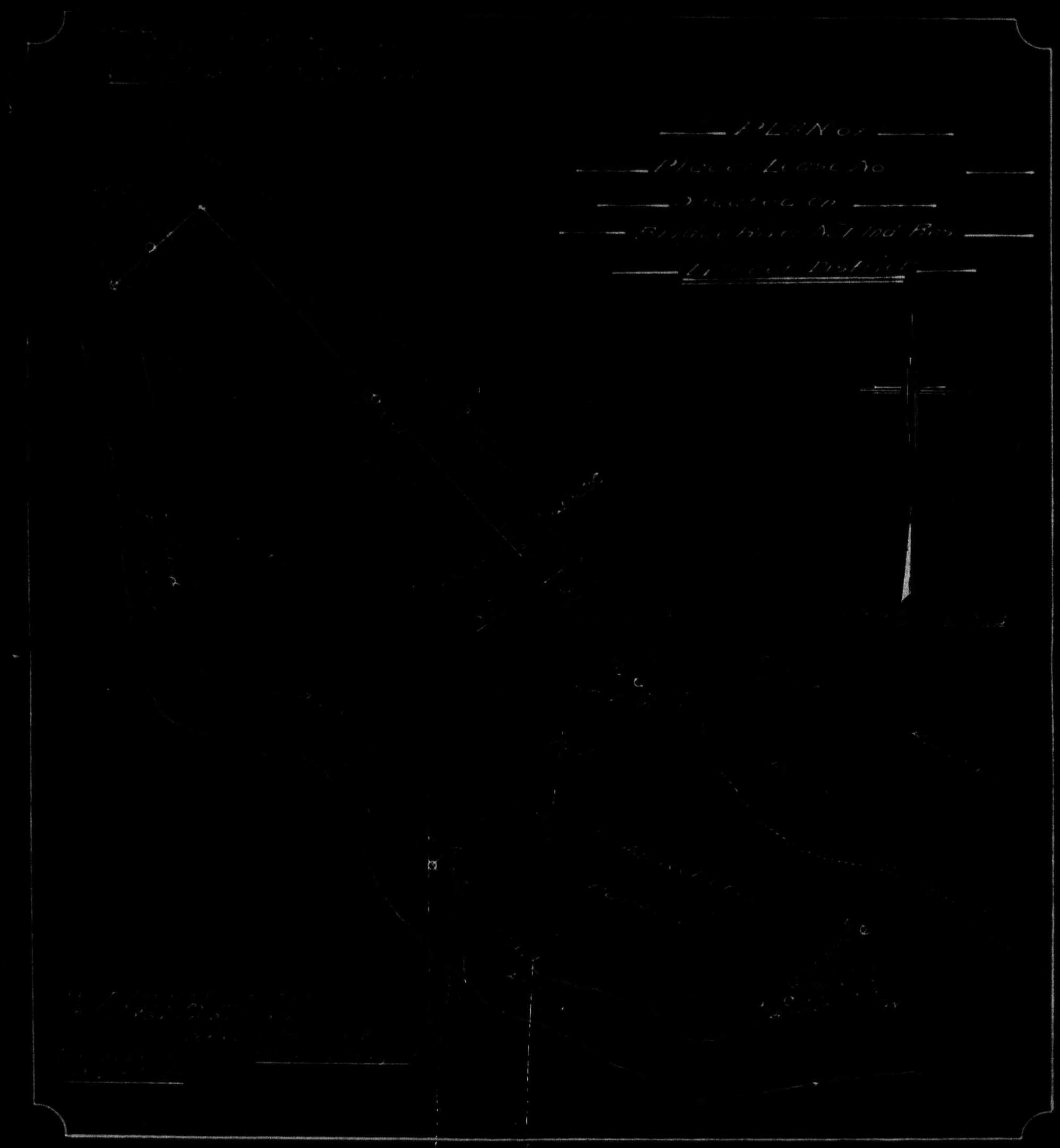
Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

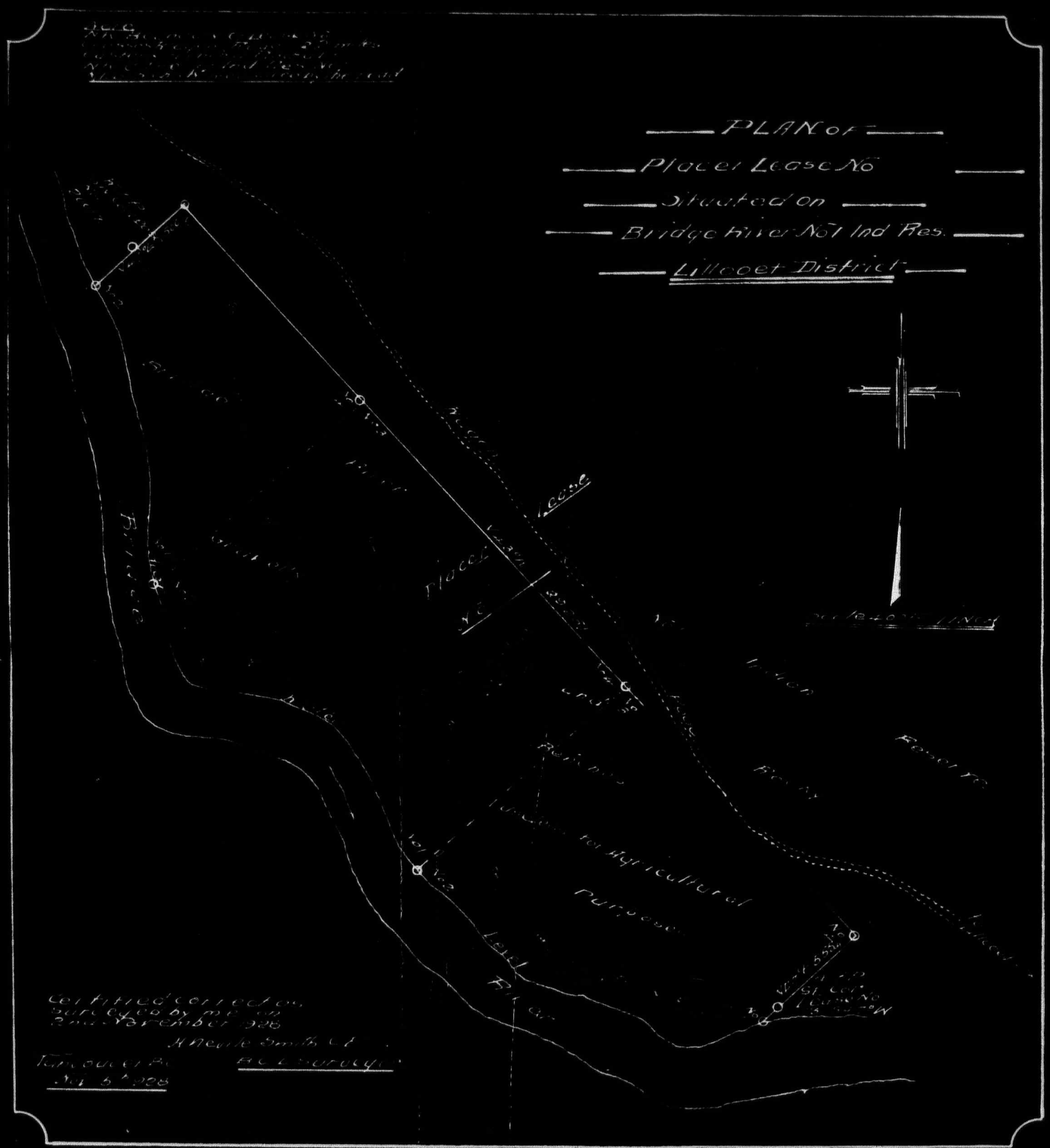
Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 7846, File 1-1-5-6 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

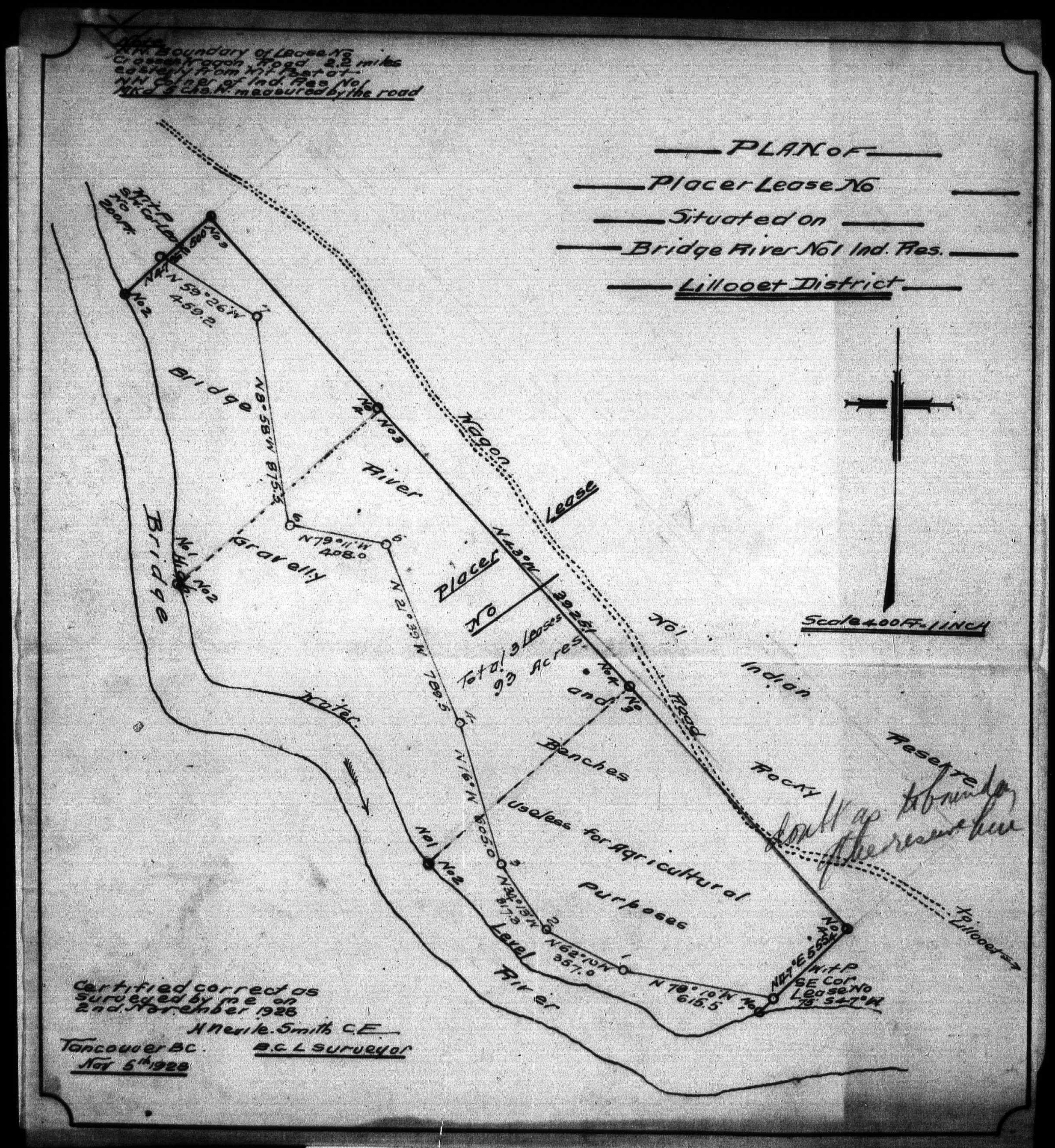


Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 7846, File 1/165-40 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS IS 18165-60 VOL.1

CLOSED

PLEASE SEE

18165-60 VOL. 11

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Indian Affairs
Headquarters Files

(RG 10, Volume 7640)

File 18165-60	1	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1923 - 1934
File 18165-60	2	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1934 - 1938
File 18168-41		Skeena Agency - Correspondence regarding mining on the Wityimagon Reserve. 1914-1919
File 18169-14		Nicola Agency - Correspondence regarding mining on the various reserves in the agency. 1891 - 1933

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 18165-60 VOL 2

VOL. 1 CLOSED

Department of Indian Affairs

19

LYTTON

MINING

BRIDGE RIV. RES.

PUBLIC RECORD

390742

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., April 23rd, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being ~~rent~~ on bond *received* ~~for~~ on *leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* April, 1934.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
Mining Permit B.R. No. 1 B.C. 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00	1623		25	00
					May 5/34.			

Mu 377

Certified Correct,

[signature]
Indian Agent.

SUPERVISOR
MAY 4 1934
Indian Timber Lands

[signature]

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorization by.
[signature]
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.
[signature]
Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17619-C-4/1

Mining Permit
B.R.No.1,B.C.
18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
April 23,1934.

Sir:-

I herewith beg to enclose Form No/51, money required for Frank Michell, Bridge River Band.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

17618-C-4/1

Mining Permit
B.R.No.1,B.C.
18165-60

Lytton, B. C.,
April 23,1934.

Sir:-

I herewith beg to enclose cheque No.362, amounting to $25.00, which is for interest on $3000.00 bond placed on Frank Michell's place on Bridge River I.R.No.1, by the Lower Bridge River Placers Limited, up to April 18th,1934.

Please place to the credit of Frank Michell's Account.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

1. Mr Caldwell
For OK.
2. [illegible]
For refund.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9483

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
APR 27 1934
RECORDS

Date ..... 19.....

Entered Journal No. 27 Folio 332 ff

Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17808-C-4/1

Mining Permit
B.R.#1 B.C.

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
May 23rd, 1934.

Sir:-

I herewith beg to enclose cheque No.367 from the Lower Bridge River Placers Ltd., for interest on $3000.00 bond on Frank Michell's property on the Bridge River Indian Reserve No.1, to May 17th, 1934.

Please credit the account of Frank Michell with this amount.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Department of the Treasury,
31 MAY
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 1769

Amt. $25.00 chq

Date May 1, 1930 **19**

DEPT. OF INDIAN AFFAIRS RECEIVED MAY 1 1930

Entered Journal No. 27 **Folio** 346

377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., May 29th, 1934.

REQUIRED for the undermentioned, the sum of $25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Chapman's Bar Spuzzum No. 10 *Indian Reserve, for the month of* May, 1934.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
Fol 44 Vol IV	Provincial Department of Public Works	Charlie Chapman	25	00			5483 25	00
			JUN 6		1934			

Certified Correct,
A. Shang
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS

Form 273
50M-6-33.

OFFICE OF THE
REPRESENTATIVE OF THE TREASURY

5483

Sir,

I beg to enclose Official Cheque No._____

in payment of your claim as detailed hereunder.

INDIAN OFFICE

CHARLIE CHAPMAN

JUN 11 1934

Ottawa, JUN 6 1934

Please quote Cheque Number when referring to this remittance

T F ½C 76			25	00	25	00
RENT						
CK TO GO TO A STRANG, INDIAN AGNET, LYTTON, B C						

Yours faithfully,

R. Allen

NO ACKNOWLEDGMENT IS NECESSARY.

Representative of the Treasury.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

17975-A-23/10

Lytton, B. C.,

June 21, 1934.

Sir:-

I herewith beg to return cheque No. A 05483 amounting to $25.00 in favor of Charlie Chapman of the Spuzzum Band, as there has been an error made in having this money sent for this man, because he has already been paid this money by cheque No.A 04457 accompanied by the blue Form No. 273 dated May 28th, and received at Lytton on June 2nd.

I do not quite understand how the error was made, but think that it should have been a request for $25.00 due Frank Michell being interest on the bond placed on his property at Bridge River Indian Reserve by the Lower Bridge River Placers Limited on Mining Permit No. B.R.No.1 B.C., up to May 17th, as I cannot find where this has been applied for.

I regret very much that this has occurred and am now enclosing Form No. 51 made out for Frank Michell.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 314

Amt. $25.00

Date June 26 1934

Entered Journal No. 17 Folio 362 JB

Acct

76

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 77719 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that Lucie MacInnes of Vancouver, B. C., has paid me the sum of Five....00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X 31, day of.....May....,1933, until midnight on the thirty-first day of May, 1934.

Issued at Vancouver.....

R. A. Burgoyne

Signature of Officer issuing same.
Mining Recorder
Vancouver

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No.77719 D.

Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 77719 D

Date May 31, 1933.

Province British Columbia

Agency Lytton

Date May 26th, 1934.

To whom it may concern:

Permission is hereby given to Lucie MacInnes

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Sleang
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE.

No. 77718 D NOT TRANSFERABLE.

THIS IS TO CERTIFY that George L. MacInnes of Vancouver, B. C., has paid me the sum of Five ---00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the X ....31....day of.....May....., 1933, until midnight on the thirty-first day of May, 1934.

Issued at....VANCOUVER.....

R. A. Burgoyne
Signature of Officer issuing same.
Mining Recorder, Vancouver.

31 May 33.....

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate #77718 D.

M. E. Drewett
Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 77718 D

Date May 31, 1933.

Province British Columbia

Agency Lytton

Date May 21st, 1934.

To whom it may concern:

Permission is hereby given to George L. McInnes

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang
Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17845-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

May 26th, 1934.

Sir:-

I herewith beg to enclose money order No. 9420-09575 for $10.00, being fees for permits to prospect on Bridge River Indian Reserve No. 1, from George L. and Lucie MacInnes, together with copies of their Free Miner's Certificates and of the permits issued.

Please credit the funds of the Bridge River Band with this amount.

377

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

Received in the Treasury,
JUN 28 1934
INDIAN AFFAIRS.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 2141

Amt. $10.00 p.m.s.

DEPT. OF INDIAN AFFAIRS
MAY 30 1934
RECORDS

Date M. M. 19

Entered Journal No. VIII 27 Folio 354 M

Lac Ste Croix

377

Dept. Receipt No. 1111

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPT. OF INDIAN AFFAIRS
JUN 25 1934
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

17977-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

Lytton, B. C.,
June 21, 1934.

Sir:-

The Lower Bridge River Placers Limited, holder of Mining Permit No. B.R.#1 B.C., has made application for a lease of the surface rights on Provincial Bench leases Nos. 403, 410, 412, 413, and 414, situated on Bridge River Indian Reserve No. 1, as this Mining Permit will have run out on July 1st, 1934.

As the above company has lived up to all it obligations in respect to the said Mining Permit, I trust that the Department will grant them a lease as requested.

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 21st, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being ~~rent~~ *rent received* ~~for~~ *on bond on leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* June.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
Mining Permit B.R.#1 B.C. 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

AUDITED FOR PAYMENT
JUL 3 1934
ACCOUNTS BRANCH
DEPT. INDIAN AFFAIRS

Certified Correct,
A Strang
Agent.

ch 8917

SUPERVISOR
JUN 29 1934
Indian Timber Lands
HJB

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.
Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

17978-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

Lytton, B. C.,
June 21, 1934.

Sir:-

I herewith beg to enclose Form No. 51, money required for Frank Michell, amounting to $25.00, being interest on bond on his property on Bridge River Indian Reserve No.1, by Lower Bridge River Placers Ltd.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

17976-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

Lytton, B. C.,

June 21, 1934.

Sir:-

I herewith beg to enclose cheque No. 385 amounting to $25.00 from the Lower Bridge River Placers Limited, being interest on bond on the property of Frank Michell of Bridge River Indian Reserve No. 1, for month ending July 17th, 1934.

Please credit Frank Michell's account.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 3814

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
JUN 27 1934
RECEIVED

Date 19.

Entered Journal No. 5 IX 27 Folio 362 JJ

Lawyer's Office 377 Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 21, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00 to be paid them as hereinafter specified, being ~~rent~~ int. on bond on ~~received for~~ leased land on the Bridge River No. 1 Indian Reserve, for the month of May.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
Mining Permit B.R.#1 B.C. 18165-60	Lower Bridge River Placers Ltd.,	Frank Michell	25	00			25	00

AUDITED FOR PAYMENT JUL 3 1934 ACCOUNTS BRANCH DEPT. INDIAN AFFAIRS

Certified Correct,
A Strang
Agent.

ck 8917

SUPERVISOR JUN 29 1934 Indian Timber Lands

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.
Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

17982-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUN 26 1934
RECORDS

Lytton, B. C.,

June 21, 1934.

Sir:-

I herewith beg to enclose Form No. 51, Money Required for Frank Michell, Indian of the Bridge River Band, for $25.00 being interest on the bond placed on his property by the Lower Bridge River Placers Limited for month ending June 17th, 1934.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

(A. Strang)
Indian Agent.

1. For O.K.
2. For Payment

The Secretary,
Department of Indian Affairs,
Ottawa.

AS.MD

Representative of the Treasury,
JUN 30 1934
INDIAN AFFAIRS.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. July 5th.1934.

Sir:-

In reference to your letter of the 21st.ult. reporting that the Lower Bridge River Placers Ltd.have made application for a lease of the surface rights pertaining to certain bench leases on the Bridge River Reserve,it is not clear as to which of the options the company desire to avail themselves of,as indicated in section No.11 of the Mineral Regulations.

If the company merely wish an extension of two years under sub section "b",it will be necessary for them to remit the sum of $103.00 as rental for the period July 1st.1934 to 1935,together with some documentary proof that they have expended the sum of $1000 in development work.

If on the other hand they desire a formal lease of the surface rights for a period of 21 years,proper compensations must be paid in full for any interest of the Indians,whether individual or as a band,that may sustain damage due to mining operations.

Yours very truly,

Secretary.
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

18038-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

Lytton, B. C.,

June 28, 1934.

Sir:-

I herewith beg to enclose cheque No.398 from the Lower Bridge River Placers Limited, for rental on Bridge River Indian Reserve No. 1, under Mining Permit No. B.R.#1 B.C., for the year ending July 1st, 1935, as follows:

40	acres	@ $1.00	per ac.	$40.00
126	"	@ .50	" "	63.00
			Total-----	$103.00

Please credit the band funds of the Bridge River Band with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

Representative of the Treasury,
JUL 9 1934
INDIAN AFFAIRS.

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 4302

Amt. $103.00 chg

Date [illegible] 19.

DEPT. OF INDIAN AFFAIRS
AUG 2 1934
RECORDS

Entered Journal No. 27 Folio 365 [illegible]

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

18143-C-4/1

18165-60

DEPT. OF INDIAN AFFAIRS
JUL 21 1934
OFFICE OF INDIAN AGENT
RECORDS

Lytton, B. C.,

July 17, 1934.

Sir:-

I have departmental letter dated July 5th, enquiring if the Lower Bridge River Placers Ltd., merely wished for a renewal of their mining permit for another two years.

In reply beg to state that that is what is required on the same terms and rental as before.

Your obedient servant,

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE

JUL 16 1934

.....

LYTTON, B.C.

British Columbia

FREE MINER'S CERTIFICATE

No. 94615 D

Not Transferable.

THIS IS TO CERTIFY that .....G..Fred.Baird.....
of ....Lillooet, B. C......, has paid me the sum
of -------Five----------.dollars, and is entitled to all the
rights and privileges of a Free Miner, from midnight on the..31..day
of .....May....., 1934, until midnight on the thirty-
first day of May, 1935.

Issued at.....Lillooet.....

.....T. R. Williams.....
Signature of Officer issuing name.
Dep. M. R.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 94615 B

Date May 31, 1934.

Province British Columbia.

Agency Lytton.

Date July 18, 1934.

To whom it may concern:

Permission is hereby given to G. Fred Baird

of the town of Lillooet

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1.

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

18153-C-4/1

Lytton, B. C.,

July 18, 1934.

Sir:-

I herewith beg to enclose cheque for $5.00 from G. Fred Baird, for a permit to prospect on Bridge River Indian Reserve No. 1, together with a copy of his free Miner's certificate and one of the permit issued.

Please credit the band funds of the Bridge River Band with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9774

Amt. $5.15 chq
15 bc
5.00

Date JUL 23 1930 19

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. 27 Folio 373

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

18998-C-4/1

Mining Permit
B.R.#1 B.C.
13165-60

Lytton, B. C.,
July 10, 1934.

Sir:-

I herewith beg to enclose cheque No. 402 amounting to $25.00 being interest on $3000.00 bond placed on Frank Michell property on Bridge River I.R.No.1, up to the 17th of August, 1934.

Please credit the account of Frank Michell.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

1. Ins

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

~~89465~~
18165-60

BANK RECEIPT No. 5138

Amt. $25.00 Clg

DEPT. OF INDIAN AFFAIRS
JUL 14 1904
RECORDS

Date ..... 19..

Entered Journal No. 27 Folio 373

Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B.C., July 10, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* interest on bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of*

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
ining Per-it B.R. 1 B. C.	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

SUPERVISOR JUL 31 1934 Indian Timber Lands

Certified Correct,

J. Shang

Indian Agent.

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract
and that no item in this account has been previously [illegible] for payment.
I therefore recommend payment.

Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B.C., July 10, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00 interest on bond *to be paid them as hereinafter specified, being* ~~[illegible]~~ *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of*

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
Mining Permit B.R. #1 B. C.	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

SUPERVISOR JUL 31 19 Indian Timber Lands

Certified Correct,

A. Shang

Indian Agent.

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.
Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B.C., July 10, 1934.

REQUIRED for the undermentioned, the sum of $ 25.00 interest on bond *to be paid them as hereinafter specified, being* ~~rent~~ *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of*

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
Mining Permit B.R. #1 B. C.	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

SUPERVISOR
JUL 31 1934
Indian Timber Lands

Paid on requisition
Ch 12323

Certified Correct,
A. Shang
Indian Agent.

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.
Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

18099-C-4/1

Mining Permit
B.R.#1 B.C.
13165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

July 10, 1934.

Sir:-

I herewith beg to enclose Form No. 51, money required for Frank Michell, $25.00 interest on bond placed on his property on Bridge River I.R.No.1, by Lower Bridge River Placers Ltd.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

1. Mr Caldwell
For O.K.

2. [illegible] as requested
For Payment

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Representative of the Treasury,
AUG 1 1934
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
15M—24-1-34

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.

FYLE NO. 18165-60

TREAS. NO.

DEPARTMENT: Indian Affairs

BRANCH: Lands & Timber DATE: August 8th.1934.

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE NO.	IN FAVOUR OF	AMOUNT
	Frank Michell c/o Indian Agent,A.Strang Lytton. B.C.	$25.00

12323
Aug 10/34.

(3)

STATE BELOW WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT.

Refund of interest paid on bond given by Lower Bridge River Placers as rental for Indian location on Bridge River Reserve.

July payment due Indian Frank Michell.

CHARGE TO
VOTE 4c 377 pay ENC. NO.
ALLOTMENT
SUB-ALLOTMENT

I CERTIFY THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

TREASURY OFFICE APPROVAL

for DEPUTY HEAD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FORM 9F 265-REV. 10-52

18165-60

THE ROYAL BANK OF CANADA

Robson St., VANCOUVER, B.C.

(BRANCH)

ITEM (S) RETURNED TO

Bank of Montreal

Ottawa

REASON

not properly endorsed

(DO NOT USE ABBREVIATIONS UNLESS WELL KNOWN)

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60 Vol. 11

Ottawa, August 13th, 1934.

Sir,-

I beg to advise you that the Royal Bank of Canada, Vancouver, B. C., refuses to accept the endorsation on Mr. Baird's cheque submitted by you on July 18th last. This cheque is drawn in favour of "E. Strang" and should be endorsed accordingly, but as it was intended for you your signature should appear thereunder. The cheque is returned herewith and when properly endorsed should be remitted to the Department under covering letter. Your prompt attention is desired.

Encl.

Yours faithfully,

B. C. Donnelly.
For Representative of the Treasury.

A. Strang, Esq.,
Indian Agent,
Lytton, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

18375-C-4/1

18165-60
Vol.11

Lytton, B. C.,
Aug. 20, 1934.

Sir:-

I herewith beg to acknowledge receipt of your letter dated August 13th, returning cheque for $5.15, which should have been endorsed "E. Strang" instead of "A. Strang".

I am now returning this endorsed correctly, which I intended to do in the first place, and cannot understand how I came to write "A. Strang". Must have been force of habit I suppose. Regretting this error,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

B. C. Donnelly, Esq.,
For Rep. of the Treasury,
Dept. of Indian Affairs,
Ottawa, Ont.

AS/MD

cheque endorsed
Bank 24/8/34

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $5.15 chg

DEPT. OF INDIAN AFFAIRS
AUG 24 1934
RECORDS

Date 19

Entered Journal No. Folio

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
Lytton, B. C.

Mining Permit
B.R.#1. B.C.
18165-60.

Sept, 28th, 1934.

Sir:-

I herewith beg to enclose cheques Nos, 409, and 417., amounting to $50.00., being interest on $3000.00., bond, placed on Frank Michell property on Bridge River I.R.#1. Two months interest, to October 17/34.

Please credit the account of Frank Michell. Trusting this will be found in order.

I have the honour to be,
Sir,
Your obedient servant,

(A.Strang)
Indian Agent.

The secretary,
Department of Indian Affairs,
Ottawa, Ont.

OCT 10 1934

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 4824

Amt. $25.00 2 chqs
25.00

DEPT. OF INDIAN AFFAIRS
OCT 2 1934
RECEIVED

R

Date ..... 19 .....

Entered Journal No. 28 Folio 4

377 Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C. Sept, 28th, 1934.

REQUIRED for the undermentioned, the sum of $ 50.00 *to be paid them as hereinafter specified, being* ~~rent received~~ interest on bond *for leased land on the* Bridge River I.R. No.1. *Indian Reserve, for the month of*.....

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
B.R.#1.B.C. File No. 18165-60.	Lower Bridge River Placers Ltd.	Frank Michell	50	00			50	00

19876

OCT 15 1934

SUPERVISOR OF Indian Timber Lands

ck 19876

Certified Correct,

A. Strong

Agent.

LANDS AND TIMBER BRANCH

I certify that the charges in this account are according to authorisation by.

Regulations

and that no item in this account has been previously certified by me for payment.

I therefore recommend payment

Director.

TRUST FUND

VOUCHER No. 377

Received or Services Performed.

Prices Fair and Just.

Approved for Payment.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT
Lytton, B. C.

Mining Permit,
B.R.#1. B.C.
18165-60

Sept, 28, 1934.

Sir:-

I herewith beg to enclose Form NO. 51., money required for Frank Michell. $50.00, two months interest on $3000.00 bond placed on his property on Bridge River I.R.No.1., by the Lower Bridge River Placers Ltd.

Trusting this will be found in order.

I have the honour to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

1. For OK

2. For Payment

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 98845 D Not Transferable.

THIS IS TO CERTIFY that.....C..J..Parker.....
of .....Lillooet,..B..C.....has paid me the sum
of .....Five..... dollars, and is entitled to all the rights and
privileges of a Free Miner, from midnight on the ....31st..... day
of.....May....., 1934, until midnight on the thirty-first
day of May, 1935.

Issued at.....Lillooet.....

.....T. R. Williams.....
Signature of Officer issuing same.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 98845 D

Date May 31 1934

Province B.C.

Agency Lytton

Date Oct. 30 1934

To whom it may concern:

Permission is hereby given to C.J. Parker

of the Town of Lillooet

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River Indian Reserve No.1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

C. Shang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton B.C.

Oct. 30 1934

Sir:

Enclosed herewith please find copy of Prospectors Permit issued to C.J. Parker together with fee of five dollars($5.00) and a certified copy of applicants free Miner's License No. 98845 D.

Please credit the funds of the Bridge River Band No.1.

Trusting that these will be found in order.

I have the honor to be

Sir

Your obedient servant

A. Strang

A. Strang
Indian Agent

The Secretary
Department of Indian Affairs
Ottawa
Ont.

AS/JC

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 7521

Amt. $5.00 chq

DEPT. OF INDIAN AFFAIRS
NOV 6 1964

R

Date _____ 19.

Entered Journal No. 28 Folio 34

377

Dept. Receipt No. _____

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

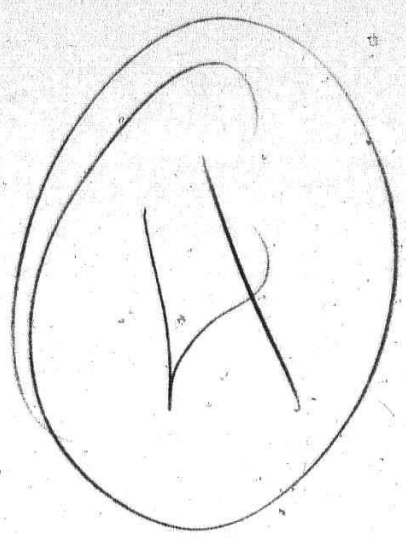
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

25.00

Bridge River No.1

October

B.R. No.1 18165-60	Lower Bridge River Placers Ltd. Frank Michell	25 00	25 00



Certified correct

A Shang

Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

.....

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* October

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
B.R. No.1 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

AUDITED FOR PAYMENT
NOV 19 1934
ACCOUNTS BRANCH
DEPT. INDIAN AFFAIRS

SUPERVISOR
NOV 19 1934
Indian Timber Lands

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by
Contract Agreement
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment
Director.

Certified correct

Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Mining Permit
B.R. #1. B.C.
18165-60

Lytton B.C.

Oct. 31 1934

Sir:

I herewith beg to enclose Form No. 51., money required for Frank Michell. $25.00 one month's interest on $3000.00 bond placed on his property on Bridge River Indian Reserve No.1., by the Lower Bridge River Placers Ltd.

Trusting this will be found in order.

I have the honor to be

Sir

Your obedient servant

A. Strang

A. Strang
Indian Agent

The Secretary
Department of Indian Affairs
Ottawa
Ont.

AS/JC

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton B.C.

Oct. 31 1934

Sir:

I herewith beg to enclose cheque No. 425 amounting to $25.00 being interest on $3000.00 bond placed on Frank Michell's property on Bridge River Indian Reserve No.1. One month's interest to November 17, 1934.

Please credit the account of Frank Michell. Trusting this will be found in order.

1. Mr Caldwell
For O.K.

2. Cheque
For refund

I have the honor to be

Sir

Your obedient Servant

A. Strang

A. Strang
Indian Agent

The Secretary
Department of Indian Affairs
Ottawa
Ont.

AS/JC

Representative of the Treasury,
NOV 16 1934
INDIAN AFFAIRS.

Representative of the Treasury,
NOV 13 1934
INDIAN AFFAIRS.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 7521

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
NOV 6 1934
RECORDS

Date 19.

Entered Journal No. XI 28 Folio 23 9 8

Dept. Receipt No.

377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* October

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
B.R. No.1 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

SUPERVISOR
NOV 19 1934
Indian Timber Lands

AUDITED FOR PAYMENT
NOV 19 1934
ACCOUNTS BRANCH
DEPT. INDIAN AFFAIRS

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract agreement
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.
Director.

Certified correct
A. Shang
Indian Agent

EXAMINED and found correct.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

.....

REQUIRED for the undermentioned, the sum of $ 25.00 .....

to be paid them as hereinafter specified, being rent received for leased land on the Bridge River No.1 B.X.U. *Indian Reserve, for the month of* October

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
B.R. No.1 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

AUDITED FOR PAYMENT
NOV 19 1934
ACCOUNTS BRANCH
DEPT. INDIAN AFFAIRS

SUPERVISOR
NOV 20 1934
Indian Timber Lands

yc 377

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract Agreement
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.
Director.

Certified correct

R. Strang

Indian Agent

EXAMINED and found correct.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton B.C.

Dec. 1 1934

Sir:

I herewith beg to enclose cheque $432 amounting to $25.00 being interest on $3000.00 bond placed on Frank Michell's property on Bridge River Indian Reserve #1. One month's interest to December 17/34.

Please credit the account of Frank Michell.

Trusting this will be found in order.

I have the honor to be

Sir

Your obedient servant

A. Strang

A. Strang
Indian Agent

The Secretary
Department of Indian Affairs
Ottawa
Ont.

AS/JC

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 9723

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
DEC 5 1934
RECORD

Date _____ 19 ____

Entered Journal No. 21 Folio 40

Dept. Receipt No. 377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton B.C.

REQUIRED for the undermentioned, the sum of $ 75.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River I.R. #1 *Indian Reserve, for the month of* Dec., Jan, Feb.,

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
	Lower Bridge River Placers Ltd.	Frank Michell	75	00			75	00

SUPERVISOR MAR 27 1935 Indian Timber Lands

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by Contract Agreement
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.

Certified correct, March 15, 1935

A. Strang

A. Strang
Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton B.C.

REQUIRED for the undermentioned, the sum of $ 75.00

to be paid them as hereinafter specified, being rent received for leased land on

the Bridge River I.R. #1 Indian Reserve, for the months

of Dec., Jan., Feb.,

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	cts.	Amount to be Retained $	cts.	Amount to be Returned $	cts.
	Lower Bridge River Placers Ltd.	Frank Michell	75	00			75	00

SUPERVISOR
MAR 20 1935
Indian Timber Lands

337 pay

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract Agreement
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment
Director

Certified correct, March 15, 1935

A. Strang
Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $25.00 3 chqs
25.00
25.00

DEPT. OF INDIAN AFFAIRS
MAR 19 1935
RECORDS

Date 19

Entered Journal No. XII

Folio 19

Refund to Michel Jan. Feb

Dept. Receipt No. 377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. March 25th.1935.

Sir:-

In your letter of Dec.1st.last enclosing cheque for the sum of $25.00 representing November interest on bond of $3000,(Power Bride River Placers) you apparently omitted to enclose also requisition in triplicate asking for refund of this amount to FrankMichell,although you have recently sent in a requisition in duplicate,asking for refund of three months interest (Dec.Jan.Feb.).

Kindly forward the necessary requisition for refund of $25 for the month of November,and the Department will then forward refund for the four months.

Yours very truly,

A. F. MacKenzie.

Secretary.
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton B.C. March 29 1935

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being rent received for leased land on the Bridge River No. 1 *Indian Reserve, for the month of* November (1934)

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
	Lower Bridge River Placers	Frank Michell	25	00			25	00

SUPERVISOR
APR 4 1935
Indian Affairs Lands

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.
Contract agreement
and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.

Certified correct

A. Strang

A. Strang
Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton B.C. March 29 1935

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being rent received for leased land on the Bridge River No. 1 *Indian Reserve, for the month of* November (1934)

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
	Lower Bridge River Placers	Frank Michell	25	00			25	00

SUPERVISOR APR 1935 Indian Timber Lands

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorization by Contract agreement and that no item in this account has been previously claimed by me for payment.
I therefore recommend payment.

Certified correct

A. Strang

A. Strang
Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton B.C. March 29 1935

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* November (1934)

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
	Lower Bridge River Placers	Frank Michell	25	00			25	00

SUPERVISOR APPROVALS Indian Lands

Lease agreement

I certify that the amount of this account is correct and that no item in this account has been previously claimed by me for payment.
I therefore recommend payment.

Certified correct

A. Strang

A. Strang
Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

19206

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
APR 2 1935

Lytton B.C.

March 29 1935

Sir:

With reference to Department Letter No. 18165-60 dated March 25, 1935 herewith please find enclosed requisition for refund of $25.00 , interest on bond sent in November, for Frank Michell.

I have the honor to be

Sir

Your obedient servant

A. Strang

A. Strang
Indian Agent

The Secretary
Department of Indian Affairs
Ottawa
Ont.

ENC

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
15M—24-1-34

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.

FYLE NO. 18165-60

TREAS. NO.

DEPARTMENT Indian Affairs

BRANCH Lands & Timber DATE April 4th.1935.

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE No.	IN FAVOUR OF	AMOUNT
	Frank Michel (Indian) 225 dated APR 8 1935 c/o A.Strang Esq. Indian Agent Lytton. B.C. Sent April 16/35 Refund of monthly ~~$~~ interest on compensation bond of $3000.paid by Lower Bridge River Placers Ltd. as follows:- (3) November.1934.....$25.00 December " " ..... $25.00 January 1935..... $25.00 February " " ..... $25.00 $100~~$~~	$ 100.00

STATE BELOW WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS. (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT

AUDITED FOR PAYMENT APR 6 1935 ACCOUNTS BRANCH DEPT. INDIAN AFFAIRS

CHARGE TO
VOTE 9c 377 ENC. NO.
ALLOTMENT
SUB-ALLOTMENT

I CERTIFY THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

Representative of the Treasury APR 5 1935 INDIAN AFFAIRS

HEAD OF BRANCH

TREASURY OFFICE APPROVAL

DEPUTY HEAD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Copy of Free Miners Certificate.

No. 93249. D. Not transferable.

This is to certify that W.T. Squelch of Vancouver B.C. has paid me the sum of Four dollars and seventy five cents $4.75, and is entitled to all the rights and priveleges of a free miner from Mid-night on the 29th day of June 1934 until midnight on the 31st day of May 1935.

Issued at Vancouver. B.C.
30th June 1934.

(sd) R.A. Burgoyne
Signature of issuing Officer.

INDIAN OFFICE
MAY 17 1935

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 93249 B.

Date June 30, 1934.

Province B. C.

Agency Lytton,

Date May 21, 1935.

To whom it may concern:

Permission is hereby given to W. T. Squelch

of the city of Vancouver,

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Strang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

19418-C-4

Lytton, B. C.,
May 21st, 1935.

Dear Sir:-

I herewith beg to enclose cheque No. 02261, amounting to $5.00 for permit to prospect on Bridge River Indian Reserve No. 1, together with Free Miners' Certificate from W. T. Squelch.

Please credit band funds of the Bridge River Band.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

Encl. 3.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $5.00 chq

Date DEPT. OF INDIAN AFFAIRS MAY 1955 RECORD 19

Entered Journal XVII Folio 53

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 5th, 1935.

REQUIRED for the undermentioned, the sum of $75.00 *to be paid them as hereinafter specified, being* interest on bond received *for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* June, 1935.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
MiningPermit			$	cts.	$	cts.	$	cts.
B.R.#1 B.C.	Lower Bridge River Placers Limited	Frank Michell	75	00			75	00

Certified Correct,
A. Strang
(A. Strang)
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 5th, 1935.

REQUIRED for the undermentioned, the sum of $ 75.00 *to be paid them as hereinafter specified, being* interest on bond ~~rent~~ *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* June, 1935.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
MiningPermit B.R.#1 B.C.	Lower Bridge River Placers Limited	Frank Michell	75	00			75	00

Certified Correct,

A. Strang

(A .Strang)
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

19482-C-4/1

Mining Permit
B.R.No.1 B.C.
18165-60

OFFICE OF
INDIAN AGENT

Lytto n, B. C.,

June 5th, 1935.

Sir:-

I herewith beg to enclose Form 51, for the return of $75.00 to Frank Michell, this money having been sent in by the Lower Bridge River Placers Limited, as interest on the $3000.00 bond placed on Michell's land on Bridge River Indian Reserve No. 1.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

19481-C-4/1

Lytto n, B. C.,

June 5th, 1935.

Re Dept. File No. 18165-60
Mining Permit B.R.No.1 B.C.

Sir:-

I herewith beg to enclose cheques numbered 465, 470 and 479 amounting to $25.00 each, total $75.00, being interest on $3000.00 placed on the property of Frank Michell, Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited, for the period from March 17th, to June 17th, which please place to the credit of Frank Michell.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Encl. 3.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $25.00 3 chgs
25.00
25.00

DEPT. OF INDIAN AFFAIRS
JUN 12 1935
RECORDS

Date 19

Entered Journal No. XIV Folio 62

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

19604-C-4/1

Mining Permit
B.R.No.1 B.C.
18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

June 28, 1935.

JUL 2 1935
RECORDS

Sir:-

The Bridge River Placers Limited has written asking to have Mining Permit B.R.No.1 B.C., on Bridge River Indian Reserve No. 1, renewed. They are prepared to pay the same rental amounting to $103.00 as before.

Part of this permit is on Frank Michell's personal property.

I will be much obliged if the Department will let me have an early reply to this request, as the rental is due July 1st, 1935.

I have the honor to be,
Sir,
Your obedient servant,

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. July 17th.1935.

Sir:-

With reference to your letter of the 25th.ult.reporting that Bridge River Placers desire to renew Mining Permit No.1 B.C.on the Bridge River Reserve,I have to state that if they will duly pay the current rental of $103.00,a renewal endorsation will be made on their original permit.

Yours very truly,

A. F. MacKenzie

Secretary
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 6824 E

Date May 29th, 1935.

Province B. C.

Agency Lytton.

Date July 9th, 1935.

To whom it may concern:

Permission is hereby given to George L. MacInnes

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River I. R.

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Chang

Indian Agent

Form No. 96

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA
FREE MINER'S CERTIFICATE

No. 6824 E Not Transferable.

THIS IS TO CERTIFY that Geo. L. MacInnes of Vancouver, B. C. has paid me the sum of Five xx/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31st day of May, 1935, until midnight on the thirty-first day of May, 1936.

Issued at Vancouver, May 29, 1935.

(Signed) R. A. Burgoyne

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

19667-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

July 9th, 1935.

Sir:-

I herewith beg to enclose $5.00, cheque No. 1092, from George L. MacInnes, of Vancouver, B. C., for a permit to prospect on Bridge River Indian Reserve No. 1.

Please credit the funds of the Bridge River Band with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Encl. 4.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. 3084

Amt. $5.00 cbg

DEPT. OF INDIAN AFFAIRS
JUL 23 1960
RECORDS

Date ..... 19..

Entered Journal No. MSF XIV Folio 74

377

Dept. Receipt No. .....

CB 74

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., July 17, 1935.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* int. *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* July, 1935.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
Mining Permit B.R.#1 B.C. 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

SUPERVISOR
JUL 25 1935
Indian Timber Lands

Certified Correct,

A. Strang

(A. Strang)
Indian Agent.

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by.

.....

and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.

.....
Director.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., July 17, 1935.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* int. *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* July, 1935.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
Mining Permit B.R.#1 B.C. 18165-60	Lower Bridge River Placers Ltd.	Frank Michell	25	00			25	00

Certified Correct,

A. Strang

(A. Strang)
Indian Agent.

SUPERVISOR
JUL 25 1935
Indian Timber Lands

LANDS AND TIMBER BRANCH
I certify that the charges in this account are according to authorisation by,

.....

and that no item in this account has been previously certified by me for payment.
I therefore recommend payment.

.....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

19683-C-4/1

Mining Permit
B.R.#1B.C.

18165-60

OFFICE OF
INDIAN AGENT
Lytton, B. C.,

July 17, 1935.

DEPT. OF INDIAN AFFAIRS
JUL 22 1935
RECORDS

Sir:-

I herewith beg to enclose Form No. 51, Money required for Frank Michell, Bridge River Band, being interest on bond on his property for June 17th to July 17th, 1935, from the Lower Bridge River Placers Limited.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Encl. 1.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
15M—24-1-34

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.....

FYLE NO. 18165-60

TREAS. NO.....

DEPARTMENT Indian Affairs

BRANCH Lands & Timber DATE July 26th.1935.

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE NO.	IN FAVOUR OF		AMOUNT
	Frank Michel (Indian) c/o A.Strang Esq. Indian Agent Lytton. B.C. Refund of monthly interest on compensation bond of $3000 given by Lower Bridge River Placers Ltd as follows:- March 1935.....$25.00 April " .....$25.00 May " .....$25.00 June " $25.00	$100.00	$100.00

(3)

STATE BELOW WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT

AUDITED FOR PAYMENT
JUL 29 1935
ACCOUNTS BRANCH
DEPT. INDIAN AFFAIRS

CHARGE TO
VOTE A/c 377 ENC. NO.....
ALLOTMENT.....
SUB-ALLOTMENT.....

I CERTIFY THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

TREASURY OFFICE APPROVAL

DEPUTY HEAD
Acting

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

FORM 6124

CLASS OF SERVICE	SYMBOL
Full-Rate Message	
Day Letter	D
Night Message	N
Night Letter	N

If none of these three sy[illegible] appears after the check (nu[illegible] of words) this is a full [illegible] message. Otherwise its char[illegible] is indicated by the symbol ap[illegible] ing after the check.

C.N.T. 6295
12-28

PRINTED IN CANADA

ORIGINAL OF MESSAGE

Telephoned

TO BE Red Ave

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

RA294 36 COLLECT NL STANDARD TIME 1935 JUL 27 PM 7 2

LYTTON BC 27

316

DEPT. OF INDIAN AFFAIRS
JUL 29 1935
SECONDS

THE SECY

DEPT OF INDIAN AFFAIRS OTTAWA ONT

GEORGE L MACINNES HOLDING PERMIT TO PROSPECT ON BRIDGE RIVER INDIAN RESERVE NO 1 IS APPLYING FOR PERMISSION TO REMOVE FROM THE INDIAN RESERVE TWELVE TONS OF ORE AS A TEST SHIPMENT PLEASE WIRE PERMISSION

A STRANG INDIAN AGENT.

Replied

This is a Collect message and will be charged to your account unless we are notified at once to the contrary.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Form 6102

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

CANADIAN NATIONAL TELEGRAPHS

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

RECEIVER'S NO.	TIME FILED	CHECK

DEPT. OF INDIAN AFFAIRS JUL 29 1935 RECEIVED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

F.18165-60

Ottawa. July 29th.1935.

A.Strang Esq.
Indian Agent
Lytton. B.C.

NIGHT LETTER

Permission may be given George MacInnes to remove twelve tons of ore from Bridge River Reserve for smelting test.STOP. Copy of smelter report on this ore should be sent to the Department.

A.F.MacKenzie.

chg.D.I.A.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

19682-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
July 17, 1935.

Sir:-

I herewith beg to enclose cheque No. 488 amounting to $25.00, from the Bower Bridge River Placers Limited, which is interest on the $3000 bond placed on Frank Michell's property on the Bridge River Indian Reserve No. 1, for a period June 17th to July 17th, 1935.

Please credit the account of Frank Michell.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

Encl. 2.
AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

R

Amt. $25.00 chq

DEPT. OF INDIAN AFFAIRS
JUL 22 1935
RECORDS

Date 19.

Entered Journal No. MSJ XIV Folio 77

377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

RECORD OF MINERAL CLAIM. 10201

Moha No. 9 Mineral Claim

94610 - - - - No. of Certificate

Located by John C. Hartley

By his agent, G. Fred Baird, F. M. C. 94615

The claim is situate Lying east of and contiguous to North Moha Quartz mineral claim about three miles below Antoine Creek on Bridge River Indian Reserve No. 1 on north bank of Bridge River, 1000 feet to the right and 500 feet to the left of the location-line.

The direction of the location-line is westerly.

The length of the claim is 1500 feet.

The claim was located on the 13 day of July, 1934.

Recorded this 14 day of July, 1934.

Certified a true copy.

(Mining Recorder)
(Lillooet, B. C.)

T. B. WILLIAMS
Dep. Mining Recorder.

NOTARIAL CERTIFICATE OF TRUE COPY.

Province of British Columbia, }
To Wit: }

I, Henry J. Bethel, a notary public for the province of British Columbia, by royal authority duly appointed, residing at 413 Granville Street, Vancouver, in the said province, do certify that the paper writing hereto annexed is a true copy of a document produced and shown to me from the custody of Geo. L. MacInnes and purporting to be a Record of Mineral Claim, made by T. B. Williams, Deputy Mining Recorder, Lillooet, B. C., and dated the 14th day of July, 1934, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my notarial form and seal of office to serve and avail as occasion shall or may require.

Henry J. Bethel
A Notary Public in and for the
Province of British Columbia.
5th Sept 35

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BILL OF SALE
OF MINERAL CLAIM

KNOW ALL MEN BY THESE PRESENTS
That
I, John C. Hartley
Broker, Marine Building,
Vancouver, B. C.
Free Miner's Certificate No. 94610 D.
Issued at Lillooet, B. C., May 31st, 1934, for and in consideration of the sum of One ($1.00) ---- Dollars ($1.00) of lawful money of Canada, to me in hand paid, the receipt whereof is hereby acknowledged,

DO BY THESE PRESENTS bargain, sell, assign and transfer unto
Geo. L. MacInnes,
413 Granville Street,
Vancouver, B. C.
Free Miner's Certificate No. 91597 D. issued at Vancouver, B. C., the 26th day of May, 1934, his heirs, Executors, administrators, and assigns, ALL MY right, title and interest in and to Moha No. 9 Mineral Claim
Situated - Lying east of and contiguous to North Maha Quartz Mineral Claim about three miles below Antoine Creek on Bridge River Indian Reserve No. 1 on North bank of Bridge River,
Located the 13th day of July, A. D. 1934,
recorded at Lillooet, B. C.
upon the 14th day of July, A. D. 1934,
and hereby covenant that I have a good title to the mineral claim aforesaid and right to transfer the same.
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of October, A. D. 1934, at Vancouver, B. C.
WITNESS: (Signed)
John F. Ullede John C. Hartley (Seal)

NOTARIAL CERTIFICATE OF TRUE COPY.

Province of British Columbia, }
To Wit: }

I, Henry J. Bethel, a notary public for the province of British Columbia, by royal authority duly appointed, residing at 413 Granville Street, Vancouver, inthe said province, do certify that the paper writing hereto annexed is a true copy of a document produced and shown to me from the custody of Geo. L. MacInnes and purporting to be a Bill of Sale of Mineral Claim, made by John C. Hartley, Broker, Marine Building, Vancouver, B. C., and dated the 26th day of October, 1934, the said copy having been compared by me with the said original document, an act whereof being requested I have granted under my notarial form and seal of office to serve and avail as occasion shall or may require.

Henry J. Bethel
A Notary Public in and for the
Province of British Columbia
5 Sept 35.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

APPLICATION AND AFFIDAVIT OF DISCOVERER OF QUARTZ MINE

I, George Leslie MacInnes, of 413 Granville Street, Vancouver, B. C., hereby apply, under the Indian Mineral Regulations, for a mining location in:-

Bridge River Indian Reserve No. 1

Commencing at a point at or near Traverse Hub 87 thence easterly along the northerly boundary of said Reserve for 20 chains; thence southerly for 20 chains; thence westerly for 20 chains; thence northerly to point of commencement, containing 40 acres more or less

for the purpose of mining for lode gold

And I hereby solemnly swear:-

1. That I have discovered therein a deposit of lode gold.

2. That I am to the best of my knowledge and belief the first discoverer of the said deposit.

3. That I am unaware that the land is other than vacant Indian land.

4. That I did, on the 13th day of July 1934 mark out on the ground, in accordance in every particular with the provisions of subsection (a) of section 4 of the said Mining Regulations, the location for which I make this application, and that in so doing I did not encroach on any mining location previously laid out by any other person.

5. That the said mining location contains, as nearly as I could measure or estimate, an area of Forty acres, and that the description and sketch, of this date, hereto attached, signed by me, sets forth in detail to the best of my knowledge and ability its position, form and dimensions.

6. That I make this application in good faith to acquire the land for the sole purpose of mining to be prosecuted by myself, or by myself and associates, or by my assigns.

SWORN before me at)
Vancouver, B. C.,)
this Fourth day of)
September, 1935.)

Geo. L. MacInnes

A. Barker

A Notary Public in and for the Province of British Columbia.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form P-A 1935

TACOMA SMELTER

AMERICAN SMELTING & REFINING COMPANY

PROVISIONAL SETTLEMENT

FINAL SETTLEMENT DUE ON OR BEFORE Nov. 10, 1935. TACOMA, WASHINGTON August 21, 1935

ACCOUNT OF Geo. L. Mac Innes,
Lillooet, B. C.

MATERIAL Ore

SMELTER LOT 3010 MINE LOT

DATE RECEIVED August 12, 1935.

CAR OR VESSEL COASTER

ENTRY NO. 362-A DATED 8/15/35

GOLD QUOT.	SILVER QUOT.	FOREIGN / DOMESTIC COPPER QUOT.	
DATE	DATE	DATE	DATE
@ PER OZ.	LESS	LESS	LESS

PB.	ZN.	AS.	SB.	CD.	BI.	SN.	FE.	SiO2.	CAO.	S.	CL.

LOT NO.	NO. SACKS	WET WEIGHT	TARE	DRY WEIGHT	ASSAYS AU	AG	CU	Provisional CONTENTS GOLD OZS.	SILVER OZS.	COPPER LBS.
3010		26,580								
		405								
		26,175	0.10	26,149	.25	.07		3.269		

Gold @ $19.00 (advance) $62.11

Base Charge $4.00 $52.30
Customs 2.50 54.80

Geo. L. MacInnes, ... $ 7.31
413 Granville Street,
Vancouver, B. C.

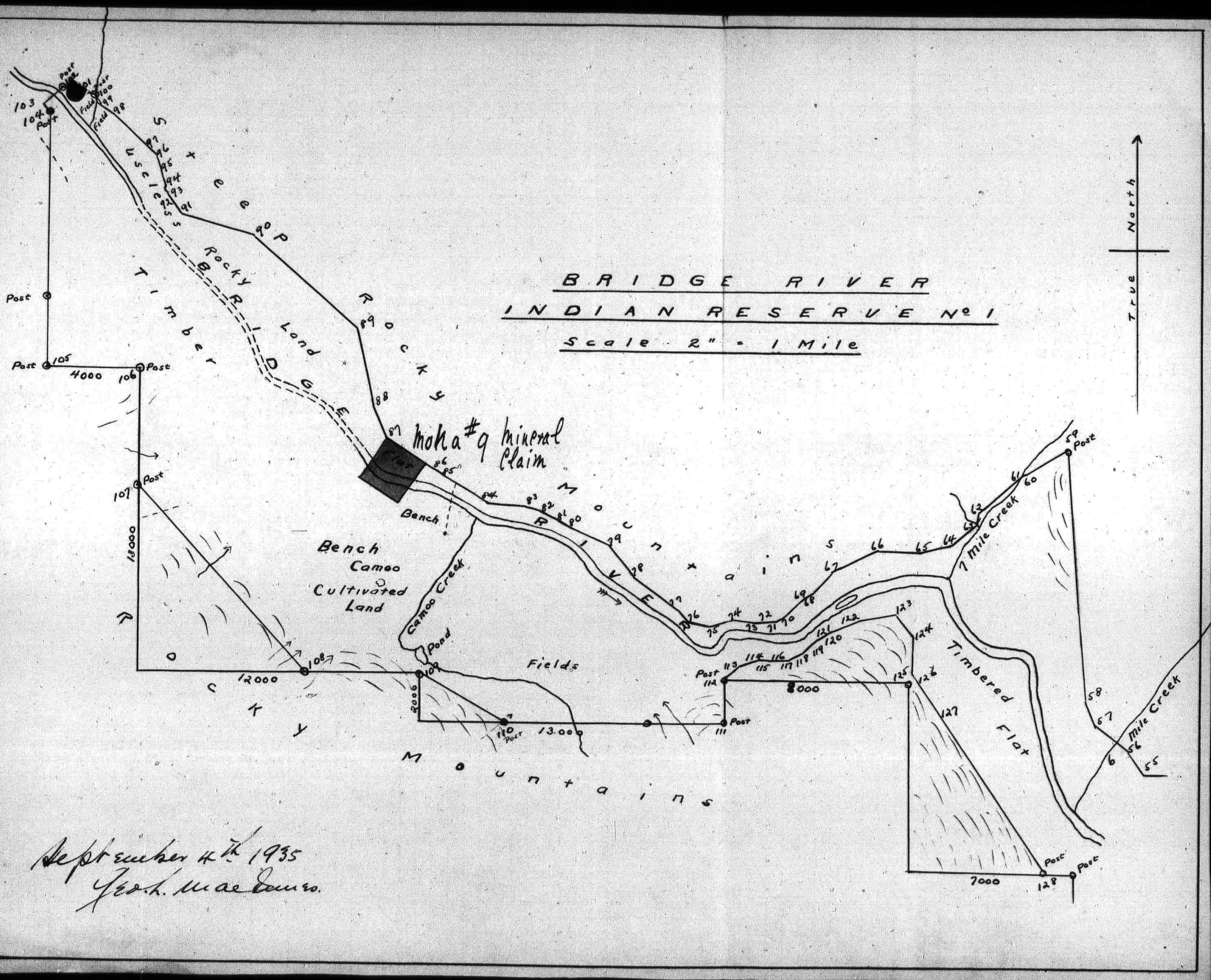
INDIAN OFFICE
SEP 16 1935
LYTTON, B.C.

IMPORTANT: [illegible]

NOTICE: [illegible]

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



September 4th 1935
Geo. L. MacDonald

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

19953-0-4/1

Lytton, B. C.,

Sept. 17,1935.

Sir:-

I herewith beg to enclose cheque No. 1103 amounting to $20.00 rental on a claim situated on Bridge River Indian Reserve No. 1, at 50 cents per acre, from George L. MacInnes, and an application from him for a lease of the surface rights on this claim.

40 acs

I am also enclosing a copy of the assay made on 26,175 lbs. of ore, taken from this claim, by the Tacoma Smelter. The shipping of this amount of ore was authorized by departmental telegram dated July 29th, signed A.F.MacKenzie.

I would like to recommend that a lease be issued for Mr. MacInnes, as the land is not agricultural, being nothing but rock and gravel and good for nothing else.

The $20.00 should be credited to the funds of the Bridge River Band, as the claim is on the general reserve.

Trusting that this will be found in order,

I have the honor to be,

Sir,

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

ENCLOSURE

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $20.00 chq

Date DEPT. OF INDIAN AFFAIRS SEP 23 1959 RECORDS 19.

Entered Journal No. Folio 107

Receipt No. 14064

317

2

4

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN OFFICE
SEP 23 1935
LYTTON, B.C.

British Columbia

FREE MINERS CERTIFICATE

NO 98985 D NOT TRANSFERABLE

This is to certify that PAUL BEARGARD.....
of LILLOOET B.C. has paid me the sum of.....
Five Dollars, and is entitled to all the rights and
privileges of a FREE MINER, from midnight on the
31st day of May 1935, until midnight on the 31st
day of May 1936.

Issued at LILLOOET B.C.

T.B.Williams

Deputy Mining Recorder

Certified a true copy of the Free Miners Certificate
as shown above.

T.B. Williams
Dep. Mining Recorder

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 98965 D

Date May 31, 1935.

Province B. C.

Agency Lytton.

Date September 23, 1935.

To whom it may concern:

Permission is hereby given to Paul Bearguard

of the town of Lillooet

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang

Indian Agent

Form No. 380

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

129970-C-4/1

Lytton, B. C.,

Sept. 23, 1935.

Sir:-

I herewith beg to enclose cheque for $5.00 from Mr. Paul Beargard for a prospector's permit to prospect on the Bridge River Indian Reserve No. 1.

Please credit this amount to the band fund of the Bridge River Band.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $5.00 chq

Date SEP 27 1935 19.

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. XV Folio 163

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. Oct.4th.1935.

Sir:-

With reference to your letter of the 17th.ult.enclosing documents pertaining to the lease of the Moha No.9 Mineral Claim on the Bridge River Reserve No.1 by George Leslie MacInnes,I enclose herewith three copies of Mining Permit No.BR #1 B02 which I would ask you to see that the permittee signs each copy at the place indicated,and return them all to the Department for the signature of the Deputy Superintendent General.

The duplicate and triplicate copies will then be sent you;duplicate for the permittee and the triplicate for your office records.

Yours very truly,

T.R.L. MacInnes

Actg. Secretary.
T.R.L.MacInnes.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPT. OF INDIAN AFFAIRS
OCT 5 1935
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

29015-C-4/1

Mining Permit
B.R.No.1 B.C.

OFFICE OF
INDIAN AGENT
Lytton, B. C.,

Oct. 2nd, 1935.

Sir:-

I herewith beg to enclose Mining Permit B.R.No.1 B. C. in duplicate to have it endorsed for renewal for the year ending July 1st, 1935.

This is according to departmental letter 18165-60 dated July 17th, 1 935.

Trusting to have these two copies returned at an early date,

Your obedient servant,

(A. Strang)
Indian Agent.

1935-36
Rental 103
not yet paid

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

19987-C-4/1

Lytton, B. C.,

Sept. 26, 1935.

Sir:-

I herewith beg to enclose Bank Money Order No. D 95890 for $10.00 from a Mr. W. T. Squelch, as rental for surface rights on a claim belonging to Frank Michell situated nearly opposite Antoine Creek on Bridge River Indian Reserve No. 1. This $10.00 is at the rate of 50 cents per acre for the surface rights on twenty acres. The claim is larger than that, but there is only ten acres or less, that can worked, owing to the fact that, that is all the land, that they can get water onto.

I am also enclosing Frank Michell's lease from the Provincial Government, as well as an Agreement made between Mr. Squelch and Frank Michell. Mr. Squelch has already paid Frank Michell $100.00 of the first payment in cash, as he did not know that this money was supposed to be sent to Ottawa, when the money was for the Indian concerned and not for the band as a whole. The reason this is to be paid to Frank Michell and not entered into band funds, is that the claim is Frank Michell's own discovery, and all that should be credited to the Bridge River Band Fund is the $10.00 rental. This is the same claim that J. A. Paton was negotiating for, see my letter No. 13827-C-4/1 dated March 9, 1933, in reply to the Department's letter No. 18165-60 dated December 1st, which, together with my letters dated October 25, 1932, and November 22, 1932, explains about this claim.

Please credit the fund of the Bridge River Band with $10.00. Also please return the Provincial Lease, when you have noted contents, as a copy of this was sent you with my letter dated the 9th of March, 1933.

I would like to recommend that Mr. Squelch be allowed a lease to cover about ten acres of this claim for the surface rights, as soon as possible.

ENCLOSURE

Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $10.00

Cly.

Date OCT 1 1935 19.

DEPT. OF INDIAN AFFAIRS

Entered Journal No. MSF XV

Folio 182

377

~~Dept.~~ Receipt No. 14066

4

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

CANADA

DEPARTMENT OF
PENSIONS AND NATIONAL HEALTH

DEPT. OF INDIAN AFFAIRS
OCT 12 1935
RECORDS

IN YOUR REPLY REFER TO FILE NO.

Daly Bldg.
Ottawa, Oct. 11, 1935.

R

The Deputy Minister,
Dep't of Indian Affairs,
OTTAWA.

Dear Sir:

I am in receipt of a letter from Mr. Geo. L. MacInnes, 413 Granville Street, Vancouver, from which I quote the following, viz:

"I have been prospecting on the Bridge River Indian Reserve No. 1 for about three years now, and have considerable work accomplished. This summer we turned the corner, and now require a further and better title from the Indian Department. Consequently I applied for a lease of 40 acres of surface rights to cover the ground occupied for camp site and mine operations. We got our right to the mineral from the Province, which is all in good standing. We have complied with the requirements under the Indian Act and Regulations, to the approval of the Indian Agent, Alex. Strang at Lytton, and he has forwarded my application, together with the rental fees in advance to the Department with his recommendation that it be granted. This was mailed about Sept. 20th, and so far I have heard nothing. Would it be too much trouble to ask you to locate whoever it is in the Indian office who has this in hand, and try and induce him to put this application on the top of his basket for immediate attention? If I had a wire that it was authorized to be issued I could complete the purchase of the equipment I want to send in and get on with the installation of it before the snow comes. I could then wait for the formal documents to follow in due course, which I know will take time. This means a lot to me, as I have spent a lot of money.... Winter operations are the most feasible when the river is low for a good part of my early work, but I do want to get my equipment in place <u>before the snow comes</u>. I have no doubt some Indian has written in to Ottawa objecting on the usual grounds of cussedness and cupidity, but I know of no valid objections, as the Act and Regulations provide for this, and I have complied with them. I

P & N.H. 1-80M-12-34 REQ 659

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF
PENSIONS AND NATIONAL HEALTH

IN YOUR REPLY REFER TO FILE NO.

I would certainly appreciate the earliest possible issuance of the lease, and wish to thank you now for any trouble you may take."

Thanking you for the favour of a prompt reply, so that I may wire Mr. MacInnes how the matter presently stands, I am,

Yours very truly,

G. Heidman,

P & N.H. 1 50M-12-34 REQ 859

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18165-60.

Ottawa, October 12, 1935.

Dear Mr. Heidman,-

I have just now received your letter of yesterday's date, in which you quote extract from one addressed to you by Mr. Geo. L. MacInnes, of 413 Granville St., Vancouver, on the subject of prospecting rights on the Bridge River Indian Reserve No. 1, Lytton Agency.

I find on consulting our records in connection with this matter that the necessary mining permits were forwarded to our local Agent, Mr. A. Strang, of Lytton, on the 4th instant, with instructions to send them to Mr. MacInnes for signature, and subsequently to return them here for final execution. I have no doubt that in the meantime Mr. MacInnes has received these Permits on the basis of which he will, of course, be enabled to proceed with his mining operations.

Yours very truly,

H. Lowman

Deputy Superintendent General.

G. Heidman, Esq.,
Department of Pensions & National Health,
O t t a w a.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FIXD.

18165-60

Ottawa. Oct.15th. 1935.

Sir:-

In reply to your letter of the 2nd.inst.recommending renewal of Mining Permit B.R. No.1 BC.(Lower Bridge River Placers) I must draw your attention to the fact that the current rental of $103.00 has not yet been paid,and until this is received,the renewal must be held in abeyance.

Yours very truly,

T.R.L. MacInnes

Actg.Secretary.
T.R.L.MacInnes.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
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CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

20074-C-4/1

Lytton, B. C.,
Oct. 15, 1935.

Re Mining Permit No. BR#1 BC2

DEPT. OF INDIAN AFFAIRS
OCT 19 1935
RECORDS

Sir:-

I herewith beg to enclose Mining Permit No. BR #1 BC2, in triplicate, which has been duly signed and witnessed so far as Mr. George Leslie MacInnes is concerned, for the signature of the Deputy Superintendent General.

Mr. MacInnes wishes to know if the date January 1st refers to 1935 or 1936, as if it refers to 1935, he will have paid rental for only two months about in this year. We intended the date to be September 1st, 1935.

Trusting to hear from you at an early date in this matter,

Your obedient servant,

A. Strang

ENCLOSURE

(A. Strang)
Indian Agent.

The Scretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Rec'd to

18165-60

Ottawa. Oct.21st.1935.

Sir:-

In reference to your letter of Sept. 26th.last No.19687-C-4/1 regarding the transfer of Frank Michel's bench lease on the Bridge River Reserve known as the "Michele Bench Lease" to Mr.W.T.Squelch I have to state that the Department cannot agree to issue the lease of the surface rights,merely to cover two benches of this lease,with an area of approx.20 acres.

The "Michele Bench Lease" has an area of 72 acres and the Department is prepared to issue a Mining Permit or lease of surface rights covering the whole of the bench lease area,which will entail the payment of an annual rental of $36.00.

The sum of $10.00 has already been paid and it will therefore be necessary for Mr.Squelch to pay an additional amount of $26.00.

Yours very truly,

T.R.L. MacInnes

Actg.Secretary.
T.R.L.MacInnes.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. Oct.23rd.1935.

Sir:-

Please find enclosed herewith duplicate and triplicate copies of Mining Permit No.BR #1 Bc2,leasing the surface rights of the Moha No.9 Mineral claim to Mr.G.Leslie MacInnes.

Kindly forward the duplicate to the permittee,retaining the triplicate for your office records.

The rental of $20.00 already paid covers the period Jan.1st.1936 to Dec.31st.1936.

Yours very truly,

T.R.L. MacInnes

Actg.Secretary.
T.R.L.MacInnes.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
OCT 25 1935
RECORDS

20115-C-4/1 18165-60

Lytton, B. C.,
Oct. 21, 1935.

Sir:-

I herewith beg to acknowledge receipt of departmental letter dated October 15th, stating that the current rental of $103.00 had not yet been paid on Mining Permit B.R. No. 1 B. C. (Lower Bridge River Placers) so that the renewal of this permit must be held in abeyance.

This is not understood, as on August 6th, I forwarded to the Department Cheque No. 491 amounting to $128.00 enclosed with my letter No. 19782, together with Receipt No. 14075 dated August 6th, which explained that this cheque was to cover the rental for year ending July 1, 1936, and $25.00 interest on the $3000.00 bond placed on Frank Michell's ranch, for the month ending August 17th, 1935.

This was in reply to departmental letter dated the 17th of July, 1935, saying that the permit would be renewed on receipt of the current rental.

Trusting that the Department will locate this cheque No. 491 for $128.00 and have the permit renewed at an early date, as the Lower Bridge River Placers Limited people are anxious to get the renewal right away,

I have the honor to be,
Sir,
Your obedient servant,

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

on file 89-65

Renewal Endorsation
Rec'd 26-10

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

20277-C-4/1 18165-60

Lytton, B. C.,
Nov. 19, 1935.

Dear Sir:-

I herewith beg to acknowledge receipt of departmental letter dated October 21st, in regard to the "Michell Bench Lease", belonging to Frank Michell on Bridge River Indian Reserve No. 1. Mr J. T. Squelch is leasing the surface rights, but only wanted about 20 acres of the lease, of 72 acres. As the Department states that this cannot be allowed I am now enclosing a Bank Money Order for $26.00, being the balance of the rental for these surface rights.

This $26.00 and $10.00 already paid should be credited to the fund of the Bridge River Band.

I will be much obliged if the Department will let me know if I am required to forward the $300.00 which Mr. Squelch is paying Frank Michell for his claim, to you, or direct to him.

Your obedient servant,

A. Strang

ENCLOSURE

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. R

Amt. $26.00 Bus.,

DEPT. OF INDIAN AFFAIRS
NOV 29 1935
RECORDS

Date 19

Entered Journal No. 2nd Sy XY Folio 135'

Loan Acct 377

~~Dept.~~ Receipt No. 14076

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. Nov.28th.1935.

Sir:-

With reference to your letter of the 19th.inst.regarding "Michele Bench Lease",I enclose herewith Mining Permit in triplicate to authorise Mr. Mr.W.T.Squelch to use the surface rights comprised in the aforesaid bench lease,and would ask you to kindly see that Mr.Squelch signs each copy and then return them all here for the signature of the Deputy Superintendent General.

Any compensation which Mr.Squelch choses to pay Frank Michele for his discovery,is a matter between the two parties concerned,and the Band are interested only in the surface rights,and the province,in the ownership of the precious metals.

It would be advisable however for you to see that the Indian is fairly treated,and full payment be made to him for his discovery,before issue of the surface rights permit.

Yours very truly,

Secretary.
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

20391-C-4/1

18165-60

Lytton, B. C.,
Dec. 9th, 1935.

Re Mining Permit No. B.R.No.1 B.C.3.

Sir:-

I herewith beg to acknowledge receipt of your letter dated November 28th, enclosing Mining Permit No. B.R.No.1 B.C.3, for signature of W.T.Squelch.

I am now returning the Mining Permit in triplicate duly signed and witnessed as required.

Frank Michell has received the $400.00 from Mr. Squelch that he agreed to pay him. It is therefore in order to issue the surface rights permit to him.

I have the honor to be,
Sir,
Your obedient servant,

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Ottawa. Dec.16th.1935.

Sir:-

I enclose herewith duplicate and triplicate copies of Mining Permit BR No.1 BC3 authorising Mr. W.T.Squeloh to hold the surface rights for mining purposes of a certain portion of the Bridge River Reserve, comprising 72 acres, also known as "Michele Bench Lease".

Kindly forward the duplicate copy to Mr.Squeloh and retain the triplicate in your office for record purposes.

Yours very truly,

A. F. MacKenzie

Secretary.
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
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CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 98961 D.

Date May 31st, 1935.

Province British Columbia.

Agency Lytton.

Date March 12th, 1936.

To whom it may concern:

Permission is hereby given to Gus Strom

of the town of Lillooet

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Sliang

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy/

British Columbia.
XXXXXXXXXXXXXXX

FREE MINERS CERTIFICATE.

No. 98961 D Not transferable.

This is to certify that GUS STROM of Lillooet B.C. has paid me the sum of FIVE DOLLARS ($5. 00) and is entitled to all the rights and priveleges of a free miner from midnight on the 31st day of May 1935 until midnight on the thirtyfirst day of May 1936.

Issued at Lillooet. (Signed) T.B. Williams.
Deputy Mining Recorder.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

20998-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

March 12, 1936.

R

Sir:-

I herewith beg to enclose cheque No. 1576 amounting to $5.00 from Gus Strom for a permit to prospect on Bridge River Indian Reserve No.1, together with copy of his free miner's certificate and of the permit.

Please credit the funds of the Bridge River Band with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

ENCLOSURE

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $5.00 Chq

Date MAR 18 1936 ,19

DEPT. OF INDIAN AFFAIRS RECORD

Entered Journal No. MS Exvi Folio 187

EX'D.

Laffles Ackes 377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., April 22, 1936.

REQUIRED for the undermentioned, the sum of $ 25.00 bond on int ~~xxxx~~ *to be paid them as hereinafter specified, being ~~rent~~ received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* April, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R.L B. C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

CERTIFIED CORRECT.

Alfred H. Barbey

INDIAN AGENT.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., April 22, 1936.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~rent~~ int *received* bond on *for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* April, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R.1 B. C.	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

CERTIFIED CORRECT,

Alfred H. Barbrey

INDIAN AGENT.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

21237-C-4/1

Mining Permit
B.R.No.1 B.C.

Lytton, B. C.,
April 22,1936.

Sir:-

I herewith beg to enclose Form No. 51, for money required for Frank Michell amounting to $25.00, it being the interest on the bond placed on his property by the Bower Bridge River Placers Limited, for the month ending April 17th.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

Alfred H. Barber
(A. H. Barber)
Indian Agent.

ENCLOSURE

The Secretary,
Department of Indian Affairs,
Ottawa.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

21236-C-4/1

Mining Permit
B.R.No.1 B.C.

Lytton, B. C.,
April 22,1936.

Sir:-

I herewith beg to enclose cheque No. 555 amounting to $25.00, it being interest for month ending April 17th, on the bond placed on Frank Michell's holdings on Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited.

Please credit the account of Frank Michell with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

Alfred H. Barber
(A. H. Barber)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. 25-00 re chg.

DEPT. OF INDIAN AFFAIRS
APR 28 1936
as

Date 19

Entered Journal No. MSE XVIII Folio 18

Lac Seul
Agent

377

Dept. Receipt No. EX'D.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

21484-0-4/1

18165-60
B.R.No.1 B.C.
Mining Permit.

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

May 22nd,1936.

Sir:-

I herewith beg to enclose Form No. 51, money required for Frank Michell amounting to $25.00 paid in by the Lower Bridge River Placers Limited, as interest on the bond placed on the property of Frank Michell, for month ending May 17th, 1936.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

Alfred H. Barber
(A. H. Barber)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., May 22nd, 1936.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~rent~~ int. on bond on *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* May, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
B.R.#1B&C. Mining Permit	Lower Bridge River Placers Limited,	Frank Michell	25	00			25	00

Certified Correct,

Alfred H. Barker

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., May 22nd, 1936.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* int. on bond on *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* May, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
B.R.#1B¾C. Mining Permit	Lower Bridge River Placers Limited,	Frank Michell	25	00			25	00

Certified Correct,

Alfred H. Barkley

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

21483-C-4/1

B.R.No.1 B.C.
Mining Permit,
18165-60.

Lytton, B. C.,
May 22nd, 1936.

Sir:-

I herewith beg to enclose cheque No. 562 amounting to $25.00 being interest on bond placed on Frank Michell's property on Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited, for month ending May 17th, 1936.

Please credit the account of Frank Michell with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

Alfred H. Barber
(A. H. Barber)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. 25-00 in ely

Date JUN 2 1936 19

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. MSF XIX Folio 39

Dept. Receipt No. 377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE

No. 10701 E NOT TRANSFERABLE.

THIS IS TO CERTIFY that.....Kay Wing.....
of.....Lillooet, B. C....., has paid me the sum
of....Fifty Cents.....~~dollars~~, and is entitled to all the rights and
privileges of a Free Miner, from midnight on the x....11th....day
of.....May.....,1936, until midnight on the thirty-first
day of May, 1936.

Issued at.....Lillooet, B. C.

T. B. Williams
Signature of Officer issuing same.
Dep. M. R.

x Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate 10701E.

M. E. Drewett
Agency Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 10701 E

Date May 11th, 1936.

Province British Columbia,

Agency Lytton,

Date May 25th, 1936.

To whom it may concern:

Permission is hereby given to Kay Wing

of the town of Lillooet

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

Alfred H. Barbez
Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

21521-C-4/1

Lytton, B. C.,

May 26th, 1936.

Sir:-

I herewith beg to enclose Money Order No. 06620, amounting to $5.00, from Kay Wing, it being fee for permit to prospect on the Bridge River Indian Reserve No. 1.

Please credit the fund of the Bridge River Band with this amount.

Trusting that this will be found in order,

Your obedient servant,

ENCLOSURE

Alfred H. Barber
(A. H. Barber)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. 5 00 MO

Date JUN 2 1936 19

DEPT. OF INDIAN AFFAIRS RECORDS

Entered Journal No. XIX Folio 39

Dept. Receipt No.

377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 7945 E

Date October 5th, 1936.

Province British Columbia,

Agency Lytton,

Date May 28th, 1936.

To whom it may concern:

Permission is hereby given to Charles Bennett

of the city of Vancouver

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

Alfred H. Barker

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 7945 E NOT TRANSFERABLE.

THIS IS TO CERTIFY THAT.....Charles Bennett.....
of the City of Vancouver, B. C., has paid me the sum
of Four.....00/100...dollars, and is entitled to all the
rights and privileges of a Free Miner, from midnight on the
x....4th day of October, 1935, until midnight on the thirty-first
day of May, 1936.

Issued at Vancouver, B. C.

Oct. 5th, 1936.

R. A. Burgoyne
Signature of Officer issuing same.

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's
Certificate No. 7945 E.

M. E. Drewett
Agency Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

21532-0-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,
May 30th, 1936.

Re

Sir:-

I herewith beg to enclose $5.00 for a permit to prospect on Bridge River Indian Reserve No. 1 from Charles Bennett.

Please credit the Bridge River Band funds with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

Representative of the Treasury,
JUN 6 1936
INDIAN AFFAIRS.

ENCLOSURE

Alfred H. Barber
(A. H. Barber)
Indian Agent.

N. C. Allen, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Ont.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. $5-00 Cash.

Date XII 9

Representative of the Treasury, JUN 8 1936 INDIAN AFFAIRS

Entered Journal No. Folio 43

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 9457 E NOT TRANSFERABLE.

THIS IS TO CERTIFY that.....W. T. Squelch..... of.....Vancouver, B. C....., has paid me the sum of...Five.....Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the x...30...day of May, 1936, until midnight on the thirty-first day of May, 1937.

Issued at Vancouver, B. C.

31 May, 1936.

R. A. Burgoyne.
Signature of Officer issuing same.

x Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 9457E.

M. E. Drewett
Agency Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 9457-E

Date May 30, 1936.

Province British Columbia,

Agency Lytton,

Date June 4th, 1936.

To whom it may concern:

Permission is hereby given to W. R. Squelch

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

Alfred H. Barker

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

21577-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

June 4th, 1936.

R

DEPT. OF INDIAN AFFAIRS
JUN 15 1936
RECORDS

Sir:-

I herewith beg to enclose $5.00, together with copies of Free Miner's Certificate and permit to prospect on Bridge River Indian Reserve No. 1, from W. T. Squeloh.

Please credit the fund of Bridge River Band with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

(A. H. Barber)
Indian Agent.

N. C. Allen, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Ont.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

21632-C-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

June 10,1936.

Sir:-

I herewith beg to enclose $5.00 being fee for a permit to prospect on Bridge River Indian Reserve No. 1, from W. T. Squelch, together with Form No. 527.

By to-day's mail Form No. 527 and Receipt No.23276 were mailed to the Department in error without this $5.00 fee, with my letter No. 21577-C-4/1 dated June 4th. Please cancel this Form No. 527, putting the enclosed form in its place, and have the receipt attached to this, and given to the Representative of the Treasury.

Regretting this error,

I have the honor to be,
Sir,
Your obedient servant,

Alfred H. Barber
(A. H. Barber)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No. .....

Amt. 5-00 cash

DEPT. OF INDIAN AFFAIRS
JUN 15 1966
RECORDS

Date as 19 ....

Entered Journal No. XIX Folio 47

Dis J

377

Dept. Receipt No. .....

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 9625 E NOT TRANSFERABLE.

THIS IS TO CERTIFY that.....G. S. Grant..... of Vancouver, B. C....., has paid me the sum of.....Five.....Dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the x 9th day of June.....1936, until midnight on the thirty-first day of May,.....1937.

Issued at Vancouver.

June 10/36.

R. A. Burgoyne.
SIGNATURE of Officer issuing same.

X Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 9625 E.

Margaret E. Drewett
Agency Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 9625 E

Date June 9th, 1936.

Province British Columbia,

Agency Lytton,

Date June 12th, 1936.

To whom it may concern:

Permission is hereby given to G. S. Grant

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

Alfred H. Barber

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

21642-0-4/1

Lytton, B. C.,

June 12, 1936.

Lands

Sir:-

I herewith beg to enclose $5.00, fee for permit to prospect on Bridge River Indian Reserve No. 1, from G. S. Grant, together with Form No. 527, copies of the permit issued and his Free Miner's Certificate.

Please credit the Bridge River Band Fund with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

Alfred H. Barber
(A. H. Barber)
Indian Agent.

N. C. Allen, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Ont.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

DEPT. OF INDIAN AFFAIRS
JUN 18 1936
RECORDS

Amt $5-00 Cash

Representative of the Treasury
RECEIVED
JUN 16 1936
INDIAN AFFAIRS.

Date 19.

Entered Journal No. Folio 47

Dept. Receipt No.

EX'D.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 20th, 1936.

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being ~~rents~~ int. *received* on bond *for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* June, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R.#1 B.C. 18165-60	Lower Bridge River Placers Limited	Frank Michell	25	00			25	00

Certified Correct,

Alfred S. Cowder

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., June 20th, 1936.

REQUIRED for the undermentioned, the sum of $25.00 *to be paid them as hereinafter specified, being* ~~rent~~ int. *received on band for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* June, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid $	Amount Paid cts.	Amount to be Retained $	Amount to be Retained cts.	Amount to be Returned $	Amount to be Returned cts.
Mining Permit B.R.#1 B.C. 18165-60	Lower Bridge River Players Limited	Frank Michell	25	00			25	00

Certified Correct,

Alfred H. Dasley
Indian Agent.

$25 RECEIVED
Date June 27
B. R. No.
For credit of
TRUST FUND ACCOUNT.
No.

Department of the Treasury
RECEIVED
JUN 27 1936
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUN 30 1936
RECORDS

21737-C-4/1

18165-60
Mining Permit
B.R.No.1 B.C.

Lytton, B. C.,
June 20, 1936.

Paid
MS 7 XIX

H.X.D.

Sir:-

I herewith beg to enclose Form No. 51, R money required for Frank Michell, it being interest on the bond placed on his property on Bridge River Indian Reserve No. 1, by the Lower Bridge River Placers Limited, for month ending June 17th, 1936.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

Alfred H. Barber
(A. H. Barber)
Indian Agent.

N.C.Allen, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Ont.

AB/MD

Representative of the Treasury
RECEIVED
JUN 29 1936
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt $25.00 chq

R

Date JUN 30 1896 19

INDIAN AFFAIRS

Entered Journal No. Folio 52

D.X.D.

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

21736-C-4/1

18165-60
Mining Permit
B.R.No.1 B. C.

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

June 20, 1936.

R

Dear Sir:-

I herewith beg to enclose cheque No. 568, from Lower Bridge River Placers Limited, amounting to $25.00, it being interest on the bond placed on Frank Michell's property on Bridge River Indian Reserve No,1, for month ending June 17th,1936.

Please credit the account of Frank Michell with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

Alfred H. Barber
(A. H. Barber)
Indian Agent.

N. C. Allen, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Ont.

AB/MD

Representative of the Treasury
RECEIVED
JUN 20 1936
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

21784-C-4/1

18165-80
Mining Permit
B.R.#1 B.C.

Lytton, B. C.,
June 27, 1936.

Sir:-

I beg to forward herewith a letter from the Bridge River P lacers Limited requesting an extension of of Mining Permit B.R.No.1 B.C., for a further two years, which I respectfully recommend be granted.

Also enclosed herewith is the cheque of this Company for the sum of $103.00 being rental for the period to June 11th, 1937, in expectation that the request for an extension is granted.

ENCLOSURE

I have the honor to be,
Sir,
Your obedient servant,

(A. H. Barber)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AB/MD

Department of the Treasury
RECEIVED
JUL 2 1936
INDIAN AFFAIRS.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No. 18165-60

Amt $103.00 Chq.

Date JUL 2 1936 19

Entered Journal No. 25 XIX Folio 55

~~Dept.~~ Receipt No. 23285

Representative of the RECEIVED INDIAN AFFAIRS

JUL 6 1936

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

EXD.

Ottawa. July 8th.1936.

Sir:-

In reply to your letter of the 27th.ult. regarding extension of the Lower Bridge River Placers Mining Permit on the Bridge River Reserve,it will be necessary for the permittee to submit an affidavit showing that the sum of at least $2000 has been expended in development work during the past four years.

When this is received,the extension permit will be issued.

Yours very truly,

A. F. MacKenzie.
Secretary.
A.F.MacKenzie.

A.H.Barber Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THIS INDENTURE made in duplicate this 29th day of June, A. D. 1936.

BETWEEN:

FRANK MICHEL , Miner, of Lillooet, in the Province of British Columbia, Free Miner's Certificate No. 107138 (hereinafter called "the Assignor")

OF THE FIRST PART:

A N D:

WILLIAM T. SQUELCH, Miner, of the City of Vancouver, in the Province of British Columbia, Free Miner's Certificate No. 9457 E (hereinafter called "the Assignee")

OF THE SECOND PART:

WHEREAS by Indenture of Lease hereinafter referred to as "the lease", dated 16th June, A. D. 1925 and made between L. J. Price , Gold Commissioner for the Lillooet Mining Division, as Lessor and the said Frank Michel, as Lessee, the said Lessor demised unto the Lessee for Placer Mining only all that piece or parcel of land situate in the Lillooet Mining Division, in the Province of British Columbia, which may be more particularly described as follows, that is to say: All that certain piece or parcel of mining ground situate on Commencing at a post planted on the right bank of Bridge River, Bridge River Indian Reserve No. I, opposite to the confluence of Antoine Creek with said Bridge River Post No. I, thence in a South-Easterly direction 1500 feet to Post No. 2, thence in a Southerly direction 2100 feet to Post No. 3, thence in a North- Westerly direction 1500 feet to Post No. 4, thence in a Northerly direction 2100 feet to point of commencement. As per sketch Plan attached. Said lease to be known as " Michel " Bench Lease.

for a term of twenty (20) years from the said 16th day of June, A. D. 1925;

AND WHEREAS the Assignor has agreed with the Assignee for the assignment to the Assignee of the said Placer Mining Lease.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of $1700.00 (the receipt whereof is hereby acknowledged by the Assignor) the Assignor doth hereby grant and assign unto the Assignee all and singular that piece or parcel of land above described for Placer Mining only on the same terms and conditions under which the Assignor holds the said lease from the said Gold Commissioner

AND the Assignor hereby covenants with the Assignee that notwithstanding any act of the Assignor, the lease is a good, valid and subsisting lease;

AND notwithstanding anything herein contained the Assignor now has good right, full power and absolute authority to assign the lease for the purposes and in the manner aforesaid;

AND that subject to the rent fixed in the said lease and the covenants to be performed by the Assignor in the said lease the Assignee may hold and enjoy the said lease for the purposes mentioned in the said lease for the residue of the said term granted by the lease for his own benefit without any interruption of or by the Assignor, or any other person claiming or to claim by or through and under him;

AND the Assignor shall and will from time to time, and at all times hereafter, at the request and cost of the Assignee, execute such further assurances of the said leasehold premises as the Assignee shall reasonably require;

AND the Assignee hereby covenants and agrees with the Assignor that the Assignee shall and will indemnify and save harmless the Assignor of, from and against the payment of all future rents and royalties, and of, from and against the observance and performance of the lessee's covenants, conditions and agreements in the lease contained;

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

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CANADA

It is hereby agreed and declared that these presents and everything herein contained shall enure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the Assignor and the Assignee.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED & DELIVERED in the presence of:

Thomas Michel
J H Wilson
as to both signatures

his
Frank + Michel
mark

W T Bennett

This Original Document has been [illegible] for retention in the Records of the Indian Land Registry.

A Little DLT 4-1
Sign

Mar 24 [illegible] 72

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

Poor Copy

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DATED JUNE 27th 1936

FRANK MICHEL

AND

WILLIAM T. SQUELCH

: : : : : : : : : : : : : : : : :

A S S I G N M E N T

: : : : : : : : : : : : : : : : :

G. MAYALL

Poor Copy

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form 95

Please address all communications to "The Manager".

The Canadian Bank of Commerce

Lillooet B. C. 29th June 1938

INDIAN OFFICE
JUN 30 1938
LYTTON, B. C.

Mr. A. Strang,

Indian Agent,

Lytton B. C.

Dear Sir;

Mr. William T. Squelch has today deposited the sum of Seven hundred Dollars ($700.00) with us together with assignment, the above funds to be held in escrow by us and delivered to Mr. Frank Michel as final payment on a certain placer property to be known as the 'Michel' Bench Lease upon receipt by us of the proper title thereto. We are instructed that this title is held by you and will be forwarded to us upon receipt of this information. We shall be glad to now receive these documents at your early convenience.

Enclosed please find a copy of the assignment above referred to for your information which we shall be glad if you will return to us after it has served its purpose.

Yours truly,

W. H. Hamilton

W. H. Hamilton
Manager.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165--60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

DEPT. OF INDIAN AFFAIRS
JUL 16 1986
RECORDS

21850-0-4/1

BR No.1 B03
18165-60
Nov.28,1935.

Lytton, B. C.,
July 10, 1936.

R

Sir:-

I respectfully forward herewith attached a letter received from W.F.Hamblton, Manager of the Bank of Commerce at Lillooet, in reference to the Michell Mining permit on Bridge River Indian Reserve No. 1.

The Provincial Lease "Michele Bench Lease" is No. 308, granted to Frank Michell of Lillooet B. C., on the 16th day of June,1925, is now with the Department and I would request that it now be returned to this office for delivery to the bank.

I have the honor to be,
Sir,
Your obedient servant,

Documents returned Aug 5th

ENCLOSURE

(A. H. Barber)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C.,

REQUIRED for the undermentioned, the sum of $ 25.00

to be paid them as hereinafter specified, being int. on bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* July, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R.1 B.C. 18165-60	Lower Bridge River Placers Limited,	Frank Michell	25	00			25	00

Certified Correct,

Alfred J. Barker

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C.,

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* int. *received* on bond *for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* July, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit B.R.1 B.C. 18165-60	Lower Bridge River Placers Limited,	Frank Michell	25	00			25	00

Certified Correct,

Alfred H. Barclay

Indian Agent.

1 25-00 RECEIVED
Date July 23
B. R. No.
For credit of
TRUST FUND ACCOUNT.
No. 7018

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

RECORDS

21895-0-4/1

Mining Permit
B.R.No.1 B.C.,
18165-60

Lytton, B. C.,
July 17, 1936.

Sir:-

I herewith beg to enclose Form No. 51, money required for an Indian, Frank Michell, it being interest on bond placed on his property on Bridge River I.R.No.1, by the Lower Bridge River Placers Limited, for the month ending July 17th, 1936.

Trusting that this will be found in order and refunded in due course,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

Alfred H. Barber
(A. H. Barber)
Indian Agent.

L. W. McCutcheon, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Ont.

AB/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPT. OF INDIAN AFFAIRS
JUL 23 1936
RECORDS

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

21894-C-4/1

Mining Permit
B.R.No.1 B.C.,
18165-60.

Lytton, B. C.,
July 17, 1936.

Sir:-

I herewith beg to enclose cheque No. 575 amounting to $25.00 from the Lower Bridge River Placers Ltd., it being interest on the bond on Frank Michell's property on Bridge River I.R.No.1, for period ending July 17th,1936.

Please credit the account of Frank Michell with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

(A. H. Barber)
Indian Agent.

L. W. McCutcheon, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Ont.

AB/MD

Representative of the Treasury
RECEIVED
JUL 23 1936
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
15M—24-1-34

377

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.
FYLE NO.
TREAS. NO.

DEPARTMENT: Indian Affairs

BRANCH: Lands & Timber DATE: Aug.5th.1936.

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE NO.	IN FAVOUR OF	AMOUNT
	Frank Michell Cheque to be sent to Alfred H.Barber Indian Agent Lytton. B.C. 14642	$75.00

AUDITED FOR PAYMENT AUG 7 1936

AUG 8 1936

STATE BELOW WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT

Interest on bond Month of April-May $25.00
" " " " " May -June 25.00
" " " " " June- July 25.00 Total $75.00

CHARGE TO
VOTE: L. & T. 377 ENC. NO.
ALLOTMENT:
SUB-ALLOTMENT:

I CERTIFY THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

TREASURY OFFICE APPROVAL

Acting DEPUTY HEAD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

PLACER MINING ACT

DECLARATION OF WORK AND EXPENDITURE ON LOWER BRIDGE RIVER PLACERS LTD.

N.P.L. LEASES 412, 413 and 414, BRIDGE RIVER INDIAN RESERVE No.1

I, Alfred Newton Wolverton, President of Lower Bridge River Placers Ltd. make oath and say -

That I am the President of the Lower Bridge River Placers Ltd. N.P.L.:

I have done or caused to be done on leases numbered 412, 413, and 414, Bridge River Indian Reserve No.1, work to the value of $2,000.00 (Two thousand dollars) during the 4 (four) years ended June 11, 1936.

Alfred Newton Wolverton

SWORN AND SUBSCRIBED to at Vancouver, B.C. this 28th day of August 1936 before me.

A Notary Public in and for the Province of British Columbia.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

22155-C-4/1 18165-60 Lytton, B. C.,

Sept. 1st, 1936.

INDIAN AFFAIRS
SEP 5 1936

Mining Permit B.R.No.1 B.C.

Sir:-

I herewith beg to enclose affidavit from Alfred Newton Wolverton, President of the Lower Bridge Placers Limited, in regard to work to the cost of $2000.00 having been done on leases numbered 412, 413 and 414, situated on Bridge River Indian Reserve No. 1, which was requested by the Department by letter dated June 11th, before their mining permit could be renewed. Mr. Wolverton has been away hence delay in forwarding this affidavit.

Trusting that the Department will now issue a new permit or renew the old one,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

EX'D.

Ottawa. Sept.17th.1936.

Sir:-

In reply to your letter of the 1st.inst. No.22155-G-4/1 regarding renewal of Lower Bridge River Placers Mining Permit on the Bridge River Reserve,an endorsation has been made on the original permit showing that the requisite affidavit has been made to the effect that the sum of $2000 has been spent in development work.

This permit is therefore now in good standing .

Yours very truly,

Secretary.
A.F.MacKenzie.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
OCT 5 1936
RECORDS

OFFICE OF
INDIAN AGENT

22360-0-4/2

Mining Permit
B.R.No.1 B.C.
18165-60

Lytton, B.C.,
Sept. 30,1936.

Sir:-

EX'D.

With reference to departmental letter dated September 17th, the Lower Bridge River Placers Limited wishes to know when the Department is returning their permit which has been renewed as they need it.

Trusting to have this permit returned as soon as possible,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

Permit returned Oct 6th

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Oct. 3rd, 1936.

REQUIRED for the undermentioned, the sum of $ 50.00 to be paid them as hereinafter specified, being ~~rent~~ ~~xxxx~~ received for leased land on the Bridge River No. 1 Indian Reserve, for the month of September, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit BRIBG 18165-60	Lower Bridge River Placers Limited,	Frank Michell,	50	00			50	00

Certified Correct,
J. Shang
Indian Agent,

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., Oct. 3rd, 1936.

REQUIRED for the undermentioned, the sum of $ 50.00 *to be paid them as hereinafter specified, being* int. on bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* September, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining Permit BR1BC 18165-60	Lower Bridge River Placers Limited,	Frank Michell,	50	00			50	00

Certified Correct,
J. Shang
Indian Agent,

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

R

22377-C-4/1

Mining Permit
B.R.#1 B.C.
18165-60

Lytton, B. C.,
Oct. 3rd, 1936.

DEPT. OF INDIAN AFFAIRS
OCT 7 1936
RECORDS

Sir:-

I herewith beg to enclose Form No. 51, money required for Frank Michell amounting to $50.00, it being interest on bond placed on his property by the Lower Bridge River Placers Limited on Bridge River Indian Reserve No. 1, for two months ending September 17th, 1936.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa.

AS/MD

Appt.

There is no evidence on this file that this $50 has been rec'd here covering July-Aug and Aug.-Sept.

Representative of the Treasury,
OCT 9 1936
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

22359-0-4/2

MiningPermit
B.R.No.1 B.C.
18165-60.

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Sept. 30,1936.

Sir:-

I herewith beg to enclose two cheques numbered 578 and 586 amounting to $25.00 each, from the Lower Bridge River Placers Limited, it being interest on the bond on Frank Michell's property on Bridge River Indian Reserve No. 1, for two months ending September 17th, 1936.

Please credit the account of Frank Michell with this $50.00.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

ENCLOSURE

L. W. McCutcheon, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Ontario.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT

Amt. 25. xx/100 2 cks
25. xx/100

Date 19

Representative of the Treasurer
RECEIVED
OCT 5 1959
INDIAN AFFAIRS

Entered Journal No. xx

Folio 104

377

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
15M—24-1-34

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.....

FYLE NO. 18165-60

TREAS. NO.....

DEPARTMENT Indian Affairs

BRANCH Lands & Timber

DATE Oct.9th.1936.

Received in Treasury, OCT 10 1936, INDIAN AFFAIRS

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE No.	IN FAVOUR OF	AMOUNT
	Frank Michell Cheque to be sent to A.Strang Indian Agent Lytton. B.C.	$50.00

AUDITED FOR PAYMENT
OCT 9 1936
ACCOUNTS BRANCH
DEPT. INDIAN AFFAIRS

STATE BELOW WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT

Interest on bond Month of July-August...$25.00
" " " " " Aug- September 25.00 Total $50.00

CHARGE TO
VOTE T.F.Acc. 377
ALLOTMENT
SUB-ALLOTMENT

ENC. No.

I CERTIFY THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

DEPUTY HEAD

TREASURY OFFICE APPROVAL

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
15M—24-1-34

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. No.....

FYLE No. 18165-60

TREAS. No.....

DEPARTMENT Indian Affairs

BRANCH Lands & Timber DATE Oct.9th.1936.

Received in Treasury, OCT 10 1936 INDIAN AFFAIRS

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE No.	IN FAVOUR OF	AMOUNT
	Frank Michell	$50.00
	Cheque to be sent to A.Strang Indian Agent Lytton. B.C.	

AUDITED FOR PAYMENT OCT 9 1936 ACCOUNTS BRANCH DEPT. INDIAN AFFAIRS

STATE BELOW WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS. (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT

Interest on bond Month of July-August..$25.00
" " " " " Aug- September 25.00 Total $50.00

CHARGE TO
VOTE T.F.Acc. 377 ENC. No.
ALLOTMENT
SUB-ALLOTMENT

I CERTIFY THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

TREASURY OFFICE APPROVAL

DEPUTY HEAD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA.

FREE MINER'S CERTIFICATE.

No. 10829 E NOT TRANSFERABLE.

THIS IS TO CERTIFY that Melvyn B. Young..... of.....Lillooet, B. C.,.....has paid me the sum of.....Four.....75/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the x...31st day.of.....July.....,1936, until midnight on the thirty-first day of May, 1937.

Issued at.....LILLOOET.....

July 4/36.

T.B.Williams..
Dep. Mining Recorder.
Signature of Officer issuing same.

x Insert here the date of the day immediately preceding the day on which certificate is taken out.

Certified a true copy of Free Miner's Certificate No. 10829 E.

M. E. Drewett
Agency Clerk.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 10829 E,

Date July 3rd, 1936.

Province British Columbia,

Agency Lytton,

Date September 22nd, 1936.

To whom it may concern:

Permission is hereby given to Melvyn B. Young,

of the town of Lillooet

in the province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Sluang

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

22355-0-4/1

OFFICE OF
INDIAN AGENT

Lytton, B. C.,

Sept. 30,1936.

Sir:-

I herewith beg to enclose $5.00, for a permit to prospect on Bridge River Indian Reserve No. 1, from Melvyn B. Young.

Please credit the funds of the Bridge River Band with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

ENCLOSURE

A. Strang
(A. Strang)
Indian Agent.

L. W. McCutcheon, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Canada.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

BANK RECEIPT No.

Amt. 5- xx/100

Date

Representative of the Treasurer
RECEIVED
OCT 5 1936
INDIAN AFFAIRS

Entered Journal No. Folio 104 EXD

Dept. Receipt No.

DEPT. OF INDIAN AFFAIRS
OCT 9 1986
RECORDS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 5559 E

Date May 20, 1936.

Province British Columbia,

Agency Lytton,

Date October 28, 1936.

To whom it may concern:

Permission is hereby given to F. G. Underhill

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Shang

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 8559 E NOT TRANSFERABLE

THIS IS TO CERTIFY that ----- F. C. UNDERHILL ----- of Vancouver, has paid me the sum of FIVE 00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31 day of May, 1936, until midnight on the thirty-first day of May, 1937.

Issued at Vancouver (Signed) R. A. BURGOYNE

20 May 36 Signature of Officer issuing same.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 8560 E

Date May 20, 1936.

Province British Columbia,

Agency Lytton,

Date October 28, 1936.

To whom it may concern:

Permission is hereby given to J. T. Underhill

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

G. Strang
Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 8560 E NOT TRANSFERABLE

THIS IS TO CERTIFY that ----- J. T. UNDERHILL ------ of Vancouver, has paid me the sum of FIVE 00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31 day of May, 1936, until midnight on the thirty-first day of May, 1937.

Issued at Vancouver (Signed) R. A. BURGOYNE

20 May 36 Signature of Officer issuing same.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 10271 E

Date May 19, 1936.

Province British Columbia,

Agency Lytton.

Date October 28, 1936.

To whom it may concern:

Permission is hereby given to J. A. MacInnes

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 10271 E NOT TRANSFERABLE

THIS IS TO CERTIFY that ----- J. A. MacINNES ------ of Vancouver, has paid me the sum of FIVE 00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31 day of May, 1936, until midnight on the thirty-first day of May, 1937.

Issued at Haylmore (Signed) WILL HAYLMORE

19 May 36 Signature of Officer issuing same.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 9046 E

Date May 29th, 1936.

Province British Columbia,

Agency Lytton, B. C.

Date October, 28, 1936.

To whom it may concern:

Permission is hereby given to Lucie MacInnes

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

T. Sloan

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 9046 E NOT TRANSFERABLE

THIS IS TO CERTIFY THAT --------LUCIE MacINNES ------ of Vancouver, had paid me the sum of FIVE 00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31 day of May, 1936, until midnight on the thirty-first day of May, 1937.

Issued at Vancouver (Signed) R. A. BURGOYNE

29 May 36. Signature of Officer issuing same.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 9045 E

Date May 29, 1936.

Province British Columbia.

Agency Lytton, B. C.

Date October 26, 1936.

To whom it may concern:

Permission is hereby given to George L. MacInnes

of the City of Vancouver

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River No. 1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Sloan

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BRITISH COLUMBIA

FREE MINER'S CERTIFICATE

No. 9045 E NOT TRANSFERABLE

THIS IS TO CERTIFY that ----- GEORGE L. MacINNES ------ of Vancouver, has paid me the sum of FIVE 00/100 dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the 31 day of May, 1936, until midnight on the thirty-first day of May, 1937.

Issued at Vancouver, (Signed) R. A. BURGOYNE

29 May 36. Signature of Officer issuing same.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

22459-C-4/1

Lytton, B. C.,

Oct. 28, 1936.

Dear Sir:-

I herewith beg to enclose Cheque No. 1228 amounting to $25.00, it being for five permits to prospect on Bridge River Indian Reserve No. 1, for the following persons:

George L. MacInnes - F.M.C.No. 9045 E,
Lucie MacInnes ----- F.M.C.No. 9046 E,
John A. MacInnes --- F.M.C.No.10271 E,
J. T. Underhill ---- F.M.C.No. 8560 E,
F. C. Underhill ----- F.M.C.No. 8559 E,

together with copies of their Free Miner's Certificates and of the permits issued.

Please credit the funds of the Bridge River Band with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

Enclosure 12

A. Strang

(A. Strang)
Indian Agent.

L. W. McCutcheon, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Canada.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No. 18165-60

Amt. 25 44/100 ch.

EX'D.

Date

Representative of the Treasurer
RECEIVED
NOV 3 1936
INDIAN AFFAIRS.

Entered Journal No. 141 Folio 124

377 Dept. Receipt No.

DEPT. OF INDIAN AFFAIRS
NOV 8 1936

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

22561-0-4/1

Mining Permit
B.R.No.1 B.C.
18165-60

Lytton, B. C.,
Nov. 9th,1936.

Sir:-

I herewith beg to enclose cheque No. 595 for $25.00 from the Lower Bridge River Placers Limited for interest on a bond placed on the property of Frank Michell situated on the Bridge River Indian Reserve No. 1, for month ended the 17th of October, 1936.

Please credit account of Frank Michel with this amount.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang
(A. Strang)
Indian Agent.

Enclosure
2

L. W. McCutcheon, Esq.,
Representative of the Treasury,
Ottawa, Canada.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., November 9th, 1936.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~rent~~ int. on bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* October, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
MiningPermit B.R.No.1 B.C. 18165-60	Lower Bridge River Placers Limited,	Frank Michell,	25	00			25	00

Certified Correct,

A. Strang

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 51

INDIAN OFFICE

Lytton, B. C., November 9th, 1936.

REQUIRED for the undermentioned, the sum of $ 25.00 *to be paid them as hereinafter specified, being* ~~rent~~ int. on bond *received for leased land on the* Bridge River No. 1 *Indian Reserve, for the month of* October, 1936.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
MiningP ermit B.R.No.1 B.C. 18165-60	Lower Bridge River Placers Limited,	Frank Michell,	25	00			25	00

Certified Correct,

A. Sloan

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

22562-C-4/1

OFFICE OF
INDIAN AGENT

Mining Permit
B.R.No.1 B.C.
18165-60

Lytton, B. C.,

Nov. 9th, 1936.

DEPT. OF INDIAN AFFAIRS
NOV 16 1936
RECORDS

Sir:-

18165-60

I herewith beg to enclose Form No. 51 money required for Frank Micheal amounting to $25.00 from the Lower Bridge Placers Limited for interest on bond on his property on Bridge River Indian Reserve No. 1 for the month ended October 17th, 1936.

Trusting that this will be found in order,

I have the honor to be,
Sir,
Your obedient servant,

A. Strang

(A. Strang)
Indian Agent.

Enclosure

L. W. McCutcheon, Esq.,
Representative of the Treasury,
Department of Indian Affairs,
Ottawa, Canada.

AS/MD

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No. 18165-60

Amt $25 00 Chq.

Date NOV 13 1936 19

Entered Journal No. XXII Folio 137

Dept. Receipt No. 377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.

FYLE NO. 1816

TREAS. NO.

DEPARTMENT Indian Affairs

BRANCH Lands

DATE November 19, 1936.

Received in the Treasury, NOV 20 1936 INDIAN AFFAIRS

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:

CHEQUE NO.	IN FAVOUR OF	AMOUNT	
	EX'D.		
	Frank Michell	25	00
	Cheque to be sent to A. Strang, Indian Agent, Lytton, B. C.		

AUDITED FOR PAYMENT NOV 20 1936 ACCOUNTS BRANCH DEPT. INDIAN AFFAIRS

STATE BELOW, WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT

Interest on Bond, month of September-October, 1936.

CHARGE TO
VOTE ENC. NO.
ALLOTMENT
SUB-ALLOTMENT

I CERTIFY, THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

DEPUTY HEAD

TREASURY OFFICE APPROVAL

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
25M—19-6-36

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.

FYLE NO. 18165-60

TREAS. NO.

DEPARTMENT Indian Affairs

BRANCH Lands DATE November 19, 1936.

Received in the Office of the Treasury, NOV 20 1936 INDIAN AFFAIRS

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:

CHEQUE No.	IN FAVOUR OF	AMOUNT	
	EX'D.		
	Frank Michell	25	00
	Cheque to be sent to A. Strang, Indian Agent, Lytton, B. C.		

AUDITED FOR PAYMENT NOV 20 1936 ACCOUNTS BRANCH DEPT. INDIAN AFFAIRS

STATE BELOW, WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT

Interest on Bond, month of September-October, 1936.

CHARGE TO
VOTE ENC. No.
ALLOTMENT
SUB-ALLOTMENT

I CERTIFY, THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

TREASURY OFFICE APPROVAL

DEPUTY HEAD

Indian Affairs, (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18165-60

Credit Advice

MEMO.

January 9th, 1937. ~~1935~~

The following remittance has been received from

Indian Agent A. Strang at Lytton Agency

and recorded in the Official Cash Book. Folio 173

Amount $ 20.00

JAN 14 1937 RECORDS

Agency Receipt No. 23343 dated Dec. 30, 1936,

Payer Geo. L. MacInnes on account of mining permit B.R.

No. 1-Bc2 rent for 1937 - Bridge River - Acct. 377.

L'D.

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DAVID VERCHERE
GRANVILLE MAYALL

TELEPHONES:
TRINITY 5325 - 5326

MAYALL & VERCHERE
BARRISTERS AND SOLICITORS

604 RANDALL BUILDING
535 GEORGIA STREET WEST
VANCOUVER, B.C.

1 Rep of Attorney
2 Letter

January 13th, 1937.

Deputy Superintendent General
of Indian Affairs,
Ottawa, Canada.

Dear Sir: Re Mining Permit #BR No.1 B.C. 3
File # 18165-60
Bridge River

We are enclosing herewith our cheque for $36.00 in payment of the annual rental due 1st January, on behalf of the permitee, W. T. Squelch.

Kindly acknowledge receipt.

Yours truly,

MAYALL & VERCHERE,

Per G Mayall

GM: EJ
ENCL.

Representative of the Superintendent
JAN 28 1937
INDIAN AFFAIRS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No. 18165-60

Amt. 36.00 in adj

Date as 19

Entered Journal No. XXIII Folio 177

377

Dept. Receipt No. 2012

4

Department of Mines & Resources
Indian Affairs Branch.
JAN 18 1937
RECORDS

Department of Mines & Resources
Indian Affairs Branch.
JAN 21 1937
RECORDS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

MSF XXIV

File No. 18165-60

Credit Advice

MEMO.

March 8th, 1937 EXD.

The following remittance has been received from

Indian Agent A. Strang at Lytton Agency

and recorded in the Official Cash Book. Folio 204

Amount $ 100.00

Department of Mines and Resources Indian Affairs Branch MAR 10 1937 RECORDS

Agency Receipt No. 23362 dated Feb. 20th, 1937,

Payer Lower Bridge River Placers Ltd. on account of interest on bond

Frank Michell - Bridge River I. R. #1 - Acct. 377.

oct - nov
nov - dec
dec - jan
jan - feb.

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 308

INDIAN OFFICE

March 30, 1937

REQUIRED for the undermentioned, the sum of $ 125.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River I.R. #1 *Indian Reserve, for the month of* Dec. Jan. Feb. Mar and April.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining permit BR1BC 18165-60	Lower Bridge River Placers Ltd.	Frank Mitchell	125	00			125	00

A. Strang

Certified correct
A. Strang, Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Form No. 308

INDIAN OFFICE

March 30, 1937

REQUIRED for the undermentioned, the sum of $ 125.00 *to be paid them as hereinafter specified, being rent received for leased land on the* Bridge River I.R. #1 *Indian Reserve, for the month s of* Dec. Jan. Feb. Mar. and April.

LEASE No.	NAME OF LESSEE	FOR WHOM REQUIRED	Amount Paid		Amount to be Retained		Amount to be Returned	
			$	cts.	$	cts.	$	cts.
Mining permit BR1BC 18165-60	Lower Bridge River Placers Ltd.	Frank Mitchell	125	00			125	00

A. Strang

Certified correct
A. Strang, Indian Agent

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

89-165
18165-60

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF
INDIAN AGENT

Lytton B.C.

April 7, 1937

23172

Department of Mines and Resources
Indian Affairs Branch.
APR 12 1937
RECEIVED

Dear Sir:

I herewith beg to enclose Return of Monies to Frank Michell for interest on bond from Dec. to March inclusive paid by the Bridge River Placers Ltd. This company paid four months interest at one time, Feb. 20, 1937.

I trust this meets with the approval of the Department.

Your obedient servant

A. Strang

A. Strang
Indian Agent

25th April 3. received and noted. advise made.

The Secretary
Department of Indian Affairs
Ottawa
Ont.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18165-60

Credit Advice

MEMO.

April 3rd, 1937. ~~1935~~

The following remittance has been received from

Indian Agent A. Strang at Lytton Agency

and recorded in the Official Cash Book. Folio 6

Amount $ 25.00

Agency Receipt No. 23373 dated March 29th, 1937,

Payer Lower Bridge River Placers Limited. on account of interest on Bond

Bridge River I. R. #1 - Bridge River - Acct. 377.

For Treasury Branch.

Department of Mines & Resources
Indian Affairs Branch.
APR 19 1937
RECORDS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

C.T. 17A
15M—24-1-34

REQUISITION FOR CHEQUE

TO BE USED FOR ADVANCES OR AUTHORIZED PAYMENTS FOR WHICH THERE ARE NO ACCOUNTS

DEPT. NO.
FYLE NO.
TREAS. NO.

DEPARTMENT: Mines and Resources

BRANCH: Indian Affairs DATE: April 19th. 1937.

APPLICATION IS HEREBY MADE FOR THE ISSUE OF THE FOLLOWING CHEQUE OR CHEQUES:—

CHEQUE NO.	IN FAVOUR OF	AMOUNT
	Frank Michell Cheque to be sent to A.Strang Indian Agent Lytton B.C.	$125.00

Representative of the Treasury RECEIVED APR 21 1937 INDIAN AFFAIRS

STATE BELOW WITH DETAILS IN EVERY CASE, WHETHER (a) STANDING ADVANCE, (b) ADVANCE FOR SPECIFIC JOURNEY—ESTIMATING NUMBER OF DAYS, (c) OTHER ACCOUNTABLE ADVANCE, OR (d) AUTHORIZED PAYMENT

1936

Interest on Bond Month of Oct-Nov. 25.00
" " " " " Nov-Dec " 25.00
" " " " " Dec-Jan 25.00
" " " " " Jan-Feb' 37 25.00
" " " " " Feb-Mar " 25.00 Total $125.00

Refund of money collected from Lower Bridge River Placers.

CHARGE TO
VOTE 9/4377 ENC. NO.
ALLOTMENT
SUB-ALLOTMENT

I CERTIFY THAT THIS APPLICATION IS MADE UNDER THE REQUISITE AUTHORITY, AND THAT THE EXPENDITURE IS NECESSARY IN THE INTERESTS OF THE PUBLIC SERVICE.

HEAD OF BRANCH

DEPUTY HEAD

TREASURY OFFICE APPROVAL

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

1. Mr Caldwell

2. Director

3. Accountant

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F R E E M I N E R ' S C E R T I F I C A T E

BRITISH COLUMBIA

No. 10968 E Not transferable

THIS IS TO CERTIFY that..Eli.D..Detrain.....of..Lillooet.....,
has paid me the sume Of.....five----------xx.....dollars, and is entitled
to all the rights and privileges of a Free Miner, from midnight on
the 17th. day of .....June....., 1937 until midnight on the thirty-first
day of May, 1938.

Issued at.....Lillooet.....

June 18, 1937 .....
Signature of officer issuing same

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

CANADA

Mines & Resources
Indian Affairs Branch.
JUN 26 1937
RECORDS

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate No. 10968 E

Date June 17

Province British Columbia

Agency Lytton

Date June 21, 1937

To whom it may concern:

Permission is hereby given to Eli D. DeFrain of the Town of Lillooet in the Province of British Columbia to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

P. Sluang
Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18165-60

Credit Advice

R

MEMO. July 13th., 1937. ~~1935~~

The following remittance has been received from

Indian Agent A. Strang at Lytton

and recorded in the Official Cash Book. Folio 73

Amount $ 5.00

Agency Receipt No. 26416 dated June 21, 1937.

Payer Eli D. DeFrain on account of Prospector's permit Bridge River.

A/C 377.

Department of Mines & Resources Indian Affairs Branch. JUL 16 1937 RECORDS

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18165-60

Credit Advice

MEMO. Refunds MSE XXVII

August 13th, 1937. ~~1935~~

The following remittance has been received from

Indian Agent A. Strang at Lytton Agency

and recorded in the Official Cash Book Folio

Amount $ 5.00

Agency Receipt No. 26429 dated July 20, 1937,

Payer W. T. Squelch on account of prospecting permit - Bridge River - Acct. 377.

Department of Mines & Resources Indian Affairs Branch AUG 19 1937 RECORDS

EX'D.

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CABLE ADDRESS:
"WOLVERTON, VANCOUVER"

CONTINUOUS QUOTATIONS NEW YORK, TORONTO AND VANCOUVER MARKETS

CODES: BEDFORD MCNEIL, CLOUGH'S MINING, LIEBERS, BENTLEY'S, ABC 4TH ED.

WOLVERTON & COMPANY LIMITED

MEMBERS VANCOUVER STOCK EXCHANGE SINCE 1910

STOCKS, BONDS, INVESTMENTS

553 GRANVILLE STREET
VANCOUVER,
British Columbia

Sept. 2, 1937.

A. Strang, Esq.,
Indian Agent,
Lytton, B. C.

Dear Sir:

Your letter of July 24th addressed to the Bridge River Placers Limited has been referred to the writer on his return to the city.

There are or were two distinct companies, one called Bridge River Placers Limited and the other Lower Bridge River Placers Limited. The writer does not know anything about Bridge River Placers Limited but insofar as Lower Bridge River Placers Limited is concerned, its leases were allowed to lapse some time ago due to the lack of money with which to carry on.

Yours very truly,

A. O. Wolverton

ANW/BC

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

PLEASE QUOTE
FILE 407-E-4

Lytton B.C.

September 20, 1937

Department of Mines & Resources
Indian Affairs Branch.
SEP 24 1937
RECORDS

Dear Sir:

I herewith beg to enclose a letter from the President of the Lower Bridge River Placers Limited with reference to their bench leases No. 403, 410, 412, 413, and 414 on Bridge RiverI.R. No. 1.

In view of this letter which is in answer to a letter nogifying them that their yearly rental of $103.00 was payable on June the 11th. I herewith respectfully recommend that the Department cancel the above mentioned leases.

Your obedient servant

A. Strang

A. Strang
Indian Agent

The Secretary
Indian Affairs Branch
Department of Mines and Resources
Ottawa, Ontario.

AS/JC

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 18165-60

Ottawa, Oct.20th.1937.

WHEREAS a Mining Permit dated 11th.June,1932 was issued to The Lower Bridge River Placers Limited covering bench leases Nos.403,410,412,413 & 414 on the Bridge River Reserve No.1 in the province of British Columbia, said mining permit 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 the payment of rental under which the said permit was issued,has been violated;

NOW THEREFORE,by and in virtue of the powers and duties vested in the Director of Indian Affairs by the Indian Act,Chapter 98,Revised Statutes of Canada,I hereby cancel the said Mining Permit and resume the said land.

Director of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Referred to note

F. 18165-60

EX'D.

Ottawa. Oct.21st.1937.

Sir:-

In reference to your letter of the 20th.ult.enclosing letter to you from Wolverton & Co.Ltd.advising that payment of $103.00 rental for the year 1937-38 will not be made for the Lower Bridge River Placers Ltd. Mining Permit covering certain bench leases on the Bridge River Reserve No.1,your recommendation is approved and I enclose herewith formal cancellation of this Mining Permit.

The original should be sent to Wolverton and Co.553 Granville St.Vancouver and the copy kept in your office for record purposes.

Yours very truly,

Superintendent
Reserves & Trusts.
C.C.Parker.

A.Strang Esq.
Indian Agent
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Lytton B.C.
Oct. 25/37.

The Dominion Government
Department of Lands.

REGISTRAR
OCT 28 1937
Land Registry

Dear Sirs —

Would you please tell me, if the Indians have any claim on the property along the following rivers, Fraser, Bridge and Thompson between High and Low water levels.

I do some placer mining along those rivers and the Indians claim that I cannot work on the river adjoining their reservations between those water levels.

Would you please let me know if they are right.

Thanking you
I remain
Yours truly
Bert Snider
Lytton
B.C.

Indian Affairs

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

JCC/MEM

PLEASE QUOTE
FILE D.L.B.
INFORMATION

ADDRESS REPLY TO
LAND REGISTRY

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
LANDS, PARKS AND FORESTS BRANCH

Copy for -
Dr. H. W. McGill,
Director of Indian Affairs Branch,
Department of Mines & Resources,
OTTAWA,
with Mr. Snider's letter.

OTTAWA 30th October, 1937.

Department of Mines & Resources
Indian Affairs Branch
NOV 1 1937
RECORDS

Dear Sir:

I have your letter of the 25th instant requesting to be advised if as a prospector you are entitled to engage in placer mining in rivers adjacent to an Indian Reserve.

In reply I am to state that I am forwarding your letter to Dr. H. W. McGill, Director of Indian Affairs Branch, Department of Mines and Resources, in this City. You will no doubt be further advised from that source in due course.

Yours very truly,

J. Lorne Turner,
Registrar of Lands.

Bert Snider, Esq.,
Lytton, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY
Placed on
File 18000-1

18165-60

Nov.3rd.1937.

EXD.

Sir:-

Your letter of Oct.25th.last in reference to placer mining along the shores of the Fraser, Bridge and Thompson Rivers,addressed to the Dominion Government has been referred to this Branch for attention.

In reply I have to state that these rivers being non-navigable,the shores between high and low water level which front on Indian Reserves,form part of the reserve,and the Indians who own the reserve have a prior right to the placer mining privileges.

Yours very truly,

For Secretary.

Bert Snider Esq.
Lytton. B.C.

Copied E.O

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Secretary,
Indian Affairs Branch
Dear Sir —

Lytton B. C.
Nov. 12/37.

Resubmitted

In reply to yours of Nov. 3. File 18165-60
I have made some enquiries regarding placer mining on rivers adjoining Indian Reservations, between High and Low water levels, and find we have to buy a $3.00 permitt from the Indian Agent for each Reservation before we are allowed to work on them, and as we have already paid $3.00 for our Free Miners License, it is rather hard for some of us to do that.

If the Indians would work the ground themselves it wouldn't look so bad but they don't.

There is hundreds besides myself trying to make a living by working these bars along the rivers during the Winter and Spring months.

Could you not issue a permitt free of charge to any person who would write for one, to allow them to work the bars between high and low water levels.

It is the only work we can find to do during these months, to keep ourselves out of the Relief camps.

Hoping to hear from you soon
I remain
Yours truly
Bert Snider
Lytton B C.

Department of Mines & Resources
Indian Affairs Branch.
NOV 16 1937
RECORDS

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Nov.17th.1937.

EX'D.

Sir:-

I beg to acknowledge receipt of your letter of the 12th.inst.regarding placer mining on Indian Reserves and in reply to state that the fee of $5.00 does not cover a mining permit but for permission to enter an Indian Reserve for the purpose of prospecting or exploring for gold during a term of one year.Under the provisions of the Indian Act no person other than an Indian of the band is permitted to enter upon or use a reserve without permission in writing.

Yours very truly,

Secretary.
T.R.L.MacInnes.

Bert Snider Esq.
Lytton. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File No. 18165-60

Credit Advice

MEMO. Mr Crosby

F.Y'D. Jan. 21st 1938.

The following remittance has been received from

Indian Agent A. Strang at Lytton

and recorded in the Official Cash Book. Folio

Amount $ 20.00

Agency Receipt No. 26480 dated Jan. 4th/38.

Payer George L. MacInnes on account of Rental.

Mining Acct. #2.

R.

Mr. McCrimmon

For Treasury Branch.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

British Columbia

FREE MINER'S CERTIFICATE

No. 14762 E Not Transferable

THIS IS TO CERTIFY that Iv. . Olaf. Olson. . . . . of . . . Lytton. . . . . ., has paid me the sum of . .Two. , .dollars, and is entitled to all the rights and privileges of a Free Miner, from midnight on the. 13. day of. .January. . . ., 1938, until midnight on the thirty-first day of May, 1938.

Issued at ...Lytton..

(Signed)..H..Elgie.....
Signature of Officer issuing same

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CANADA

DEPARTMENT OF INDIAN AFFAIRS

PROSPECTOR'S PERMIT

Miner's Certificate

No. 14762E

Date January 13, 1938

Province British Columbia

Agency Lytton

Date January 14, 1938

To whom it may concern:

Permission is hereby given to Olaf Olson

of the Town of Lillooet

in the Province of British Columbia

to prospect (either surface or subterranean) for mineral deposits (precious metals only) on the Bridge River I. R. #1

Indian Reserve for a term of one year from the above mentioned date, with a view to obtaining a mining location for the same in accordance with the Indian Mineral Regulations.

Recording Fee:—$5.00.

A. Shang

Indian Agent

Form No. 330

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Prospecting permit - Alex Alsom.
Bridge River

BANK RECEIPT No. 18165-60

Amt. 5 xx/100 Cash

R

H.X'D.

Representative of the ... RECEIVED JAN 21 1938 INDIAN AFFAIRS

Date 19

Entered Journal No. Folio 204

Agents
~~Dept.~~ Receipt No. 26493

377

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

D. McGill

Montreal Gazette 2/4/38

Indians Appear Friday

(Special to The Gazette.)

Brockville, April 1.—Announcement was made today that Orville Hannon and Howard Jackson, St Thomas Indians committed for trial here this week on five charges following a cross-country chase in Grenville County last Saturday will appear before Judge M. B Tudhope next Friday afternoon to elect trial by judge or jury.

RIVER GOLD FIND CAUSES DISPUTE

White Miners and Indians Fight Over Gold-Panning Privileges in B.C.

Lillooet, B.C., April 1.—(CP)—Controversy between white miners and Indians over gold-panning privileges in the Cariboo interior spread today to the banks of the Fraser River as rumors circulated here of a major gold strike on the banks of the Bridge River.

Indians on No. 1 Reservation in Lillooet district ordered white miners to withdraw from the banks of the Fraser River where it runs through the reserve. About 20 miners have already been driven from the reservation on the Bridge River, said to be the scene of one of the richest discoveries of free gold since the famous Cariboo gold rush of 70-odd years ago.

The British Columbia Mines Department at Victoria said it had no information on the reported find, but would investigate. The rumors current here said several persons had made large bank deposits, as a result of gold-panning operations along the bridge river.

Possibility the Indians might not be successful in evicting whites from the Fraser River Reservation was seen by Lillooet lawyers. They claimed Indians had no rights over navigable waters.

The Fraser River is listed as a navigable stream, but the Bridge River is not.

Gold panning along the Bridge River has continued for about 70 years, and so far as is known, the present dispute is the first of its kind. Hundreds of small operators have lived in shacks all along the Fraser, Thompson and Bridge Rivers, all of which carry alluvial gold in varying quantities.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

38

Dispute Over Gold

Lillooet, B.C., April 2. (CP) — Controversy between white miners and Indians over gold-panning privileges in the Caribou interior spread Friday to the banks of the Fraser as rumors circulated here of a major gold strike on the banks of the Bridge river.

Indians on No. 1 reservation in Lillooet district ordered white miners to withdraw from the banks of the Fraser river, where it runs through the reserve. About 20 miners have already been driven from a reservation on the Bridge river. Reportedly the scene of one of the richest discoveries of free gold since the famous Caribou gold rush of 80-odd years ago.

WINNIPEG FREE PRESS

April 2, 1938.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Dr. McNeill
File

APR 7 1938

WINNIPEG FREE PRESS

April 2, 1938.

Dispute Over Gold

Lillooet, B.C., April 2. (CP) — Controversy between white miners and Indians over gold-panning privileges in the Caribou interior spread Friday to the banks of the Fraser as rumors circulated here of a major gold strike on the banks of the Bridge river.

Indians on No. 1 reservation in Lillooet district ordered white miners to withdraw from the banks of the Fraser river, where it runs through the reserve. About 20 miners have already been driven from a reservation on the Bridge river. Reportedly the scene of one of the richest discoveries of free gold since the famous Caribou gold rush of 80-odd years ago.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Controversy Between Miners and Indians Spreading

FRASER RIVER GOLD PANNERS HEAR PROTEST

British Columbia Mines Department Investigates Gold Strike Report

LILLOOET, B.C., April 25—Controversy between white miners and Indians over gold-panning privileges in the Cariboo interior spread Friday to the banks of the Fraser as rumors circulated here of a major gold strike on the banks of the Bridge River.

Indians of No. 1 reservation in Lillooet district ordered white miners to withdraw from the banks of the Fraser river where it runs through the reserve. About 20 miners have already been driven from a reservation on the Bridge river, reportedly the scene of one of the richest discoveries of free gold since the famous Cariboo gold rush of 70-odd years ago.

BANK DEPOSITS

The British Columbia mines department at Victoria said it had no information on the reported find, but would investigate. The rumors current here said several persons had made large bank deposits as a result of gold-panning operations along the Bridge river.

Possibility the Indians might not be successful in evicting whites from the Fraser river reservation was seen by Lillooet lawyers. They claimed Indians had no rights over navigable waters.

NAVIGABLE STREAM

The Fraser river is listed as a navigable stream, but the Bridge river is not.

Gold panning along the Bridge river has continued for about 70 years, and so far as is known, the present dispute is the first of its kind. Hundreds of small operators have lived in shacks all along the Fraser, Thompson and Bridge rivers, all of which carry alluvial gold in varying quantities.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Edmonton Bulletin 2/4/38

Indians Evict White Miners

By Canadian Press

LILLOOET, April 1.—The Redman turned the tables on his white brothers.

He told them where to go and they went—off the Indian reservation in this Cariboo district, where they had been placer mining.

Tuesday night, nine of the 50 odd white men and Chinese evicted from gold panning along the Bridge River where it flows through the reservation, planned to apply for relief.

Exceptionally low water this year brought additional prospectors. The Indians claim they have sole rights to the gold bearing sands of the reservation, and had the others evicted as trespassers.

At Victoria, the British Columbia Department of Mines said that mining on reserves is permitted providing it does not interfere with the Indians and that permission is first obtained from the local Indian agent.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Prince Albert Herald, 2/4/38.

Indians and Whites Quarrel Over Gold-Panning Privileges

LILLOOET, B.C., April 2.-(P)-Controversy between White miners and Indians over gold-panning privileges in the Cariboo interior spread yesterday to the banks of the Fraser as rumors circulated here of a major gold strike on the banks of the Bridge river.

Indians on No. 1 reservation in Lillooet district ordered White miners to withdraw from the banks of the Fraser river where it runs through the reserve. About 20 miners have already been driven from a reservation on the Bridge river, reportedly the scene of one of the richest discoveries of free gold since the famous Cariboo gold rush of 70-odd years ago.

The British Columbia mines department at Victoria said it had no information on the reported find, but would investigate. The rumors current here said several persons had made large bank deposits, as a result of gold-panning operations along the Bridge river.

Possibility the Indians might not be successful in evicting Whites from the Fraser river reservation was seen by Lillooet lawyers. They claimed Indians had no rights over navigable waters.

The Fraser river is listed as a navigable stream, but the Bridge river is not.

Gold panning along the Bridge river has continued for about 70 years, and so far as is known, the present dispute is the first of its kind. Hundreds of small operators have lived in shacks all along the Fraser, Thompson and Bridge rivers, all of which carry alluvial gold in varying quantities.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Winnipeg Tribune 4/4/38.

White Gold Miners Driven From Lillooet Indian Land

Rumors Say Bridge River Gravel Richest Ever Found in Cariboo

LILLOOET, B.C. (CP)—White miners were driven from Indian Reservation property here today amid rumors that the trouble between the whites and natives had been caused by discovery on the Bridge River of the richest gold-bearing gravel ever found in the Cariboo district.

Albert Anderson, one of the 20 white miners evicted from the banks of the Bridge River where it runs through the reservation, banked $350 in Lillooet a few days before the trouble came to a head.

An unidentified half-breed deposited $1,000 — and it was claimed the bank credit was given for river gold. The Michel brothers, Indians of nearby Moha, have been banking gold all winter.

APPOINTED BY AGENT

Action of the Indians in evicting the white men and Chinese was approved by Indian Agent Alex Strang of Lytton, B.C., who attended a meeting of the Bridge River tribe to discuss the situation. Mr. Strang told the meeting that miners prospecting on Indian reserves or conducting mining operations there must have a permit from the Department of Indian Affairs.

The 20 ejected miners held no such permits, Mr. Strang said.

The two mining companies operating on the reserve hold permits, and will be premitted to proceed with preparations. When they begin to produce compensation will be made to the Indians for any metal recovered.

INDIANS OWN BUILDINGS

The meeting discussed disposal of buildings and equipment of a

(Turn to Page 2, Col. 3)

with for 70 years. Hundreds of small operators have lived in shacks along the Fraser, Thompson and Bridge Rivers, which are known to carry alluvial gold.

In Victoria today the B.C. Department of Mines said it had no report of any spectacular gold find in the Bridge River area. Officials said the reports would be investigated.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN LAND

(Continued from Page 1)

placer operation on the river promoted by Major John C. Hartley, slain in Mexico last year by bandits.

The Indian agent ruled the abandoned buildings of the operation should become the property of the Indians, but that the machinery must be left intact for disposal by the white owners.

Possibility of further trouble for white miners developed at Reserve No. 1 on the Fraser River some miles below the junction of the Fraser and Bridge Rivers. Indians there began to order white miners from river bars fronting their reserve.

More than a score of Lillooet residents conducting small-scale mining operations there will be forced to obtain permits or vacate the property.

Legal opinion in Lillooet, however, suggests the Indians may have no right to force evictions at Reserve No. 1, claiming they have no rights over frontage on navigable waters.

The Bridge River is not considered navigable, so all the river passing through the Indian reserve there is the property of the Indians.

CROSSING OF RESERVE

Lawyers expressed the opinion that Indians on Reserve No. 1 could prohibit white miners from crossing the reserve ground to reach their diggings, and could refuse camping sites or use of firewood or water from reserve property unless a permit were obtained.

In the Bridge River dispute, a new angle developed when James Adolph, son of the chief of the Fountain Tribe, continued to dig for gold within the limits of Bridge River Reserve. He has stubbornly refusd to move, although technically he has no more right to mine on the reserve than any white man.

Indian Agent Strang has ordered he must move.

Chief sufferers from the dispute are Lillooet merchants, whose business has been curtailed by stoppage of mining.

Gold panning on the Bridge River has not been interfered with for 70 years. Hundreds of small operators have lived in shacks along the Fraser, Thompson and Bridge Rivers, which are known to carry alluvial gold.

In Victoria today the B.C. Department of Mines said it had no report of any spectacular gold find in the Bridge River area. Officials said the reports would be investigated.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18165-60

Edmonton Journal 2/4/38

Rich Gold Find Said Trouble Cause

LILLOOET, B.C., April 2—White miners were driven from Indian reservation property here Friday amid widespread rumors that the trouble between the whites and natives was caused by discovery on the Bridge river of the richest gold bearing gravel ever found in the Cariboo district.

Albert Anderson, one of the 20 white miners evicted from banks of the Bridge river where it runs through the reservation, banked $350 in Lillooet a few days before the trouble came to a head.

An unidentified half-breed deposited $1,000—and it was claimed the bank credit was given for river gold. The Michel brothers, Indians of nearby Moha, have been banking gold all winter.

Action of the Indians in evicting the whites and Chinese was approved by Indian Agent Strang of Lytton, B.C. Mr. Strang told a meeting that miners prospecting on Indian reserves or conducting mining operations they must have a permit from the department of Indian affairs. The 20 ejected miners held no such permits, Strang said.

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Dr. McGill
Mr. McLinch
18165-60

Montreal Daily Star 2/4/38

Indians Drive White Miners From Strike On Fraser River

LILLOOET, B.C., April 2—(C.P.)—Controversy between white miners and Indians over gold-panning privileges in the Cariboo interior spread yesterday to the banks of the Fraser as rumors circulated here of a major gold strike on the banks of the Bridge River.

Indians on No. 1 Reservation in Lillooet District ordered white miners to wirthdraw from the banks of the Fraser River where it runs through the reserve. About 20 miners have already been driven from a reservation on the Bridge River, said to be the scene of one of the richest discoveries of free gold since the famous Cariboo gold rush of 70-odd years ago.

The British Columbia Mines Department at Victoria said it had no information on the reported find, but would investigate. The rumors current here said several persons had made large bank deposits, as a result of gold-panning operations along the Bridge River.

Possibility the Indians might not be successful in evicting whites from the Fraser River Reservation was seen by Lillooet lawyers. They claimed Indians had no rights over navigable waters. The Fraser River is listed as a navigable stream, but the Bridge River is not.

Gold panning along the Bridge River has continued for about 70 years, and so far as is known, the present dispute is the first of its kind. Hundreds of small operators have lived in shacks all along the Fraser, Thompson and Bridge rivers, all of which carry alluvial gold in varying quantities.

R

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

PUBLIC ARCHIVES
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18165-60 VOL.2

CLOSED

FROM 23/4/34

TO 12/4/38

Indian Affairs. (RG 10, Volume 7640, File 18165-60 Pt.2)

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Indian Affairs
Headquarters Files

(RG 10, Volume 7640)

File 18165-60	1	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1923 - 1934
File 18165-60	2	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1934 - 1938
File 18168-41		Skeena Agency - Correspondence regarding mining on the Wityimagon Reserve. 1914-1919
File 18169-14		Nicola Agency - Correspondence regarding mining on the various reserves in the agency. 1891 - 1933

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

No. 18168-41

Department of Indian Affairs

19.....

SKEENA

MINING

WITZIMAGON RES. NO. 25

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

NASS AGENCY,

METLAKATLA, B.C.,

IN YOUR REPLY REFER TO
No. 228.
ALSO
TO DATE OF THIS LETTER.

February 10th, 1914.

455576

LANDS BRANCH FEB 10 1914

Sir,—

I beg to inform you that the Indians of Kincolith, Naas River, have reported to me that the Granby Consolidated Mining, Smelter & Power Co. Ltd., of Anyox, B.C. have sent twnety men under a foreman to remove valuable copper and silver ores from the Witzimagon Indian Reserve No. 25; that a considerable quantity of ore has already been taken by tug and scow to the Company's smelter; and that the men are at present operating with machine drills etc.

I have today sent a telegram to the Company, as follows:

"The Kincolith Indians have reported to me that your firm is causing ore to be removed from the Witzimagon Indian Reserve, and is thereby trespassing on the reserve. This is to request you to cease operations immediately, pending permission from the Superintendent General of Indian Affairs to resume the work.

Charles Clifton Perry.
Indian Agent.

The reserve mentioned is situated at a distance of 140 miles from Metlakatla, and I go thither tomorrow morning, weather permitting, by gasolene launch, to ascertain the extent of the damage already done.

In view of the possession by me of a sample of the ore taken from the scow as it left the reserve, I would ask permission to have the ore assayed so that I may know the values per ton on which to base a claim against the Company.

I may add that it was this Company which was assessed about five hundred dollars, and paid the amount for timber which was taken last year from the Ktsinet Reserve, as compensation to the Kincolith Band.

Your obedient servant,
Charles Clifton Perry
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455,576.

Ottawa, February 20, 1914.

Sir,-

I beg to acknowledge the receipt of your letter of the 10th instant, in regard to trespassing on the Witzimagon Indian reserve, No. 25, and in reply to say that you may have an assay made of the ore, as proposed.

Your obedient Servant,

J. D. McLEAN

Asst. Deputy and Secretary.

Charles Clifton Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THE GRANBY CONSOLIDATED MINING, SMELTING AND POWER COMPANY, LIMITED.

ANYOX, B.C.

February 12th, 1914.

Mr. C. C. Perry.
Indian Agent,
Metlakatla, B.C.

Dear Sir,

Having reference to the matter of your visit to the Witzimagon Indian Reserve No.25 to look after the interests of the Indians there, I desire to state that any interference with the reserve by the Company's men was contrary to my instructions. I was quite aware that Witzimagon is an Indian Reserve and, when sending the men, told the foreman that operations should commence below high water mark for the reason that I then believed the Indians to have no claim whatever to any foreshore below high water mark.

In the event of a discovery during operations of any lead which may enter the reserve above high water level, I had purposed making application to your department for the privilege of prospecting on the reserve.

I would further state that for present needs in making preliminary arrangements for permanent smelter operations, I needed 250 tons of low grade ore with high percentage of clear silica and this foreshore rock suiting the company's needs I proceeded to work the same and had 167 tons conveyed to the smelter. Then your telegram was received and we stopped operations immediately.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

In behalf of the company I regret that the men appear to have drilled the rock formation immediately above high water level. We are willing to have the rock assayed and to pay for any damage at assay values, if there are any, if this will be a satisfactory solution. I would further ask for permission to remove from the lead which we now find to enter the reserve a further 100 tons of rock. For this privilege we will be willing to pay at assay values, should your department approve. Your department would oblige us greatly by kindly consenting to this arrangement.

Should we obtain permission to remove a further 100 tons and in the course of operations discover that a more valuable mining property exists in a wider vein, we may be in a position to purchase the ore in bulk from the Indians, as their property is in close proximity to our smelter and therefore more valuable to the Indians and ourselves, than were the smelter at a greater distance which position would make what may be shown in the lead of little value to the Indians as a result of consequent transportation expense to them.

Yours faithfully,

W A Williams

SUPERINTENDENT OF SMELTERS.

456638

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THE GRANBY CONSOLIDATED MINING, SMELTING AND POWER COMPANY, LIMITED.

ANYOX, B.C.

450338

February 12th, 1914.

AFFIDAVIT

I W.A.Williams, Superintendent of Smelters, acting in behalf of the Granby Consolidated Mining Smelting & Power Co.Ltd., of Anyox,B.C. do hereby take oath and swear that the amount of ore taken from the Witzimagon Indian reserve, No.25, of the Nass River Indians and shipped to the said Company's smelter, does not exceed 167 tons and that the said ore was taken from the foreshore between high and low water levels.

Signed W.A.Williams

SUPERINTENDENT OF SMELTERS.

Sworn before me this 12th day of February, 1914, at Anyox, B.C.

Charles Clifford Perry

INDIAN AGENT.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

45-5-5-76

INDIAN AGENT'S OFFICE,

ENCLOSURES. (2)

NASS AGENCY,

METLAKATLA, B.C.,

IN YOUR REPLY REFER TO
No. 228.
ALSO
TO DATE OF THIS LETTER.

February 18th, 1914.

456338

Sir,—

I reported to you by letter dated the 10th instant, that I was about to leave for Anyox, to investigate reports of the Kincolith Indians to the effect that the Granby Consolidated Mining, Smelter & Power Company, Ltd. had caused certain ore to be removed from the Witzimagon Indian Reserve, No. 25.

I proceeded to Anyox on the 11th, arriving on the 12th instant. I interviewed the Superintendent of Smelters, W.A. Williams, Esqr., whom I accompanied in the Company's launch to the reserve mentioned. I found that some blasting had been done along the reserve foreshore, and a slight encroachment had been made on the reserve proper, but not sufficient to do any actual damage to the reserve.

The principal damage done is the removal by the Company of 167 tons (See affadavit to this effect herewith) of ore having high percentage of silica which is considered of low value and was required by the Company for "blowing in" the smelter preparatory to regular smelting operations.

A letter, of which a copy is herewith enclosed has been written by the Superintendent, explaining fully the case from the Company's point of view. In this, the Company has intimated its willingness to compensate the Indians and satisfy the claims of the Department in the matter.

I believe Mr. Williams to be sincere in his statements. At the same time, in my opinion, the Company should be expected to respect the claims of the Indians and the Department, especially in view of the fact that about a year ago timber compensation was demanded from the Company and duly paid.

I would

The Secretary
Dept. of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

KODAK SAFETY FILM

456338

suggest, as I did in my letter to you of the 10th instant, that a sample of the ore be assayed, and that the tonnage of ore taken from the reserve be charged against the Company on an assay valuation basis. Should the assay prove the ore to be of little commercial value, it would seem reasonable to me to levy a charge of say one dollar per ton against the Company, in addition to prosecuting under section 127, sub-section (c), Indian Act, which provides for a penalty of twenty dollars in addition to the costs of prosecution. This, I think will satisfy all reasonable claims in proportion to the extent of the damage done, and violation of the law.

I shall await your instructions in this matter.

I have the honor to be,

Sir,

Your obedient servant,

Charles Stephen Perry.

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

455576

INDIAN AGENT'S OFFICE,

NASS AGENCY,

METLAKATLA, B.C.,

AGENT OF INDIAN AFFAIRS MAR 2 1914

IN YOUR REPLY REFER TO
No. 228.
ALSO
TO DATE OF THIS LETTER.

February 18th, 1914.

Sir,—

456332

LIBRARY MAR 4

With further reference to the matter of my letter to you of even date, enclosing a communication concerning trespass on the part of the Granby Consolidated Mining, Power & Smelter Company, Ltd., of Anyox, B.C., on the Witzimagon Indian Reserve, No. 25, it is noticed that in the letter referred to, the Company has asked for the privelege of removing a further 100 tons of ore from the reserve.

If it is possible at the present time to render any assistance to the Company in its commencement of operations at the smelter, I would recommend that this be done. The development of the Anyox smelter work will undoubtedly lead to a demand for good ore by the Company, and if permission can be afforded the Company to remove additional ore (provided this be paid for and the Indians satisfied), operations to a limited degree may expose a lead of really good ore which, if sold might yield a substantial profit to the Indians in the near future.

If the assay suggested be made, and the result corroborates the statement made by the Company concerning the quality of the ore already removed, the contention of the Company that a good quality of ore might be discovered by opening up the surface rock is, in my opinion, worthy of consideration; for in this way the Indians could obtain information as to the actual value of their reserve holding at Witzimagon, which information secured at the expense of the Indians or the Department would represent a considerable sum of money

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

456332

(2)

in drilling, blasting, etc.; and an advance step be thus made in the profitable development of an island of 950 acres, which has been of little use to the Indians for other purposes for many generations, and which might otherwise have lain idle for many generations to come.

In view of the fact that the Company has expressed its willingness to pay for the rock which they desire to remove, at assay valuations, I cannot see but that permission to the Company would be in the best interests of the Indians.

I have the honor to be,

Sir,

Your obedient servant,

Chas. Clifton Perry.

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455576.

Ottawa, March 9, 1914.

Sir,

I beg to acknowledge receipt of your letters of the 18th. ult. dealing with the trespass by the Granby Consolidated Mining, Power & Smelter Company, Ltd. of Anyox, B. C. on the Witzimagon Indian Reserve and reporting the desire of the Company to be given the privilege of removing a further 100 tons of ore from the reserve.

In view of the representations made, and as the ore is to be taken from the foreshore and would have the effect of determining as to the value of the ore on the reserve, it is considered that in so far as the interest of this Department is concerned, that there would be no objection to an arrangement being made by you for the removal of the additional quantity required upon payment of what may be established later to be the value of the ore taken, in addition to payments for the 167 tons which have already been removed.

Your obedient Servant,

~~W. A. Orr~~ Duncan C. Scott

Deputy Supt. General Indian Affairs

C. C. Perry, Esq.,

Indian Agent,

METLAKATLA, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

Fiscal Year 1914/1915.

Voucher No. 420 Vote No B-6

GOVERNMENT OF THE DOMINION OF CANADA.

DEPARTMENT OF INDIAN AFFAIRS, BRITISH COLUMBIA.

Nass AGENCY.

To J.O'Sullivan, Richard Street, Vancouver, B.C.

DATE.	DETAIL.	AMOUNT	
April 4th	To Assaying Sample of Ore, taken under trespass by the Granby Consolidated Mining, Smelting and Power Company, of Anyox, B.C.; and assay authorized by letter No. 455,576, February 20th, 1914.	7	00
	(Certificate of Assay hereto attached).		
	640 Sent July 6/14 JNS		
		$ 7	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 all the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Charles C. Perry

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

PHONE SEY. 2117

ASSAY OFFICE AND LABORATORY
ROOMS 307, 308 AND 309, ARTS AND CRAFTS BUILDING
578 SEYMOUR STREET
VANCOUVER, B.C.

P. O. BOX 115

Department of Indian Affairs, Ottawa Apl. 4 1914.

Dr. to Chas. C. Perry

Metlakatla, B.C.

Duplicate

IN ACCOUNT WITH

J. O'Sullivan, F.C.S., Etc.

PROVINCIAL ASSAYER
BY EXAMINATION

Analytical Chemist and Metallurgist

TERMS: CASH IN ADVANCE

ASSAYER FOR 26 YEARS WITH
MESSRS. VIVIAN & SONS, SWANSEA

To Assay of Gold, Silver, Copper Lead + zinc	$7	00

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

Established 1897
Highest References

PHONE, SEY. 2117
RES. PHONE, SEY. 517
P. O. BOX 115

J. O'SULLIVAN, F. C. S., ETC. (LONDON)

ASSAYER, ANALYTICAL CHEMIST AND METALLURGIST.

Triplicate

ASSAYER FOR 26 YEARS WITH MESSRS. VIVIAN & SONS, SWANSEA

PROVINCIAL ASSAYER AND CHEMIST BY EXAMINATION

Assay Office and Chemical Laboratory: Third Floor, 307, 308 and 309 Arts and Crafts Building. 578 Seymour Street

Part of Sample is retained for future reference.

Vancouver, B. C., April 4th 1914.

Certificate of Assay of One large Sample of Ore

received from Mr Chas C. Perry, Indian Agent.

MARK	GOLD ozs. per ton	VALUE per ton $	SILVER ozs. per ton	VALUE per ton $	COPPER per cent.	VALUE per ton $	LEAD per cent.	VALUE per ton $	ZINC per cent.	IRON per cent.	NICKEL per cent.	GROSS VALUE per ton 2000 lbs. $
	0.20	4 00	35.0	20 30	0.5		0.6		Trace.			24.30

16½ tons of this ore would be worth approximately ~~$405.81~~ $4058.10

Gold Calculated at $20.00 *per oz.*

Silver " " 0.58 "

Copper Calculated at ..... *per lb.*

Lead " " ..... "

J. O'Sullivan, F.C.S.

Provincial Assayer.

PROVINCIAL ASSAYER OF BRITISH COLUMBIA
BY EXAMINATION

ASSAYER FOR 25 YEARS WITH
MESSRS VIVIAN & SONS, SWANSEA
HIGHEST REFERENCES

J. O'Sullivan, F.C.S., Etc.

ASSAYER (LONDON)

Analytical Chemist and Metallurgist

ASSAY OFFICE AND CHEMICAL LABORATORY
ARTS AND CRAFTS BUILDING
578 SEYMOUR STREET

P.O. BOX 115
TELEPHONE, SEYMOUR 2117

CABLE ADDRESS: "SEASWAN"
CODES { MOREING & NEAL
BEDFORD McNEILL

Vancouver, B.C. Apl. 21st 1914.

Chas. C. Perry, Esq.,
Indian Agent
Metlakatla, B.C.

Dear Sir,

In response to your request I have amended the (triplicate) Certificate of assay, showing the gross value per ton, & the approximate value of 167 tons of the ore assayed. — The small Copper & Lead values would not be paid for by the Smelter. —

Yours faithfully
J. O'Sullivan.

P.S. Amended Certificate returned herewith. J.O'S.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

PROVINCIAL ASSAYER OF BRITISH COLUMBIA
BY EXAMINATION

ASSAYER FOR 26 YEARS WITH
MESSRS VIVIAN & SONS, SWANSEA
HIGHEST REFERENCES

J. O'Sullivan, F.C.S., Etc.
ASSAYER (LONDON)
Analytical Chemist and Metallurgist

ASSAY OFFICE AND CHEMICAL LABORATORY
ARTS AND CRAFTS BUILDING
578 SEYMOUR STREET

P.O. BOX 115
TELEPHONE, SEYMOUR 2117

CABLE ADDRESS: "SEASWAN"
CODES { MOREING & NEAL
BEDFORD McNEILL

Vancouver, B.C. May 5. 1914.

Chas. C. Perry, Esq.,
Indian Agent,
Metlakatla, B.C.

Dear Sir,
Herewith return Certificates duly corrected. —

Apologizing for error, caused by inadvertently ~~at~~ misplacing the decimal point, —

Yours faithfully
J. O'Sullivan

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DECLARATION.

I, William Moore, Indian of the Kincolith Band of Indians, Naas River, B.C. being fully cognizant of the nature of an oath, hereby take oath and declare that the sample of ore rock placed in the hands of Indian Agent C.C. Perry, at Metlakatla, B.C. on the tenth day of February last, by me in behalf of the Kincolith Indian Council, was taken from a body of ore, being a portion thereof, removed from the Witzimagon Indian Reserve No. 25, of the Naas River Indians by the Granby Consolidated Mining, Power and Smelter Company, Limited, of Anyox, B.C., by scow.

I further declare that the said sample of ore was thus removed by me in the presence of witnesses, from the said scow as the latter was being towed from the said Indian Reserve by power boat, to the said Company's smelter.

Wm. H. Moore

As to the signature
William Moore, taken
before me as responsible
for the said declaration

... J. Maxwell Collison J.P.

Justice of the Peace for the Province of British Columbia.

Sworn at Kincolith, Naas River, B.C.

this 15 day of May, 1914.

437656

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Anyox, B. C.
May 22nd 1914

To Whom it May Concern,

The amount of quartz taken between high and low water along the shore of the "Witsimagon Indian Reserve near Anyox B. C. was 164.65 tons (Weighed on Fairbanks-Morse scale. The method of the sampling of quartz was as follows:- Every tenth tub of quartz landed at thedock was reserved as a sample and these combined tenth portions were put through the Granby's CO's automatic sampler which yields an accurate sample of the whole.

The enclosed certificate represents the assay findings.

A. J. Bone
Smelter Supt. Anyox Plant.
Granby C. M. S. & P. Co.

Sworn before me at Anyox in the Province of British Columbia this 22nd. day of May A. D. 1914

Ed Hyde. J.P.

A commissioner for taking affidavits within British Columbia. A. Notary Public for and within the Province of British Columbia. Justice of the Peace.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

FORM 124

GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., Limi

CERTIFICATE OF ASSAY

ANYOX, B.C. Mar. 27

MR. A. J. Bone. YOUR SAMPLES ASSAY AS FOLLOWS:

DESCRIPTION	% COPPER WET	OZ. PER TON SILVER	OZ. PER TON GOLD	% SILICA	% IRON	% LIME	% SULPHUR	%
Indian Quartz Lot 9	0.1	9.8	0.16	93.3				

Duplicate

Wm J Hamilton
As

462655

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

IN YOUR REPLY REFER TO
No. 228.
ALSO
TO DATE OF THIS LETTER.

May 27th, 1914.

462656

Sir,—

With further reference to the matter of trespass at the Witzimagon Indian Reserve, I beg to make reference to the fact that I enclosed with Mr. Sullivan's Certificate of Assay, a declaration made on oath by William Moore, Indian of Kincolith, to the effect that the ore (as assayed by Mr. Sullivan) was taken from the Company's scow as the scow was being removed from the reserve.

I also beg to enclose herewith voucher No. 420, attached to which is Mr. Sullivan's account for $7.00 for making the assay.

July 6/14

I have the honor to be,

Sir,

Your obedient servant,

Charles Cecil Perry

Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

4-5-5-576

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

May 27th, 1914

IN YOUR REPLY REFER TO
No. 228.
ALSO
TO DATE OF THIS LETTER.

Sir,—

In reply to your letter of February 23rd last, No. 455,576, in which you gave me authority to have an assay made of the ore taken by the Granby Consolidated Mining, Smelter and Power Company, of Anyox, B.C., from the foreshore of the Witzimagon Indian Reserve No. 25, I have the honor to enclose herewith two Certificates of Assay. The first represents the sample taken at the time of the trespass, and was assayed by J. O'Sullivan, F.C.S., of Vancouver, and shows values as follows: Per ton: Gold 0.20 ozs; value $4.00; Silver 35.0 ozs, value $20.30; Copper, per cent 0.5 and lead 0.6 %, with a trace of zinc. The last three values would not be recognized at a smelter. Gold is calculated in this assay at $20.00 per oz, and silver 0.58 per oz. The gross approximate value of 167 tons of ore like the sample is $4,058.10, based upon a value per ton of $24.30.

Enclosed also is a Certificate of Assay showing the values of the ore as alleged to be found by the Company, and attested to on oath of the Smelter Superintendent, Mr. Bone. Attached to the Certificate is the instrument setting forth that every tenth tub of quartz landed at the Company's dock was reserved as a sample, and the combined tenth portions were put through the Granby Co.s automatic sampler, with the following results: Copper 0.1 %; silver 9.8 ozs per ton; gold 0.16 ozs per ton and silica 93.3 % per ton. It will also

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

RECOMMENDED FOR PAYMENT
APPROVED
ACCOUNTANT

DEPARTMENT OF INDIAN AFFAIRS JUN 6 1914

LANDS BRANCH JUN 6 1914

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

M

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER.

191

Sir,—

Re. Granby Smelting Co:

(2)

also be noticed on the face of the affadavit sworn by Mr. Bone that the amount taken by the Company, of ore, was 164.65 tons; whilst Mr. Williams, the Superintendent of Smelters, made an affadavit to the effect that the weight was 167 tons, in February last.

I visited Granby Bay Smelter on the 21st May, instant, and during an interview with Mr. Bone, was informed that samples could be selected that would show even a higher assay value than that shown by Mr. Sullivan. Mr. Bone further informed me that the value per ton as shown in his Company's assay would be in the neighbourhood of $9.50 (nine dollars and fifty cents) per ton.

I may further add that the Granby Consolidated Mining, Smelter and Power Company Ltd. has decided not to take advantage of the Department's permission given it to remove a further 100 tons of the ore, as similar ore has been found in just as convenient proximity to the smelter as that at Witzimagon.

When speaking to Mr. Bone on the matter of the ore values, he was of the opinion that the Department should make allowance to the Company from gross ore values for the labour in getting the ore away from the reserve.

I shall thank you to kindly advise me as to what action the Department wishes to have taken in this matter.

I have the honor to be,
Sir,
Your obedient servant,
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455,576.

Ottawa, June 8. 1914.

Sir,-

I beg to acknowledge the receipt of your letter of the 27th ultimo, No. 228, submitting assays of the ore taken from the fore-shore of the Witzimagon Indian reserve No. 25, B. C., and in reply to say that you should call upon the Company to pay the value of the 167 tons of ore taken away, namely, $4,058.10.

Your obedient Servant,

J. D. McLEAN

Assistant Deputy & Secretary.

Clifton C. Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455,576.

Ex'd

Ottawa, July 3, 1914.

Sir,-

Referring to your letter of the 27th of May last, No. 228, in regard to the value placed on the ore taken by the Granby Consolidated Mining, Smelter and Power Company from the Witzimagon Indian reserve, I beg to call attention to the large difference in the estimated value placed on the ore by the assayist for the Company and the certificate of assay by Mr. Sullivan, and as the Company considers that the charge being made for this ore is excessive, I have to request you to be good enough to report whether you consider that the Department should make an allowance to the Company from gross ore values for the labour in getting the ore away from the reserve, and if so, how much per ton.

Your obedient Servant,

[redacted]

Assistant Deputy & Secretary.

Clifton C. Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

Canadian Pacific Railway Company's Teleg

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.

J. McMILLAN, Gen. Supt., Winnipeg, Man.
J. F. RICHARDSON, Supt., Vancouver, B.C.
R. N. YOUNG, Supt., Calgary, Alta.
D. COONS, Supt., Moose Jaw, Sask.
E. M. PAYNE, Supt., Winnipeg, Man.
W. J. CAMP, Assistant Manager, Montreal, Que.
D. H. BOWEN, 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.

108. Ra. De. 20 Collect.

Vancouver, BC, July 9/14.

J. D. McLean, 464443

Acting Deputy Supt. Gen. Indian Affairs, Ottawa Ont.

Kindly send today to Agent Perry surrender forms for surrender of Witzimagon reserve number twenty five nass river agency.

355pm

Duncan C. Scott.

DEPARTMENT OF INDIAN AFFAIRS
JUL 10 1914

LANDS BRANCH
JUL 10 1914

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455,576.

Ex'd.

Ottawa, July 10, 1914.

Sir,-

I beg to inclose form of surrender, in duplicate, covering the Witzimagon Indian reserve, No. 25, which you are hereby authorized to submit to the Indians under and in accordance with the provisions of the Indian Act.

I am inclosing copy of instructions for your guidance in dealing with the matter.

Your obedient Servant,

W. D. McLEAN

Acting Deputy Superintendent General of Indian Affairs.

C. C. Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455-576

INDIAN AGENT'S OFFICE,

DEPARTMENT OF INDIAN AFFAIRS
JUL 25 1914

Nelakatla, B.C.,

July 14th, 1914.

IN YOUR REPLY REFER TO
No. 135.
ALSO
TO DATE OF THIS LETTER.

LANDS BRANCH
JUL 28 1914

ACCOUNTANT
JUL 28 1914
ACCOUNTS

Sir,—

In reply to your letter of the 3rd instant, touching the matter of the value placed on ore taken by the Granby Consolidated Mining, Smelter & Power Company, I beg to say that in view of your statement that the Company considers the charge which has been made by the Department excessive, I would incline to the acceptance by the Department of the estimated valuation placed upon the ore by the Company assayist, namely $8.88 per ton.

In this connection I beg to point out that I forwarded to the Department two affadavits: one first made by the Superintendent of Smelters (Mr. Williams) at the time of the trespass, and the other subsequently made by the Superintendent of the Granby Smelter at Anyox, (Mr. Bone), as to the quantity of the ore taken. The gross tonnage shown in these affadavits to have been taken by the Company do not agree. Should I collect on the basis of 167 tons as given by Mr. Williams, or 164.65 as represented by Mr. Bone?

I may add that I wrote you on May 27th, informing you that Mr. Bone had intimated that the value of the ore as found by the Smelter Assayist would, it was thought, be in the neighbourhood of $9.50 per ton. Since then, on June 10th I was informed by Mr. Bone that the value would be about $8.88 per ton. If instructed to collect on the basis of the Company's valuation

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
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CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER.

191

(2)

Sir,—

valuation, I will secure from Mr. Bone an affadavit setting forth the pre cise value per ton.

Voucher No. 420, issued in favor of Mr. O'Sullivan, for the assay of the ore has not yet been dealt with by the Department. Mr. O'Sullivan has written requesting payment.

I have the honor to be,

Sir,

Your obedient servant,

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vancouver, B. C. July 11,1914.

The Granby Consolidated Mining, Smelting & Power Co.,
V A N C O U V E R, B. C.

Gentlemen:-

466503

You are hereby given authority under the terms and conditions expressed by this letter, to remove quartz from the Witzimagon Indian Reserve #25, Naas River. This permission is given in pursuance of a letter from the Hon. Sir Richard McBride addressed to me on July 10th, and also your letter of July 9th This privilege has been accorded upon evidence that the Indians are prepared to surrender this Reserve for sale, or to dispose of the quartz thereon. If upon investigation I find that they are unwilling to give a legal surrender, the permission to remove the material will be withdrawn, and settlement must be made by your Company for the quantity removed. I will see Indian Agent Perry, probably on Friday of next week, and will discuss with him the whole question, and the suggestions made in your letter of the 9th inst.

Your obedient servant,

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

Vancouver, B. C. July 11,1914.

The Granby Consolidated Mining, Smelting & Power Co.,

V A N C O U V E R, B. C.

Gentlemen:-

You are hereby given authority under the terms and conditions expressed by this letter, to remove quartz from the Witzimagon Indian Reserve #25, Haas River. This permission is given in pursuance of a letter from the Hon. Sir Richard McBride addressed to me on July 10th, and also your letter of July 9th This privilege has been accorded upon evidence that the Indians are prepared to surrender this Reserve for sale, or to dispose of the quartz thereon. If upon investigation I find that they are unwilling to give a legal surrender, the permission to remove the material will be withdrawn, and settlement must be made by your Company for the quantity removed. I will see Indian Agent Perry, probably on Friday of next week, and will discuss with him the whole question, and the suggestions made in your letter of the 9th inst.

Your obedient servant,

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., LIMITED

OFFICE OF
GENERAL MANAGER

VANCOUVER, B.C.

July 9th, 1914.

466503

Dear Sir:

Referring to the matter of purchase of Witzimagon Reserve #25, held by the Nass Indians; we have had some correspondence with them through Archdeacon Collison and Chief A. L. Allen, in which they have submitted these lands for purchase, though as yet they have not named any terms, but we will be glad to meet them on any equitable basis which may be arranged, especially so if such arrangements will contemplate the quarrying of certain quartz rock which is available from this property.

We wouldprefer that any arrangementma made between us for the purchase should be for the acquisition of all their rights and titles to the property. If there is to be delay in completing these arrangements we would appreciate permission to quarry quartz rock from this property, and will be quite willing to meet any terms of a just settlement for this rock, should it develop in treating or using the rock in our furnaces that there is any value therein, and in using it we would run the rock through our sampling mill, preserving a portion of the sample taken, for your disposition in getting an outside assay of it, if you wish. If such an arrangement is made, it might be well for you to appoint an inspector to supervise the taking of the rock and its subsequent sampling, and if you wish

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., LIMITED

To Duncan C. Scott, SHEET No. 2

7-9-14

us to do so, we will meet the expenses of such an inspector.

We beg to assure you that we will appreciate your good offices in connection with this matter, and that we will work with you in any way we can.

Very truly yours,

F. M. Sylvester

General Manager.

To
The Hon. Duncan C. Scott,
Deputy Minister General of Indian Affairs,
Ottawa, Ontario.

FMS-R

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

T. D. FORM 2 B

Canadian Pacific Railway Company's Telegraph

452576

READ THE NOTICE AND AGREEMENT ON THE BACK

J. McMILLAN, Gen. Supt., Winnipeg, Man.
J. F. RICHARDSON, Supt., Vancouver, B.C.
R. A. YOUNG, Supt., Calgary, Alta.
D. COONS, Supt., Moose Jaw, Sask.
W. M. PAYNE, Supt., Winnipeg, Man.
W. J. CAMP, Assistant Manager, Montreal, Que.
D. H. BOWEN, Supt., Sudbury, Ont.
W. MARSHALL, Supt., Toronto, Ont.
F. J. MAHON, Supt., Montreal, Que.
W. M. GODSOE, Supt., St. John, N.B.
JAS. HENDRIE, Manager Telegraphs, Montreal

DEPARTMENT OF INDIAN AFFAIRS
AUG 24 1914

Sent No.	Sent by	Rec'd by	Time Sent	Time Filed	Charges
					Collect.

Send the following Message, subject to the terms printed on the back hereof, which are hereby agreed to:

Vancouver, B. C.,
July 9th, 1914.

J. D. McLean,
Acting Deputy Sup't Gen. Indian Affairs,
Ottawa, Ontario.

466503

Kindly send today to Agent Perry surrender forms for surrender of Witzimagon Reserve Number twenty five, Nass River Agency.

Duncan C. Scott.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

PRIME MINISTER

PROVINCE OF BRITISH COLUMBIA

VICTORIA
July 10, 1914.

Duncan C. Scott, Esq.,
Deputy Superintendent General of Indian Affairs,
Ottawa, Ontario.

466503

Dear Sir:

Mr. F. M. Sylvester, General Manager of the Granby Consolidated Mining, Smelting and Power Company, Limited, has requested that the Provincial Government co-operate with you in the procuration for his Company from the Nass River Indians of the Witzimagon Indian Reserve No. 25, across Granby Bay from the smelting plant. It appears that you have given the assurance that you are prepared to make every effort consistent with the laws and statutes governing the administration of Indian affairs to have a release from the Indians secured, but that preliminary to the necessary negotiations you are anxious to have the concurrence of the local government on what may be undertaken. In view of the urgency of the case, and having in mind the great importance to Northern British Columbia of the profitable operation

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

of Granby's works, I am prepared to advise you today that there will be no objection offered from this quarter to what you propose to do. This statement, however, is without prejudice to the position taken by the Province in respect to all Indian reserves in British Columbia and with the understanding that the Granby Company will be prepared, whenever it may be called upon, to make good to the Province whatever amount may be considered to be the value of the Provincial interests after a proper valuation is had. In the event later on of the Company's programme of development necessitating provincial mineral claim titles, the provisions of our local statutes would have to be complied with.

I have the honour to be,

Sir,

Your obedient servant,

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

T. D. FORM 2 B

Canadian Pacific Railway Company's Telegraph

READ THE NOTICE AND AGREEMENT ON THE BACK

J. McMILLAN, Gen. Supt., Winnipeg, Man.
J. F. RICHARDSON, Supt., Vancouver, B.C.
R. N. YOUNG, Supt., Calgary, Alta.
D. COONS, Supt., Moose Jaw, Sask.
E. M. PAYNE, Supt., Winnipeg, Man.
W. J. CAMP, Assistant Manager, Montreal, Que.
D. H. BOWEN, 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.

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:

Vancouver, B. C. July 11'14

466503

Mr. C. C. Perry,
Indian Agent,
Prince Rupert, B.C.

I have given permission to the Granby Consolidated Mining Company to remove quartz from the Witzimagon Reserve subject to certain conditions and legal surrender by Indians. Will discuss this matter with you fully on Friday next week.

DUNCAN C. SCOTT

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

465707 455-576

Nanoleth
Nass M
Nth. W.T.
B.C.
Aug 2

DEPARTMENT OF INDIAN AFFAIRS
AUG 4 1914

File 18168-41

To
The the Superintendent
General of Indian
affairs.
Ottawa.

Sir

and dear Sir.

We the Chiefs, Council and members of the Nanoleth Band or Tribe of Indians draw to lay our request before you.

It is in regard to one of our reserves which was set apart as a special reserve for us by the late P. O'Reilly Indian Reserve Commissioner.

When we asked for and received this reserve Witzimagon we had no idea that the Granby Mining and Smelting Co. would be coming to build their Smelter close to our Reserve.

And as they are anxious to blast and carry off the mineral Rock on our reserve and have informed us that they desire to purchase it we have agreed together in public Meeting assembled to surrender and sell the said Reserve with your approval.

The Manager R.M. Sylvester Esq. has informed us that he has seen the Hon Duncan C Scott Deputy Superintendent of Indian affairs who informed him that it would be necessary first that we should release title to the reserve through the Local Agent at Metlakatla

We therefore beg that you will be good enough to instruct Indian Agent Perry to fix and preside at a meeting for this purpose in accordance with the Indian Act Chapt 43. Sect. 39.

We would further beg to inform you that we are greatly in need of funds to enable

DEPT. OF INDIAN AFFAIRS
AUG 10 1914
SURVEYS

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ses to improve our town of Kincolith
We require a small saw mill to provide
lumber for our buildings and streets
and wharfs. also to enable us to build
our boats and lumcha
And we stand greatly in need of a
water supply which if we had the
means we would bring into our
settlement. and we also greatly need
a way to lighten our town at night.
All this and much more we hope to
be able to do if we can obtain suppiant
funds from the sale of this reserve to
the Pauly Company.
For this reason we beg to petition your
help and approval for which we
shall be grateful and we remain
Hond Dear Sir yours very truly, Obedently.

Signed A. L. Allen
Chief Councillor.
for Kincolith Band.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

466205

455576

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

IN YOUR REPLY, REFER TO
No. 228
ALSO
TO DATE OF THIS LETTER.

July 29th, 1914

Sir,—

E.D.

DEPARTMENT OF INDIAN AFFAIRS
AUG 8 1914

I have the honor to inform you that, in accordance with your instructions by letter No.455,576, dated July 10th instant, I visited Kincolith Indian Reserve on the 27th instant, to meet the Indians (to whom I sent word at the various canneries where they are at present employed), and to take a surrender of the Witzimagon Indian Reserve, No.25.

I met the Chief Councillor, A. Allan, who with Venerable Archdeacon Collison, advised me that it was not convenient for the Indians to hold a meeting until August 8th proximo, for the reason that now is the time when salmon fishing is at its best and work is in full swing. To take the Indians from their employment would be a loss to both themselves and the cannery-men.

I will visit Kincolith for the purpose again on the date mentioned.

I have the honor to be,

Sir,

Your obedient servant,

Charles Cecil Perry

Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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Return to
Vol 6 8

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

455-3-76 F18168-41

DEPARTMENT OF INDIAN AFFAIRS
SEP 5 1914

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

August 27th, 1914.

IN YOUR REPLY REFER TO
No. 228.
ALSO
TO DATE OF THIS LETTER.

Rush
Sir,—

467368

I beg to inform you that the Indians of the Kincolith Band have requested me to write the Department to the effect that they are not agreeable to the removal of further quantities of ore from the Witzimagon Indian Reserve, unless the Granby Company is willing to pay for it at the rate of $8.88 per ton.

I arranged for a public meeting on the 8th instant, which was held; and on the 22nd I presided at a meeting of the Kincolith Council. At both meetings the Indians were agreed not to accept less than one hundred thousand dollars for the reserve. The Company has offered fifteen thousand.

On visiting the Naas river, I found that the Indians had been much agitated by a recent visit of Mr. O'Meara, their legal counsel. Among other things, Alfred Mc Kay, Indian of Lakkalzap stated that Mr. O'Meara had told the Indians that Mr. Scott (yourself) is no friend of the Indians, for while he (you) proposed to have the Government nominate and pay for counsel to represent the Indians in the Privy Council case, he (you) purposed to appraise the lands, if necessary to appraise it, at a valuation obtaining fifty years ago; also that it would well pay the Government to bear the expenses of counsel for the Indians on that basis. He further stated that Mr. O'Meara had advised the Indians to raise money themselves and nominate their own counsel. During my

Duncan C. Scott Esqr.,
Deputy Superintendent General of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
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CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER.

191

Sir,—

(2):

my negotiations for a surrender of the Witzimagon Reserve, I found it necessary to obtain from the several Naas River bands a list of their respective reserves, as I had noticed in the Schedule of Indian reserves that the Witzimagon Reserve was shown to belong to the "Kincolith and Naas River Indians", and the Kincolith Band had claimed it absolutely for themselves. In fact, all the reserves of the different bands are scheduled as belonging to the "Naas River Indians" and not to any particular Band. But since the visit of Mr.O'Meara, the Indians have refused to let me have the lists, which I asked for by circular letter and personally.

Mr.O'Meara had informed the Indians that he had received instructions from the Government to make known its proposals to the Indians. On this representation, he is said to have got Indians to accompany him to the Skeena river, to meet the Indians there.

There is no question that Mr.O'Meara has advised the Indians to hold out for a big price for the Witzimagon property.

I told the Indians that I would find out from you whether the Department was recognizing Mr.O'Meara as the mediator between itself and the Indians or not, as up to the present I have been led to believe that matters of official negotiation were dealt with between the Department, its agents and the Indians, without any fourth party interfering. I shall be glad to be informed if the Department intends to consult Mr.O'Meara in connection with the proposals now made for a

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER.

191

Sir,—

(3):

settlement of the Neishga Land Committee's agitation for recognition of ancestral rights.

I have been told that all my official correspondence relating to reserve land matters are perused by Mr.O'Meara, and that he dictates action or inaction as the case may be.

I would not find fault with Mr.O'Meara if he has advised the Indians not to sell at the price offered for the Witzimagon Reserve by the Granby Company, for I think the reserve to be worth far more than $15,000.00. I would not consider fifty thousand dollars an unreasonable price to ask, although I have not given my opinion to the Indians.

I have the honor to be,

Sir,

Your obedient servant,

Charles Cook Perry

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(12-4-10-6500)

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, September 5th, 1914.

The Granby Consolidated Mining Co.,
Vancouver, B.C.

Indian Agent Perry has reported that the Indians refuse to surrender their Witzimagen Reserve unless paid One Hundred Thousand Dollars, or at the rate of Eight Dollars and Eighty-eight cents per ton for ore taken. Under the terms of my letter of July eleventh I am compelled to request you not to remove any further quantities until some definite arrangement is made satisfactory to the Indians and the Company.

(Chg. Dep't I.A.

Duncan C. Scott.

Indian Affairs, (RG 10, Volume 7640, File 18168-41)

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CANADA

Mr La Rushe

Please see me

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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September 5th., 1914.

Sir,-

I have your letter of the 27th. ultimo stating that the Indians of the Kincolith Band were not agreeable to the removal of further quantities of ore from the Witzimagon reserve unless the Granby Company is willing to pay for it at the rate of $5.55 per ton. In view of this attitude of the Indians, I have sent the following telegram to the Granby Consolidated Mining Company:-

"Indian Agent Perry has reported that the Indians refuse to surrender their Witzimagon reserve unless paid One Hundred Thousand dollars, or at the rate of $5.55 per ton for ore taken. Under the terms of my letter of July 11th. I am compelled to request you not to remove any further quantities until some definite arrangement is made satisfactory to the Indians and the Company."

I have to request that you will see that no further ore is taken from the reserve.

I note what you say about Mr. O'Meara's activities. You can assure the Indians that he has received no instructions from the Government, and is not recognized in any way as an intermediary between the Indians and the Department.

Yours truly,

Duncan C. Scott

Deputy Superintendent General.

C. C. Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

455576

DEPARTMENT OF INDIAN AFFAIRS
SEP 8 1914

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

IN YOUR REPLY REFER TO
No. 228
ALSO
TO DATE OF THIS LETTER.

August 26th, 1914

EXD.

467555

Sir,—

With further reference to your instructions of July 10th, No. 455,576, to submit the question of the surrender of the Witzimagen Indian Reserve to the Kincolith Indians, I have the honor to inform you that the Kincolith Band of Indians will not consider the surrender at present for a less sum than one hundred thousand dollars ($100,000.00).

The price offered by the Granby Consolidated Mining Smelter and Power Company for the reserve is fifteen thousand dollars ($15,000.00). The offer was made to the Indians by Mr. Sylvester, the General Manager of the Company.

A public meeting of the Kincolith Indians was held on August 8th, and I met the Council on the 22nd instant, in this connection, at both of which meetings the Indians were agreed as to the terms mentioned above.

LANDS BRANCH
SEP 9 1914

I have the honor to be,
Sir,
Your obedient servant,
Charles Cate
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

b Anyox, B. C.,

September 24th, 1914.

My dear Mr. Perry:

The accompanying letter and agreement are self explanatory in the matter of settlement which we have reached today with the Chiefs in Council representing themselves and the Indians at Kincolith. It is possible that it will be necessary for you to call a meeting of the Indians at Kincolith in order to ratify this agreement. We trust, however, that this will follow in due course, and that eventually the matter will be approved by the proper officials of the Government at Ottawa.

Very sincerely yours,

To
Mr. C. C. Perry, Indian Agent,
Metlakatla, B. C.

FMS-R

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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ARCHIVES PUBLIQUES
CANADA

COPY.

Anyox, B. C.,

September 24th, 1914.

Mr. C. C. Perry,
Indian Agent,
Metlakatla, B. C.

Dear Sir:

We, the Chiefs in Council, of the Indians of the Nass River at Kincolith, under instructions from the Indians at a meeting held this week, have journeyed to Anyox to confer with the Officials of the Granby Company for the sale of the Witzimagon Reserve No. 25.

We have reached an agreement with the Granby Company to sell the Reserve as set forth in the agreement, which we have signed (a copy of which we are sending to you herewith) and ask that the Government of the Dominion of Canada will take such action as is necessary to approve of our wishes in this matter.

Very truly yours,

(Sgd) A. L. Allen

For the Chiefs in Council
and other signors of
Agreement herewith

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

C O P Y.

Anyox, B. C.,

September 24th, 1914.

Mr. C. C. Perry,
Indian Agent,
Metlakatla, B. C.

Dear Sir:

We, the Chiefs in Council, of the Indians of the Nass River at Kincolith, under instructions from the Indians at a meeting held this week, have journeyed to Anyox to confer with the Officials of the Granby Company for the sale of the Witzimagon Reserve No. 25.

We have reached an agreement with the Granby Company to sell the Reserve as set forth in the agreement, which we have signed (a copy of which we are sending to you herewith) and ask that the Government of the Dominion of Canada will take such action as is necessary to approve of our wishes in this matter.

Very truly yours,

(Sgd) A. L. Allen

For the Chiefs in Council
and other signors of
Agreement herewith

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

C O P Y.

THIS AGREEMENT, entered into at Anyox, B. C., this 24th day of September, 1914, by and between

The CHIEFS IN COUNCIL representing the INDIANS OF THE NASS RIVER, and more particularly that band living at Kincolith, Nass River, of the First Part,

and

The GRANBY CONSOLIDATED MINING, SMELTING & POWER COMPANY, LIMITED, of Vancouver, B. C., of the Second Part,

469010

WITNESSETH:-

WHEREAS the Chiefs in Council are representatives of the Indians owning the Witzimagon Reserve No. 25, duly appointed and elected and particularly instructed at a recent meeting held in the village for that purpose, and are for themselves and the Indians they represent, desirous of selling to the Granby Company, Witzimagon Reserve No. 25, and have journeyed to Anyox for that purpose, and the Granby Company desire to purchase the Reserve in question, it is therefore agreed between the parties hereto,

THAT the Party of the First Part will sell to the Party of the Second Part all their rights, title and interests in the Witzimagon Reserve No. 25, and the Party of the Second Part will purchase the Reserve, with all the rights, titles and interests which the Indians may have in such Reserve, paying therefor Twenty Thousand Dollars ($20,000.00), in such a manner as shall be required by the Dominion Government of Canada.

The Granby Company further agrees that the Chiefs in Council and the Indians they represent, shall have the privilege of cutting and removing any timber existing on the Reserve, in such quantity or quantities, and at such times, as they may wish, the Granby Company reserving

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

only the right to the use of whatever timber they may require for mining or quarrying purposes on the property.

The Granby Company further agrees that they will at stated periods, when not inconsistent with the exigencies and requirements of their own work, saw into lumber of commercial sizes, such logs as may be delivered to their saw mill by the Indians of Kincolith, charging therefor a price of Five Dollars ($5.00) per thousand feet of lumber so cut, and Two Dollars ($2.00) per thousand feet as an additional charge for planing such lumber as the Party of the First Part may want from any particular lot which may be sawed at any given time, providing, however, that due notice of thirty (30) days shall be given by the Party of the First Part to the Party of the Second Part, that the Party of the First Part are to deliver a lot of logs in the near future, and providing further that each lot of logs so delivered shall be in quantity of fifty thousand (50,000) feet or more, and providing further that the Party of the First Part shall pay in cash for any lots of lumber so cut or dressed at the time it is delivered to them at the mill or wharf of the Granby Company.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 24th day of September, 1914.

The CHIEFS IN COUNCIL representing THE NASS INDIANS, of KINCOLITH, B. C.

Witnesses:

As to Chiefs in Council and other names appended (Sgd) E. H. T. Hyde, J.P. in and for the Province of B. C.

(Sgd) A. L. Allen
(Sgd) Isaac Watts
(Sgd) Jacob Stewart
(Sgd) Rich'd Morgan
(Sgd) H. A. Smart
Solomon Ward, his mark X Witness, E.H.T.Hyde
John Wesley, his mark X Witness, E.H.T.Hyde

Party of the First Part

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., LTD.,

Witness:

(Sgd) O. W. Reitzel

By (Sgd) F. M. Sylvester,

General Manager.

Party of the Second Part

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

455576 F 18168-41

DEPARTMENT OF INDIAN AFFAIRS
OCT 5 1914

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., LIMITED

OFFICE OF
GENERAL MANAGER

VANCOUVER, B.C.
Anyox, B. C.,

September 25th, 1914.

Immediate
Mr Orr

Dear Sir:

469010

Shortly after we received a letter from Mr. C. C. Perry, Indian Agent, dated August twenty-sixth, this letter having been forwarded to the writer at Anyox, we saw Archdeacon Collison here during one of his visits to the church. On that occasion the writer discussed the matter of the purchase of the Witzimagon Reserve, and suggested to the Archdeacon that he advise the Indians to send a delegation or representative here to confer with the writer concerning the matter, as it seemed from discussing the question with the Archdeacon, that the Indians were anxious to dispose of the property, but that they were laboring under the influence of some outside counsel, which had given them a wrong impression as to the real status of the negotiations with the Granby Company. We told the Archdeacon that the Granby Company had no intention of paying any such price as had been suggested in the letter received from Mr. Perry; that if the Indians would send a representative here we could show them that the conditions governing our requirements for this quartz, as well as the intrinsic value of the quartz itself, did not warrant them in maintaining the position they had assumed. This suggestion resulted in the Indians holding a meeting after the return of the Archdeacon to Kincolith, at which time it was decided to send the Chiefs in Council to Anyox to negotiate with the writer direct.

The Chiefs in Council and several other Indians, to the number of eight or ten, arrived here on the night of the twenty-third. On the twenty-fourth we met them. After discussing the matter with them for some time, and showing them that we were getting quartz from other localities, especially at the head of Granby Bay, they finally concluded to amend their price and to enter into

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CANADA

an agreement with this Company for the sale of the Reserve in question for $20,000.00. An agreement was drawn up with them and signed, as per copy herewith, an original having been sent to Mr. Perry, at Metlakatla, who will, we presume, in due time transmit it to your department. As noted in our letter to Mr. Perry, we appreciate that to conform to the provisions of the Indian Act, it will possibly be necessary for Mr. Perry to call a meeting at Kincolith to affirm the action taken by the Chiefs in Council. This, however, we believe shouldnow be a comparatively easy matter, as they have committed themselves to an agreement with this Company, and will undoubtedly affirm such action in a manner which will meet the requirements of the law governing the conduct of Indian Affairs. Their negotiations with us, as well as their signing of the agreement, were conducted in the presence of Dr. Hyde, Customs Officer for this District, and Justice of the Peace. This gentleman has befriended the Indians in many ways, and is looked upon as a staunch friend by them. At the end of the negotiations they appeared quite content, and seemed to think they had driven a good bargain, and the writer is inclined to think that they are right.

As to the terms of payment, it was left "as shall be required by the Dominion Government". I remember speaking briefly with you on this point, and have the impression I learned at that time the Government will be inclined to a payment down, with the balance in one, two and three years, along the lines customary in purchases of Government lands. This Company will be quite in accord with the Government's desires in this matter, and we trust it will be eventually arranged satisfactorily to all concerned.

We beg to remain, Sir,

Respectfully yours,

F. W. Sylvester

To
Mr. Duncan C. Scott, Deputy Minister of
Indian Affairs,
Ottawa, Ontario.

FMS-R

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

F18168-41 1

457576

To the Hon the Superintendent General of Indian Affairs, Ottawa.

Hon & dear Sir.

We the members of the Indian Band of Vinedah B.C. Chiefs & people desire to address you in reference to the sale of the Witzimaqan Reserve No 15 by us to the "Granby Consolidated Mining Smelting and Power Co. Ltd. of Vancouver B.C.

You will have learned from Indian Agent Ling that we have agreed with the above mentioned Company to surrender the said Reserve to them for the sum of Twenty thousand Dollars together with certain other advantages.

It is in reference to this amount of $20,000 that we desire to address you

We have been informed that the Government rule is to retain one half the amount in trust for the Band on account of which any such sale is made.

We can quite understand the utility of this rule in the matter of a large amount but in the case of a comparatively small sum to divide it may prove a serious disadvantage to the Recipients.

It would be so in our case. We have long wanted to bring water into our Settlement but have been unable to do so for lack of means.

We have been greatly hindered in our improvements by not having a small

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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Saw Mill to cut our own lumber for building, road making, and general use. We also stand greatly in need of a system of lighting up the settlement by night.

We therefore earnestly beg that in this instance the rule of retaining half the amount by the department be set aside, and that the total amount of Twenty thousand be paid over to us for the purposes above mentioned.

And we beg to nominate to you the names of our Chief Councillor, together with Indian Agent Perry V. J. McDonald M.D. and Archdeacon Collison, to act as our trustees for the receipt and disbursements of the said amount of twenty thousand dollars.

Otherwise we fear that the majority of the members of our Band will not agree to the sale of the above Reserve as but half of the amount would not be nearly sufficient to effect the improvements necessary as above mentioned.

Trusting that the Indian department may assist us to complete these much needed improvements by acceding to our petition we have the honour to remain Sir your obediently-

Chief Councillor A. L. Allen
Counsillor Isaac Watts J. G. Robinson
Chief S. A. T. Allen. Albert Welsh.
A. M. Watson. J. J. Harvey.
A. G. Nelson.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
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CANADA

F. 455,576.

(Draft)

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

The Nass River and Kincolith Band of Indians

resident on our Reserves on the Lower Nass River, Portland ~~No. 25, in Skeena district, on~~ Canal, and ~~the western shore of Hastings Arm~~, Observatory Inlet, ~~opposite Larcom Island~~, _____ 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 ~~Witzimagon Indian Reserve, No. 25,~~ in ~~the County of~~ Skeena district and Province of British Columbia _____ containing by admeasurement nine hundred and fifty acres _____ be the same more or less and being composed of the Witzimagon Indian Reserve, No. 25, ~~in the said province of British Columbia, in Skeena district~~, on the western shore of Hastings Arm, Observatory Inlet, opposite Larcom Island.

Form No. 65.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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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 dispose of

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 disposition thereof, shall, after deducting the usual proportion for expenses of management, be placed to our credit and interest thereon paid to us, in the usual way.

AND WE, the said Chief and Principal men of the said

Nass River and Kincolith 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 disposition of the said reserve and of the moneys derived therefrom.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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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 fourteen.

Signed, Sealed and Delivered,

IN THE PRESENCE OF

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

Mr. Wood for. Please write
Agent. Thos to
the Superintd

HC

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

Department of Indian Affairs

Canada

File No. 455,576.

Lands and Timber Branch

Ottawa, October 10, 1914.

Memo.

Approved gd.

To the Deputy Minister,-

In regard to communication of the 25th ultimo, from Mr. Sylvester, as to the surrender of the Witzimagon Indian reserve, and inclosing a copy of an agreement entered into by the Indians with the Granby Consolidated Mining, Smelting & Power Company for the purchase of the reserve for the sum of $20,000, I beg to say that the Indians of the band have submitted a statement pointing out that they are willing to sell the reserve at the price stated, but desire that the funds be placed in the hands of the Chief Councillor, the Indian Agent and Dr. McDonald to act as trustees in disbursement thereof. This, of course the Department cannot assent to, but there would not appear to be any reason why the moneys should not be paid to the Department in the usual way and expended under authority of Order in Council for the purposes desired.

I am submitting, therefore, a draft surrender, providing for the expenditure of the money in the manner desired, which might be forwarded to agent Perry for submission to the Indians, in the usual way.

W. A. Orr

Officer in Charge.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

KODAK SAFETY FILM

455,576.

Ottawa, October 14, 1914.

Sir,-

Referring to your letter of the 26th August last, No. 229, in connection with the proposed surrender of the Witzimagon Indian reserve, I beg to inclose forms of surrender, in duplicate, which you are hereby authorized to submit to the Indians under and in accordance with the provisions of the Indian Act, under which the Department proposes to carry out the arrangement entered into by the Indians with the Company.

I may say that the Department cannot consent to the funds being placed in the hands of trustees for disbursement, as proposed, but there would be no reason why the moneys could not be paid to the Department in the usual way, and expended as desired by the Indians under authority of an Order in Council.

I am inclosing copy of instructions in regard to taking of surrender, which should be closely followed and all the information called for therein furnished the Department.

Your obedient Servant,

W.A.C. Bennett

J. D. McLean

Acting Deputy Superintendent General of Indian Affairs.

C. C. Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

455,576.

Ottawa, October 14, 1914.

Sir,-

I beg to acknowledge the receipt of communication from yourself and Councillors in connection with arrangement made with the Granby Consolidated Mining, Smelting & Power Company as to purchase of the Witzimagon Indian reserve, and in reply to say that, while the Department would not be in a position to meet the wishes of the Indians to have the funds placed in the hands of trustees for disbursement, there would not be any reason why the moneys should not be paid to the Department in the usual way, and expended for the purposes desired. I may say that surrender forms have been forwarded to Mr. Indian Agent Perry to submit to the Indians in the usual way.

Your obedient Servant,

J. D. McLEAN

Acting Deputy Superintendent General
of Indian Affairs.

A. L. Allen, Esq.,
Chief Councillor,
Anyox, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

455,576.

Ottawa, October 14, 1914.

Sir,-

I beg to acknowledge the receipt of your letter of the 25th ultimo, in regard to the proposed purchase by the Granby Consolidated Mining, Smelting & Power Company of the Witzimagon Indian reserve, and in reply to say that the local Indian agent, Mr C. C. Perry, of Metlakatla, has been forwarded surrender to submit to the Indians in accordance with the provisions of the Indian Act.

Your obedient Servant,

J. D. McLEAN

Acting Deputy Superintendent General of Indian Affairs.

F. M. Sylvester, Esq.,
Granby Consolidated Mining, Smelting & Power Co.,
Anyox, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
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F. 455,576.

October 22, 1914.

Sir,-

Referring to communication addressed you on the 14th instant, in regard to question of surrender by the Indians of the Witzimagon Indian Reserve. I beg to say that, if the Indians so desire, there would not be any objection to your making provision in the surrender for the payment direct to them of fifty per cent. of the proceeds of the sale of the land to the Granby Consolidated Mining, Smelting & Power Company, and also the expenditure of the balance of the money for the purposes desired by the Indians, namely, improvements on their reserve which would represent capital.

I may say that the Department is disposed as far as possible to meet the wishes of the Indians in the disposition of the reserve, but of course you are aware, no provision can be made for expenditure not in accordance with the law or the practice of the Department.

Your obedient Servant,

WAD

Duncan C. Scott

Deputy Superintendent General.

C. C. Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

Copy

THIS AGREEMENT, entered into at Alice Arm and Kincolith, B. C., this 3rd day of November, 1914, in the presence of Andrew M. Tyson, Inspector of Indian Agencies, and C. C. Perry, Indian Agent of the Nass Indian Agency, by and between

The MAJORITY of the members of the KINCOLITH BAND OF INDIANS of the Nass River, B. C., of the First Part,

and

The GRANBY CONSOLIDATED MINING, SMELTING & POWER COMPANY, LIMITED, of Vancouver, B. C., of the Second Part,

Pat 5 no. 1 202

WITNESSETH:-

WHEREAS the major portion of the Kincolith Nass River Band of Indians owning the Witzimagon Indian Reserve No. 25, is desirous of selling to the Granby Co. aforesaid, Witzimagon Reserve No. 25, and the Granby Co. desires to purchase the said reserve, it is therefore agreed between the parties hereto,

THAT the Party of the First Part will sell to the Party of the Second Part all their rights, title and interests in the Witzimagon Reserve No. 25, and the Party of the Second Part will purchase the reserve, with all the rights, titles and interests which the Indians may have in such reserve, paying therefore Twenty-one Thousand Five Hundred Dollars ($21,500.00), in such a manner as shall be required by the Indian Department of the Dominion Government of Canada.

The Granby Co. hereby stipulates that the Indians shall relinquish any claim which they may previously have maintained in respect to silica or other deposits removed from the Witzimagon Reserve No. 25 by the said Company and shall release to the said Company all claim or rights to any timber which may be found on the said reserve.

471918

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CANADA

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 3rd & 4th day of November, 1914.

THE INDIANS OF THE KINGOLITH BAND OF NASS RIVER, B. C.

Witnesses:
As to the first four signatures and marks.
Chas Hyde J.P. In & for the Province of B.C.
A Justice of the Peace for and in the Province of British Columbia

J Maxwell Collison J.P.
Witness to the signatures commencing a L Allen Chief Councillor and ending with that of Matthew Gamey overleaf

Geo. H. Taylor
L Allen Chief Councillor
J. J. Harvey
Jos Robinson
Donald Bruce
O. H. Swanson
Isaac Watts
Frances R Watts
Peter Watts his X mark
R Clewoods
Jacob Edwart
his X mark Chief Mountain
Sampson Smythe
Wm McDonald
his X mark Cornelius Nelson
his X mark Thomas Alexander
Wm H Moore

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W. J. Lincoln

B. Trimble

S. P. Barton

Robert Stewart

his mark Timothy Dangelli

his mark Isaac Dangelli

his mark Isaac Gurney

his mark Arthur Benson

his mark Matthew Gurney

As to Majority:

Witness [signature]
Indian Agent.

Party of the First Part

The Granby Consolidated Mining, Smelting and Power Company, Ltd.

BY _____

General Manager
Party of the Second Part.

NASS AGENCY
NOV 7 1914
METLAKATLA, B.C.

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CANADA

455-5-76

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

IN YOUR REPLY REFER TO
No. 228.
ALSO
TO DATE OF THIS LETTER.

November 6th, 1914.

DEPARTMENT OF INDIAN AFFAIRS
NOV 17 1914

Duncan C. Scott Esqr.,
Deputy Superintendent General of Indian Affairs,
Ottawa, Ont.

Sir,—

F.455,576

471918

I have the honor to acknowledge receipt of your communication of the 22nd ultimo, having reference to the matter of surrender of the Witzimagon Reserve, I beg in reply to inform you that when I received from Mr. Sylvester a copy of the agreement entered into between the Company and the Indians, and having carefully read the same, I felt that a more satisfactory agreement better protecting the Indians and advantageous to the Company might be entered into. For this reason I awaited the arrival of Mr. Inspector Tyson, who was coming north, in order to talk over the matter with him. I had received a circular letter some months previously forbidding me to allow negotiations to be conducted with the Indians by outsiders without the sanction of the Department, and, assuming the conference held between the Indians and the Company to be irregular I preferred awaiting Mr. Tyson's arrival before submitting Mr. Sylvester's agreement to the Department.

LANDS BRANCH
NOV 19 1914

If you will kindly peruse the arrangement as entered into by Mr. Sylvester, it will be seen that the Company reserves to itself the right to use whatever timber might be required in connection with the mining and quarrying work of the Company. The Company further undertakes to cut timber for the Indians only when it is convenient for the former to do so. These stipulations seemed to me to prognosticate difficulties for the Indians as time went on; and I thought it might be best to reconsider the arrangement and, if possible, amend it.

Another

Arrange letter from Englishman to point D.D.O.

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ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No. 228
ALSO
TO DATE OF THIS LETTER.

Con:

191

Sir,—

Another observation worthy of attention would seem to be that in a few years the timber of this reserve will be of little use to the Indians as the timber will be ruined by the fumes from the Company's smelter.

These considerations led me to suggest to Mr.Tyson that a proposal be made to the Company whereby the timber could be included in the deal. Much of the timber is poor,and would be difficult to log and remove. The Company was asked at what figure it would pay for the reserve inclusive of the timber,and we were given to understand that the Company would not pay more than twenty-one thousand and five hundred dollars. This proposal met with the approval of the Kincolith Indians,and a formal surrender has now been made.

I have the honor to submit to you a copy of a new agreement signed by the Indians. Mr.Tyson has been asked to have Mr.Sylvester sign the agreement,and with this in view has been handed the proposed new agreement as he is about to leave for Vancouver. Mr.Tyson will get it signed and then submit it for your consideration. I may say that the officials at Anyox (the smelter) appear quite satisfied with the suggested new arrangement.

I would beg to call your attention to the fact that up to the time I received the Secretary's instructions to obtain a surrender from the Indians,I had not received word from the Department that the agreement as submitted to it by Mr.Sylvester was acceptable to the Department. I trust

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No. 228
ALSO
TO DATE OF THIS LETTER.

191

(3)

Sir,—

trust that the action taken in the matter will be approved by the Department.

If it is the wish of the Department to sanction the agreement as first entered into as to price, it would seem to be in the best interests of the Indians to make specific terms as to the timber, so that the Company will not be in a position to take advantage of the Indians, by reserving to itself the bulk of the timber and by not cutting lumber for the Indians, claiming that such work would interfere with its own operations.

The Indians desire to be notified as soon as the Company has paid the money to the Department, so as to make arrangements as to its distribution and disposal. It is understood by the Indians that the Company will pay cash down for this reserve. I may say that the Indians will be quite reasonable in the handling of the proceeds, and they do not wish to have the money put into the hands of trustees, being satisfied that the Department will attend to that for them.

The copy of the new agreement, herewith enclosed, is just a rough one. Two copies, including the original, duly sealed and delivered, are in the hands of Mr. Tyson for the signature of Mr. Sylvester. The surrender form and the agreement will be mailed to you from Vancouver by Mr. Tyson.

I have the honor to be, Sir,
Your obedient servant,
Charles Cliffe Perry
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F 18168-41

THIS AGREEMENT, entered into at Alice Arm and Kincolith, B. C., this 24th day of November, 1914, in the presence of Andrew M. Tyson, Inspector of Indian Agencies, and C. C. Perry, Indian Agent of the Nass Indian Agency, by and between

The MAJORITY of the members of the KINCOLITH BAND OF INDIANS of the Nass River, B. C., of the First Part,

and

The GRANBY CONSOLIDATED MINING, SMELTING & POWER COMPANY, LIMITED, of Vancouver, B. C., of the Second Part,

WITNESSETH:-

WHEREAS the major portion of the Kincolith Nass River Band of Indians owning the Witzimagon Indian Reserve No. 25, is desirous of selling to the Granby Co. aforesaid, Witzimagon Reserve No. 25, and the Granby Co. desires to purchase the said reserve, it is therefore agreed between the parties hereto,

THAT the Party of the First Part will sell to the Party of the Second Part all their rights, title and interests in the Witzimagon Reserve No. 25, and the Party of the Second Part will purchase the reserve, with all the rights, titles and interests which the Indians may have in such reserve, paying therefore Twenty-one Thousand Five Hundred Dollars ($21,500.00), in such a manner as shall be required by the Indian Department of the Dominion Government of Canada.

The Granby Co. hereby stipulates that the Indians shall relinquish any claim which they may previously have maintained in respect to silica or other deposits removed from the Witzimagon Reserve No. 25 by the said Company and shall release to the said Company all claim or rights to any timber which may be found on the said reserve.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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IN WITNESS WHEREOF the parties hereto have set their hands and seals this 3rd & 4th day of November, 1914.

THE INDIANS OF THE KINCOLITH BAND OF NASS RIVER, B. C.

Witnesses:

As to first four signatures

E. H. Hall J.P. for the Province of B.C.

A Justice of the Peace in and for the Province of British Columbia.

J. Maxwell Collison, J.P.

witness to the signature commencing A. L. Allen Chief Councillor and ending with that of Matthew Gunny overleaf

Paul Clinton

Benjamin Benson

Wm. Baldwin

J. J. Harvey

J. H. Robinson

J. H. Swanson

As witness to all signatures here and overleaf being majority

Charles Clifton Perry
Indian Agent.

Isaac Stotto

Francis R. Stotto

Chief Councillor

Isaac Smith

Wm. Leonard

Angelicus Jackson

Thomas Alexander

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

W. J. Lincoln

B. Trimble

S. P. Webster

John Sinclair

Timothy Sampson his mark

Noah Sampson his mark

Isaac Gimmel his mark

Peter Pierre his mark

Heather Gimmel his mark

Party of the First Part

I hereby certify that the above mentioned parties of the First Part constitute a majority of the Lincoln Band of Indians.

Charles Clifton Perry
Indian Agent.

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER COMPANY, LTD.

Witness:

C. E. McGuire

By F. P. Sylvester
General Manager
Party of the Second Part

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

OFFICE OF

The INSPECTOR OF INDIAN AGENCIES,

NORTHERN INSPECTORATE,

Vancouver, B. C. Nov. 17 *1914*

Sir:-

Enclosed please find Surrender Papers in connection with the Witzimagon Indian Reserve No. 25, signed by F. M. Sylvester, General Manager of the Granby Consolidated Mining, Smelting & Power Co. Ltd. Mr. C. C. Perry is forwarding some additional papers to you direct.

I have the honour to be,

Sir,

Your obedient servant,

Inspector of Indian Agencies.

Duncan C. Scott, Esq.,

Deputy Superintendent General,

Ottawa, Canada.

Enc.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., LIMITED

OFFICE OF
GENERAL MANAGER

VANCOUVER, B.C.

November, eighteenth,
1 9 1 4

Dear Sir:

A day or two ago Mr. Tyson called on the writer with a revised form of agreement between the Kincolith band of Indians of the Nass River, B.C., and this Company, for the purchase of "Witzimagon Reserve #25".

In securing the release from the Indians, of this reserve, and the getting their signatures to the revised agreement, noted above, Messrs Tyson and Perry excluded the provisions relating to the use of the timber by the Indians, as provided for in the agreement made with the Indians, September, twenty-fourth, and in consideration of this added $1500.00 to the price stipulated in the former agreement. We have no objection to raise to the change, and shall be glad to learn that the matter is now in a form acceptable to your Government.

It is our understanding that this reserve to the Indians was made prior to the year 1871, and carried with it possession of the timber, minerals - both precious and base, and all other rights and appertenances, running with the land, but whether or not this is so, we respectfully request that when the deed is prepared, that the above conditions shall be included therein, especially with reference to "minerals, both precious and base".

Will you at your convenience, advise us as to the status of this phase of the question, and also let us know what terms of payment you wish us to meet in connection with the matter.

Very sincerely yours,

F. M. Sylvester

To
Mr Duncan Scott,
Deputy Minister of Indian Affairs,
Ottawa, Ont.

FMS-G

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

455,576.

Ottawa, November 23, 1914.

Sir,-

Referring to your communication of the 6th instant, No. 228, in regard to surrender of the Witzimagon reserve, I beg to say that Mr. Inspector Tyson has forwarded to the Department the original of the surrender without the affidavit of execution, as required by the provisions of the Indian Act. I am returning you the original document, and you should obtain the duplicate which was forwarded you under cover of letter of the 14th of October last, with specific instructions in regard to the taking of surrender, and you will be good enough to have an affidavit of execution made by yourself and the Chief and a principal man of the band on the form attached to surrender, before a judge or magistrate, which is required under the provisions of the Indian Act, and return both original and duplicate.

It will also be necessary for you to furnish the information as to the number of members of the band, the number present at the signing of surrender, the number voting in favour of surrender and the number voting against, as it is necessary that there should be a majority of the male, voting members of the band in favour of the surrender.

If you have not the duplicate copy of this surrender,

C. C. Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
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CANADA

surrender in your possession, you will obtain same from Mr. Inspector Tyson and comply with instructions of the Department as early as possible.

The Department requires a full explanation from you as to why you failed to carry out the specific instructions given you in connection with the taking of this surrender, and why the matter was delegated by you to Mr. Inspector Tyson. Your apparently inexcusable failure to carry out specific instructions in regard to the taking of this surrender causes unavoidable delay, and unnecessary correspondence, which would have been obviated if you had taken the necessary precaution to make yourself fully acquainted with the instructions which were given.

Your obedient Servant,

W. D. McLEAN

Assistant Deputy & Secretary.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

455,576.

Ottawa, November 23, 1914

Sir,-

I beg to acknowledge the receipt of your letter of the 17th instant, inclosing surrender of the Witzimagon Indian reserve, and agreement by the Granby Consolidated Mining, Smelting & Power Company, and in reply to say that, as only the original ~~and not the duplicate of the surrender~~ was forwarded, and an affidavit of execution was not taken in accordance with the instructions of the Department, and as required by the Indian Act, the document has been returned to Mr. Perry to carry out the instructions given him in connection with taking the surrender.

If you have the duplicate surrender in your possession, you will be good enough to transmit it to Mr. Agent Perry to be forwarded by him to the Dept.

Your obedient Servant,

W. D. MATTHEWS

Assistant Deputy & Secretary.

A. M. Tyson, Esq.,
Inspector of Indian Agencies,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

F18168-41

455,576.

Ottawa, November 23, 1914.

Sir,-

I beg to acknowledge the receipt of your letter of the 18th instant, in regard to proposed purchase by the Granby Consolidated Mining, Smelting & Power Company of the Witzimagon Indian reserve, and in connection therewith to say that the surrender which has been obtained from the Indians has not been properly attested, and it will be necessary to return it to the local agent for proper execution. As to grant from this Department, after matters have been arranged, I may say that only the interest of the Indians can be conveyed to the Company, as the local Government have consented to this Department dealing with the Company's application on the understanding that the Company will be prepared whenever it may be called upon to make good to the Province whatever amount may be considered to be the value of the Provincial interest after a proper valuation is had. It is regretted that unnecessary delay is being caused by the failure of the local officers to carry out the instructions of the Department.

Your obedient Servant,

Duncan C. Scott

Deputy Supt. Genl.

~~Assistant Deputy & Secretary.~~

F. M. Sylvester, Esq.,

General Manager,

Granby Consolidated Mining, Smelting & Power Co.,

Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

455-5-76 F18168-41

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

DEPARTMENT OF INDIAN AFFAIRS
NOV 30 1914

IN YOUR REPLY REFER TO
No. 228.
ALSO
TO DATE OF THIS LETTER.

November 19th, 1914

Sir,—

472538

I have the honor to enclose herewith the Statutary Declaration taken in respect to the surrender of the Witzimagon Indian Reserve, of the Kincolith Naas River Band of Indians.

Your obedient servant,
Charles Pierce Perry
Indian Agent.

Award apply to letter of 23 Nov

LANDS BRANCH
DEC 1 1914

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
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FILE 18168-41

455,576

This is to enable the reserve to be sold to the Granby Consolidated Mining, Smelting and Power Company, Limited, Vancouver, in accordance with an agreement of 3rd and 4th days of November, 1914, between the Company and the Indians, for $21,500.00.

The Company's smelter at Anyox is situated adjacent to the Witzimagen reserve and they desire to take out from the reserve the ore which is of a low grade but with a high percentage of clear silica.

This being a British Columbia reserve, the company has been advised that only the Indians' interest can be conveyed. The local Government has consented to this Department's dealing with the Company's application.

As to the voting on the surrender, Indian Agent Perry reports that of the 55 Indians entitled to vote, 29 voted for the surrender.

Indian Affairs,
December 17, 1914.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

F 18168-41

LIST OF ADULT MALE MEMBERS OF THE KINCOLITH INDIAN BAND, NAAS RIVER, B.C. AS TAKEN AND READ OUT IN A PUBLIC MEETING OF THE KINCOLITH BAND AT KINCOLITH, B.C., WEDNESDAY, 4th NOVEMBER, 1914, AND CONFIRMED BY THE MEETING.

Paul Claitak	V	Stephen T.Allen		Isaac Watts	V
Henry Smart		Jacob Stewart	V	Harry Haldane	
Albert L.Allen	V	Joseph F.Latimer		Isaac Gurney	V
Solomon Ward		Alick Smart		James Stewart	
R.S. Woods	V	Benjamin Trimble	V	John Wesley	
Robert Stewart	V	W.F.Stewart		Alfred Gurney	
J.G.Robinson	V	Matthew Gurney	V	Herbert George	
Edward Stanley		Arthur Benson	V	Timothy Dangelli	V
Peter Watts	V	Cornelius Nelson	V	James Ward	
Walter Haldane	V	David Doolan		William Foster	
William Moore	V	Thomas Alexander	V	Stephen Barton	V
Richard Morgan		Frances R.Watts	V	Wm.J.Stephens	
William Mc Donald	V	J.J.Harvey	V	S.W.Robinson	
George W.Whitfield		Simon Seymour		William J.Lincoln	V
Mark Sutton		Donald Bruce	V	Andrew Nelson	
Simon Smythe	V	Charles Elliott		Arthur Elliott	
J.H.Swanson	V	Benjamin Benson	V	H.G.Clayton	V
Joseph Benson		Noah Dangelli	V	Silas Maxwell.	
Chief Mountain	V				

The persons against whose names is marked a V voted in favour of the Surrender of the Witzimagon Indian Reserve.

NO PERSON VOTED AGAINST THE SURRENDER.

473348

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

455-5-576

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

DEPARTMENT OF INDIAN AFFAIRS
DEC 14 1914

IN YOUR REPLY REFER TO
No. 269
ALSO
TO DATE OF THIS LETTER.

December 3rd, 1914

Sir,—

473348

I have the honor to acknowledge receipt of your letter No.455,576 dated November 23rd ult. with inclosures connected with the Surrender of the Witzimagon Indian Reserve. In reply I beg to say that the affadavit of execution was sent by registered mail to you.

I enclose herewith the first original and duplicate forms of Surrender; together with the original and duplicate forms subsequently sent which did not reach me until after the Surrender had been taken.

I much regret that I ommitted to forward to you a list of the voting members of the Kincolith Band, which I now have the pleasure to do. I would beg to apologise for this ommission, which was an oversight. I took the list at the time of Surrender at a public meeting of the Kincolith people, and inclose the same herewith.

At the same time, the village record book contained the names of fifty-five (55) adult male Indians, members of the Band, and this list was confirmed in the meeting. Out of this number twenty-nine members of the Band voted in the presence of each other.

On the invitation of the Kincolith Indians there were present in addition to the Inspector of Agencies, Veherable Archdeacon Collison, Rev. W.E. Collison J.P., and Rev. J.Maxwell Collison J.P.

In reply

The Secretary,
Department of Indian Affairs,
Ottawa.Ont.

Stl. I would recommend the Submission of Surrender to Council for approval
D.T.Pl.

Inc.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER.

191

(3)

Sir,—

reply to your request for information as to why I delegated the matter of surrender to Mr.Tyson,Inspector of Indian Agencies,I beg to say that as Mr.Tyson was visiting and inspecting the Agency,and believing him to be the right and proper person to whom to look for local advice (not being aware that the functions of an Inspector were of any other nature or otherwise),I quite naturally sought his advices and assistance in the matter. Mr.Tyson was with me during all negotiations with the Indians subsequent to Mr.Sylvester's interviews with them.

I trust that the documents which I now have the honor to transmit to you will be in order.

I have the honor to be,

Sir,

Your obedient servant,

Charles Alfred Perry

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455,576.

Ottawa, December 17th, 1914.

Grant Prime

TO HIS ROYAL HIGHNESS

THE GOVERNOR GENERAL IN COUNCIL.

The undersigned has the honour to submit herewith a surrender, in duplicate, made on the 4th day of November, 1914, by the Naas River and Kincolith band of Indians, of the Witrimagon Indian Reserve, No. 25, comprising 950 acres on the western shore of Hastings Arm, in the Skeena district of the Province of British Columbia, the said surrender having been made in order that the Indians' interest in the said reserve may be disposed of for the benefit of the band.

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 Royal Highness in Council and that the Superintendent General of Indian Affairs be authorized to make disposition of the Indians' interest in the said reserve on the terms contained in an agreement entered into by the Indians and which are regarded by the Department as satisfactory; 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.

For Sec 17
Al 19
LB 12 Jan 15
PC 12 "

M. J. Roche
Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

F18168-41

.... P. C. 73

Certified copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 14th January, 1915.

PRIVY COUNCIL
CANADA.

RPW

Robertson Lands

74013

The Committee of the Privy Council have had before them a report, dated 17th December, 1914, from the Superintendent General of Indian Affairs, submitting herewith a surrender, in duplicate, made on the 4th day of November, 1914, by the Nass River and Kincolith band of Indians, of the Witzimagon Indian Reserve, No 25, comprising 950 acres on the western shore of Hastings Arm, in the Skeena district of the Province of British Columbia, the said surrender having been made in order that the Indians' interest in the said reserve may be disposed of for the benefit of the band.

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 Royal Highness in Council and that the Superintendent General of Indian Affairs be authorized to make disposition of the Indians' interest in the said reserve on the terms contained in an agreement entered into by the Indians and which are regarded by the Department of Indian Affairs as satisfactory; 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 and submit the same for approval.

Robert Fournier
Clerk of the Privy Council.

The Honourable
The Superintendent General
of Indian Affairs.

S 1 Pat 20 Scrip.

MC

LANDS BRANCH
JAN 19 1915

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

73

P. 455,576.

(Original)

(F18168-41)

Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of

The Nass River and Kincolith Band of Indians

resident on our Reserves on the Lower Nass River, Portland Canal and Observatory Inlet,

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 Skeena district in the ~~County of~~ and Province of British Columbia containing by admeasurement nine hundred and fifty acres be the same more or less and being composed of the Witzimagon Indian Reserve, No. 25, on the western shore of Hastings Arm, Observatory Inlet, opposite Larcom Island.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

J. Little DLT 4-1
Signature

Mar 23 1912

Form No. 65.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

DAK SAFETY A FILM

TO HAVE AND TO HOLD the same unto His said Majesty THE KING, his Heirs and Successors forever, in trust to dispose of _____

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 disposition _____ thereof, shall, ~~after deducting the usual proportion for expenses of management,~~ be placed to our credit and interest thereon paid to us, in the usual way.

AND WE, the said Chief and Principal men of the said

Nass River and Kincolith 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 disposition of the said reserve and of the moneys derived therefrom.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 4th day of November in the year of our Lord one thousand nine hundred and fourteen.

Signed, Sealed and Delivered,

IN THE PRESENCE OF

J. Maxwell Collison, J.P.
in and for the Province
of British Columbia

his X mark Paul Claitak
Chief

his X mark Chief Mountain
Chief

A. L. Allen
Chief Councillor.

As Witness to all Signatures

Charles Cliffe Perry
Indian Agent.

Representing and in behalf of the Tsinstikeen Band of Indians, of the Nass Agency. B.C.

C.C.P.

I hereby certify that the above mentioned Paul Claitak, Chief Mountain and A. L. Allen, Chief Councillor, are members and chiefs of and represent the majority of the members of the Tsinstikeen Band of Indians.

Charles Cliffe Perry
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

Dominion of Canada,

Province of British Columbia

County of Atlin

To Wit:

PERSONALLY APPEARED BEFORE ME,

Charles Clifton Perry
(Name of Agent)

of the Village of Metlakatla

in the Province of British Columbia

and Albert L. Allen, Chief Mountain and Paul Claitak
(Names of Indians)

Chiefs of the Kincolith Band of Indians Nass River B.C.

And the said Charles Clifton Perry
(Name of Agent)

for himself saith:—

That the annexed release or surrender was assented to by a majority of the male members of the said band of Indians of the full age of twenty-one years entitled to vote, all of whom were present at the meeting or council.

That such assent was given at the meeting or council of the said Band summoned for that purpose and according to its rules or the rules of the Department.

That the terms of the said surrender were interpreted to the Indians by an interpreter qualified to interpret from the English language to the language of the Indians.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Deputy Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the band or interested in the land mentioned in the said release or surrender.

~~And the said~~ Albert L. Allen Chief Mountain and Paul Claitak
(Names of Indians)

say:—

That the annexed release or surrender was assented to by them and a majority of the male members of the said band of Indians of the full age of twenty-one years.

That such assent was given at a meeting or council of the said band of Indians summoned for that purpose as hereinbefore stated, and held in the presence of the said Charles Clifton Perry, Agent and Andrew M. Tyson, Inspector.
(Name of Agent)

That no Indian was present or voted at such council or meeting who was not an habitual resident on the reserve of the said band of Indians and interested in the land mentioned in the said release or surrender.

That the terms of the said surrender were interpreted to the Indians by an interpreter qualified to interpret from the English language to the language of the Indians.

That they are Chief Councillor and Chiefs
(Chiefs or Principal Men)

of the said band of Indians and entitled to vote at the said meeting or council.

Sworn before me by the deponents at ~~the~~ Kincolith Nass River in the County of Atlin this 10th day of November A. D. 1914

J. Maxwell Colleson J.P.
In and for the Province of B.C.

his ✗ mark Paul Claitak

his ✗ mark Chief Mountain

A. L. Allen (Chief Councillor)

Charles Clifton Perry
Indian Agent

Form No. 44

NASS AGENCY
NOV 20 1914
METLAKATLA, B.C.

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Indian Affairs. (RG 10, Volume 7640, File 18168-41)
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CANADA

Dated November 10th 1914.

THE NASS RIVER AND KINCOLITH

BAND OF INDIANS

-to-

THE KING.

S U R R E N D E R

-of-

The Witzimagon I. R.,

No. 25.

255,576.

Ottawa, January 19. 1915.

Sir,-

Referring to letter addressed you on the 23rd of November last, in connection with application by the Granby Consolidated Mining, Smelting & Power Company for the purchase of the Witzimagon Indian reserve, I beg to say that the surrender given by the Indians has been duly approved by His Royal Highness in Council, and the Department is, therefore, in a position to carry out sale of the Indians' interest in this reserve on the terms contained in agreement entered into by the Indians. I have, therefore, to request that you will kindly remit to the Department the sum of $21,500., the price agreed upon.

Your obedient Servant,

J. D. McLean

Assistant Deputy & Secretary.

F. M. Sylvester, Esq.,
General Manager,
Granby Consolidated Mining, Smelting & Power Co.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS CANADA

OFFICE OF THE DEPUTY SUPERINTENDENT GENERAL

OTTAWA January 20, 1915.

1
2

ACCOUNTANT JAN 23 FRA

Mr. Paget,-

When this money comes in the question of its expenditure should be carefully considered, bearing in mind the communication from the members of the Kincolith band, which is marked on file herewith.

Incl.

Duncan C. Scott

D. S. G. I. A.

MR. FRANK M. SYLVESTER
Gt Granby Co -
52 Broadway

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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ARCHIVES PUBLIQUES
CANADA

455.576.

Ottawa, February 4, 1915.

Sir,-

Referring to letter addressed you on the 19th ultimo, in connection with payment by the Granby Consolidated Mining, Smelting & Power Company for the Witzimagon Indian reserve, I beg to say that it has been decided to allow the purchase price, amounting to $21,500, to be paid in two instalments, namely, one half cash and the other moiety in one year.

Of course you will understand that Letters Patent cannot be issued until the final payment for the land has been made, ~~which will~~ ~~made~~ contain no reservation of minerals.

Your obedient Servant,

J. D. McLean

Assistant Deputy & Secretary.

Frank M. Sylvester, Esq.,
c/o Granby Company,
52 Broadway, New York,
N. Y.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

F18168-41

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., LIMITED

OFFICE OF
GENERAL MANAGER

VANCOUVER, B.C.

52 Broadway,
New York City,
February, eighth, 1915

In Reply to
No 455,576

476475

Dear Sir:

We are in receipt of letter of the fifth inst. by Mr. McLean in the above matter, and wish to thank you for arranging the terms of payment in accordance with our request. We note in the last paragraph of Mr. McLean's letter that the Crown Grant, when issued, will contain no reservation of minerals. Is it not possible to have this Crown Grant include all minerals both base and precious? It is our information that under like conditions and circumstances, Crown Grants have been issued which included a provision to convey to the purchaser the rights to all minerals; specifically stating therein that it does so convey base and precious metals. We shall be glad to hear from you relative to this at your convenience. In the meantime we are forwarding a request to our Vancouver office that they will send the one-half payment stipulated in your letter of the fifth inst.

Very sincerely yours,

To
The Honorable Duncan Scott,
Minister of Indian Affairs, Ottawa, Ont

FMS-G

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, Feb. 9th 1915

Mr. Williams

Please report on attached letter and return it to the office of the Deputy Superintendent General.

Do not file.

Present rule to cancel. B.G.?

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS CANADA

Ottawa, 20th February, 1915.

Memorandum:

Mr. Scott,

In Attorney-General of British Columbia v Attorney-General of Canada known as the Precious Metals Case, 14 Appeal Cases, it was decided that the Precious Metals within the lands of the Province are subject to the control and disposal of the Government of British Columbia.

A.S. Williams

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

February 11th, 1915

IN YOUR REPLY REFER TO
No. C.K.C.
ALSO
TO DATE OF THIS LETTER.

Sir,—

476477

I beg to inform you that the Kincolith Indians appear very anxious to know if the Department has concluded arrangements for the transfer of the Witzimagon Reserve to the Granby Company, and as to the prospects of a distribution of their funds.

Since the surrender was taken, the Company has continued to operate on the reserve, removing ore therefrom in bulk, cutting down trees and building cabins and other developments, under assurances given by Mr. Inspector Tyson that this would be permissible. At least, of these facts I am so informed.

Would you kindly be good enough to let me know what is being done, in order that I may be in a position to inform the Indians.

I have the honor to be,

Sir,

Your obedient servant,

Charles Blight Perry
Indian Agent.

Duncan C. Scott Esqr.,
Deputy Superintendent General of Indian Affairs,
Ottawa. Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455576

Mr Davis

February 22nd, 1915.

Dear Sir -

Replying to your communication of the 11th instant, I beg to say that the surrender by the Nass River and Kincolith Bands of the Witsumagon Indian Reserve has been approved by His Royal Highness the Governor General in Council, but owing to the present stringency in the money market it is not possible for the Granby Consolidated Mining, Smelting and Power Company to pay the whole of the purchase price at once, and the Department has been obliged to give them the privilege of paying in two annual instalments. The first instalment will be paid at once, and in a letter dated the 5th instant, the General Manager stated that he was forwarding a request to the Vancouver office to send the first payment to the Department. It is expected that this will

GPM

G. C. Perry, Esqr.,
Indian Agent,
Metlakatla, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

will come to hand in a day or two. As soon as received steps may be taken to arrange for the expenditure on the improvements desired by the Indians. I would like you to go carefully into each item of the proposed expenditure. While it is not desired to hamper the Indians in the use of the money arising from this surrender, we must see that it is expended in a judicious manner. You will be good enough to report fully.

Yours very truly,

Duncan C. Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 455,576.

February 26, 1915.

Dear Sir,-

I beg to acknowledge the receipt of your letter of the 8th instant, in regard to the question of including in the Crown Grant to be issued for the Witzimagon Indian reserve all minerals, both base and precious. In reply I would say that there would be no objection to inserting a clause including the base metals, but this is not at all necessary, as all base metals pass to the patentee under the Crown Grant. As regards the question of the precious metals, I may say that under a decision in what is known as the Precious Metals case, it was ~~decided~~ held that the precious metals within the lands of the province of British Columbia were subject to the control and disposal of the Government of that province.

You will see, therefore, that in view of this decision, the Government of Canada has not the authority to convey the precious metals.

Yours very truly,

Duncan C. Scott

Deputy Superintendent General

W.A.D.

Frank H. Sylvester, Esq.,
General Manager,
Granby Consolidated Mining,
Smelting & Power Co.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455,576.

(18-4-10-6332) 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, February 27, 1915.

C. C. Perry,
Indian Agent,
Metlakatla, B. C.

Since writing you on twenty-second instant Granby Mining Company has paid whole purchase price for Witzimagon reserve.

Duncan C. Scott.

(Ch. D.I.A.)

WAO
DCS

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

45-55-76

T. D. FORM 2 B.

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, February 25th, 1915.

The Granby Consolidated Mining, Smelting Co.,

Vancouver, B.C.

Please wire when payment for Witzimagon Reserve will be made.

J. D. McLean.

Genl. Dep't I.A.

Refer to Form 7 ATM

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., LIMITED

OFFICE OF
GENERAL MANAGER

1 Cheque for 21500.00
2 [illegible]

VANCOUVER, B.C.
February, twenty-second,
1915

476489

Dear Sir:

After my visit with you the forepart of February and talking over the terms of payment for the Witzimagon Indian Reserve, I took the matter up with my associates in the Board of Directors of the Company in New York and it finally was decided that we would make the entire payment for the Reserve in question at this time. We are, therefore, enclosing a remittance to you for the Twenty-one thousand five-hundred ($21,500.00) dollars as the price agreed upon, noted in your Mr. McLean's letter of January nineteenth on this subject.

In this connection we very much wish to have included in the Crown Grant specific stipulation conveying the mineral rights contained in the land, both base and precious, to this Company. I will appreciate your good offices in having this done for us when the instrument is prepared.

Very sincerely yours,

F. McLagan

LANDS BRANCH
MAR 23 1915

To
The Hon. Duncan C. Scott,
Deputy Superintendent General,
Ottawa, Ont.

FMS-G

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK RECEIPT No. 45796

Amt. $21.500 ck.

S 1 102

Date Mar 2 1915

Entered Journal No. 5 Folio 160

392

Dept. Receipt No. 35422

476489

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

476730

455576

THE GRANBY CONSOLIDATED MINING, SMELTING & POWER CO., LIMITED

OFFICE OF
GENERAL MANAGER

DEPARTMENT OF INDIAN AFFAIRS
MAR 10 1915

VANCOUVER, B.C.
March, fifth,
1 9 1 5

By
aM

LANDS BRANCH
MAR 23 1915

Dear Sir:

We are in receipt of yours of the twenty-sixth ulto. in reply to ours of the eighth ulto. relative to the matter of including base and precious metals in the Crown Grant for the Witzimagon Indian Reserve.

We wish to thank you for the clear statement of the status of this matter.

Very truly yours,

F. M. Sylvester

To
Mr. Duncan C. Scott:
Deputy Superintendent General
Ottawa, Ont.

FMS-G

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

Did the Dr
see [illegible]?
yes-asw.
1 [illegible]
2 [illegible]

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Withdrawn 455,576

Department of Indian Affairs.

DEPT. OF INDIAN AFFAIRS
MAR 23 1915
SURVEYS

Ottawa, 23 Mar - 1915.

1st Sup Parkes

To furnish description for patent for the Witzimazon Res. No. 25 - B.C. as per O.C of 14/1/1915 and letter of 19th of same month.

2nd Parkes.

W.A.Orr

DESCRIPTION FOR PATENT

F.455576 Ottawa, 23rd March 1915.

~~All that parcel or tract of land~~ situate on the western shore of Hastings Arm, off Observatory Inlet in the Skeena District, Province of British Columbia, containing by admeasurement nine hundred and fifty acres, be the same more or less, being composed of the Witgimagon Indian Reserve, number twenty-five, of the Naas River and Kincolith bands of Indians, and which may be described as a point or peninsula of land on the western shore of Hastings Arm, opposite Larcom Island, as the said reserve is shown on plan number five of the Naas River Indian Reserves surveyed and drawn by F.A. Devereux in 1890, a copy of which is of record in the Survey Branch of the Department of Indian Affairs, under number 138.

Sale 1/2 20 2 Pat

Ref 17.47 8

S. B.

W. E. White

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

F. 455,576.

April 6th, 1915.

Dear Sir,-

Referring to letter addressed you on the 22nd February last, in connection with disposition of the Witzimagon Indian reserve, I beg to say that the Granby Consolidated Mining & Smelting Company have paid into the Department the full sum of $21,500 purchase price for this reserve.

In connection with the proposed expenditure on improvements desired by the Indians, I have to request that when reporting, as desired, you will take into consideration the fact that it is desirable that this money should be expended as early as possible, and that as far as it is possible to do so, Indian labour should be employed in making improvements. I shall be pleased to receive your report dealing with the proposed expenditure, as early as possible.

W.A.D.

DCS

Yours very truly,

Duncan C. Scott

Deputy Superintendent General.

C. C. Perry Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455-576

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

IN YOUR REPLY REFER TO
No. 228
ALSO
TO DATE OF THIS LETTER.

file

March 25th, 1915

478287

Sir,—

I have the honor to acknowledge the receipt of your letter F.455,576, dated February 22nd, having reference to the approval of the surrender of the Witzimagon Indian Reserve.

In reply, I beg to say I have just returned from Victoria where I have been in attendance on the Royal Commission. I will visit Kincolith as early as possible, hold a public meeting and deal fully with the matter of expenditure and distribution of the proceeds of the sale.

I further beg to acknowledge receipt of your subsequent telegram in this connection.

Your obedient servant,

Charles Clark Pull

Indian Agent.

Duncan C. Scott Esqr.,
Deputy Superintendent General of Indian Affairs,
Ottawa. Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS CANADA

OFFICE OF THE DEPUTY SUPERINTENDENT GENERAL

OTTAWA May 1st, 1915.

Mr. Paget,

Will you please issue an accountable cheque for $270.00, in favour of Mr. W. J. Lincoln, to be charged to the Witzamagon interest account.

Duncan C. Scott

D. S. G. I. A.

ap 414

757

ex handed to Mr Lincoln 1/5/15

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

Department of Indian Affairs.

Ottawa, 191

Payments made on a/c of Delegation re Witzamagon Res B.C.

CK 2495 = Feb 20/15 - R.L. Woods - * 300.00 B.C. Vote 14/15

Entd in Loan Ledger

CK 2775 - Mar 28/15 - W.J. Lincoln - * 50.00
pd from B.C. Vote & refunded from T.F. by CK 759
CK 162 - apr 7/15 - W.J. Lincoln - * 100.00
597 - apr 23/15 - R.L. Woods - 50.00
757 - May 1/15 - W.J. Lincoln - 270.00

CK 2537 Hotel Bill - Cecil Feb 205.60 Vote 14/15
134 do do. May 250.50 Vote 15/16

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

Vote No. _____

_____ Agency _____

Department of Indian Affairs

To W. J. Lincoln & R. S. Woods.

DATE. 1915	SERVICE.	AMOUNT.	
Apl. May	Transportation of Three Chiefs and Secretary from Prince Rupert to Ottawa including expenses en route via G. T. P. 4 Fares @ 75.25 = 301.00	300	00
	Transportation of two of above party from Ottawa to Prince Rupert including expenses en route via G.T.P.	144	50
	Transportation of two of above party from Ottawa to Spencers Bridge and return via C. P. R. including expenses both ways.	133	45
	Transportation of two of above party from Ottawa to Prince Rupert via G. T. P. including expenses en route.	144	50
	Ck No 162 = $100.00 " " 597 = 50.00 " " 757 = 270.00 420.00		
	Total	$420	00

Seen Audit Dept 4/1/16

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.

_____ Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ORIGINAL, FOR THE DEPOSITOR.

No. 42

Bank of Montreal,

$ 50.00 *Ottawa,* May 1, 1915.

RECEIVED from Department

on account Indian Funds

the sum of Fifty xx/100 *Dollars,*
which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Pro. Manager.

Ent'd.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DUPLICATE, FOR DEPARTMENT.

No. 42

Bank of Montreal,

$ 50.00 *Ottawa,* May 1, 1915.

RECEIVED from Department

on account Indian Funds

the sum of Fifty----------xx/100 *Dollars,*
which amount will appear at the RECEIVER GENERAL'S credit w[redacted] this Bank.

Signed in Triplicate,

Ent'd.

Pro. Manager.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Fiscal Year 1915/1916

Vouch[redacted]No. 607

Vote No.

R

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

Naas AGENCY

To Charles Clifton Perry, Indian Agent, Metlakatla, B.C.

DATE	DETAIL	AMOUNT	
May 12th	To the first Moiety of the proceeds of the sale of Witzimagon Indian Reserve NO.25, to be accounted for by distribution to the payees whose names appear on the List which accompanies the resolution of the Kincolith Band, dated May 12th, hereto attached.....	10,750	00
	To the second Moiety, for convenience of evenly distributing first moiety, as per resolution.....	2	75
	AUTHORITY LETTER P.C.S. 1455, 5/6, Oct. 22/14		
		$ 10,752	75

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 the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Charles Clifton Perry

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Fiscal Year 1915/1916

Voucher No. 607 Vote No.

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

Naas AGENCY

To Charles Clifton Perry, Indian Agent, Metlakatla, B.C.

DATE	DETAIL	AMOUNT	
May 12th	To the first Moiety of the proceeds of the sale of Witzimagen Indian Reserve NO.25, to be accounted for by distribution to the payees whose names appear on the List which accompanies the resolution of the Kincolith Band, dated May 12th, hereto attached.....	10,750	00
	To the second Moiety, for convenience of evenly distributing first moiety, as per resolution.....	2	75
	AUTHORITY LETTER p.e.i. 7455, 5/6 Oct. 22/14		
		$ 10,752	75

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 the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Charles Clifton Perry
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F 18168-41

RESOLUTION

OF THE KINCOLITH BAND OF NAAS RIVER INDIANS, MADE AT A PUBLIC MEETING AT WHICH A SUBSTANTIAL MAJORITY OF THE BAND MEMBERS WERE PRESENT, HELD AT KINCOLITH INDIAN RESERVE, MAY 12TH, 1915, INDIAN AGENT C.C. PERRY PRESIDING. INTERPRETER MAXWELL COLLISON ESQR, J.P..

Two full days having now been given to the discussion of the matter of the distribution of the proceeds of the sale of the Witzimagon Indian Reserve amongst us and for our benefit as members of the Kincolith Band of Indians, we do now resolve as follows:

The first MOIETY of the sum of $21,500.00 shall be distributed in accordance with the list which we have prepared in the presence of each other and which has been read to us by the Indian Agent and interpreted by Maxwell Collison Esqr. J.P. (Missionary), and attached hereto with our signatures as follows: to each of the sixty-five men the sum of one hundred and six dollars and twenty cents ($106.20); to each of the sixty-four women the sum of fifty-three dollars and ten cents ($53.10); and to each boy, seventeen in number, the sum of twenty-six dollars and fifty-five cents ($26.55). This totals $10,752.75.

That the small item of $2.75 which exceeds the moiety be paid from the remaining moiety which is held in our behalf by the Indian Department.

That the Indian Department and Indian Agent be cordially thanked for their straightforward and businesslike dealing in the matter of our interests, the surrender and disposition of our funds.

That the second MOIETY be held in Trust for us to be drawn on from time to time as we are able to install what improvements we may require for the benefit of the Band.

To the foregoing resolution and the following list we respectfully attach our signatures in the presence of each other:

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

479695

List of bona fide Members of the Kincolith Band voted as such at a public meeting held at Kincolith, May 12th, 1915, Indian Agent C.C.Perry presiding.

It is unanimously agreed that the list here made is conclusive as it applies to beneficiaries under the surrender of the Wit-zimagon Indian Reserve and the proceeds of the sale thereof to the Granby Consolidated Mining, Smelter and Power Company, of Anyox.B.C.

No.1	Herbert and Elizabeth George	$159.30
" 2	Alfred and Fanny Gurney	159.30
" 3	Matthew Gurney	106.20
" 4	Joshua and Fanny Harvey	159.30
" 5	Timothy and Lizzie Dangelli	159.30
" 6	William and Isabella Mc Donald and Son	185.85
" 7	Joe.Latimer	106.20
" 8	Mark Sutton	106.20
" 9	George Bolton and Mrs George Bolton	159.30
" 10	David and Lucy Doolan	159.30
" 11	Herbert and Edith Doolan	159.30
" 12	Isaac and Emma Watts and Son	185.85
" 13	Henry and Agnes Haldane	159.30
" 14	Paul Klaiton	106.20
" 15	Benjamin and Ellen Trimble	159.30
" 16	Alfred and Amy Mountain	159.30
" 17	Alfred Stewart	106.20
" 18	Simon and Maude Smythe	159.30
" 19	Jacob and Mariah Stewart and Son	185.85
" 20	Peter and Emma Stewart and two Sons	212.40
" 21	Richard and Emily Morgan	159.30
" 22	Samuel and Jessie Alexander	159.30
" 23	Arthur Benson and Son	132.75
" 24	Joe and Ida Benson	159.30
" 25	William and Lily Stephens	159.30
" 26	George Kinzadak	106.20
" 27	James and Lucy Swanson	159.30
" 28	Robert Stewart, Matilda Stewart and Son	185.85
" 29	George Whitfield	106.20
" 30	Simon Seymour	106.20
" 31	Samuel and Margaret Robinson	159.30
" 32	Henry and Sophia Smart	159.30
" 33	Alic.Smart	106.20
" 34	William and Helena Mercer	159.30
" 35	Albert L. and Margaret Allen	159.30
" 36	William and Lily Moore	159.30
" 37	Walter and Rachiel Haldane and two sons	212.40
" 38	Silas and Josephine Maxwell	159.30
" 39	William and Louisa Lincoln	159.30
" 40	James Ward and Son	132.75
" 41	Donald Bruce	106.20
" 42	Isaac and Ada Gurney	159.30
" 43	Andrew Nelson and Son	132.75
" 44	Arthur and Emma Nelson	159.30
" 45	Benjamin and Emily Benson and Son	185.85
" 46	William and Ellen Angus and Son	185.85
" 47	John and Sarah Mountain and Son	185.85
" 48	Johah and Precilla Russell	159.30
" 49	Stephen and Caroline Allen and Son	185.85
" 50	Stephen and Mary Barton	159.30
" 51	James E. and Lily Stewart	159.30
" 52	Benjamin and Jessie Mc Kay	159.30
" 53	C.B. Barton and Emily Barton..and.Son	185.85

Carried forward:

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

List, continued:

No. 54	Cornelius and Selina Nelson	$159.30
" 55	Solomon and Cecelia Ward	159.30
" 56	Charles Elliott	106.20
" 57	William and Annie Foster	159.30
" 58	J.G. Robinson and Annie Robinson and Son	185.85
" 59	Edward Stanley	106.20
" 60	H.J. Barton and Eliza Barton	159.30
" 61	Peter Watts	106.20
" 62	Fred Stewart	106.20
" 63	Arthur Elliott	106.20
" 64	Noah Dangelli	106.20
" 65	Thomas Alexander	106.20
" 66	Susan Watts	53.10
" 67	Jane Wells	53.10
" 68	Mrs. William Jeffery	53.10
" 69	Emma Wesley	53.10
" 70	Emma Ward	53.10
" 71	Mrs. Luke Nelson	53.10
" 72	Kate Nelson	53.10
" 73	Jane Allen	53.10
" 74	Mrs. Swanson	53.10
" 75	Emma Stephens	53.10
" 76	Isabella Kinzadak	53.10
" 77	Catherine Morgan	53.10
" 78	Sarah Smith	53.10
" 79	Marion Gurney	53.10
" 80	Kate Dennis	53.10
" 81	Rebecca Wilson	53.10
" 82	Lydia Barton	53.10
" 83	Alice Nouse	53.10
" 84	Jane Wells jr	53.10

10 752.75

The above totals	65 men at	$106.20	$6903.00
	64 women "	53.10	3398.40
	17 boys "	26.55	451.35
			$10,752.75

I hereby certify that the foregoing list was prepared at a public meeting held at Kincolith May 11th and 12th, 1915, at which meeting it was unanimously adopted together with the resolution hereto attached.

Charles Pelly

Indian Agent.

Metlakatla, B.C.
May 17th, 1915.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

AS

WITNESS TO ALL

SIGNATURES AND

MARKS

Charles E. Pelly

Indian Agent.

J. G. Robinson
Jacob Stewart
J. J. Harvey
S. T. Allen
+ Paul Klaeton
H. Swart
C. M. Bolton
his mark + Solomon Ward
his mark + Alfred Mountain
his mark + Cornelius Nelson
his mark + Isaac Gurnell
his mark + John Wadel
James Ward
Charlie Elliott
James E. Stewart
A. J. Nelson
Herbert Doolan
Alfred Gurney
Ed. Stanley
Herbert Geo Clayton
Stephen Barton
his mark + Alfred Stewart
Wm J. Stephens
Silas Maxwell
Jonah Russell
Matthew Gurney
Sam Alexander
Arthur Elliott
Fred. W. Stuart
Rich. Morgan

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

as witness
to all
signatures and
marks

Charles Clifton Perry

Indian Agent.

× Benjamin Benson
J. H. Swanson
his mark × George Bob
Walter Haldane
Kincolith, B. C.
his mark × Arthur Benson
George Henry Chuchuk
A. L. Allen
David Doolan

Proposed by CHIEF COUNCILLOR J.C. ROBINSON

SECONDED BY EX-CHIEF COUNCILLOR ALBERT L.ALLEN:

That the foregoing Resolution,List of Payees and Signatures be adopted and forwarded by the Indian Agent to the Indian Department at Ottawa.

Carried Unanimously.

As witness the
above resolutions

Charles Clifton Perry

Indian Agent.

At Kincolith,Naas River,B.C.
this 12th day of May,1915.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

F18168-41

INDIAN AGENT'S OFFICE,

DEPARTMENT OF INDIAN AFFAIRS
MAY 31 1915

Metlakatla, B.C.,

May 16th, 1915

IN YOUR REPLY REFER TO
No. C.C.
ALSO
TO DATE OF THIS LETTER.

479695

J456,5/8 Oct.22/15.

Sir,—

I have the honor to report that I have visited Kincolith. On the 11th and 12th instants, I held meetings with a good majority of the Band. Maxwell Collison Esqr. J.P. interpreted and a full discussion of the distribution of the first moiety of the proceeds of the sale of Witzimagon Reserve took place. The Indians were very businesslike and anxious to be reasonable.

I enclose herewith the original resolution of the people, and also the list as mentioned therein. In regard to the latter, it will be noticed that the name of R.S. Woods does not appear. Its elimination was assented to without discussion by the whole of the Band present.

About a year or so ago, it was found necessary for the Department to dispossess an Indian named William Stephens Senr. of his house and lot in the Reserve because he neglected and deserted his wife. His name has also been removed from the Band list, wholly on the initiative of the Indians themselves. Stephens has joined an up-river Band.

In perusing the documents inclosed, it will occur

Duncan C. Scott Esqr.,
Deputy Superintendent General of Indian Affairs,
Ottawa. Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No. C.C.
ALSO
TO DATE OF THIS LETTER.

191

(2)

Sir,—

occur to you that the Indians have not provided for the young children. The matter was fully discussed, and the Indians took the view that the boys who were able to be of help to their parents should receive encouragement, and that the younger children will receive benefit from the funds as distributed amongst the parents. They were quite serious about this arrangement and unanimously agreed to it.

The list is prepared on the basis of a woman receiving half what a man would get, and a boy half of what would come to a woman. This is a common mode of settlement according to Indian custom in some cases.

I am inclosing an official voucher for the amount as mentioned. I have issued it in my name, as some of the Indians will desire to open a bank account. My cheque, issued to the Indians or the bank and duly certified, can be sent to you with receipts as evidence of payment, if desirable.

The Indians are anxious to have their cheques as early as possible and will thank you to kindly have quick action taken.

I may add that the Indians are quite satisfied with the deal, and passed a resolution containing sentiments appreciative of the Government.

I have the honor to be,
Sir,
Your obedient servant,
Charles Cate Perry
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(18-4-10-6332)

I. 576 T.D.

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 31, 1915.

C. C. Perry,
Indian Agent,
Metlakatla, B. C.

Replying letter of sixteenth and referring to letter addressed you on twenty-second October last, provision for payment of moiety to Indians not inserted in surrender. Did Indians agree at time surrender to this payment? If so, evidence must be furnished. Urgent reply

Duncan C. Scott.

(Ch.D.I.A.)

W.A.O.

Del

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

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JAS. KENT, Manager Telegraphs

RECEIVED AT

(WHERE ANY REPLY SHOULD BE SENT)

A14. Ra. Z. 5.14-June 6 480419

48 Collect N.L.,
via Ashcroft-
Prince Rupert B.C. June 5-15

Duncan C. Scott, Dep'y Sup't General of Indian AffairsOTTAWA
Replying your wire last day may indians agreed time of surrender to payment of moiety to band in cash as surrender forms were prepared at Ottawa I took it for granted that under indian act moiety would be paid accordingly otherwise could easily have included provision therein .

Charles Clifton Perry.

copie

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

T. D. FORM

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, June 7, 1915.

C. C. Perry,
Indian Agent,
Metlakatla, B.C.

Will forward cheque for Kincolith Indians to-day.

Chge. D.I.A.

Duncan C. Scott.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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DEPARTMENT OF INDIAN AFFAIRS CANADA

OFFICE OF THE DEPUTY SUPERINTENDENT GENERAL

OTTAWA June 7, 1915.

Immediate

Mr. Paget,-

480427

In view of Agent Perry's telegram of June 5th, I think we should pay the moiety of the amount received for surrender of the Witzimagon reserve to the Kincolith Indians, as arranged by the Agent with the Indians. I will be glad if you will get this cheque off to-night.

Duncan C. Scott

D. S. G. I. A.

Send tonight
7/6/15

a/c 414 Cap
$ 10,750.00

CK 1382

sent 7/6/15

3 pamphlets sent 7/6/15

checked out

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455576

N AGENT'S OFFICE,

Metlakatla, B.C.,

June 29th, 1915

IN YOUR REPLY REFER TO
No. 1382
TO DATE THIS LETTER

DEPARTMENT OF INDIAN AFFAIRS
JUL 7 1915

481271

Sir,—

I have the honor to acknow- the receipt of cheque No. 1382, for $10,750.00, for bution to the Kincolith Indians as proceeds of the f Witzimagon Indian Reserve, and to inform you that been to the Naas river, visited all the canneries isbursed over $7,000.00 of the amount to the Indian payees. I have the balance in hand, and will deposit the same and issue cheques to the Indians who are at present at distant camps and will be due to return to their villages shortly. I will register this mail and forward post office receipts, together with all other receipts and pay lists without delay.

The Indians were all very pleased to receive such prompt payment, and wish me to thank you for the same.

I have the honor to be,

Sir,

Your obedient servant,

Charles Pelly,

Indian Agent.

cott Esqr.,
y Superintendent General of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

Meeting of Kincolith Indian Council, held at Kincolith, Naas River, June 24th, 191[illegible] Presiding, Indian Agent C.C.Perry; present: Chief Councillor J.G.Robinson, Councillors Jacob Stewart, Joshua Harvey, George Whitfield, Robert Stewart. Maxwell Collison Esqr.J.P. interpreted at the request of the Council and Indian Agent.

RESOLVED:

401142

That Mr.C.C.Perry, Indian Agent, be requested and authorized to purchase, with the approval of the Department of Indian Affairs, to be paid for from the funds of our Band in Trust, the following Sawmill Machinery: as prescribed in a Proposal of the Waterous Engine Works Company Limited, of Brantford, Canada, of May 29th, 1915, with the following alterations and additions, viz:-

Locomotive Boiler to be changed to a Standard Return tubular boiler, diameter 60 inches, 14 feet long, 150 lbs steam pressure, B.C. law, furnished with fittings, fixtures, injector, 60 feet of smoke-stack, and guy-wire.

The overhead rachet set works to be changed to the No. 3 ~~Friction Log Jack, with 150 feet of ⅝ inch cable as described on Page 3, Catalogue 100. Also add 1 No.3 Log Jack~~ Single Action set works as described on Page 8, Calalogue 100. Also add 1 No.5 "Cowan" Planer, matcher and with moulding attachment, with extra set of shimmer heads and necessary belting for same. Also add 1 No.3 Log Jack (friction) with 150 feet of ⅝ inch cable as described in Page 3, Catalogue 100.

C.C.P.

We authorize the Department of Indian Affairs to pay t to the Waterous Engine Works Company the sum of $4,940.00 for the said Mill; the Waterous Engine Works Company to pay the freight charges from Brantford, Ontario, to Prince Rupert, B.C.

Proposed by Jacob Stewart,
Seconded by George Whitfield.
And Carried Unanimously.

I Charles Clifton Perry, Indian Agent of the Naas Indian Agency of British Columbia hereby certify that I was present and presided at the above-mentioned meeting of the Kincolith Council and that the foregoing resolution was duly interpreted to the said Council and unanimously carried, and that the same is a record on the Council book at Kincolith.

Charles Clifton Perry
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

45-3-3-76

INDIAN AGENT'S OFFICE,

DEPARTMENT OF INDIAN AFFAIRS
JUL 14 1915

Metlakatla, B.C.,

July 1st, 1915

IN YOUR REPLY REFER TO
No. B.C.
ALSO
TO DATE OF THIS LETTER.

Immediate
Affairs

Will include

401142

Sir,—

I have the honor to inform you that I have recently returned from the Naas River. I visited the Kincolith Indians and distributed part of the first moiety of the proceeds of the sale of the Witzimagon Indian Reserve.

In the evening of the 24th June, I held a meeting of the Kincolith Council, at which the accompanying resolution was unanimously adopted providing for the purchase of a saw-mill and equipment from the proceeds of sale - the moiety in Trust.

I beg to inclose herewith the Proposal of the Waterous Engine Works Co. Ltd., of Brantford, Canada, which has been accepted by the Council after considerable deliberation. The sawmill site has been looked over by Mr. Hugh Gilmore, representative of the said firm, and foundation plans have been prepared for use by the Indians in making ground preparations for the machinery. Mr. Gilmore was asked to negotiate with me by Mr. Inspector Tyson, to whom I wrote asking for assistance in securing reliable data for consideration by the Indians. I accompanied Mr. Gilmore to Kincolith and together with the Indians we looked over the site.

The Proposal as submitted awaits the sanction of the Department, and it will be seen that the order is to be confirmed by letter or wire before shipping. The Company's Proposal of May 29th (mentioned in resolution) is inclosed, and also

RECEIVED JUL 15 1915

The Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

INDIAN AGENT'S OFFICE,

_____

IN YOUR REPLY REFER TO
No._____
ALSO
TO DATE OF THIS LETTER.

_____191__

(2)

Sir,—

also the new Proposal as amended by the Council resolution of June 24th.

The Kincolith Council will be glad to have the Department kindly confirm this order at the earliest possible date, as it will be necessary to have some timbers cut for use in laying foundations, and the men are ready to go on with the work.

I would beg to add that the Proposal as submitted and accepted by the Indians appears quite reasonable and is absolutely satisfactory to the Indians.

I have the honor to be,

Sir,

Your obedient servant,

Charles Cecil Perry

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

(18-4-10-6332) T.D. FORM 2 G

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

NIGHT LETTERGRAM

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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, 15th July, 1915.

C. C. Perry,
Indian Agent,
Metlakatla, B.C.

Reference your letter first instant. Do you recommend saw-mill being supplied and will Indians be able to operate it and meet all expenses without engaging an engineer and sawyer, as Department has no appropriation for the purpose and Capital Funds of Band cannot be used to meet expenses of operation?

J. D. McLean.

Charge Dept. Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

Canadian Pacific Railway Company's Telegraph

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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.

J. McMILLAN, Gen. Supt., Winnipeg, Man.
J. F. RICHARDSON, Supt., Vancouver, B.C.
R. N. YOUNG, Supt., Calgary, Alta.
D. COONS, Supt., Moose Jaw, Sask.
E. M. PAYNE, Supt., Winnipeg, Man.
W. J. CAMP, Assistant Manager, Montreal, Que.
D. H. BOWEN, Supt., Sudbury, Ont.
W. MARSHALL, Supt., Toronto, Ont.
F. J. MEADDN, Supt., Montreal, Que.
W. M. MADSOE, Supt., St. John, N.B.

JAS. KENT,
Manager Telegraphs, Montreal.

DEPT. OF INDIAN AFFAIRS
JUL 19 1915
ACCOUNTS BRANCH
JUL

~~481244~~
~~481244~~ 00320

Ashcroft Reserve

allorasy 11 collect via Ash

Prince Rupert BC July 17-15

The Secretary Dept of Indian Affairs 481246

Ottawa

Reply to affirmative on all points mentioned in your telegram

Charles Clifton Perry

348p

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

T. D. FORM 2 B

Canadian Pacific Railway Company's Telegraph

READ THE NOTICE AND AGREEMENT ON THE BACK

B. S. JENKINS, Gen. Supt., Winnipeg, Man.
J. F. RICHARDSON, Supt., Vancouver, B.C.
D. COONS, Supt., Calgary, Alta.
R. K. 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.

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, 20th July, 1915.

C. C. Perry,
Indian Agent,
Metlakatla, B.C.

Department approves of purchase of saw mill machinery.

Capital Funds
$10,750.00

J. D. McLean.

Charge Dept. Indian Affairs.

22/7/15
7.

Mr Scott
memo to Council
will now be in
order.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455576

Graph Brown

Ottawa, July 24, 1915.

His Royal Highness

The Governor General in Council.

The undersigned has the honour to report that, in connection with the building of houses, plank roads, etc., on the Kincolith Indian reserve, belonging to the Naas River and Kincolith band of Indians, in the Skeena district of the province of British Columbia, a saw-mill is required for the preparation of the necessary timber; and, as a resolution has been passed by the band in favour of accepting an offer of a Canadian engine company to supply an engine such as is required for the sum of $4,940.00, and of charging the same to their capital, the undersigned would recommend that, under section 90 of the Indian Act, authority be given for the said expenditure being made from the capital at the credit of the said band, which amounts to $10,750.00.

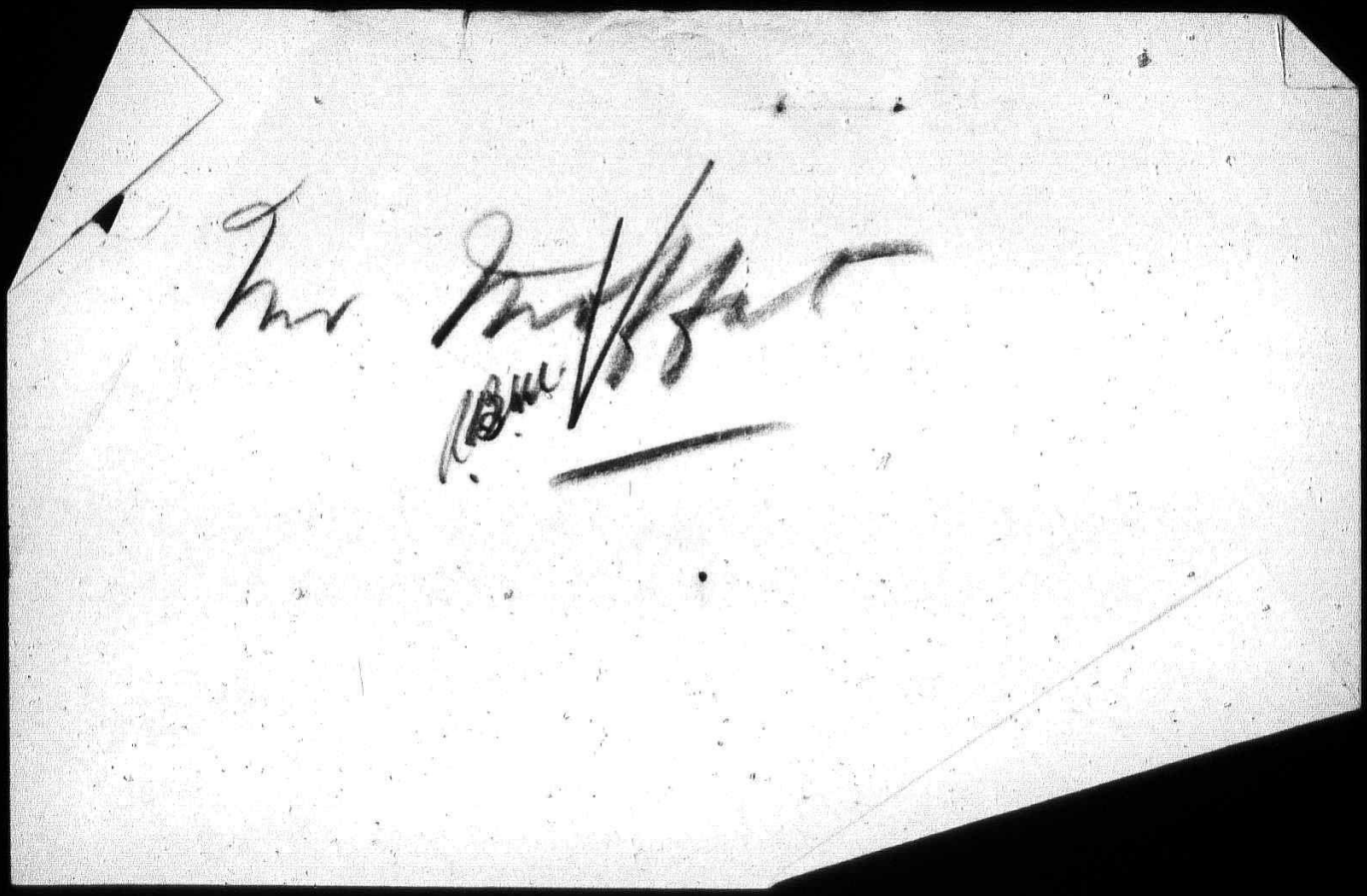
(sd) M. Burnett

Acting Superintendent Ge
of Indian A

24
24
27
27

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

ORIGINAL, FOR THE DEPOSITOR.

No. 2659

Bank of Montreal,

$ 130.0 *Ottawa,* July 24th, 1915.

RECEIVED from C. C. Perry

on account Indian funds

the sum of One hundred and thirty- - - - - - - - - - - - - 00 *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 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

DUPLICATE, FOR DEPARTMENT.

No. 2659

Bank of Montreal,

$ 130.00 *Ottawa,* July 24th, 1915.

RECEIVED from C. C. Perry

on account Indian funds

the sum of One hundred and thirty- - - - - - - - - - - - - 00 *Dollars, which amount will appear at the RECEIVER GENERAL'S credit with this Bank.*

Signed in Triplicate

Pro. Manager.

Ent'd.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
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455576

BANK RECEIPT No. 21 53

Amt. $130.00 chq

G.M.M.

Date 23 - 7 - 1915

Entered Journal No. 18

Folio 20 S JHG

Dept. Receipt No.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
JUL 26 1915

Naas Indian Agency,
Metlakatla, B.C.
July 10th, 1915

Sir,-

407558

I have the honor to enclose herewith receipts taken for disbursements made from cheque No. 1382, dated June 7th ultimo, the same being part of the proceeds of the sale of the Witzimagen Indian Reserve by the Kincolith Band, together with the pay lists duly certified before a Stipendiary Magistrate.

These monies were disposed of before your pay lists arrived in Metlakatla, consequently I had taken receipts for disbursements made.

I beg to return herewith a cheque for $130.00 to be placed to the credit of absentees No.43, 80 and 84. These can be requisitioned for at a later date. There are some questions to the right of these people to these amounts. No.43 cannot properly traced. No.80 has an assumed name which will have to be dealt with by the Kincolith Council. No.84 is cohabiting with a strange Indian at Port Simpson, and her case will have to be looked into.

Pay lists (2) Recd W.M.

I have the honor to be,
Sir,
Your obedient servant,
Charles Clifton Pond
Indian Agent.

TheSecretary,
Department of Indian Affairs,
Ottawa. Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

7a

P.C.1791. ~~176210~~ 455576

DEPARTMENT OF INDIAN AFFAIRS 1915

Certified copy of a Report of the Committee of the Privy Council, approved by His Royal Highness the Governor General on the 30th July 1915

PRIVY COUNCIL CANADA

ACCOUNTANTS AUG 5 1915 R.E.A.

481977

The Committee of the Privy Council have had before them a report, dated 24th July 1915, from the Acting Superintendent General of Indian Affairs, submitting that, in connection with the building of houses, plank roads, etc., on the Kincolith Indian reserve, belonging to the Naas River and Kincolith band of Indians, in the Skeena District of the Province of British Columbia, a saw-mill is required for the preparation of the necessary timber, and that a resolution has been passed by the band in favour of accepting an offer of a Canadian Engine Company to supply an engine such as is required for the sum of $4,940.00, and of charging the same to the capital of the band.

455576

The Minister therefore recommends that, under section 90 of the Indian Act, authority be given for the said expenditure being made from the capital at the credit of the said band, which amounts to $10,750.00.

The Committee submit the same for approval.

Clerk of the Privy Council.

The Honourable
The Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

Receipts for
payment of Surrender
Money to Kincolith Inds.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

15,000 Bks., 40 leaves—19-12-13.

CERTIFICATE OF P. O. REGISTRATION No. 296
Registered this day a *fully prepaid* Letter addressed to
Mr Alfred Gurney
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 297
Registered this day a *fully prepaid* Letter addressed to
Timothy Langelli,
Kincolith,
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 298
Registered this day a *fully prepaid* Letter addressed to
Mrs Lizzie Langelli,
Kincolith,
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 299
Registered this day a *fully prepaid* Letter addressed to
Wm. Mc Donald
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 300
Registered this day a *fully prepaid* Letter addressed to
Wm. Mc Donald elder, Jun.
Kincolith
B.C.
Initials of P. M. or Asst MCM

15,000 Bks., 40 leaves—19-12-13.

CERTIFICATE OF P. O. REGISTRATION No. 301
Registered this day a *fully prepaid* Letter addressed to
Mr Joel Latimer
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 302
Registered this day a *fully prepaid* Letter addressed to
Mr George Belton,
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 303
Registered this day a *fully prepaid* Letter addressed to
Mrs Joel Benson
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 304
Registered this day a *fully prepaid* Letter addressed to
Mrs Ada Benson
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 305
Registered this day a *fully prepaid* Letter addressed to
Mr Peter Stewart
Kincolith
B.C.
Initials of P. M. or Asst MCM

15,000 Bks., 40 leaves—19-12-13.

CERTIFICATE OF P. O. REGISTRATION No. 306
Registered this day a *fully prepaid* Letter addressed to
Mr Samuel Robinson
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 307
Registered this day a *fully prepaid* Letter addressed to
Mr Donald Bruce,
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 308
Registered this day a *fully prepaid* Letter addressed to
Mr Francis Watts
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 309
Registered this day a *fully prepaid* Letter addressed to
Mrs Priscilla Russell
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 310
Registered this day a *fully prepaid* Letter addressed to
Mr Joseph Russell
Kincolith
B.C.
Initials of P. M. or Asst MCM

15,000 Bks., 40 leaves—19-12-13.

CERTIFICATE OF P. O. REGISTRATION No. 311
Registered this day a *fully prepaid* Letter addressed to
Mrs Lydia Barton
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 312
Registered this day a *fully prepaid* Letter addressed to
Mrs Emma Stephens
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 313
Registered this day a *fully prepaid* Letter addressed to
Mr Noah Langelli
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 314
Registered this day a *fully prepaid* Letter addressed to
Mrs Eliza Barton
Kincolith
B.C.
Initials of P. M. or Asst MCM

CERTIFICATE OF P. O. REGISTRATION No. 315
Registered this day a *fully prepaid* Letter addressed to
Mr H. J. Barton,
Kincolith
B.C.
Initials of P. M. or Asst MCM

15,000 Bks., 40 leaves—19-12-13.

CERTIFICATE OF P. O. REGISTRATION No 326.
Registered this day a *fully prepaid* Letter addressed to
Mrs Fanny Gurney
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No.
Registered this day a *fully prepaid* Letter addressed to
DATE STAMP
Initials of P. M. or Asst.

CERTIFICATE OF P. O. REGISTRATION No.
Registered this day a *fully prepaid* Letter addressed to
DATE STAMP
Initials of P. M. or Asst.

CERTIFICATE OF P. O. REGISTRATION No.
Registered this day a *fully prepaid* Letter addressed to
DATE STAMP
Initials of P. M. or Asst.

CERTIFICATE OF P. O. REGISTRATION No.
Registered this day a *fully prepaid* Letter addressed to
DATE STAMP
Initials of P. M. or Asst.

15,000 Bks., 40 leaves—19-12-13.

CERTIFICATE OF P. O. REGISTRATION No 321
Registered this day a *fully prepaid* Letter addressed to
Mr C. B. Barton
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No 322
Registered this day a *fully prepaid* Letter addressed to
Mr Benjamin Benson,
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No. 323
Registered this day a *fully prepaid* Letter addressed to
Mr Isaac Gurney
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No. 324
Registered this day a *fully prepaid* Letter addressed to
Mr William Lincoln
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No. 325
Registered this day a *fully prepaid* Letter addressed to
Mrs Louisa Lincoln,
Lincolith
B.C.
Initials of P. M. or Asst. MCM

15,000 Bks., 40 leaves—19-12-13.

CERTIFICATE OF P. O. REGISTRATION No 316
Registered this day a *fully prepaid* Letter addressed to
Mr Edward Stanley
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No. 317
Registered this day a *fully prepaid* Letter addressed to
Mr Cornelius Nelson,
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No. 318
Registered this day a *fully prepaid* Letter addressed to
Mrs Selina Nelson,
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No. 319
Registered this day a *fully prepaid* Letter addressed to
Mrs Mary Barton
Lincolith
B.C.
Initials of P. M. or Asst. MCM

CERTIFICATE OF P. O. REGISTRATION No. 320
Registered this day a *fully prepaid* Letter addressed to
Mr Stephen Barton,
Lincolith
B.C.
Initials of P. M. or Asst. MCM

RECEIVED

June 24th 1905

FROM Indian Agent C. E. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimaga Reserve Sale, Kincolith Band.

No. 1

Herbert George Clayton

RECEIVED

June 24th 1905

FROM Indian Agent C. E. Perry

the sum of Fifty three 10/100 DOLLARS

Share Witzimaga Reserve Sale: Kincolith Band.

Witness A. Matthewson

Mrs J. J. Harvey

Wm Harvey in Bed very sick. Husband signs.

RECEIVED

June 24th 1905

FROM Indian Agent C. E. Perry

the sum of Fifty three 10/100 DOLLARS

Share Witzimaga Reserve Sale, Kincolith Band.

No. 3

Elizabeth George Clayton

RECEIVED

June 24th 1905

FROM Indian Agent C. E. Perry

the sum of Fifty three 10/100 DOLLARS

Share Witzimaga Reserve Sale, Kincolith Band

No. 4

Cecilia McDonald

RECEIVED

June 24th 1905

FROM Indian Agent C. E. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimaga Reserve Sale, Kincolith Band.

No. 5

Matthew Guerney

RECEIVED

June 24th 1905

FROM Indian Agent C. E. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimaga Reserve Sale. Kincolith Band.

Witness A. Matthewson

X Mark Butter

RECEIVED

June 24th 1905

FROM Indian Agent C. E. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimaga Reserve Sale, Kincolith Band.

No. 6

J. J. Harvey

RECEIVED

June 24th 1905

FROM Indian Agent C. E. Perry

the sum of Fifty three 10/100 DOLLARS

Share Witzimaga Reserve Sale: Kincolith Band.

No. 7

Witness A. Matthewson

Wm George Butter

$ 53/10

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagan Reserve Sale Nicolith Band.

Witness
A. J. Watterworth

x Leah Doolan

No 10

$ 106/20

July 1st 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Isaac Watts

No 12

$ 106/20

July 1st 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

David Doolan

No 10

$ 53/10

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Bruce's Witzimagan Reserve sale Nicolith Band

Witness
A. J. Watterworth

x Emma Watts

No 12

$ 106/20

July 1st 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Herbert Doolan

No 11

$ 106/20

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagan Reserve sale Nicolith Band.

Harry Haldane

No 13

$ 53/10

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagan Reserve Sale, Nicolith Band.

Edith Doolan

No 11

$ 53/10

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagan Reserve Sale, Nicolith Band.

Witness
A. J. Watterworth

x Agnes Haldane

No 13

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagan Reserve Sale, Kincolith Band

No 14

Witness
J. J. Watterson

his X mark Paul Chitah (Chief)

$ 52.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagan Reserve Sale, Kincolith Band.

No 16

Agny Mountain

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagan Reserve Sale, Kincolith Band

No 15

B. Trimble

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagan Reserve Sale: Kincolith Band

No 17

Witness
J. J. Watterson

his X mark Alfred Stewart

$ 52.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagan Reserve Sale, Kincolith Band

No 15

Ellen Trimble

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagan Reserve Sale, Kincolith Band.

No 19

Simon Smythe

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagan Reserve Sale, Kincolith Band.

No 16

Witness
J. J. Watterson

X Alfred Mountain

$ 52.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagan Reserve Sale; Kincolith Band.

No 18

Maude Smythe

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six — 20/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band.

No 19

Jacob Schweert

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six — 20/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 21

Richard Morgan.

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three — 10/100 DOLLARS

Share Witzimagon Reserve sale, Kincolith Band.

No 17

maria Stewart

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three — 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No 21

E. L. Morgan

$ 94.55

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Twenty-six — 55/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band

No 19

Godwin Stewart

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three — 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 22

Jessie Alexander

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three — 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No 20

Witness
A. J. Walkerson

x Emma Stewart

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six — 20/100 DOLLARS

Share Witzimagon Reserve sale, Kincolith Band

No 19

Witness
A. J. Walkerson

x Arthur Benson

$ 26.55

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of Twenty six 55/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band

No 24

W Wilson
J Walterson

Douglas Benson

$ 106.20

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale, Kincolith Band.

No 24

J. H. Swanson

$ 106.20

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale, Kincolith Band

No 25

Wm J. Stephens.

$ 53.10

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale; Kincolith Band.

No 24

Lucy Swanson

$ 53.10

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale. Kincolith Band

No 95

Lily Stephens

$ 106.20

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band.

No 27

Robert Stewart

$ 106.20

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale. Kincolith Band

No 26

George Konyadick

$ 53.10

June 24th 1915

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale. Kincolith Band

No 27

Wilkins
J. Walterson
for Mark
Matilda Stewart

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Twenty six 55/100 DOLLARS

Share Witzimagon Reserve Sale: Nicolet Band.

No 28

Robert Stuart Jr

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One Hundred and Six 20/100 DOLLARS

Share Witzimagon Reserve Sale. Nicolet Band

No 29

Henry Smart

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One Hundred and Six 20/100 DOLLARS

Share Witzimagon Reserve Sale, Nicolet Band.

Witness J. Watterson

x George Whitfield

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 7/100 DOLLARS

Share Witzimagon Reserve Sale. Nicolet Band.

Witness J. Watterson

Her x Mark Sophia Smart

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One Hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale: Nicolet Band

Witness J. Watterson

Her x Mark Sarah Sepmon

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One Hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale. Nicolet Band.

Alex Smart

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 7/100 DOLLARS

Share Witzimagon Reserve Sale: Nicolet Band.

Margaret Robinson

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale Nicolet Band

William J. Mercier

RECEIVED FROM Indian Agent C. C. Perry
June 24th 1905
the sum of Fifty-three 10/100 DOLLARS
Share Witzimagon Reserve Sale, Kincolith Band
No 34
Helena A Mercer.

RECEIVED FROM Indian Agent C. C. Perry
June 24th 1905
the sum of Fifty-three 10/100 DOLLARS
Share Witzimagon Reserve Sale, Kincolith Band
No 35
Mrs Lily Moore

RECEIVED FROM Indian Agent C. C. Perry
June 24th 1905
the sum of One hundred and six 20/100 DOLLARS
Share Witzimagon Reserve Sale. Kincolith Band.
No 36
A. L. Allen

RECEIVED FROM Indian Agent C. C. Perry
June 24th 1905
the sum of One hundred and six 20/100 DOLLARS
Share Witzimagon Reserve Sale. Kincolith Band
No 37
Witness
J. Walttuwen
X his mark
Walter Haldane

RECEIVED FROM Indian Agent C. C. Perry
June 24th 1905
the sum of Fifty-three 10/100 DOLLARS
Share Witzimagon Reserve Sale, Kincolith Band.
No 35
mor geare.
allen

RECEIVED FROM Indian Agent C. C. Perry
June 24th 1905
the sum of Fifty-three 10/100 DOLLARS
Share Witzimagon Reserve Sale, Kincolith Band.
No 37
Witness
J. Walttuwen
Rachel (Haldane)

RECEIVED FROM Indian Agent C. C. Perry
June 24th 1905
the sum of One hundred and six 20/100 DOLLARS
Share Witzimagon Reserve sale. Kincolith Band.
No 36
Wm H. Moore

RECEIVED FROM Indian Agent C. C. Perry
June 24th 1905
the sum of Twenty six 55/100 DOLLARS
Share Witzimagon Reserve Sale, Kincolith Band
No 37
Witness
J. Walttuwen
X his mark
Hubert Haldane

$ 26.55

RECEIVED June 24th 1915

FROM Indian Agent Chas. E. Perry

the sum of Twenty-six 55/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band

No 47 Henry Dangeli (Haddane)

The above boy is step-son of Victor Haddane, who married widow & take Matthew Dangeli. C.E. Perry

$ 26.55

RECEIVED June 24th 1915

FROM Indian Agent C. E. Perry

the sum of Twenty-six 55/100 DOLLARS

Share Witzimagon Reserve Sale Kincolith Band

No 48 Albert Ward

$ 106.20

RECEIVED June 24th 1915

FROM Indian Agent C. E. Perry

the sum of One hundred and six - 20/100 DOLLARS

Share Witzimagon Reserve sale, Kincolith Band

No 49 Silas Maxwell

$ 53.10

RECEIVED June 24th 1915

FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale: Kincolith Band

No 50 Ada Greig

$ 53.10

RECEIVED June 24th 1915

FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale, Kincolith Band.

No 51 Josephine Maxwell

$ 106.20

RECEIVED June 24th 1915

FROM Indian Agent C. E. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 52 Andrew Nelson

$ 106.20

RECEIVED June 24th 1915

FROM Indian Agent C. E. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale. Kincolith Band.

No 53 James Ward

$ 106.20

RECEIVED June 24th 1915

FROM Indian Agent C. E. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No 54 Arthur Nelson

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 45

Emma Nelson

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale, Kincolith Band

No 45

Emily Benson

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 46

Witness A J Watterson

x William Angus

$ 106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 46

Witness A J Watterson

x Ellen Angus

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 47

Witness A J Watterson

x John Mountain

$ 24.55

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Twenty-six 55/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 47

Sidney Wesley

The above Sidney Wesley known also as Sidney Mountain. C.C. Perry I.A.

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 47

Sarah Wiley

The above Sarah Wiley known also as Sarah Mountain. C.C. Perry Indian Agent.

$106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagen Reserve Sale; Kincolith Band

No 49 Stephen T. Allen.

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagen Reserve Sale: Kincolith Band

No 51 Witness to Mark Wellington Lilly Stewart

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagen Reserve Sale, Kincolith Band.

No 49 Witness to Mark Wellington X Caroline Allen

$106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagen Reserve sale: Kincolith Band

No 52 Benjamin McKay

$26.55

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Twenty six 55/100 DOLLARS

Share Witzimagen Reserve Sale, Kincolith Band.

No 49 Paul Allen

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty three 10/100 DOLLARS

Share Witzimagen Reserve Sale: Kincolith Band

No 52 Jessa. McKay.

$106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagen sale: Kincolith Band

No 51 James C. Stewart

$106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagen Reserve sale, Kincolith Band

No 53 Chas B Barton

$52.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale. Mnicoshi Band

No 53

Emily Barton

$106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale. Mnicoshi Band

No 54

Witness
J. J. Watterson

X his mark William Foster

$106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale. Mnicoshi Band

No 55

Witness
J. J. Watterson

X his mark Solomon Ward

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale. Mnicoshi Band

No 56

Witness
J. J. Watterson

X her mark Cecelia Ward
per Solomon Ward X

Wm Solomon Ward sick. Husband sign.

$106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale. Mnicoshi Band.

No 57

J. J. Robinson

$106.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale. Mnicoshi Band.

No 58

Charlie Elliott

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale. Mnicoshi Band

No 59

Witness
J. J. Robinson

X Annie Robinson

$ 26.55

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Twenty-six 55/100 DOLLARS

Share Witzimagon Reserve Sale; Kincolith Band

No 58

Edward Robinson

$ 19.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 60

Witness A. J. Matthewson

his / mark X / Thomas Alexander

$ 19.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 61

Witness A. J. Matthewson

x Peter Watts

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale Kincolith Band

No 62

Witness A. J. Matthewson

her / mark X / Susan Watts

$ 19.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band

No 62

Fred. Stewart

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 63

Witness A. J. Matthewson

his / mark X / Jane Weed

$ 19.20

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No 63

Arthur. Elliott

$ 53.10

June 24th 1905

RECEIVED FROM Indian Agent C. C. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band.

No 65

Witness A. J. Matthewson

his / mark X / Mrs William Joffert

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No 69

Witness J. Matthewson

x Emma Wesley

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale, Kincolith Band.

No 73

Witness J. Matthewson

x Jane Sellers

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No 73

Witness J. Matthewson

x Emma Ward

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band

No 69

Catherine Spence

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band.

No 71

Witness J. Matthewson

x Mrs Luke Nelson

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No 76

Isabella Kinnear

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band.

No 72

Witness J. Matthewson

x Kate Nelson

$53.10

June 24th 1905

RECEIVED FROM Indian Agent C. E. Perry

the sum of Fifty-three 10/100 DOLLARS

Share Witzimagon Reserve sale: Kincolith Band.

No 77

Witness J. Matthewson

x Catherine Morgan

$ 5.15

RECEIVED June 24th 1905

FROM Indian Agent C. C. Perry

the sum of Fifty-three 15/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No. 73

W. Ayers
J. Watterson

X her mark Alice Rose

$ 5.15

RECEIVED June 24th 1905

FROM C. C. Perry, Indian Agent

the sum of Fifty-three 15/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No. 74

W. Ayers
J. Watterson

X Marion Gurney

$ 5.15

RECEIVED June 24th 1905

FROM Indian Agent C. C. Perry

the sum of Fifty-three 15/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No. 17

Rebecca Wilson

$ 5.15

RECEIVED June 24th 1905

FROM Indian Agent C. C. Perry

the sum of Fifty-three 15/100 DOLLARS

Share Witzimagon Reserve Sale, Kincolith Band.

No. 76

W. Ayers
J. Watterson

X Sarah Smith

$ 106.20

RECEIVED July 1st

FROM Indian Agent C. C. Perry

the sum of One hundred and six 20/100 DOLLARS

No. 22

Sam Alexander

Kincolith, July 1915.

Naas.

Mr. James Robertson,

Chief Councillor.

Dear Mr Robertson,

I beg to lay my complaint before you about my son William Barton, you made a mistake with him when you divided the proceeds of the reserve sale, you classed him as a boy instead of a man when others of his age are getting a man's share. Also my daughter Esther Barton was left out altogether. She is a full-grown woman, 24 years old. You will please make good this mistake, as it is not justice to let it go as it is at present.

I remain,

Yours truly,

Chas B Barton

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Kincolith, Naas, B.C.

July, 1915.

Charles B. Barton, Esq.,

Kincolith, Naas, B.C.

Dear Sir,

I received your complaint concerning your boy and your daughter. The reason that the mistake was made was because it was the first time we ever did that kind of work, also Mr. Perry our Indian Agent did not give us time, but I am writing to him now to make it good.

I remain,

Yours truly,

James Robertson,

Chief Councillor.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr Perry,
Indian Agent.

Kincolith,
Naas, B.C. July, 1915.

Dear Mr. Perry,

I beg to call your attention in regard to the mistakes we made in dividing the proceeds of the Reserve sale. There were several mistakes made, several parties left out and among these there were Charlie Barton's son, William Barton, who only got a boy s share, instead of a man's. There are others of his age who got men's shares. Also his daughter Esther Barton. She was left out altogether. She is a full grown woman, 24 years old. Please make good this mistake for it is not justice to let it go as it is.

I remain,

Yours truly,

James Robertson,

Chief Councillor.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Wahnimagon Res

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455,586

May 11th. 1916.

Dear Mr. Perry,

It has been brought to me attention that in the distribution of the first moiety of the proceeds of the sale of the Witzimagon Reserve some mistakes were made. Wm. Barton, who should have received a man's share, received only a boy's, and Esther Barton, a young woman of 24 years of age, was left out altogether.

Please let me have a report with regards to the distribution of this money, and specially with reference to the Bartons.

Yours very truly,

J. D. Duncan C. L. M.

Deputy Superintendent General.

C. C. Perry, Esq.,
Indian Agent,
Metlakatla, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455-576

INDIAN AGENT'S OFFICE,

Metlakatla, B.C.,

May 25th, 1916

IN YOUR REPLY REFER TO No. 133 ALSO TO DATE OF THIS LETTER.

DEPARTMENT OF INDIAN AFFAIRS JUN 1 1916

ACCOUNTANTS JUN 7 1916 FRANCH.

Sir,—

491138

I have the honor to acknowledge receipt of your letter of the IIth instant, No. 455,576, concerning the distribution of the proceeds of the sale of Witzimagon Reserve. In reply I beg to say the Department has on file all the lists and correspondence connected with the disposition of all monies.

As to the Barton family in particular, I would inform you that the list of Indians entitled to share in the monies was prepared at a series of public meetings at which Mr. Charles Barton was present. It took three days to prepare the list in detail, and when this was done I called a special meeting for the purpose of reading the list to a full meeting. I took care to engage the services of J. Maxwell Collison Esq. J.P., son of Venerable Archdeacon Collison, who is quite familiar with the language of the Indians and who interpreted the list for me to the Indians.

Whem the list was read I asked the Indians if they were quite sure that none of their people had been overlooked. This was Mr. Barton's opportunity to speak in behalf of his family. He did not utter a word, and I then took a vote of the Indians

Duncan C. Scott Esqr.,
Deputy Superintendent General of Indian Affairs,
Ottawa. Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER.

191

(2)

Sir,-

to see if they were quite satisfied with the list as representing their members entitled to shares, - the list that had been prepared from the village council book and revised and completed in the public meetings. The vote carried, and I forwarded this to Ottawa with other data.

Monies were distributed to the Barton family as follows:

C.B.Barton.....	$ 106.20
Emily.....	53.10
H.J.Barton (son)....	106.20
Eliza (son's wife)..	53.10
Younger son.....	26.55
Lydia Barton.....	53.10
Stephen Barton.....	106.20
Mary Barton.....	53.10

You will be aware that in dealing with the Indians I have to be guided by the lists of members as recognized by the Indians themselves. Each village has its list of recognized members, and it is impossible for me to keep in mind each individual member of each band. In this instance I not only had recourse to the village list of members, but took special precautions to have it revised in the presence of a public meeting. I would not be guided by the few men who composed the council, knowing well how often prejudices creep in where a few control affairs as in this instance. These facts as stated

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE,

IN YOUR REPLY REFER TO
No.
ALSO
TO DATE OF THIS LETTER.

(2)

191

Sir,—

will be borne out by Venerable Archdeacon Collison and Rev.W.E.Collison J.P.,who also attended some of these meetings. They were present when the Indians carried a vote of confidence in me as their Indian agent and expressed absolute satisfaction at the manner in which their affairs had been handled by me.

If there has been any mistake,Mr.C.Barton is responsible. I am unable to ascertain the reason for the omission of the name of Esther Barton,or why the people elected to allow Wm Barton only a boy's share,for the reason that the Indians have now scattered and few are at home. I will write immediately,however,to the late chief councillor,J.B.Robinson and ex-chief councillor Albert L.Allen for information, and will write you again on the subject.

I have the honor to be,

Sir,

Your obedient servant,

Charles C. Pelletier

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Auditor General's Office, Canada,

OTTAWA, Oct. 13, 1916.

Dear Mr. Paget,-

The following payments were made in connection with the visit of 4 Indians from the Naas Agency in the spring of 1915-

B.C. cheque No. 2495, issued Feb. 20, 1915, R.S. Woods, advance $300.00

refunded to T Trust ck 159 B.C. cheque No. 2775, March 26, 1915, W.J. Lincoln, advance 50.00

Trust Fund cheque 162, April 7, 1915, W.J. Lincoln, advance 100.00

Trust Fund cheque 597, April 25, 1915, R.S. Woods, advance 50.00
~~ad~~

455.576 Trust Fund cheque 757, May 1, 1915, R.S. Woods, advance 270.00

Total advances $770.00

In addition to this, two payments were made to the Cecil Hotel Co., for board and lodging, of $205.60 and $250.50, making altogether $2026.10.

9c 443 Bal $175.00 Cap. 812.9

I have no details for the expenditure of the $770 advanced to Woods and Lincoln. I should like to know if these men were supposed to account for this money, or if it was to be regarded as a grant on account of their expenses. In the latter case, I should have an estimate of their expenses, in order to be sure that the whole of this money has been expended.

In connection with the visit of these four Indians, I notice that two of them appear to have returned to Prince Rupert direct by the G.T. Pacific Ry., the other two after being in Ottawa, appear to have gone to North Bend by the C.P.Ry. and returned from there to Ottawa. I think we should have the reason for the trip made to North Bend by these two Indians.

Yours truly,

F.H. Paget, Esq.,
Accountant, Dept. of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vote No.

Treaty No

Department of Indian Affairs

To R.S. Woods.

DATE.		SERVICE.	AMOUNT.	
1916				
Feb.	20	Railway fares of three chiefs and secretary from Prince Rupert to Ottawa via G.T.P. @ $75.00 each.	300	00
		Ch. No. 2491		
		TOTAL,		

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.

Ag.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Vote No.

Treaty No

Department of Indian Affairs

To W.J.Lincon & R.S.Woods.

DATE.		SERVICE.	AMOUNT.	
1916				
March		Railway fares of two Indians from Ottawa to Spencer's Bridge and return via C.P.R. @ $133.45	267	90
		Railway fares of four Indians from Ottawa to Prince Rupert @ $72.25	289	00
		Trust Fund cheques Nos. 162,597,757 and 759. for $100.00, $50.00, $270.00 and $50.00 aggregating $470.00 were issued towards paying these expenses.		
		TOTAL,	555	90

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.

Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, October 17th.,1916.

Dear Mr. Reid,-

In reply to yours of the 13th instant, respecting the visit of four Indians from the Naas Agency in the Spring of 1915; I beg to enclose vouchers giving details of cost of transportation. The payments made to these Indians were to assist them in meeting the expenses of their trip. Some of the expenses incurred on the trip were met by themselves, but not all as the vouchers indicate.

The advance of $300.00 made by cheque No. 2495 is to be refunded out of the Band's Funds when circumstances will permit. The other advances have been charged to the Band's Interest Account. The amount advanced per cheque No. 2775 from Consolidated Fund was refunded by cheque No. 759.

In regard to the visit of two of the Indians to Spencer's Bridge and their return to Ottawa, this was for the purpose of consulting the Band in regard to matters under discussion at Ottawa.

Yours truly,

Accountant.

J.W.Reid Esq.,
Auditor General's Dept.,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ottawa, October 17th.,1916.

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Yours truly,

Accountant.

J.W.Reid Esq.,
Auditor General's Dept.,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455576

INDIAN AGENT'S OFFICE

Prince Rupert, B.C.

IN YOUR REPLY REFER TO
No. 12 6
ALSO
TO DATE OF THIS LETTER

Immediate
Acct

February 27. 1917

ACCOUNTANTS
MAR 6 1917
BRANCH

DEPARTMENT OF INDIAN AFFAIRS
MAR 6 1917

Sir,—

498369

The Indian Council at Kincolith has requested me to furnish it with a complete statement of the disbursement of the proceeds of sale of the Witzimagon Indian Reserve. This information is required ~~by the Department~~ in order that they may ascertain all the particulars as to expenditures in connection with the installation of their sawmill, etc. Will you kindly have such a statement prepared and sent to me at your earliest convenience.

Your Obedient Servant,

Charles C. Perry

Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Canada.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Witzamagon Indian Reserve

Capital Account.

	By sale of Reserve		$21,500.00
1915			
June 7.	To Distribution among Indians	10,620.00	
Nov. 4 1916	" Waterous Engine Works Co. Machinery	4,940.00	
Jan. 4.	" C.D.Jones installation of boiler	105.00	
"	" C. P. Rwy Co. Freight on machinery	127.75	
"	" McLennan & McFeely Co. Prepaid fright	2.45	
"	" Kaien Hardware Co. brick, cement, etc.	538.92	
May 23.	" Greenville Sawmill Co. Lumber	403.27	
	" Jacob Stewart "	274.27	
	" J. G. Robinson Supplies for mill	47.62	
	" hire of boats	121.00	
	" Chas. Elliott Supplies for mill	12.00	
	" W. J. Lencon " " "	76.00	
	" Jos. Latimer Timber " "	190.19	
	" Joseph Benson Boom of logs	367.79	
	" James Stewart Cedar piles	19.16	
	" Wages on Saw mill	1703.97	
	" Kaien Hardware Co. Supplies for mill	340.97	
	" McLennan & McFeely & Co. " " "	200.13	
	" Kincolith Packing Co. Hire of scow,&c	93.40	
	" Walter Haldane Timber re mill	126.64	
	"Westholme Lumber Co. fireclay	9.15	
	" W. R. Jamieson Installing machinery	210.00	
June 13	" McLennan & McFeely Co. Whistle for mill	34.50	
" "	" Robertson & Hackett Roller for mill	22.90	
		20,787.08	

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455,576

Ottawa, March 7th., 1917.

Sir,-

In compliance with the request contained in your letter of the 27th ultimo, I beg to transmit herewith a statement of the disbursements of the proceeds of the sale of the Witzamagon Indian Reserve.

J.W.T.

Your obedient servant,

Asst. Deputy and Secretary.

C. C. Perry Esq.,
Indian Agent,
Prince Rupert, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Fiscal Year 1917-1918

No. 414

Vote No.

GOVERNMENT OF THE DOMINION OF CANADA

Department of Indian Affairs, British Columbia

Nass AGENCY

To Mary Jane Dennis, Kincolith, Nass River, B.C.

DATE	DETAIL	AMOUNT	
Sep. 11	To Share in proceeds of sale of the Witzimagon Indian Reserve as per pay list No. 80, under declaration of Indian Agent dated 7th July, 1915, Kincolith Band, Nass River, B.C. This share was returned to the Department as the name given in the list was not correct. It has now been definitely ascertained that the name of this woman is Mary Jane Dennis and not Kate Dennis.....	53	10
	(Departmental Fyle No. 455576)		
	3267 Nov 28/17		
	$	53	10

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 the expenditure has been incurred legitimately and that each item of the same is a fair and just charge against the Government of Canada.

Charles C. Perry

Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455-576

INDIAN AGENT'S OFFICE

DEPARTMENT OF INDIAN AFFAIRS SEP 21 1917

Prince Rupert, B.C.,

September 19th, 1917

REFER TO IN YOUR Relief ALSO TO DATE OF THIS LETTER

Sir,—

R

I have the honor to transmit herewith voucher No.B.414 with a view to paymant of the sum of $53.10 to Mary Jane Dennis, the said amount being this payee's share in the proceeds of the sale of the Witzimagon Indian Reserve to the Granby Consolidated Mining and Smelting Company Ltd by the Kincolith Indians.

The amount was returned to the Department with pay list, at the time of the distribution of proceeds because the name of this woman was not recorded properly in the list of payees. I have been informed now that the correct name of the old woman is Mary Jane Dennis and not Kate. I would recommend that the amount be paid.

3267 sent 28/9/17

Ac 414 Cap

I have the honor to be,

Sir,

Your obedient servant,

Charles Perry

Indian Agent.

RECOMMENDED FOR PAYMENT
Hma
APPROVED,
ACCOUNTANT.

The Assistant Deputy and Secretary,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

45-5-576

F18168-41

L.W. PATMORE, LL.B. W. O. FULTON
PATMORE & FULTON
BARRISTERS, SOLICITORS, ETC.
CABLE ADDRESS "PATMORE" CODE: WESTERN UNION
PRINCE RUPERT, B.C.

DEPT. OF INDIAN AFFAIRS
MAY 23 1919
RECORDS

May 12. 1919.

Duncan C. Scott, Esq. ment
Dep. Supt. General, Depart/of Indian Affairs.
Ottawa, Canada.

523368

9.9a+10. no 1.

Dear Sir:- re Lak-kal-zap and Aiyansh Indian Councils.

We have been instructed by the Lak-kal-zap and Aiyansh Indian Councils of the Nass to take up with you the question of the sale to the Granby Consolidated Mining, Smelting and Power Company Limited of Reserve No. 25, known as Witzimagon, being a reserve of 600 acres, situated on the Western Shore of Hastings Arm, Observatory Inlet, opposite Larcom Island. This Reserve, on January 21st. 1889, was set aside by P. O'Reilly, Indian Reserve Commissioner, amongst other Reserves, for the use of the Nass River Indians, and three or four years ago a sale was made of this Witzimagon Reserve to the Granby Consolidated M. S. & P. Company Limited, and we understand half the proceeds were paid to the Kincolith Indians, and none to the other Indians.

no 10 + 9

LANDS BRANCH
MAY 26 1919

The Lak-kal-zap Indians approached us some years ago in connection with this matter to make their claim, but until several months ago we never found the original records showing their title to the reserve. We made searches at Victoria however, recently, and found the original allotment by P. O'Reilly, Indian Reserve Commissioner, which was approved on February 7th. 1889 by F. G. Vernon, Chief Commissioner of Lands and Works for the Province of British Columbia. We have also looked up the reports of the various commissioners who were appointed in those days to look into the matter, and we find that all of the Indians united in asking for this Witzimagon Reserve for the purpose of getting timber or wood for their boxes used in oolichan fishing, and it was in pursuance of this request that Mr. O'Reilly set aside the Witzimagon Reserve for the use of the Nass River Indians, and why the sale was made on behalf of the Kincolith Indians we do not know, as they were only entitled to their proportionate share of the purchase price, and as a matter of fact no sale should have been made without the consent of the other councils, whom we are now representing.

We enclose herewith copy of the report of Mr. O'Reilly, setting aside the reserve. We found the original of this in the Lands Office, Victoria, B.C.

We have taken the matter up with the Indians, and the Indian Agent here, and find that no relinquishment of the rights

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

of the other Nass River Indians has ever been made. Mr. Perry, the local Indian Agent for the Nass, states that it was sold on behalf of the Kincolith, because the other Indians of the Nass never laid any claim to it. This, however, is not so, as is shown by the reports in which all the Nass River Indians applied for the reserve in the first place, and is shown by the fact that they came to us slightly less than two years ago to make a demand for them, when they found the moneys were distributed without regard to them. Mr. Perry also has brought up the fact that when the Royal Commission was sitting up in that country some three or four years ago, these other Nass River Indians never said anything about the Witzimagon Reserve. Their reply to this is that they were never asked whether they had any interests in these other reserves. The only evidence before the Royal Commission, which had any bearing on this was when an Indian, William Jeffries, was being questioned by Commissioner Carmichael as follows:-

Mr. Carmichael: I understand that this is the Lak-kal-zap Band of Indians?
Ans. Yes.
Q. And that there are two reserves, 9 and 9A belonging to this Band? Ans. Yes.
Q. The one containing about 3.955 acres and the other containing five acres?
Ans. Yes.

You will see from this that the Indian was only referring to the home reserves of the Kit-lak-zap Band, and was never cross-examined as to any claim they might have along with other bands of Indians in any joint reserves situated in other parts of the District.

After looking into the matter we think that the stand of these Indians is perfectly correct, as they state that they were never questioned by the Commissioners on their joint interests with other Indians in these other reserves, and when asked why they did not raise the objection at the time of the sale to the Granby Company they say that they did not see any use in raising any objection because they expected to get their share of the money.

We must ask you therefore to look fully into this matter, and arrange with us for the payment to these Indian Bands of their share of this sale. We may say that we have instructions, signed by the councillors of both of these Councils to make this collection, copies of which we will submit to you at the proper time.

Yours truly,
PATMORE & FULTON.
per

/S. encl.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs

File No. 455,576.

Canada

Lands and Timber Branch

Ottawa, May 28, 1919.

Memo.

The Deputy Minister,-

In regard to letter of the 12th instant, from Messrs. Patmore & Fulton, Barristers, of Prince ~~Albert~~ Rupert, as to the disposition of moneys received for the Witzimagon reserve, I beg to say that, in the schedule of reserves this reserve, which is situate on the western shore of Hastings Arm, Observatory Inlet, is shown to contain 950 acres, and to belong to the Naas River and Kincolith Indians. It was allotted by Commissioner Reilly on the 8th Sept., 1888, surveyed in 1890 and approved May 4th, 1892. The surrender of the reserve was taken from the Naas River and Kincolith Indians, and a sale thereof was made to the Granby Consolidated Mining Smelting & Power Co., Ltd., for the sum of $21,500, cash.

A distribution of one half of the purchase money was made in accordance with memo. of the 7th of June, 1915, to the Kincolith Indians.

As far as the records of the Department show, it would not appear that the Lak-kal-zap and Aiyansh Indians have any interest in this reserve.

W. Adams

Officer in Charge.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ADD[illegible] REPLY TO THE
SECRETARY [illegible] OF INDIAN AFFAIRS,
OTTAWA.

IN YOUR REPLY REFER TO
No. 41-5-5-7-6

ALSO TO THE DATE OF THIS LETTER.

PLEASE WRITE ON ONLY ONE SUBJECT
IN EACH LETTER.

DEPARTMENT OF INDIAN AFFAIRS
CANADA Ottawa, June 2nd, 1919.

Memorandum-

Extracts from Inspector O'Reilly's reports,-

March 25th, 1882- . . . . . ;

On the part of the Nass River, visited by me, a distance of 50 miles, there are four principal villages namely,- Kit-lac-da-max, Kit-wil-luc-shilt, Mach-kal-tsap and Kincolith, having a total population of 847, presided over by four principal chiefs while a number of heads of families, in different encampments, are designated sub-chiefs though all constitute one tribe. These sub-chiefs were very anxious that reserves should be made for their individual use. This, I declined to do and explained to them that the lands are assigned for the use of the tribe collectively and not for the particular use of any family or member of the family

. . . . . .

February 7th, 1889 . . . . . .

I notified the Nass River Indians that the rights of all the tribes who have been in the habit of obtaining their supply of cedar for fishing purposes on these reserves must be respected as heretofore.

. . . . . .

No. 25 - Wit-zim-a-gon contains 600 acres and is situated on the Western shore of Hastings Arm Observatory Inlet. This reserve furnishes a good supply of cedar which is much prized by the Indians as the boxes in which the oolachan grease is stored are made from it.

. . . . . .

S. B.

See Blanche Lister letter Perry of 27 Aug 14 WRD

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455567

June 9th. 1919.

Dear Sirs,

Re Lak-kal-zap and Aiyansh Indian Councils.

I have to acknowledge the receipt of your letter of May 12th. in which you state you are enclosing copy of report of Mr. O'Reilly setting aside the Witzimagon Reserve. The copy of this report was not enclosed with your letter and I should be glad if you would send it to me.

Yours very truly,

Duncan C. Scott

Deputy Superintendent General.

Messrs. Patmore & Fulton,
Barristers, Solicitors, etc.,
Prince Rupert, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA

OFFICE OF THE
DEPUTY SUPERINTENDENT GENERAL
OTTAWA

455,576

DEPT. OF INDIAN AFFAIRS
JUN 10 1919
SURVEYS

June 10, 1919.

Mr. Fabien,-

Will you please let me know what the Royal Commission report says about the Witzimagon Indian reserve or any of the reserves in the Naas river; were they set aside for the Indian bands jointly?

Duncan C. Scott
D. S. G. I. A.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS CANADA

455,576

Ottawa, 11th June 1919.

Memorandum

Mr.Scott,-

The Witzimagon I.R.No.25 of the Kincolith band,Nass Agency was surrendered and sold to the Granby Consolidated Mining,Smelting and Power Co.,Ltd.,of Vancouver,in accordance with an agreement of 3rd and 4th November 1914, between the Company and the Indians for the sum of $21,000.00. The surrender was confirmed by O.C. dated Jan.14th 1915.

Other reserves in the Nass Agency held by several bands,are,-

Port Essington I.R.,	Kitsumkaylum,Kitselas & Tsimpseans bands.
Tsimmanweenclist I.R.,	Nass River (Nishga)tribe,Aiyansh and Kitladamax bands.
Stony Point I.R.	Nass River tribe,Sachkaltsop and Kincolith bands.
Willachough I.R.	Tsimpsean tribe,Port Simpson and Metlakatla bands in common.

Henry Fabien

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

To the Hon Duncan Scott. P Kincolitth
Dept of Indian Affairs Naas River
Ottawa Canada B C

Jan 11th 1919.

Dear Sir

We beg to send you a few words regarding our money which is held in trust for us by the Indian Dept. such money being balance of the money received for the sale of our Reserve at Lynn Bay Observatory Inlet. there is a bal of some $800.00. This money we want to help us in the purchase of Electric lights for our Village. The plant will cost us $4800.00 and we will endeavour to collect enough money for the bal this has been put before our Agent Perry of Prince Rupert. We therefore request you to finally release this money through the Indian Agent for this Purpose. We also request to lay before you our trouble about the

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Indian of Lakgatzap has Pius these people are going to trouble about this money they have engaged a lawyer at Prince Rupert who is trying to make a case and prove that part of this money should go to them, You yourself sir know that the Indian act states in Chap 35 Section 140 that when an Indian leaves one band and goes into another he gives up all rights to the band he has left in matters of lands and money among to the law we are divided into bands and this has always been recognized and followed by us.

We have also heard and noticed at different times that when a certain part of a Reserve is sold the money is never divided among the other Bands takes for one instance the Nittlakatla Band selling their Reserve did not give part to the Port Simpsons and in other cases around Vancouver and Victoria.

by the action of this lawyer by name Pattullo he is trying and

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CANADA

will make trouble among st the Indians of the Saas River.
Sir you know yourself as there are several bands on the Saas Tuscarora at the mouth of River. Sakgatzey and Gywuaha and Cayuga at other part of the River.
On the other hand when the sale was made if these people had any say or right why were they not consulted or notified by Mr Tyson and Mr Perry and called upon to give their consent.
This is all that we want to let you know
Finally excuse our writing to you in pencil we are at Lancaster Carrying Saas River and have no pen or ink
Kindly send us an answer to these word of ours.
Thanking You
We remain Dear Sir
Yours Very truly
Tuscarora Council
David Doolan
Chief Councillor

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455576

DM

File

D.W. PATMORE, LL.B. W.O. FULTON
PATMORE & FULTON
BARRISTERS, SOLICITORS, ETC.
CABLE ADDRESS "PATMORE" CODE: WESTERN UNION
PRINCE RUPERT, B.C.

DEPT. OF INDIAN AFFAIRS
JUN 20 1919
RECORDS

June 13. 1919.

Duncan C. Scott, Esq.

Dept. Supt. General,
Department of Indian Affairs,

Ottawa, Canada.

524360

Dear Sir:- re Lak-kal-zap and Aiyansh Indian Councils and sale of Witzimagon.

On the 12th. day of May we wrote you a letter with regard to the sale by the Kincolith Indians to the Granby Company of the Witzimagon Timber Reserve, pointing out that this Reserve was set aside by P. O'Reilly in 1889 for the Nass River Indians, and not for the Kincoliths only. We have not had any reply from you to our letter. Kindly let us know whether you received this letter, and what is being done by The Department about it.

Yours very truly,
PATMORE & FULTON.
per

P/S.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

KODAK SAFETY FILM

COPY.

(File in Lands Office
No. 168. see Mr. Cathcart
89.

Office Stamp

(Lands & Works)
Jan 23 1889
Victoria, B.C.)

F18168-41

Indian Reserve Commission,

Victoria, B. C.

January 21st. 1889.

Sir:

I have the honor to enclose for your information and approval, minutes of decision and rough sketches of seventeen reserves situated on the Nass River, Kinamax River, Observatory Inlet, and Portland Canal defined by me during the months of August and September for the use of the Nass River Indians.

These reserves are used as fishing stations except Nos. 23, 25 and 26, containing in the aggregate 1415 acres of which about 1000 are covered with inferior timber, valued however by the Indians not only of the Nass but by other tribes which frequent this part of the country during the oolachan fishing season.

I have the honor to be,

Sir,

Your Obedient Servant,

"P. O'Reilly"

I. R. C.

The Honorable,

The Chief Commissioner of Lands & Works.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Approved, Feb. 7. 1889. F. G. Vernon, C. C. L. W.

EXTRACTS FROM MINUTES OF DECISION

NASS RIVER INDIANS.

"MINUTES OF DECISION NASS RIVER INDIANS."

No. 16. Talahaat, etc.

No. 17. Georgie , etc.

No. 18. Kul lan, etc.

No. 19. Scam-a-kounst, etc.

No. 20. Kin me lit, etc.

No. 21. Slooks, etc.

No. 22. Stagoo. etc.

No. 23. Kit sin-et etc.

No. 24. Gitzault, etc.

No. 25. Witzimagon, a reserve of 600 acres, situated on the Western shore of Hastings Arm, Observatory Inlet, opposite Larcom Island, commencing at a hemlock tree marked Indian Reserve and running East to the seashore, thence following the Coast in a Northerly and Southerly direction to the place of commencement.

No. 26. Tack-w-an, etc.

No. 27. Ksbwan, etc.

No. 28. Scowban, etc.

No. 14 A. Kincolith, etc.

No. 8 A. Audegulay, etc.

No. 29. Zaulzap. etc.

No. 1 A. Kitlacdamax, etc.

"P. O'Reilly"

I. R. C.

Nass River, B. C.
September 8th. 1888.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

435576

L.W. PATMORE, LL.B. W.O. FULTON
PATMORE & FULTON
BARRISTERS, SOLICITORS, ETC.
CABLE ADDRESS "PATMORE" CODE: WESTERN UNION
PRINCE RUPERT. B.C.

DEPT. OF INDIAN AFFAIRS
JUN 30 1919
RECORDS

June 18. 1919. 524543

Duncan C. Scott, Esq.
Dep. Supt. General, Department of Indian Affairs,
Ottawa, Canada.

Dear Sir:- re Lak-kal-zap and Aiyansh Indian Councils.

We beg to acknowledge receipt of your letter of the 9th. inst. and beg to enclose herewith duplicate copy of Mr. O'Reilly's report. Trusting you will receive this one, we beg to remain,

Yours truly,
PATMORE & FULTON,
per

Encl-1.
P/S.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455576 July 2, 1919.

Dear Sirs,-

I have to acknowledge your letter of the 18th instant inclosing a copy of Mr. O'Reilly's report in connection with the claims of the Lak-kal-sap and Aiyansh bands, and in reply thereto I may say that I have referred the matter to our local agent for a report. When this report is received we shall be able to give the question proper consideration.

Yours truly,

Duncan C. Scott

Deputy Superintendent General.

Messrs. Patmore & Fulton,
Barristers, Solicitors, etc.,
Prince Rupert, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

F18168-41

455576
Inclosures.

July 3, 1919.

Dear Sir,-

I am inclosing copies of correspondence received from Messrs. Patmore & Fulton with respect to the claims of the Lak-kal-zap and Aiyansh bands to the Witsimagon reserve. The surrender was taken from the Kincolith band alone on the understanding that they were the sole owners. I note that when the surrender papers were sent to be taken they were made out in favour of the Kincolith and Nass River bands.

Please let me have a full report in this matter as soon as possible, and explain therein how it is that the Kincolith band claimed to be the sole owners of this reserve and what the nature of their title is. As this is a matter of great importance, it is desired that your report in connection therewith should be a very thorough and careful one.

Yours truly,
Duncan C. Scott
Deputy Superintendent General.

C.C. Perry, Esq.,
Indian Agent,
Prince Rupert, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

Cowan, Martin, Dixie & Gurd,
BARRISTERS & SOLICITORS

JOSEPH MARTIN, K.C. GEO. H. COWAN, K.C.
W. F. GURD J. W. DIXIE

CABLE ADDRESS: "COWANSBAY," VANCOUVER.
TELEPHONE, SEYMOUR Nos. 5430. 5431.

827-836 ROGERS BUILDING,
470 GRANVILLE STREET.
Vancouver, B.C.

45-5-576

DEPT. OF INDIAN AFFAIRS
JUL 11 1919
SURVEYS

DEPT. OF INDIAN AFFAIRS
JUL 10 1919
RECORDS

4th July 1919.

The Superintendent of Indian Affairs,
Ottawa, Ont.

525016

Dear Sir:-

On behalf of the Kincolith Indians we beg to be advised what claims the tribes of Indians of the Upper Naas are making in respect of damages which have been caused to the reserves of the Kincolith band of Indians by the fumes and smoke from the Granby Smelter.

The Indians, for whom we are acting, are of opinion that the compensation in respect of these injuries and which have been suffered by them alone, should be paid to them.

Our clients also believe that the Upper Naas Indians have in fact no interest in the reserves in question but only in reserves laid off around their own encampment.

We should like to be advised in respect of these three points, and we might add that the Kincolith Indians are particularly concerned to know on what facts and on what legislation, if any, the claim of the Upper Naas Indians is based, as to the reserves on the Salt Water, occupied by the Kincolith band

This question may arise in various ways, and is not necessa rily confined to the present contention. Therefore, we should be glad if we can be fully advised and supplied with data, if any, bearing on the question.

Extract on 501589

2

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Thanking you in anticipation.

Yours truly,

COWAN, MARTIN, DIXIE & GURD,

per

WFG/WH

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

455576

DEPARTMENT OF INDIAN AFFAIRS
CANADA

Ottawa, 14th July 1919.

Memorandum

Mr.Robertson,-

Please note in the schedule of reservations made by the Reserve Commissioner of the chain in width for fishing and camping purposes on a number of the Nass River reserves in favour of certain Indians collectively. (Page 76 .,Vol.No.3,Minutes of Decision).

Chief Surveyor.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

18168-41

455576

Memorandum

Ottawa, 17th July 1919.

Deputy Minister,-

The first part of the letter hereunder of the 4th instant from Messrs.Cowan,Martin,Dixie and Gurd is in connection with the subject of file No.501859.

The second part relates to the division of the Nass River tribe into separate bands.

The Reserve Commissioner,Mr.O'Reilly, allotted the reserves in 1881-8 giving them consecutive numbers for the whole of the Indians of Nass River to whom he refers as the Nass River tribe. But he says that there are four principal villages and that these are "presided over by four principal Chiefs while a number of heads of families in different encampments are designated sub-Chiefs,though all constitute one tribe. These sub-Chiefs were very anxious that reserves should be made for their individual use,this I declined to do and explained to them that the lands are assigned for the use of the tribe collectively and not for the particular use of any family or member of a family."

Yet,notably in one case,the Commissioner appears to have departed from this idea as he says in the case of reserve No.11,- "I reserved this land for the resident Indians of Kincolith (at the mouth of the Nass River) subject however to the rights of the numerous tribes that congregate here for oolachan fishing " etc.,etc.,

The Royal Commission designated the different reserves as pertaining to the Nass River tribe and different bands as follows,-

Nass River Tribe, "Ayansh band, Res.Nos.1,3,4 and 5.
" " " (Nishga tribe) Ayansh & Kitladamax Bd,Res.No.2
" " " Kitladamax bd.,Res. No. 1a

Nass River

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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Nass River Tribe, Kitwilluchshilt bd.,Res.Nos.6,7,29 & 29-A

" " " (Nishga tribe) Kincolith bd.,Res. Nos.30,11, 12,13,14,14-A,15,16,17,18,19,20,21,22,23,24, 25,26,27 and 28.

" " " (Nass River tribe) Lachkaltsap bd.,Res.No.8 8-A,9 and 9-A.

" " " Lachkaltsap & Kincolith bd.,Res. No.10.

Evidently the Royal Commission considered that there were five different bands. This division is probably the correct one and for the proper administration of the interests of these Indians it may prove advisable to adopt it.

This matter indirectly refers to the subject of your letter to the Indian Agent of the 3rd July last. In the above mentioned division among the different bands the Witzemagon Indian reserve No.25 is the property of the Kincolith band; therefore the surrender was properly taken and the distribution of certain of the moneys received appears to have been correctly made.

I think the Agent might be requested to consult with the Indians interested and to report on the foregoing division of the reserves. The letter of Messrs.Cowan, Martin,Dixie and Gurd,to be acknowledged informing them that a special enquiry will be made into the claims of the Indians to which they refer.

C. Bray

Chief Surveyor.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

455576

INDIAN AGENT'S OFFICE

F 18168-41

Prince Rupert, B.C.,

IN YOUR REPLY REFER TO
No. 269
ALSO
TO DATE OF THIS LETTER

July 25th, 1919

DEPT. OF INDIAN AFFAIRS
AUG 8 1919
RECORDS

525921

Mr McLean
Please read & see
then discuss
H

Sir,

I have the honor to acknowledge the receipt of your letter of the 3rd instant, No.455576 relative to the sale of the Witzimagen Indian Reserve and the correspondence of Messrs Patmore & Fulton, Barristers and Solicitors, of Prince Rupert, B.C. with respect thereto.

In reply I have the honor to state that from the time of my appointment in 1909, all my interviews and connections with the Indians of the Nass River confirmed my understanding that all the reserves of Observatory Inlet, including Witzimagen, belonged to the Kincolith Band of Indians; and I would add that from the date of my appointment until the recent correspondence with Messrs Patmore & Fulton took place, no Indian of any other band on the Nass River except the Kincoliths has ever mentioned to me in any connection whatever any of the reserves in Observatory Inlet. Trespass penalties have from time to time been imposed in connection with Observatory Inlet reserves and proceeds have in every case been applied to the Kincolith Band funds with the knowledge of and without the protest of the Indians generally of the Nass River. Moreover, Venerable Archdeacon Collison, who

Duncan C.Scott, Esqr.,
Deputy Superintendent General of Indian Affairs,
OTTAWA.Ont.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
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CANADA

INDIAN AGENT'S OFFICE

(2)

IN YOUR REPLY REFER TO
No. 269
ALSO
TO DATE OF THIS LETTER

191

Sir,—

who
came to the coast when the late William Duncan's activities in connection with the setting apart of reserves were in progress, and who has for fifty and more years been missionary to the Indians and for thirty-five years on the Nass River, being better acquainted with the affairs of these Nass Indians than I am at the present time, has for ten years interpreted for me in all my transactions with the Kincolith Indians and will testify to the fact that no other band of Indians and no other member of the Nass people than the Kincolithe has ever negotiated or spoken in any matter affecting the Observatory Inlet reserves, during the ten years I have been connected with them.

I was aware, however, that the Schedule of Indian Reserves recorded the reserves of Observatory Inlet as being the property of "the Kincolith and Nass River Indians", and to ward off the possibility of any misunderstanding in this regard that may arise, I sent a circular letter to all the Nass River bands prior to the sale of the Witzimagon Reserve, to which no response was received from any but the Kincolith Band. The letter requested that a list of the reserves with which each Band was identified be sent to me. I informed you of this action and refusal in my letter of August 27th, 1914

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
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CANADA

INDIAN AGENT'S OFFICE

(3)

IN YOUR REPLY REFER TO
No. 269
ALSO
TO DATE OF THIS LETTER

191

Sir,—

1914
No.228. In this letter I also pointed out that Rev. A.E.O'Meara, Barrister and Soliciter, who has for many years been agitating the Indians in the matter of their alleged Land Title grievance, appeared to be responsible for the attitude of the Indians. /At the time of Mr.O'Meara's visit to the Nass, he interviewed me at Prince Rupert and asked me if I was going to the Nass as he understood that the surrender of the Witzimagen Indian Reserve was about to be taken. It is significant that, while Mr.O'Meara was engaged at that time by the Indians of the whole Nass River, no objection was made to the proposed surrender either by Mr. O'Meara or by the shrewd Indians Barton and Lincoln, and R.S.Woods, the half-breed interpreter, who accompanied him in his itinerancy through the Nass areas and villages.

Moreover, Mr.R.S.Woods was the confidant of Rev.Mr.O'Meara. He followed the Royal Commission all along the Nass River, presenting addresses and giving evidence, as will be seen by the official transcript.

When the Commission had Indians under examination at Lak-kalzap, Mr.Woods was called by the Indians. The following are some of his remarks:- " ...;after

"the findings of the Royal Commission are known to this effect any representations that they (the Indians) may make for the lands here, <u>and they keep track of them</u>.....etc."

Mr.Woods knew all about the proposed surrender

before

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE

(4)

IN YOUR REPLY REFER TO
No. 269
ALSO
TO DATE OF THIS LETTER

191

Sir,—

before
it took place. He was at Kincolith at the time of the surrender. It is also significant that he remained passive and silent during the stages of the surrenger; and all the Indians of the Nass River knew of the transaction and witnessed payments being made to the Kincolith Indians at several canneries where the proceeds were being distributed by me.

Venerable Archdeacon Collison and his son, J. Maxwell Collison, J.P. were present at and interpreted during the meetings with the Kincolith Indians regarding the surrender.

Mr. A. M. Tyson, Inspector of Indian Agencies at that time, accompanied me and was present throughout the whole proceedings. He would no doubt testify that there was no question as to the prevailing assumption on thepart of everyone that the reserve in question belonged only to the Kincolith Indians.

Since receiving your letter I have been look-into the Cornwall-Planta report of 1887, from which I gather the following data:-

Page 423

ORDINARY RESERVES AND HUNTING RESERVES

" The Kincolith (14) people want reserved land on-Observatory Inlet, Portland Inlet, Portland Canal, Alice Arm, Hastings Arm, Hastings Arm, Kinnamax River, stream opposite Stoney Point.

" The Greenville (9) (Lachkaltzap) and Kit-wil-ukshilt (7) people want the present reserves on the Nass enlarged to boundaries which they describe;

also

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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ARCHIVES PUBLIQUES
CANADA

INDIAN AGENT'S OFFICE

(5)

IN YOUR REPLY REFER TO
No. 269
ALSO
TO DATE OF THIS LETTER

191

Sir,—

al so
land on - Portland Canal (mountain land), Kinnamax River on Portland Inlet, Hess-chet-ke on Observatory Inlet, and a whole stream running through An-de-qu-lay (8), on the Nass River.

By the foregoing, and by what is deduced from the evidence taken by that Commission, it seems clear to me that the only place in which the Nass River Indians outside of Kincolith are interested in Observatory Inlet is Hess-chet-ke and this place does not appear to have ever been constituted as a reserve.

When the Royal Commission was on the Nass River subsequently to the surrender, I asked the Commission to make careful inquiries from the Indians as to the reserves which each band claimed. The Commission (as will be seen by the transcript) inquired of the Indians at each village, and in course the reserves of the separate villages were regrouped, which was the object of these inquiries.

I am personally quite satisfied that the surrender by the Kincolith Indians was in order, and that the recent ebullition of the Lak-kalzap Indians is a psycological result of the inquiries made in connection with the regrouping mentioned. Inquiries also satisfy me that the Indians are being encouraged to embarrass the Government in the matter of reserves and the relation of the Indians to them.

I have the honor to be,
Sir,
Your obedient servant,

Charles C. Perry
Indian Agent.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F18168-41

455576

Ottawa, 14th August 1919.

Gentlemen,-

With further reference to your letter of the 12th May last with regard to the claim of the Lak-kal-zap and Aiyansh Indians to share in the proceeds of the sale of the Witzimagon Indian reserve, I beg to inform you that the Department has given this matter consideration and find that the surrender was properly given by the Kincolith band and that these Indians alone are entitled to the proceeds of the sale of this reserve. The reserve was allotted by Commissioner O'Reilly for their use and the Royal Commission appointed to look into the question of Indian reserves in British Columbia in their report have confirmed this reserve as belonging to the Kincolith band.

Your obedient servant,

J Duncan

Assistant Deputy and Secretary.

Messrs. Patmore & Fulton,
Barristers etc.,
Prince Rupert, B.C

Hardwick's dictation

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

PUBLIC ARCHIVES
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CANADA

453-576

Memo
file and
return to D.M.

DEPARTMENT OF
INDIAN AFFAIRS
CANADA

DEPT. OF INDIAN AFFAIRS
AUG 18 1919
RECORDS

455576

Ottawa, 13th June 1919.

Memorandum

526284

Mr. Scott,-

In the evidence taken by the Royal Commission in the Nass Agency the only mention made about Witzimagon I.R.No.25 is by Chief Stephen A.Allan, who to a question put by Commissioner Carmichael ("Now, No.25 was sold with the consent of the Indians") answered "Yes". This Chief said previously that he was speaking for the Kincolith and the bands of the Lower Nishga or Lower Nass. Agent Perry also testified and said that the reserve was sold to the Granby Consolidated Mining and Smelting Co., for money and adds that no land was asked in exchange. Neither the Chief nor the Agent said that other bands had any interest in this reserve.

Henry Fabien

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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45576

L.W. PATMORE, LL.B. W.O. FULTON
PATMORE & FULTON
BARRISTERS, SOLICITORS, ETC.
CABLE ADDRESS "PATMORE" CODE: WESTERN UNION
PRINCE RUPERT, B.C.

DEPT. OF INDIAN AFFAIRS
SEP 2 1919
RECORDS

August 23. 1919.

J. D. McLean, Esq.
Asst. Deputy & Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

526739

File 45576.

Dear Sir:- re Lak-kal-zap Indians.

We beg to acknowledge receipt of your letter of the 14th. inst. and note what you say. We cannot understand how you can say that Commissioner O'Reilly allotted this Reserve for the Kincolith Indians only, when his allotment, a copy of which we sent you, clearly states that it was for the Nass River Indians. There is nothing in any of Commissioner O'Reilly's reports or findings to show that it was given to the Kincolith Indians, and the Royal Commission, which sat here a few years ago, never did look into this matter. We would like to know from you upon what grounds you make the statements you do in your letter.

We do not intend to drop this matter at this point, and intend to proceed in the Courts and get these Indians their rights, but before doing so would like you to show us wherein we are wrong, if, as you say, we are wrong in our contention. We have seen Commissioner O'Reilly's original finding, where he gave this reserve to the Indians of the Nass River, and his finding was approved by the Chief Commissioner of Lands and Works for the Province of British Columbia at that time, and we are satisfied that there is no record anywhere where it states that these lands were set aside for the Kincoliths.

DEPT. OF INDIAN AFFAIRS
SEP 8 1919
SURVEYS

Yours truly,
PATMORE & FULTON.
per

P/S.

Indian Affairs. (RG 10, Volume 7640, File 18168-41)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Letter went 27th.

455576

Imp. Min. 1 Dy. 2 secs

Hold for Mr. Scott

Ottawa, September 9th, 191 .

Gentlemen,-

In reply to your letter of the 23rd ultimo I have to say that the Reserve Commissioner, Mr. O'Reilly, allotted the reserves in 1881-8, giving them consecutive numbers for the whole of the Indians of Nass River to whom he refers as the Nass River tribe. But he says that there are four principal villages and that these are presided by four principal Chiefs, while a number of heads of families in ~~nas~~ encampments are designated as sub-chiefs though all constitute one tribe.

different

The Local Indian Agent requested the Royal Commission when on the Nass River to make careful inquiries from the Kndians as to the reserves which each band claimed. They made inquiries at each village and designated the different reserves as pertaining to the Nass River ~~[illegible]~~ tribe and different bands as follows,-

Nass River Tribe. "Ayansh band, Res. Nos.1,3,4, and 5.
" " " (Nishga tribe) Ayansh & Kitladamax Bd. No.2
" " " Kitladamax band, Res.1A.
" " " Kitwilluchshilt bd, Res. Nos.6,7,29 & 29A.
" " " (Nishga tribe) Kincolith bd, Res.30,11,12, 13,14,14A,15,16,17,18,19,20,21,22,23, 24,25,26,27 and 28.
" " " (Nass River tribe) Lachkaltsap bd, Res.8 8A,9 and 9A.
" " " Lachkaltsap & Kincolith bd, No.10.

S.B.

It has been shown to the satisfaction of the Department that no Indians of any other band on the Nass River except the Kincoliths have any claim to reserves in Observatory Inlet.

Your obedient servant,

J.D. McLean

Asst. Deputy and Secretary.

File

Messrs Patmore & Fulton,
Barristers, etc.,
Prince Rupert, B.C.,

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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18168-41 CLOSED

FROM 10/2/14

TO 9/9/19

Indian Affairs. (RG 10, Volume 7640, File 18168-41)

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CANADA

Indian Affairs
Headquarters Files

(RG 10, Volume 7640)

File 18165-60	1	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1923 - 1934
File 18165-60	2	Lytton Agency - Correspondence regarding mining on the Bridge River Indian Reserve. 1934 - 1938
File 18168-41		Skeena Agency - Correspondence regarding mining on the Wityimagon Reserve. 1914-1919
File 18169-14		Nicola Agency - Correspondence regarding mining on the various reserves in the agency. 1891 - 1933

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CANADA

vol. 1

No. 18169-14

Department of Indian Affairs

19.....

NICOLA

MINING

JOEYASKA NO. 2 - ZOHT NO.4 & 5

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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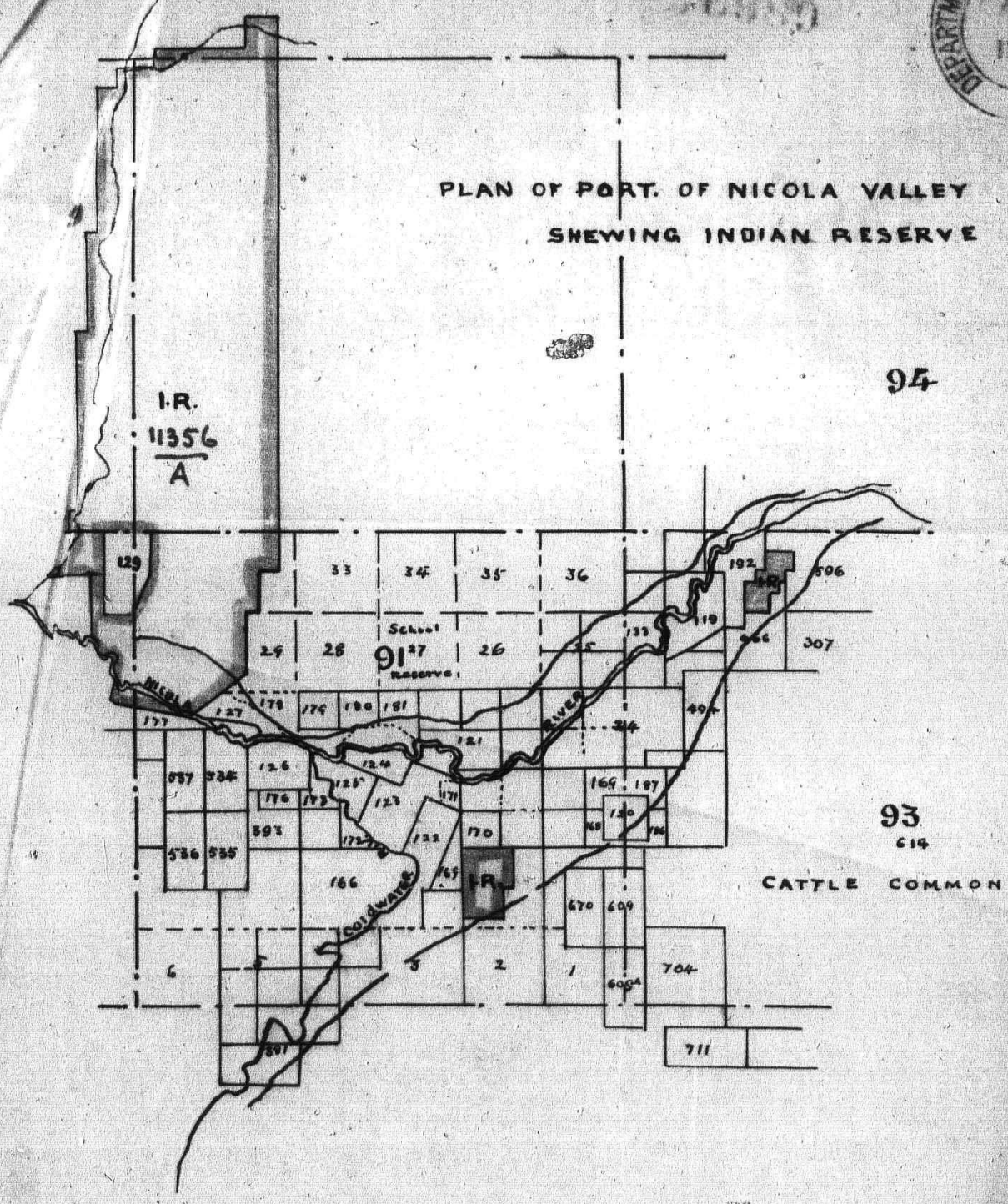
CANADA

DEPARTMENT OF INDIAN AFFAIRS
APR 10 1891

PLAN OF PORT. OF NICOLA VALLEY
SHEWING INDIAN RESERVE



Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
APR 10 1891

(Copy)

Victoria, April 2nd. 1891.

A. W. Vowell Esq.
Indian Commissioner
Victoria,

Dear Sir,

I send you to-day an application, in duplicate for the privilege of prospecting and mining on three Indian Reserves in Nicola which was made by me Jan'y 23rd. 1891 and which you returned on account of some slight irregularity in the way it was drawn . Hoping that this one will be satisfactory I am,

Yours very truly

(Signed) J. M. Lefevre

Correct Copy
H Moffatt

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

76989

British Columbia

DEPARTMENT OF INDIAN AFFAIRS
APR 10 1891

To Lefevre
To Forster
Apr 10/91

No. 7. Indian Office
Victoria April 3rd 1891.

Sir,

I have the honor to enclose herewith duplicate of application made on behalf of the Nicola Valley Railway Co. for the privilege of searching for coal, and mining the same, if discovered, on the Indian Reserves in Townships 91 & 93. in the Nicola Division of Yale District. B. C.

D BRANCH
APR 14 1891

I may state that the Co is prepared with capital and the necessary plant to carry on prospecting without delay, and in a bona fide manner.

I also enclose herein copy of covering letter received from Mr. Lefevre with above mentioned application, and would recommend that the same be favorably considered, as the industry proposed to be started cannot but be beneficial to the Indians if successfully carried out.

I have the honor to be
Sir,
Your Obdt. Servt.
A. W. Vowell
Visiting Indian Agent

L. Vankoughnet Esq.
Dept. Supt. General
of Ind. Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

76. 989

MEMORANDUM.

To The Deputy Superintendent General of Indian Affairs,

Department of Indian Affairs,

Ottawa, 22nd April 1892

RECORDED
APR 22 1892
BRANCH

Mr. Vowell has forwarded application on behalf of the Nicola Valley Railway Company for the privilege of searching for coal and of working the same on the Indian Reserves in Townships 91 & 93, Yale District. The undersigned begs to state that the Indians have not given their consent under the Indian Act for the sale or lease of these Reserves or any portion thereof, and it is not stated whether the Indians would be willing to surrender for sale or lease of the mining privileges on these Reserves, but Supt. Vowell says that the industry proposed to be started cannot but be beneficial to the Indians if successfully carried out.

O. D. M. Leno

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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KODAK SAFETY FILM

RETURN TO CORRESPONDENCE BRANCH.

ANSWER REQUIRED

76989

A. W. Vowell Esq.
I. Indian Supt
Victoria.
B.C.

240 J.

April 25th 1891

Sir,

I have to ack. the recpt. of your letter of the 3rd inst. submitting the appln made on behalf of the Nicola Valley Railway Co for the privilege of searching for coal & mining the same, if discovered, on the Indian Reserves nos 91 & 93 in the Nicola Division of Yale District, B.C.

In reply I beg to inform you that the Indians not having surrendered the land it

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CANADA

it cannot be sold;
and you do not
~~otall~~ recommend
that the Indians
be asked to surrender
the same, although
you state that the
industry proposed
to be established, if
permission is given,
would be beneficial
to them.

Yours &c.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

File 18169-14 Vol. 1

(Copy) ~~79265~~

DEPARTMENT OF INDIAN AFFAIRS
JUN 11 1891

Kamloops, B. C.

IIth. May I89I.

79267

Sir,

I have the honor to acknowledge the receipt of your letter 435. Y. dated 4th. May I89I enclosing copy of an application from the Nicola Valley Railway Co. for the privilege of searching for coal and mining the same in Townships 9I and 93 in the Nicola Division of Yale District.

The reserves above referred to are the Mameet, Nziskat and Zoht (2) Reserves.

There are two applications on file here for searching and mining coal on the Mameet Reserve namely:-

1 That of the Nicola Railway Co dated 23rd. Jan. I89I and That of deWolf and Munro dated 26th. March I89I.

For searching and mining coal on the Nziskat Reserve there are two applications namely:-

1. That of the Nicola Railway Co dated 23rd. Jan. I89I and that of Hamilton Merritt dated I7th. Feb. I89I.

Only 320 acres can be disposed of to each applicant

A. W. Vowell Esq.
Indian Superintendent,
Victoria, B. C.

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CANADA

applicant.

79267

I presume that the first applicant has the first choice of location.

I must inform Mr. Merritt that the Nicola Railway Co.s application for the Coal on Nziskat Reserve was made prior to that of his application for the same rights.

The coal measures of the Cold Water Valley will probably be found to extend under the surface of the greater portion of the Mamcet Reserve.

The only application for the coal on the Zoht No. 2 Reserve is that of the Nicola Railway Co.

This Reserve is peculiarly situated, and in respect to which I beg to refer you to a somewhat voluminous correspondence on file in your office.

There is neither wood nor water on this Reserve. The Department did not deem it advisable to incur the expense of the dam, ditch and fluming requisite to raise water out of the Nicola for the improvement of this allotment, the Indians could make no use of it. About three years ago Mr. W. Pooley arranged with Chu-yas-ka the Zoht Chief to give to said Chief and his band an equal area of land up the Valley of Clapperton Creek, 6 miles from the Nicola Post Office, in exchange for

their

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their rights in the reserve under consideration; subject to the approval of the Gevermental Authorities. Mr. Pooley's main object in doing so was to save the cost of fencing, as the boundary lines of this reserve are remarkably angular. The question has been referred to the Reserve Commissioner's Office where I presume it still mians under serious deliberation. Mr. Pooley secured 160 acres up Clapperton Creek which Chuyaska now occupies to his satisfaction. Mr. Pooley is prepared to convey this land to the Indian Department at any time, in exchange for the reserve now being considered. I understand that he and his neighbour have already surrendered their rights in the coal which may underlie their lands, to the Nicola Railway Co, provided that that Company fulfils its promise, to open a Coal mine on the Cold water Coal measures, and to build and operate a Railway therefrom to C. P. Railroad.

I shall get the required surrender from the Indians respecting the lands alluded to in your letter, as soon as possible: I do not anticipate much trouble in getting them to surrender their rights in the Coal which may underlie the surface of their reserves; in respect however to the

surface

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CANADA

surface, they are very tenacious of their rights, and would only part with these for large remuneration paid to them in hand.

I have the honor to be

Sir,

Your Ob'dt. Servant,

(Signed) J. W. Mackay

Agent.

Correct Copy
S H Moffatt

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

British Columbia

DEPARTMENT OF INDIAN AFFAIRS
JUN 11 1891

79265

618. G. Indian Office
Victoria June 4th 1891.

LAND BRANCH
JUN 18 1891

No. 76.989. 79267

Sir,

I have the honor to acknowledge the receipt of your letter of the 25th April last having reference to the application of the Nicola Valley Railway Co. for the privilege of searching for Coal, and mining the same, if discovered, on the Indian Reserves in Townships 91 and 93, in the Nicola Division of Yale District. B.C.

In reply I beg to enclose copy of Mr. Agent MacKay's report on the same, and to inform you that I would recommend that the Indians be asked to surrender the mining privileges under the above named Reserves.

I have the honor to be
Sir,
Your Obdt. Servant.
A. W. Vowell
Vistg. Ind. Supt.

CORRESPONDENCE BRANCH
JUN 16 1891

L. Vankoughnet Esq.
Deptg. Supt. Genl.
of Ind. Affairs.

1. Forward to Surveyor General
2. Surveyor General to furnish Mr. Agent Vowell with copy of Surveyors report
3. Mr. Agent Vowell to take the surveyors report & letter of authority to Mr. Agent Vowell & forward
4. Surveyor General
5. Surveyors

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

File 18169-14 Vol 1

Draft

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

The Band of Indians of the Nanaimo Reserve

resident on our Reserve in the Nicola Division of Yale District 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 LADY THE QUEEN, her 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 the coal situate lying and being ~~within~~ under the said Nanaimo Reserve in the Nicola division of Yale district aforesaid together with the mining privileges necessary for the proper working and extracting from the ground and carriage of the said coal by the said Reserve and also with the permission to make and maintain such buildings and other structures as may be really necessary for the prosecution of mining the said coal.

Similar surrender will be prepared for Nicola and Nicola Draft of this Draft approved

Approved AD

Dec

CORRESPONDENCE
JUN 16 1891

See memo under

3. Surrender

18 June 91

Form No. 65.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to dispose of such coal under the said Reserve ~~and mining rights and privileges, in the~~ ~~trust under~~ 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 disposal ——— thereof, shall, after deducting the usual proportion for expenses of management, be dealt with in accordance with the directions for the management of Indian Moneys as contained in "The Indian Act" or as contained in any amendment thereto.

AND WE, the said Chief and Principal men of the said Mamaceh Indian Reserve ——— 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 disposal of the said coal and mining privileges. ———

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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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 eight hundred and ninety one.

Signed, Sealed and Delivered,
in the presence of

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

Department of .....

Reference No. .....

File No. .....

Remarks .....

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.....

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Placed on File 189

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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Indian Affairs. (RG 10, Volume 7640, File 183169-14.)
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CANADA

(1)

Dated 1895.

Lower Nicola Indians

To

The Queen

Surrender

of 7 Sht. Ins.
Nicola

OFFICE OF INDIAN SUPERINTENDENT
FEB 28 1895
OFFICE OF INDIAN SUPERINTENDENT
OCT 3 1895

Duplicate

File 76989

132819

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

The Lower Nicola Band

of Indians

resident on our Reserves in the Nicola Division

of Yale District 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 LADY THE QUEEN, her Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the Nicola Division

in the ~~County of~~ Yale District and Province

of British Columbia containing by admeasurement

One Hundred and Sixty acres

be the same more or less and being composed of the Sub-Indian Reserve, being Composed of parts of Sections Thirty two and Thirty three — Township Ninety Three Nicola Division Yale District

Form No. 65.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to dispose 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 in exchange for an equal extent of Mountain and Forest land ~~AND upon the further condition that all moneys received from the sale thereof, shall, after deducting the actual proportion for expenses of management, be~~ at the foot of Nicola Lake on the right bank of the Nicola River

AND WE, the said Chief and Principal men of the said 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 disposal of said Reserve and the acquiring of new Reserve in lieu thereof

IN WITNESS WHE
affixed our seals this
in the year of Our Lord
Signed, Sealed and D
in the presence

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 27th day of April in the year of Our Lord one thousand eight hundred and ninety-five

Signed, Sealed and Delivered, in the presence of

Wentworth F. Moon
Indian Agent

Peter. Heilmark. X
George " " X
Jackson " " X
Canoe " "
Squaltkin " " X
Timilla Zilza X
Stanoa X
Nanoa X
Zulbanel X
Moses X
Matance X
Shealtean X
Shealanitkan X
Billy Sealtkan X
Nikaskal X
Sonitskin X
Tanisquilkan X
Old Squitskin X
Zulleskal X
Joeasker X
Johnny X
Billy X
St-Pierre X

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

DOMINION OF CANADA,

Province of

County of

To Wit:

Personally appeared before me, Wentworth F. Wood of Kamloops the Indian Agent of Kamloops-Okanagan Agency in the Province of British Columbia and Peter Chief of the said Band of Indians.

AND the said Wentworth F. Wood for himself saith:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the Lower Nicola Band of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said Peter ~~the Chief~~ of the Lower Nicola Band says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the above Deponents Peter, Chief at ~~the~~ Nicola in the County of Yale this 26th day of August A.D., 1895.

the same having been first read to the said Peter and explained to him and he appeared to understand the same, he affixed his mark thereto

Peter his ✗ mark Chief

G. B. Tunstall J.P.

Form No. 66.

Sworn before me by the above deponent Wentworth F. Wood, Indian Agent, at Kamloops in the County of Yale, this 3rd day of September 1895

Wentworth F. Wood

G. B. Tunstall J.P.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

Dated 1891.

Indians of the Zoht Reserve

To

The Queen

Surrender

of coal and mining privilege on Zoht Reserve.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

File 76.959
18169-14 Vol 1

Certified - A true Copy of Surrender and Affidavit attached -

Deputy of the Supt. Genl. of Indian Affairs -

(1)

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of The Band of Indians of the Zoht Reserve resident on our Reserve in the Nicola Division of Yale District 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 LADY THE QUEEN, her 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 the coal situate, lying and being under the said Zoht Reserve in the Nicola Division of Yale District aforesaid together with the mining previlges necessary for the proper working and extracting from the ground and carriage of the said coal off the said Reserve, and also with the permission to erect and maintain such buildings and other structures as may be really necessary for the prosecution of mining the said coal.

Form No. 65.

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CANADA

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to dispose of such coal under the said Reserve and mining privileges aforesaid ~~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 disposal thereof, shall, after deducting the usual proportion for expenses of management, be dealt with in accordance with the directions for the management of Indian moneys as contained in "The Indian Act" or to be contained in any amendment thereto.

AND WE, the said Chief and Principal men of the said Zoht Indian Reserve 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 disposal of the said coal and mining privileges.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifth day of December in the year of Our Lord one thousand eight hundred and ninety one

Signed, Sealed and Delivered, in the presence of

Sgd Joseph William MacKay
Indian Agent.

Sgd
Thuta (S)
Kanakaht (S)
Lou. Kap-tah-Kam (S)
Windy Nanais (S)
Sam Chi Nas Kat (S)
Pa an Ku La (S)

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

DOMINION OF CANADA,
Province of British Columbia
County of Yale
To Wit:

Personally appeared before me, Joseph William MacKay acting Indian Agent of the Indian Agency of Kamloops, Okanagan in the Province of and Shuta, Zoht Indian (headman) chief of the said Band of Indians.

AND the said Joseph William MacKay for himself saith :—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the Zoht Reserve ——— of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs,

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said Shuta (head man) says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said Shuta (head man)

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a ~~chief~~ headman of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the Deponents Joseph William MacKay and Shuta, the same having first been read over by me to the said Shuta head-man who appeared to understand the same and made his mark thereto in my presence at the Town of Kamloops in the County of Yale this 18th day of Oct. A.D., 1913

Sgd
Joseph William MacKay
Shuta x his mark
Witness to Shuta's mark
Sgd E. J. W. Pease.

Sgd
G. C. Lunsdall J.P.

Form No. 66

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CANADA

File 18169-14 Vol 1

107660

DEPARTMENT OF INDIAN AFFAIRS
OCT 19 1893

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of The Band of Indians of the Zoht Reserve

resident on our Reserve in the Nicola Division of Yale District 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 LADY THE QUEEN, her 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 and Singular all the coal situate, lying and being under the said Zoht Reserve in the Nicola Division of Yale District aforesaid together with the mining privileges necessary for the proper working and extracting from the ground, and carriage of the said coal off the said Reserve, and also with the permission to erect and maintain such buildings and other structures as may be really necessary for the prosecution of mining the said coal.

Form No. 65.

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CANADA

TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to dispose of such Coal under the said Reserve and mining privileges appertaining ~~thereunto~~ 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 disposal thereof, shall, after deducting the usual proportion for expenses of management, be dealt with in accordance with the directions for the management of Indian moneys as contained in "The Indian Act" or to be contained in any amendment thereto

AND WE, the said Chief and Principal men of the said Kahkewistahaw Indian Reserve 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 disposal of the said Coal and mining privileges

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this fifth day of December in the year of Our Lord one thousand eight hundred and Ninety One

Signed, Sealed and Delivered, in the presence of

Joseph William Mackay
Indian Agent

Thula ×
Kanakahl ×
Tom Kaplahkane ×
Wendy Kamas ×
Tam Chekaskat ×
Paanukula ×

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

107660

4

DOMINION OF CANADA,
Province of British Col
County of Yale
To Wit:

Personally appeared before me, Joseph William Mackay Act'g Indian Agent of the Indian Agency of Kamloops & Okanagan in the Province of and Shuta Lohk Indian (head-man) chief of the said Band of Indians,

AND the said Joseph William Mackay for himself saith :—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the Lohk Reserve of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs,

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said Shuta (head-man) says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians, of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said Shuta (head man)

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a ~~chief~~ head-man of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the Deponents Joseph William Mackay, and Shuta. The same having first been read over by me to the said Shuta (head-man) who appeared to understand the same and made his mark thereto in my presence at the Town of Kamloops in the County of Yale this 18th day of Oct A.D., 1893.

G. C. Tunstall S.R.C.

Joseph William Mackay

his
Shuta X mark

Witness to Shuta's mark
E. W. Pease

Form No. 66

Wmk. 4C E.W.P.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

Original

File 18169-14 Vol 1 ~~76989~~ 11

XV 6808

132819

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

The Lower Nicola Band of Indians

resident on our Reserves in the Nicola Division of Yale District 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 LADY THE QUEEN, her Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the Nicola Division in the ~~County of~~ Yale District and Province of British Columbia containing by admeasurement One Hundred Acres Sixty Acres be the same more or less and being composed of the Lower Indian Reserve being composed of parts of Sections Thirty two and Thirty Three Township Ninety Three Nicola Division Yale District

July 5, 1974

This surrender was not accepted by O.C.
The O.C. #927 of 16 May 1899 accepts the surrender of 3 May 1894 covering the same area.
No correspondence why two surrenders were written up one a year apart from the other.

See over

Form No. 65.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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ARCHIVES PUBLIQUES
CANADA

Original

File 18169-14 Vol. 11
~~76989~~
11

X16808

132819

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

The Lower Nicola Band of Indians

resident on our Reserves in the Nicola Division of Yale District 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 LADY THE QUEEN, her Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the Nicola Division in the ~~County of~~ Yale District and Province of British Columbia containing by admeasurement One Hundred Acres Sixty Acres be the same more or less and being composed of the Lower Indian Reserve being composed of Lots of Sections Thirty two and Thirty Three Township Ninety Three Nicola Division Yale District

Surrender Reg# 3116-81
O.C. Reg# X016808

Form No. 65.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

KODAK SAFETY FILM

Original

File 18169-14 Vol 1
~~76989~~ 4

~~X14808~~ 132819

45

Know all Men by these Presents,

THAT WE, the undersigned Chief and Principal men of

The Lower Nicola Bands of Indians

resident on our Reserves in the Nicola Division of Yale District 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 LADY THE QUEEN, her Heirs and Successors forever, ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in the Nicola Division in the ~~County of~~ Yale District and Province of British Columbia containing by admeasurement One Hundred and Sixty Acres be the same more or less and being composed of the Lower Indian Reserve being composed of Parts of Sections Thirty two and Thirty three Township Ninety three Nicola Division Yale District

Form No. 65.

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TO HAVE AND TO HOLD the same unto Her said Majesty THE QUEEN, her Heirs and Successors forever, in trust to dispose 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 in exchange for an equal extent of mountain and forest land ~~AND upon the further condition that all moneys received from the thereof, shall, after deducting the usual proportion for expenses of management, be~~ at the foot of Nicola Lake on the right bank of the Nicola River

AND WE, the said Chief and Principal men of the said 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 disposal of said Reserve and the acquiring of new Reserve in lieu thereof

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IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 27th day of April in the year of Our Lord one thousand eight hundred and ninety five

Signed, Sealed and Delivered, in the presence of

Neuttorth H. Ward
Indian Agent

Peter, his mark X
George " " X
Jackson " " X
Canoe " "
Squaltin " " X
Timitla Mtiza X
Stavea X
Tuoa X
Quilhawet X
Moses X
Quatiance X
Sheitkin X
Quatankin X
Billie Swattem X
Nikaskat X
Sonitskin X
Jamisquilhan X
Old Squhaktin X
Quilleskat X
Jocasken X
Johnny X
Billie X
St-Pierre X

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DOMINION OF CANADA,

Province of

County of

To Wit:

Personally appeared before me, Wentworth F. Wood of Kamloops the Indian Agent of Kamloops-Okanagan Agency in the Province of British Columbia and Peter Chief of the said Band of Indians.

AND the said Wentworth F. Wood for himself saith:—

That the annexed Release or Surrender was assented to by a majority of the male members of the said Band of Indians of the Lower Nicola Band of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band summoned for that purpose and according to their Rules.

That he was present at such meeting or council and heard such assent given.

That he was duly authorized to attend such council or meeting by the Superintendent General of Indian Affairs.

That no Indian was present or voted at said council or meeting who was not a member of the Band or interested in the land mentioned in the said Release or Surrender.

And the said Peter the Chief of the Lower Nicola Band says:

That the annexed Release or Surrender was assented to by him and a majority of the male members of the said Band of Indians of the full age of twenty-one years then present.

That such assent was given at a meeting or council of the said Band of Indians summoned for that purpose, according to their Rules, and held in the presence of the said

That no Indian was present or voted at such council or meeting who was not an habitual resident on the Reserve of the said Band of Indians or interested in the land mentioned in the said Release or Surrender.

That he is a Chief of the said Band of Indians and entitled to vote at the said meeting or council.

SWORN before me by the above Deponents ~~Wentworth F. Wood~~ ~~and~~ Peter, Chief ~~of Kamloops~~ at ~~the~~ Nicola Lake in the County of Yale this 26th day of August A.D., 1895.

The same having been first read to the said Peter and explained to him, and he appeared to understand the same, he affixed his mark thereto. Peter his mark

G. C. Tunstall J.P.

Form No. 66.

Sworn before me by the above deponent Wentworth F. Wood, Indian Agent at Kamloops in the County of Yale, this 3rd day of September 1895

Wentworth F. Wood

G. C. Tunstall J.P.

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Dated 1895.

Lower Nicola Indians

To

The Queen

Surrender

of Indian Lands
Nicola

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CANADA

CHIEF OF INDIAN SUPERINTENDENT
OCT 3 1895
O.I.S. B.C.

OFFICE OF INDIAN SUPERINTENDENT
SEP 7 1895
B.C.

OFFICE OF INDIAN SUPERINTENDENT
SEP 18 1895

76.989. Exd.

J. W. Mackay Esq.
Indian Agent.
Kamloops, B.C.

June 19, 1891.

Sir,

Referring to your letter of the 11th inst. addressed to Mr. Indn. Supt. Vowell respecting the application of the Nicola Valley Railway Co. for the privilege of searching for coal and mining on the undersigned Indn. Reserves in Townships 91 and 93, Nicola Division of the Yale District, I have to inform you that you are hereby authorized to summon a meeting or Council of the male members of each of the Bands of the

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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full age of 21 years and upwards who are the Mameet, Nzikat and Ucluht Reserves, at which you should be present, and submit to each such meeting or Council the question of surrendering for the purpose of being sold the right ~~the~~ of mining for coal under the ~~Reserve~~ respective Reserves; and should a majority of the male members of the Band present of twenty one years of age & over and therefore at such meeting or Council entitled to vote assent, you will ~~take~~ have a Surrender executed by the Chief and principal men of each Band ~~from each~~ in the forms herewith ~~enclosed~~ after having filled up all blanks therein.

The blanks in the form of affidavit attached thereto should then be filled up and the same sworn to before a Judge of a Superior or District-Court or a Stipendiary Magistrate by

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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by yourself and one of the Chiefs or principal men present at the ~~same~~ meeting or Council in each case authorized to vote thereto.

The whole proceedings should be conducted strictly in accordance with the requirements of the 34th section of the Indian Act.

Yours

A. W. Vowell Esq.
Visiting Indn. Supt.
Victoria, B.C.

with Enclo

618.4

June 19th. 1891.

Sir.

I have to ask the ref. of your letter of the 4th Inst, with enclosure in respect of the application

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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tion of the Nicola Valley
Railway Co. for the
~~mining~~ privilege of
searching for coal
and mining the same if discovered
on the Mamit, Nicikat
and Zoht Reserves - I beg to inform you
that the Dept does not bind itself to sell the mining rights
~~above~~ under a
letter of instructions
to Mr. Agent Mackay
and forms on which
to take Surrenders
from the Indians to
whom the Reserves belong
of the mining privileges
applied for. You will
please forward the in-
structions and forms
to that Officer.

J. Wise

with a view to the disposal of the ~~stone~~ mining privileges
to the intending applicants.

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
NOV 10 1893

107660

British Columbia.

~~Lands Branch~~

McK
Protection
Will it suffice to have
signature in Victoria
AM

740. G.2. Indian Office,
Victoria, November 3rd. 1893.

No. 76,989.

Sir,

Referring to your letter of the 19th. of June 1891 I have the honor to enclose herewith Surrender taken from the Zoht Band of Indians, duly filled up in accordance with Departmental instructions.

The delay in transmitting the Surrender was occasioned by the fact that Mr. Mackay, the then Agent for the locality in which the reserve is situate, was unable - without the expense of bringing a Magistrate from Kamloops to the reserve, to obtain the signature of such an Official.

I have the honor to be
Sir,
Your Ob'dt. Servant,
A W Vowell
Indian Superintendent.
p. McKenna

The Deputy Supt. General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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MEMORANDUM.

To Lands

Department of Indian Affairs,

Ottawa, 10 Nov 1893

LAND BRANCH NOV 10 1893

Is surrender in one form?
If so please furnish copy
Copy furnished
J. Lugsdin

Department of Indian Affairs

Ottawa 189

76,989

His Excellency

The Governor General

in Council

DRAFT

Memorandum

The undersigned has the honour to submit herewith a surrender, made by the Indian owners of the Zoht Reserve, in the Nicola Division of the Yale District, B.C., of all the coal in and under the said Reserve, with a view to the same being disposed of for their benefit.

The surrender has been executed and attested in accordance with the provisions of the 39th Section of the Indian Act; and the undersigned would, therefore, recommend that the same be accepted by Your Excellency in Council, as required by that Section; and that authority be given for the disposal of the coal covered thereby, and of the privilege of mining the same, on such terms and conditions as the Superintendent General may consider to be best in the interest of the Indians.

With the surrender is placed a certified copy thereof, to be kept of record in the Privy Council Office; the orginal to be returned to the Department of Indian Affairs.

S.G. of I.A.

To the

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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Immediate

MEMORANDUM.

To Mr Stewart

Department of Indian Affairs,

Ottawa, 189

Is there any correspondence on file on the subject dealt with in portion of Mr G. W. McKay's letter turned out on this file and marked blue?

J A Macdonald

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

76,989

Draft

To Lt Gov
To be informed that action
as to surrender is postponed
pending further reports to the
Department
16.11.93

D. BRANCH
NOV 17 1893

Ottawa, 16th November, 1893.

Sir,-

Referring to your letter of the 3rd instant, covering a surrender of the coal on the Zoht Reserve, I find the following statement in regard to this Reserve in a letter to you from Mr. J.W. Mackay, of the 11th May, 1891, which you enclosed to the Department in a letter dated the 4th June, 1891.-

" This Reserve is peculiarly situated, and in respect to which I beg to refer you to a somewhat voluminous correspondence on file in your office.

" There is neither wood nor water on this Reserve. The Department did not deem it advisable to incur the expense of the dam, ditch and fluming requisite to raise water out of the Nicola for the improvement of this allotment, the Indians could make no use of it. About three years ago Mr. W. Pooley arranged with Chu-yas-ka the Zoht Chief to give to said Chief and his band an equal area of land up the Valley of Clapperton Creek, 6 miles from the Nicola Post Office, in exchange for their rights in the Reserve under consideration; subject to the approval of the Governmental authorities. Mr. Pooley's main object in doing so was to save the cost of fencing, as the boundary lines of this Reserve are remarkably angular. The question has been

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referred to the Reserve Commissioner's Office where I presume it still remains under serious consideration. Mr. Pooley secured 160 acres up Clapperton Creek which Chuyaska now occupies to his satisfaction. Mr.Pooley is prepared to convey this land to the Indian Department at any time, in exchange for the Reserve now being considered. I understand that he and his neighbor have already surrendered their rights in the coal which may underlie, their lands, to the Nicola Railway Company, provided that that Company fulfils its promise to open a coal mine on the Cold Water Coal measures, and to build and operate a Railway therefrom to C.P.Railroad."

You made no comment on Mr.Mackay's statement, and it appears to have been overlooked. I should like, before proceeding further in the matter of the surrender of the coal, to have a full report from you on the Zoht Reserve. It appears to me that if the exchange which the Indians have made with Mr.Pooley is a satisfactory one, and if they have received from that gentleman land of about equal value to the Reserve which they agreed to hand over to him, we should take steps to ratify the bargain.

As the Reserve is outside the Railway Belt, it would be necessary, in the event of your deciding to approve of the exchange, to seek the co-operation of the Provincial authorities, in order to give Mr.Pooley a good title to the land; but I presume there would be no difficulty on that score.

A.W.Vowell Esq.,
Indian Supt.,
Victoria, B.C.

(sgd) Hayter Reed
Dy.Supt.Gen.of Indian Affairs.

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CANADA

76989 123593

45 M² British Columbia,

Indian Office,

Victoria, 26 January 1895

DEPARTMENT OF INDIAN AFFAIRS FEB 1895

Recd
Next year with papers

593
76989

Sir

Reverting to your letter of the 19th June 1891 I have the honour to transmit herewith a surrender of the coal rights underlying the N-zu-kat Indian Reserve obtained from the Indians located thereon

In this connection I beg to explain that the principal cause of the delay experienced in getting this surrender was the difficulty of assembling a majority of the Indians of the Band to which the Reserve was allotted, as owing to their desertion by their old Chief Chu-yas-ka this Band has partly broken up some of the members having joined other Bands

The Indians of the Mameet Band have so far declined to surrender their coal rights

Lower Nicola Indians — Nicola Tribe

I have the honour to be
Sir
Your obedient Servant
A W Vowell
Indian Superintendent
for J Mackay

The Deputy
Superintendent General
of Indian Affairs
Ottawa

Lower Nicola Band of Indians
in Nicola Div Yale Dist.

Z Dist Land Ins Orig.
pls Dec. 32 & 33 Twp 93.
(160 acres Nicola Div Yale
Dist Vol 5

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MEMO.

No. 76990

DEPARTMENT OF INDIAN AFFAIRS,

189 1

A. W. Vowell

Victoria

B.C.

3/10 Apl.

with copy of a letter from Sec'y Martin covering copy of an application from William Hamilton Merritt to property for coal under the Nanaimo Indian Reserve Tp 91 Yale District B.C.

21st Apl. C. to A. W. Vowell
4 June let fr do
18 " " " do.

20 Oct let from W. H. Merritt
22 Nov let fr do
19 Nov let fr do
25 Nov C. to do
25th Feby let to do
8 March let fr do
23 Mch let from A. W. Vowell and
30th Apl let to do
27 Apl let from do
21 May let from do
29/6 June let with 2 enc from A. W. Vowell
7 June let from do
13/6 June " " do & Wm McLaughlin
26/6 June " " do
7/14 July " and A. W. Vowell

Ins 12. 5. 01
Ins 15. 9. 01
Ins. 23. 9. 01 & 3-7-1907
Ins 28. 9. 01
Ins 29. 10. 01
Let 19/11 91
Let 20. 11. 91
Cov 20-11-91
C.C. 25-2-92
Rec'd 2 92
Let
Cir. Branch
Rat 29. 2 92
MM
Lands Br 2. 4. 92
MM 4 2 92
Survey 10-3-93
Cov 11-3-93
Let 4-5-93
Cov 5-5-93
Let 7-6-93
Surveyor 7. 6. 93
Let 6. 93
Let 15-7. 93
Cov 17-7-93

13

WM. HAMILTON MERRITT, F.
ASSOCIATE ROYAL SCHOOL OF MINES,
MEMBER IRON & STEEL INST. AC.
MINING ENGINEER AND METALLURGIST.

Toronto, Ont. Sept. 25th 1911

The Supt. Gen. of Indian Affairs
Ottawa

Sir

I have the honour to make application for leave to prospect for coal on the Indian Reserve West of Sumas Lake in Township 19 East of the Coast Meridian British Columbia and if coal is found for leave to mine the coal under the said Reserve.

I have the honour to be
Sir
Your obed. Servant
Wm. Hamilton Merritt

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CANADA

24337

Wm. Hamilton Merritt, Esq.,
Mining Engineer & Metallurgist,
15 Toronto St.,
Toronto, Ont.

SECY'S BRANCH,
OCT 3 1889
WRITTEN

Sir,

I beg to ack. the rect. of your letter of the 25th ult. making applcn. for leave to prospect for coal on the Indian Reserve West of Sumass Lake in Tp. 19, East of the Coast Meridian, B.C., and, if coal is found, for leave to mine the coal under said Reserve.

In reply I beg to inform you that no surrender has been made by the Indians of any land within the Indian Reserve referred to for mining

Return to D. Ian.

Sherwood to Ind Aff

Sept 3/89

A.R.

Indexing

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mining or other purposes.
Consequently no lease
to prospect for coal
therein, or to work it
if found, could be
granted by this Dept.;
but I shall take an
early opportunity of
laying your appln.
before the S.G. of I. A.
on his return to Ottawa.

Dam, &c.

76990 back

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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(C O P Y.)

VICTORIA, B. C.,

December 31st, 1890.

Sir,

I have the honour to acknowledge the receipt of your letter of the 23rd inst., making application for a Coal Prospecting License, under the West half of Section Eleven, and the North-west quarter of Section Two, Township 91, Nicola District.

The West half of Section 11, Township 91, with the exception of 40 acres along the Southern boundary, is an Indian reservation, under which a license to prospect for coal cannot be issued.

A license will be issued to prospect under the North-west quarter of Section 2, and the Southern 40 acres of the South-west quarter of Section 11, if you desire it.

I have the honour to be, Sir,

Your obedient Servant,

(Sgd) W. A. GORE,
Surveyor General.

WM. HAMILTON MERRITT, ESQ.,
15, Toronto Street,
TORONTO,
Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

(Copy) 76990

DEPARTMENT OF INDIAN AFFAIRS
APR 10 1891

Kamloops, B. C.

29th. March 1891.

Sir,

I have the honor to submit herewith for your consideration an application made by one W. Hamilton Merritt for permission to prospect for coal under the N-ziskat Indian Reserve.

On receipt of this application I advised the applicant that I had in the first place to get a surrender of the lands from the Indians and then to get your sanction to said surrender before I could deal with the question under the Departmental Regulations.

During my late visit to Nicola I mooted the subject to the NziskatBand but did not come to a legal solution thereof on account of the absence of the head or leading men interested therein.

I have the honor to be

Sir,

Your Ob'dt. Servant,

(Signed) J. W. MacKay

Indian Agent.

A. W. Vowell Esq.

Indian Superintendent, Correct C

Victoria, B. C. Stuart

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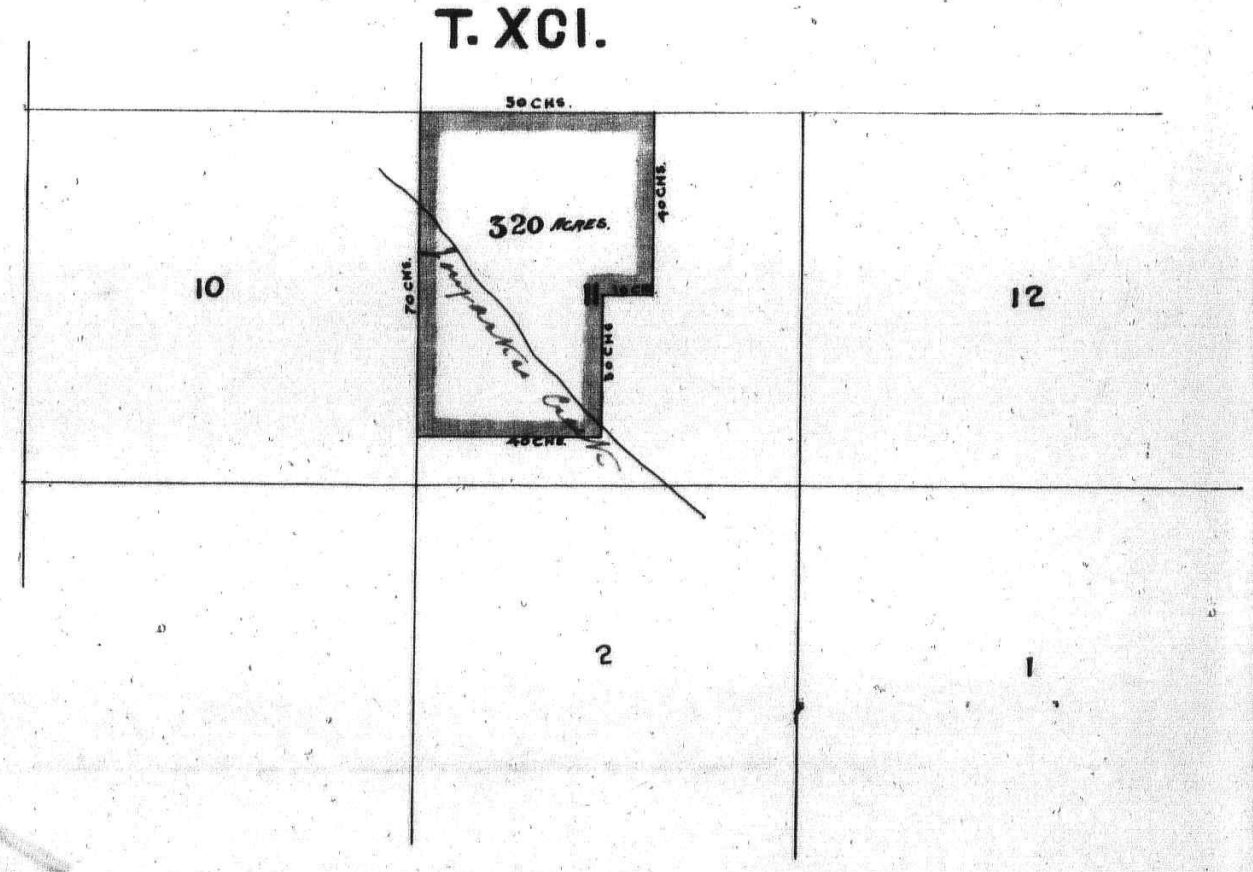
NICOLA

T. XCI.



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(Copy)

DEPARTMENT OF INDIAN AFFAIRS
APR 10 1891

I5 Toronto Street
Toronto, Ont.
Feb. I7th. I89I.

J. W. MacKay Esq.
Indian Agent,
Kamloops, B. C.

Sir,

I have the honor to make application for permission to search for coal , and to work the same if found, under the Indian reservation on Section II (Eleven) Tp. 9I, Nicola.

I may mention that I was on the ground and staked the W. I-2 sec. II not knowing it was an Indian Reservation and I applied for a license to search for coal under it, under the Coal Mines Act.

I make this application, in duplicate, with tracings of the Nicola Reservation.

I have the honor to be
Sir,
Your Ob'dt. Servant,
(Signed) Wm. Hamilton Merritt.

Correct Copy
J. Allloffatt

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76990

DEPARTMENT OF INDIAN AFFAIRS
APR 10 1891

British Columbia

241. Y. Indian Office
Victoria April 3rd 1891.

LAND BRANCH
APR 14 1891

Sir,

I have the honor to enclose copy of a letter from Mr. Agent Mackay covering copy of an application (with tracing) from Mr. Wm. Hamilton Merritt of Toronto to prospect for coal under the Nzishat Indian Reserve situate in Township 91. Yale District.

I may state for your information that this reserve is included in the application of the Nicola Valley Railway Co. forwarded to you under even date No. 240. Y.

I have the honor to be
Sir,
Your Obt. Servant
A. W. Vowell
Visiting Indian Superin.

L. Vankoughnet Esq.
Deptr. Suptdt. General
of Indian Affairs.

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76989 76990

MEMORANDUM.

To The Deputy Department of Indian Affairs,

Ottawa, 5th April 1891

Copy for further report
Copy Supt Powell's letter of this date

With regard to Supt. Powell's let. of the 3rd instant forwarding copy of an application made by Mr. Wm. Hamilton Merritt of Toronto to prospect for coal under the Kwikat Indian Reserve Township 91 Yale District, and also with regard to Mr. Powell's letter of the same date forwarding application made on behalf of the Nicola Valley Ry. Co. for the privilege of searching for coal & if found mining the same, on the Indian Reserves in Townships 91 & 93, Yale District, the undersigned begs to state that the Indians have not given their consent under the Indian Act for the sale or lease of these Reserves or any portion thereof, and it is not stated whether the Indians would be willing to surrender for sale or lease of the mining privileges on these Reserves but Supt. Powell says that the industry proposed to be started cannot but be beneficial to the Indians if successfully carried out.

D. M. Lean

Wrote Lit & further
File 76989

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CANADA

RETURN TO
CORRESPONDENCE BRANCH.

~~76991~~ 76990

A. W. Vowell Esq
Visiting Indian Supt
Victoria B.C.

April 21st 1891

Sir,

I have to acknowledge the receipt of your letter of the 3rd instant forwarding a copy of a letter from Mr J. J. Mackay covering copy of an application with tracing from Mr Wm Hamilton Merritt of Toronto to prospect for coal under the Nicola Reservation situate in Township 91 Yale District ~~and I have also to~~ ~~ask the return of your letter of the same date forwarding an application made on behalf of the Nicola Valley Railway Coy for the privilege of searching for coal and mining the same if discovered in the Reservations in Townships 91 and 93 in the ~~Yale District in accordance~~~~

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and in reply to ~~to the letter above~~
referred to I have to inform you
that the Indians have not
given their consent under
the Indian Act for the sale or
lease of their Reserves or
any portion thereof and it
is not stated whether the
Indians would be willing to
surrender for sale or lease the
mining privileges within
Reserves ~~although upon some~~ and the Dept is not aware that they would do so
or that you would recommend that they would be asked to do so
the proposed industry would be
beneficial to the Indians if
successfully carried out.

Yours very truly

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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(copy)

KAMLOOPS INDIAN AGENCY B. C.

79271

DEPARTMENT OF INDIAN AFFAIRS JUN 11 1891

Kamloops BC
5 May 1891

Sir

I have the honour to acknowledge the receipt of your letter 404 Y. dated 29 April 1891 covering copy of a letter No 76.900 from the Deputy of the Superintendent General of Indian affairs relating to the application of Wm. Hamilton Merritt for permission to prospect for coal under the Nicola Indian Reserve

In respect to this matter I beg to report that I met some of the Nicola Indians at Coullée's on the 20th day of March last and ascertained from them that the principal men of the band were absent at the Similkameen; I could not therefore get from them at that time a legal surrender of the mineral rights appertaining to the Reserve

The exploitation of any coal or other minerals which may lie deep below the surface; must, under the rules prescribed by the Department for regulating the working of such coal-prove beneficial to the Indians if successfully carried out; but they require the use of the surface for farming and pastoral purposes

I shall endeavour to meet the full band during the month of June proximo and then settle this question

I have the honour to be
Sir
Your most obedient Servant
J W Mackay
Agent

All Vowell Esquire
Indian Superintendent
Victoria BC

OFFICE OF INDIAN SUPERINTENDENT MAY 7 1891 B. C.

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British Columbia

DEPARTMENT OF INDIAN AFFAIRS
JUN 11 1891

Indian Office
Victoria June 4th 1891.

No. 76.990.

Sir,

I have the honor to acknowledge the receipt of your letter of the 21st April last on the subject of the application Mr. W. H. Merritt, of Toronto, to prospect for coal under the Nzeskat Indian Reserve, situate in Township 91, Yale District.

In reply I beg to enclose copy of Mr. Agent Mackay's report on the matter, and to inform you that I would certainly recommend that the Indians be asked to surrender, for sale or lease, the mining privileges under their Reserve, as the finding of Coal and working the same would be a great benefit to the Indians as well as to the white settlers in that District.

I have the honor to be
Sir,
Your Obdt. Servant,
A. Powell
Distg. Ind. Supt.

L. Vankoughnet Esq.
Deptl. Supt. Genl.
of Ind. Affairs.

To Land & Timber Br. for connection & reference

Forward to Commissioner in connection with Okanagan Valley R. Co.

LAND BRANCH
JUN 13 1891

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CANADA

MEMORANDUM.

To Gen. Graham

CORRESPONDENCE JUN 15 1891 BRANCH

Department of Indian Affairs,

Ottawa, 13th June 1891.

Ask Mr. Supt. Powell letter of the 4th Instant & say that a Surrender is being prepared & will be forwarded for submission to the Indians.

AM

Mr McLean Letter re Surrender should be on this file I think

AM

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

76.990.

617.4

A. W. Vowell, Esq.
Visiting Ind. Insp.
Victoria, B.C.

June 18th 1891.

Sir,

I have to ack. the rect. of your letter of the 4th inst. in reference to the application of Mr. W. H. Merritt of Toronto to prospect for coal under the Nitinat Ind. Reserve in Township No. 91, Yale District; and in reply I beg to inform you that a form of Surrender of the Mining Privileges in connection with that Reserve is being prepared and will, when completed, be forwarded for submission to the Indians.

Yours &c

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76985

proof in the matter

Yours faithfully

Wm Hamilton Merritt

LAND BRANCH OCT 28 1891

36638

Rideau Club,
Ottawa.

Oct 26th 1891

The Hon Supt Genl
of Indian Affairs
Ottawa

DEPARTMENT OF INDIAN AFFAIRS OCT 27 1891

CORRESPONDENCE BRANCH OCT 29 1891

Dear Sir

Re my application to work Coal on the Nzikat Reservation in the Nicola Valley.

I note that an important omission has been made in my letter of Feb 17th 1891 as to the date on which I staked the reserve.

I therefore beg that action be deferred until I establish

Applicant Land Agent and Dept
Filed before
Oct 29/91
1. Report to Inspector Graves
2. Correspondence
Noted 2 Nov
Oct 27 91

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CANADA

HAMILTON MERRITT, F.G.S.,
ASSOCIATE ROYAL SCHOOL OF MINES,
MEMBER IRON & STEEL INST. &c.
MINING ENGINEER AND METALLURGIST.

84198

15 TORONTO STREET,

Toronto, Ont., Nov. 13 1891.

The Ass't. Supt. Genl. of Indian Affairs,
Ottawa,
Ont.

LAND BRANCH
NOV 30 1891

Dear Sir,

In further reference to my note of Oct. 26th, I beg herewith to make a statement of the facts of the case, which, I believe, entitles me to be considered the first applicant for the right to prospect for coal, and to acquire the same, if found on the Nzikat Reserve, in the Nicola Valley, B. C. Your regulations for the acquisition for coal lands on the Indian Reserves do not include British Columbia, therefore, it seems reasonable that where there are no regulations, the custom in vogue in the Province for staking out minerals of the same character, should apply on an Indian reservation.

Previous to the 12th Jan., 1890, I planted a post at the N. E. corner of the N. W. 1/4 of Sec. 2, in Tp. 91, Nicola District, with the description on the same that it is Post 'A' '40 chains E. (true) fr[illegible] "a wire fence; then running N. (true) 80 chains; then W. (true) 40 chain[illegible] "then S. (true) 120 chains; then E. (true) 40 chains; then N. (true) 40 "chains to the post or place of beginning, in all 480 acres', which included the W. 1/2 of Sec. 11, Tp. 91, (the Nzikat Reserve) Nicola District. I also posted Notices of the same, as required by the Provincial Law, both on the property in question, and on the Court House at Nicola - Proof[illegible] above can be obtained, if necessary, at the Office of the Com[illegible]

Refer to Land Branch for Mr Pinsonneault's consideration
Nov 17 91

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CANADA

HAMILTON MERRITT, F.G.S.,
ASSOCIATE ROYAL SCHOOL OF MINES,
MEMBER IRON & STEEL INST. &c.
MINING ENGINEER AND METALLURGIST.

84198

15 TORONTO STREET,

Toronto, Ont., 189

of Lands & Works, Victoria, B. C. I furnished your agent, W. McKay, at Kamloops, B. C., with a full statement of these facts, except that, I believe, I omitted to mention the date prior to which I located the land - I also wrote your office at Victoria, about the matter, on Jan. 22nd, 1891, and made application 'for permission to prospect on 'the Reserve in question, and, if coal exists, under it, the right to 'work the same', which was acknowledged Feb. 10th, 1891.

I enclose copy of a letter from Dep't. of Lands & Works, dated Dec. 31st, 1890, which proves the priority of my action in staking the land - I, therefore, request to have my application date Jan. 1st, 1890, for it was in the previous October that I staked the property in question, or, I may say, I shall be satisfied if I am considered the prior applicant and given the right to prospect for coal, and work the same, if found. I can furnish further proof by affidavit, by the party who was with me when I staked the land, if desired.

Yours truly,

W. Hamilton Merritt

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76.990

MEMORANDUM

To The Minister, Department of Indian Affairs,

Ottawa, 1891

Copies for information of the Minister of Justice & Mr. Pearson

With regard to the letter of the Deputy Minister of Justice of the 18th Instant, which was referred to in the letter of Mr. Pearson of the 20th Inst., I beg to state that the Coal Regulations, which are framed under the Statute, do not apply to B.C., and that there is not any such provision as that which is provided therein, that "when there is more than one applicant for the same coal location, the Supt General of Indian Affairs may invite competition ~~by public competition~~ between the several applicants, or offer the land for sale at public competition by tender or by auction as he may think expedient, at the upset price of coal lands in the district in which such coal location is situated".

It is should be stated that it is generally known where coal is situated from the geological conformation of the land

NOV 20 1891 BRANCH

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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MEMORANDUM.

To _____

Department of Indian Affairs,

_____ Ottawa, _____ 189____

land, & therefore it is not so difficult to discover as the royal metals gold & silver.

However in this case Mr Merritt had not permission from the Dept to prospect for coal which permission should have been obtained before he planted his posts.

J. M. Lean

CORRESPONDENCE BRANCH.

76,990

W. Hamilton Merritt Esq.
15 Toronto St
Toronto. Ont.

Novr 25th 1891

Sir,

I have to ack the rect. of your letter of the 18th inst, with encl, on the matter of your claim to be considered the first applicant for the right to prospect for coal on the Nicola Reserve, Nicola Valley B.C.; and in reply I beg to inform you that when the Dept. has decided upon regulations for the disposal of coal lands in British Columbia, the question of rights under priority of discovery will be decided thereby; and in

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in the meantime
your letter will be
kept of record

Yours &c

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CANADA

HAMILTON MERRITT, F.C.S.,
ASSOCIATE ROYAL SCHOOL OF MINES,
MEMBER IRON & STEEL INST. &c.
MINING ENGINEER AND METALLURGIST.

TELEPHONE 890
15 TORONTO STREET,

Toronto, Ont., January, 30th, 1892. 159

Deputy Supt. General of Indian Affairs,
Ottawa.

87339

DEPARTMENT OF INDIAN
FEB 1 1892

Dear Sir,-

I should be much obliged if you would kindly send me a copy of the Regulations regarding coal lands underlying Indian Reservation in British Columbia, which I see by the Newspapers have been recently adopted.

LAND BRANCH
FEB 2 1892

CORRESPONDENCE
FEB 8 1892
BRANCH

Yours faithfully,

W. Hamilton Merritt

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CANADA

TO

CORRESPONDENCE BRANCH.

24337

William Hamilton Merritt Esq
P.G.I.
15 Toronto St
Toronto
Ont

LAND BRANCH
FEB 10 1892

Feby 9th 92

Sir,

I have to acknowledge receipt of your letter of the 30th ult, asking to be furnished with a copy of the Regulations regarding Coal and other lands under or upon Indian Reserves in B.C. and in reply I have to inform you that the Regulations are being printed & a copy will be sent you as soon as they ~~Regulations issued~~ have been ~~printed~~ completed

Land Branch

John Abbott

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

WM. HAMILTON MERRITT, F.G.S.,
ASSOCIATE ROYAL SCHOOL OF MINES
MEMBER IRON & STEEL INST. &c.
MINING ENGINEER AND METALLURGIST.

87694

15 TORONTO STREET.
TELEPHONE 890

DEPARTMENT OF INDIAN AFFAIRS
FEB 13 1892

Toronto, Ont., Feb 13 1892

The Deputy of the Sup.t Gen.l of Indian Affairs - Ottawa

Sir -

In answer to your favour of 9.th inst I beg to enquire what are the Gen.l terms of the Regulations in question & how do they effect my application for the right to mine coal under the Nzikat Reservation in the Nicola Valley - British Columbia. I should much like a special advance copy of Regulations

INDIAN DEPARTMENT
FEB 15 1892

Your Obd. Servant
Wm Hamilton Merritt

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

MEMORANDUM.

Immediate

To Capt. Bx.

Department of Indian Affairs,

Ottawa, 17th Feby 1892

To ack. Mr Merritt's let. of 11th inst. and enclose copy of Regulations for the Disposal of Coal on Indian Lands or Reserves in British Columbia adopted by Order in Council of 20th inst.

CORRESPONDENCE BRANCH FEB 19 1892

D. M.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

~~24337~~

Wm Hamilton Merritt Esq
F. G. S.
15 Toronto St
Toronto. Ont.

Immediate

Feby 22, 1892

Sir,

Referring to your letter of the 11th inst, I enclose herewith a copy of the Regulations for the Disposal of Coal on Indian Lands or Reserves in British Columbia, adopted by Order in Council of 20th Ulto

Yours &c.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

WM. HAMILTON MERRITT, F.G.S.,
ASSOCIATE ROYAL SCHOOL OF MINES,
MEMBER IRON & STEEL INST. &c.
MINING ENGINEER AND METALLURGIST.

15 TORONTO STREET,

Toronto, Ont. Feb 24th 1892

The Supt. Genl. of Indian Affairs
Ottawa

LAND BRANCH FEB 25 1892
CORRESPONDENCE FEB 25 1892 BRANCH
DEPARTMENT OF INDIAN AFFAIRS FEB 25 1892

Sir

In accordance with the Regulations for the Disposal of Coal on Indian Lands & Reserves in British Columbia, and in connection with my application for a License or Lease to Prospect for Coal on the Nzikat Reserve in the Nicola Valley - British Columbia.

I beg herewith to refer you to my letter of Nov. 18th 1891 and I now enclose a cheque for fifty dollars and a ~~Copy~~ Sketch of the Land located by me.

I have sent the Visiting Indian Superintendent at Victoria a copy of the Sketch and have informed him that I have sent you in detail and also enclosed a cheque for $50 separate

I have the honour to be
Your obd. Servant
Wm Hamilton Merritt

I might mention to you that myself & Associates have been granted a Railway Charter from the C.P.R main line into the Nicola Valley. When

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CANADA

BANK OF MONTREAL.

No. 3055

Original, for the Depositor.

Bank of Montreal,

$50 00/100

OTTAWA 25 FEB 1892

189

Received from W. Hamilton Merritt

on account of Indian Funds

the sum of Fifty Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. K

Pro Manager.

BANK OF MONTREAL.

No. 3055

Duplicate, for Department.

Bank of Montreal,

$50 00/100

OTTAWA 25 FEB 1892

189

Received from W. Hamilton Merritt

on account of Indian Funds

the sum of Fifty Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd. K

Pro Manager.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

Immediate 76,990

MEMORANDUM.

To The Deputy Department of Indian Affairs,

Approved

Ottawa, 27th Feby 1892.

ACCOUNTANTS FEB 29 1892 BRANCH

With regard to the letter of the 24th ult. from W. H. Merritt enclosing application for a Prospecting Licence to enable him to prospect for Coal on the Nicket Indian Reserve B.C., the undersigned would state that the Regulations require that the offer such application shall be made through Prospecting Licence Insp. Victoria.

CORRESPONDENCE BRANCH MAR 5 1892

ACCOUNTANTS FEB 29 1892 BRANCH

The undersigned would recommend that Mr. Merritt be so informed & the $50.00 returned to him along with sketch which accompanies his letter which should be forwarded by him to the Insp. Victoria together with description of land as required by section 3 of the Regulations a copy of which is planned herewith to be sent to Mr Merritt.

76
2958
50.00
4-3-92

J. D. Lean

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

1 Attached.

2 Land.

LAND BRANCH
FEB 27 1892

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

RETURN TO
CORRESPONDENCE BRANCH.

76990

Wm Hamilton Merritt Esq
F.G.S
15 Toronto St
Toronto Ont

Mar 8 90

Sir,

I have to ack the receipt of your letter of the 24th ultimo, enclosing your Cheque for the sum of $50.00 and a sketch shewing the land for which you have made application for a license to prospect for Coal on the Nzikat Reserve in the Nicola Valley B.C.; and in reply I beg to inform you that the Regulations require that such application shall be made to the Dep through the Visiting Indian Supt at Victoria.

Official Cheque No 29055 for the sum of $50.00 is inclosed herewith together with the sketch which accompanied your

Mr Chequer enclosure
Immediate

LAND BRANCH
MAR 14 1890

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

Your letter above referred to
in order that the same may
~~be duly should~~ be forwarded
to Mr Vankoughnet Victoria
Victoria B.C. together with
a description of the land
as required by Section 3 of
the Regulations a copy
of which is also enclosed

Tom Cobbett

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Copy)

88996

15 Toronto Street,

Toronto, Ont. March 9th. 1892.

A. W. Vowell Esq.

Indian Office, Victoria, B. C.

Dear Sir,-

I have received your letter of March 2nd, stating that you have received the sketch of the Nzikat Reserve, Nicola Valley, on which I have made application for a prospecting license for coal. The Department at Ottawa informed me that I should send you the cheque for $50.00 which I now do and I also enclose for your information the copy of a letter which I wrote to the Department at Ottawa, Nov. 18th. about this matter.

Yours truly,

(Signed) Wm. Hamilton Merritt.

Correct Copy
J H Moffatt.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

KODAK SAFETY FILM

DEPARTMENT OF INDIAN AFFAIRS
MAR 31 1892

British Columbia,

Indian Office,

Victoria, Mar 23d 1892

Indian

720. a.2

88996

LAND BRANCH
APR 2 1892

Sir,

I have the honor to enclose copy of a letter from Mr. Wm Hamilton Merritt of Toronto, enclosing cheque for the sum of $50.00 in connection with his application for a license to prospect for coal on the Nicat Indian Reserve in Nicola Valley. B.C.

In connection with the above I may refer you to Mr. Merritt's letters to the Department under date October 26th and November 18th 1891.

I will retain the cheque awaiting your instruction in regard thereto.

I have the honor to be
Sir,
Your Obdt. Servant,
A. W. Vowell
Vistg Indian Suptdt.

L. Vankoughnet Esq.
Deptly Suptdt General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

MEMORANDUM.

To Cor. Ce Bro

Department of Indian Affairs,

Ottawa, 2. April 1892

To ack. Mr Supt. Powell's letter of the 23rd ult. and say that in regard to application by Mr Merritt for a prospecting license for coal he must be guided by the Coal Regulations Dept of Min.

for Sec

CORRESPONDENCE BRANCH APR 4 1892

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

RETURN TO
CORRESPONDENCE BRANCH

76. 990.

720 A.

A. W. Vowell Esq.
Visiting Indn. Supt.
Victoria, B.C.

April 9th 1892.

Sir,

I have back the recd. of your letter of the 23rd ult., enclosing copy of a letter from Mr. M. A. Merritt of Toronto, respecting his application for a Licence to prospect for Coal in the Nicola Reserve in the Nicola Valley, B.C.; and in reply I beg to inform you that in dealing with this application you must be guided by the Coal Regulations which have been sent you by this Dept.

Yours &c.

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CANADA

76990

MEMORANDUM.

To Survey Branch

Department of Indian Affairs,

Ottawa, 10 March 1893

Please state whether the Rizicat Indian Reserve is situated outside the Railway Belt.

for Sec.

11th March/93

Chief Clerk

The reserve referred to is situated outside the Railway Belt.

Saml Rae

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

76990

MEMORANDUM.

To Cr. Refresh.

Department of Indian Affairs,

Ottawa, 11th March 1893.

Refer Supt Farwell's letter to hand of the 8th of April 1892 & say that the application can now only be dealt with in accordance with the opinion of the Dept of Justice dated the 31st of Jany. 1893 & recently communicated to Mr Farwell.
No 68812

RS

for DM

Fowler

CORRESPONDENCE
MAR 11 1893
BRANCH

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

RETURN TO
CORRESPONDENCE BRANCH

76990 A. W. Vowell Esq.
Indian Dept.
Victoria
B.C.

Exd. March 14 1893

Sir,

I have to call your attention to Deptl letter of the 8th April last respecting Mr Wm Hamilton Merritt's applcn for a license to prospect for coal on the Kzicat Indian Reserve in the Nicola Valley, B.C.; and I have to inform you that this applcn can now be dealt with only in accordance with the opinion of the Dept of Justice dated the 31st Jany 1893 a copy of which was forwarded to you under cover of Deptl letter of the 1st Inst, File 68812. Yours

P.M. Sims
A.L. for DM

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CANADA

RETURN TO
CORRESPONDENCE BRANCH

76990 A. W. Vowell Esq.
Indian Dept.
Victoria
B.C.

March 14 1893

Exd.

Sir,

I have to call your attention to Deptl letter of the 8th April last respecting Mr. Wm Hamilton Merritt's applcn for a license to prospect for coal on the Kitsilat Indian Reserve in the Skeena Valley, B.C.; and I have to inform you that this applcn can now be dealt with only in accordance with the opinion of the Deptl of Justice dated the 31st Jany 1893 a copy of which was forwarded to you under cover of Deptl letter of the 1st Inst, File 68812. Yours &c.

P.M. [illegible]

[illegible] for DM

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
MAY 4 1893

101481

Kamloops-Okanagan Indian Agency,

Kamloops, B.C., 1st April 1893

A Report on Mr Wm Merritts application for the permission to search for coal on the Nzeskat Reserve and to work the same if found:-

The Nzeskat Reserve covers three hundred and twenty acres of land (320 acres)

The Nzeskat band of Indians numbers about fourteen souls all told; they have decreased by the removal of some of their members to other Reserves; but there is no abnormal diminution in the numbers of the band. They require use the whole of the surface of the Reserve; but this need not be disturbed to any appreciable extent by the mining of the coal which may underlie the surface, and they might without much inconvenience surrender the few acres of ground which might be required for the necessary works around the pitheads. It is their will that the coal be worked. The results of the mining of the coal which underlies their reserve would be highly beneficial to the Nzeskat band of Indians, as amongst them are several old people: besides a blind-man, and one with a maimed hand

Mr Merritt has not deposited with his application the $50.00 required by the Regulations

A Mr J.M. Lefevre of Vancouver B.C has also entered an application with the Department for mining coal on the Nzeskat Reserve. but has not deposited with his application the $50.00 required by law

J. Mackay
Agent

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
MAY 4 1893

101481

British Columbia.

60. E.2.

Indian Office,
Victoria, April 27th. 1893.

Sir,

I have the honor to acknowledge the receipt of your letter of the 14th. March, ultimo, No. 76990, respecting Mr. Wm. Hamilton Merritt's application for a license to prospect for coal on the Nziskat Indian Reserve in the Nicola Valley, B. C. and beg to enclose herein a report upon the same in accordance with the opinion of the Department of Justice dated the 31st. of January 1893, lately received from the Indian Agent in whose Agency the land in question is situated.

From its contents it would be of service, without any detriment, to the Indians were the license granted.

The $50.00 accompanying Mr. Merritt's application is awaiting the decision of the Dept. in the vault in this office.

I have the honor to be
Sir,
Your Ob'dt. Servant,
A. W. Vowell
Indian Superintendent.

The Deputy Supt. General
of Indian Affairs.

LAND BRANCH MAY 4 1893
CORRESPONDENCE BRANCH MAY 4 1893

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CANADA

Exd.

76990 A.W. Vowell. Esq.
Indian Supt
Victoria
B.C.

608 E

May 8 1893

Sir,

I have to ack. the receipt of your letter of the 27th Ult. with enclosure relative to Mr. Wm Hamilton Merritt's applcn for a license to prospect for coal on the Kyuquot Indian Reserve; and in reply I beg to refer you to official letter of the 8th Apl 1892 and to state that application should be made in accordance with the Coal Regulations

Yours &c.

R.N.

Abs for Info

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
JUN 6 1891

15 Toronto St

102573

Toronto. Ont
Feb 17th 1891

J. W. MacKay Esq
Indian Agent
Kamloops B.C

Sir -

I have the honour to make application for permission to search for Coal, and to work the same if found, under the Indian Reservation on Section 11 (eleven) Tp 91, Nicola.

I may mention that I was on the ground & staked the W½ Sec 11 not knowing it was an Indian Reservation & I applied for a license to search for Coal under it, under the Coal Mines Act.

I make this application in duplicate with tracings of the Nicola Reservation.

I have the honour to be &c
Sir
Your obed. Servant
Wm Hamilton Merritt

OFFICE OF INDIAN SUPERINTENDENT B. C.
MAY 20 1893

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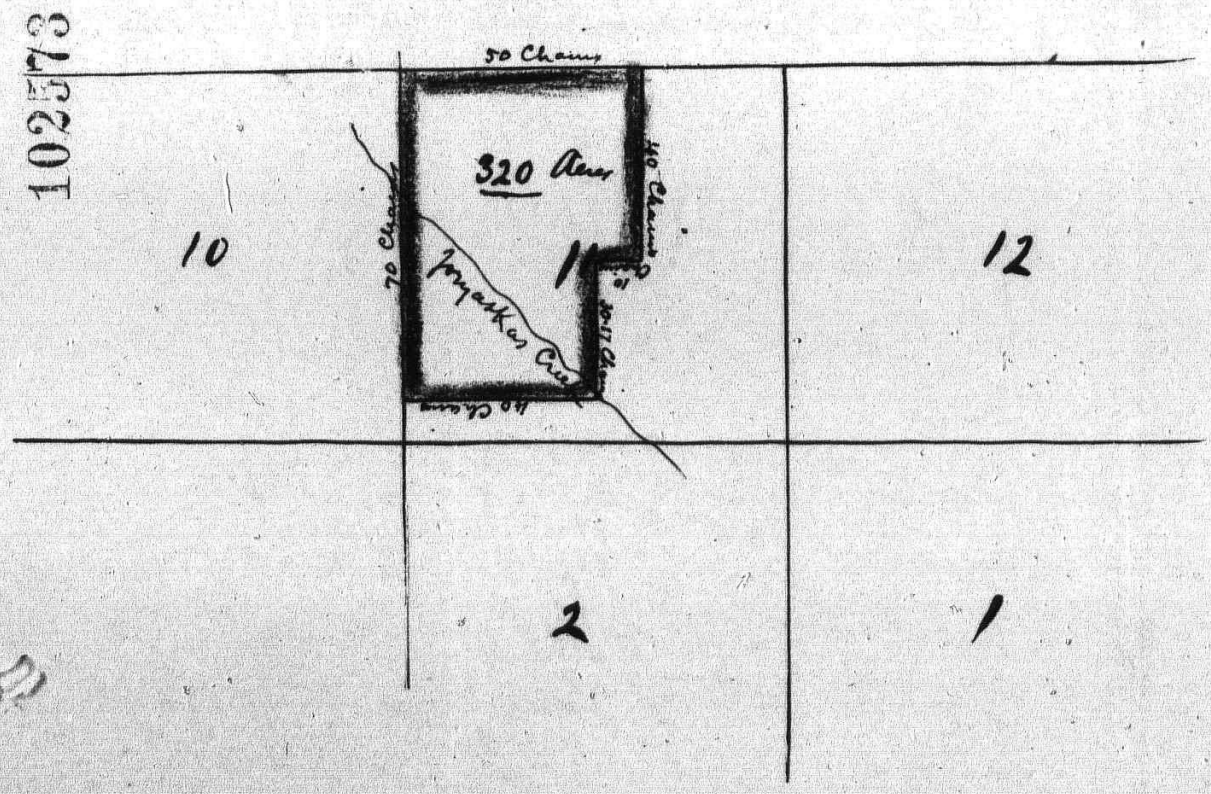
CANADA

Nicola

Tp XCI



1025573

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

(Copy) 102573

DEPARTMENT OF INDIAN AFFAIRS
JUN 6 1893

Kamloops-Okanagan Indian Agency.

Kamloops. B.C. 18th May 1893.

Sir.

I have the honour to acknowledge the receipt of your letter 732 E2 dated 16th instant referring to Mr Wm Hamilton Merritt's application to prospect for Coal on the Nyiskat Reserve and directing me to cause Mr Hamilton Merritt to comply with Sec: 3 of the Regulations; I have accordingly notified Mr Merritt to do so.

I beg here to submit that Mr Merritt did send in his application and plan in duplicate. I beg herewith to enclose one copy which has been on file here, the other copy was according to correspondence here on file, sent to Ottawa from your office on 3rd April 1891. Mr Merritts application covers the whole Reserve, the posts and lines which define the boundaries of the Reserve, also define the boundaries of the land which he applied for.

I have the honour to be
Sir
your most obedient Servant
"J. W. Mackay"
Agent.

A. W. Vowell Esquire
Indian Superintendent
Victoria. B.C.

Noted.

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DEPARTMENT OF INDIAN AFFAIRS
JUN 6 1893

102573

British Columbia.

95. F.2. Indian Office,

Victoria, May 29th. 1893.

LAND BRANCH
JUN 7 1893

No. 76,990.

Sir,

Reverting to your letter of the 8th. instant relative to Mr. Wm. Hamilton Merritt's application for a license to prospect for coal, and to work the same if found, on the Indian Reserve at Nziskat I have the honor to enclose herewith the applicant's written description of the plot of land in question, together with a plan thereof, from which it will be seen that Mr. Merritt's application covers the whole Reserve, the posts and lines which define the boundaries of the Reserve also define the boundaries of the land applied for, the area of which is 320 acres. I also enclose a copy of Mr. Agent Mackays letter on the subject, dated the 8th. Instant. This application has been made in accordance with Coal Regulations I have the honor to be

Sir,

Your Ob'dt. Servant,

A. W. Vowell

Indian Superintendent.

The Deputy Supt. General

of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

MEMORANDUM.

To Surveys Branch

J. B. 12 Juin 93

Department of Indian Affairs,

Ottawa, 7th June 1893

Please refer to Supt Powell's letter of the 29th ult. & state whether the description of the land applied for covers the whole Reserve & whether the same is a sufficient compliance with Section 3 of the Coal Regulations herewith.

(2) Lands Branch

Approved N. Ry

For D.M.

Deputy Minister

The application referred to covers the whole reserve.

Section No. 3 of the Coal Regulations appears to have been complied with to a sufficient extent. (As the whole reserve is applied for, the posts planted at the angles of the reserve when it was surveyed are sufficient.

The following is a correct description — All and singular that certain tract of land containing 320 acres, situated Section eleven, Township ninety-one,

Dist

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

District, British Columbia,
set apart as an Indian
Reserve for the Lower Nicola
Indians as shown on the
Plan of record in the
Dept. of Indian Affairs, and
which may be described as
follows — commencing at the
North-west angle of the said
Section eleven, thence East along
the North boundary of the said
section 50.00 chains;
Thence South parallel to the West
limit of the said section 40.00 ch.
Thence West parallel to the North
boundary of the said section 10.00 ch.
Thence South parallel to the said West
boundary 30.00;
Thence West parallel to the said
North boundary 40.00 chains to the
said West boundary of Sec. 11.
Thence North along the said
West boundary 70.00 chains
to point of commencement.

Sam'l Boyce

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Immediate

76, 990

MEMORANDUM.

To C. Bifsmith

Department of Indian Affairs,

Ottawa, 12th June 1893.

Acknl. Supt Powell's letter of the 29th ult & refer him to letter of the 19th of June 1891 on file No. 76,989, also to Section 10 of the Coal Regulations & say request him to state whether competition should not be invited, as there is more than one applicant for the mining privilege.

J. D. M.

CORRESPONDENCE BRANCH
JUN 12 1893

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

RETURN TO
CORRESPONDENCE BRANCH

76990 A. W. Vowell Esq.
Indian Supt.
Victoria
B.C.

Immediate

95-4

June 13 1893

Sir,

I have to ack the recpt. of your letter of the 29th ult., with enclosure, re the matter of Mr. Wm Hamilton Merritt's applcn for a license to prospect for coal & work the same if found on the Kziskot Indian Reserve; and in reply I beg to refer you to Deptl letter of the 19th June 1891 relating to similar applcn from the Nicola Valley Ry Co (76989), and to Section 10 of the Coal Regulations; and you should state whether competition should

Rot

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

not be invited as
there is more than
one applicant for
the mining privilege.

J. Ouvrard

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

10289½

DEPARTMENT OF INDIAN AFFAIRS
JUN 13 1893

British Columbia,

Indian Office, Exc.

Victoria, 7th June 1893

Land

Sir,

I have the honor to acknowledge the receipt of your letter of the 8th ultimo, No. 76,990. in reference to Mr Hamilton Merritt's application for a license to prospect for coal on the Skidegate Indian Reserve and informing me that application should be made in accordance with the "Coal Regulations". Mr Hamilton Merritt has been duly advised and in reply states that he considers that he has in every respect complied with the aforesaid Regulations having written to the Department at Ottawa on Novr. 18th. 1891. giving full particulars and forwarding a sketch of the land located.

Mr Merritt has again been advised to renew his application addressed to me direct with plans and full descriptions as required by Coal Regulations which, should he supply

LAND BRANCH
JUN 15 1893

The Deputy Supt. Genl.
of Indian Affairs
Ottawa

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

102894

supply the same, will be duly forwarded to the Department.

The $57 00 payable under clause 2 of the Coal Regulations I hold as per cheque No. 2953. Acct. No. 76. forwarded to me from the Department dated 4th March. 1892.

I have the honor to be
Sir
Your Obedt Servt
A. W. Vowell
Indian Supt. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

103318

DEPARTMENT OF INDIAN AFFAIRS
JUN 26 1893

British Columbia.

318. F.2. Indian Office,

Victoria, June 20th. 1893.

LAND BRANCH
JUN 29 1893

No. 76,990.

Sir,

In the absence of the Indian Superintendent I have the honor to acknowledge the receipt of your letter of the 13th. instant relative to the application made by Mr. William Hamilton Merritt for a license to prospect for coal, and work the same, if found, on the Nziskat Indian Reserve and to state that the subject will be brought to his notice upon his return from the Williams Lake District which is expected in about 10 days.

I have the honor to be

Sir,

Your Ob'dt. Servant,

Wm. MacLaughlin

The Deputy Supt. General

of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

DEPARTMENT OF INDIAN AFFAIRS
JUL 14 1893

103959

Kamloops-Okanagan Indian Agency,

Kamloops, B.C., 5th July 1893

A Report to accompany Mr Wm Hamilton Merritt's formal application for the right to mine for coal on the N-zus-kat Indian Reserve

This application is the first which Mr Hamilton Merritt has succeeded in making to accord with the departmental Regulations; his previous applications were each out of order in certain matters of detail.

Mr Hamilton-Merritt's application covers the whole of the N-zis-kat Indian Reserve. The area of the N-zus-kat Reserve is three hundred and twenty acres.

The Indians located on the Reserve are willing to surrender the same for coal mining purposes, provided that the surface thereof be not unnecessarily disturbed.

The N-zis-kat Reserve lies outside of the Can Pac Railway Belt. There is no apparent diminution in the number of the nation occupying the Reserve in question; but as a very small area of the surface, is required for mining uses at each pit-head; and as the rest of the surface need not necessarily be disturbed in extracting the underlying coal; and moreover as an important income may be derived for the benefit of the band of Indians to whom the N-zis-kat Reserve has been allotted by letting the coal privileges thereof: I beg to recommend, that after the surrender of the Reserve be duly executed by the Indians, the coal privileges of the said Reserve be let to competent parties who shall be bound to mine for the same continually after they obtain their lease

I have heard indirectly that the other applicant, "the Nicola Valley Railway Co" has merged interests with Mr Hamilton Merritt in respect to this application. As however I have received no official notification in regard to this transact

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

DEPARTMENT JUL 14 1899

Kamloops-Okanagan Indian Agency,

to this transaction, I beg to recommend that the Provisions of Sec 10 of the "Regulations for the "disposal of Coal on Indian Lands or Reserves" "in British Columbia" be applied to this application, and that competition be invited by tender or otherwise for such rental as said applicants may be willing to give over and above the $100.00 rental stated in said Sec 10 above referred to

J W Mackay
Agent

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

WM. HAMILTON MERRITT, F.G.S.,
ASSOCIATE, ROYAL SCHOOL OF MINES,
MEMBER IRON & STEEL INST. &C.
MINING ENGINEER AND METALLURGIST.

15 TORONTO STREET,
Toronto, Ont.

103959

June 12th, 1893

DEPARTMENT OF INDIAN AFFAIRS
JUL 14 1893

SWMK

The ~~visiting~~ Indian Sup't.

Victoria, B. C.

Sir,

Re point Sec 11 Tp XCI Nicola Dist

I beg herewith to confirm my previous application for the right to mine coal on the Nzikat Indian Reservation. I visited and located the land under the custom in vogue in the Province at the time, which was previous to the new regulations applying to Indian Reserves, and I have been waiting for your permission under my application. I am prepared to take the posts and bounds of the Indian Reserve as the posts and bounds of my application, and I beg to enclose again sketch map of the reserve. My application covers the whole of the Reserve, namely about 320 acres. I have already paid you $50.00 on account of this, the receipt of which you acknowledged.

This application with map, is in duplicate.

I have the honor to be ~~your~~

Your Obedient Servant,

Wm Hamilton Merritt

INDIAN DEPARTMENT
JUL 7 1893

The following is a description of the Nzeskat Reserve above applied for:- Commencing at a post on the left bank of Joyaskia Creek. Thence North 30.[illegible] chains; thence east 10 chains; thence north forty chains; thence west 60 chains; thence south 40 chains; thence east 40 chains to point of commencement

J W Mackay
agent

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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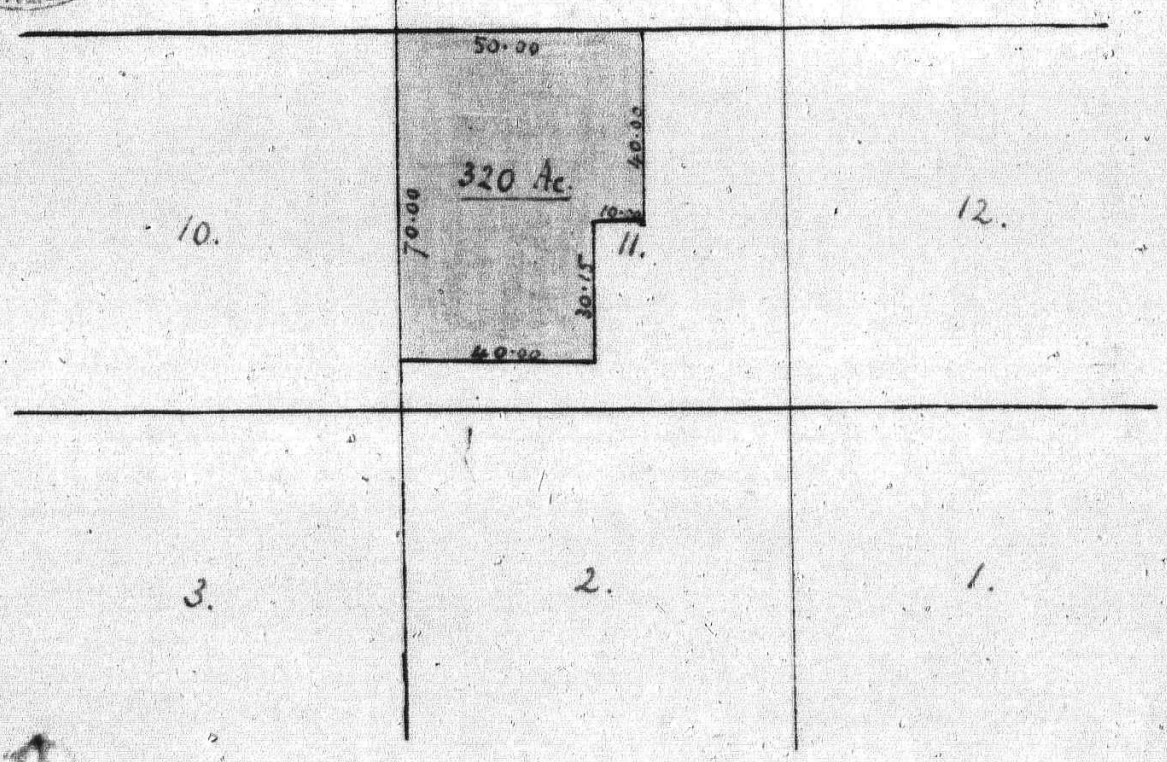
CANADA

1039959

Tp. XCI

Nicola Dist



Scale 40 Chs = 1 INCH

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

103959

British Columbia,

Indian Office,

465 F 2

Victoria, 7th July 1893

DEPARTMENT OF INDIAN AFFAIRS JUL 14 1893

LAND BRANCH JUL 15 1893

Sir,

I have the honor to acknowledge the receipt of your letter of 13th ultimo, No. 76990 in reference to Mr William Hamilton Merritt's application for a license to prospect for coal &c. on the Nicola Indian Reserve, and beg to enclose herewith an amended form of application from Mr Merritt, together with Mr Indian Agent MacKay's report upon same, dated 6th instant. As remarked in report of Indian Agent Mr Merritt now applies "for the right to mine for coal" and not to prospect, and it would also appear as if Mr Merritt and the Nicola Valley Railway Co were now working together. I have, however, received no official notification of that circumstance from either of the gentlemen concerned; and, presuming that the respective applications are still in force, I would recommend that clause 10 of the "Coal Regulations" be carried out.

I have the honor to be

Sir

Your Obedt. Servt.

Ario Vowell,

Indn Dept, B.C.

The Deputy Supt. Genl.
of Indian Affairs
Ottawa

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76,990

MEMORANDUM.

To Cr. Branch.

Department of Indian Affairs,

Ottawa, 17th July 1893

Acknl. Supt Powell's letter of the 7th instant & say that the application cannot be dealt with under Coal Regulations until surrender rcd. which was promised under cover of letter of the 19th June 1891 File 76,989.

Noted
for Dom.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

RETURN TO
CORRESPONDENCE BRANCH.

76992

A. W. Vowell Esq
Indian Dept
Victoria
B.C.

July 18 1893

Sir,

I have to ack the receipt of your letter of the 7th instant enclosing an amended form of application for Mr William Hamilton Merritt for the right to mine for coal & petroleum & kindred products together with Mr Agent Macdonald's report thereon and in reply I have to inform you that the application cannot be dealt with under the Coal Regulations unless a surrender which was forwarded under cover of official letter of the 19th June ~~last~~ 1891 - File 76989 is received.

Yours &c

DCS for DM

Department of Indian Affairs.

Ottawa, 190

Pls ask Supt Vowell what action if any has been taken in connection with Supt's letter of July 18th 1893

Also if he still holds the Supt's cheque No 2955 referred to in his letter of June 7th 1893

Also to inform the Supt of the correct spelling of the name of the Reserve in question

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

78990

Ex'd.

Ottawa 23rd April, 1901.

Sir,

I beg to refer you to official letter of the 18th July, 1893 ,regarding the application made by Mr Wm. Hamilton Merritt for the right to mine for coal on the Nsiskat Indian Reserve ,and I have to request that you will kindly report what action,if any , was taken in the matter subsequent to the receipt by you of the letter referred to. Kindly also report whether you still hold official cheque No 2955 for $50.00 ,to which you referred in the last paragraph of your letter of the 7th June 1893.

I may add that the Department desires to be informed of the correct spelling of the name of the Reserve above referred to.

Your obedient servant.

Secretary.

A.W. Vowell, Esq.,
Indian Supt,
Victoria, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

British Columbia.

213246

DEPARTMENT OF INDIAN AFFAIRS
MAY 17 1901

706 S. S.

Indian Office,

Victoria, May 9th 1901.

ACCOUNTANT'S BRANCH
MAY 18 1901

File No. 76,990.

LAND BRANCH
MAY 18 1901

Sir:-

I have the honor to acknowledge the receipt of your letter of the 23rd ultimo directing my attention to official communication of the 18th of July 1893 relative to the application made by Mr. William Hamilton Merritt for the right to mine for coal on the Nziskat Indian Reserve in the Kamloops-Okanagan Agency. In reply to your inquiry desiring to know what action was taken in the matter subsequent to the receipt by me of the Department's letter of the 18th of July 1893 I may inform you that on the 25th of July 1893 the then Agent for the district, Mr. J. W. Mackay, was reminded that the form of Surrender which had been sent to him from this office under date of the 26th of June 1891, No. 722. Y. 2. had not been returned by him to this office as directed. He had been unable to take the surrender from the Indians interested in consequence of the absence of most of the Indians from their reserve. Mr. MacKay's attention was again directed to the necessity of

This information was sent to Accts. for Dept.

The Secretary
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

213246

of his endeavoring to have the surrender duly completed and forwarded to me. This reminder was mailed to him on the 4th of October of the same year, No. 453. G. 2. but apparently nothing was done by the then Agent to have the form filled in as required the chief reason for the oversight being that Mr. Mackay was at that time being transferred from the charge of the Kamloops-Okanagan Agency to this office, his successor in office being Mr. Wentworth F. Wood. On the 2nd of December 1893, No. 229. H. 2. Mr. Wood was written to urgently pressing him for a speedy attention to the matter of obtaining the surrender and although again admonished to lose no more time in attending to the instructions previously sent him he allowed the matter to lapse and the question still remains in abeyance. I shall to-day communicate with Mr. Agent Irwin to ascertain what has become of the form of surrender mailed by me to Mr. Macakay. As soon as I receive a reply from the Agent I shall transmit a copy thereof for the information of the Department.

The cheque referred to for $50.00 is still in this office.

As to the correct spelling of the name of the reserve referred to I may state that "Nziskat" is that always used by the late Mr. Mackay who gave the subject of the spelling of Indian names special thought. The spelling given is as nearly correct according to the Indians' pronunciation, as it is possible to have it.

I have the honor to be, Sir,

Your Ob'dt. Servant,

Indian Superintendent, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

76990

British Columbia.

DEPARTMENT OF INDIAN AFFAIRS. MAY 1901

213676

170 T. 3.

Indian Office,

Victoria, May 23rd 1901.

File No. 76,990.

ACCOUNTANT'S MAY 30 1901 BRANCH.

Sir:-

With reference to your letter of the 23rd of April last regarding the application made by Mr. Wm. Hamilton Merritt for the right to mine for coal on the Nziskat Indian Reserve in the Kamloops-Okanagan Agency, and to my reply thereto of the 9th instant, No. 746. S. 3. I have the honor to state that since writing that letter I have had careful search made here to determine if the Surrender in question had been received from the Agent for the district. This morning I ascertained that the document was received from the then Indian Agent, Mr. W. F. Wood under date of his communication of the 24th of January 1895 and was by me transmitted to the Department on the 26th of the same month. See Department's File No. 76,989, June 19/1891.

I have the honor to be

Sir,

Your Ob'dt. Servant,

A. W. Rowe

Indian Superintendent, B. C.

The Secretary

Department of Indian Affairs,

Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76989

Mix a.

Ottawa 13th June, 1901.

Sir,

Referring to your letter of the 23rd ultimo, and previous correspondence, I beg to say that the cheque for $50.00 which was received from Mr W.H. Merritt for mining privileges on the Nxiskat Indian Reserve (and which ~~must be~~ is still in your office) should have been returned to him when the Department's letter of the 11th February 1895(File No 76989) was received ,as it was stated in that letter that "as these Reserves are "outside the railway belt it is out of the power of the "Department to dispose of coal or any other valuables ~~on or~~ under the said reserve."

Your obedient servant.

Secretary.

A.W. Vowell, Esqr,
Indian Supt,
Victoria, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

British Columbia.

214872

5-d T. 3.

Indian Office,

Victoria, June 22nd 1901.

File No. 76,990.

Sir:-

I have the honor to acknowledge the receipt of your letter of the 13th instant in reference to the cheque for $50.00 which was received from Mr. W. H. Merritt for mining privileges on the Nziskat Indian Reserve and in reply thereto would state that the cheque will at once be returned to Mr. Merritt as directed.

I have the honor to be

Sir,

Your Ob'dt. Servant,

A. W. Powell

Indian Superintendent, B. C.

for W. E. Macdonald

The Secretary

Department of Indian Affairs,

Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

76990

214871

533. J. 3

British Columbia,

Indian Superintendent's Office,

Victoria, 24th, June, 1907

MEMO.

DEPARTMENT OF INDIAN AFFAIRS JUL 3 1907

ACCOUNTANT'S BRANCH JUL 3 1907

Sir,-

In further reference to your letter of the 13th instant, No. 76990, I have the honour to report that the reason for retaining the cheque referred to at this office was that it was expected that at any moment an arrangement would be come to between the Dominion & Provincial Governments for the satisfactory working of coal, or any other valuables, on or under the Indian reserves outside the railway belt in British Columbia.

Regretting that I have been wrong in my supposition

I have the honour to be

Sir

Your Obedient Servant

Indian Superintendent, B.C.

The Secretary

Department of Indian Affairs

Ottawa

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

Department of Indian Affairs.

Ex'd.

Ottawa, 3 - 7 - 1907

Cert please see

214871 214872

ACCOUNTANT'S BRANCH
JUL 3 1907

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

COPY.

234175

15 Toronto St.,

Toronto, Canada, Oct. 17th, 1902.

The Visiting Indian Supt.,

Victoria, B. C.

My dear Sir:

I have several times endeavored to obtain a lease for coal mining purposes of the Nzikat Reserve, Nicola Valley (Part S. 11, Tp. 91) of which I enclose plan.

As you may remember, we had some correspondence in 1891, 1892, 1893 and 1894 on the subject, the last letter which I received from you was 515 1[2] dated 5th of April, 1894.

The Nicola Railway Company's charter long since lapsed and I own some land in the immediate vicinity and am much inconvenienced with regard to any prospecting development without this Indian Reserve of 320 acres which is more or less surrounded by the land I own.

I understand that there are new regulations recently made and you will please consider my application made herewith to be under these regulations, but I think as regards any priority of application my constant wish to acquire the right to this land (evidenced by applications on file) should count.

Also I am having Dominion Land Scrip sent you for $48.00, forty eight dollars being half year's rent of the 320 acres at thirty cents per acre per annum.

If you can kindly let me hear from you at your very earliest convenience, you will much oblige.

Believe me,

Yours very faithfully.

Jno. Wm. Hamilton Merritt

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CABLE ADDRESS: "MERRITT," TORONTO (MOERING & NEAL CODE)

76990

WM. HAMILTON MERRITT,
MINING AND
CONSULTING ENGINEER

15 TORONTO STREET

231175

TORONTO, CANADA, Oct 17th 1902

DEPARTMENT OF INDIAN AFFAIRS
OCT 21 1902

The Supt-Genl Indian Affairs
Ottawa. Ont.

LAND BRANCH
OCT 21 1902

Sir, I have the honour to enclose you herewith copy of an application I have forwarded. If application should be made to you direct please consider it as if made to your Deptt.

Your Obed. Servant
Wm Hamilton Merritt

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

Hxd.

Ottawa 22nd October 1902-

Sir-

I beg to acknowledge the receipt of your letter of the 17th Instant, enclosing copy of a communication, addressed the Visiting Indian Superintendent, Victoria, by you, on the same date, as to application for a Lease for coal mining purposes of the Nziskat Indian Reserve, and in connection therewith beg to say that as the Reserve in question is situate outside the Railway Belt and as the question of title to such Reserves between the Dominion and Provincial Governments is still unsettled, the application cannot be favourably entertained.

Your obedient servant

S. STEWART

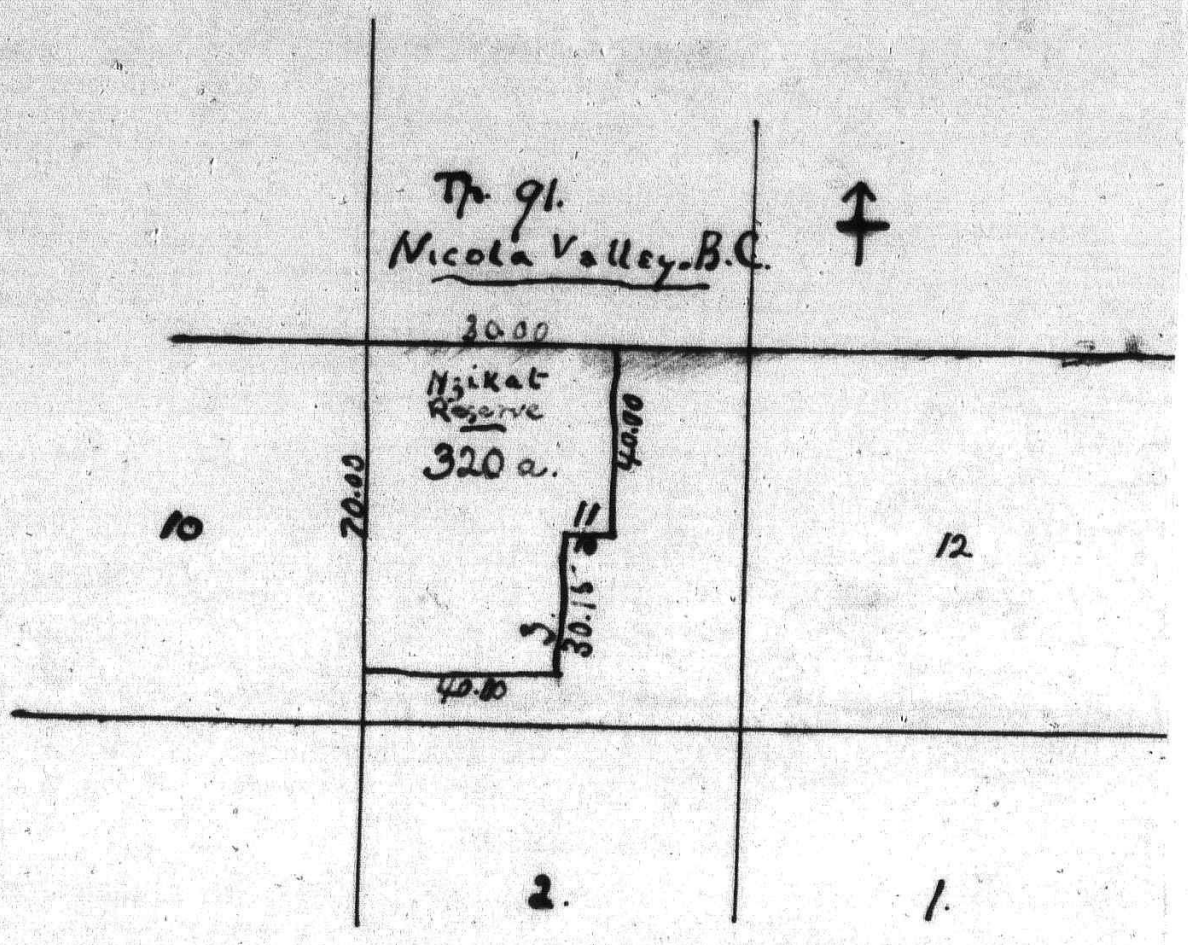
Asst. Secretary-

S.S.
W.A.O.

W. Hamilton Merritt, Esq.,
15 Toronto Street,
Toronto,
Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA



Above is a copy of sketch accompanying letter dated Feb 24/1892 from Hn. Wm. Hamilton Merritt to A. W. Powell, Esq. Indian Supt. Victoria, B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Copy)

Toronto Ont., Feb. 24th 1892.

The Visiting Indian Superintendent,
Victoria B.C.

254999

Sir;

In accordance with the new regulation for the disposal of coal on Indian lands and reserves in British Columbia adopted by the Dept. I have sent $50 to the Supt. Genl. of Indian Affairs at Ottawa for prospecting license on the Nzikat Reserve, Nicola Valley, B.C. as I staked it and made application some tile ago, and wrote the Dept. at Ottawa on Nov. 18th 1891 giving fill particulars.

I send you herewith a sketch of the land located, a copy of which sketch I have sent to the Supt. Genl. of Indian Affairs.

I remain,
Your Obedient Servant,
(sgd) Wm. Hamilton Merritt.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(Copy)

234999

Lands and Works Department,

Victoria, Jan. 15th 1904.

Dear Sir,

A correspondent of this Department, Mr. William Hamilton Merritt, of Toronto, is desirous of obtaining a licence to prospect for coal underlying the Nze-kat Indian Reservation in Section II, Township 91, Kamloops Division of Yale district. Mr. Merritt controls the coal rights on the adjacent lands but finds they cannot be satisfactorily developed unless the Indian Reserve be included in the operations. It does not appear that any good can result from the coal seams, if any, under the Reserve lying undeveloped, or that any harm or loss can be sustained by the Indians by their being worked. I will therefore be pleased to know that your Department will sanction the granting of a coal license by this Department as desired.

Yours truly,

(sgd) W.S.Gore,

Deputy Commissioner of L & W.

A.W.Vowell Esq,

Indian Superintendent

Victoria

B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

(Copy)

234999

Toronto, Canada Feby. 11, 1904.

A.W. Vowell, Esq.,

Indian Superintendent, B.C.

Victoria B.C.

Re Nziskat Indian Reservation in Section 2, Township 91, Kamloops Division, Yale district.

Dear Sir;

I have the honor to acknowledge receipt of your communication J-4, 670 of 21st Ult.

I beg that my application of Feb. 24th, 1892 to prospect for coal upon the Nziskat Indian Reserve in the Nicola Valley, B.C. (acknowledged by letter from the Department No. 76990 of Feb. 25th, 1892) may be reconsidered in view of recent negotiations about this matter between the Dept. of Lands & Works of B.C. and your Dept. Please inform me if I shall again enclose cheque for $50.00 which amount you sent back to me in your letter 536 T 3. of June 24th, 1901.

I have the honor to point out that as I own the remainder of the coal in the section in which the reserve is located, and on other land alongside, that the position of the Reservation would make it almost impossible to carry on coal mining operations without the right to mine under the Reserve in question. Also the Reserve is so small (320 acres) that profitable coal mining operations on it alone would be out of the question.

I understand that it was in connection with my original application that the surrender of the coal mining

rights

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

234999

rights on this Reserve was made by the Indians in 1896.

I have recently again been on the Reserve verifying my previous observations.

I have the honor to be,
Dear Sir,
Your Obedient Servant,
(sgd) Wm. Hamilton Merritt.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

DEPARTMENT OF INDIAN AFFAIRS
FEB 26 1904

Indian Office Victoria B.C.

K-4. 319 Feby. 19th 1904. 254999

Sir; File No. 76,990.

I have the honor to draw the Department's attention to an application made to this office under date of Feby. 24th 1893 by Mr. Wm.Hamilton Merritt of Toronto, Ontario, particulars of which he stated he furnished in a similar application made direct to it, for the privilege of prospecting for coal on the Nzis-kat Indian Reserve, in the Kamloops-Okanagan Agency.

LAND BRANCH
FEB 26 1904

For the information of the Department a copy of Mr.Merritt's letter of the date quoted together with a copy of the sketch of which reference is made is herewith enclosed. Considerable correspondence ensued, all of which doubtless will be found on the file number quoted viz 76990. By reference to the Department's letter of March 1st 1893 it will be seen that reference was therein made as to the right of the Government of Canada to sell or lease lands within an Indian Reserve in B.C. situate outside of the railway belt.

Accordingly Mr.Merritt's cheque for $50.00 was returned to him. However, within the past few months Mr. Merritt was in this city interviewing the Provincial Lands and Works Department with a view to getting its consent to waive any ~~right~~ objection which the Provincial authorities might feel inclined to interpose in the furtherance of the object in view on his part.

The Secretary, Accordingly

Dept. of Indian Affairs,

Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Accordingly under date of 15th of last month Mr.W.S. Gore, Deputy Commissioner of Lands & Works, addressed a letter to me on the subject, a copy of which is enclosed herewith for the information and consideration of the Department.

I thereupon communicated with Mr.Merritt at Toronto informing him that if he wished to continue correspondence on the subject I would forward the same to Ottawa for the consideration of the Department. In reply to my letter to him Mr.Merritt wrote to me from Toronto on the 11th of the present month renewing the application, copy of which communication I herewith enclose. As Mr.Merrit, according to the statement made by him in a copy of letter enclosed, owns the remainder of the coal in section in which the reserve is located, and on contiguous land I would recommend that, if possible to do so, his application be acceded to, more especially as the reserve being a small one (containing only 320 acres) it would not, as he remarks, be profitable to him to carry on coal mining operations on it alone.

I have the honor to be,

Sir,

Your Obedient Servant

Indian Superintendent B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

Exd

OTTAWA, 29th February, 1904-

Sir-

I beg to acknowledge the receipt of your letter of the 19th Instant, No K-4.319, enclosing papers in regard to the application of Mr. W.H. Merritt for coal on the Nsiskat Indian Reserve, in the Nicola Valley, B.C., and in reply to say that pending settlement of questions in dispute between the two Governments as to title to Reserves outside the Railway Belt, the Department is not disposed to consent to the disposition of the coal on this Reserve by the local Government.

Your obedient servant

S. STEWART

Asst. SECRETARY.

W.A.D.

A.W. Vowell, Esq.,
Indian Superintendent,
Victoria,
B.C.-

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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255493

Land

15 Toronto St. Toronto, Ont.

March 7th, 1904

DEPARTMENT OF INDIAN AFFAIRS
MAR 9 1904

The Superintendant-General of Indian Affairs,

Ottawa,

Ontario,

Dear Sir:-

I have been informed by your Superintendant, Mr. Vowell, at Victoria, B.C. that an application made by myself for the right to mine coal on the Nzitkat Indian Reservation situated in Section Eleven, Township Ninety-one, Kamloops Division of Yale District, B.C. has been forwarded to your Department together with a letter from Mr. Gore, Commissioner of Lands and Works, of the British Columbia Government on the subject.

The bearer of this letter, Mr. George A. Begy, of St. Catharines, is interested with me in this matter, and will endeavor to make such arrangements with you as will be necessary to carry out the issuing of the Lease or License to me at as early a date as can conveniently be arranged.

I have the honor to be your obedient servant,

Wm. Hamilton Merritt

Jos Wolka

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

Extract from letter Mr. Geo. A Begy to Mr. Pedley,
dated March 10th, 1904.

" Mr Merritt, who owned the land adjoining the "Indian Reserve that I mentioned, tells me that in 1896 "the Indians relinquished all their rights to the Government "and if this is so it seems to me that the trouble in "obtaining their consent is overcome.

"Assuming that we could get authority from the British "Columbia Government to allow your Department to handle "the matter, under what conditions would a license or lease "be granted ? Would it be under the regulations of the "20th January, 1892, or what ? Of course I am only asking "you this in the event of authority being obtained, what "regulations would we be asked to comply with ? I intimated "to you that our company was willing to pay 10¢ per ton for "all coal mined on this reserve. Of course if there could "be an arrangement made whereby we could secure the mineral "rights or purchase the entire property on better terms, "we would be glad to do so."

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
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CANADA

H. O.

Ottawa, March 17th, 1904.

Personal

Dear Mr. Begy,

I beg to acknowledge the receipt of your letter of the 10th instant regarding the application of Mr. W. H. Merritt for coal on the Nziskat Reserve in the Nicola Valley, B. C., and to say in reply that the matter is now being looked into here.

Yours very truly,

Frank Pedley

Geo. Begy, Esq.,
St. Catherines,
Ontario.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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DEPARTMENT OF INDIAN AFFAIRS CANADA.

Plan which accompanied Mr. Begg's letter of the 18th Mch. 04

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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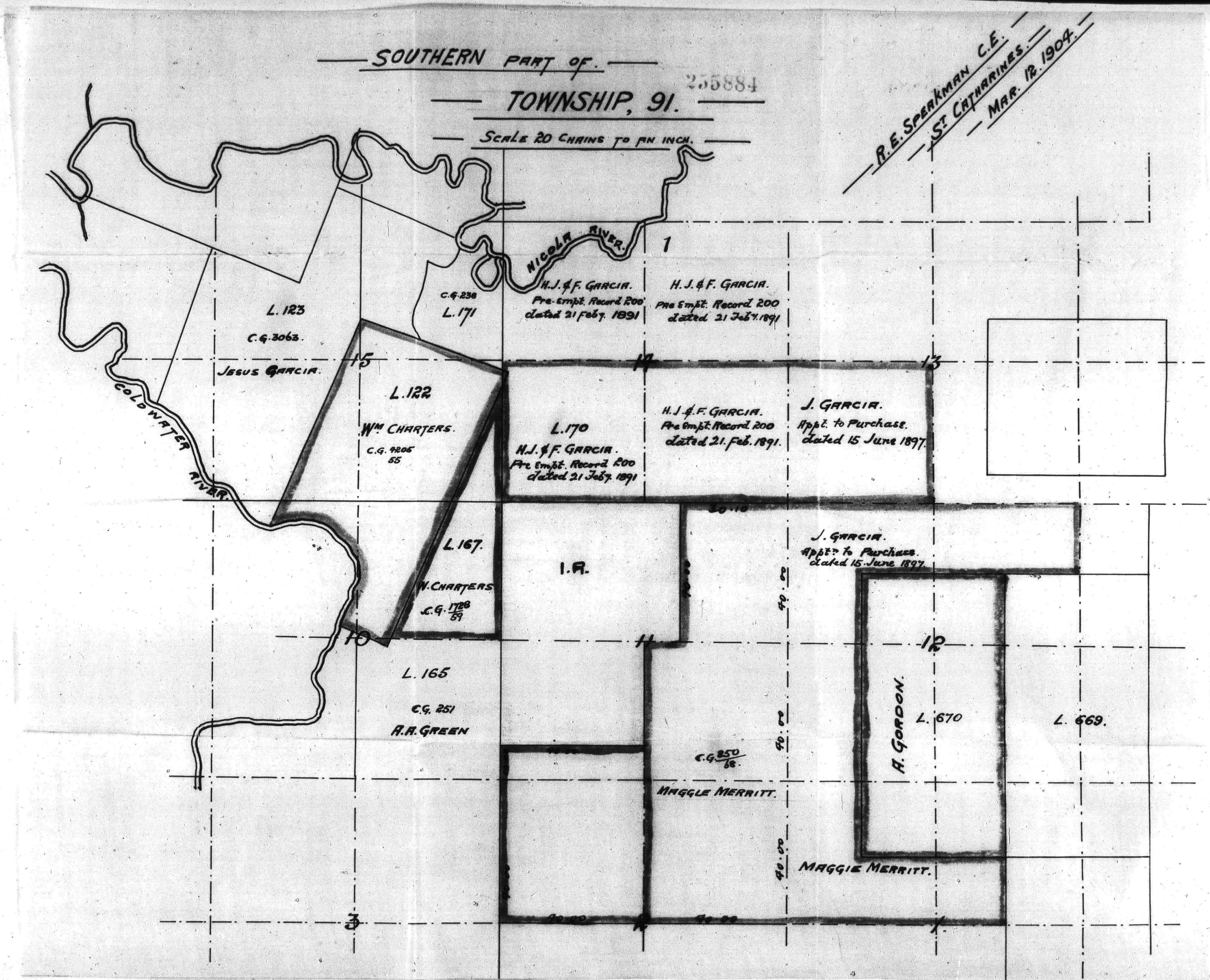
CANADA



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CANADA

THE NICOLA, KAMLOOPS AND SIMILKAMEEN COAL AND RAILWAY COMPANY

DEPARTMENT OF INDIAN AFFAIRS. MAR. 18 1904

DIRECTORS
E. A. [illegible], Toronto, *President*.
George A. Begy, St. Catharines, *Vice-President*.
W. D. Woodruff, St. Catharines.
W. Dossett Birchall, Montreal.
W. B. Sherlock, Canton, Ohio.
C. H. Keefer, C. E., Ottawa.
George Dawson, St. Catharines.

Secy-Treas., W. S. McNamara, St. Catharines, Ont.
Solicitors, { H. H. Collier, K. C., St. Catharines. / George H. Cowan, Vancouver, B. C.
Chief Engineer, C. H. Keefer.

Lands

St.Catharines,March,18th,/04.

255884

Dear Mr.Pedley,-

I have yours of the 17th.and note that you have the question of dealing with the Nziskat Reserve under consideration.

I enclose a tracing showing the coal lands, (outlined in red) we control,and as it is our intention to establish a colliery on the Charters property (lots 122 and 167) and work our coal seams South-east,you will see how important it is to us and the Indians,that we should come to some arrangement satisfactory to your Department and ourselves,that will enable us to work the ~~seams~~ seams in the above direction,which we beleive underlies this reserve. If coal exists under this reserve,and with them receiving 10 cts per ton Royality,should yield them,sooner or later,a large sum of money.

Kindly let me hear from you if you find a consideration of the matter dragging and anticipate an unfavorable decision,in that event I will go down to Ottawa.

Dict.G.A.B.-E.

Yours Faithfully,

Geo A. Begy

Frank Pedley,Esq.
Commissioner of Indian Affairs,
Ottawa.Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

DEPARTMENT OF INDIAN AFFAIRS
MAR 23 1904

236638

D.S.G.

House of Commons,

Ottawa, March 22nd, 1904.

Frank Pedley, Esq.,

Deputy Supt. General Indian Affairs,

Ottawa.

Dear Mr Pedley,-

Mr. George A. Begy, of the Nikola & Similkameen Ry. & Coal Co., has asked me to look into the matter of the acquiring by the Company, by purchase or by lease of certain coal bearing lands of the Nikola Valley, in which the Indians are interested.

I have not had time to go to the Dept. and investigate the subject but would be very glad if you would write me upon the matter as to how it stands and what are the prospects of the application being successful. When I have heard from you I will ask you to be good enough to give me an appointment when we can go into the matter together.

Yours very truly,

R. A. Bickerdike

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76,990

Ottawa, 24th March, 1904.

Dear Mr. Belcourt : -

Referring to your favour of the 22nd inst., re the application of Mr. George A. Begy, of the Nikola & Similkameen Railway & Coal Co., I beg leave to say that one of the necessary requisites to the granting of this application would be the consent of the British Columbia Government.

I would be prepared at any time suitable to your convenience to discuss the matter with all the papers before us.

Yours truly,

D. Ian McPedley

Deputy Supt. General
of Indian Affairs.

Hon. N. A. Belcourt,
Speaker,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

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Ottawa, 15th April, 1904.

His Excellency

The Governor General in Council.

The undersigned has the honour to submit herewith a surrender made on the 4th day of May, 1894, by the Nziskat Band of Indians, of all the coal, and the mining privileges in connection therewith, on their reserve - comprising an area of 320 acres - in the Kamloops-Okanagan Agency, in the Nicola division of the Yale District, B.C., with a view to the said coal and coal mining privileges being disposed of for the benefit of the Indians of the said band.

The surrender has been duly authorised, executed and attested in the manner required by the 39th Section of the Indian Act, and the undersigned would recommend that the same be accepted by Your Excellency in Council in order that the coal, and the mining privileges connected therewith, may be disposed of subject to such conditions as may be deemed by the Superintendent General of Indian Affairs best in the interests of the Indians concerned; the original surrender to be returned to the Department of Indian Affairs and the certified copy thereof (herewith) kept of record in the Privy Council office.

D. ul. 13
S. 8. 13
L. 13
P.C. 19

Sd. Clifford Sifton

Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 76 990-

MEMORANDUM

To the Deputy Minister-

OTTAWA, 6th April, 1904-

In regard to application by Mr. Merritt for coal on the Nziskat or Joeyaska Indian Reserve, B.C., I beg to say that on the 4th of May 1894 the Indians surrendered the coal and mining privileges in connection therewith to be disposed of for their benefit, which surrender is on File 76 989, but was not submitted to His Excellency in Council for approval owing to the Reserve in question being situate outside the Railway Belt and the title thereto being in dispute with the local Government.

The Reserve in question comprises an area of 320 acres and was allotted by Commissioner Sproat on the 11th September 1878. The Department has no information as to whether there are any Indians living on this land, as the Census Returns are for the Lower Nickola Band occupying thirteen Reserves.

As the consent of the local Government, a Lease might issue under Coal Regulations established by Order in Council of the 20th January 1892, a copy of which is attached, upon acceptance of surrender by His Excellency in Council.

See letter 15 Jany 1904

W. Ider

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

14. April 04

Secretary

The D.M. wishes in acceptance of surrender of Coal on Nyalah Res. who has provision made for insertion in lease issued under Regulations established by O.C. 20th Jany 1892, any other condition that may seem necessary in the interest of the Indians

W. Ridge

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

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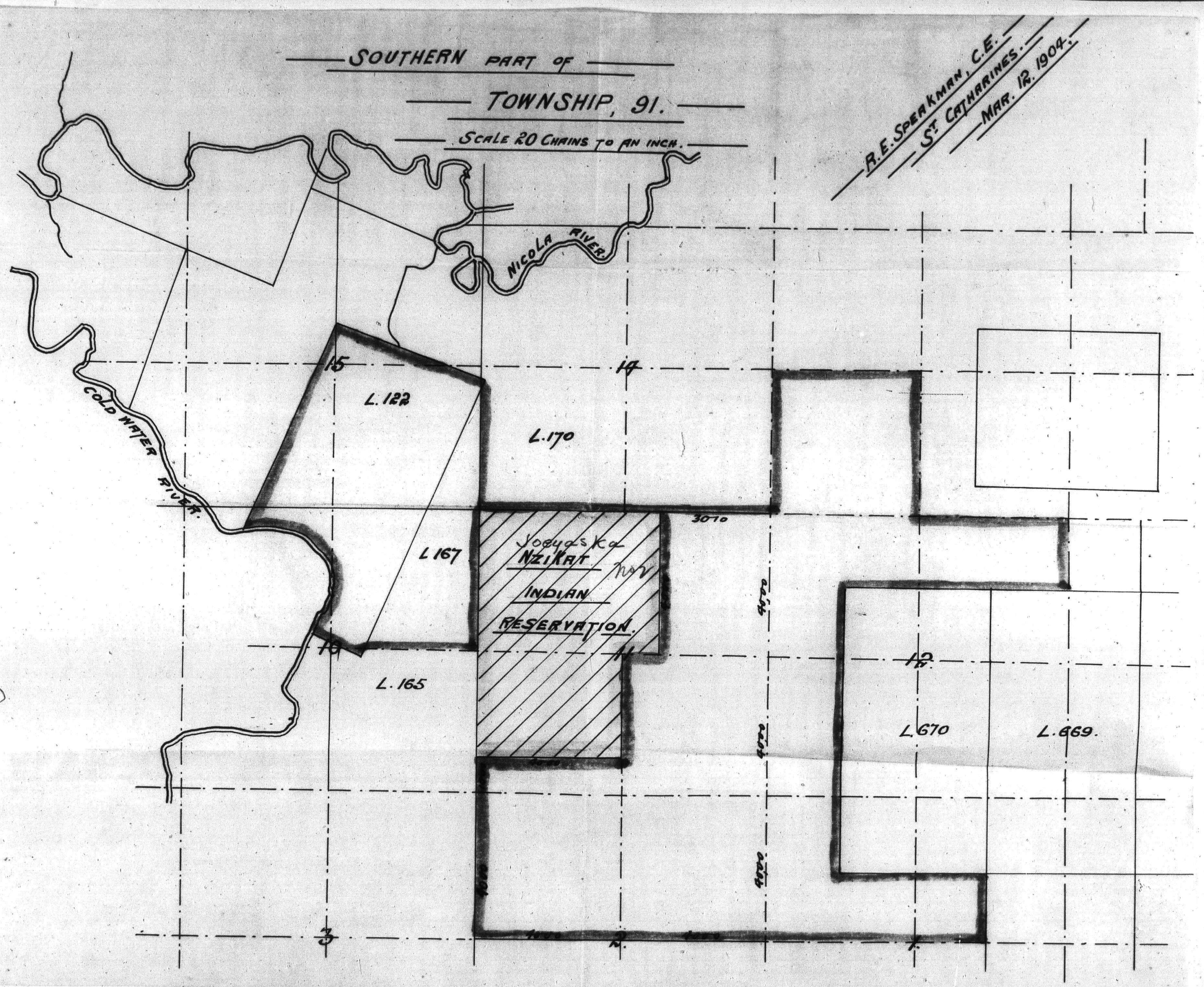

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76,990
76,989

Graft Rec

Ottawa, 15th April, 1904.

His Excellency

The Governor General in Council.

The undersigned has the honour to submit herewith a surrender made on the 4th day of May, 1894, by the Nziskat Band of Indians, of all the coal, and the mining privileges in connection therewith, on their reserve - comprising an area of 320 acres - in the Kamloops-Okanagan Agency, in the Nicola division of the Yale District, B.C., with a view to the said coal and coal mining privileges being disposed of for the benefit of the Indians of the said band.

The surrender has been duly authorised, executed and attested in the manner required by the 39th Section of the Indian Act, and the undersigned would recommend that the same be accepted by Your Excellency in Council in order that the coal, and the mining privileges connected therewith, may be disposed of subject to such conditions as may be deemed by the Superintendent General of Indian Affairs best in the interests of the Indians concerned; the original surrender to be returned to the Department of Indian Affairs and the certified copy thereof (herewith) kept of record in the Privy Council Office.

Form 2

D.W.C. 13
S.G. 16
L.B. 16
P.C.

Sd Clifford Sifton

Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

Collier & Burson,
Barristers, Solicitors,
Proctors, etc.
H. D. [redacted]ier, K.C. G. B. Burson.

76990

256792

Telephone 129.

St. Catharines, Ont. 8 April 1904

DEPARTMENT OF INDIAN AFFAIRS
APR 11 1904

Frank Pedley Esq.,
Deputy Superintendent General of
Indian Affairs
Ottawa, Ont.,

Dear Sir;-

Mr. Begy and I called to see you yesterday afternoon but found that you had gone for the day.

In the morning we had seen Mr. Sifton upon the matter of Mr. Begy's application to mine coal upon the Nzikat Reserve in the Nicola Valley, British Columbia.

Mr. Sifton stated that he was waiting for a report from you in the matter, and that he saw no reason why license should not be issued to Mr. Begy.

He said, however, he would take the matter up early next week, after which we hope to hear from you that the application will be granted.

Yours truly,

H. D. Collier

FIELD BRANCH.
APR 19 1904

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

Hd.

OTTAWA, 20th April, 1904-

Sir-

I beg to acknowledge the receipt of your letter of the 8th Instant, regarding the application of Mr. W. H. Merritt to mine coal on Nziskat Indian Reserve, in the Nicola Valley, B.C., and in reply to say that present action regarding the disposition of this coal is now under consideration.

Your obedient servant

FRANK PEDLEY

Deputy Superintendent General
of Indian Affairs.

WAO

H. H. Collier, Esq.,
Barrister &c.,
St. Catherines,
Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18169-14 Vol 1

76990

Extract from a Report of the Committee of the Honourable the Privy Council, approved by

DEPARTMENT OF INDIAN AFFAIRS APR 27 1904

the Governor General on the 23rd April, 1904.

257671

PRIVY COUNCIL CANADA

On a Report dated 15th April, 1904, from the Superintendent General of Indian Affairs submitting herewith a surrender made on the 4th day of May, 1894, by the Nyiskat Band of Indians, of all the coal and the mining privileges in connection therewith, on their reserve, comprising an area of 320 acres, in the Kamloops-Okanagan Agency, in the Nicola Division of the Yale district, B.C., with a view to the said coal mining privileges being disposed of for the benefit of the Indians of the said band.

The Minister recommends, as the said surrender has been duly authorized, executed and attested in the manner required by the 39th Section of The Indian Act, that the same be accepted by the Governor General in Council, in order that the coal and the mining privileges connected therewith may be disposed of subject to such conditions as may be deemed, by the Superintendent General of Indian Affairs best in the interests of the Indians concerned; the original surrender to be returned to the Department of Indian Affairs and the certified copy thereof kept of record in the Privy Council Office.

The Committee submit the same for approval.

John J. McGee

Clerk of ~~the~~ Privy Council.

The Honourable
The Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76,989

Hxd.

Ottawa, 29th April, 1904.

Sir : -

I have the honour to inclose herewith for registration in your Department a surrender made by the Nyiskat Band of Indians of all the coal and the mining privileges in connection therewith on their reserve, in the Kamloops-Okanagan Agency, in the Nicola Division of the Yale District, B. C., with a view to the said coal mining privileges being disposed of for the benefit of the Indians of the said band, which surrender was accepted by His Excellency in Council on the 23rd April, 1904.

Be good enough to return the Instrument to this Department as soon as possible with a certificate of registration endorsed thereon.

Your obedient servant,

J. D. McLean

Secretary.

Ex. 10

Joseph Pope, Esq., C. M. G.,
Under Secretary of State,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

76990

SECRETARY OF STATE. CANADA.

W/N. 257837

DEPARTMENT OF INDIAN AFFAIRS. MAY 2 1904

File No. 1241.

Ottawa, 30th April, 1904.

Sir,

I have the honour to acknowledge the receipt of your communication,-No.76,989,-dated the 29th instant,transmitting,for registration in this Department,a Surrender made by the Nyiskat Band of Indians of all the coal and mining privileges in connection therewith on their Reserve,in the Kamloops Okanagan Agency, British Columbia,for the reason therein set forth,and to state that the matter shall receive attention.

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 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs.

Ottawa, _____ 190__

Mr Mr. If in order. Can might as well draw lease for signature

AND BRANCH.
MAY 13 1904

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

P. 2 S

SECRETARY OF STATE. CANADA.

258768

DEPARTMENT OF INDIAN AFFAIRS MAY 21 1904

No.1241

Ottawa, 20th May 1904.

Sir,

With reference to your letter of the 29th ultimo, No.76,989, I have the honour to return to you, herewith, the same having been duly registered in this department, a Surrender made by the Nyiskat Band of Indians of all the coal and mining privileges in connection therewith on their reserve, in the Kamloops Okanagan Agency, British Columbia.

LAND BRANCH MAY 31 1904

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 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

Ottawa, 30th May, 1904.

Dear Mr. Belcourt :-

You will remember a short time ago being over with Mr. Begy, of St. Catherines, with reference to an application for sealing rights in the Nyiskat Reserve, B. C. Some progress has been made with reference to this application, but before further action is taken I should like to have the name of the parties or company in whose name any documents of title may be drawn.

ID BRANCH.
MAY 31 1904

Yours truly,
Frank Pedley

Deputy Supt. General
of Indian Affairs.

Hon. N. A. Belcourt,
Speaker of the House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

Collier & Burson,
Barristers, Solicitors,
Notaries, etc.

H. H. Collier, K.C. G. B. Burson.

Telephone

76990 259439

St. Catharines, Ont. 6 June 1904

DEPARTMENT OF INDIAN AFFAIRS
JUN 7 1904

Frank Pedley Esq.,
Superintendant General Indian Affairs
Ottawa, Ont.,

Dear Sir;-

re Nzikat Indian Reserve.

Would you kindly inform me whether there is any Order-in-Council regulating the terms upon which licenses to mine coal under Indian lands are granted, or whether it will be necessary to have an order in Council passed, before Mr. Begy's application to mine coal under the above reserve will be considered?

Mr. Begy would like also to know what the terms are likely to be. I think he settled with the Minister upon payment of ten cents per ton royalty. He would like to know now whether there would be any rental per acre charged.

An early reply will greatly oblige.

Yours truly,

H H Collier

Send D.O.C. draft Lease (mines) out

LAND BRANCH
JUN 9 1904

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

70,990

Ottawa, 15th June, 1904.

Sir,-

In reply to your letter of the 6th instant, I beg to enclose copy of the Regulations for the disposal of Coal on Indian lands and reserves in British Columbia, from which you will see the amount of royalty and rental chargeable thereunder.

I may say that the Department has at present under consideration the terms upon which the privilege may be granted for mining coal on the Nziskat Indian Reserve.

Your obedient servant,

Secretary.

H. H. Collier, Esq.,
Barrister, &c.,
St. Catharines, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

THE NICOLA, KAMLOOPS AND SIMILKAMEEN COAL AND RAILWAY COMPANY

DIRECTORS
E. A. JUKES, [illegible], President.
GEORGE A. B[illegible], St. Catharines, Vice-President.
W. D. WOODRUFF, St. Catharines.
W. DORSETT BIRCHALL, Montreal.
W. E. SHERLOCK, Canton, Ohio.
C. H. KEEFER, C. E., Ottawa.
GEORGE DAWSON, St. Catharines.

Secy-Treas., W. S. MCNAMARA, St. Catharines, Ont.
Solicitors, { H. H. COLLIER, K. C., St. Catharines. GEORGE H. COWAN, Vancouver, B. C.
Chief Engineer, C. H. KEEFER.

261979

Mxd.

St.Catharines, 20 July, 1904

Frank Pedley Esq.,

Chief Commissioner of Indian Affairs

Ottawa, Ont.,

DEPARTMENT OF INDIAN AFFAIRS JUL 25 1904
RECEIVED BRANCH JUL 25 1904

Dear Mr. Pedley;-

re Nizikat Indian Reserve.

On my arrival in Toronto I called on Mr. William Hamilton Merritt, and found that he had gone away for his holidays and would not return before the first of August.

I suppose nothing can be done until his return, and will let the matter stand in the meantime.

Yours faithfully,

Geo A. Bagy

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CABLE ADDRESS: MERRITT, TORONTO (MOSHING & NEAL CODE)

WM. HAMILTON MERRITT,
[redacted]ING AND
CO[redacted] ENGINEER

15 TORONTO STREET

TORONTO, CANADA, July 29 1904

76590

262448

DEPARTMENT OF INDIAN AFFAIRS JUL 30 1904

The Honble
The Sup^t-Genl of Indian Affairs
Ottawa

Re Nziskat Indian Reservation in
S. 2. Tp. 91. Kam Loops Div. Yale Dist. B.C.

BRANCH AUG 1 1904

I am informed by Mr Geo. A. Begg, the Vice-Pres. of the N.K.&S. Coal & Ry Co that the matter of my application of Feb 11th 1904 for a lease of the right to mine Coal under the Nziskat Indian Reservation has been under consideration and that it is probable that a lease will be issued very shortly.

I have the honour to request that the lease may be made out in our joint names as it is the intention to transfer it at once to the Nicola, Kamloops & Similkameen Coal & Ry Co, for the lease of this coal area is of the greatest possible importance to the enterprise, which would be greatly hampered should anything arise to delay the issue of the lease.

Mr Begg informs me that the basis of the lease is $100.00 a year rent and 10 cents per ton Royalty on coal raised. I might take the liberty of suggesting that, as in other cases, it be provided after 20,000 tons are mined that five cents per ton royalty be charged on subsequent output.

I am also informed that it is proposed to make the term for 20 years. I presume, that it will also be provided that this term will be renewable for three additional terms of 20 years.

I have the honour to be Sir,
Your obed. Servant Wm Hamilton Merritt

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 76,990

MEMORANDUM.

OTTAWA, 2nd August, 1904.

To the Deputy Minister:-

In regard to letter from Mr. Merritt of the 29th Ultimo, I would refer to draft Lease turned out and to recommend change therein by addition of Mr. Begy's name as Lessee as requested.

I do not see that Mr. Merritt's request for reduction in rate of royalty to 5 cents per ton after 20,000 tons are mined can be entertained as the regulations established by Order in Council provide for a royalty of ten cents for all coal mined.

As to the term I would suggest that it be made for fifty years. The clause as to term & other is in the Regulations & I think should remain in lease.

W. A. Orr

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

H.O.

Return Time

DEPARTMENT OF INDIAN AFFAIRS CANADA.

Ottawa, August 2nd, 1904.

Dear Sir,

I beg to acknowledge the receipt of your favour of the 29th ultimo, regarding coaling rights in the Nyiskat Reserve, B. C., and to say that the subject matter thereof is now receiving the attention of the Department.

Yours very truly,

Frank Pedley

Deputy Superintendent General
of Indian Affairs.

W. Hamilton Merritt, Esq.,
15 Toronto St.,
Toronto, Ontario.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

Stipt for approval

This Indenture, made the ~~thirteenth~~ twelfth day of ~~May~~ August in the year of Our Lord one thousand ~~eight~~ nine hundred and ~~ninety~~ four. Between the Honourable The Superintendent General of Indian Affairs, acting on behalf of H~~er~~ Most Gracious Majesty ~~Queen Victoria~~ King Edward, under the Regulations for the disposal of coal on Indian Lands or Reserves, in British Columbia, (hereinafter called the Lessor) of the one part, and William Hamilton Merritt of the City of Toronto in the County of York and Province of Ontario Esquire (hereinafter called the Lessee) of the other part.

~~WHEREAS a Prospecting License under the provisions of the said Regulations for the period of from the date thereof was on the day of 189 granted to the said Lessee over the lands therein and hereinafter described.~~

And whereas the said Lessee has produced satisfactory evidence that he has discovered coal on the lands ~~held under the said license~~ hereinafter described and has applied for a lease of the said lands for coal mining purposes ~~for the term of~~ Twenty years.

And whereas the land held under the said license, and above referred to, has been surveyed in a legal manner and to the satisfaction of the Superintendent General of Indian Affairs, ~~by the Lessee~~.

And whereas the Superintendent General of Indian Affairs, acting as aforesaid, has agreed to grant a Lease to the said Lessee upon the terms, covenants, conditions and agreements hereinafter contained.

Now, This Indenture Witnesseth, that in pursuance of such Agreement, and in consideration of the rents, royalties, covenants, conditions and stipulations hereinafter contained and by the said Lessee, his heirs, executors, administrators and assigns to be respectively paid, observed and performed, the said Lessor acting on behalf of H~~er~~ Majesty, and so far as H~~er~~ Majesty hath power to make this demise, but not further or otherwise, doth hereby demise and lease unto the said Lessee, his executors, administrators and assigns all that parcel of land known and described as

the Nicola or Jozgosha Indian Reserve in the Kamloops ~~Division~~ Division of Yale District in Lytton 11. 7. 91 ~~Agency in the Nicola division of Yale District~~ in the Province of British Columbia containing three hundred and twenty acres be the same more or less

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with full liberty to take the mines, beds, veins and seams of coal from the said demised premises, except and always reserved out of this demise the surface of the said lands to the depth of 10 feet, and also, except and reserved all rights of way and water, and all roads, ways, bridges, drains, and all other public works and improvements now existing, or which may hereafter be made in, upon or under any part of the said premises, and the power to enter and make the same. To hold the said premises hereby demised subject as aforesaid under the said Lessee, his executors, administrators and assigns for the term of ~~twenty~~ 42 years from the date of these premises, yielding and paying therefor during the said term the yearly rent of $100 (one hundred dollars), payable yearly in advance to the Superintendent General of Indian Affairs for the time being—the first year's rent to be paid on the execution of these presents, and afterwards at a corresponding period every year without any deduction whatsoever, and also yielding and paying therefor a royalty of 10 cents on every ton of merchantable coal which shall during the said term be raised, gotten or gained out of or from the premises hereby demised such royalty to be paid, and payable to the said the Superintendent General of Indian Affairs for the time being, quarterly, on the ~~thirteenth~~ 17th day of ~~May, August~~ November - February ~~[illegible]~~ May + August in each and every year during the continuance of this demise upon sworn returns to be furnished the Superintendent General of Indian Affairs.

And the said Lessee doth hereby, for himself, his heirs, executors, administrators and assigns, covenant with the said Lessor and his successors in the office of Superintendent General of Indian Affairs, that he, the said Lessee, his heirs, executors, administrators and assigns will pay the aforesaid rent and the aforesaid royalty upon the several days, and in manner hereinbefore appointed for the payment thereof without any deduction whatsoever, and that he will not damage nor obstruct any public ways, or rights of way, or water or drains, works or improvements, now or hereafter to be made upon, in, or under the said premises, and that

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he will substantially bridge or cover and protect all cuts, flumes, ditches and sluices, and all pits and dangerous places at all points where they may be crossed by any public highway, or frequented paths or trails, to the satisfaction of the Superintendent General of Indian Affairs for the time being, or any person or persons authorized by him, and shall and will observe, make and keep all and singular the provisions, payments, conditions and stipulations of the said regulations, and other the laws for the time being in force in the Dominion of Canada and the Province of British Columbia, relating to coal mining, and that he will, and these presents are upon the express condition that he shall and will within one year from the date hereof, commence *bonâ fide*, active development of the said mines, and shall and will continually thereafter during the continuance of the term hereby granted (save where prevented by stress of weather or unavoidable accident), represent, and in a thoroughly miner-like and effectual manner, work with such force of able-bodied miners as may be advisable, taking into consideration the work in progress during all working hours, and by the best and most approved means work and mine for the coal in and under all and singular the premises hereby demised or intended so to be during the continuance of the term or tenancy hereby created.

And that he will permit and allow the said the Superintendent General of Indian Affairs and his successors in office, and any person or persons authorized by him or them, during the said term to remain and reside upon the premises hereby demised, either for the whole term hereby granted, or for such period as to him or them shall seem expedient, or to enter upon the same premises, from time to time, for the purpose of viewing the workings and watching the progress of the work, and will permit him or them to survey, deal and examine the state and condition thereof, and to ascertain the quantity of work done and material and coal taken out of or gained from the premises hereby demised, and to ascertain whether the said Lessee, his heirs, executors, administrators and assigns are working the premises in accordance with the covenants, conditions and agreements herein contained, and for those purposes or any of them will permit the said Superintendent General of Indian Affairs and his successors in office, and any person or persons authorized by him as aforesaid, to descend all pits and shafts, to use all engines, machinery, ropes, tackle and other things belonging to the said Lessee, his heirs, executors, administrators and assigns, as he or they shall deem necessary or expedient without making any compensation for the same, and will also give and allow him or them liberty of free ingress and egress in, to, out and over all buildings, erections and vessels used by the said Lessee, his heirs, executors, administrators and assigns in connection with the workings. And will, during the said term, keep in or upon the said premises proper books of account of the workings of the same premises, and of the material and coal raised, gotten or gained therefrom containing all particulars of weight and measure of the coal, and other facts and circumstances necessary or proper for ascertaining the amount of royalty payable by virtue of these presents, and will permit the said the Superintendent General of Indian Affairs and his successors in office, and any person or persons authorized by him or them, to have access at all reasonable times to inspect the said books of account and examine the same and take extracts therefrom, and will afford him and them all proper facilities for ascertaining the amount of the royalty payable under these presents, and will, during the said term, on each of the annual days of payment, or within fourteen days thereafter, if thereunto required by the said the Superintendent General of Indian Affairs or his successors in office, or by any person or persons duly authorized by him or them, deliver to him or them true copies of or extracts from the said books of account showing the weight and measure of the coal raised, gotten or gained out or from the said premises during the preceding year. And will not, at any time during the said term, remove or cause or allow to be removed any coal raised, gotten or gained from or out of the said premises until the weight and measure thereof shall have been correctly ascertained and entered in the said books of account. Provided always, that the said Lessee shall not assign or sub-let the whole or any of the premises

Open Order

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

hereby demised without the written license of the said the Superintendent General of Indian Affairs or his successors in office first had and obtained. Provided always and these presents are upon this express condition that if the said Lessee, his heirs, executors, administrators and assigns shall fail to pay the rent or the royalty hereinbefore reserved on the respective days, and in manner hereinbefore appointed for the payment of the same respectively, or if default shall be made in the observance or performance of all or any part of the covenants, conditions and agreements herein contained, or if any false or fraudulent entry or memorandum shall be made by or with the knowledge of the said Lessee, his heirs, executors, administrators or assigns, in the books of account herein provided to be kept, or in any copy or extract therefrom to be furnished to the Superintendent General of Indian Affairs, or his successors in office, or to any person or persons authorized by him or them, or if any concealment shall be made of the true amount and quantity of coal to be raised, gotten, or won by the said Lessee, his heirs, executors, administrators and assigns, then this demise shall become forfeited, and these presents and the term hereby granted shall absolutely cease and determine and be void, and it shall be lawful for the said the Superintendent General of Indian Affairs, or his successors in office, or for any person or persons authorized by him or them immediately thereupon to re-enter into and upon the same premises, without making any compensation to the said Lessee, his heirs, executors, administrators and assigns for work done or improvements on the said premises.

The Lessee, his heirs, executors, administrators or assigns may use the timber and stone on the land included in this Lease for the purpose of his mining operations, and for the erection of buildings on said land, but not further or otherwise upon such conditions as the Superintendent General of Indian Affairs may consider necessary to enforce.

The said Lessee, his heirs, executors, administrators or assigns, hereby agrees to pay for any damage which may ensue to the Indians in respect to the operations to be carried on under this Lease, 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.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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In Witness Whereof the parties hereto 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 Deputy of the Superintendent General of Indian Affairs As to the Signature of William Hamilton Merrill	*Dep. of the Supt. Gen. of Indian Affairs.*

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

H. O.

Ottawa, August 12th, 1904.

Memorandum,

Mr. Sifton.

Having reference to the application made by Mr. Hamilton Merritt and Mr. George Begy for the acquisition of the coal mining rights on the Nyiskat Reserve, B. C., I beg leave to say that the surrender of these was obtained from the Indians in May, 1894, and it was accepted by the Governor in Council on the 23rd April last.

In so far as the British Columbia Government is interested in a matter of this kind it would appear that they are favourable to the proposition. In a letter to Mr. Vowell, dated 15th January last, they asked if this Department "will sanction the granting of a coal license "by this Department as desired" , Mr. Merritt evidently having applied to the British Columbia Government for this privilege.

I think,

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

I think, however, that this Department should control the leasing of the coal mining rights and I have drafted a form of lease , herewith attached, following the Regulations; terms to be for 21 years renewable or 42 years absolute, rent $100.00, royalty 10 cents per ton.

If this meets with your approval the lease might issue as requested.

Frank Pedley

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

76 990-

Ottawa 20th August 1904-

Sir,

In further reference to your communication of the 29th Ultimo, and in compliance with request contained therein, I beg to enclose lease in triplicate in the joint names of yourself and Mr. Begg, covering the coal on the Nsiskat or Joeyaska Indian Reserve in British Columbia, which if satisfactory, you will kindly have executed, and returned to the Department.

I may say that it has been decided to make the term for a period of 42 years and the conditions are those established by Order-in-Council, so that the Department is unable, as requested, to make any reduction in the royalty.

3

Your obedient servant,

FRANK PEDLEY

Deputy Superintendent General of Indian Affairs.

W. Hamilton Merritt, Esq-
15 Toronto Street-
Toronto-
Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

Collier & Burson,
Barristers, Solicitors,
Proctors, etc.
H. H. Collier, K.C. G. B. Burson.

76550

Telephone 123.

St. Catharines, Ont. 17 August 1904

File

263692

DEPARTMENT OF INDIAN AFFAIRS
AUG 23 1904

Frank Pedley Esq.,

Superintendent General Indian Affairs

O T T A W A, Ont.,

Dear Mr. Pedley;-

Mr. Begy is going to start for British Columbia on Monday next, and he would like to have the lease matter of the Nzikat Indian Reserve put in shape before he goes. Would you kindly advise me whether you have been able to get it through yet?

As understood with you when I was in Ottawa recently the term will be fifty years, and the royalty ten per cent, work to be begun within two years.

Yours truly,

H. H. Collier

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

Collier & Burson,
Barristers, Solicitors,
Proctors, etc.
[illegible] Collier, K.C. G. B. Burson.

Telephone 123.

St. Catharines, Ont. 24 August 1904

26950

263691

DEPARTMENT OF INDIAN AFFAIRS. AUG 25 1904

Frank Pedley Esq.,
Superintendent General of Indian Affairs
Ottawa, Ont.,

Dear Mr. Pedley;-

I have been handed the Coal Lease in triplicate from yourself to William H. Merritt, and have had the same duly executed by the parties and herewith return to you, but before you accept this as a final document I beg to draw your attention to the fact that I understood there would be two years allowed within which to begin mining operations.

You see it would be absolutely impossible to make a bina fide commencement in one year, because there can be no chance of the Railway being constructed from Spence's Bridge into the mines by that time, and there would be no object in going to the expense of mining until that is done.

Would you kindly advise me, before you execute the lease, whether you can make this modification?

Yours truly,

G. B. Burson

LAND BRANCH. AUG 25 1904

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

OTTAWA, 29th August, 1904-

Sir-

I beg to enclose triplicate of Lease issued to Messrs Merritt & Begy, covering coal on the Nziskat Reserve, B.C., for your information and guidance.

Your obedient servant

D. D. McLEAN

SECRETARY.

W.A.D.

A.W. Vowell, Esq.,
Indian Superintendent,
Victoria,
B.C.-

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

OTTAWA, 29th August, 1904-

Sir-

In reply to your communication of the 24th Instant, returning Lease in triplicate signed by ~~xxxx~~ Messrs Merritt & Begy, covering Coal on the Nziskat Reserve, B.C., I beg to return duplicate thereof, duly executed by the Department.

As you will observe, the time for commencing operations has been extended to two years, as requested

Your obedient servant

D. D. McLEAN

SECRETARY.

Encl.

W.A.W.

H.H.Collier, Esq., K.C.,
Messrs Collier & Burson,
Barristers &c.,
St.Catherines,
Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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Barristers, Solicitors,
Proctors, etc.
H. H. Collier, K.C. G. B. Burson.

76990

DEPARTMENT OF INDIAN AFFAIRS
SEP 1 1904

Telephone 128.

St. Catharines, Ont. 31 August 1904

263945

J. D. McLean Esq.,

Secty. Department of Indian Affairs

O T T A W A, Ont.,

Ex'd.

Dear Sir;-

re No. 76990.

I beg to acknowledge receipt of your favour of 29th inst. enclosing duplicate of Lease covering coal on Nziskat Reserve, British Columbia.

Yours truly,

H H Collier

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

DEPARTMENT OF INDIAN AFFAIRS
SEP 12 1904

76990

264443

British Columbia.

LAND BRANCH.
SEP 13 1904

N. 4. 633.

Indian Office,

Victoria, Sept. 6th 1904.

File No. 76,990.

Sir,-

I have the honor to acknowledge the receipt of your letter of the 29th ultimo enclosing triplicate of Lease issued to Messrs Merritt & Begy, covering coal on the Nziskat reserve, B. C. for my information and guidance. I note that the lease provides that the annual rental, which is payable in advance on the 12th of August 1904, is $100.00 but as no mention is made in your letter of the same having been paid on the execution of the instrument I shall be pleased to be informed on this point. In the event of its not having been paid steps will be taken for its collection.

I have the honor to be

Sir,

Your obedient servant,

A. W. Vowell

Indian Superintendent, B. C.

LAND BRANCH.
SEP 13 1904

The Secretary

Department of Indian Affairs,

Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

Exd.

Ottawa 13th September 1904-

Sir,

In reply to your letter of the 6th Instant, in regard to rental due by Messrs Merritt and Begg I have to inform you that the rental has not been received by the Department and you will be good enough to collect and forward same to the Department.

Your obedient servant,

D.D. McLEAN

Secretary.

A.W.Vowell, Esq-
Indian Superintendent-
Victoria-
B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

265465

DEPARTMENT OF INDIAN AFFAIRS
OCT 6 1904

St.Catharines,Oct.1st/04.

Mr.Frank Pedley,

Supt.General,

Indian Affairs,

Ottawa.

Dear Sir,-

We beg to herewith enclose you cheque for $100.00 payable at par in Ottawa for first years' rental of the Nziskat Indian Reserve,as per terms of lease with your Department.

Kindly acknowledge receipt of same and oblige,

Yours truly,

Dict.McN-E

W S McNamara

Sect.Treas.N.K.&.S.C.&.R.Co.

Acknowledged
4/10/04

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

BANK OF MONTREAL.

No. 4553 76550 265465

Original, for the Depositor.

Bank of Montreal.

OTTAWA

OCT 4 1904

DEPARTMENT OF INDIAN AFFAIRS

$100 xx 190

Received from W. S. McNamara

Indian Funds

on account of

the sum of One hundred Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

H. Peters

Pro Manager.

ACCOUNTANT OCT 7 1904 BRANCH

Ent'd A.B.M.

22088

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK OF MONTREAL.

No. 4553

265465

Duplicate, for Department.

OTTAWA

Bank of Montreal.

OCT 4 1904

$100.

OCT 10 1904 IND. BRANCH.

190

Received *from* W. S. McNamara

on account of Indian Funds

the sum of One hundred Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

H. Peters

Pro Manager.

Ent'd H

ACCOUNTANT OCT 7 1904 BRANCH

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

Ex'd.

Ottawa 10th October 1904-

Sir,

With reference to letter to you of the 13th Ultimo, I have to inform you that Messrs Merritt and Begg have forwarded to the Department the rental for the first year under their lease covering coal on the Nziskat Reserve, viz:- $100.00.

Your obedient servant,

S. STEWART

Secretary.

A.W.Vowell, Esq-
Indian Superintendent-
Victoria-
B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

76990 ~~266023~~

DEPARTMENT OF INDIAN AFFAIRS
OCT 18 1904

Ex'd.

Indian Office Victoria B.C.

O-4. 275 October 10th 1904.

File No.76990.

LAND BRANCH.
OCT 19 1904

Sir;-

In reply to your letter of 15th ultimo in which it was stated that the rental due by Messrs.Merritt & Begy for first years lease of the Nziskat Indian Reserve had not been paid,I have the honor to inform you that on writing the said firm and asking for remittance I am in receipt of a letter this morning which reads as follows;-

"In reply to your letter Of 19th Sept.addressed to Messrs. "Merritt and Begy,I have to advise you that we remitted to "the Superintendent General of Indian Affairs at Ottawa,a "cheque for the amount,$100.00,being the first year's rent "under our lease for the Nziskat Indian Reserve Lands. No "doubt he will advise you of the receipt of same when we "will be pleased to have your acknowledgement."

Your Obedient Servant,

A W Vowell

Supt. of Indian Affairs,B. C.

The Secretary,
Dept. of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

GEORGE A. BEGY
CONTRACTOR

76990

ST. CATHARINES, ONTARIO Sept. 1st./05 190

DEPARTMENT OF INDIAN AFFAIRS SEP 6 1905

280734

Frank Pedley, Esq.

Ottawa. Ont.

5/9/05 Hmac

Dear Sir,-

I beg to enclose you herewith cheque for $100.00 being annual renewal fee due on Aug 12th. on lease from your department to W.H. Merritt and Geo. A. Begy, covering the Nziskat Indian Reserve in the Kamloops Division of Yale District, British Columbia.

Shall be pleased to have your acknowledgement of the receipt of same.

Dict. W.S.McN/EE

Yours truly,

W S McNamara

Sect. Nicola Coal & Coke Co.

Acknowledged 5/9/05

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

BANK OF MONTREAL.

No. 7337

280734

Original, for the Depositor.

Bank of Montreal.

$100 00/xx

OTTAWA SEP 5 1905

190

Received from W. J. McMamard

on account of Indian Funds

the sum of One hundred Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

J. F. Lensley

Pro Manager.

Ent'd

ACCOUNTANTS SEP 6 1905 BRANCH

LAND BRANCH SEP 12 1905

BANK OF MONTREAL.

No. 7337

280734

Duplicate, for Department.

Bank of Montreal.

$100 00/xx

OTTAWA SEP 5 1905

190

Received from W. J. McMamard

on account of Indian Funds

the sum of One hundred Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

J. F. Lensley

Pro Manager.

Ent'd

ACCOUNTANTS SEP 6 1905 BRANCH

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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Collier & ~~Barson~~,
Barristers, Solicitors,
Proctors etc.
H. E. Collier, K.C. ~~J. A. Barson~~

Telephone 123

St. Catharines, Ont., ~~8 August~~ 190 6

Acknowledged Aug. 10th
1 - acct.
2 Stamps
re cheque
$100.00

296849

LAND BRANCH
AUG 13 1906

Frank Pedley Esq.,
Deputy Spuerintendent General of
Indian Affairs
Ottawa, Ont.,

Dear Mr. Pedley;-

re Lease No. 31. File 76990.

The lease from your Department to William Hamilton Merritt and myself, dated 12 August, 1904, provides that the lessee shall, within two years from its date, commence bona fide development of the mines. We have spent several thousand dollars in drilling on this property, with the result that some coal has been found, though not of a very good character, and not sufficient development has been done yet to warrant us in expending immediately any large sums in active mining operations, and I would request, therefore, an extension of one year from the 12th of August instant, to satisfy the condition set forth in the lease.

I hope that within that time we will be in a position to actually start mining.

We have spent nearly ten thousand dollars in exploration work in the valley this summer.

Yours truly,
Geo. A. Begy

P S/ Enclosed please find cheque for $100 renewal or fees for another year.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK OF MONTREAL

No. 76550

Original, for the Depositor.

Bank of Montreal. OTTAWA, AUG 10 1906 190

$100 00

Received from G A Begy

on account of Indian Funds

the sum of One hundred 00/ Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

296849

Signed in Triplicate,

Ent'd W. July 165

Pro Manager.

Auto-folio 52 (B.C.)

ACCOUNTANTS BRANCH AUG 13 1906

BANK OF MONTREAL.

No.

Duplicate, for Department.

Bank of Montreal. OTTAWA, AUG 10 1906 190

$100 00

Received from G A Begy

on account of **Indian Funds**

the sum of One hundred 00/ Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Ent'd W.

LAND BRANCH AUG 13 1906

Pro Manager.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

Ret'd. to Sec'y

Ottawa Aug. 14, 1906.

Sir,-

With further reference of your letter of the 8th inst., in regard to the application for an extention of time of one year from the 12th inst., of the lease to Mr. William H. Merritt and yourself, I have to inform you that the matter is receiving consideration by the Department.

Your obedient servant

D. McLEAN

SECRETARY

Form 10

H.E.K.

Geo. A. Begy, Esq.,

St Catherines,

ONT.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

OTTAWA, ~~30th August~~ September 8, 1906-

Sir-

I beg to inform you that a communication has been received from Mr. A. Begy, asking for an extension of time for the commencement of bona fide operations under Lease 31, covering land on the Nzishat Indian Reserve, and enclosing renewal fee of $100.00, and that the extension applied for has been granted, a large sum($10,000.00) having been expended in exploration by the Lessees.

Your obedient servant

FRANK PEDLEY

Deputy Superintendent General
of Indian Affairs.

A. W. Vowell, Esq.,
Indian Superintendent,
VICTORIA,
B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

a.g.R

D.I.A.

OTTAWA, ~~30th August~~ September 8, 1906-

Sir-

I beg to acknowledge the receipt of your letter of the 8th ~~instant~~ ultimo, applying for an extension of one year from the 12th ~~instant~~ ultimo within which time to commence bona fide operations under your Lease covering lands on the Nziskat Indian Reserve, and in reply to say that in view of the large amount expended by you in exploration work, the extension applied for is hereby granted.

The sum of $100.00 forwarded by you has been credited you on the Books of the Department.

Your obedient servant

FRANK PEDLEY

Deputy Superintendent General
of Indian Affairs.-

George A. Begy, Esq.,
St. Catharines,
Ont.

1540

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

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CANADA

A. BEGY
ACTOR

acknowledged Mar. 3rd

ST. CATHARINES, ONTARIO 1st March ~~31 January~~ 1905

DEPARTMENT OF INDIAN AFFAIRS. JAN 1905

321670

J. D. McLean, Esq.,

Secretary, Department of Indian Affairs,

O T T A W A.

Dear Sir,- Re Kitzskat Indian Reserve,

Enclosed herewith please find our cheque for $ 100. in settlement of 1 years rent for the above Reserve. This sum as we understand settles the rent up to the 12th. August, 1903. Kindly acknowledge receipt.

With reference to the working of this property under our lease dated 12th. August, 1904. We beg to say we have expended since that time a sum considerably in excess of $ 10.000 in developing and proving the property. We propose to do some other work by drilling deeper and opening up parts of the property in the future, and we will be pleased if you will grant us a renewal of the lease on about the same terms as the existing one above referred to, that is to say to give us two years in which to prove the property before actual mining is begun.

Yours very truly,

Chq. #100 JS 3-4-05

Geo A. Begy
Wm N. Marritt
For the Nicola Valley Coal & Coke Co.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 2125

Original, for the Depositor. 321670

BANK OF MONTREAL

$100 xx

Bank of Montreal. OTTAWA. MAR 5 1908 190

Received from G A Bégg.

on account of Indian Funds

the sum of One hundred Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate.

Pro Manager.

Ent'd

DEPT. OF INDIAN AFFAIRS. MAR 9 1908

ACCOUNTANT'S BRANCH MAR 9 1908

3 2 0

No. 2125

Duplicate, for Department. 321670

BANK OF MONTREAL.

$100 xx

Bank of Montreal. OTTAWA. MAR 5 1908 190

Received from G A Bégg.

on account of Indian Funds

the sum of One hundred Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate.

Pro Manager.

Ent'd

Entered Folio 5

DEPT. OF INDIAN AFFAIRS BRANCH MAR 9 1908

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990

1 Sec
2 Secy

Ex'd.

Ottawa, March 10, 1908.

Sir,-

I beg to acknowledge the receipt of your communication of the 2nd instant, inclosing cheque for $100.00, one year's rent for lease of the Nizskat Indian Reserve, B. C., and asking an extension of time for two years in which to commence bona fide mining operations, and in connection therewith beg to say that one year's extension of time from the 12th of August, 1906, was granted on representations made that at least $10,000 had been expended in exploration, and before the Department is in a position to consider the question of granting further extension, it will be necessary for you to submit evidence as to expenditure made since the expiration of the extension heretofore granted, namely, the 12th of August, 1907.

Your obedient Servant,

W. D. McLEAN

Secretary.

Wd
Form

George A. Begy, Esq.,
St. Catharines,
Ont.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

W. W. B. McINNES,
Barrister and Solicitor

TELEPHONE 1481

OFFICES: WILLIAMS BUILDING,
GRANVILLE AND HASTINGS STREET,
VANCOUVER, BRITISH COLUMBIA

76990

DEPARTMENT OF INDIAN AFFAIRS
AUG 1908

July 28th, 1908.

329021

Frank Pedley, Esq.,
Supt. of Indian Affairs,
Ottawa.

Dear Sir:-

Will you kindly inform me if the coal under any of the Indian Reserves in the Nicola Valley, in this Province has been granted to any one, and if so, to whom and when.

Thanking you, believe me,

Yours truly,

W. W. B. McInnes

LANDS BRANCH
AUG 5 1908

~~276959~~
76990

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990

DXH

Ottawa, August 5, 1908.

Sir,-

I beg to acknowledge the receipt of your communication of the 28th ultimo, and in reply to say that a coal mining lease was issued on the 12th of August, 1904, to William Hamilton Merritt and George A. Begy, covering a portion of the Nziskat or Joeaska Indian Reserve in the Kamloops Division, District of Yale.

Your obedient Servant,

J. D. McLEAN

Secretary.

Lab
Fom
WAO

W. W. B. McInnes Esq.,
Barrister, etc.,
Vancouver, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

St.Catharines, Ontario, 31 August, 1908.

J. D. McLean, Esq.,

Superintendent of Indian Affiars,

O T T A W A.

Dear Sir:-

350543

We enclose you a cheque for one hundred dollars ($ 100.) in payment of the annual rental under our lease for the Nizskat Indian Reserve. Would you kindly acknowledge receipt of this, and oblige.

Yours very truly,

Nicola Valley Coal & Coke Co Ltd

W. L. Onanuga Sec'y

Cert. Chq. herewith for $100.00

Recd 2/9/8

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

BANK OF MONTREAL.

No. 2152. 76550

Original, for the Depositor.

Bank of Montreal.

$ 160. ++

190

Received from Nicola Valley Coal Co.

on account of Indian Funds

the sum of One hundred ~~330543~~ ++ Dollars,

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Pro Manager.

Ent'd

320

BANK OF MONTREAL.

No. 2152.

Duplicate, for Department.

Bank of Montreal.

$ 160. ++

330543

190

Received from Nicola Valley Coal Co.

on account of Indian Funds

the sum of One hundred ++ Dollars

which amount will appear at the RECEIVER GENERAL'S credit with this Bank.

Signed in Triplicate,

Pro Manager.

Ent'd

Entered Folio 52 Vol 10

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Ex'd.

Ottawa, November 2, 1908.

Dear Mr. Cory : -

Incl.

I beg to return herewith Mr. Duncan's letter to Mr. Graham, which you forwarded to me a few days ago, and to say with reference to the application for the Indian reserve, B. C., indicated on map accompanying the letter that this was some years ago surrendered by the Indians and a lease covering the coal privileges granted on it, so that the Department is not in a position to entertain the application for disposition of the reserve.

Yours very truly,

Frank Pedley

W. W. Cory, Esq.,
Deputy Minister of the Interior,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

GEO. A. BEGY
CONTRACTOR

76990

347399

ST. CATHARINES, ONTARIO 11 August, 1909. 19

Lands

Frank Pedley, Esq.,

Deputy Superintendent General,

Indian Affairs,

O T T A W A.

DEPARTMENT OF INDIAN AFFAIRS AUG 13 1909

LANDS BRANCH AUG 13 1909

Re Niziskat Indian Reserve, Nicola Valley,

Dear Sir:-

At a meeting of the Nicola Valley Coal & Coke Company held here a few days ago I was instructed to write to your department and ask you to send us the amount of our dues for the right to mine coal on this property and when the same is payable.

Kindly have this matter looked into as we are desirous of getting it settled and in that way protecting out interests.

Yours very truly,

Geo A. Begy

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990

Ottawa, August 13, 1909.

Sir,-

I beg to acknowledge the receipt of your communication of the 11th instant, in regard to lease to Mr. William Hamilton Merritt and yourself, covering the coal on the Nziskat or Jeryaska Indian Reserve, B. C., and in reply would refer to letter addressed you on the 10th of March, 1908, in connection with an application that was made for two years' extension of time within which to commence bona fide mining operations, and to say that no reply was received to this letter, and no extension of time was granted.

The lease which was issued on the 12th of August, 1904, contains the express condition that the lessees shall within two years from the date of lease commence bona fide, active development of the mines, and shall continually thereafter during the continuance of the term, in a thoroughly miner-like and effectual manner work the mines, and the lease provides that in default of any of the covenants or conditions therein contained, the term granted shall absolutely cease and determine and be void.

Your obedient Servant,

J. D. McLEAN

Secretary.

George A. Begy, Esq.,
St. Catharines,
Ont.

Fol
WAD

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

Extract - Original on file No- 81234

EXTRACT.
ORIGINAL ON

DEPARTMENT OF INDIAN AFFAIRS
MAY 2 1910

The Senate, Canada.

April 28th, 1910.

363317

Frank Pedley, Esq.,

Supt General of Indian Affairs.

Ottawa.

Dear Sir:-

Mr John H. Collett at Middleboro, Nicola Valley, B.C. writes to know what regulations you have in regard to mining for coal on the Indian Reserve. He states that of course he is prepared to arrange with the Indians and to pay a royalty satisfactory to them and to the Department. Will you kindly let me have information that I could send on to Mr Collett.

x x x x

H. Bostock.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F. 76 990

Ottawa, May 4, 1910.

Dear Senator,-

In reply to the portion of your communication of the 28th ultimo, dealing with the request of Mr. John H. Collett, of Middlebro, Nicola Valley, B. C., to be given information in regard to Mining Regulations for coal on an Indian Reserve, I beg to say that, pending the settlement of the question of title to Reserves in British Columbia, between the Dominion and the Province this Department is not in a position to take any action towards disposition of minerals on Reserves in British Columbia.

Your obedient Servant,

J. D. McLEAN

Secretary.

Hon. H. Bostock,
The Senate,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

NORMAN GREGOR GUTHRIE. CLIVE PRINGLE.

PRINGLE & GUTHRIE,
BARRISTERS & SOLICITORS,
CITIZEN BUILDING,
OTTAWA, CANADA.

DEPARTMENT OF INDIAN AFFAIRS
MAY 14 1913

May 12, 1913

re File No. 76990

Dear Sir,-

We beg to enclose herewith our cheque for $[illegible]570 in payment of rent up till the 14th day of August next on Mr. Begg's coal Leases.

We are advised that in the last few years somewhere in the neighborhood of $26,000 in one and another in connection with these properties have been expended.

We beg to remain

Yours respectfully,

Pringle & Guthrie

The Deputy Superintendent General
of Indian Affairs,
OTTAWA

Encl.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Laurie Boyle

I presume this lease is still current

Please let me have memo

[illegible]

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

ORIGINAL, FOR THE DEPOSITOR.

No. 392

Bank of Montreal,

$ 400.00 *Ottawa,* May 13th 1913.

RECEIVED from Pringle & Guthrie

on account Indian Funds

the sum of Four 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 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76990

ACCOUNTANT'S BRANCH
MAY 14 1913

C 335 23

320

Entered

DEPARTMENT OF INDIAN AFFAIRS
MAY 14 1913

31570

DUPLICATE, FOR DEPARTMENT.

No. 392

31570

Bank of Montreal,

$ 400.00

Ottawa, May 13th 1913.

RECEIVED from Pringle & Guthrie

on account Indian Funds

the sum of Four hundred - - - - - - - - - - - - - - - *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.

Pro. Manager.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

76 990-

File 18169-14 Vol 1

MEMORANDUM.

Ottawa, 2nd June, 1913-

To the Deputy Minister,

On the 12th August, 1904, a lease to William Hamilton Merritt and George A. Begy, covering coal on the Nziskat or Joeyaska Indian Reserve, Kamloops District, B.C. containing 320 acres, was issued for a term of 42 years, on terms and conditions specified in lease, one condition being as follows:-

"These presents are upon the express "condition that he shall and will, within two years from "the date hereof, commence bona fide active development "of the said mine, and shall and will continually there-"after, during the continuance of the term hereby granted, " (save where prevented by stress of weather or un-"avoidable accident), represent, and in a thoroughly "miner-like and effectual manner, work with such force "of able bodied miners as may be advisable, taking into "consideration the work in progress during all working "hours, and by the best and most approved means, work "and mine for the coal in and under all and singular "the premises hereby demised or intended so to be "during the continuance of the term or tenancy hereby "created".

The lease provided for payment of a yearly rental of $100.00, and also a royalty of ten cents per

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

per ton of merchantable coal taken out.

In 1906 an application was made for extension of time for the commencement of operations, it being stated that $10,000.00 had been expended in exploration, this extension was granted.

In 1908 a further extension was asked in letter addressed the Department, and Mr. Begy was advised that it would be necessary to submit evidence as to expenditure made since the expiration of the extension granted, viz:- 12th August, 1907.

I would refer to letter addressed Mr. Begy on the 13th August, 1909, and to say that no further extension of time to commence operations under this lease was granted, and it would therefore appear that in view of the violation of the condition providing that if the conditions in the lease are violated, the term shall cease and determine and be void, ~~has determined~~.

Not Granted

Wade

In charge of Lands & Timber Branch.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

June 7, 1913.

Dear Sirs,-

Referring to your favour of the 12th ultimo and subsequent interviews with the Department regarding the coal lease to William Hamilton Merritt and George A. Begy, covering the coal rights on the Nziskat or Joeyaska Indian reserve, Kamloops district, B. C., I beg leave to say that the Department is now dealing with this matter, but would like to know if you could furnish it with specific information as to what expenditure has been made under the lease upon this property and the years in which it was made.

Yours truly,

Duncan C. Scott

Deputy Superintendent General.

Messrs. Pringle & Guthrie,
Barristers & Solicitors,
Citizen Building,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs

File No.

Canada

Lands and Timber Branch

Ottawa, May 5, 1916.

Memo.

The Deputy Minister,-

In regard to letter from the Private Secretary to the Minister of Agriculture, of the 1st instant, as to lease covering coal rights on the Nziskat or Joeyaska Indian reserve, I would refer to my memo. of the 2nd of June, 1913, on file 76,990, herewith.

I may say that Mr. Guthrie, of the firm of Pringle & Guthrie, called at the Department a short time ago in regard to a revival of this license, and was requested to furnish the information called for in letter addressed his firm on the 9th of June, 1913.

I may say that the rental has been paid up to 1913, but the last payment of $400, made in May, 1913, has not as yet been finally accepted by the Department, as it was held pending the settlement of the question of revival of lease.

W. A. Orr

Officer in Charge.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs

File No.

Canada

Lands and Timber Branch

Ottawa, May 5, 1916.

Memo.

The Deputy Minister,-

In regard to letter from the Private Secretary to the Minister of Agriculture, of the 1st instant, as to lease covering coal rights on the Nziskat or Joeyaska Indian reserve, I would refer to my memo. of the 2nd of June, 1913, on file 76,990, herewith.

I may say that Mr. Guthrie, of the firm of Pringle & Guthrie, called at the Department a short time ago in regard to a revival of this license, and was requested to furnish the information called for in letter addressed his firm on the 9th of June, 1913.

I may say that the rental has been paid up to 1913, but the last payment of $400, made in May, 1913, has not as yet been finally accepted by the Department, as it was held pending the settlement of the question of revival of lease.

W. A. Orr

Officer in Charge.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

May 8th. 1916.

MEMORANDUM

Hon. Dr. Roche -

With reference to the attached letter from Merlin, Grimm & Company dealing with the leasing of the coal mining rights on the Nsiskat Indian Reserve, I have to say that Messrs. Pringle and Guthrie of this city, have been dealing with this matter for those interested in the lease. This firm is now obtaining information from the lessee as to the reason why the concession has not been worked in the past. When this information is received, we will be able to deal with the question.

The last payment was made in 1913, but it has not been accepted by the Department owing to the fact above mentioned, that the licensee has not carried on any mining.

Duncan C. Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

IN THE MATTER of a Lease from the Government of the Dominion of Canada as represented by the Department of Indian Affairs to George A. Begy of the coal rights under the Nziskat Indian Reserve, in the Kamloops Division of Yale District.

STATUTORY DECLARATION
of
ELIAS ARTHUR JUKES.

The original of this Document has been removed for retention in the Records of the Indian Land Registry.

Signature

March 1972

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 18169-14 Vol. 1

PROVINCE OF BRITISH COLUMBIA COUNTY OF VANCOUVER TO WIT:	IN THE MATTER of a Lease from the Government of the Dominion of Canada as represented by the Department of Canadian Affairs to George A. Begy of the coal rights under the Nsiskat Indian Reserve, in the Kamloops Division of Yale District

I, ELIAS ARTHUR JUKES, of the City of Vancouver in the Province of British Columbia, gentleman, do solemnly declare:-

1. That the above lease was held by the said George A. Begy and Col. William Lancelot Merritt on behalf of the Nicola Valley Coal & Coke Company, Limited (Dominion incorporation) of which I am one of the chief shareholders.

2. That during the years 1906 and 1907 I caused two borings to be made, one on the above-named Indian Reserve and one on the property adjacent thereto for the purpose of ascertaining whether the coal measures proved on the adjacent properties in the Nicola Valley were continuous under the said Indian Reserve. That such borings were made to the depth of 750 feet. That at the depth of 540 feet in the boring on the said Indian Reserve I encountered 6½ feet of coal which I believe to be a continuation of Rathole seam discovered on the property adjoining, now owned by the Middlesboro Collieries, Limited.

3. That I spent on such work approximately the sum of $12,500.

4. That in the early part of 1907 I made arrangements with certain New York capitalists to assist me in the development of these and the adjoining properties in which I was interested but owing to the financial depression which occurred in the United States in 1907 they were unable to

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

carry out the work contracted for and although their time was extended to 1908 they were unable to go further in the matter.

W.J.G.

5. That I have had reports made by the following mining engineers Messrs. Campbell Johnston, William Blakemore, A. Faulds, A. E. Hepburn, and V. Lloyd-Owen.

6. That in 1912-13 I engaged Mr. Lloyd-Owen, an eminent Coal Mining Engineer, to come from England and report on the property at an expense of $2,500.

7. That I have from time to time secured such rights as are necessary for the proper operation of a coal mine, including water rights. That I have done so on behalf of myself and associates Messrs. Arthur McEvoy and the late Dr. Ivan Senkler, both of Vancouver. That the three of us have made a combination of interests of adjoining properties, including the above-named Reserve and prior to the financial depression immediately prior to the war made arrangements for the opening up of the properties with English capital.

8. That negotiations have within the past three months been opened up again for the development of the properties and I firmly believe that necessary capital for placing the property on a shipping basis will be forthcoming as a result thereof.

9. That the whole of my time during the past five years and considerable of my time prior to that date has been spent in endeavouring to introduce the necessary capital for the purpose of opening up this industry.

AND I make this solemn declaration conscientiously believing it to be true and knowing 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 in the Province of British Columbia this 26th day of

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

J. 76990

NORMAN GREGOR GUTHRIE. CLIVE PRINGLE.

PRINGLE & GUTHRIE,
BARRISTERS & SOLICITORS,
CITIZEN BUILDING,
OTTAWA, CANADA.

DEPARTMENT OF INDIAN AFFAIRS
JUN 8 1916

June 7, 1916.

re Nziskat or Joeyaska Indian Reserve

Dear Mr. Orr,-

491099

You may perhaps remember a conversation which we had with reference to this matter sometime ago. Following advices from us the Lessees have requested us to apply to place this Lease in good standing at as early a date aspossible. For this purpose following your suggestions, I enclose herewith a ~~lease~~ declaration from Mr. E. A. Jukes setting forth fully the particulars required by you.

LAND BRANCH
JUN 8 1916

I am advised that Mr. Begy has had nothing to do with the Lease for many years. His interest was assigned to Mr. McEvoy although the Assignment was never registered with the Department.

The promoters now wish to put the property in the name of the Nicola Collieries on the books of the Department and they wish us to ask you what they will have to do in order to get this registered. I may say that the Nicola Collieries Limited is an English Company who are about to finance the proposition. Owing to war conditions the financing may be delayed but we think from advices we have received that the Company will be ready to go ahead almost immediately. I

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
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CANADA

would take it as a great favour if you could let me know whether the Declaration of Mr. Jukes is sufficient to reinstate the Lease and what will have to be done to vest the property in the Nicola Collieries Limited.

Yours faithfully,

A. Rutherford

W. A. Orr, Esq.,
Department of Indian Affairs,
Ottawa.

Encl:

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F 18169-14 Vol 1

Department of Indian Affairs

File No. ~~76,990~~

Canada

Lands and Timber Branch

DEPT. OF THE INTERIOR RECEIVED JUN 10 1916 MINISTER'S OFFICE

Ottawa, June 9, 1916.

LANDS BRANCH JUN 12 1916

Memo.

The Acting Deputy Minister,-

In regard to application made by Mr. Guthrie, of Pringle & Guthrie, for the re-instatement of coal lease covering the Nziskat or Joeyaska Indian reserve, in the province of British Columbia, I beg to report as follows.

This reserve is situate in sec. 11, Tp. 91, in the Kamloops district, and contains an area of 320 acres.

On the 4th of May, 1894, the Band of Indians owning the reserve surrendered the coal thereon and thereunder and the mining privileges in connection therewith to the Crown, to be disposed of for their benefit.

On the 12th of August, 1904, a lease was issued to William Hamilton Merritt, of the City of Toronto, Esq., and Geo. A. Begy, of the City of St. Catharines, Esq., for a term of 42 years, covering the coal and mining rights in connection therewith on the reserve in question, subject to the payment of a yearly rent of $100 in advance, and the paying of a royalty of ten cents on every ton of merchantable coal taken out. The lease provided for the commencement of bona fide development of the mine within two years, and continually thereafter during the term of ~~years~~ lease, except when prevented by stress of weather or unavoidable accident.

The

Submitted for the Minister's consideration. Please see the Memo. on the file. The G.C. when in the Office this week it was considered advisable that the time within which the lease should be cancelled be specified in writing. Mr. Scott

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The rental provided for by the lease has been paid up to the 12th of August, 1913, amounting in all to $900.

In August, 1906, Mr. Begy made application for an extension of time for one year which was granted in view of the fact that it had been represented that $10,000 had been expended in exploration by the lessees.

In May, 1913, Messrs. Pringle & Guthrie forwarded to the Department a cheque for $400, rental, and advice that in the last few years somewhere in the neighbourhood of $26,000 had been expended on this property. No action was taken in regard to formal termination of the lease by the Department, and on the 7th of June, 1913, Messrs. Pringle & Guthrie were advised that the Department was dealing with the matter, but would like to be furnished with specific information as to what expenditure had been made under the lease of this property, and the years in which it was made.

Mr. Guthrie has now furnished statutory declaration by Elias Arthur Jukes, of the City of Vancouver, who states that the above lease was held by William Hamilton Merritt and George A. Begy on behalf of the Nicola Valley Coal & Coke Company, Limited, of which he is one of the chief shareholders; that during the years 1906&7 two borings were made to the depth of 750 feet; that at the depth of 540 feet 6½ feet of coal was encountered, believed to be a continuation of the seam discovered on the property adjoining, owned by the Middlesboro Collieries, Limited; that there was spent approximately the sum of $12,500; that early in 1907 arrangements were made with certain New York capitalists to assist in the development of this and the adjoining property, but owing to financial depression

they

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

they were unable to carry out the work contracted for; that in 1912-13, an eminent coal mining engineer from England reported on the property at an expense of $2,500. Mr. Jukes further declares that from time to time he has secured such rights as are necessary for the proper operation of a coal mine, including water rights; that he has done so on behalf of himself and associates, Messrs. Arthur McEvoy and the late Dr. Ivan Senkler, both of Vancouver; that they have made a combination of interests of adjoining properties, including the reserve in question and prior to the financial depression immediately prior to the war, made arrangements for the opening up of the properties with English capital; that negotiations have within the past three months been again opened up for the development of the properties, and he believes that the necessary capital for placing the same on a shipping basis will be forthcoming as a result thereof.

In view of the above representations, it would appear to be in the interest of the Indians if this property could be developed so that a revenue might be obtained from the royalty on the output of coal, and I would submit for favourable consideration the continuation of the lease upon payment of the rental in arrear, amounting to the sum of $300, and also an assignment of the lease from the lessees, Messrs. Merritt and Begy, to the parties or Company proposing to operate thereunder, upon the express condition that active development of the mine shall commence within two years, and continue thereafter in a satisfactory manner.

Concur
W.J.R.

W. A. Orr

Officer in Charge.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

[illegible]5,990.

Ottawa, June 12, 1916.

Sir,-

I have to acknowledge the receipt of your letter of the 7th instant, inclosing a declaration by Mr. E. A. Jukes, of the City of Vancouver, in regard to expenditure under coal lease of the Nziskat or Josyaska Indian reserve. In reply I would say that, upon consideration of representations made, and in view of the fact that it would be in the interest of the Indians, it has been decided to continue the lease which was issued to William Hamilton Merritt and George A. Begy, upon payment of the rental in arrear, amounting to the sum of $300, and also upon filing an assignment of the lease from Messrs. Merritt and Begy to the party or company proposing to operate thereunder, such continuation of lease to be upon the express condition that active development of the mine shall commence within two years and continue thereafter in a satisfactory manner.

Your obedient Servant,

J. D. McLean

Assistant Deputy & Secretary.

N. G. Guthrie, Esq.,
Messrs. Pringle & Guthrie,
Barristers, etc.,
Citizen Building,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Copy

76,990

A. McEVOY
4 Williams Building,
Vancouver, Canada.

December 17th,1920.

Harold Daly, Esq.,
Rideau Club,
Ottawa, Ont.

Dear Harold,-

Reference to the coal property which Jukes, Sinclair and I won in the Nicola Valley.

Part of this used to consist of the Nziket Indian reserve, from which we had the right to take the coal under lease from the Dominion Government.

Would you please find out what amount we have to pay to put it in good shape, if we have not been counted out in the meantime.

The reserve is part of Lot 11, Township 91, and is near Merrit, B.C.

With best wishes, I am,

Very sincerely,

Sgd. A. McEvoy.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CABLE ADDRESS "HAROLDALY" OTTAWA.

HAROLD MAYNE DALY
BARRISTER AND SOLICITOR
DEPARTMENTAL AND PARLIAMENTARY AGENT

TELEPHONE QUEEN 6674.

DEPT. OF INDIAN AFFAIRS
DEC 30 1920
RECORDS

MOLSONS BANK BUILDING
14 METCALFE ST.
OTTAWA, CANADA. Dec. 27, 1920.

546467

Dear Mr. Scott,-

I enclose copy of a letter which I have received from Mr. A. McEvoy of Vancouver. Will you please look into this matter and let me know how it stands, and oblige,

Yours faithfully,

Harold Daly

Duncan C. Scott, Esq.,
Deputy Superintendent General
of Indian Affairs,
Booth Building,
OTTAWA.

Ottawa, Dec 28 1920

Mr. Upton

Please report on attached letter and return it to the office of the Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18154-34

File No. 18,154

Department of Indian Affairs

Canada

Lands and Timber Branch

DEPT. OF INDIAN AFFAIRS
OCT 2 1923
RECORDS

Memo.

Ottawa, September 26, 1923.

The Deputy Minister,

Approved

EXP R

re Coal Lease on the Nziskat Indian Reserve.

A few years ago Mr. Norman Guthrie on behalf of Messrs. William H. Merritt and George A. Begy, submitted an application for the re-instatement of the coal lease covering the above reserve. The Department advised that favorable consideration would be given upon payment of the rental in arrears and filing in the Department an assignment from the above lessees to the Company proposing to operate under the lease.

These conditions were not carried out, and the matter remained in abeyance until 1920, when Mr. Harold M. Daly renewed the request. The Department was inclined to agree, provided the above conditions were carried out. Nothing further was done. Mr. Daly on the 25th instant again renews the request and advises that the principals are now prepared to pay up the arrears, amounting to $1,000, forward the necessary assignment and develop the mine in accordance with the conditions of the lease. As the development of the mine would be in the interest of the Indians, I beg leave to recommend compliance with this request.

No action until word received from Col Daly.

R.J. Connor

Acting Officer in Charge.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

CABLE ADDRESS:
"HAROLDALY"

HAROLD MAYNE DALY

DEPARTMENTAL AND PARLIAMENTARY AGENT
BARRISTER AND SOLICITOR

UNION BANK BUILDING
OTTAWA, CANADA

TELEPHONE:
QUEEN 6674

DEPT. OF INDIAN AFFAIRS
OCT 2 1923
RECORDS

September 25th.1923

Deputy Superintendant-General

Indian Affairs

Ottawa

Dear Sir

With reference to your letter of December 29th. 1920 ,and the coal lease on the Nziskat Indian reserve I am now informed that the lessees are prepared to pay up the back rent and go on with developement and would like to know if you are still prepared to grant a continuance of the lease.

Yours faithfully

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

[redacted] Skat

Merritt

9 6674

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

The arrears of rental at the present time amount to $1000.00 xx

Sept 19 03

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Records
To Repsé

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Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

December 29th. 1920.

Dear Colonel Daly,

With reference to the coal lease on the Esiâkat Indian Reserve, I have to say that on June 12th. 1916, we decided that we would consider the continuation of this lease upon payment of the rental in arrears, and the filing of an assignment from Messrs. Merritt and Begy, on the further express condition that active development of the mine shall commence within two years and continue thereafter in a satisfactory manner.

I would be willing to consider continuance on the same terms, subject to the Minister's approval. The arrears of rental at present amount to $700.00 which would have to be paid.

DCM

Yours very truly,

Duncan C. Scott

Deputy Superintendent General.

Colonel Harold M. Daly,
Barrister, etc.,
Molson's Bank Building,
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs

File No. 76,990.

Canada

Lands and Timber Branch

Ottawa, December 28, 192 0.

Memo.

The Deputy Minister,-

In regard to letter of the 27th instant, from Mr. Daly, and copy of communication from Mr. A. McEvoy, as to coal lease covering the Nziskat or Joeyaska Reserve, B. C., I beg to refer to my memo of the 9th of June, 1916, on file 76,990 herewith, and to letter of the 12th of June, 1916, addressed Mr. Guthrie, in regard to extension of coal lease at that date, and in connection therewith would say that the conditions imposed in regard to renewal in this letter have not been complied with. There has not been the payment of the arrears of rental or an assignment filed as requested.

I may say that if it is decided to continue the lease, the arrears of rental at the present time would amount to $700.

W. A. Orr

Officer in Charge.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No 275 18154-34

432 Pendora W
Vancouver BC
Aug 28 1924

The Department
of Indian affairs
Ottawa

DEPT. OF INDIAN AFFAIRS
SEP 3 1924
RECORDS

Dear Sirs

R

NZIKAT IR Sec 11 Tp 91 Kamloops Dis.

non merits

Would it be competent for the Indian Department to grant a lease to prospect for and mine Coal upon this reserve if a license for same Here applied for or is there any lease in existence upon this reserve (shown as 320 acs) that would preclude same?

In the event of a lease being grantable, what are the terms & conditions upon which same would be granted?

Yours truly
Chas Mandell
MANDELL

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18154-34

OTTAWA, September 5th, 1924

Sir,-

In reply to your letter of the 28th ultimo making inquire as to the lease for coal mining purposes of the Nzikat Indian Reserve near Merritt, I have to state that this Reserve is at present under lease for this purpose and your application, therefore, cannot be entertained.

Your obedient servant,

P. J. O'Connor,
Actg. In Charge Land and Timber Branch.

Charles Mandell, Esq.,
432 Pender St. W.,
VANCOUVER, B. C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18154-34 432 Pender St. W.
Vancouver B.C.
Sept 25th 1924

The Department
of Indian Affairs. Ottawa

Sec'y
Dept
Law

DEPT. OF INDIAN AFFAIRS
SEP 29 1924
RECORDS

File No 18154-34

Referring to your letter of 5th inst. could you kindly add to the information given therein by advising me of the name & address of the party to whom the lease of the coal mining rights over the Hesquiat Reserve is granted

Yours truly
Chas Mandell
MANDELL

LANDS BRANCH
SEP 1924

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18154-34

Ottawa, Sept.30th.1924.

Sir:-

I beg to acknowledge receipt of your letter of the 24th.inst.making inquiry with respect to the coal mining lease on the Nzikat Reserve and in reply to state that this lease is at present in the name of Messrs.Merritt and Begy for whom Mr.H.Mayne Daly,Barrister,Union Bank Bldg. Ottawa,appears to be acting.

Your obedient servant,

In charge
Lands & Timber Branch.
(J.C.Caldwell)

Charles Mandell Esq.
432 Pender St. W.
Vancouver. B.C.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18154-34

Ottawa. Sept.30th.1924.

Sir:-

With reference to your letter of the 25th.of Sept.1923 regarding the coal lease on the Nzikat Reserve B.C.held by Messrs.Merritt and Begy I have to state that the lessees are still in arrears for rental amounting to the sum of $1100 to date.

I have to inform you therefore that unless these arrears are promptly paid,and active development work commenced within two years time, the Department will be compelled to institute action for cancellation of lease.

Your obedient servant,

Asst. Deputy & Secretary.

Colonel Harold M.Daly
Barrister etc.
Molson's Bank Bldg.
Ottawa.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

18154-34

Ottawa. Feb.18th.1927.

Sir:-

With reference to previous letter of Sept.30th.1924 regarding coal lease on the Nzikat Reserve B.C. held by Messrs.Merritt & Begy and notification given you at that time,that unless active operation was commenced within two years and arrears of rental paid,the Department would institute action for cancellation of this lease,I have to inform you that such lease has now been cancelled.

Your obedient servant,

Asst. Deputy & Secretary.
(J.D.McLean)

Col. Harold M.Daly
Barrister etc.
Union ~~Molson~~'s Bank Bldg.
OTTAWA.

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

J. Wilson North
Barrister, Solicitor
Notary Public

SOLICITOR TO THE BANK OF TORONTO
MERRITT, B.C.

TELEPHONE 14
P.O. Box 132

MERRITT, B.C.,

January 21st 1933.

Superintendent of Indian Affairs,-
per Mr A.Barber, Indian Agent,
Merritt B.C.

Dear Sir,-

In accordance with regulations in that behalf, I beg to make application to Superintendent of Indian Affairs, through you for permission to prospect for Coal on Joyes Seat, Indian Reserve No 2 Lower Nicola and herewith tender fee of $5.00.

I might add myself and Associates have several hundred dollars to prspect and will be governed by you so as not to create a nuisance on the property.

Yours truly,

J. Wilson North

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

T. OF INDIAN AFFAIRS

№ 24416

$ 5.00

January 21st 1933

Received from J.E. North, Merritt B.C.

Five Dollars 100

for Permit to Prospect for Coal on

Joeyaska Indian Reserve (Lower Nicola No.2)

Alfred E. Bailey

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

DEPARTMENT OF INDIAN AFFAIRS
CANADA
2-26-1/2445

OFFICE OF
INDIAN AGENT
Merritt, B.C.
Jan.25th,1933.

Sir:-

I beg to forward herewith an application for permission to prospect for Coal on Lower Nicola Indian Reserve No.2, made by Mr. J.W.North, Barrister, Merritt, B.C.

I have spoken of this application to one of the three male adult Indians interested in this reserve and he states that they will be quite agreeable to the granting of a lease for mining purposes if same should be applied for.

This reserve is of little use owing to the lack of water for irrigation, and would however be little affected by any mining operation, if such proved to be warranted, which would furnish employment and some income for these Indians.

I would respectfully recommend that a permit to prospect for Coal be granted to Mr. North.

Please find hereto attached, Trust Account Cheque No. 350, for the sum of Five Dollars, covering the required Fee, which has been paid to me by the applicant.

Yours obediently,

Alfred H. Barber
(Alfred H.Barber)
Indian Agent.

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

AHB/ES

Indian Affairs. (RG 10, Volume 7640, File 18169-14)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

11169

BANK RECEIPT No. 3060

Amt. $5.00 chq

DEPT. OF INDIAN AFFAIRS
JAN 30 1933
RECORDS

Date ..... 19.....

Entered Journal No. 27 Folio 159

Dept. Receipt No. 6 55 291

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

FILE No. 18169-14 VOL. 1

DEPARTMENT OF INDIAN AFFAIRS

NICOLA

MINING- JOEYASKA NO.2-ZOHT NO.4 & 5

FROM 10-4-91 TO 30-1-33

CENTRAL REGISTRY	REFERRED TO	DATE REC'D	INITIALS	CENTRAL REGISTRY	REFERRED TO	DATE REC'D	INITIALS

7640

26

FILE No. 18169-14 VOL. 1

Indian Affairs. (RG 10, Volume 7640, File 18169-14)

PUBLIC ARCHIVES
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CANADA

Indian Affairs
Headquarters Files

(RG 10, Volume 7641)

File 20001	1	General correspondence regarding oil and gas for all reserves in Canada. 1910 - 1929
File 20001	2	General correspondence regarding oil and gas for all reserves in Canada. 1930 - 1937
File 20001	3	General correspondence regarding oil and gas for all reserves in Canada. 1937 - 1940
File 20001	4	General correspondence regarding oil and gas for all reserves in Canada. 1940 - 1941
File 20001	5	General correspondence regarding oil and gas for all reserves in Canada. 1941 - 1947

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

No. 20001

Department of Indian Affairs

19

GENERAL

OIL + GAS.

PUBLIC ARCHIVES
CANADA

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

General

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

Ottawa, February 10th, 1910.

Memorandum:

The Deputy Superintendent General

I beg to submit herewith draft of the Regulations for the disposal of the Petroleum Oil and Gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan, and the North West Territories, which, if adopted, would require to be enacted by order of His Excellency in Council. Of course, no permission to prospect could be given even after the adopting of the Regulations until surrender is granted of the Oil and Gas by the Indians owning any reserves.

As the reserves in the west are not sub-divided it would not be advisable to make any specific grant of the lands, and it would appear more advisable that the mining rights should be covered by lease.

The agreement with the Calgary Natural Oil and Gas Company for the oil and gas on the ~~Sarcfield~~ Sarcee Indian Reserve grants the right and privilege of proppecting for oil and gas thereon for a limited time, such developement work to be done every year as may be considered satisfactory, and in case oil or gas is discovered the Company to be given a lease for a term of ten years ~~and~~ for such parcel or parcels where oil or gas has been discovered not to exceed one hundred and sixty acres in each parcel, renewable upon such terms as may be

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

be agreed upon and the providing of an annual rental of $100. for each well drilled, and in addition a royalty of 2 % either of the product delivered at the well or wells or of the net amount received from all such products. The Company to have the exclusive right of prospecting, and the right to lay piping across the Reserve for the transportation of the oil or gas, and to be permitted to move any buildings etc. It is also provided that the Company shall not acquire any surface rights, or the right to interfere with any improvements on the Reserve. Provision is also made that, if the expenditure made by the Company is not satisfactory the privileges shall be forfeited. Provision is also made for the employment of Indian labour unless, where found impracticable or where expert labour is required.

W. A. Orr

In Charge of

The "Lands & Timber" Branch.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

Regulations for the disposal of Petroleum Oil and Gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan, and in the North West Territories.

The Superintendent General of Indian Affairs may grant permission to explore for petroleum oil and gas on Indian Reserves in Alberta, Saskatchewan and in the North West Territories for a period not exceeding five years, providing the oil and gas and mining rights in connection therewith have been surrendered by the Indians in accordance with the provisions of the Indian Act, upon the following conditions, viz-

1) That bone fide exploration shall commence within twelve months from the date of the granting permission to explore and shall be prosecuted continously until oil or gas is found in paying quantities, and such expenditure is to be made as may be considered satisfactory by the Superintendent General of Indian Affairs.

2) That in case of discovery of oil or gas within the time above limited a lease for a term of ten years or so long as oil and gas are produced in paying quantities may be granted for such parcel or parcels of land not exceeding in each parcel 160 acres, the length of which shall not exceed three times the breadth thereof, providing for payment of an annual rental of $100 payable

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

payable in advance for each well drilled and in addition an annual royalty amounting to two per cent ~~per annum~~ either of the product delivered at the mouth of the well or wells, or of 2 % of the net amount received from the sale of such product as the Superintendent General of Indian Affairs may decide. The lease to contain such conditions as to payment and forms of returns as may be considered necessary in the interest of the Indians and any other conditions provided for by Surrender

3) That permision may be granted to lay pipes on or across the Indian Reserve upon which such rights are granted for the transportation of the gas or oil to shipping points and issues to be permitted to remove buildings and machinery placed on the land leased.

4) That the permission to prospect or the lease granted thereunder shall not convey any surface rights or any right of ownership or right to interfere in any way with improvements on the land other than may be necessary for prospecting and mining operations.

3 5) That Indian labour shall be employed at current rates unless where it is found impracticable or where expert labour is required.

4 6) That the party to whom permission to explore or lease is issued shall not nor will sell or permit or suffer to be sold or used on the premises any spirituous liquors, ale, beer, or any intoxicating beverage whatever.

5 7) That no rights shall be granted on any improved land and no well shall be drilled within 500 feet of any improvements or within one mile of any well operated by any other party.

6 8) That gas from operated wells shall be furnished free to Indians of the Reserve upon which the well is situate

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

situate for household purposes, they paying for the piping and connections.

9) That if expenditure in prospecting is not at any time found satisfactory the Superintendent General of Indian Affairs may give notice in writing of termination of the permission granted in three months, unless operations are carried on in a satisfactory manner.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

Prospecting

3 yrs to prospect on defined area - exclusively for 3 yrs -
Such surface rights as will be necessary to operate - these rights under lease -

Leases to bring plans for first year to be operated during 2 yrs or credit will forfeit

Operating

When oil struck - lease 21 yrs under an area of 640 acres for each well - approximately in centre of section.
Prospecting rights over large area cease at end of 3 yrs -

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

50 cts per acre per year
for mining rights on sections
operated — + 2% of product
after government reached
by 2%

Lease to terminate at
end of 21 years for rights
over area operated —
~~$100 per acre~~
$1.00 per acres for surface
actually required to operate
as determined by Dept.

Area may not less than
25

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

DEPARTMENT OF INDIAN AFFAIRS CANADA

Ottawa, February 25, 1910.

Mr. Orr,-

The subject of the prospecting for gas and oil to be divided into two parts : -

1: As to prospecting; exclusive privileges to be granted to prospect on a definite area for three years with such surface rights as are necessary to operate, these rights to be under lease, the terms to be fixed as to the boring plant to be put in during the first year and to be operated during the following two years or until oil is found.

2: Operating; when oil is found a lease to issue for twenty-one years on an area of 640 acres for each well, this well to be approximately in the centre of the area, the reservation rights over the large area to cease at the end of three years, except as to the land to be operated where oil is found.

In the 640 acres so indicated 50 cents per acre per year to be charged for underground rights and a royalty of 2 per cent of the product after the ground rent has been reached by the payment of 2 per cent, the lease to terminate at the end of twenty-one years for rights over the area operated, but, for the ground actually required for surface

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

rights to operate, a rental of $1.00 per acre to be charged, and the quantity of land necessary to operate the well to be determined by the Department. It is thought that an area of not less than one township should be set aside in the first place for prospecting rights.

Frank Pedley

D. S. G. I. A.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

359733

Copy.

Regulations for the disposal of petroleum oil and gas on the Indian reserves in the provinces of Alberta and Saskatchewan and the Northwest Territories.

PROSPECTING.

(1) The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum oil and gas on Indian reserves in Alberta and Saskatchewan and in the Northwest Territories after surrender of the oil and gas by the Indians in accordance with the provisions of the Indian Act, on a defined area to be determined by the Superintendent General of Indian Affairs, for a period of three years with such surface rights as may be necessary to operate, the privileges to be granted under lease which will provide for payment of a rental to be fixed by the Superintendent General of Indian Affairs except that the rental for the ground actually required for surface rights to operate as determined by the Superintendent General of Indian Affairs shall be at the rate of one dollar per acre per annum, and specify the terms as to boring plant to be put in during the first year and to be operated during the following two years or until oil is found, and to embody such other conditions as may be considered by the Superintendent General in the interest of the Indians.

OPERATING.

(1) When oil is found, a lease may be issued for 21 years on an area of 640 acres for each well, the well to be approximately in the centre of the area, the prospecting rights reserved from the large area to cease at the end of three years except as to the land to be operated where oil is found.

(2)

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

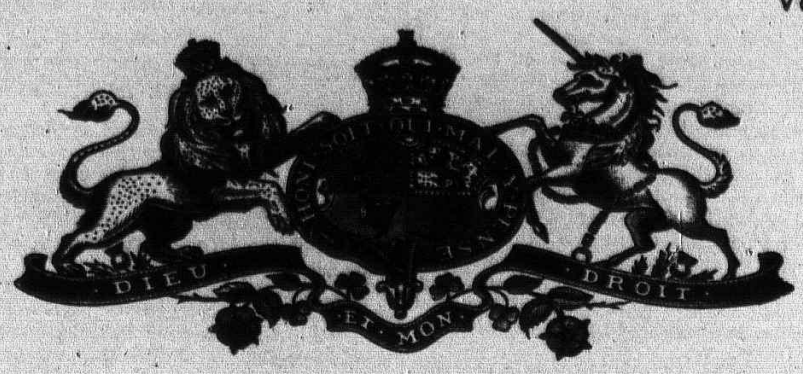
(2) For the 640 acres to be leased a rental to be paid of 50 cents per acre per year for underground rights and also a royalty of 2% of the product after the ground rent has been reached by the payment of 2%, provision to be made that the lease is to terminate at the end of 21 years for rights over the area operated.

(3) The lease also to contain such other conditions as may be considered by the Superintendent General necessary in the interests of the Indians.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

No. 40. Vol. XLIII.

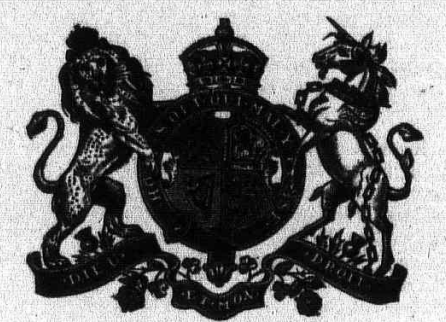


The Canada Gazette

PUBLISHED BY AUTHORITY.

OTTAWA, SATURDAY, APRIL 2, 1910.

DOMINION OF CANADA.



APPOINTMENTS.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA.

His Excellency the Administrator of the Government has been pleased to make the following appointments, viz :—

Ottawa, 22nd March, 1910.

David Sutton, of Bayfield, in the Province of Nova Scotia : to be Harbour Master for the Port of Bayfield, in the said Province.

David Palmer, Junior, of Owl's Head, in the County of Halifax, in the Province of Nova Scotia : to be Wharfinger of the Government Wharf at Owl's Head, in the said Province.

—

23rd March, 1910.

Lyman Knowlton, of Knowlton's Landing, Lake Memphremagog, in the County of Brome, in the Province of Quebec : to be Wharfinger of the Government Wharf at Knowlton's Landing, in the said Province.

25th March, 1910.

The Honourable Hector Mansfield Howell, Chief Justice of Manitoba : to be Administrator of the Government of the Province of Manitoba, during the absence, on leave, of His Honour the Lieutenant-Governor for a period of two months from 12th April to 12th June, 1910, both days inclusive.

—

His Excellency the Governor General has been pleased to make the following appointment, viz :—

Ottawa, 31st March, 1910.

Fred Hamberg, of the City of Winnipeg, in the Province of Manitoba, Esquire : to be a Commissioner to take and administer oaths under "The Act respecting Naturalization and Aliens."

PROCLAMATIONS.

CANADA.

By His Excellency the Honourable Désiré Girouard, K.C., D.C.L., LL.D., Senior Judge of the Supreme Court of Canada, and Administrator of the Government of the Dominion, etc., etc., etc.

To all to whom these presents shall come, or whom the same may in anywise concern.—Greeting :—

A PROCLAMATION.

Whereas His Majesty King Edward the Seventh was graciously pleased by a Commission under His Sign Manual and Signet, bearing date at the Court of Saint James's the sixteenth day of June, 1905, and in the fifth year of His Reign, to appoint the Right Honourable Earl Grey, G.C.M.G., to be Governor General and Commander in Chief of the Dominion of Canada, and whereas by section VII of the Letters Patent bearing date the fifteenth day of June, 1905, constituting the office of Governor General and Commander-in-Chief of the Dominion of Canada it is provided that in the event of the absence of the Gov-

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ernor General out of the Dominion of Canada all and every the powers and authorities therein granted to him shall, until His Majesty's further pleasure is signified therein, be vested in such person as may be appointed by His Majesty under His Sign Manual and Signet to be the Lieutenant Governor of the said Dominion, or if there shall be no such Lieutenant Governor in the said Dominion, then in such person or persons as may be appointed under His Majesty's Sign Manual and Signet to administer the Government of the same; and in case there shall be no person or persons within the said Dominion so appointed, then in the Chief Justice for the time being of the Supreme Court of the said Dominion, or in case of the death, incapacity, removal, or absence out of the said Dominion of the said Chief Justice for the time being, then in the Senior Judge for the time being of the said Supreme Court then residing in the said Dominion and not being under incapacity.

And Whereas by reason of the absence of the said Right Honourable Sir Albert Henry George, Earl Grey, etc., etc., etc., and of the absence of the Right Honourable Sir Charles Fitzpatrick, K.C.M.G., Chief Justice of Canada, out of Canada, and under and in virtue of the letters patent aforesaid all and every the powers and authorities by the said letters patent granted to the Governor General have become vested in me as being the Senior Judge of the Supreme Court for the time being of the Dominion of Canada, and having taken the necessary oath as required by the said letters patent, I have therefore thought fit to issue this Proclamation to make known the same, and I do hereby require and command that all and singular His Majesty's officers and ministers in the said Dominion of Canada do continue in the execution of their several and respective offices, places and employments, and that His Majesty's loving subjects and all others whom these presents may concern do take notice thereof and govern themselves accordingly.

Given under my Hand and Seal at arms at the City of OTTAWA, this NINETEENTH day of MARCH, in the year of Our Lord one thousand nine hundred and ten, and in the tenth year of His Majesty's Reign.

D. GIROUARD,
Administrator of the Government.

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ORDERS IN COUNCIL.

[535]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Thursday, the 24th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE ADMINISTRATOR IN COUNCIL.

THE Minister of the Interior states, under date the 15th March, 1910, that it is desirable to have an investigation in relation to the performance of homestead duties by Mr. William H. Elkerton in connection with the north-east quarter of Section 10, Township 22, Range 26, west of the Second Meridian.

The Minister, therefore, recommends that R. E. A. Leech, of Brandon, in the Province of Manitoba, Esquire, Inspector of Dominion Land Agencies, be authorized under the provisions of The Dominion Lands Act, paragraph "G" section 76, chapter 20, 7-8 Edward VII, to investigate the said question, and for that purpose to summon by subpœna, any person or persons, and to examine such person or persons under oath and to compel the production of papers and writings at such investigation.

The Committee submit the same for approval.

F. K. BENNETTS,
Asst. Clerk of the Privy Council.

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[516]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Tuesday, the 22nd day of March, 1910.

PRESENT:

HIS EXCELLENCY THE DEPUTY GOVERNOR GENERAL IN COUNCIL.

HIR Excellency in Council is pleased to order that the Regulations for the governance of the ferry across the Ottawa River between Pembroke, in the County of Renfrew, Ont., and Allumette Island, in the County of Pontiac, P.Q., established by Order in Council of the 17th January, 1910, shall be and the same are hereby cancelled.

His Excellency in Council is further pleased to order that, under the provisions of Section 7 of chapter 108, "An Act respecting Public Ferries," the following regulations shall be and the same are hereby established in lieu thereof.

F. K. BENNETTS,
Asst. Clerk of the Privy Council.

FERRY REGULATIONS.

PEMBROKE AND ALLUMETTE ISLAND.

1ST.—LIMITS.

The limits of the ferry shall extend from the Allumette Rapids, below the Town of Pembroke, in the County of Renfrew, to the narrows above the said town, a distance of about five miles, on the Ottawa river.

2ND. LANDING STAGES.

A suitable landing stage or wharf, serviceable at all stages of the water in the river, must be constructed and maintained by the licensee on both sides; on the North shore at either Charles Warren's wharf or Desjardin wharf, or some point between; on the South shore either at Supples' wharf or Thistle's wharf, or some point between, subject to the approval of the Department of Inland Revenue.

3RD. FERRY BOAT.

The licensee shall provide and maintain a vessel propelled by steam suitable for the conveyance of passengers, horses and cattle and all ordinary vehicles, with safety and reasonable despatch, and such vessel shall not be less than 80 feet in length by 18 feet beam; must have a Government certificate as to the safety of the boiler and engine, and shall be subject to the approval of the Inland Revenue Department.

4TH. NUMBER OF TRIPS.

During the months of May, June, July and August the ferry boat shall not make less than eight round trips daily, except on Saturdays when she will make nine round trips as per time table stated below. The first to start from Pembroke not later than 6.50 a.m. so as to enable the boat to start on its first trip from Allumette Island not later than 7 o'clock a.m. and the last start from Allumette Island to be not earlier than 7 p.m.

Leaves Pembroke wharf.	Leaves Desjardins wharf.
6.50 a.m.	7.00 a.m.
8.15 a.m.	8.45 a.m.
9.30 a.m.	10.15 a.m.
11.00 a.m.	11.45 a.m.
1.15 p.m.	1.45 p.m.
3.00 p.m.	3.45 p.m.
5.00 p.m.	5.45 p.m.
6.15 p.m.	7.00 p.m.

Time Table for Saturdays.

Leaves Pembroke wharf.	Leaves Desjardins wharf.
6.45 a.m.	7.00 a.m.
7.30 a.m.	7.45 a.m.
8.45 a.m.	9.45 a.m.
11.00 a.m.	11.45 a.m.
1.15 p.m.	1.30 p.m.
1.45 p.m.	2.30 p.m.
3.30 p.m.	4.30 p.m.
5.15 p.m.	6.00 p.m.
6.15 p.m.	7.00 p.m.

During the remaining portion of the season and until navigation has closed by the freezing over of the river, the ferry boat shall make not less than 8 round trips daily, 4 in the morning and 4 in the afternoon as per time table below. The first to leave Pembroke wharf not later than 7 o'clock a.m., so that the first trip from Allumette Island shall not be later than 7.30 a.m. and the last trip from the Island not earlier than 5.30 p.m., viz:—

Leaves Pembroke wharf.	Leaves Desjardins wharf.
7.00 a.m.	7.30 a.m.
8.15 a.m.	8.45 a.m.
9.30 a.m.	10.15 a.m.
11.00 a.m.	11.30 a.m.
12.45 p.m.	1.30 p.m.
2.15 p.m.	3.00 p.m.
3.45 p.m.	4.30 p.m.
5.00 p.m.	5.30 p.m.

A notice of the hours of departure from both sides of the river in accordance with the above, must be posted and kept posted during the continuance of the licence, near the ferry landing on both sides of the river and on the ferry boat employed.

5TH.—TARIFF.

Two horses with conveyance and driver and load of grain, hay or potatoes, one way and return	$1.00
For a two-horse cart or conveyance and driver, each way including horses	.30
For one-horse and conveyance with driver, and load of grain, hay or potatoes, one way and return	.75
For one-horse cart or conveyance and driver, including horse, each way	.20
For one horse, each way	.10
For each head of cattle, each way	.10
For each head of swine or sheep	.05
For each passenger with baggage not exceeding 100 lbs one way	.10
For each passenger with baggage not exceeding 100 lbs one way and return	.15
For each passenger from 10 to 15 years with baggage not exceeding 50 lbs. each way	.05
For each parcel of goods over 50 lbs. and under 150 lbs	.05
For oats, peas, rye, barley, potatoes, buckwheat and flour, or any other goods, per 100 pounds	.03
For pressed hay in bales per 100 pounds	.02½
For wheat per 100 lbs for milling purposes and return	.04
For lime in barrels per 100 pounds	.05

SIXTH.

The ferry boat shall be placed on the route fully equipped and completed and the landing stages shall be fully constructed on or before 1st May, 1910.

SEVENTH.

The licence will be granted for a period of five years from the 1st day of May, 1910.

EIGHTH.

The licensee shall be required to give two sureties satisfactory to the Department of Inland Revenue, who shall be held jointly and severally in the sum of $500.00 for the full compliance by the licensee with the terms of the license.

NINTH.

The right is reserved to the Department of Inland Revenue of rejecting the ferry-boat or landing stage or either of them should any of them be deemed unsuitable for the service, or unsafe to the public, or inadequate to meet the public wants. The right is also reserved to the Governor in Council to modify the maximum tariff, should it be found expedient in the public interest to do so, and the Governor in Council may declare the licence forfeited and void whenever it shall be satisfactorily shown that the licensee fails to comply with the conditions thereof.

TENTH.

The licence shall not be sub-let or assigned without the authority of the Governor in Council. 40-3

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Monday, the 21st day of March, 1910.

PRESENT:

HIS EXCELLENCY THE DEPUTY GOVERNOR GENERAL IN COUNCIL.

WHEREAS application has been made by the Town of Lloydminster for a free grant of Lots 32 and 33 in Block 11 in the Townsite of Lloydminster, for the purposes of a Young Men's Christian Association and Athletic Club;

And whereas the lots in question are available and the Minister of the Interior is of the opinion that this application should be favourably considered,—

Therefore His Excellency in Council is pleased to authorize and doth hereby authorize a free grant to the Town of Lloydminster of Lots Nos. 32 and 33, Block 11, in the Townsite of Lloydminster, the grant to be subject to the lots being used exclusively for the purposes of a Young Men's Christian Association and Athletic Club.

F. K. BENNETTS,
Asst. Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Monday, the 21st day of March, 1910.

PRESENT:

HIS EXCELLENCY THE DEPUTY GOVERNOR GENERAL IN COUNCIL.

WHEREAS application has been made by the Village of Maidstone for three acres of the S. E.¼ of Section 28, Township 47, Range 23, west of the Third Meridian, for cemetery purposes;

And whereas the Minister of the Interior is of the opinion that this application should be favourably considered,—

Therefore His Excellency in Council is pleased to authorize and doth hereby authorize the grant, under sub-section (*d*) of section 76 of The Dominion Lands Act, to the Village of Maidstone, of the three acres applied for, which are available for the purpose and may be described as follows:—

Composed of all that portion of the south-east quarter of Section Twenty-eight of the Forty-seventh Township in the Twenty-third Range, west of the Third Meridian, which may be more particularly described as follows:—

Commencing at the south-east corner of the said quarter section; thence northerly along the east boundary of the said quarter section a distance of three hundred and sixty-two feet; thence westerly parallel with the south boundary of the said quarter section a distance of three hundred and sixty-six feet; thence southerly parallel with the said east boundary a distance of three hundred and sixty-two feet more or less to the said south boundary; thence easterly along the said south boundary a distance of three hundred and sixty-six feet more or less to the place of commencement, containing by admeasurement three (3) acres more or less.

F. K. BENNETTS,
Asst. Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 4th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of the Interior, under date 22nd February, 1910, reports that a copy has been filed in the Department of the Interior of a resolution passed by the Council of the Town of Humboldt on the 1st of December, 1909, recommending that application be made to the Department of the Interior for the grant of the undisposed of portions of the south west quarter

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of Section 29, Township 37, Range 22nd west of the 2nd Meridian, to the Town of Humboldt in order that it may be used for the purposes of Hospital grounds, High School grounds, Agricultural Exhibition grounds and Park.

The Minister states that it is represented on behalf of the application that the Town of Humboldt is a divisional point on the Canadian Northern Railway, midway between Winnipeg and Edmonton, and is growing rapidly being the centre of one of the best grain producing districts in Saskatchewan, and that the grant of land referred to is absolutely necessary to the town for the purposes before mentioned.

It is further suggested to the Minister that the south-west quarter of Section 4, Township 9, Range 14, west of the 2nd Meridian, which is near the Town of Weyburn, and is a quarter section of at least equal value to the south-west quarter of Section 29 before referred to, should be set apart for the School Lands Endowment in lieu of the south-west quarter of Section 29 and as he is of the opinion that it would be in the public interest that the available portion of the south west quarter of Section 29, which is approximately 149 acres, be set apart for the Town of Humboldt for the purposes before mentioned, the Government of Saskatchewan was asked whether it had any objection to the proposed exchange of land being made, and a letter has now been received from the Honourable W. R. Motherwell on behalf of his Government to the effect that he could see no reason why the proposed exchange should not be carried out.

The Minister, under these circumstances, recommends that he be authorized to grant the south-west quarter of Section 29, Township 37, Range 22, west of the 2nd Meridian, for the use of the Town of Humboldt for the purposes before mentioned and to take in lieu thereof for the School Lands Endowment the south-west quarter of Section 4, Township 9, Range 14, west of the 2nd Meridian.

The Committee submit the same for approval.

RODOLPHE BOUDREAU,
40–4 Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Tuesday, the 22th day of March, 1910.

PRESENT :

HIS EXCELLENCY THE ADMINISTRATOR IN COUNCIL.

THE Minister of the Interior states, under date the 12th March, 1910, that representations have been made to him that it would be in the public interest and also in that of the School Lands Endowment Fund to hold auction sales of School Lands in the Province of Saskatchewan during the coming spring or in the early part of the summer.

In view of the bountiful harvest of last year and of the demand for land in the Province of Saskatchewan, the Minister concurs in this view and, after consultation with the Government of Saskatchewan, it is suggested that the sales be held at the following points, namely, Estevan, Arcola, Stoughton, Weyburn, Francis, Abernethy, Esterhazy, Hanley, Saskatoon and Rosthern.

The Minister, therefore, recommends that he be authorized to have auction sales of School Lands held at the places before mentioned in the Province of Saskatchewan during the coming spring, or in the early part of the summer, the dates of such sales to be determined when the inspections and valuations of the lands to be offered have been completed, provided that the lands to be offered shall be subject in each case to an upset price determined by valuation after inspection and to be subject also to the provisions of The Dominion Lands Act relating to the disposal of School Lands.

The Committee submit the same for approval.

F. K. BENNETTS,
40–4 Asst. Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Saturday, the 26th day of March, 1910.

PRESENT :

HIS EXCELLENCY THE ADMINISTRATOR IN COUNCIL.

THE Minister of the Interior, under date 25th February, 1910, states that pending the survey of lands at the mouth of Churchill River a reservation from sale and settlement was made by Order in Council of the 23rd July, 1906, of lands on both sides of the Churchill River from the Coast line to a distance of ten miles up the river and two miles wide on each side of the said River ;

The Minister further estates that the peninsula on the east side of the Churchill River has now been surveyed to the extent of 595 blocks and the peninsula on the west side of the River has been surveyed to the extent of 624 blocks, according to plan of survey by J. E. Morrier, D.L.S., approved and confirmed by the Surveyor General in 1909,—

The Minister, therefore, recommends that blocks Nos. 1 to 595 inclusive on the East peninsula of the townsite of Churchill and that blocks Nos. 1 to 624 inclusive on the West peninsula of the townsite of Churchill be withdrawn as to surface rights from the reserve established by Order in Council of the 23rd July, 1906.

The Minister further recommends that he be empowered to deal with the claims of occupants within the tracts so withdrawn and to make available the remainder for disposition by lease or sale on suitable conditions as to terms and price.

The Committee submit the same for approval.

RODOLPHE BOUDREAU,
40–4 Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Tuesday, the 15th day of March, 1910.

PRESENT :

HIS EXCELLENCY THE DEPUTY GOVERNOR GENERAL IN COUNCIL.

HIS Excellency in Council is pleased to order that the Order in Council of 11th September, 1908, passed under the authority of Section 20 of the Immigration Act, Revised Statutes of Canada, 1906, Chapter 93, with regard to the amount of money to be possessed by immigrants entering Canada, shall be and the same is hereby rescinded ;

His Excellency in Council is further pleased to make and doth hereby make the following regulations under the authority of the said section 20 of chapter 93 of the Revised Statutes of Canada, 1906 ;

1. If an immigrant, male or female, other than a member of a family provided for under the next following regulation intending to enter Canada, arrives at the border or at any place of landing in Canada between the first day of March and the thirtieth day of October, both days inclusive, he or she shall, as a condition of permission to enter Canada have in his or her possession at the time of arrival, money, belonging absolutely to such immigrant, to the amount of at least $25.00 in addition to a ticket or such sum of money as will purchase a ticket or transport for such immigrant to his or her destination in Canada.

2. If an immigrant so intending to enter Canada is the head of a family and is accompanied by his or her family or any member or members thereof the foregoing regulations shall not apply to such family or the members thereof, but the said immigrant head of a family shall have, in his or her possession, in addition to the said sum of money and means of transport hereinbefore required, a further sum of money, belonging absolutely to such immigrant, equivalent to $25.00 for each member of the said family of the age of eighteen years or upwards, and $12.50 for each member of the said family of the age of five years or upwards and under the age of eighteen years, and in addition tickets or a sum of money equivalent to the

cost of transport for all the said members of the family to their place of destination in Canada.

3. Every such immigrant arriving at the border or at any place of landing in Canada between the first day of November and the last day of February, both inclusive, shall be subject to the foregoing regulations, with the substitution of $50.00 for $25.00, and $25.00 for $12.50, wherever the said sums of $25.00 and $12.50 are mentioned in the said regulations.

4. It shall be the duty of the immigration agents at the various places or ports of arrival or landing in Canada to see that the foregoing regulations are complied with. Provided, however, that the immigration agent may, notwithstanding anything hereinbefore contained, except any immigrant from the operation of the foregoing regulations if it is shown to his satisfaction that

(*a*) The Immigrant, if a male, is going to assured employment at farm work, and has the means of reaching the place of such employment ; or

(*b*) that the immigrant, if a female, is going to assured employment at domestic service, and has the means of reaching the place of such employment ; or

(*c*) that the immigrant, whether male or female, is of one of the following descriptions, and is going to reside with a relative of one of the following descriptions, who is able and willing to support such immigrant and has the means of reaching the place of residence of such relative :—

(I) Wife going to husband.
(II) Child going to parent.
(III) Brother or sister going to brother.
(IV) Minor going to married or independent sister.
(V) Parent going to son or daughter.

F. K. BENNETTS,
40–4 Asst. Clerk of the Privy Council.

[30565]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Tuesday, the 29th day of March, 1910.

PRESENT :

HIS EXCELLENCY THE DEPUTY GOVERNOR GENERAL IN COUNCIL.

HIS Excellency, under the provisions of section 27, of chapter 113 of the Revised Statutes of Canada, and by and with the advice of the King's Privy Council for Canada, is pleased to grant permission to change the name of the schooner "Alma" to that of "Leonard C."

RODOLPHE BOUDREAU,
40–3 Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Saturday, the 12th day of March, 1910.

PRESENT :

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

HIS Excellency, by and with the advice of the King's Privy Council for Canada and in pursuance of the provisions of section 54 of The Fisheries Act, being chapter 45 of the Revised Statutes for Canada, is pleased to order that the Fishery Regulations for the Province of British Columbia, adopted by Order in Council of the 8th June, 1908, together with all subsequent amendments thereto, shall be and the same are hereby rescinded, and the following substituted in lieu thereof :—

Sec. 1.—ANGLERS' PERMITS.

(See General Fishery Regulations.)

Sec. 2.—ABALONE.

(*a*) No one shall take, buy, sell or possess any abalone that shall measure less than 4 inches across the shortest diameter of the shell.

(*b*) The year 1911, and every third year thereafter shall be closed years for abalone fishing.

(*c*) The fee for an abalone licence shall be $10.00.

Sec. 3.—CLAMS.

The fee for a clam fishing licence shall be $2.00.

Sec. 4.—CRABS.

(*a*) No one shall take, buy, sell or possess any crab measuring less than 6 inches across the long diameter or greatest breadth of the shell.

(*b*) The fee for a crab fishing licence shall be $2.50.

Sec. 5.—CLOSE SEASONS.

(See under classes of fish and "weekly close time.")

Sec. 6.—EXPORT OF FISH.

(*a*) The export of fresh clams or other edible shellfish, other than oysters, from the Province of British Columbia is prohibited ; provided they may be shipped to any Province of the Dominion of Canada.

(*b*) No sockeye salmon shall be exported from the Dominion of Canada, except in a frozen, canned, salted, smoked or cured condition.

(*c*) The export of fresh herring from the Province of British Columbia is prohibited, or of herrings that have been preserved in salt for a period of less than nine days, or of herring of any kind intended for curing, canning or otherwise preserving, or converting into guano, fish fertilizer or oil outside or beyond the boundaries of Canada : provided always that fresh herring, taken in gill-nets in the waters of British Columbia, may be exported in a fresh, unsalted condition for immediate consumption ; but the onus of proof that such fish, so exported, were taken with gill-nets, shall rest on the possessor or possessors of such fish.

Sec. 7.—FRASER RIVER CHANNEL.

No net shall be cast or allowed to drift on the channel side, in the Fraser River, within 100 yards of the line of buoys between the Lightship at the Sandheads and Steveston ; and in any other portion of the channel of the river, any net in the water must be hauled in to allow passage to a steamer, on the steamer giving notice to the operator of such net by four sharp whistles, of the necessity for such net being hauled in.

Sec. 8.—HERRING OR PILCHARD.

1. (*a*) The use of nets other than gill-nets, drift-nets or drag-seines, shall not be permitted in the capture of herring or pilchard.

(*b*) A herring or pilchard drift-net or gill-net shall not exceed 200 fathoms in length, and the size of the mesh shall not be less than 2½ inches extension measure.

(*c*) The fee on a herring or pilchard drift-net or gill-net licence shall be $2.50.

(*d*) A herring or pilchard drag-seine shall not exceed 100 fathoms in length, and the mesh thereof shall be 1-inch extension measure.

(*e*) The fee on a herring or pilchard drag-seine licence shall be $50.00.

2. Herring shall not be fished for from the 1st March to the 30th April in each year, both days inclusive ; but the close season may commence at an earlier date by direction of the district inspector of fisheries in any locality in which that officer may decide that such prohibition is necessary, in order to protect spawning herring.

Sec. 9.—HALIBUT.

Halibut shall not be taken or fished for from the 1st to the 31st day of March in each year, both days inclusive.

Sec. 10.—INLAND WATERS.

(See "Prohibitions.")

Sec. 11.—LEASES OR LICENCES.

1. Fishing with nets or other apparatus and the taking of oysters, clams, abalones, crabs or other shell-fish is prohibited except under licence from the Minister of Marine and Fisheries.

(*a*) No licence shall be granted to any person, company or firm, unless such person is a British subject, resident in the Province of British Columbia, or to such company or firm, unless it is a Canadian company or firm, or is licensed to do business in British Columbia.

(*b*) Application for a licence shall be made on an official form, to be filled in with the necessary details required on such form, and it shall be delivered to the local Inspector of Fisheries, before the issue of any fishery licence.

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(c) At the end of the fishing season, such person, company or firm, shall make a true return of the total catch of fish, to the district Inspector of Fisheries, or to the nearest Fishery Officer.

(d) No gill-net or drift-net licence shall be transferable, except by special written permission obtained from the local Inspector of Fisheries, and, in the case of all other licences, except by permission of the Minister of Marine and Fisheries.

2. Indians may, at any time, with the permission of the district Inspector of Fisheries, catch fish for the purpose of providing food for themselves and their families, but for no other purpose; but no Indian shall spear, trap or pen fish on their spawning grounds, or in any place leased or set apart for the natural or artificial propagation of fish, or in any other place otherwise specially reserved.

3. No salmon cannery or salmon curing establishment shall be operated, except under licence from the Minister of Marine and Fisheries.

(a) The fee on a salmon cannery or salmon curing establishment licence shall be $50.00.

(b) No licence for a salmon cannery or salmon curing establishment shall be issued unless favourably reported on as to its sanitary condition by the Inspector of Fisheries for the district, or by some other officer authorized by the Minister of Marine and Fisheries to make the necessary inspection. An annual inspection of all salmon canneries and curing establishments shall be made by such Inspector of Fisheries or such authorized officer, and his report shall be submitted to the Department of Marine and Fisheries, at the close of each season. The report of inspection shall cover the cleanliness, water supply, and other necessary conditions of each cannery or curing establishment. Such report shall be made on an official inspection form, stating the necessary details as to the capacity, season's pack, number of hands employed, and other particulars.

Sec. 12.—Marking of Boats and Nets.

All nets and fishing boats shall bear numbers corresponding with those of the licences under which they are operated, and each boat shall have its number and the initials of its owner painted on both sides of the bow, in black, on a white ground, the figures and letters to be not less than 6 inches in height, and each net shall have its number and the initials of its owner legibly marked on buoys of wood or metal, painted white, and floating in the water attached to each end of the net, and such numbers and initials shall be permanently kept on such boats and nets throughout the fishing season, and shall be so placed as to be visible without taking up the nets, and any boat or net used without such marks shall be liable to seizure and confiscation.

Sec. 13.—Other Fish.

The annual fee for licences for gill-nets or drift-nets for catching fish other than those named in these regulations, shall be $1.00.

Sec. 14.—Oysters.

(a) The fee for an oyster fishing licence to permit fishing on any specified natural oyster area, shall be $2.50.

(b) The fee for an oyster fishing licence, covering a term of years, shall be $2.00 per annum per acre covered by such licence, and the licensee shall fish or work in rotation alternate portions of the area specified in his licence, such fishing operations to be under the direction of the District Inspector of Fisheries.

(c) No one shall fish for or take oysters during the months of May, June, July and August, in each year.

Sec. 15.—Pilchard.

(See "Herring.")

Sec. 16.—Prohibitions.

1. No salmon gill-net or drift-net shall be cast from a boat, nearer than 100 yards in front of one already in the water.

2. No sunk salmon nets or diver salmon nets shall be used in salmon rivers, or in the estuaries or approaches to such rivers.

3. No one shall use or operate more than one net under any net licence.

4. No one, other than the licensee, shall use or operate a gill-net.

5. Salmon gill-net licences shall be valid in any of the waters of the Province in which such nets are legal for the taking of salmon; but no licensee shall fish under such licence in any Fishery Inspector's district other than that in which it was issued, until such licence has been formally endorsed by the Inspector of Fisheries for the district.

6. No nets, of any kind, shall be so used as to enclose any bay, cove, creek or inlet; and in all cases one-third of the width of such bay, cove, creek or inlet, shall remain open and unobstructed for the passage of fish.

7. No salmon purse-seine shall be used in any harbour, nor in an area specified by the District Inspector of Fisheries.

8. No fishing boat shall carry a greater length of net than that permitted by the licence of the owner or operator thereof.

9. The use of nets for the taking of fish is entirely prohibited in the fresh water lakes or non-tidal waters of British Columbia.

10. The use of bare, unbaited hooks or grapnels (cross-lines) for the taking of sturgeon is prohibited.

11. The export of certain kinds of fish and shell-fish is prohibited.—See under "Export of Fish."

12. The introduction of non-indigenous or non-native fish alive into the waters of British Columbia, except by special permission of the Minister of Marine and Fisheries, is prohibited.

Sec. 17.—Prohibited Areas.

Fishing by means of nets of any kind or description is prohibited in,—

(a) The waters of Victoria Harbour, inside of an imaginary line drawn from Macaulay Point to Clover Point, and embracing all the waters of the Harbour to Victoria Arm and including the Inlet;

(b) The waters of Nanaimo Harbour and Departure Bay; provided, however, that herring gill-nets may be permitted in these waters; provided also that in the waters of Departure Bay, drag-seines may be used for the purpose of catching herring; but fishing operations with such drag-seines shall be restricted to the hours between 7.30 a.m. and 5 p.m. and a weekly close time from 5 p.m. Saturday to 7.30 a.m. on the following Monday shall also be observed.

Sec. 18.—Smelt and Sardine.

(a) The use of nets other than gill-nets or drift-nets for the catching of smelts or sardines is prohibited.

(b) The fee for a smelt or sardine drift-net or gill-net licence shall be $1.00.

Sec. 19.—Salmon.

1. The use of nets other than drift-nets or gill-nets, drag-seines, purse-seines and trap-nets, shall not be permitted in the capture of salmon.

2. A gill-net or drift-net for taking salmon shall not exceed 150 fathoms in length and the depth or vertical breadth thereof shall not exceed 60 meshes and the size of the mesh shall be seven inches, extension measure; but in sockeye salmon nets, the size of the mesh shall be 5¾ inches, extension measure and nothing shall be done in either instance to practically diminish the size of the mesh: provided that in the waters north of the 51st parallel of north latitude, salmon drift-nets or gill-nets of a length not exceeding 200 fathoms may be used; but the depth or vertical breadth thereof shall not exceed 50 meshes.

(a) The fee for a salmon drift-net or gill-net licence shall be $5.00.

3. A salmon drag-seine shall not exceed 300 fathoms in length and the mesh thereof shall be 3 inches, extension measure.

(a) The fee for a salmon drag-seine licence shall be $25.00.

4. A salmon purse-seine shall not exceed 500 fathoms in length, and the mesh thereof shall be 3 inches, extension measure.

(a) No licence shall be issued to authorize the use of a Salmon purse-seine in any harbour, or any reserved area specified by the Inspector of Fisheries for the district.

(b) The fee for a salmon purse-seine licence shall be $50.00.

5. A salmon trap-net shall be located on a definite site, specified in the licence, and shall be at least 400 fathoms distant from the nearest adjacent trap-net. The mesh of such trap-net shall not be less than 6 inches, extension measure in the leader or lead, nor than two inches, extension measure in the heart, crib or pot. A salmon trap-net may be either staked or floating.

(a) The fee for a salmon trap-net licence, either staked or floating, shall be $50.00

6. No one, other than a British subject, actually resident on either side of the Fraser River, above, that is east of the New Westminster Bridge, shall be eligible for a licence to fish for sockeye salmon in that portion of the Fraser River above, that is east of the New Westminster Bridge, and no sockeye salmon fishing shall be carried on in such portion of the river, except under a special licence which shall have conspicuously stamped across its face the words "This licence shall be valid between New Westminster Bridge and Mission Bridge." Fishing under this licence shall not be conducted in any other portion of the river than that specified.

Close seasons for Salmon.

7. No one shall take sockeye salmon from the 1st October in each year to the 30th June following, both days inclusive, except in that portion of British Columbia north of the 51st parallel of north latitude, where the close season for sockeye salmon shall be from the 1st October, in each year to the 19th June following, both days inclusive, and during such close time no salmon gill-nets or drift-nets, having meshes of less than 7 inches, extension measure, shall be used; but no salmon nets of any kind shall be used in that portion of the Fraser River inside the outside edges of the Sandheads, from Point Grey to the 49th parallel of north latitude, from the 25th August to the 15th September, in each year, both days inclusive.

8. No one shall take spring salmon or quinnat from the 1st October to the 15th November in each year, both days inclusive.

9. No one shall take coho, dog salmon, or humpback salmon from the 15th November in each year, to the 1st January following, both days inclusive.

Size Limit.

10. No salmon under three pounds in weight shall be taken by means of nets, and if taken shall be returned to the water alive.

Sec. 20.—Steelheads.

No one shall take steelheads from the 15th November in each year to the 25th March following, both days inclusive, in the non-tidal waters of British Columbia, and in the tidal waters thereof no one shall take steelheads from the 1st January to the 25th March following, both days inclusive.

Sec. 21.—Sturgeon.

(a) The use of fishing implements other than gill-nets or drift-nets shall not be permitted in the capture of sturgeon.

(b) A sturgeon gill-net or drift-net shall not exceed 150 fathoms in length and the mesh thereof shall not be less than 12 inches, extension measure.

(c) The fee for a sturgeon gill-net or drift-net shall be $2.50.

Sec. 22.—Trout.

Close Season.

1. No one shall take trout of any kind from the 15th November, in each year, to the 25th March following, both days inclusive, except in the waters of the interior portion of the province, east of the 120th Meridian, where no one shall take trout of any kind from the 15th November in each year to the 30th day of April following, both days inclusive.

Size Limit.

2. No trout of any kind under 8 inches in length shall be taken from the waters of British Columbia, and if taken shall be immediately returned to the water alive and uninjured.

(a) No trout under three pounds in weight shall be bought, sold or exposed for sale in the Province of British Columbia, nor shall any trout be bought, sold or exposed for sale during the close season provided therefor.

3. Fishing for trout through the ice is prohibited.

Sec. 23.—Tidal Boundaries.

The tidal boundaries for the purposes of the Fisheries Act in the Rivers specified below shall be defined as follows:—

(a) Fraser River.—A line coinciding with Mission Bridge.

(b) Cowichan River.—A line drawn from Serpentine Point to Cowichan Head.

(c) Naas River.—A line drawn across the river from Rocky Point to a projecting point on the opposite bank of the said river, immediately above Fishery Bay.

(d) Rivers Inlet.—A line drawn from the Devil's Slide to a point on the opposite shore marked by a post bearing a white flag, placed there by authority of the District Fishery Inspector during the fishing season.

(e) Skeena River.—From a line, marked by beacons, to be placed on either side of the river by the District Inspector of Fisheries at the beginning of each fishing season, drawn across the Skeena River seven miles above one drawn from the northeast point of Raspberry Island, along an imaginary line in a north-west direction to a rocky point on the northwest bank of the Skeena River, and from the said northeast point of Raspberry Island, along an imaginary line in a southeast by east-half-east direction, to a rocky point on the southeast shore,—so far as the sockeye salmon Fishery is concerned; and from a line drawn across the river from Sand Island on the right bank to Rocky Point on the left, so far as the spring salmon fishery is concerned.

Sec. 24.—Weekly Close Times.

(a) The weekly close time for salmon fishing shall be from Friday midnight to Sunday at 6 p.m. in all the waters of British Columbia south of the 51st parallel of north latitude; but salmon traps located west of Gonzales Point, Vancouver Island, are excluded from this close time; provided that in the years 1910, 1911, 1912, 1914, et al., known as "small run" or "off" years, this weekly close time shall be six hours longer, viz, from Saturday at 5 a.m. to Monday following, at 6 a.m. in that part of the Fraser River between New Westminster Bridge and Mission Bridge.

(b) In the waters north of the 51st parallel of north latitude the weekly close time for salmon fishing shall be from Saturday 6 a.m. to Sunday a.m.

(c) The weekly close time for salmon traps located west of Gonzales Point, Vancouver Island, shall be from Friday at 6 p.m. to Sunday following, at 6 a.m.

2. During the weekly close times above specified salmon fishing with nets shall be strictly prohibited.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Tuesday, the 15th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

WHEREAS application has been made by the Cayley Cemetery Company for three acres of the N.E.¼ of Section 24, Township 17, Range 29, west of the 4th Meridian, for cemetery purposes;

And whereas the Minister of the Interior is of opinion that this application should be favourably considered,—

Therefore His Excellency in Council is pleased to authorize and doth hereby authorize, under subsection (d) of section 76 of The Dominion Lands Act, a grant to the Cayley Cemetery Company of the three acres applied for which are available for the purpose and which may be more particularly described as follows:—

Beginning at the north-west corner of legal subdivision 16 of the said Section, thence southerly follow-

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ing the west boundary of the said legal subdivision a distance of three hundred and thirty feet; thence easterly parallel to the north boundry of the said legal subdivision a distance of three hundred and ninety-six feet; thence northerly parallel to the said west boundary of the said legal subdivision a distance of three hundred and thirty feet more or less to the said north boundary; thence westerly following the said north boundary a distance of three hundred and ninety-six feet more or less to the place of beginning, and containing by admeasurement three (3) acres more or less.

F. K. BENNETTS,
39–4 Asst. Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Tuesday, the 22nd day of March, 1910.

PRESENT:

HIS EXCELLENCY THE DEPUTY GOVERNOR GENERAL IN COUNCIL.

WHEREAS provision has been made by the Government of the United States for re-establishing the reciprocal arrangement between that country and the Province of Ontario in regard to the exemption from tonnage dues on the Great Lakes and their connecting and tributary waters;

And whereas it is in the interest of shipping in these waters to restore such exemption;

Therefore His Excellency in Council is pleased to order that the Order in Council of the 2nd November, 1909, imposing, on and after the 1st December, 1909, the collection of harbour masters' fees from United States vessels entering ports in the Province of Ontario, shall be and the same is hereby rescinded.

His Excellency is further pleased to authorize the Minister of Marine and Fisheries to suspend the collection of such fees from United States vessels so long as vessels from Ontario ports are entitled to enter United States ports, otherwise than by sea, without the payment of a tonnage tax.

F. K. BENNETTS,
39–3 Asst. Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 11th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

HIS Excellency, by and with the advice of the King's Privy Council for Canada, is pleased to order that the Regulations established by the Order in Council of the 3rd May, 1907, in virtue of the provisions of The Cold Storage Act, shall be and the same are hereby rescinded, and the following Regulations substituted therefor.

His Excellency is further pleased to order that this Order in Council shall come into force on and from the date of the publication thereof in the *Canada Gazette*.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

REGULATIONS.

1. The Minister of Agriculture may make appointments of inspectors and other persons for the enforcement of the Act.

2. No application shall be considered for any cold storage warehouses except those equipped with mechanical refrigeration, including the Gravity Brine system, nor for any place where any such cold storage already exists or where the proposed cold storage would compete directly with other establishments of the same class.

3. Application for a subsidy under the Act shall be made in the following form, which shall be known as Schedule A:—

SCHEDULE A.

APPLICATION FOR A COLD STORAGE SUBSIDY.

To the Honourable
The Minister of Agriculture,
Ottawa.

SIR,—The undersigned hereby makes application, in triplicate, for a subsidy on a public cold storage warehouse to be erected at....., in the Province of....., according to the terms of The Cold Storage Act.

The following particulars refer to the proposed cold storage warehouse, namely:—

PARTICULARS.

Size of building, in cubic feet.....
Total refrigerated space, in cubic feet.....
Capacity, in cubic feet, of space, if any, intended for the storage of fish, butter, meats or other goods at freezing temperatures.....
Capacity, in cubic feet, of space, if any, intended for the storage of cheese, eggs, fruit or other goods at temperatures above 30 degrees.....
Number of separate chambers.....
Kinds of material to be used in the construction of the building.....
.....
.....
.....
Kind of insulation to be used.....
.....
Kind of goods for which storage at suitable temperatures will be provided.....
.....
System of mechanical refrigeration to be used.....
.....
Capacity of refrigerating machinery, in tons of refrigeration per 24 hours.....
Source of available water supply.....
.....
Estimated cost of building, equipment and water supply, including site.....$.....
Cost of site.....$.....
Will the whole building be used for the purposes of a public cold storage?.....
.....
If not, what proportion will be set aside for the public use?.....
.....
.....
.....
.....
.....19....

4. Applications for a cold storage subsidy shall be made in triplicate on forms supplied by the Department of Agriculture, and the following information, also in triplicate, shall be submitted with each application:—

(*a*) A plan of the warehouse, showing details of the construction.

(*b*) A specification of the insulation, with detailed drawings.

(*c*) A specification of the refrigerating machinery.

(*d*) A sketch showing the location of the proposed warehouse in relation to railways and wharves.

(*e*) A copy of the rates which it is proposed to charge for storage.

(*f*) The full names of the President and the Secretary of a limited liability company, or the full names of all the members of an ordinary partnership, must accompany the application in order to be included in the contract.

(*g*) The authorized capital; the subscribed capital; a list of the subscribers, and the amount subscribed by each, if the applicant is a limited liability company.

5. The rates for storage as originally approved by the Governor in Council shall not be raised without further approval by the same authority.

6. Nothing in these regulations shall prevent owners of subsidized cold storage warehouses from entering into special contracts with customers for the maintenance of temperatures other than those herein specified.

7. The first instalment of the subsidy shall not be paid until the applicant shall have presented proper vouchers for the cost of building, equipment, site and other expenditures.

8. The owners of cold storage warehouses to which the subsidy or any part thereof has been paid, may be required to make an annual report to the Minister of Agriculture in such form as may be prescribed. 39–2

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Monday, the 7th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

WHEREAS the Department of Agriculture has requested that Sections 2, 3, 4, 5 and 6, in Township 1, Range 8, west of the Fourth Meridian, be reserved for the purpose of an Animals' Quarantine;

And whereas the lands in question are available and it is in the public interest that the application should be favourably considered,—

Therefore, His Excellency in Council is pleased to order that the said Sections 2, 3, 4, 5 and 6, in Township 1, Range 8, west of the Fourth Meridian, shall be and the same are hereby reserved and set apart for the purpose of an Animals' Quarantine accordingly.

F. K. BENNETTS,
38–4 Asst. Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 11th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

HIS Excellency, under the provisions of section 27, of chapter 113 of the Revised Statutes of Canada, and by and with the advice of the King's Privy Council for Canada, is pleased to grant permission to change the name of the barge "Sandy Hook" official number 126094, registered at the port of St. Catharines, in the Province of Ontario, to that of "Geraldine Battle."

F. K. BENNETTS,
38–3 Asst. Clerk of the Privy Council.

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 11th day of March, 1910

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Committee, on the recommendation of the Minister of Marine and Fisheries, and in accordance with the provisions of section 851 of the Canada Shipping Act, chapter 113, Revised Statutes of Canada, advise that Mr. T. B. Olding, of Merigomish, N.S., be appointed Harbour Master for that port, to fill the vacancy caused by the resignation of Mr. D. W. McGregor, and that he be allotted to retain as remuneration for his services fees collected by him from vessels entering the port during the calendar year to the amount of $200 per annum.

F. K. BENNETTS,
38–3 Asst. Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Monday, the 7th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of the Interior states under date 26th February, 1910, that Mr. Thomas Philipow went into occupation of the north-west quarter of Section 16, Township 24, Range 9, west of the 2nd Meridian, in 1903 with the consent of the party in whose name the land stood under homestead entry. This entry has now been cancelled. According to information furnished to the Department of the Interior it appears that Mr. Philipow has remained in residence upon the land ever since, and has made extensive improvements thereon.

The Minister submits that Mr. Philipow has exhausted his right to a free homestead, but in view of his long continued residence, and of the improvements made by him, the Minister recommends that under the provisions of section 32 of The Dominion Lands Act, 1908, he be authorized to sell the quarter-section in question to Mr. Philipow at the rate of five dollars ($5.00) per acre, payable one-fourth in cash, and the remainder in three equal annual instalments, with interest at five per cent per annum.

The Committee submit the same for approval.

F. K. BENNETTS,
38–4 Asst. Clerk of the Privy Council.

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AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 11th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

HIS Excellency in Council is pleased to order and doth hereby order that the Regulations governing the disposal of petroleum and natural gas rights, the property of the Crown, in Manitoba, Alberta, Saskatchewan, the North-west Territories, and the Yukon Territory, established by Orders in Council dated the 31st of May, 1901, the 22nd of December, 1902, the 23rd of March and the 1st of October, 1904, the 22nd of July, 1905, and the 26th of December, 1906, be rescinded, and the annexed Regulations substituted therefor.

F. K. BENNETTS,
Asst. Clerk of the Privy Council.

REGULATIONS for the disposal of Petroleum and Natural Gas rights, the property of the Crown in Manitoba, Saskatchewan, Alberta, the North West Territories, the Yukon Territory, and within the tract containing three and one half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in Sub-section (*b*) of Section 3 of the Dominion Lands Act.

"Minister" shall mean the Minister of the Interior of Canada.

1. The petroleum and natural gas rights, which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, the North West Territories, the Yukon Territory, and within the tract containing three and one half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in Sub-section (*b*) of Section 3 of The Dominion Lands Act, may be leased to applicants at a rental of twenty-five (25c.) cents an acre for the first year, and for each subsequent year a rental at the rate of fifty (50c.) cents an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that dur-

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ing the term of the lease he has complied fully with the conditions of such lease and with the provisions of the Regulations in force from time to time during the currency of the lease.

2. No applicant shall be allowed to lease the petroleum and natural gas rights under an area of more than 1,920 acres.

3. If the tract applied for is situated in surveyed territory, it shall consist of sections, or legal sub-divisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its breadth. In unsurveyed territory if at least one of the lines bounding the section or part of section applied for has been surveyed, and such survey has been duly approved, an application for a lease of the petroleum and natural gas rights under such section or part of section may be considered under the provisions of this section of the Regulations.

4. Application for a lease of the petroleum and natural gas rights on surveyed lands shall be filed by the applicant in person with the Agent of Dominion Lands for the district in which the rights applied for are situated, or with a sub-agent for such district, for transmission to the agent, but priority of application shall be based upon the date of the receipt of such application in the office of the Agent of Dominion Lands for the district.

5. In case the surface rights of the tract applied for have been patented, or have been disposed of by the Crown under any Act or Regulation which contemplates the earning of patent for such surface rights, the lease shall not authorize entry thereon except with the written consent of the owner or occupant being first had and obtained. In the case of a timber licence, grazing or coal mining lease, mining claim, or other form of terminable grant which does not contemplate the issue of patent, the permission of the Minister to enter upon the land must first be obtained, which permission will be made subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

6. If the rights applied for are situated in unsurveyed territory, application for a lease shall be made by the applicant in person to the Agent of Dominion Lands for the district in which the rights applied for are situated, or to a sub-agent for such district, for transmission to the agent.

7. The application shall contain a description by metes and bounds of the tract applied for, and shall be accompanied by a plan showing the position of such tract in its relation to some prominent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the tract applied for being definitely shown in the records of the Department. Such tract must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

The application shall be accompanied by evidence supported by affidavit to show that the following requirements have been fully complied with by the applicant in person, and not through another :—

(*a*) That the tract applied for has been duly defined on the ground by planting a wooden post at least four inches square, and standing not less than four feet above the ground, at one angle or corner of the said tract.

(*b*) Upon such post shall be inscribed the name of the applicant, the date of the location, the angle represented by the post, the length and direction of the boundaries of the tract applied for. Thus: A.B.'s petroleum location N.E. corner (meaning the North East corner), this claim extends three miles west and one mile south from this post, or as the case may be.

(*c*) That a written or printed notice has been posted on a conspicuous part of the tract applied for, setting out the intention of the applicant to apply, within thirty days from the date of such notice, for a lease of the petroleum and natural gas rights upon or under the said track.

8. In case the tract applied for is located on the margin of a river or lake, it shall not include more than one mile in direct distance along such water frontage, and shall be marked on the ground by two legal posts firmly fixed in the ground, one at each end of such front boundary. Parallel lines shall be drawn from each end of the front boundary at right angles thereto if possible, and extended back as far as may be necessary to include a total area of not more than 1920 acres, the length of the location, however, not to exceed three miles. The posts shall be numbered 1 and 2, respectively. It shall not be lawful to remove post No. 1, but No. 2 Post may be moved by a Dominion Lands Surveyor if the distance between the posts exceeds the length prescribed by these regulations, but not otherwise. The required notice of application shall, in such case be posted conspicuously on the location near the margin of the river or lake on which its fronts.

9. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated, or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the Agent, or Sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the Agent, or Sub-agent.

10. Where two or more persons lay claim to the same location, or to portions of the same locations, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed, shall be made to conform to the Dominion Lands System of Survey if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions—as nearly as may be the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

12. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed shall be subject to the withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

13. The lease shall bear date from the day upon which the application is granted and the rental for the first year at the rate of twenty-five (25c.) cents an acre shall be paid within thirty days from such date, otherwise the application shall absolutely lapse, and the rights applied for shall become available for other disposition. If during the term of the lease the lessee shall fail to pay the rental in advance for each subsequent year, at the rate of fifty (50c.) cents an acre per annum, within thirty days after the date upon which the same becomes due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of all the rights which the lessee had in the said lease.

Provided that if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in writing, and if the lessee, before the end of the year in respect of which application was made, submits evidence to the Land Agent, or Sub-Land Agent, of the district in which the leasehold is situated, in the form of affidavits by himself and two reliable witnesses, that during such year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these Regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance of rental due, will render the lease liable to cancellation, as hereinbefore provided.

14. The lessee shall within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Minister may consider necessary, and he shall within the same period furnish evidence supported by affidavit showing the character, quantity and value of the machinery so installed and the date of its installation. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Minister. Provided, however, that the Minister shall not require that the value of the machinery so installed shall exceed the sum of five thousand ($5,000.00) dollars.

15. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Minister, with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Minister, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation, in the discretion of the Minister, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand ($2,000) dollars has been expended in actual boring operations, by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure was incurred.

16. The lease shall in all cases include only the oil and natural gas rights, which are the property of the Crown, but the lessee may, upon application, be granted a yearly lease at a rental of one ($1.00) dollar an acre per annum payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Minister may consider necessary for the efficient and economical working of the rights granted him.

17. Should oil or natural gas in paying quantity be discovered on the leasehold, and should such discovery be established to the satisfaction of the Minister, the lessee will be permitted to purchase at the rate of ten ($10.00) dollars an acre whatever area of the available surface rights of the tract described in the lease the Minister may consider necessary for the efficient operation of the rights granted him.

18. If it is not established to the satisfaction of the Minister that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Minister.

19. The boundaries beneath the surface of a location shall be vertical planes or lines in which their surface boundaries lie.

20. A fee of five ($5.00) dollars shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

21. The lease shall be in such form as may be determined by the Minister of the Interior, in accordance with the provisions of these Regulations.

22. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, without the consent in writing of the Minister being first had and obtained.

23. No royalty shall be charged upon the sales of the petroleum acquired from the Crown under the provisions of the Regulations, up to the 1st day of January, 1930, but provision shall be made in the leases issued for such rights that after the above date the petroleum products of the location shall be subject to whatever regulations in respect of the payment of royalty may then or thereafter be made.

24. A royalty at such rate as may from time to time be specified by Order in Council may be levied and collected on the natural gas products of the leasehold.

25. At the end of each year of the term of the lease the lessee shall furnish a statement supported by affidavit showing the number of days during the year that operations were carried on upon the location; the number of men so employed; the character of the work done; the depth attained; the total expenditure incurred; a detailed statement setting out fully the purpose for which such expenditure was incurred; the quantity of crude oil or natural gas obtained; and the amount realized from the sale thereof. Failure to furnish such yearly return will render the lessee subject to a fine of ten ($10.00) dollars a day for each day's delay in furnishing the sworn statement; and after three months' delay the lease shall be subject to cancellation.

These Regulations shall come into force on the second day of May, 1910. 38-4

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[394]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 4th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

WHEREAS representations have been made to the Department of the Interior from time to time by the City of New Westminster and by the Vancouver Power Company in connection with a reservation of the lands comprising the catchment basin or drainage area of Coquitlam Lake in the Railway Belt, in the Province of British Columbia;

And whereas the City of New Westminster obtains its water supply from Coquitlam Lake and has applied for a large area surrounding the lake to protect and preserve its water supply from contamination;

And whereas the Vancouver Power Company uses Coquitlam Lake for reservoir and storage purposes in connection with its water power development on the north arm of Burrard Inlet, and has applied for a reservation of all the lands with timber thereon, draining into Coquitlam Lake in order that the rainfall may be conserved and the run-off regulated;

And whereas an engineer of the Department of the Interior after a personal inspection, reports: "It would "be to the best interest of all concerned if the Department extended the reservation of the land immediately "surrounding Coquitlam Lake, applied for by the City "of New Westminster, to contain all the lands within "the lake's catchment basin. The rainfall is very heavy "over the Coquitlam Lake district with a consequent "heavy run-off. The water supply of the City of New "Westminster and the increasing requirements of the "Vancouver Power Company for water for power purposes renders necessary the conserving and protection "of the forest cover on all land draining into Coquitlam Lake in order that the run-off may be gradual and "constant. There are at present no settlers within the "Coquitlam Lake drainage area and it would be advisable if entry into this area for any purpose except "that of the Power Company and the City of New "Westminster be upon permission of the Minister of "the Interior. No accurate survey of the height of "land surrounding Coquitlam Lake has been made but "from reconnaissance and exploratory surveys by the "engineers of the Vancouver Power Company the following townships will very nearly cover the watershed of Coquitlam Lake, viz:—

"W.½ Fractional township 4, range 6, west 7th Meridian.

"W.½ & N.E.¼ of township 5, range 6, west 7th Meridian.

"Township 6, range 6, west 7th Meridian.

"Fractional township 7, range 6, west 7th Meridian.

"Sections 1, 12, 13, 24, 25 & 36 in fractional township 5, range 7, west 7th Meridian.

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Therefore His Excellency in Council, in view of the Report made by the Departmental Engineer, in view of the necessity for the protection of the water supply of the City of New Westminster, and in view of the necessity for conserving and regulating the run-off of the said watershed,—is pleased to order, and it is hereby ordered, that the land described above, excepting thereout the land sold and to be sold and leased to the Vancouver Power Company for the purposes of its power development, shall be reserved from all settlement and occupation and the timber thereon shall be reserved from sale, except such sales as may be authorized by the Governor in Council; and further that all persons shall be prohibited from entering upon the said lands so reserved except only such persons as are duly authorized by the Minister of the Interior in connection with the water supply of the City of New Westminster, the works of the Vancouver Power Company or for such other purposes as the Minister of the Interior may deem necessary in the public interest.

RODOLPHE BOUDREAU,
38–4 Clerk of the Privy Council.

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[416]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Saturday, the 12th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of Interior, under date 2nd March, 1910, reports that representations have been made to the Department of the Interior that it would be in the interests of the School Land Endowment, in view of the increasing demand for land in that part of Alberta, and of the bountiful harvest of last year, to offer for sale by public auction at an early date the undisposed of School Lands in the vicinity of Camrose and Medicine Hat, Alberta,—

The Minister, therefore, recommends, as the Alberta Government has expressed its concurrence in this view and as he also concurs therein, that he be authorized to hold auction sales of the undisposed of School lands in that part of the Province at Camrose and Medicine Hat some time during the coming Spring or in the early part of the Summer, the dates to be determined as soon as the necessary inspections and valuations have been made, the lands to be offered subject to an upset price determined by valuation, and subject also to the terms and conditions of the Dominion Lands Act relating to auction sales of School Lands.

The Committee submit the same for approval.

F. K. BENNETTS,
38–4 Asst. Clerk of the Privy Council.

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[261]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Tuesday, the 1st day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

WHEREAS by Section 29 of the Quartz Mining Regulations, approved by Order in Council of the 13th August, 1908, it is provided that the Minister of the Interior may grant a location for the mining of iron and mica, not exceeding 160 acres in area, which shall be bounded by due North and South and East and West lines, and its breadth and length shall be equal;

And whereas under the provisions of the above Regulations, the grantee of such a claim is entitled not only to the iron and mica, but also to the surface rights of the claim for which he may receive entry, and upon his complying with the requirements of the Regulations, and making payment at the rate of $1.00 an acre, he is entitled to a patent for the surface, as well as the iron and mica under the location;

And whereas the grantee of such a claim would not appear to require the entire surface of the location in order to efficiently and economically operate the minrals thereunder;

Therefore, His Excellency in Council is pleased to order that Section 29 of the said Quartz Mining Regulations shall be and the same is hereby amended by adding the following paragraph thereto:—

"The grant issued for such a location shall include "the right to the iron and mica only, and shall not "include the surface. The grantee may, however, "upon application, be permitted to purchase at the "rate of $10.00 an acre whatever area of the available "surface rights thereof the Minister may consider "necessary for the efficient and economical working of "the rights granted."

RODOLPHE BOUDREAU,
37–4 Clerk of the Privy Council.

[16-369]

AT THE GOVERNMENT HOUSE AT OTTAWA

Tuesday, the 1st day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

INTERIOR:—

THE Board recommends that Messrs. P. R. A. Belanger, L. E. Fontaine, G. J. Lonergan and C. F. Miles, Inspectors of Surveys, be appointed as Special examiners under the provisions of the Dominion Lands Surveys Act.

Section 12 of the said Act provides that "The Minister may cause examinations of candidates for admission as articled pupils or for commissions as Dominion land surveyors to be held at such times and places as he directs by one of the members of the Board or by a special examiner who is a Dominion land surveyor and is appointed thereto by the Governor in Council."

RODOLPHE BOUDREAU,
37–4 Clerk of the Privy Council.

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[393]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 4th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of the Interior, under date of the 1st March, 1910, refers to the Order in Council, dated September 9th, 1909, relating to the water power development at Coquitlam Lake in the Railway Belt of British Columbia by the Vancouver Power Company, and particularly to the last paragraph of the said Order, in which approval is given of the plans of the dam and works of the proposed further development of the said Vancouver Power Company's hydraulic undertaking, but on the express understanding that nothing in the said Order contained shall warrant the said company in claiming the granting by this government of rights in the waters of Coquitlam Lake and River, additional to those granted by Order in Council, dated 15th April, 1902, except under Regulations which shall be similar to those now in force governing the administration of water power in connection with the Dominion Lands in Manitoba, Saskatchewan and Alberta, and in the issuing of a licence for the use of water to the said company, such licence shall conform to Clauses 1, 2, 3, 5, 6, 7, 8 and 10 of the said Regulations.

The Minister states that sub-section "F" of Clause 8 of the Regulations referred to in the said last paragraph of the Order in Council contemplates the return of the water diverted for power purposes to the stream or other source of water of the amount so diverted, but in the case of the Vancouver Power Company the works already completed by the company divert a portion of the waters of Coquitlam Lake, used for power purposes by means of a tunnel about two and one-half miles long to a smaller lake named Lake Buntzen and from thence to the North Arm of Burrard Inlet. These works were carried out under authority of the Government of the Province of British Columbia, and authority having been also sought from this government, such authority, by way of quit claim without warranty of title, was given.

The Minister represents that the plans for the further development of the hydraulic undertaking of the company, approved by the said Order in Council, require that the water used for power purposes will continue to flow into the North Arm of Burrard Inlet.

The Minister, therefore, recommends that the reference in the said last paragraph of the Order-in-Council to Section 8 of the said Regulations shall not apply to sub-section "F" of the said Section 8 so far as the said sub-section is inconsistent with the design of the said plans to divert the water as aforesaid.

The Committee submit the same for approval.

RODOLPHE BOUDREAU,
37–4 Clerk of the Privy Council.

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[345]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 4th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of the Interior states, under date the 18th February, 1910, that by Order in Council of the 21st May, 1895, that portion of the south-east quarter of Section 34, Township 7, Range 1, west of the 5th Meridian, lying south of Old Man River, was reserved for stock-watering purposes.

The Minister further states that this land has been inspected by an officer of the Department of the Interior, and a report made to the effect that the country in the vicinity thereof has been fenced, and in consequence the land is not now of any use for the purpose for which it was set apart.

The Minister, therefore, recommends that the land be withdrawn from reserve.

The Committee submit the same for approval.

RODOLPHE BOUDREAU,
37–4 Clerk of the Privy Council.

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[344]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 4th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

HIS Excellency in Council is pleased to order that the Order in Council of the 23rd December, 1885, giving authority for the grant to the Town of Calgary, for cemetery purposes, of a portion (therein described) of the E. ½ of Section 18, Township 24, Range 1, west of the 5th Meridian, containing 80 acres, and the Order in Council of the 26th March, 1889, amending the same, shall be and the same are hereby rescinded;

His Excellency is further pleased to authorize and doth hereby authorize the grant, under sub-section 'd' of section 76 of The Dominion Lands Act, to the City of Calgary for park purposes, of all that portion of the E.½ of the said section eighteen in the twenty-fourth Township in the first Range west of the Fifth Meridian (as shown on plan herewith), which may be described as follows:—

Composed of all that portion of the east-half of section eighteen in the twenty-fourth Township, in the First Range west of the Fifth Meridian, which lies to the north of a line drawn parallel with and ten chains perpendicularly distant southerly from the north boundary of the south-east quarter of the said section and to the south of the southern limit of a proposed road crossing the said half-section, which said southern limit may be more particularly described as follows:—Beginning at a point on the east boundary of the said half-section, distant one hundred and fifty feet measured northerly along said east boundary from the south-east corner of the north-east quarter of the said section; thence north fifty-five degrees and fifty-three minutes west a distance of ten hundred and eighty feet and four inches; thence north seventy-three degrees and fifty-three minutes west a distance of eighteen hundred and twenty-four feet more or less to a wooden post planted on the west boundary of the said half-section, distant twelve hundred and seventy-eight feet measured northerly along said west boundary from the south-west corner of the said north-east quarter section, and containing by admeasurement ninety and fourteen hundredths (90·14) acres more or less.

RODOLPHE BOUDREAU,
37–4 Clerk of the Privy Council.

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[352]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 4th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of the Interior states, under date the 15th February, 1910, that Mr. George F. Curtis, of Bethune, Sask., obtained homestead entry on the 13th January, 1906, for the N.E.¼ of Section 6, Township 22, Range 23, west 2nd Meridian. In the month of September following Mr. Curtis went into actual residence upon the land, but, owing to the destruction of his house by fire soon afterwards, he was compelled to remain away from his homestead until the middle of the month of February, 1907, when he again resumed his residence and remained in occupation for two continuous periods of over six and seven months, respectively, until the end of the month of December, 1908, when he temporarily left thinking that he had duly completed the required six months in each of his three homesteading years. As a matter of fact, however, although Mr. Curtis had more than put in the required time during the years 1907-8 and 1908-9, he was short in his residence during his first year, owing to the destruction of his house by fire.

The Minister further states that it would appear that Mr. Curtis broke 40 acres on his land during the first year, 25 acres during the 2nd, cropping 40 acres, and that during the last year he had under crop 65 acres, together with substantial buildings valued at $450.00. Although he is a bona fide settler and the residence and improvements he has but in on his homestead should equitably entitle him to his patent, there is a technical defect in so far as his residence is concerned which would not permit of his application for patent being approved by the Commissioner.

The Minister recommends, under the circumstances, that he be authoribed, under subsection (*l*) of section 76 of The Dominion Lands Act, to sell the quarter-section in question to Mr. Curtis in lieu of further residence, the price therefor to be at the rate of $1.00 per acre, on the usual terms of payment.

The Committee submit the same for approval.

RODOLPHE BOUDREAU,
37–4 Clerk of the Privy Council.

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[376]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 4th day of March, 1910.

PRESENT:

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of the Interior under date 24th February, 1910, states that it is desirable to have an investigation in relation to the performance of homestead duties by John Ernest Nelson in connection with the north-east quarter of Section 4, Township 26, Range 2, west of the 5th Meridian.

The Minister, therefore, recommends that James Alexander Bannerman, Assistant Inspector of Dominion Land Agencies, be authorized under the provisions of The Dominion Lands Act, paragraph "G," section

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76, chapter 20, 7-8 Edward VII, to investigate the said question, and for that purpose to summon, by subpoena, any person or persons, and examine such person or persons under oath, and to compel the production of papers and writings at such investigation.

The Committee submit the same for approval.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

37-4

[222]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 4th day of March, 1910.

PRESENT :

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of the Interior states, under date 2nd February, 1910, that it is desirable to have an investigation in relation to the performance of homestead duties by John R. Thompson in connection with the south-east quarter of Section 18, Township 26, Range 1, west of the 5th Meridian.

The Minister, therefore, recommends that James Alexander Bannerman, Assistant Inspector of Dominion Lands Agencies, be authorized under the provisions of The Dominion Lands Act, paragraph "G," section 76, chapter 20, 7-8 Edward VII, to investigate the said question, and for that purpose to summon, by subpoena, any person or persons, and examine such person or persons under oath, and to compel the production of papers and writings at such investigation.

The Committee submit the same for approval.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

37-4

[410]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 11th day of March, 1910.

PRESENT :

HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

WHEREAS by Order in Council of the 21st May, 1895, the north-west quarter of Section 14, Township 16, Range 2, west of the 5th Meridian, was reserved for stock-watering purposes ;

And whereas an inspection of this land has been made by the Inspector of Ranches, who reports that it is no longer required for stock-watering purposes,—

Therefore, His Excellency in Council is pleased to order and doth hereby order that the said quarter-section be withdrawn from the reserve.

F. K. BENNETTS,
Asst. Clerk of the Privy Council.

38-4

RAILWAY COMMISSION.

Order No. 9894.

THE BOARD OF RAILWAY COMMISSIONERS FOR CANADA.

Wednesday, the 16th day of March, A.D. 1910.

HON. J. P. MABEE,
Chief Commissioner.

S. J. MCLEAN,
Commissioner.

IN THE MATTER OF the application of the Grand Trunk Pacific Railway Company, under section 327 of The Railway Act, for the approval of its Standard Freight Tariff C.R.C. No. 6, cancelling its Standard Freight Tariff C.R.C. No. 5, and applying between its stations in the Provinces of Saskatchewan and Alberta (east of Wolf Creek, Alta.) and on traffic between the said stations and the company's stations in the Province of Manitoba, on file with the Board under file No. 5782.5.

UPON the report and recommendation of the Chief Traffic Officer of the Board—

It is ordered that the said tariff be, and it is hereby approved ; the company to publish the same, with a copy of this order, in at least two consecutive weekly issues of *The Canada Gazette.*

(Signed), J. P. MABEE,
Chief Commissioner,
Board of Railway Commissioners for Canada.

C.R.C. No. 6 — RE-ISSUE — C. 6
Cancels C.R.C. No. 5 — NEW RATES. — Cancels C. 5

GRAND TRUNK PACIFIC RAILWAY.

STANDARD FREIGHT MILEAGE TARIFF

Between Grand Trunk Pacific Railway Stations in the Provinces of Saskatchewan and Alberta (East of Wolf Creek, Alta.) Also on Interchange Traffic between stations defined above and stations in Manitoba.

To be applied in the absence of Tariffs quoting lower rates.

Governed by Canadian Classification and subject to General Rules and Conditions as shown below.

SMALLS.—The minimum charge for any complete shipment of one or more classes, between any two stations, will be 100 lbs. at first class rate, but not less than 35 cents.

CARTAGE.—The rates in this Tariff are entirely exclusive of cartage.

This tariff will apply to traffic carried upon the Grand Trunk Pacific Railway under the authority of Orders of the Board of Railway Commissioners for Canada, made under subsection 7, section 261 of The Railway Act. Effective 11th April, 1910.

J. E. DALRYMPLE,
Asst. Freight Traffic Manager,
Winnipeg, Man.

Issued at Winnipeg, Man., 26th March, 1910.

Approved by Board of Railway Commissioners, 16th March, 1910.

Distance Miles.	Classes in cents per 100 lbs.									
	1	2	3	4	5	6	7	8	9	10
10	14	12	9	7	6	6	6	6	5	5
15	17	14	11	8	7	7	6	7	6	5
20	19	17	13	10	9	8	7	8	7	6
25	22	19	15	11	10	9	8	9	8	6
30	25	21	17	13	12	10	8	10	9	6
35	27	22	19	14	13	11	9	11	10	7
40	29	24	19	15	14	12	10	11	10	7
45	31	26	20	16	15	12	10	12	11	8
50	32	27	22	17	16	13	11	12	11	8
55	34	29	23	18	16	14	12	12	12	9
60	36	31	24	19	17	15	12	13	13	9
65	38	31	25	19	18	16	12	13	14	10
70	40	33	27	20	19	17	13	14	15	10
75	42	35	28	21	19	17	13	14	15	11
80	43	36	29	22	20	18	14	15	16	11
85	45	38	31	23	21	18	14	15	17	12
90	47	40	31	24	22	19	14	16	17	12
95	49	41	32	24	22	19	15	16	17	12
100	50	42	33	25	23	19	15	16	18	13
110	53	44	35	27	24	20	16	17	19	13
120	56	46	37	28	25	20	16	18	20	14
130	58	49	39	29	26	21	17	18	21	14
140	61	51	41	31	28	22	18	19	22	15
150	64	54	43	32	29	23	18	19	23	15
160	67	56	44	33	30	24	19	20	24	15
170	68	57	45	34	31	25	19	21	25	16
180	70	59	47	35	31	26	19	21	26	16
190	72	60	48	36	32	27	20	22	27	17
200	74	62	50	37	33	28	20	22	28	17
210	77	64	51	38	34	29	21	23	29	18
220	79	67	53	40	35	30	21	23	29	18
230	81	68	55	41	36	31	22	24	30	19
240	83	69	56	42	37	31	23	24	31	19
250	85	71	56	43	38	32	23	25	32	19
260	87	72	58	43	39	33	24	25	32	19
270	89	74	59	44	40	33	25	25	33	20
280	92	76	60	45	41	34	25	26	34	20
290	93	77	61	46	42	35	26	26	34	21
300	94	79	63	47	43	36	26	27	35	21
310	97	81	65	49	43	37	27	27	36	22
320	99	82	66	50	44	37	27	28	37	22

Distance Miles.	Classes in cents per 100 lbs.									
	1	2	3	4	5	6	7	8	9	10
330	101	84	68	51	45	38	28	28	38	23
340	103	86	68	52	46	39	29	29	39	23
350	105	87	69	53	47	40	29	29	40	23
360	106	89	70	54	48	40	30	30	40	24
370	107	91	72	55	49	41	30	30	41	24
380	110	92	74	56	50	42	30	31	42	25
390	112	93	75	56	51	43	31	31	43	25
400	114	95	76	57	52	43	31	31	43	25
410	116	96	77	58	53	44	31	32	44	26
420	117	98	79	59	54	45	31	32	45	26
430	119	100	79	60	55	46	32	33	46	27
440	121	101	80	61	56	46	33	33	46	27
450	123	103	82	62	56	47	33	33	47	27
460	125	104	83	63	56	48	34	34	48	28
470	127	105	84	64	57	49	34	34	49	28
480	129	107	86	65	58	49	34	34	49	29
490	130	109	87	66	59	50	35	35	50	29
500	132	110	88	67	60	51	35	35	51	30
525	137	115	92	68	62	53	36	36	53	31
550	142	118	94	70	63	54	38	37	54	32
575	146	122	97	73	66	56	39	38	56	33
600	150	125	100	75	68	57	40	39	57	34
625	154	129	102	77	68	59	41	40	59	34
650	159	132	106	79	71	61	42	41	61	36
675	163	136	108	81	73	63	43	42	63	37
700	166	139	111	83	75	65	44	42	65	38
725	171	142	114	86	77	66	45	43	66	39
750	175	146	116	87	78	68	47	44	68	40
775	178	149	119	90	80	69	48	45	69	41
800	182	151	121	91	82	71	49	45	71	42
825	186	155	124	92	83	72	50	46	72	42
850	189	158	126	94	85	74	52	47	74	43
875	193	161	129	96	87	75	53	47	75	44
900	197	164	131	98	89	77	53	48	77	45
925	200	167	134	100	90	78	54	49	78	46
950	204	170	136	101	91	80	56	50	80	47
975	208	174	139	103	93	82	57	50	82	48
1000	211	176	140	105	94	83	58	51	83	48

When rates are not shown in the table for the exact distance, use the rates given for the next greater distance.

GENERAL RULES AND CONDITIONS.

The rates named herein apply to or from the company's freight warehouses or station sidings, also to or from the sidings of connecting railways at points common with this railway where inter-switching arrangements have been established, subject, however, to the tariffs published by connecting railways in regard to inter-switching service, and to the published tariff of this company containing rules governing the absorption of such connecting lines' switching charges.

And are further subject :

To the General Rules and Conditions of Carriage adopted by this company ;

To the published tariffs containing additional charges, if any, for Switching, Terminal Service, Storage, Car Service, Diverting or Re-consigning, or other charges, rules or regulations at points of origin, destination or en route, which may in any wise change, affect or determine any part of the aggregate of the rates contained herein, or privileges or facilities granted, or allowed, or deliveries made ;

To the prepayment of charges on shipments destined to stations at which agents have not been installed ;

To the convenience of the Construction Department as to all shipments accepted for transportation. 40-2

GOVERNMENT NOTICES.

DOMINION LANDS SURVEYS ACT.

WHEREAS the Minister of the Interior has received a petition from the owners of lands or from persons holding lands as homesteads or under lease, licence or agreement of sale, in township two, range twelve, township forty-eight, range twenty-eight and townships forty-eight and forty-nine, range twenty-seven, west of the second meridian, representing that part or the whole of the monuments of the original survey of the said townships have disappeared and cannot be found, public notice is hereby given that under the authority of section 58 of The Dominion Lands Surveys Act, the Minister has ordered a resurvey of the said townships.

Any person claiming to know the position of one or more of the survey monuments defining the lands to be resurveyed or to be in possession of information whereby the position of such monument or monuments can be established, is requested to give notice thereof by registered letter addressed to the Minister of the Interior, on or before the 15th May, 1910.

E. DEVILLE,
Surveyor General of Dominion Lands.

Ottawa, 23rd March, 1910. 40-4

BOARD OF EXAMINERS FOR DOMINION LAND SURVEYORS.

NOTICE is hereby given that under the provisions of The Dominion Lands Surveys Act, the Board of Examiners for Dominion Land Surveyors will meet on Saturday, the thirtieth of April, 1910, and hold examination of candidates for admission as articled pupils, or for Commissions as Dominion Land Surveyors, at Ottawa and Toronto in the Province of Ontario, at Montreal in the Province of Quebec, at Winnipeg in the Province of Manitoba, and at Vancouver in the Province of British Columbia.

F. D. HENDERSON,
Secretary of the Board of Examiners for Dominion Land Surveyors.

Ottawa, 31st March, 1910. 40-4

COPYRIGHTS

Entered during the week ending 30th March, 1910, at the Department of Agriculture—Copyright and Trade Mark Branch.

22156. "The Final Rehearsal." Musical Sketch. In One Act. By Emma Carter Seymour. (Book.) Emma Carter Seymour, Niagara Falls, Ont., 24th March, 1910.

22157. "Official Telephone Directory, Eastern Ontario, March, 1910." (Book.) The Bell Telephone Company of Canada, Limited, Montreal, Que., 24th March, 1910.

22158. "Just We Two." Duet. Words and Music by Benjamin Hapgood Burt. Jerome H. Remick & Company, New York, N.Y., U.S.A., 26th March, 1910.

22159. "The Big College." (The School of the Golden Rule.) Words and Music by Benjamin Hapgood Burt. Jerome H. Remick & Company, New York, N.Y., U.S.A., 26th March, 1910.

22160. "We'll Cut A Ring from the Moon." Ballad. Words by Marcelin Peerie. Music by Reginald de Koven, Op. 335. No. 1. Jerome H. Remick & Company, New York, N.Y., U.S.A., 26th March, 1910.

22161. "Alma." Words by Adolph Philipp. Music by Jean Briquet. Whaley, Royce & Company, Limited, Toronto, Ont., 26th March, 1910.

22162. "Toasts and Ballads : Witty, Sad, Gay, Wise, and Otherwise." (Book.) McLeod & Allen, Toronto, Ont., 26th March, 1910.

22163. "The Cooling and Stirring of City and Factory Milk in Closed and Hermetically Sealed Cans and Vessels." From a Lecture by S. M. Barré. (Pamphlet.) Stanislas Morrier Barré, Montréal, Qué., 26th March, 1910.

22164. "Gas Journal of Canada." February, 1910. (Book.) Gas Journal Publishers, Limited, Toronto, Ont., 26th March, 1910.

22165. "When You've Got A Line of Talk." Words and Music by Benjamin Hapgood Burt. Jerome H. Remick & Company, New York, N.Y., U.S.A., 29th March, 1910.

22166. "If the Men Never Looked at Me." Words and Music by Benjamin Hapgood Burt. Jerome H. Remick & Company, New York, N.Y., U.S.A., 29th March, 1910.

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22167. "He Died On His Wedding Day." Words and Music by Benjamin Hapgood Burt. Jerome H. Remick & Company, New York, N.Y., U.S.A., 29th March, 1910.

22168. "A Regular Finishing School" Words and Music by Benjamin Hapgood Burt. Jerome H. Remick & Company, New York, N. Y., U.S.A., 29th March, 1910.

22169. "Saturday 1 P.M." Words and Music by Benjamin Hapgood Burt. Jerome H. Remick & Company, New York, N.Y., U.S.A., 29th March, 1910.

22170. "Castle of Dreams." Reverie Serenade. By F. H. Losey, Op. 291. Vandersloot Music Publishing Company, Williamsport, Pennsylvania, U.S.A., 29th March, 1910.

22171. "Bingo." Rag. By F. H. Losey, Op. 286. Vandersloot Music Publishing Company, Williamsport, Pennsylvania, U.S.A., 29th March, 1910.

22172. "Dance of the Buttercups." By F. H. Losey, Op. 292. Vandersloot Music Publishing Company, Williamsport, Pennsylvania, U.S.A., 29th March, 1910.

22173. "By-Laws for Rural Municipalities in the Province of Saskatchewan." (Book.) Henry Lee Wilson, Winnipeg, Manitoba, 29th March, 1910.

22174. "Canada My Country." Words and Music by T. W. Stenhouse. Arranged by G. H. Knight, Mus. Bac. T. W. Stenhouse, Moncton, New Brunswick, 29th March, 1910.

22175. "Modern Progress." Literary Work published in Newspapers. (Temporary Copyright.) Thomas S. Linscott, Brantford, Ont., 29th March, 1910.

22176. "Map of the Municipality of Richmond, 1909." By E. A. Cleveland, B.C.L.S. (Plan.) Cleveland and Cameron, Vancouver, British Columbia, 29th March, 1910.

22177. "The Victoria Weekly Rail and Steamship Guide." Vol. I. No. 4. March 18th, 1910. (Bulletin.) John Adam Grieve and Chester Ernest Sampson, Vancouver, British Columbia, 29th March, 1910.

22178. "The Vancouver Weekly Rail and Steamship Guide." Vol. I. No. 3. March 11th, 1910. (Bulletin.) John Adam Grieve and Chester Ernest Sampson, Vancouver, British Columbia, 29th March, 1910.

22179. "Chart of Parker's Arithmetical Table." (Chart.) Thomas Parker, Toronto, Ont., 29th March, 1910.

22180. "The Joy of Living." (Oil Painting.) Florence Carlyle, Woodstock, Ont., 30th March, 1910.

22181. "By What Authority." By Evangelist H. P. Morgan. (Book.) H. P. Morgan, Ottawa, Ont., 30th March, 1910.

GEO. F. O'HALLORAN,
40-1 Deputy of the Minister of Agriculture.

PUBLIC Notice is hereby given that under the First Part of chapter 79 of the Revised Statutes of Canada, 1906, known as "The Companies Act," supplementary letters patent have been issued under the Seal of the Secretary of State of Canada, bearing date the 24th day of March, 1910, increasing the capital stock of "The Canadian Fairbanks Company," Limited, from the sum of six hundred and fifty thousand dollars to the sum of nine hundred thousand dollars, such increase to consist of two thousand five hundred shares of one hundred dollars each.

Dated at the office of the Secretary of State of Canada, this 29th day of March, 1910.

THOMAS MULVEY,
40-2 Under-Secretary of State.

PUBLIC Notice is hereby given that under the First Part of chapter 79 of the Revised Statutes of Canada, 1906, known as "The Companies Act," supplementary letters patent have been issued under the Seal of the Secretary of State of Canada, bearing date the 29th day of March, 1910, increasing the capital stock of "The William Buck Stove Company" (Limited), from the sum of one hundred and fifty thousand dollars to the sum of one million dollars, such increase to consist of eight thousand five hundred shares of one hundred dollars each.

Dated at the office of the Secretary of State of Canada, this 30th day of March, 1910.

THOMAS MULVEY,
40-2 Under-Secretary of State.

PUBLIC Notice is hereby given that under the First Part of chapter 79 of the Revised Statutes of Canada, 1906, known as "The Companies Act," letters patent have been issued under the Seal of the Secretary of State of Canada, bearing date the 29th day of March, 1910, incorporating Francis Isaie Lessard, master plumber, Joseph Eugène Cardinal and Joseph Edmond Lecomte, accountants, Arthur Albert Plante, electrician, and Cyrille Bertrand, tinsmith, all of the City of Montreal, in the Province of Quebec, for the following purposes, viz:—(*a*) To acquire, manufacture and sell plumbers' supplies; (*b*) To act and deal as general contractors for all kinds of plumbing works; (*c*) To construct and take contracts for the construction of aqueducts and all kinds of hydraulic powers; (*d*) To construct and operate electrical powers and others which might be necessary to the benefit of the said company; (*e*) To acquire and buy business or to amalgamate with other business similar to the business of the present company; (*f*) To buy, acquire and build on real estate for the benefit of the said company. The operations of the company to be carried on throughout the Dominion of Canada and elsewhere by the name of "Lessard Company, Limited," with a capital stock of fifty thousand dollars, divided into 500 shares of one hundred dollars each, and the chief place of business of the said company to be at the City of Montreal, in the Province of Quebec.

Dated at the office of the Secretary of State of Canada, this 30th day of March, 1910.

THOMAS MULVEY,
40-2 Under-Secretary of State.

PUBLIC Notice is hereby given that under the First Part of chapter 79 of the Revised Statutes of Canada, 1906, known as "The Companies Act," letters patent have been issued under the Seal of the Secretary of State of Canada, bearing date the 30th day of March, 1910, incorporating Charles Ross Somerville and John McKinnon McDermid, both of the City of London, in the Province of Ontario, manufacturers, John Alexander Phin, of the City of Toronto, in the said Province of Ontario, manufacturer, Henry Rowley and Mayer Mark Swaab, the younger, both of the City of New York, in the State of New York, one of the United States of America, manufacturers, for the following purposes, viz:—To manufacture paper boxes and execute all manner of printing. The operations of the company to be carried on throughout the Dominion of Canada and elsewhere, by the name of "Somerville Paper Box and Printing Company, Limited," with a capital stock of two hundred and fifty thousand dollars, divided into 2,500 shares of one hundred dollars each, and the chief place of business of the said company to be at the City of London, in the Province of Ontario.

Dated at the office of the Secretary of State of Canada, this 31st day of March, 1910.

THOMAS MULVEY,
40-2 Under-Secretary of State.

PUBLIC Notice is hereby given that under the First Part of chapter 79 of the Revised Statutes of Canada, 1906, known as "The Companies Act," letters patent have been issued under the Seal of the Secretary of State of Canada, bearing date the 24th day of March, 1910, incorporating Alfred Bicknell, James William Bain, Gerard Brakenridge Strathy, Frederick Robert MacKelcan, and Molyneux Lockhart Gordon, solicitors, Joseph Edward Riley, accountant, and Harry Riley, law clerk, all of the City of Toronto, in the Pro-

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Regulations for the disposal of petroleum ~~oil~~ and gas on the Indian Reserves in the provinces of Alberta and Saskatchewan and the Northwest Territories.

PROSPECTING.

The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum ~~oil~~ and gas on Indian Reserves in Alberta, Saskatchewan and in the Northwest Territories after surrender of the ~~oil~~ petroleum and gas by the Indians in accordance with the provisions of the Indian Act, on a defined area to be determined by the Superintendent General of Indian Affairs, such permission not to extend for a period of more than ~~five~~ 3 years, and to include necessary surface rights for the purpose of carrying on operations, payment for which to be made at the rate of $1.00 per acre per annum, the rental for the remainder of the area to be fixed by the Superintendent General of Indian Affairs, and the permit to specify the terms as to boring plant to be put in during the first year, and as to operations during the following years or until ~~oil~~ petroleum or gas is found, and shall provide that water shall be shut off when drilling ~~to~~ embody such other conditions as may be considered by the Superintendent General in the interests of the Indians.

OPERATING.

1. When ~~oil~~ petroleum or gas is found on the area covered by permit, a lease may be issued for a term of 21 years, covering such area as the Superintendent General of Indian Affairs may decide, providing for the payment of a rental of 50 cents per acre per annum for theland so leased, and in addition 2 per cent. of the value at the well's mouth of

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of all ~~oil~~ petroleum or gas produced, the said rental to be credited on account of royalty.

2. The lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the purpose of carrying on operations and otherwise the Indians to have ~~xx~~ full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the lessee undertaking and agreeing to do no injury to any crops, buildings or other property, or if so, to make compensation therefor as may be decided by the Superintendent General of Indian Affairs.

3. In case the Indians grant a surrender for sale of any portion of the land covered by lease, the lessee to have the right to purchase the same upon payment for theland and the minerals on or under the same, at such price and on such terms and conditions as may be agreed on by the Indians and approved of by the Superintendent General of Indian Affairs, subject, however, to the right of the Superintendent General of Indian Affairs to dispose of said lands by public competition at any time prior to the lessee exercising the right to purchase.

after the lessee declines or refuses to exercise the right to purchase upon notice by the superintendent of Indian Affairs —

shut off water when operation leases - before ceasing withdrawn —

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The Company shall have the exclusive right to explore for oil or gas on the Blood Indian Reserve in the Province of Alberta, Dominion of Canada, for a period of five years, and to pay during said period One Dollar per acre for the land actually used for the purposes of its operations. At the expiration of said term of five years, the Company to have the right if oil or gas has been found in paying quantities, to take a lease of such lands on the said Reserve as they may require for ~~its~~ their operations, and to pay as a rental therefor for such term as oil or gas may be found thereon in paying quantities the sum of fifty cents per acre each year for all land so taken; or 2% of the value at the wells of all oil or gas produced, whichever may be the greater. Such lease to give the Company no surface rights on the land excepting such rights as may be necessary for the purposes of its operations, and otherwise the Indians to have full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the Company undertaking and agreeing to do no injury to any crops, buildings or other property.

The Company also to have the right to purchase from the Indians such lands as the Company may require and to pay therefor and the minerals on and under the same such price and on such terms and conditions as may be agreed on with the Indians and approved of by the Superintendent General of Indian Affairs. Subject however to the rights of the Crown to dispose of said lands by public competition at any time prior to the Company exercising the sole and right to the purchase

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For the Minister's Consideration

Regulations for the disposal of petroleum oil and gas on the Indian Reserves in the provinces of Alberta and Saskatchewan and the Northwest Territories.

PROSPECTING.

(1) The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum oil and gas on Indian Reserves in Alberta and Saskatchewan and in the Northwest Territories after surrender of the oil and gas by the Indians in accordance with the provisions of the Indian Act, on a defined area to be determined by the Superintendent General of Indian Affairs, for a period of three years with such surface rights as may be necessary to operate, the privileges to be granted under lease which will provide for payment of a rental to be fixed by the Superintendent General of Indian Affairs except that the rental for the ground actually required for surface rights to operate as determined by the Superintendent General of Indian Affairs shall be at the rate of one dollar per acre per annum, and specify the terms as to boring plant to be put in during the first year and to be operated during the following two years or until oil is found, and to embody such other conditions as may be considered by the Superintendent General in the interest of the Indians.

OPERATING.

(1) When oil is found, a lease may be issued for 21 years on an area of 640 acres for each well, the well to be approximately in the centre of the area, the prospecting rights reserved from the large area to cease at the end of three years except as to the land to be operated where oil is found.

(2)

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(2) For the 640 acres to be leased a rental to be paid of 50 cents per acre per year for underground rights and also a royalty of 2% of the product after the ground rent has been reached by the payment of 2%, provision to be made that the lease is to terminate at the end of 21 years for rights over the area operated.

(3) The lease also to contain such other conditions as may be considered by the Superintendent General necessary in the interests of the Indians.

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April 6th, 1910 -
Mr. Orr to write
Asked Secretary
of Interior Department
for Petroleum
regulations -

R. E. Menzies
Toronto
Inspector ~~[illegible]~~ Manufacturer
~~in Lamp~~

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Know all Men by these Presents

THAT WE, the undersigned Chief and Principal men of the ~~Blackfoot~~ Blood Band of Indians.

Draft

resident on our Reserve on the ~~Bow River~~ Belly and St. Mary's Rivers in the Province of Alberta 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, the petroleum and gas on the ~~Blackfoot~~ Blood Indian Reserve, No. 148, in the Province of Alberta, containing ~~480~~ 546.76 Square Miles, together with all mining rights and privileges necessary for the proper carrying on of mining operations.

Form No. 65.

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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 dispose of 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 disposition thereof, shall, after deducting the usual proportion for expenses of management, be placed to our credit, and the Interest thereon paid us in the usual way.

AND WE, the said Chief and Principal men of the said ~~Blackfoot~~ Blood 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 disposition of the said petroleum and gas and the moneys derived from the disposition thereof.

This Surrender is granted on condition that the Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum and gas on a defined area of our Reserve, such permission not to extend for a period of more than three years, and to include necessary surface rights for the purpose of carrying on operations, payment for which to be made at the rate of $1.00 per acre, per annum, the rental for the remainder of the area to be fixed by the Superintendent General of Indian Affairs, and the Permit to contain conditions considered necessary by the Superintendent General in our interest. That when petroleum or gas is found on the area covered by Permit, a Lease may be issued for a term of Twenty one years covering such area as the Superintendent General of Indian Affairs may decide, and providing for the payment of a rental of Fifty Cents per acre per annum, for the land so leased, and in addition Two per cent of the value at the well's mouth of all petroleum or gas produced the said rental to be credited on account of royalty. The Lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the purpose of carrying on operations, and otherwise the Indians of our said Band to have full and exclusive right and ownership of and on the said lands to till, cultivate and use the same as they may desire, the Lessee under-taking and agreeing to do no injury to any crop buildings or other property, or if so, to make compensation therefor as may be decided by the Superintendent General of Indian Affairs.

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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 ten

Signed, Sealed and Delivered,
IN THE PRESENCE OF

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Regulations for the disposal of petroleum and gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and the Northwest Territories.

PROSPECTING.

The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum and gas on Indian Reserves in Alberta, Saskatchewan and in the Northwest Territories, after surrender of the petroleum and gas by the Indians, in accordance with the provisions of the Indian Act, on a defined area to be selected by the lessees and such selection to be confirmed by the Superintendent General of Indian Affairs, such permission to extend for a period of four years, ~~with the privilege of renewal for another period of four years, upon satisfactory evidence to the Department that an expenditure of at least $100,000 has been made during the first four year period~~, and to include necessary surface rights for the purpose of carrying on operations, payment for which surface rights to be made at the rate of $1.00 per acre, per annum, and the permit to specify the terms as to boring plant to be put in during the first year, and as to operations during the following years or until petroleum or gas is found, and shall provide that water shall be shut off when operations cease before casing is withdrawn, and embody such other conditions as may be considered by the Superintendent General in the interests of the Indians.

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OPERATING

1. When petroleum or gas is found on the area covered by permit, in commercial quantities, a lease or leases may be issued for a term or terms of 21 years, renewable for further term or terms of 21 years, providing for the payment of a rental of 50 cents per acre per annum for the land so leased, or a royalty of 2 per. cent of the value at the well's mouth of all petroleum or gas produced, whichever be the greater.

2. The lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the purpose of carrying on operations and otherwise the Indians to have full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the leases undertaking and agreeing to do no injury to any crops, buildings or other property, or if so, to make compensation therefor as may be decided by the Superintendent General of Indian Affairs.

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Regulations for the disposal of petroleum and gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and the Northwest Territories.

P R O S P E C T I N G.

The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum and gas on Indian Reserves in Alberta, Saskatchewan and in the Northwest Territories, after surrender of the petroleum and gas by the Indians, in accordance with the provisions of the Indian Act, on a defined area to be selected by the lessees and such selection to be confirmed by the Superintendent General of Indian Affairs, such permission to extend for a period of four years with the privilege of renewal for another period of four years, upon satisfactory evidence to the Department that an expenditure of at least $100,000 has been made during the first four year period, and to include necessary surface rights for the purpose of carrying on operations, payment for which surface rights to be made at the rate of $1.00 per acre, per annum, ~~the rental for the remainder of the area to be fixed by the Superintendent General of Indian Affairs~~ and the permit to specify the terms as to boring plant to be put in during the first year, and as to operations during the following years or until petroleum or gas is found, and shall provide that water shall be shut off when operations cease before casing is withdrawn, and embody such other conditions as may be considered by the Superintendent General in the interests of the Indians.

O P E R A T I N G.

1. When petroleum or gas is found on the area covered by permit, a lease may be issued for a term of

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of 21 years, renewable for a further term of 21 years, covering such areas as the Indians may select ~~the Superintendent General of Indian Affairs may determine~~, providing for the payment of a rental of 50 cents per acre per annum for the land so leased, ~~and in addition~~ to a royalty of 2 per cent. of the value at the well's mouth of all petroleum or gas produced, ~~the said rental to be credited on account of royalty.~~ whichever be the greater.

2. The lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the purpose of carrying on operations and otherwise the Indians to have full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the lessee undertaking and agreeing to do no injury to any crops, buildings or other property, or if so, to make compensation therefor as may be decided by the Superintendent General of Indian Affairs.

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Regulations for the disposal of petroleum and gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and the North West Territories.

PROSPECTING.

The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum and gas on Indian Reserves in Alberta, Saskatchewan and in the North West Territories, after surrender of the petroleum and gas by the Indians, in accordance with the provisions of the Indian Act, on a defined area to be selected by the lessees and such selection to be confirmed ~~determined~~ by the Superintendent General of Indian Affairs; such permission ~~not to extend for a period of more than [illegible] years~~, and to include necessary surface rights for the purpose of carrying on operations, payment for which to be made at the rate of $1.00 per acre, per annum, the rental for the remainder of the area to be fixed by the Superintendent General of Indian Affairs, and the permit to specify the terms as to boring plant to be put in during the first year, and as to operations during the following years or until petroleum or gas is found, and shall provide that water shall be shut off when operations cease before casing is withdrawn, and embody such other conditions as may be considered by the Superintendent General in the interests of the Indians.

OPERATING.

I. When petroleum or gas is found on the area covered by permit, a lease may be issued for a term of 21 years, renewable for a further term of 21 years covering such area as the Superintendent General of Indian Affairs may decide, providing for the payment of a rental of 50 cents per acre per annum for the land

so

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so leased, and in addition 2 per cent of the value at the well's mouth of all petroleum or gas produced, the said rental to be credited on account of royalty.

2. The lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the ~~the~~ purpose of carrying on operations and otherwise the Indians to have full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the lessee undertaking and agreeing to do no injury to any crops, buildings or other property, or if so, to make compensation therefor as may be decided by the Superintendent General of Indian Affairs.

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Should this lease be issued it is to date from the 10th November, 1910, to enable the lessees to order, secure and instal their plant necessary for operations.

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DEPARTMENT OF INDIAN AFFAIRS CANADA

Ottawa, April 26, 1910.

Mr. Orr,-

The full terms of the lease may be prepared on the basis of the draft submitted, amended by striking out the renewal of the four-year period, as indicated on the draft herewith. This, then, can be taken as a standard for similar leases, and advice may be sent to the applicants for oil and gas privileges on the Blackfoot reserve.

D. S. G. I. A.

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Regulations for the disposal of petroleum and gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and the Northwest Territories.

PROSPECTING

The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum and gas on Indian Reserves in Alberta, Saskatchewan and in the Northwest Territories, after surrender of the petroleum and gas by the Indians, in accordance with the provisions of the Indian Act, on a defined area to be selected by the lessees and such selection to be confirmed by the Superintendent General of Indian Affairs, such permission to extend for a period of four years, and to include necessary surface rights for the purpose of carryin on operations, payment for which surfaced rights to be made at the rate of $1.00 per acre, per annum, and the permit to specify the terms as to boring plant to be put in during the first year, and as to operations during the following years or until petroleum or gas is found, and shall provide that water shall be shut off when operations cease before casing is withdrawn, and embody such other conditions as may be considered by the Superintendent General in the interests of the Indians.

OPERATING

1. When petroleum or gas is found on the area covered by the permit, in commercial quantities, a lease or leases may be issued for a term or terms of 21 years, renewable for further term or terms of 21 years, providing for the payment of a rental of 50 cents per acre per annum for the land so leased, or a royality of 2 per. cent of the value at the well's mouth of all petroleum or gas produced, whichever be the greater.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

OPERATING

2. The lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the purpose of carrying on operations and otherwise the Indians to have full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the lessee undertaking and agreeing to do no injury to any crops, buildings or other property, or if so, to make compensation therefore as may be decided by the Superintendent General of Indian Affairs.

3. That Indian labour shall be employed at current rates unless where it is found impracticable or where expert labour is required.

4. That the party to whom permission to explore or lease is issued shall not nor will sell or permit or suffer to be sold or used on the premises any spirituous liquors, ale, beer, or any intoxicating beverage whatever.

5. That no rights shall be granted on any improved land and no well shall be drilled within 500 feet of any improvements or within one mile of any well operated by any other party.

6. That gas from operated wells shall be furnished free to Indians of the Reserve upon which the well is situate for household purposes, they paying for the piping and connections.

7. That the lease shall contain a proviso requiring returns to be furnished, under oath, showing quantities of oil or gas taken out and also that the Superintendent General of Indian Affairs or any one authorized by him shall have the right to examine the books and records of the lessee to enable him to verify such returns.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

F. 359783.

1 DM
Draft regulations under Indian Mining
2 Leg Dir
3 to Council

Leg Regs to Council

MEMORANDUM.

Ottawa, April 27, 1910.

To the Deputy Minister-

In regard to the question of establishing regulations for petroleum and gas on Indian Reserves in Alberta, Saskatchewan and the Northwest Territories, I beg to point out that the Mining Regulations of the Department, as established by Order of His Excellency in Council of the 15th of September, 1888, provide for the disposition of petroleum, and it will be necessary, therefore, that these regulations should be rescinded as regards Indian Reserves in the District above referred to and the present regulations adopted. After the regulations have been established, of course it will be necessary to submit the question of surrender to the Indians before the mining permit can be granted.

W. Adams

In Charge Lands & Timber Branch.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

REGULATIONS

Established by Order in Council of 17 May 1910.

For the disposal of petroleum and gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and - the Northwest Territories. -

- : - : - : - : - : -

PROSPECTING

The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum and gas on Indian reserves in Alberta, Saskatchewan and in the Northwest Territories, after surrender of the petroleum and gas by the Indians, in accordance with the provisions of the Indian Act, on a defined area to be selected by the lessees and such selection to be confirmed by the Superintendent General of Indian Affairs, such permission to extend for a period of four years, and to include necessary surface rights for the purpose of carrying on operations, payment for which surface rights to be made at the rate of $1.00 per acre, per annum, and the permit to specify the terms as to boring plant to be put in during the first year, and as to operations during the following years or until petroleum or gas is found, and shall provide that water shall be shut off when operations cease before casing is withdrawn, and embody such other conditions as may be considered by the Superintendent General in the interests of the Indians.

OPERATING

1. When petroleum or gas is found on the area covered by the permit, in commercial quantities, a lease or leases may be issued for a term or terms of 21 years, renewable for further term or terms of 21

years

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

years, providing for the payment of a rental of 50 cents per acre per annum for the land so leased, or a royalty of 2 per cent. of the value at the well's mouth of all petroleum or gas produced, whichever be the greater.

2. The lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the purpose of carrying on operations and otherwise the Indians to have full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the lessee undertaking and agreeing to do no injury to any crops, buildings or other property, or if so, to make compensation therefor as may be decided by the Superintendent General of Indian Affairs.

3. That Indian labour shall be employed at current rates unless where it is found impracticable or where expert labour is required.

4. That the party to whom permission to explore or lease is issued shall not nor will sell or permit or suffer to be sold or used on the premises any spirituous liquors, ale, beer, or any intoxicating beverage whatever.

5. That no rights shall be granted on any improved land and no well shall be drilled within 500 feet of any improvements or within one mile of any well operated by any other party.

6. That gas from operated wells shall be furnished free to Indians of the Reserve upon which the well is situate for household purposes, they paying for the piping and connections.

7. That the lease shall contain a proviso requiring returns to be furnished, under oath, showing quantities of oil or gas taken out, and also that the

Superintendent

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Superintendent General of Indian Affairs or any one authorised by him shall have the right to examine the books and records of the lessee to enable him to verify such returns.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

RETURN TO 811013

DEPARTMENT Indian

BRANCH Lee Rlb

ROOM NUMBER 809

TELEPHONE 2-3779

remarks

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

20001

359,783

Ottawa, 28th April, 1910.

His Excellency

The Governor General in Council.

See files 342, P33 and 359,785

The undersigned begs to recommend that, as the Mining Regulations of the Department of Indian Affairs as established by Order in Council of 18th September, 1888, apply only in cases where the land is to be disposed of, and it is the intention of the Department in connection with mining privileges to be granted for petroleum and natural gas in Alberta, Saskatchewan and the Northwest Territories to make no alienation of the land,- the said Mining Regulations be rescinded in so far as petroleum and natural gas are concerned in the districts above referred to, and that in lieu thereof the Regulations hereto attached be established by order of Your Excellency in Council.

Frank Oliver

Superintendent General of Indian Affairs.

Sec. 29
29
2. B. 14 May
P.C. 14

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359,783

To rescind Mining Regulations of Dept. Ind. Affairs in so far as petroleum and natural gas are concerned in Alta., Sask. & N.W.T., and to estab. in lieu thereof new Regulations.

This is in conformity with the Minister's directions. In the Minister's Memo. of 2nd Feb. last he stated, in connection with an application from the Calgary Natural Gas Co. for the privilege of obtaining gas and oil rights on the Blackfoot reserve,- " Under any circum-
" stances we cannot agree to sell
" 25,000 acres or any other number
" of acres of land. Please frame up
" what you think would be a fair ar-
" rangement for discussion."

Under Sec. 1 of the Mining Regulations the regulations apply to all Indian lands containing gold, silver, cinnibar, lead, tin, copper, petroleum, iron or other mineral deposit of economic value, with the exception of coal.

As heretofore it will be necessary to obtain a surrender of the mining rights from the Indians, but it will not be necessary in each case as heretofore to obtain the authority of the Gov. in Council for waiving the Regulations - in so far as Alta., Sask. and the N.W Territories are concerned.

D.I.A., 28 AP., '10.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

Copies D.C.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

(Copy)

AT THE GOVERNMENT HOUSE AT OTTAWA,

Tuesday, the 17th day of May 1910.

PRESENT:

HIS EXCELLENCY

IN COUNCIL:

WHEREAS the Mining Regulations of the Department of Indian Affairs as established by Order in Council of 15th September 1888, apply only in cases where the land is to be disposed of;

AND WHEREAS it is the intention of the Department of Indian Affairs in connection with mining privileges to be granted for petroleum and natural gas in Alberta, Saskatchewan and the North West Territories to make no alienation of the land:

THEREFORE His Excellency in Council is pleased to rescind and doth hereby rescind the said Mining Regulations in so far as petroleum and natural gas are concerned in the districts above referred to;

His Excellency is further pleased to establish and doth hereby establish the following Regulations in lieu thereof.

(sgd) Rodolphe Boudreau.

Clerk of the Privy Council.

The Honourable

The Superintendent General

of Indian Affairs.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

20001

(Copy)

AT THE GOVERNMENT HOUSE AT OTTAWA,

Tuesday, the 17th day of May 1910.

PRESENT:

HIS EXCELLENCY

IN COUNCIL:

WHEREAS the Mining Regulations of the Department of Indian Affairs as established by Order in Council of 15th September 1888, apply only in cases where the land is to be disposed of;

AND WHEREAS it is the intention of the Department of Indian Affairs in connection with mining privileges to be granted for petroleum and natural gas in Alberta, Saskatchewan and the North West Territories to make no alienation of the land:

THEREFORE His Excellency in Council is pleased to rescind and doth hereby rescind the said Mining Regulations in so far as petroleum and natural gas are concerned in the districts above referred to;

His Excellency is further pleased to establish and doth hereby establish the following Regulations in lieu thereof.

(sgd) Rodolphe Boudreau.

Clerk of the Privy Council.

The Honourable

The Superintendent General

of Indian Affairs.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

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364995

359,783

REGULATIONS

Established by Order in Council of 17th May, 1910.

For the disposal of petroleum and gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and - the Northwest Territories. -

- : - : - : - : - : -

PROSPECTING

The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum and gas on Indian reserves in Alberta, Saskatchewan and in the Northwest Territories, after surrender of the petroleum and gas by the Indians, in accordance with the provisions of the Indian Act, on a defined area to be selected by the lessees and such selection to be confirmed by the Superintendent General of Indian Affairs, such permission to extend for a period of four years, and to include necessary surface rights for the purpose of carrying on operations, payment for which surface rights to be made at the rate of $1.00 per acre, per annum, and the permit to specify the terms as to boring plant to be put in during the first year, and as to operations during the following years or until petroleum or gas is found, and shall provide that water shall be shut off when operations cease before casing is withdrawn, and embody such other conditions as may be considered by the Superintendent General in the interests of the Indians.

OPERATING

1. When petroleum or gas is found on the area covered by the permit, in commercial quantities, a lease or leases may be issued for a term or terms of 21 years, renewable for further term or terms of 21

years

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

364995

years, providing for the payment of a rental of 50 cents per acre per annum for the land so leased, or a royalty of 2 per cent. of the value at the well's mouth of all petroleum or gas produced, whichever be the greater.

2. The lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the purpose of carrying on operations and otherwise the Indians to have full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the lessee undertaking and agreeing to do no injury to any crops, buildings or other property, or if so, to make compensation therefor as may be decided by the Superintendent General of Indian Affairs.

3. That Indian labour shall be employed at current rates unless where it is found impracticable or where expert labour is required.

4. That the party to whom permission to explore or lease is issued shall not nor will sell or permit or suffer to be sold or used on the premises any spirituous liquors, ale, beer, or any intoxicating beverage whatever.

5. That no rights shall be granted on any improved land and no well shall be drilled within 500 feet of any improvements or within one mile of any well operated by any other party.

6. That gas from operated wells shall be furnished free to Indians of the Reserve upon which the well is situate for household purposes, they paying for the piping and connections.

7. That the lease shall contain a provise requiring returns to be furnished, under oath, showing quantities of oil or gas taken out, and also that the

Superintendent

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

Superintendent General of Indian Affairs or any one authorised by him shall have the right to examine the books and records of the lessee to enable him to verify such returns.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

*** P.C. 987.

PRIVY COUNCIL
CANADA.

364995

DEPARTMENT OF INDIAN AFFAIRS
MAY 26 1910

LANDS BRANCH
AUG 9 1910

EX'D.

AT THE GOVERNMENT HOUSE AT OTTAWA,

Tuesday the 17th day of May 1910

PRESENT:

HIS EXCELLENCY

IN COUNCIL :

WHEREAS the Mining Regulations of the Department of Indian Affairs as established by Order in Council of 15th September 1888, apply only in cases where the land is to be disposed of;

AND WHEREAS it is the intention of the Department of Indian Affairs in connection with mining privileges to be granted for petroleum and natural gas in Alberta, Saskatchewan and the North West Territories to make no alienation of the land:

THEREFORE His Excellency in Council is pleased to rescind and doth hereby rescind the said Mining Regulations in so far as petroleum and natural gas are concerned in the districts above referred to;

His Excellency is further pleased to establish and doth hereby establish the following Regulations in lieu thereof.

Rodolphe Boudreau
Clerk of the Privy Council.

The Honourable
The Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359783

INTERIOR DEPT. OTTAWA
DEC 27 1910
REGISTRATION BRANCH

DEPARTMENT OF INDIAN AFFAIRS
DEC 31 1910

10 Claremont Gardens
Surbiton, Surrey.
15th December 1910.

To the Deputy Minister of the Interior
Ottawa, Canada.

378112

Sir

By the suggestion of the Officers of the Dominion in London I beg leave to approach you with a request that you will kindly cause me to be informed who are the concessionaires of:

"A Concession granted by the Canadian Government for the disposal of Petroleum and Gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and the North-west Territories." Comprising 354,000 acres.

I understand that this Concession is to be disposed of and I in conjunction with a group of friends being anxious to acquire and to exploit this concession we are very desirous to ascertain who are the parties having the disposal of it.

I am, Sir

Your obedient servant,

J. M. Berg

LANDS BRANCH
JAN 3 1911

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

File 359,783.

EX'D.

Ottawa, January 3, 1911.

Sir,-

I beg to acknowledge the receipt of your communication of the 15th ultimo, in regard to the granting of petroleum and gas rights on Indian Reserves in the Provinces of Alberta and Saskatchewan, and in reply to say that no disposition of petroleum and gas on the Reserves in this Province has been made, but if you refer to disposition of petroleum and gas on any particular reserve, upon advice as to the name thereof you will be given full information in connection therewith.

I may say that no disposition of petroleum and gas on an Indian Reserve can be made until after surrender thereof by the Indians under and in accordance with the provisions of the Indian Act.

I inclose for your information copy of Regulations dealing with the disposal of petroleum and gas on Indian Reserves in Alberta and Saskatchewan and the Northwest Territories.

Your obedient Servant,

J. D. McLEAN

Asst. Deputy and Secretary.

Wm. Berg, Esq.,
10 Claremont Gardens,
Surbiton, Surrey.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

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105876

CABLE ADDRESS: "DAULCO"
WESTERN UNION CODE

EDWARD FEARON, PRES. AND MANAGER

J. R. GRAY, SEC.-TREAS.

ROY C. SKENE, VICE PRESIDENT

ADDRESS COMMUNICATIONS TO THE COMPANY NOT TO INDIVIDUALS

DAUPHIN LAND COMPANY LTD.

HEAD OFFICE: - 404 DONALDA BLOCK.

PHONE MAIN 8563

OWNERS AND DEVELOPERS.
COLONIZERS OF WESTERN CANADA LANDS AND TOWN PROPERTY

DEPARTMENT OF INDIAN AFFAIRS DEC 6 1913

MINING LANDS & YUKON BRANCH OTTAWA, CANADA. WED 3 DEC 1913 DEPT. OF THE INTERIOR.

WINNIPEG, MAN. Nov. 28, 1913.

9742

Transferred to Dept. Indian Affairs from M.L. & Y. Branch, Interior 5-12-13

450595

Controller of ~~Mining Lands~~,
Department of Interior,
Ottawa, Ont.

Dear Sir:-

Kindly favor with any Bulletin issued by your Department respecting Oil and Gas leases, etc., as applied to land purchased from the Indian Department.

Your early favor will oblige,

Yours respectfully,

J R Gray

G/W.

LANDS DEC 12 1913

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

Canada Gazette

[154]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Monday, the 19th day of January, 1914.

PRESENT :

HIS ROYAL HIGHNESS THE GOVERNOR GENERAL IN COUNCIL.

HIS Royal Highness the Governor General in Council is pleased to order that the regulations governing the disposal of petroleum and natural gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta and the North West Territories, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of The Dominion Lands Act, approved by Order in Council dated the 11th day of March, 1910, and amended and re-established by Orders in Council dated the 10th day of March, 1911, the 12th day of August, 1911, and the 16th day of October, 1913, shall be and the same are hereby rescinded and the annexed regulations substituted therefor.

RODOLPHE BOUDREAU,
Clerk of the Privy Council.

REGULATIONS for the disposal of petroleum and natural gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the North West Territories, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of The Dominion Lands Act.

INTERPRETATION.

"Minister" shall mean the Minister of the Interior of Canada.

"Adjoining" lands shall be those which are not separated by a section, or by any of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more of the locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"River" shall mean a stream of water, the bed of which is of an average width of 150 feet throughout the portion thereof on which the tract applied for fronts.

1. The petroleum and natural gas rights which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, and the North West Territories, the Yukon Territories, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of The Dominion Lands Acts, may be leased to applicants at a rental of twenty-five (25) cents an acre for the first year, and for each subsequent year a rental at the rate of fifty (50) cents an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that during the term of the lease he has complied fully with the conditions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area except by assignment;

Provided that a person who has been granted a lease for a location, and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided further, however, that such right shall not be granted unless all payments on account of rent or other liability to the Crown, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situated in surveyed territory it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its breadth. In unsurveyed territory, if at least one of the lines bounding the tract applied for has been surveyed, and the returns of such survey have been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on surveyed lands shall be filed by the applicant in person with the Agent of Dominion Lands for the district in which the rights applied for are situated, or with a sub-agent for such district, for transmission to the agent, but priority of application shall be based upon the date of the receipt of such application in the office of the Agent of Dominion Lands for the district.

5. If the rights applied for are situated in unsurveyed territory, application for a lease shall be made by the applicant in person to the Agent of Dominion Lands for the district in which the rights applied for are situated, or to a sub-agent for such district, for transmission to the agent.

6. Application for a location situated in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some prominent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

The application shall be accompanied by evidence, supported by affidavit of the locator, to show that the following requirements have been fully complied with;

(*a*) That the location applied for has been defined on the ground by the locator in person by planting two wooden posts, at least four inches square, and standing not less than four feet above the ground such posts being numbered "1" and "2" respectively. The distance between post No. "1" and post No "2" shall not exceed 15,840 feet, and upon each post shall be inscribed the name of the locator and the date of the location. Upon post No. "1" there shall be written, in addition to the foregoing, the words "initial post," the approximate compass bearing of post No. "2" and a statement of the number of feet lying to the right and to the left of the line between post No. "1" and post No. "2." Thus—initial post, direction of post No. "2" is feet lie to the right and feet to the left of the line between post No. "1" and post No. "2."

When the tract which an applicant desires to lease has been located, he shall immediately mark the line between post No. "1" and post No. "2" so that it can be distinctly seen, in a timbered locality, by blazing trees and cutting underbrush, and in a locality where there is neither timber nor underbrush he shall set posts of the above dimensions or erect mounds of earth or rock not less than two feet high and two feet in diameter at the base in such a manner that the line may be distinctly seen.

(*b*) All the particulars required to be inscribed on posts No. "1" and No. "2" shall be set out in the application and shall be accompanied by a plan showing the position of the tract in its relation to some prominent topographical feature or other known point, such plan to contain sufficient data to admit of the location being shown definitely on the records of the Department.

Indian Affairs, (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

(c) The locator shall post a written or printed notice on a conspicuous part of the location applied for, setting out his intention to apply within thirty days from the date of such notice for a lease of the petroleum and natural gas rights under the said location.

(d) The application shall be accompanied by evidence, supported by the affidavit of the locator, in due form, to show that the above requirements of the regulations have been fully complied with.

7. In case the tract applied for is located in unsurveyed territory on the margin of a river or lake, it shall not include more than one mile in direct distance along such water frontage, and shall extend back therefrom as far as may be necessary to include a total area of not more than 1,920 acres, the length of the location, however, not to exceed three miles. The tract shall be marked on the ground by two posts firmly fixed in the ground, one at each end of such front boundary. The posts shall be numbered "1" and "2" respectively. It shall not be lawful to move post No. "1," but post No. "2" may be moved by a Dominion Land Surveyor if the distance between the posts exceeds the length prescribed by these regulations, but not otherwise. The side boundaries shall be parallel lines drawn from each end of the front boundary at right angles to the base line of such river or lake, established or to established by the Department. In the event of the base line not being established, the side boundaries of the location shall be drawn at right angles to the general direction of the valley of the river, or the margin of the lake. The required notice of application shall be posted conspicuously on the location near the margin of the lake or river on which it fronts.

The boundaries of claims situated on the margin of a lake or river, and any disputes which may arise in connection therewith, shall be subject to final adjustment by the Minister.

8. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated, or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the agent or sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the agent or sub-agent.

9. Where two or more persons lay claim to the same location, or to portions of the same locations, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

10. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed, shall be made to conform to the Dominion Lands System of Survey if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions—as nearly as may be—the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed, shall be subject to withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

Provided, however, that upon such withdrawal being made from any location in good standing, the rental paid on the land so withdrawn, in whole or in part, may, in the discretion of the Minister, be refunded to the lessee.

12. The rental for the first year of the location applied for at the rate of twenty-five (25) cents an acre per annum, shall accompany the application filed in the office of the Agent of Dominion Lands for the district in which the rights applied for are situated, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease, when issued, shall bear date from the day upon which the application was filed in the office of the Agent of Dominion Lands. If, during the term of the lease, the lessee shall fail to pay rental in advance for each subsequent year at the rate of fifty (50) cents an acre per annum within thirty days after the date upon which the same became due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of the rights which the lessee had in the said lease.

13. Provided, that if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in writing, and if the lessee, before the end of the year in respect of which application was made, submits evidence to the Land Agent of the district in which the leasehold is situated, supported by affidavit, that during such year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing; may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance or rental due, with interest, will render the lease liable to cancellation, as hereinbefore provided.

14. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Minister may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Minister. Provided, however, that the Minister shall not require that the value of the machineay so installed on location shall exceed the sum of five thousand dollars ($5,000.00.)

15. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Minister, with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced the operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Minister, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Minister, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000.00) has been expended in actual boring operations, by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

16. The Minister may permit a lessee, who has acquired by assignment or otherwise, more than one petroleum and natural gas lease to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected: Provided that such con-

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solidation or grouping shall apply only to the second and third years of the term of the leases, and shall comprise only such leases as may at the time be included in such consolidation or grouping. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 14 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 15 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Minister.

17. The Minister may, in consideration of the expenditure to be incurred by a lessee in boring operations upon one or more of the locations included in a group, grant an extension of time within which to pay the rental for the second and third years of the terms of the several leases so included, and upon receipt of the evidence required by section 13 of these regulations, he may deduct from the rental which became due at the beginning of the year in respect of the several locations grouped, the amount expended in actual boring operations on one or more of the locations, exclusive of the cost of machinery and casing. The balance of the rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence or to pay the balance or the rental due, with interest, will render the several leases included in the group liable to cancellation.

18. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000.00), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000.00) for each location included in the group.

19. The maximum area of the locations which may be included in one consolidation or group shall not exceed twenty (20) square miles, nor shall the locations so included be separated one from the other by a greater distance than two miles.

20. The Minister may, upon application, grant a lessee during the second and third years of the term of the lease an extension of time within which to pay the rental and to install the prescribed machinery and equipment, and within which to commence actual boring operations upon the location, or upon a group of locations consolidated under the provisions of these regulations: Provided that evidence to the satisfaction of the Minister is furnished to show that an expenditure equal to that prescribed by these regulations in respect of boring operations is to be incurred in some other acceptable and necessary form of preliminary development, having for its object the discovery of petroleum or natural gas by which the interests of the district in which the locations are situated might be materially benefited. Upon receipt of evidence on or before the termination of the year, supported by affidavit and duly corroborated, that such expenditure has been incurred and that the work done was of a character beneficial to the district, the Minister may deduct the amount of such expenditure from the amount due on account of the rental of the location or locations affected, in the manner prescribed in section 13 of these regulations. In case evidence is not furnished, or if furnished is not acceptable to the Minister the leases shall be subject to immediate cancellation in the discretion of the Minister.

In case an extension of time is granted during the second and third years of the term of a lease within which to install machinery and commence boring operations on any location under the grouping provisions of these regulations, then the provisions of sections 14 and 15 of the regulations shall apply to the fourth year of the term of the lease of such location.

21. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claims or other form of terminable grant the lease shall not authorize entry thereon, without the permission of the Minister being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

22. In case the surface rights of a petroleum and natural gas location have been patented, or have been disposed of by the Crown under any act or regulation which contemplates the earning of patent of such surface rights, and the lessee of the petroleum and natural gas rights cannot make an arrangement with the owner of such surface rights, or with his agent, or the occupant thereof, for entry upon the location, or for the acquisition of such interest in the surface rights as may be necessary for the efficient and economical operation of the rights acquired under his lease, he may, provided the mineral rights in the land affected with access thereto and the right to use and occupy such portion of the land as may be necessary for the effectual working of the minerals therein have been reserved to the Crown in the original grant of the surface rights, apply to the Minister for permission to submit the matter in dispute to arbitration. Upon receiving such permission in writing, it shall be lawful for the lessee to give notice to the owner, or his agent, or the occupant, to appoint an arbitrator within a period of sixty days from the date of such notice, to act with another arbitrator named by the lessee, in order to determine what portion of the surface rights the lessee may reasonably acquire :—

(a) For the efficient and economical operation of the rights and privileges granted him under his lease ;

(b) The exact position thereof, and

(c) The amount of compensation to which the owner or occupant shall be entitled.

23. The notice mentioned in this section shall be according to a form to be obtained upon application to the Agent of Dominion Lands for the district in which the land in question is situated, and shall, when practicable, be personally served on the owner of such land, or his agent, if known, or the occupant thereof, and after reasonable efforts have been made to effect personal service without success, then such notice shall be served by leaving it at, or sending it by registered mail, to the last known place of abode or address of the owner, agent or occupant, and by posting a copy of the same in the office of the Agent of Dominion Lands for the district in which the land in question is situate. Such notice shall be ten days if the owner, or his agent, resides in the district in which the land is situate ; if out of the district and if in the province or territory, twenty days, and if out of the province or territory, thirty days, before the expiration of the time limited in such notice. If the owner, or his agent, or the occupant of the land refuses or declines to appoint an arbitrator, or when, for any reason, no arbitrator is so appointed in the time limited therefor in the notice provided for by this section, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith, on being satisfied by affidavit that such notice has come to the knowledge of such owner, agent, or occupant, or that such owner, agent, or occupant, wilfully evades the service of such notice, or cannot be found, and that reasonable efforts have been made to effect such service, and that the notice was left at the last place of abode or known address of such owner, agent, or occupant, as above provided, appoint an arbitrator on his behalf.

24. In case the two arbitrators cannot agree upon the award to be made, they may, within a period of ten days from the date of the appointment of the second arbitrator select a third arbitrator, and when such two arbitrators cannot agree upon a third arbitrator, the Agent of Dominion Lands for the district in which the land in question is situate, shall forthwith select such third arbitrator.

25. All the arbitrators appointed under the authority of those regulations shall be sworn before a justice of the peace to the impartial discharge of the duties assigned to them, and after due consideration of the rights of the owner and the needs of the lessee, they shall decide as to the particular portion of the surface rights which the latter may reasonably acquire for the efficient and economical operation of the rights and

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privileges granted him under his lease the area thereof, and the amount of compensation therefor to which the owner or occupant shall be entitled.

26. In making such valuation the arbitrators shall determine the value of the land irrespective of any enhancement thereof from the existence of minerals thereunder.

27. The award of any two such arbitrators made in writing shall be final, and shall be filed with the Agent of Dominion Lands for the district in which the land is situate, within twenty days from the date of the appointment of the last arbitrator. Upon the order of the Minister the award of the arbitrators shall immediately be carried into effect.

28. The arbitrators shall be entitled to be paid a per diem allowance of $5.00 together with their necessary travelling and living expenses, while engaged in the arbitration, and the costs of such arbitration shall be in the discretion of the arbitrators.

29. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should salt water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Minister, close the well at such a depth as may prevent such water from gaining access to the oil-bearing formation.

The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Minister may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Minister.

30. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Crown, due in connection with the lease, have been fully made, and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

31. The lease shall in all cases include only the oil and natural gas rights, which are the property of the Crown, but the lessee may, upon application, be granted a yearly lease at a rental of one dollar ($1.00) an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Minister may consider necessary for the efficient and economical working of the rights granted him.

32. Should oil or natural gas in paying quantity be discovered on the leasehold, and should such discovery be established to the satisfaction of the Minister, the lessee will be permitted to purchase at the rate of ten dollars ($10.00) an acre whatever area of the available surface rights of the tract described in the lease the Minister may consider necessary for the efficient operation of the rights granted him.

33. If it is not established to the satisfaction of the Minister that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Minister.

34. The boundaries beneath the surface of a location shall be vertical planes or lines in which their surface boundaries lie.

35. A fee of five dollars ($5.00) shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

36. The lease shall be in such form as may be determined by the Minister of the Interior, in accordance with the provisions of these regulations.

37. The lessee shall not assign, transfer or sublet the rights described in his lease or any part thereof, without the consent in writing of the Minister being first had and obtained.

38. No royalty shall be charged upon the sales of the petroleum acquired from the Crown under the provisions of the regulations up to the 1st day of January, 1930, but provision shall be made in the leases issued for such rights that after the above date the petroleum products of the location shall be subject to whatever regulations in respect of the payment of royalty may then or thereafter be made.

39. A royalty at such rate as may from time to time be specified by Order in Council may be levied and collected on the natural gas products of the leasehold.

40. Any company acquiring by assignment or otherwise a lease under the provisions of these regulations, shall at all times be and remain a British company, registered in Great Britain or Canada, and having its principal place of business within His Majesty's Dominions, and the chairman of the said company and a majority of the directors shall at all times be British subjects, and the company shall not at any time be or become, directly or indirectly, controlled by foreigners or by a foreign corporation.

Any alteration in the memorandum or articles of association, or in the constitution of the company, or in the by-laws of the company, shall be reported to the Minister, provided that two months previous notice of the intention to make any alteration which might conceivably affect the British character of the company shall be given in writing to the Minister, and if, in the opinion of the Minister the said alteration shall be contrary to the cardinal principle that the lessee company shall be and remain a British company under British control, the Minister may refuse his consent to such alteration.

If the company which may acquire a location under these regulations shall at any time cease to be a British company, or shall become a corporation under foreign control, or shall assign any of the rights acquired under the lease without the consent in writing of the Minister being first had and obtained, the lease shall be subject to immediate cancellation in the discretion of the Minister.

41. The Minister may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the products thereof, had possession and control of the location and of the buildings, works, machinery and plant not been assumed.

42. If the location described in any lease issued under the provisions of these regulations, shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Minister, so long as the said wells continue to yield oil in remunerative quantity.

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43. At the end of each year of the term of the lease the lessee shall furnish a statement, supported by affidavit, showing the number of days during the year that operations were carried on upon the location; the number of men so employed; the character of the work done; the depth attained; the total expenditure incurred; a detailled statement setting out fully the purpose for which such expenditure was incurred; the quantity of crude oil or natural gas obtained; and the amount realized from the sale thereof. Failure to furnish such yearly return will render the lessee subject to a fine of ten dollars ($10.00) a day for each day's delay in furnishing the sworn statement, and after three months delay the lease shall be subject to cancellation.

44. These regulations shall apply to all applications submitted on and after the first day of August, 1913, in accordance with the provisions of the regulations which were for the time in force. 31–4

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[53]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Monday, the 12th day of January, 1914.

PRESENT:

HIS ROYAL HIGHNESS THE GOVERNOR GENERAL IN COUNCIL.

THE Minister of the Interior, under date the 18th December, 1913, states that by an Order in Council dated the 20th April, 1911, as amended by Order in Council dated 24th May 1911, authority was given for the sale, under The Irrigation Act, to Edward James Fewings, of Medicine Hat, Alberta, of the following lands:—

S.W.¼	Sec. 1,	Tp. 23,	Rg. 8,	W. 4th	M.,	N. of Red Deer River.
N.½	" 1	" 23	" 8	"		
S.½	" 2	" 23	" 8	"		N. of Red Deer River.
N.E.¼	" 2	" 23	" 8	"		
S.½	" 12	" 23	" 8	"		
N.W.¼	" 6	" 23	" 7	"		N. of Red Deer River.
S.½	" 7	" 23	" 7	"		

The Minister observes that inspections made by the Commissioner of Irrigation since the date of the said Orders in Council revealed defects in the plans and it became necessary to amend the said plans and to reduce the area of land to be irrigated. In consequence of these changes it is considered undesirable to sell all of the land originally applied for by Mr. Fewings,—

The Minister, therefore, recommends that the Orders in Council of the 20th April and 24th May, 1911, above referred to, be amended by eliminating therefrom authority for the sale of the south half of Section twelve, Township twenty-three, Range eight, west of the Fourth Meridian, and that any payments already made by Mr. Fewings on account of the sale as originally authorized be credited on the price of the remaining lands sold to him

The Committee submit the same for approval.

RODOLPHE BOUDREAU,
29–4 Clerk of the Privy Council.

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[39]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Friday, the 9th day of January, 1914.

PRESENT:

HIS ROYAL HIGHNESS THE GOVERNOR GENERAL IN COUNCIL.

WHEREAS application has been made on behalf of the Synod of the Diocese of Calgary for a grant for church purposes of ten acres of land comprised in the north-east corner of the N.E. ¼ of Section 22, Township 59, Range 3, west of the Fifth Meridian;

And whereas the Minister of the Interior is of the opinion that the application should receive favourable consideration, the customary requirements having been complied with,—

Therefore His Royal Highness the Governor General in Council, under the provisions of subsection (*d*) of section 76 of The Dominion Lands Act, is pleased to set aside and appropriate for church purposes, ten acres of land comprised in the north-east corner of the N.E. ¼ of Section 22, Township 59, Range 3, west of the Fifth Meridian, and to authorize a grant thereof to the Synod of the Diocese of Calgary for the said purposes.

RODOLPHE BOUDREAU,
29–4 Clerk of the Privy Council.

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[115]

AT THE GOVERNMENT HOUSE AT OTTAWA.

Wednesday, the 14th day of January, 1914.

PRESENT:

HIS ROYAL HIGHNESS THE GOVERNOR GENERAL IN COUNCIL.

THE Committee of the Privy Council, on the recommendation of the Minister of the Interior, advise that Mr. William Leckie, Clerk in the Office of the Agent of Dominion Lands at Maple Creek, Saskatchewan, and Mr. George Marquis, Clerk in the Office of the Agent of Dominion Lands at Moose Jaw, Saskatchewan, be authorized to take or to receive affidavits, oaths, statutory declarations and solemn affirmations under the provisions of section 98, of The Dominion Lands Act of 1908; the powers so conferred to cease and determine upon discontinuance of their employment.

RODOLPHE BOUDREAU,
30–4 Clerk of the Privy Council.

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[65]

AT THE GOVERNMENT HOUSE AT OTTAWA,

Monday, the 12th day of January, 1914.

PRESENT:

HIS ROYAL HIGHNESS THE GOVERNOR GENERAL IN COUNCIL.

WHEREAS by an Order in Council of the 23rd January, 1896, the north-east quarter of Section 26, Township 19, Range 2, west of the 5th Meridian, was reserved for stock-watering purposes;

And whereas this land has been examined by an officer of the Department of the Interior, and a report received to the effect that it is no longer required for the purpose for which it was set aside,—

Therefore His Royal Highness the Governor General in Council is pleased to order that the said land shall be and the same is hereby withdrawn from reserve.

RODOLPHE BOUDREAU,
29–4 Clerk of the Privy Council.

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[23]

AT THE GOVERNMENT HOUSE AT OTTAWA

Wednesday, the 7th day of January, 1914.

PRESENT:

HIS ROYAL HIGHNESS THE GOVERNOR GENERAL IN COUNCIL.

THE Governor General in Council is hereby pleased to rescind and revoke the Order in Council, dated 9th May, 1910, (P. C. No. 920) and the regulation thereby made and established.

The Governor General in Council, under the authority of section 38 of The Immigration Act, 9-10 Edward VII, chapter 27, is pleased to order as follows:

From and after the date hereof the landing in Canada shall be and the same is hereby prohibited of any immigrant who has come to Canada otherwis than by continuous journey from the country of which he is a native or naturalized citizen and upon a through ticket purchased in that country or prepaid in Canada.

RODOLPHE BOUDREAU,
29–4 Clerk of the Privy Council.

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APPOINTMENTS, PROMOTIONS AND RETIREMENTS.

CANADIAN MILITIA.

1914.

HEADQUARTERS,
OTTAWA, 13th January, 1914.

The following appointments, promotions, retirements and confirmations of rank, are promulgated to the Militia by the Honourable the Minister of Militia and Defence in Militia Council.

G. O. 2.

CAVALRY.

6TH "DUKE OF CONNAUGHT'S ROYAL CANADIAN HUSSARS."—CORPS RESERVE.—The name of Captain A. S. Sadik-Bey is removed from the list of officers of the Canadian Militia. 9th January, 1914.

12TH MANITOBA DRAGOONS.—Lieutenant E. N. Elliott is permitted to resign his commission. 30th December, 1913.

THE 18TH MOUNTED RIFLES.—Provisional Lieutenant F. W. Tonkin is retired. 9th January, 1914.

"20TH BORDER HORSE."—To be Provisional Lieutenant: Charles Arnold Breckenridge, gentleman. 1st January, 1914.

23RD ALBERTA RANGERS.—Lieutenant P. B. Reed is transferred to the Corps Reserve. 3rd January, 1914.

29TH LIGHT HORSE.—To be Provisional Lieutenant: Eric Joseph Strathern, gentleman. 4th December, 1913.

34TH "FORT GARRY HORSE."—Lieutenant W. A. Campbell is transferred to the Corps Reserve. 1st November, 1913.

ARTILLERY.

Canadian Field Artillery.

4TH BRIGADE, 10TH "WOODSTOCK" FIELD BATTERY.—To be Provisional Lieutenant: Raymond Vince Jones, gentleman. 19th December, 1913.

5TH BRIGADE.—1ST "QUEBEC" BATTERY.—To be Provisional Lieutenant (supernumerary): Hector Collette, gentleman. 22nd December, 1913.

CORPS OF GUIDES.

To be provisional Lieutenant: William Jermy Jephson, gentleman. 12th December, 1913.

INFANTRY.

8TH REGIMENT "ROYAL RIFLES."—Lieutenant (Supernumerary) C. W. Wiggs and provisional Lieutenant (Supernumerary) W. L. MacWilliam are absorbed into the establishment.

To be provisional Lieutenants (Supernumerary): Harold Hawthorne Cooper and Henry Forsyth Hall, gentlemen. 1st January, 1914.

13TH "ROYAL REGIMENT."—To be provisional Lieutenant (Supernumerary): Murray Allan Vallance, gentleman. 29th December, 1913.

14TH REGIMENT "THE PRINCESS OF WALES' OWN RIFLES."—Lieutenant J. A. W. Craig is transferred to the Corps Reserve. 26th December, 1913.

30TH REGIMENT "WELLINGTON RIFLES."—Provisional Lieutenant (Supernumerary) C. McGowan is absorbed into the establishment. 8th December, 1913.

31ST GREY REGIMENT.—Provisional Lieutenant (Supernumerary) J. C. McDonald is permitted to retire. 5th January, 1914.

32ND BRUCE REGIMENT.—To be provisional Lieutenant and to be seconded for duty with The Canadian Signal Corps: Malcolm Loughrey Maitland, gentleman. 14th December, 1913.

39TH REGIMENT "NORFOLK RIFLES."—To be Adjutant: Captain A. A. Winter. 1st April, 1913.

To be provisional Lieutenant: Sergeant-Major Walter Crooks Forse. 20th May, 1913.

46TH DURHAM REGIMENT.—To be provisional Lieutenant: Herbert Alfred Ben-Oliel, gentleman. 31st December, 1913.

53RD SHERBROOKE REGIMENT.—Provisional Lieutenant J. McN. Forbes is permitted to retire. 3rd January, 1914.

54TH REGIMENT "CARABINIERS DE SHERBROOKE."—To be provisional Lieutenant: Louis Aimé Fournier, gentleman. 1st January, 1914.

57TH REGIMENT "PETERBOROUGH RANGERS."—The tenure of appointment of Captain and brevet Major D. Walker as Adjutant, is extended to 1st October, 1914.

Lieutenant J.W. Kelly is transferred to the Corps Reserve. 9th September, 1913.

66TH REGIMENT "PRINCESS LOUISE FUSILIERS."—To be provisional Lieutenant: Francis Robert Heuston, gentleman. 16th December, 1913.

75TH LUNENBURG REGIMENT.—To be provisional Lieutenants: George Byron Redden and Earle Spurgeon Millett, gentlemen. 20th December, 1913.

85TH REGIMENT.—To be Captain: Lieutenant R. Bourassa, *vice* Captain H.R. Bisaillon, promoted. 30th October, 1913.

To be provisional Lieutenant (Supernumerary): Armand de Tilly, gentleman. 12th December, 1913.

93RD CUMBERLAND REGIMENT.—To be Captain and Adjutant: Lieutenant J.A.McPherson, *vice* Captain W.A.Fillmore, promoted. 17th November, 1913.

Lieutenant C. O'Rourke is retired. 9th January, 1914.

96TH "THE LAKE SUPERIOR REGIMENT."—Lieutenant (Supernumerary) W.D. Wilgar is absorbed into the establishment.

To be provisional Lieutenant (Supernumerary): Joseph Placide Bertrand, gentleman. 10th December, 1913.

ARMY MEDICAL SERVICES.

Army Medical Corps.

To be Captains: Lieutenants (Supernumerary) A. Laurendean. 30th November, 1913.

P. G. Bell, S.A. Smith. 21st December, 1913.

Lieutenant D. A. McClenahan. 15th January, 1914.

To be provisional Lieutenant (Supernumerary): Ervin Lockwood Stone, gentleman. 5th January, 1914.

To be Nursing Sister (Supernumerary): Florence Muriel Church. 26th December, 1913.

REGIMENTAL MEDICAL SERVICES.

THE GOVERNOR-GENERAL'S FOOT GUARDS.—Major G. S. MacCarthy is transferred to the Reserve of Officers. 29th December, 1913.

CORPS OF SCHOOL CADET INSTRUCTORS.

To be Lieutenant: Roy James Gallagher, gentleman, 2nd January, 1914.

MEMORANDA.

With reference to General Order 221, 1912, the dates of promotion of Lieutenant and Musketry Instructor J. Geddes and Lieutenant J. D. Sinclair, 79th Cameron

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THE SENATE
CANADA

DEPARTMENT OF INDIAN AFFAIRS
MAY 22 1914

461859

Ottawa, Ont., May 21, 1914.

Mr. MacLean,-
Deputy Minister of Indian Affairs,
Ottawa,

My dear MacLean,-

Would you kindly let me know what steps a party would have to take to secure a surrender from the Indians and frommthe Department to enable them to prospect for oil on Indian reserves in Northern Alberta. Also what amount of royalty would have to be paid, the length of time the rights would be granted for and everything in connection with same.

Yours truly,

LANDS BRANCH
MAY 22 1914

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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W. 359,783.

Ottawa, May 23, 1914.

Dear Senator -

I beg to acknowledge the receipt of your letter of the 21st instant, in regard to disposition of oil rights on Indian reserves in northern Alberta, and in reply beg to inclose copy of Oil Regulations, applicable to Indian reserves in this district, and to say that no disposition of oil rights on any reserve under the Regulations can be made by the Department until after surrender thereof by the Indians in accordance with the provisions of the Indian Act.

Yours very truly,

W. D. McLEAN

Assistant Deputy & Secretary.

Hon. T. O. Davis,
The Senate,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

OFFICE OF CONTROLLER,
MINING, LANDS & YUKON BRANCH,
DEPARTMENT OF THE INTERIOR.

O. H. M. S.

DEPT. OF INDIAN AFFAIRS
MAY 1
REGISTRY (14)

Rush
Telegram

Secretary Department
of Indian Affairs
Ottawa

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

(18-4-10-0332)

359783

CANADIAN PACIFIC R'Y CO.'S TELEGRAPH

DEPARTMENT OF INDIAN AFFAIRS
MAY 29 1914

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

RECEIVED AT

(WHERE ANY REPLY SHOULD BE SENT)

00076

b 20 ra g 27 NLVia Saskatoon

Battleford sask May 27-14

The Controller Mining lands & Yukon, Branch,

Dept Interior Ottawa Ont-

402136

Please advise by wire if applications for petroleum and natural gas leases can be accepted on indian reserve lands forward supply applications for leases on surveyed lands .

L.P.O.Neel.

1010a

Mining

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

F.

(18-4-10-6332) 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, May 29, 1914.

L. P. O. Noel,
Battleford,
Sask.

Replying telegram to Controller Mining Lands, applications for petroleum and gas not accepted on Indian reserves.

J. D. McLean.

(Ch. D.I.A.)

File
WAO

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359783

SASKATOON AGENCIES LIMITED.

FINANCIAL AGENTS

128001

CABLE ADDRESS
"SASKETH"

P.O. BOX 995.

SASKATOON, SASK.
CANADA.

463446

MINING LANDS BRANCH
OTTAWA, CANADA.
MON 15 JUN
1914
DEPT. OF THE INTERIOR.

June 10, 1914.

The Honorable Minister of the Interior,
Ottawa.

INTERIOR OTTAWA
JUN 15 1914
LANDS BRANCH

Dear Sir:

Will you kindly advise us what the regulations are respecting the filing of oil and mineral claims on Indian Reserve lands? We understand that the Dominion Lands Office are not authorized to accept applications for these rights in the ordinary way, and we would like to know if there is any way that these rights can be obtained from the Government or from the Indians, and permits obtained for entering the Reserves for the purpose of boring for oil or minerals.

Would you kindly let us have this information, and greatly oblige

Yours very truly,

Saskatoon Agencies Limited

Eric Hayden
Pres.

EWH/E.

LANDS BRANCH
JUN 18 1914

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359.783/

Ottawa, June 19, 1914.

Gentlemen,-

I beg to acknowledge the receipt of your letter of the 10th instant, inquiring in regard to prospecting for oil and minerals on Indian reserves, and in reply to say that no disposition of oil rights or minerals on any reserve can be made until after surrender thereof by the Indians under and in accordance with the provisions of the Indian Act. If you desire to prospect on any specific reserve, upon making application to the Department you will be fully advised in regard thereto.

Your obedient Servant,

J. D. McLEAN

Assistant Deputy & Secretary.

The Saskatoon Agencies, Limited,
Saskatoon,
Sask.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359783

HANNA, K. C.

DOMINION BANK BUILDING
TORONTO
ONT.

DEPARTMENT OF INDIAN AFFAIRS
MAY 18 1915

L. Oldds

May 17th, 1915.

479412

To the Department of Indian Affairs,

Ottawa, Ontario.

Dear Sirs,

In what position are the Gas and Oil Rights for the Indian Reserves in Alberta? I have in mind particularly the Gas and Oil Rights on the Blackfoot Reserve as shown on Plan 115. Have these Rights been leased? If so, to whom?

I would like as well to know what are the conditions under which the right to operate for Gas and Petroleum on Indian Lands in Alberta can be secured?

Very truly yours,

W. J. Hanna

WJH/JS.

LANDS BRANCH
MAY 18 1915

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

559,783.

Ottawa, May 19, 1915.

Sir,-

I beg to acknowledge the receipt of your letter of the 17th instant, in regard to oil and gas rights on Indian reserves in the province of Alberta.

In reply I would say that no disposition of oil and gas on any reserve can be made until after the same has been surrendered by the Indians under and in accordance with the provisions of the Indian Act, Chap. 81, Revised Statutes of Canada, 1906.

The question of disposition of oil and gas rights on any particular reserve is taken up specially, and after surrender by the Indians would be disposed of on the best possible terms in their interest. The Department is not in a position to consider at present the question of disposition of oil and gas rights on the Blackfoot reserve.

Your obedient Servant,

J. D. McLean

Assistant Deputy & Secretary.

W. J. Hanna, Esq., K.C.,
Dominion Bank Building,
Toronto, Ont.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Records
To File –
Regisler

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

35-9783

January 10, 1917.

Dear Sir,-

The Hon. Dr. Roche has transferred to me your letter of the 2nd of January, with reference to the location of an oil well on an Indian reserve in Alberta. This Department has received many applications for permission to prospect for oil on the reserves in Southern Alberta, but has not issued any permits. If you would care to mention the location to which you refer, I would be glad to further consider the matter, although it is not at all likely that we would undertake just now to make any trial borings.

Yours very truly,

D C Duncan

Deputy Superintendent General.

N. S. Houston, Esq.,
P. O. Box 832,
Nelson, B.C.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Department of Indian Affairs

Canada

File No.

Lands and Timber Branch

Ottawa, January 9, 1917.

Memo.

496950

The Deputy Minister,-

In regard to letter from Mr. Houston as to information which he has regarding oil on an Indian reserve in Alberta, I would say that Mr. Houston might be asked to furnish the name of the Indian reserve to which he refers, when the matter could then be taken up by the Department.

W. A. Orr

Officer in Charge.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

345-055

Ottawa, Jan. 9 1917

Mr. Orme

Please report on attached letter and return it to the office of the Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Mr Scott

Nelson, B.C. Dec

DEPT. OF THE INTERIOR
RECEIVED
JAN 8 1917
MINES BRANCH

DEPARTMENT OF INDIAN AFFAIRS
JAN 10 1917

Nelson, B.C. Jan. 2nd. 1917.

496948

Sir:-

For several years past men have been endeavoring to find oil in commercial quantities in Alberta. I beliebe I have information that would lead to the location of a successful well. The particular point I have in view is on an Indian Reservation, it would require special permission from your department from your department to do the prospecting, therefore to simplify matters I would be willing to reveal to you the exact location and your department can make the necessary examinations and sink a trial well. Our only alternative would be to give this information to a Co. as I believe it would be impossible for us to form a Co. of our own at present and if any benefit is to be gained I would prefer the country should have it at this time. If this is of interest to you I will be pleased to give further information regarding the matter. Doubtless you have received many requests of a similar nature, it is firmly believed there is oil in Alberta in commercial quantities and I believe It will be at this particular point. Awaiting your reply,

I have the Honor to be,

Sir,

Your Obedient Servant,

M. S. Houston

Nelson, B. C. Box 832

Hon. Dr. Roche,

Minister of the Interior,

Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

Okotoks,

9th July, 1919.

H. H. Rowatt, Esq.,

525312

Dear Sir,

Would you let me know by return, or as soon as possible, the conditions under which the Petroleum and Natural gas rights are disposed of on the Indian Reserves.

I have been requested by a number of people in the Province to acquire this information.

I am,

Yours truly,

(Signed) GEORGE HOADLEY.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359783

DO NOT WRITE ABOUT MORE THAN ONE SUBJECT IN THE SAME LETTER—WRITE LEGIBLY YOUR FULL NAME AND ADDRESS

B.A.B.

ADDRESS YOUR REPLY TO
CONTROLLER OF THE
M. L. & Y. BRANCH.

DEPT. OF INDIAN AFFAIRS
JUL 16 1919
RECORDS

IN YOUR REPLY
PLEASE QUOTE THIS
FILE No.

325312

Department of the Interior.
Mining Lands and Yukon Branch.

Ottawa, 15th July, 1919.

Sir,

Encl. I beg to enclose herewith a copy of a communication which has been received from George Hoadley Esq., M.L.A., of Okotoks, Alberta, in which he asks for information as to the conditions under which the petroleum and natural gas rights may be disposed of within Indian Reserves.

I have advised Mr. Hoadley that a copy of his communication has been forwarded to you.

Your obedient servant,

W. W. Cowall,
Controller.

M. L. BRANCH
JUL 16 1919

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359,783.

Ottawa, July 16, 1919.

Sir,-

I have to acknowledge the receipt of a copy of your communication of the 9th instant, addressed to Mr. Rowatt, the Controller of the Mining Lands & Yukon Branch, Department of the Interior, and in reply to say that petroleum and natural gas rights on Indian reserves can only be disposed of by the Department after surrender thereof by the Indians in order that the same may be disposed of for their benefit.

I may say that the terms and conditions as to disposition are framed largely on the terms and conditions upon which the Indians would be willing to surrender the rights for disposal.

I might call your attention to the fact that, if it is desired to prospect on any Indian reserve, application for permission must be made to the Department, which would only be in a position to grant prospecting rights provided the Indians surrendered the same to be disposed of for their benefit.

Your obedient Servant,

J. D. McLean

Assistant Deputy & Secretary.

WWO

George Hoadley, Esq., M.L.A.,
Okotoks,
Alberta.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

RAPH AND "NATGAS"
E ADDRESS

TELEPHONE M6626

359783

DEPT. OF INDIAN AFFAIRS
MAR 1 1920
RECORDS

THE CANADIAN WESTERN NATURAL GAS, LIGHT, HEAT & POWER CO. LIMITED

EUGÈNE COSTE, E.M.,
PRESIDENT & MANAGING DIRECTOR

H.B. PEARSON,
GENERAL SUPERINTENDENT.

H.S. TIMS,
TREASURER.

DILLON COSTE,
SECRETARY.

533496

CALGARY, ALBERTA,
CANADA. Feb., 25th, 1920.

The Director,
Indian Affairs Branch,
Dep't of the Interior,
OTTAWA, Ont.,

Dear Sir:-

The writer understands that the Petroleum and Natural Gas Rights in Indian Reserves, in Western Canada, are now available to the public under certain regulations.

Will you please be good enough to forward the writer at the above address a copy of the regulations of the disposal of the Petroleum and Natural Gas Rights, underlying Indian reserves, the property of the Crown in trust for these various Indian tribes.

Yours faithfully,

THE CANADIAN WESTERN NATURAL GAS LIGHT, HEAT & POWER COMPANY, Ltd.,

Secretary.

BRANCH
MAR 1 1920

DC/T

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359,783.

Ottawa, March 17, 1920.

Gentlemen,-

In compliance with request contained in your letter of the 25th ultimo, I beg to inclose copy of Regulations established in 1910, for the disposal of petroleum and gas on Indian Reserves in the provinces of Alberta, Saskatchewan and the Northwest Territories.

You will observe in the Regulations that disposition of the oil and gas on any reserve can only be made after surrender of the petroleum and gas by the Indians in accordance with the provisions of the Indian Act.

Your obedient Servant,

W. A. Orr.

WAO

In Charge Lands & Timber Branch.

The Canadian Western Natural Gas, Light, Heat & Power Co. Ltd.,
Calgary,
Alberta.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

359783

TELEGRAPH AND CABLE ADDRESS "NATGAS"

TELEPHONE M6626

DEPT. OF INDIAN AFFAIRS
MAR 26 1920
RECORDED

THE CANADIAN WESTERN NATURAL GAS, LIGHT, HEAT & POWER CO. LIMITED

EUGÈNE COSTE, E.M., PRESIDENT & MANAGING DIRECTOR.
H.B. PEARSON, GENERAL SUPERINTENDENT.

H.S. TIMS, TREASURER.
DILLON COSTE, SECRETARY.

P.O. BOX 2197

53473

CALGARY, ALBERTA, CANADA, March 22nd, 1920.

SUPPLY BRANCH
MAR 27 1920

The Secretary,
Department of Indian Affairs,
Ottawa, Ontario.

Dear Sir:- Your File 359783
Your letter March 17th.1920.

The writer begs to thank you for the copy of the regulations for the disposition of Petroleum & Natural gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and the North West Territories.

Will you be good enough to forward the writer a copy of the Indian act in order that the writer may make himself familiar with the disposition of oil and gas by the Indians according to the provisions in the said act.

Yours truly,

The Canadian Western Natural Gas,
Light, Heat & Power Company, Ltd.

Dillon Coste

Secretary.

DC/H.

Indian Act Sent 27/3/20

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

20001 ~~309183~~

Fernie B.C. Jan 9th 1923

The Dept of Indian Affairs
Ottawa

DEPT. OF INDIAN AFFAIRS
JAN 15 1923
RECORDS

577760

Sir

Will you kindly advise me as to the Regulations governing the acquiring of Indian Lands for Oil and Gas Exploration in Southern Alberta

and oblige

Yours truly

Thomas J Jamieson
Theatre Office
Fernie B.C.

LANDS BRANCH
JAN 17 1923

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

20001

Ottawa. Jan.19th.1923.

encl.

Sir:-

I beg to acknowledge receipt of your letter of the 9th.inst. inquiring as to the regulations respecting the acquirement of Indian lands in the province of Alberta for purposes of oil and gas exploration and in reply to enclose herewith a copy of such regulations.

Your obedient servant,

In charge
Lands & Timber Branch.
(J.C.Caldwell)

Thomas J.Jamieson Esq.
Fernie
B.C.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

Common Sense

—AND—

Oil Speculation

The OIL OFFICE:

KING'S HOTEL BLDG.

Fernie, B.C.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

THE money we get for these Shares goes to pay for a Pumping outfit and development and operating expenses and to secure the Leases for you.

JOIN THIS SYNDICATE AND OWN A BLOCK OF LEASES WHERE THE REAL OIL IS—PROVEN OIL LANDS SELL FOR FABULOUS PRICES—THE WRITER KNOWS OF OIL LANDS THAT HAVE SOLD FOR AS HIGH AS TEN THOUSAND DOLLARS AN ACRE——

THIS field, the present Dreamfield Tract, together with THREE OTHER TRACTS was shown to the Writer in a Vision Five years ago and before he had ever been closer than one hundred miles to it. EVERY POST OFFICE, EVERY LAND MARK in the entire area traversed, was shown exact.
—DON'T SAY "BUNK." Take your Bible and read JOB 33; 15, 16.

THIS is not the first time that this Great Law has been discerned. THIS IS ONE OF THE IMMUTABLE LAWS OF GOD AND IS BEING TAUGHT TODAY IN EVERY COUNTRY IN THE WORLD AS THE LAW OF SPIRITUAL ILLUMINATION—THE WRITER HAS HAD A SCORE OF THESE EXPERIENCES, HAS ALWAYS UNDERSTOOD THEM AND THEY HAVE NEVER VARIED AND THEY HAVE NEVER FAILED Being a demonstration of a Natural Law they could not fail.

THERE IS A SPIRIT IN MAN AND THE INSPIRATION OF THE ALMIGHTY GIVETH HIM UNDERSTANDING.

PLEASE do not confound the thought of this with Spiritualism as it is generally understood.

THE Well, known as Fowlers Folly at Burkburnett, Texas, was the result of a VISION. It was the biggest joke in Texas until it came in—THEY SOLD OUT FOR SIXTEEN HUNDRED THOUSAND DOLLARS—It paid TEN THOUSAND PER CENT.

THE late Jesse Knight of Utah, Father of Ray Knight, the cattle man of Lethbridge was guided in a Vision to the mine that made his Millions—The Writer was told by one of Mr. Knight's personal friends that they seriously considered having him examined as to his sanity—he stuck to it and it is a matter of common knowledge in the western States that he gave away more money than any Millionaire in the Country and he died worth over FORTY MILLION DOLLARS—Truth will live.

IF this Dreamfield project had not been builded on a Truth foundation it would have been dead long ago—When these leases were taken there was not over 200 acres of Oil leases held in the whole south country and Cat Creek and Kevin and Sunburst were unknown.

TODAY there are OVER SIX HUNNDRED THOUSAND ACRES of Oil and Gas Leases taken in the South Country and we are sitting ON TOP OF THE WORLD——

WE stood alone for three years—there is one Company now holding A QUARTER OF A MILLION ACRES ON THREE SIDES OF US — This same thing will happen in the the Field where this THREE THOUSAND ACRES are offered you, ONLY IN THIS CASE IT WILL BE A MATTER OF DAYS INSTEAD OF YEARS.

REMEMBER, your interest in this ACREAGE is given as a Bonus and is according to the Shares you hold AND you can only participate in this 3000 acres by holding the Shares of this Fifty Thousand Series as for Example—If one man were to come in and take the whole fifty thousand Shares HE would be the SOLE OWNER OF THE THREE THOUSAND ACRES OF LEASES.

THIS is the BIGGEST MONEY MAKING PROPOSITION that has ever been offered to the Public of British Columbia.
——IT APPEALS TO COMMON SENSE——

AFTER you have spent your money in it you will not be going around grousing about it and wishing you had it back—TRUTH WILL LIVE—

THERE are hard-headed Business Men in this Province who will be QUIETLY BUYING UP THE SHARES OF THIS FIFTY THOUSAND SERIES AT THE PAR PRICE as soon as the Pump starts—THERE'S A REASON—

his Millions—The Writer was told by one of Mr. Rockefeller's personal friends that they seriously considered having him examined as to his sanity—he stuck to it and it is a matter of common knowledge in the western States that he gave away more money than any Millionaire in the Country and he died worth over **FORTY MILLION DOLLARS**—Truth will live.

IF this Dreamfield project had not been builded on a Truth foundation it would have been dead long ago—When these leases were taken there was not over 200 acres of Oil leases held in the whole south country and Cat Creek and Kevin and Sunburst were unknown.

TODAY there are **OVER SIX HUNNDRED THOUSAND ACRES** of Oil and Gas Leases taken in the South Country and we are sitting **ON TOP OF THE WORLD**——

WE stood alone for three years—there is one Company now holding **A QUARTER OF A MILLION ACRES ON THREE SIDES OF US** — This same thing will happen in the the Field where this **THREE THOUSAND ACRES** are offered you, **ONLY IN THIS CASE IT WILL BE A MATTER OF DAYS INSTEAD OF YEARS.**

REMEMBER, your interest in this **ACREAGE** is given as a Bonus and is according to the Shares you hold **AND** you can only participate in this 3000 acres by holding the Shares of this Fifty Thousand Series as for Example—If one man were to come in and take the whole fifty thousand Shares **HE** would be the **SOLE OWNER OF THE THREE THOUSAND ACRES OF LEASES.**

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AFTER you have spent your money in it you will not be going around grousing about it and wishing you had it back—**TRUTH WILL LIVE**—

THERE are hard-headed Business Men in this Province who will be **QUIETLY BUYING UP THE SHARES OF THIS FIFTY THOUSAND SERIES AT THE PAR PRICE** as soon as the Pump starts—**THERE'S A REASON**—

NOW a word about Oil as an Investment. It will never be and never has been the policy of the Writer to knock any man's Proposition. I say **GOD BLESS THEM ALL** if they are really trying to do something constructive but I want to call the attention of the Public of British Columbia to some features of this Business that do not appear to be generally known hereabouts.

AS a result of unfavorable Legislation in the States there is a very low price on Oil today. **THE POSTED PRICE OF KEVIN SUNBURST CRUDE IS ONLY** 70 cents per barrel.

THE DOMINION GOVERNMENT OFFER A BONUS OF 52½ Cents a Barrel for Oil produced in Canada. **OUR BONUS IS ALONE WORTH WITHIN** 17½ Cents per Barrel of **THE WHOLE PRICE** of Montana Oil.——**THE NORMAL PRICE FOR OUR OIL SHOULD BE AROUND $3.00.**

WE have secured offices in the **KINGS HOTEL BUILDING** where we get possession on January 2nd and this will in future be the **BRITISH COLUMBIA OFFICE OF THE PRESIDENT OF THIS COMPANY** and will be known and advertised as **THE OIL OFFICE.**

OUR MAPS AND INFORMATION ARE AT THE SERVICE OF THOSE WISHING TO KNOW MORE OF THE OIL SITUATION IN ALBERTA.

With kindest Good Wishes for all and extending to you
THE COMPLIMENTS OF THE SEASON

Cordially yours,
Thomas J. Jamieson.

THE OIL OFFICE KING'S HOTEL : BUILDING : **FERNIE, B.C.**

2 of 2

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

To the Public:

IN submitting the following, the Writer wishes to say that prospective Shareholders may have every possible information on this Project but that space herein does not permit of extended information.

THE Dreamfield Oil Company, Limited, is a non-personal liability Corporation organized in Canada early in Nineteen Nineteen with Head Office in Lethbridge, Alberta, and was formed to develope a Tract of NINETEEN HUNDRED AND TWENTY-TWO ACRES OF OIL AND GAS LEASES IN THE CANADIAN END OF THE FAMOUS SWEET GRASS ARCH IN SOUTHERN ALBERTA.

WE ARE ON LUCKY STRIKE PLATEAU, A HUGE DOME THAT RISES HUNDREDS OF FEET ABOVE MILK RIVER TO THE SOUTH AND THE ETZIKOM COULEE TO THE NORTH. IT IS A NATURAL RESERVOIR CAPABLE OF HOLDING VAST BODIES OF OIL.

DURING the summer of 1920 this Field was visited by two of the HIGHEST PAID GEOLOGISTS in the world and their opinions, expressed through the medium of the American Press was that THERE WAS A VAST BODY OF OIL AND THAT IT WOULD UNDOUBTEDLY BE FOUND ON THE CANADIAN SIDE OF THE SWEET GRASS HILLS.

THERE are Oil Seepages on every side of this huge dome. It has seeped into the wells and Coulees ever since the memory of man has record of this part of the country.

OUR first well, drilled under Contract, was lost at about 675 feet and can be reclaimed and finished.

NO. 2 Well has been drilled and cased and now requires to be pumped continuously for a time to produce.

THIS method of handling No. 2 Well is the same as used by all practical Oil producers and has been done successfully in many fields—the Outfit to be used is one especially made for this purpose.

WE are offering Fifty Thousand privately owned Shares of the Capital Stock of this Company. The Price is FORTY CENTS PER SHARE UNTIL FURTHER NOTICE. It is Inevitable that the Price of this Block of Shares will be Boosted as soon as the Location of the 3000 Acres of Oil Leases is made known, for this reason we do not Guarantee to Continue This Price — FIRST COME — FIRST SERVED. The Par Value of this Stock is One Dollar per Share and we offer you not only the opportunity of making money on the Shares BUT we offer you an interest in THREE THOUSAND ACRES OF GAS AND OIL LEASES picked by the Writer with the same Understanding and for the same reason that the Dreamfield Tract was picked. This 3000 Acres will be checker-boarded with the Writers holdings and your interest in this 3000 Acre Tract will be in proportion to the number of Shares you hold. THERE'S A PROFIT OF ONE HUNDRED AND FIFTY PER CENT. ON THIS STOCK WHEN IT CROSSES PAR AND YOU HAVE YOUR ACREAGE TO BOOT——

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

20,001

DEPT. OF INDIAN AFF
FEB 5 1923
RECORDED

THE OIL OFFICE
[illegible]S HOTEL BUILDING
FERNIE, B.C.

Fernie B. C. Jan,31st,1923

578585

The Dep't of Indian Affairs
Ottawa--------Canada

LANDS BRANCH
FEB 6 1923

For the attention of Mr J. C. Caldwell

Sir.

I wish to thank you for Copy of Regulations accompaning your letter of the 19th,Inst , your file # 20001 and herewith beg to ask for further instructions leading up to the filing of formal application to explore lands in your Dep't.

LANDS BRANCH
FEB 7 1923

I note, under the first heading, PROSPECTING, that exclusive permission to prospect ----AFTER SURRENDER OF THE PETROLEUM AND GAS BY THE INDIANS----------

Will you be good enough to make it plain to me just what the requirements of a case would be as for example----

Assume that I have made Application for a certain tract and have given meets and bounds defining the location of the tract desired----Just what do I have to do as an accompaniment to the application AND thereafter?.

Again, assuming that in the interests of the business of oil exploration it could be conclusively shown that certain existing regulations ARE detrimental in that they tend to hamper developement, would the legislation necessary to a change of such undesirable features be by way of Order - in - Council or by motion.

I would be very grateful for definite information and a Copy of the Indian Act.

Very truly yours

Thomas J. Jamieson

T. J. Jamieson

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
ARCHIVES PUBLIQUES
CANADA

20,001

THE OIL OFFICE
[illegible]S HOTEL BUILDING
FERNIE, B.C.

DEPT. OF INDIAN AFF[illegible]
FEB 5 1923
RECORD[illegible]

Fernie B. C. Jan,31st,1923

578585

The Dep't of Indian Affairs
Ottawa--------Canada

LANDS BRANCH
FEB 6 1923

For the attention ~~of Mr~~ J. C. Caldwell

Sir.

I wish to thank you for Copy of Regulations accompaning your letter of the 19th,Inst , your file # 20001 and herewith beg to ask for further instructions leading up to the filing of formal application to explore lands in your Dep't.

LANDS BRANCH
FEB 7 1923

I note, under the first heading, PROSPECTING, that exclusive permission to prospect ----AFTER SURRENDER OF THE PETROLEUM AND GAS BY THE INDIANS----------

Will you be good enough to make it plain to me just what the requirements of a case would be as for example----

Assume that I have made Application for a certain tract and have given meets and bounds defining the location of the tract desired----Just what do I have to do as an accompaniment to the application AND thereafter?.

Again, assuming that in the interests of the business of oil exploration it could be conclusively shown that certain existing regulations ARE detrimental in that they tend to hamper developement, would the legislation necessary to a change of such undesirable features be by way of Order.-in - Council or by motion.

I would be very grateful for definite information and a Copy of the Indian Act.

Very truly yours

Thomas J. Jamieson

T. J. Jamieson

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20.001

Ottawa, Feb.8th.1923.

Sir:-

I beg to acknowledge receipt of your letter of the 31st.ult.making inquiry as to certain features of the Mineral Regulations and in reply to state that the Department is not authorised to grant leases of oil or gas lands on Indian Reserves without first securing a surrender from the Indians of the band who own the reserve.

It may be taken for granted that if oil or gas is discovered in paying quantities, the Indians will naturally be anxious to give a surrender so that the wells may be worked and a revenue may be forth-coming for their benefit.

If therefore after you may have been granted permission to prospect, you file with the Department a proper description of the lands which you propose to lease, the Department will then submit a surrender to the Indians covering such lands.

Your obedient servant,

In charge
Lands & Timber Branch.
(J.C.Caldwell)

Thomas J.Jamieson Esq.
Fernie
B.C.

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REGULATIONS TO GOVERN OIL AND GAS OPERATIONS ON RESTRICTED INDIAN LANDS

DEFINITIONS

The following expressions, wherever used in the lease and regulations, shall have the meaning now designated, viz:

Superintendent.—The superintendent of any Indian agency in Oklahoma, or any other person who may be in charge of such agency and reservation, and it shall be his duty to enforce compliance with these regulations.

Geological Survey Engineer.—A representative of the Geological Survey, assigned to work on Indian lands, who acts as a technical advisor to the superintendent in matters pertaining to the development and operation of oil and gas properties.

Inspector.—Any person appointed as inspector of oil and gas operations, or who may be designated by the Secretary of the Interior or the Commissioner of Indian Affairs to supervise oil or gas operations on restricted Indian lands, acting under general instructions from the Geological Survey and under the supervision of the superintendent.

Oil lessee.—Any person, firm, or corporation to whom an oil-mining lease is made under these regulations.

Gas lessee.—Any person, firm, or corporation to whom a gas lease is made under these regulations.

Leased lands.—The term "leased lands" or "leased premises" or "leased tract" shall mean any restricted lands belonging to Indian allottees from which restrictions have not been removed and which have been leased by such allottees with the approval of the Secretary of the Interior.

OPERATIONS

1. No operations shall be permitted upon any tract of land until a lease covering such tract shall have been approved by the Secretary of the Interior.

POWERS AND DUTIES OF INSPECTOR

It shall be the duty of the inspector—

2. To visit from time to time leased lands where oil and gas mining operations are being conducted and to inspect and supervise such operations, with a view to preventing waste of oil and gas, d[illegible] to [illegible]il, gas, or water bearing formations, or to coal measures or other mineral-bearing deposits, or injury to property or life, in accordance with the provisions of these regulations.

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3. To make reports to the superintendent and to the Geological Survey as to the general conditions of the leases, property, and the manner in which operations are being conducted and his orders complied with.

4. To consult and advise with the superintendent as to the condition of the leased lands and to submit information and recommendations from time to time for safeguarding and protecting the property of the lessor and securing compliance with the provisions of these regulations.

5. To give such orders or notices as may be necessary to secure compliance with the regulations and to issue all necessary instructions or orders to lessees to stop or modify such methods or practices as may be contrary to the provisions of such regulations.

6. To modify or prohibit the use or continuance of any operation or method which may be causing or is likely to cause any surface or underground waste of oil or gas or injury to any oil, gas, water, coal, or other mineral formation, or which is dangerous to life or property or in violation of the provisions of these regulations.

7. To prescribe, subject to the approval of the superintendent, the manner and form in which all records or reports called for by these regulations shall be made by the lessee.

8. To prohibit the drilling of any well into any producing sand when, in his opinion and with the approval of the superintendent, the marketing facilities are inadequate or insufficient provision has been made for controlling, storing, or properly handling the flow of oil or gas reasonably to be expected therefrom, until such time as suitable provision can be made.

9. To prescribe or approve the methods of drilling wells through coal measures or other mineral deposits.

10. To determine when and under what conditions a producing well may be drilled deeper, and to determine whether and under what conditions a well or sand may be abandoned.

11. To require that tests shall be made to detect waste of oil or gas or the presence of water in a well, and to prescribe or approve the methods of conducting such tests.

12. To require that any condition existing before or subsequent to the completion of a well which may be causing, or is likely to cause, damage to an oil, gas, or water-bearing formation, or to coal measures, or other mineral deposits, or which is dangerous to life or property, be corrected as he may prescribe or approve.

13. To prescribe or approve the type and capacity of separators used to separate the oil, gas, or water coming from a well.

14. To determine the percentage of the potential capacity of any gas well which may be utilized when such action is necessary to properly protect the gas-producing formation. The inspector likewise will specify the time and method for determining the potential capacity of gas wells.

15. The superintendent shall be the sole judge of whether the regulations have been fully complied with and the inspector's orders carried out.

DUTIES OF LESSEES

16. Before actual drilling or development operations are commenced on the leased lands, or within not less than 30 days from the date of approval of these regulations in case of producing leases, or leases on lands on which such operations have been commenced prior to such approval, the lessee or assignee shall appoint a local or resident representative within the State on whom the superintendent or other authorized representative of the Department of the Interior may serve notices or otherwise communicate with in securing compliance with these regulations, and shall notify the superintendent of the name and post-office address of the representative so appointed.

In the event of the incapacity or absence from the designated address of such local or resident representative the lessee shall appoint some person to serve in his stead, and in the absence of such representative from his designated address, or of notice of the appointment of a substitute, any employee of the lessee upon the leased premises or the contractor or other person in charge of drilling operations thereon shall be considered the representative of the lessee for the purpose of service of orders or notices as herein provided, and service upon any such employee, contractor, or other person shall be deemed service upon the lessee.

17. The lessee shall not begin to drill, redrill, deepen, plug, or abandon any well, or alter the casing in it, without first notifying the superintendent of his plan or intention and receiving written approval of the contemplated work. The notice of intention to drill or deepen a well shall specify: (*a*) The method to be used in drilling (such as cable or rotary tools; (*b*) the name of the sand (or formation), with an estimate of the depth, from which production is expected; (*c*) the sizes and weights of the casing to be used and an estimate of the depth at which each string of casing will be landed; (*d*) the provision to be made in addition to casing (such as cementing, formation shut-off, or mud fluid) to exclude water from the well and protect sands that are cased off.

18. The lessee shall keep on the leased premises or at his headquarters in the field accurate records of the drilling, redrilling, shooting, deepening, plugging, or abandoning of all wells, and all alterations to casing, the records to show all the formations drilled through and their content of oil, gas, or water, if any (and if water, its character), and the kinds, weights, length, and sizes of casing used in wells; and copies of such records shall be transmitted to the superintendent by the lessee on prescribed forms furnished by him within 15 days after the first completion of any well or after the completion of any further operations on it. The lessee shall also submit to the superintendent such other reports and records of operations as may be required in the manner and form prescribed by the superintendent.

19. Lessee shall furnish on the 1st day of January and the 1st day of July of each year a plat in manner and form as prescribed by the superintendent, showing the location and number of all wells, active or abandoned, on the leased lands, and other related information. Blank plats will be furnished upon application.

20. Lessee shall clearly and permanently mark all rigs or wells in a conspicuous place with the name of the lessee and the number or designation of the well and shall take all necessary precautions for the preservation of these markings.

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21. Lessee shall not drill within 200 feet of the boundary line of leased land or locate any well or tank within 200 feet of any public highway or any building used as a dwelling, granary, barn, or established watering place, except with the written permission of the superintendent.

22. Lessee shall provide two properly prepared slush pits, into one of which he must deposit sand pumpings and other materials extracted from the well during the process of drilling, but such material as is suitable for the mudding of a well shall be run into the other pit. The construction of such pits shall be subject to the approval of the inspector. Sand pumpings and such materials shall not be allowed to run over the surface of the land.

23. Lessee shall effectually shut out and exclude all water from any oil or gas bearing stratum and use all precaution and measures necessary to prevent the contamination or pollution of any fresh-water supply encountered in any well drilled for oil or gas.

24. Lessee shall protect to the satisfaction of the inspector each productive oil or gas bearing formation drilled through for the purpose of producing oil or gas from a lower formation.

25. In drilling operations the lessee shall place on the innermost string of casing a suitable gate valve or other controlling device securely anchored and keep it in place and in proper condition for use until the well is completed, except when drilling to formations where it is known that high pressures do not exist.

26. When natural gas is encountered in commercial quantities in any well lessee shall confine such gas to its natural stratum until such time as it can be produced and utilized without waste, it being understood that a commercial quantity of gas produced by a well is any unrestricted flow of natural gas in excess of 2,000,000 cubic feet per 24 hours: *Provided*, That if, in the opinion of the superintendent, gas of a lesser quantity is of commercial value, the superintendent shall have authority to require the conservation of said gas. Water shall not be introduced into any well where such introduction will operate to kill or restrict the open flow of gas therein, except to bring a well under control when mud fluid is not available.

27. An oil and gas separator shall be installed at the surface when both oil and gas are produced together in commercial quantities from the same well. The separator shall be of a type and capacity such that it will properly separate the oil and gas.

28. Lessee shall not use natural gas from a distinct or separate stratum for the purpose of flowing or lifting the oil without written approval of the superintendent.

29. The lessee shall prevent any oil or gas well from blowing open and shall take immediate steps and exercise due diligence to bring under control any "wild" or burning oil or gas well.

30. The lessee shall prevent the waste of natural gas or its wasteful utilization. The use of gas in its natural state in engines, pumps, or similar equipment where its pressure is the direct operating force is prohibited unless the exhaust gas is conserved for use as fuel or unless special permission is obtained from the superintendent. Other conditions or methods which, in the opinion of the superintendent, are wasteful of natural gas but are not specifically mentioned will not be permitted.

31. Lessee shall not use natural gas in flambeau lights, save as authorized or approved by the inspector.

32. Lessee shall use every possible precaution, in accordance with the most approved methods, to stop and prevent the waste of gas and oil, or both, in all drilling and producing operations and from connecting lines, and he shall not wastefully utilize oil or gas.

33. No well drilled for oil or gas shall be abandoned, except in a manner approved by the superintendent and only where it can be demonstrated to the satisfaction of the superintendent that the well can not be operated at a commercial profit.

34. All dry or abandoned wells on leased lands must be plugged by confining all oil, gas, or water to the strata in whch they occur by the use of mud fluid which weighs at least 25 per cent more than an equal volume of water, and in addition to mud fluid plugs of cement or other material may be used if prescribed or approved by the inspector. In plugging these wells the lessee must first thoroughly clean out the well to the bottom of the hole, and before the casing is removed from the hole the hole must be filled from the bottom to the top with mud fluid, if mud fluid alone is used. The mud fluid must be free from sand, lime cuttings, or other coarse material. Unless the inspector prescribes or approves some other method the mud fluid shall be introduced at the bottom of the hole by conducting it through a separate string of pipe or tubing within the casing. To prevent freezing this separate string of pipe or tubing may be raised as the hole is filled with mud fluid.

35. If such abandoned or dry well be in a coal bed or other mineral vein deposit or be in such condition as to warrant taking extra precautions, the inspector may require such variations in the above-prescribed methods of plugging and filling as may be necessary in his judgment to protect such seam or deposit against infiltration of gas or water and to protect all other strata encountered in the well.

36. The manner in which such mud-laden fluid, cement, or plugs shall be introduced into any well being plugged and the type of plugs so used shall be subject to the approval of the inspector.

In the event the lessee or operator shall fail to plug properly any dry or abandoned well in accordance with these regulations, the superintendent may, after five days' notice to the parties in interest, plug such well at the expense of the lessee or his surety.

37. All B. S. or water from tanks or wells shall be drained off into proper receptacles located at a safe distance from tanks, wells, or buildings, to the end that same may be disposed of by being burned or transported from the premises.

B. S. and salt water from tanks and wells shall not be allowed to pollute streams or damage the surface of the leased lands or adjoining property. In cases where the B. S. can not be treated successfully or burned, and the volume of salt water is too great for disposal by seepage and evaporation, the lessee should consult with the superintendent regarding its disposal and dispose of it under some approved method.

38. Lessee shall make a full and complete report to the superintendent of all accidents or fires occurring on the leased premises within 15 days after the occurrence of the accident or fire.

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39. Lessee shall provide approved tankage of suitable shape for accurate measurement, into which all production of crude oil from the wells shall be run, and shall furnish the superintendent copies of accurate tank tables and all run tickets as and when requested. The lessee shall not, except during an emergency or by special permission of the superintendent, permit oil to be stored or retained in earthen reservoirs or in any other receptacles in which there may be undue waste of oil by seepage or evaporation.

40. The superintendent may make arrangements with the purchasers of oil for the payment of the royalty, but such arrangements, if made, shall not relieve the lessee from responsibility for the payment of the royalty should such purchaser fail, neglect, or refuse to pay the royalty when it becomes due: *Provided*, That no oil shall be run to any purchaser or delivered to the pipe line or other carrier for shipment or otherwise conveyed or removed from the leased premises until a division order is executed, filed, and approved by the superintendent, showing that the lessee has a regularly approved lease in effect and the conditions under which the oil may be run. Lessees shall be required to pay for all oil or gas used off the leased premises for operating purposes; affidavits shall be made as to the production used for such purposes and royalty paid in the usual manner. The lessee or his representatives shall be present when oil is taken from the leased premises under any division order and will be responsible for the correct measurement thereof, and shall report all oil so run.

The lessee shall also authorize the pipe-line company or the purchaser of oil to furnish the superintendent with a monthy statement, not later than the 10th day of the following calendar month, of the gross barrels run as common-carrier shipment or purchased from his lease or leases.

41. Lessee will not be permitted to use any timber from any lands except under written agreement with the owner, and in all cases where lands are restricted such agreement shall be subject to the approval of the superintendent or inspector. Lessee shall, when requested by the superintendent, furnish a statement under oath as to whether the rig timbers were purchased on the leased tract; and, if so, state the name of the person from whom purchased and give such other information regarding the procurement of timber as the superintendent may desire.

42. Unless otherwise provided in the lease, lessee shall pay to the superintendent for the parties in interest all damage done to crops, buildings, and other improvements of lessor occasioned by lessee's operations and shall bury all pipe lines below plow depth if demanded by the lessor. When such damage can not be agreed upon, any of the parties may notify the superintendent, whereupon the superintendent shall notify the parties in interest that if such claims can not be arbitrated satisfactorily he will, after 10 days from date of notice, investigate the matter of damage; such notice to be sent the lessee, allottee, or his heirs, and such other person as may have informed the superintendent in writing of a claim to an interest in such lands. The superintendent shall thereupon determine the damage and apportionment thereof between the parties in interest, such determination to be final unless an appeal therefrom be taken to

the Secretary of the Interior within 10 days from the date of notice of such determination. The decision of the Secretary of the Interior shall be final and conclusive upon all parties concerned. The lessee shall be permitted to proceed with operations pending determination of the amount of damage by the superintendent upon depositing with the superintendent such amount as he may stipulate as sufficient to cover the damages claimed; and such lessee may continue with operations pending appeal upon depositing such additional amount, if any, as may be sufficient to cover the damages as fixed and apportioned by the superintendent, the surplus, if any, to be returned to the lessee. Pending action upon the appeal so much of said amount as is not in dispute by the parties in interest may be disbursed.

43. Failure to comply with any provision of these regulations shall subject the lease to cancellation by the Secretary of the Interior or the lessee to a fine of not more than $500 per day for each and every day the terms of the lease or of the regulations are violated, or the orders of the superintendent pertaining thereto are not complied with, or to both such fine and cancellation, in the discretion of the Secretary of the Interior: *Provided*, That the lessee shall be entitled to notice and hearing with respect to the terms of the lease or of the regulations violated, which hearing shall be held by the superintendent, whose finding shall be conclusive unless an appeal be taken to the Secretary of the Interior within 30 days after notice of the superintendent's decision, and the decision of the Secretary of the Interior upon appeal shall be conclusive.

44. These regulations shall become effective and in full force from and after the date of approval and shall be subject to change or alteration at any time by the Secretary of the Interior.

(Signed) CHAS. H. BURKE,
Commissioner of Indian Affairs.

Approved: July 7, 1925.
(Sgd.) JOHN H. EDWARDS,
Assistant Secretary.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1925

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REGULATIONS

GOVERNING THE

LEASING OF TRIBAL LANDS FOR MINING PURPOSES

The proviso to section 3 of the act of February 28, 1891 (26 Stat. 795), reads:

That where lands are occupied by Indians who have bought and paid for the same, and which lands are not needed for farming or agricultural purposes, and are not desired for individual allotments, the same may be leased by authority of the council speaking for such Indians, for a period not to exceed five years for grazing or farming or ten years for mining purposes, in such quantities and upon such terms and conditions as the agent in charge of such reservation may recommend, subject to the approval of the Secretary of the Interior.

The act of May 29, 1924 (Public, No. 158, 68th Cong.), provides:

That unallotted land on Indian reservations other than lands of the Five Civilized Tribes and the Osage Reservation subject to lease for mining purposes for a period of ten years under the proviso to section 3 of the act of February 28, 1891 (26 Stat. L. 795), may be leased at public auction by the Secretary of the Interior, with the consent of the council speaking for such Indians, for oil and gas mining purposes for a period of not to exceed ten years, and as much longer thereafter as oil or gas shall be found in paying quantities, and the terms of any existing oil and gas mining lease may in like manner be amended by extending the term thereof for as long as oil or gas shall be found in paying quantities.

To carry these provisions of law into effect the following regulations are prescribed. All former regulations for this purpose are replaced and superseded by these regulations.

1. The term "officer in charge" shall refer to the Superintendent or other officer of the Indian Service or of the Government having jurisdiction over the lands involved.

2. The tribal council of any Indian Tribe, speaking for such Indians by resolution properly authenticated may authorize the Secretary of the Interior to lease for mining purposes their unallotted tribal lands not needed for farming or agricultural purposes. Thereupon the Secretary may authorize and empower any person to be by him designated to execute for and on behalf of the tribe and subject to his approval all leases on unallotted tribal lands for oil and gas or other mining purposes, except metalliferous minerals on unallotted lands of Indian reservations in Arizona, California, Idaho, Montana, Nevada, New Mexico, Oregon, Washington or Wyoming which are subject to lease under Sec. 26 of the act of June 30, 1919 (41 Stat. 31), amended March 3, 1921 (41 Stat. 1225–1231).

3. Oil and gas leases shall be for a term of five years and as long thereafter as oil or gas is found in paying quantities, and any existing oil and gas lesse, executed and approved for a term of not exceeding ten years, may be amended by extending the term thereof for as long as oil or gas is found in paying quantities by stipulation entered into

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between the lessee and the council speaking for the Indians, duly approved by the Secretary of the Interior, such stipulation to be executed on Form 5–157g. Other mineral leases shall be for a term of ten years.

4. On structures of any Indian reservation where there is no oil and gas lease the Secretary of the Interior may in his discretion under such terms and conditions as he may prescribe in each particular case offer at public auction an exploratory lease for any number of acres not exceeding 4,800 on condition that the lease shall proceed at once to develop the leased tract in order to ascertain whether there is paying production. Pending the result of the development work on that lease no other oil and gas leases will be let in the vicinity of that structure.

Should any person, firm, or corporation desire to have any particular tract of land offered for an exploratory lease, request should be filed with the officer in charge with such information as may be available showing or tending to show the existence of a geologic structure of a petroleum bearing character.

In all other cases oil and gas leases will be offered at public auction to the highest responsible bidder in tracts of not exceeding 640 acres each in accordance with such terms and conditions as may be approved by the Secretary of the Interior and indicated in advertisements to be published in such manner and at such times as shall be deemed appropriate.

Leases for other minerals will be granted on such terms and conditions as the Secretary of the Interior may deem for the best interests of the Indians.

5. No lease, assignment thereof, or interest therein will be approved to any employee or employees of the United States Government whether connected with the Indian Service or otherwise, and no employee of the Interior Department shall be permitted to acquire any interest in any mineral lease covering restricted Indian lands by ownership of stock in corporations having such leases or in any other manner.

6. Lessees shall file an application for approval of lease (Form 5–157a), giving the information called for therein and execute the same before an officer qualified to administer oath.

7. A corporation shall file with its first lease:

(*a*) A certified copy of its articles of incorporation, and if foreign to the State in which the lands are located, evidence showing compliance with the corporation laws thereof.

(*b*) List of officers, directors, and stockholders, with post-office addresses and number of shares held by each.

(*c*) Evidence of authority of its officers to execute leases, bonds and other papers.

(*d*) A sworn statement of the proper officer showing:

I. The total number of shares of the capital stock actually issued and the amount of cash paid into the treasury on each share sold; or, if paid in property, the kind, quantity, and value of the same paid per share.

II. Of the stock sold, how much remains unpaid and subject to assessment.

III. Amount of cash the company has in its treasury and elsewhere.

IV. The property, exclusive of cash, owned by the company, its estimated value and location.

V. The total liabilities of the company and the nature of its obligations.

8. Statements of changes in officers shall be furnished by a corporation lessee to the officer in charge whenever any such change occurs. Affidavits may be required of individual stockholders at any time, to show in what companies, corporations, or with what persons or firms they are interested in oil and gas or other mining leases of restricted Indian lands within the State, and whether they hold such interests individually or in trust.

9. Lessees shall furnish with each lease a bond (Form 5–157c) with two or more personal sureties, or with an acceptable company authorized to act as sole surety. Such bond shall be in amount as follows: For less than 80 acres, $1,000; for 80 acres and less than 120 acres, $1,500; for 120 acres and not more than 160 acres, $2,000; and for each additional 40 acres or part thereof above 160 acres, $500: *Provided*, That a lessee may file one bond (Form 5–157f) in the sum of $15,000 covering all leases on any one reservation to which he is or may become a party. The right is reserved to increase the amount of a bond above the sum named in any case where the Secretary of the Interior deems it proper to do so.

10. The officer in charge may, either before or after approval of a lease, call for any additional information desired to carry out these regulations. If a lessee shall fail to furnish the papers necessary to put his lease and bond in proper form for consideration, the officer in charge shall forward such lease for disapproval.

11. Area of lease.

(*a*) Except in the State of Oklahoma, no individual, corporation, partnership, company, or association shall be permitted to hold under leases for oil or gas mining purposes restricted allotted, or unallotted Indian lands in any one State in excess of 4,800 acres in the aggregate: *Provided*, That any such individual, corporation, partnership, company, or association may hold leases on not to exceed 4,800 acres of tribal lands within that part of the Navajo Reservation lying within the State of New Mexico, irrespective of other holdings in said State: *Provided further*, That the acreage leased by any officer or director of a company shall be charged against the company, and vice versa, and the acreage shall also be charged in the case of stockholders owning 40 or more per cent of the stock. The acreage of companies having common stockholders owning a majority of the stock of each company shall be charged against each other, or in case such companies have one or more common officers or directors. In all other cases each corporation will be considered a separate and distinct entity.

(*b*) No lease on deposits of the nature of lodes or veins containing ores of gold, silver, copper, lead, zinc, or other useful metal shall be granted for less than 20 acres nor for more than 960 acres.

(*c*) No lease for beds of placer gold, gypsum phosphate, asphaltum, iron ores, or other useful minerals other than coal, oil, and gas shall be granted for less than 40 acres not for more than 960 acres.

12. The area covered by a lease shall be in a reasonably compact body and shall conform to the system of the public-land surveys, except that leases covering lode ground may consist of one or more

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adjoining parallelograms 1,500 feet in length by 600 feet in width, as provided for by the United States mining laws. No lease under these regulations shall convey any extralateral rights, and no coal lease shall have a length exceeding 1 mile along the outcrop.

13. Exploratory oil and gas leases shall contain such drilling obligations and other terms and conditions as the Secretary of the Interior in his discretion may deem necessary in each particular case to secure a proper test of the leased area. On other oil and gas leases the lessee shall exercise diligence in sinking wells for oil and natural gas on lands covered by his lease and shall drill at least one well thereon within one year from the date of approval thereof by the Secretary of the Interior to a depth of ..... feet unless oil or gas is found in paying quantities at a lesser depth. Should the first well be nonproductive, the lessee shall within the next succeeding year drill a second well to the same depth unless oil or gas is found in paying quantities at a lesser depth; and if the lessee shall fail to drill wells as herein provided and shall fail to surrender the lease by executing and recording a proper release therefor and otherwise complying with paragraph 7 thereof, on or before the end of any yearly period during which the completion of a well is delayed, such failure shall be a violation of one of the materials and substantial terms and conditions of the lease and be cause for cancellation thereof, but such cancellation shall not in any wise serve to release or relieve the lessee or his surety from the covenant and obligation to pay any other accrued obligation: *Provided, however,* That the Secretary of the Interior may, in his discretion, upon application of the lessee, extend the time within which any well shall be drilled on the payment of an annual rental of $1 per acre for each whole year the completion of such well is delayed.

14. In time of war or other public emergency any of the executive departments of the United States Government shall have the option to purchase at the highest posted market price on the date of sale all or any part of the oil produced under any lease.

15. Lessees shall pay on each oil and gas lease annually in advance from the date of approval by the Secretary of the Interior royalties as follows: Fifteen cents per acre per annum for the first and second years; 30 cents per acre per annum for the third and fourth years; and 75 cents per acre per annum for the fifth year. Advance royalties as herein provided shall be paid until the royalties on production exceed the advance royalty: *Provided,* That should the producing well or wells on the leased land cease to produce during the fixed term of the lease, then at the next succeeding advance royalty paying day the lessee shall resume the payment of advance royalty. The advance royalty for the first year shall be paid to the officer in charge at the time of filing the lease, and all such payments shall be credited on the stipulated royalties for the particular year for which they are made. The advance royalty shall be and become the property of the lessor if the lease be disapproved because of the lessee's failure to meet the requirements of the law or the regulations of the Secretary of the Interior applicable thereto or because of any other fault or defect chargeable to the lessee.

16. Lessees other than oil and gas lessees shall pay on all leases annually in advance for the first year a rent of 15 cents per acre; for the second year 30 cents per acre; for the third year 50 cents per acre;

and for the fourth and each succeeding year $1 per acre. All sums paid as rental in any one year shall be credited after production begins on the royalty for that year if such royalties on production exceed the advance annual rental.

On all leases of the class referred to in section 11 (*b*) there shall be expended annually in development work a sum which, with the annual rental, shall make an amount not less than $5 per acre.

On all leases of the class referred to in section 11 (*c*) there shall be expended annually in development work a sum which, with the annual rental, shall make an amount not less than $100 for each 160 acres or fraction thereof included in the lease.

Each lessee shall file with the officer in charge of the reservation an annual report in duplicate within 20 days after the close of each calendar year, showing the character and value of the development work performed in that year, such report to be verified by affidavit of the lessee or his representative in charge of the work.

17. For substances other than gold, silver, copper, lead, zinc, tungsten, coal, asphaltum and allied substances, oil, and gas the lessee shall pay quarterly a royalty of not less than 10 per cent of the value, at the nearest shipping point, of all ores, metals, or minerals marketed.

18. For gold, silver, copper, lead, zinc, and tungsten the lessee shall pay quarterly a royalty of not less than 10 per cent, to be computed on the gross value of the ores as shown by reduction returns after deducting freight and treatment charges. Duplicate reduction returns shall be filed by the lessee with the superintendent or other officer in charge of the reservation within 10 days after the end of the quarter within which such returns are made.

19. For coal the lessee shall pay quarterly a royalty of not less than 10 cents per ton of 2,000 pounds of mine run, or coal as taken from the mine, including what is commonly called "slack."

20. For asphaltum and allied substances the lessee shall pay quarterly a royalty of not less than 10 cents per ton of 2,000 pounds on crude material and of not less than 60 cents per ton on refined substances.

21. For oil produced under exploratory leases the lessee shall pay a royalty of not less than 12½ per cent of the gross proceeds of the oil produced, payment to be made at the time of sale or removal of the oil. On all other oil and gas leases the lessee shall pay royalty at the following rates of percentage of the gross proceeds of all crude oil extracted:

For all oil produced of 30° Baumé or over on which the wells on the lease average not exceeding 20 barrels per day per well for the calendar month, 12½ per cent; on an average of more than 20 barrels and not more than 50 barrels, 16⅔ per cent; on an average of 50 barrels and not more than 100 barrels, 20 per cent; and on an average of more than 100 barrels, 25 per cent.

For all oil produced of less than 30° Baumé on an average not exceeding 20 barrels per day per well for the calendar month, 12½ per cent; on an average of more than 20 barrels and not more than 50 barrels, 14²/₇ per cent; on an average of more than 50 barrels and not more than 100 barrels, 16⅔ per cent; and on an average of more than 100 barrels, 20 per cent.

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22. The royalty on gas, whether it shall be gas from which the casing-head gasoline has been extracted or otherwise, shall be 12½ per cent of the value thereof in the field where produced when the average daily production for the calendar month from the land leased is less than 3,000,000 cubic feet, and 16⅔ per cent of the value thereof when the average daily production for the calendar month is 3,000,000 cubic feet or more: *Provided*, That where wells produce both oil and gas or oil and gas and water to such an extent that the gas is unfit for ordinary domestic purposes, but is used temporarily in connection with drilling and pumping operations on adjacent or near-by tracts, the lessee shall pay royalty at the rate of 12½ per cent of the gross proceeds of the sale of gas from such wells. Failure on the part of the lessee to use a gas-producing well which can not profitably be utilized at the rate herein named shall not work a forfeiture of the lease so far as it relates to mining oil, but if the lessee desires to retain gas-producing privileges he shall pay a rental of $100 per annum in advance, calculated from the date of the discovery of gas on each gas-producing well, the gas from which is not marketed nor utilized other than for operations under this lease. The lessor shall have the right to the use of gas delivered at the well or at the nearest trunk line for any desired school or other buildings belonging to the tribe, but the lessee shall not be required to pay royalty on gas so used.

On casing-head gas used or sold for the manufacture of casing-head gasoline the rate of royalty shall be 12½ per cent of the value of the casing-head gas, which value shall be determined and computed on the basis and in the manner provided in the regulations governing the utilization of casing-head gas produced from oil wells on restricted Indian lands.

In cases where gas produced and sold has a value for drip gasoline, casing-head gasoline content, and as dry gas from which the casing-head gasoline has been extracted, then the royalties above provided shall be paid on all such values. Payments of annual gas royalties shall be made within 25 days from the date such royalties become due, other royalty payments to be made monthly on or before the 25th day of the month succeeding that for which such payment is to be made, supported by sworn statements.

23. The royalties on all products except gas, coal, oil, gold, silver, copper, lead, zinc, and tungsten shall be based on sworn quarterly reports, and shall be paid within 20 days after the close of each quarter.

24. The lessee shall keep books of account showing amount of ore shipped, treated, and sold, or oil and gas produced and sold, and amount of money received therefor from the sale thereof. The books of the lessee shall be open to inspection, examination, and verification by an officer of the Interior Department assigned to such duty, and the duly authorized agents of the Government shall be permitted freely to make transcripts of all accounts and books of the lessee.

25. All royalties or payments due under leases issued under these regulations shall be paid to the superintendent or other officer in charge of the reservation in cash or by certified check or other suitable form of exchange.

ASSIGNMENTS

(*a*) Leases hereafter approved, or any interest therein, may be assigned or transferred only with the approval of the Secretary of the Interior, and to procure such approval the assignee must be qualified to hold such lease under existing rules and regulations and shall furnish a satisfactory bond conditioned for the faithful performance of the covenants and conditions thereof: *Provided*, That in order for such assignment to receive favorable consideration the lessee shall assign either his whole interest or an undivided interest in the whole lease.

(*b*) No lease or any interest therein or the use of such lease shall be assigned, sublet, or transferred, directly or indirectly, by working or drilling contract or otherwise, without the consent of the Secretary of the Interior.

(*c*) Assignments of leases and stipulations modifying the terms of existing leases shall be filed with the officer in charge within 30 days after the date of execution.

27. A lease will be canceled by the Secretary of the Interior for good cause upon application of the lessor or lessee, or if at any time the Secretary is satisfied that the provisions of the lease or of any regulations heretofore or hereafter prescribed have been violated. When the lessee applies for cancellation of an approved lease he shall pay a surrender fee of $1, and all royalties and rents due to the date of completion of such application must be paid before the same will be considered, and the parts of the lease held by the lessor and the lessee shall be surrendered, together with a properly executed and recorded release of record if the lease has been recorded. No part of any advance royalties shall be refunded to the lessee, nor shall he be relieved from his obligation to pay advance royalties and rentals in lieu of development annually when due by reason of any subsequent surrender or cancellation of the lease. Upon cancellation of a lease the lessor shall be entitled to take immediate possession of the land.

OPERATIONS

28. Operations upon land covered by any lease requiring the approval of the Secretary of the Interior will not be permitted until after such lease is regularly approved, delivered, and official notice thereof given.

DUTIES OF LESSEES

29. In mining operations the lessee shall keep the mine well and sufficiently timbered at all points where necessary, in accordance with good mining practice, and in such manner as may be necessary to the proper preservation of the property leased and safety of the workmen, compatible with economical mining.

30. On expiration of the term of a lease, or when a lease is surrendered, the lessee shall deliver to the Government the leased ground with the mine workings in good order and condition, and bondsmen will be held for such delivery in good order and condition, unless relieved by the Secretary of the Interior for cause. It shall, however, be stipulated that the machinery necessary to operate the mine is the property of the lessee, but that it may be removed by

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him only after the condition of the property has been ascertained by inspection by the Secretary of the Interior or his authorized agents.

31. The Secretary of the Interior may, in his discretion, cancel any lease if the mining operations are conducted wastefully and without regard to good mining practice.

32. Before actual drilling or development operations are commenced on the leased lands, or within not less than 30 days from the date of approval of these regulations, in case of producing leases or leased lands on which such operations have been commenced prior to such approval, the lessee or assignee shall appoint a local or resident representative within the State, on whom the officer in charge may serve notices or otherwise communicate with in securing compliance with these regulations, and shall notify him of the name and post-office address of the representative so appointed.

In the event of the incapacity or absence from the county of such designated local or resident representative the lessee shall appoint some person to serve in his stead, and in the absence of such representative or of notice of the appointment of a substitute, any employee of the lessee upon the leased premises, or the contractor or other person in charge of drilling or related operations thereon, shall be considered the representative of the lessee for the purpose of service of orders or notices as herein provided, and service upon any such employee, contractor, or other person shall be deemed service upon the lessee.

33. Five days prior to the commencement of drilling operations lessee shall submit, on forms to be furnished by the officer in charge, a report in duplicate showing the location of the proposed wells.

34. Lessee shall keep upon the leased premises accurate records of the drilling, redrilling, or deepening of all wells, showing formations drilled through, casing used, together with other information as indicated on prescribed forms to be furnished by the officer in charge, and shall transmit such and other reports of operations when required by the officer in charge.

35. Lessee shall furnish on the 1st day of January and the 1st day of July of each year a plat, in manner and form as prescribed by the officer in charge, showing all wells, active or abandoned, on the leased lands, and other related information. Blank plats will be furnished upon application.

36. Lessee shall clearly and permanently mark all rigs or wells in a conspicuous place with the name of the lessee and the number or designation of the well, and shall take all necessary precautions for the preservation of these markings.

37. Lessee shall not drill within 300 feet of boundary line of leased lands, except with the consent of the officer in charge. Lessees shall not locate any well or tank within 200 feet of any public highway or any building used as a dwelling, granary, barn, or established watering place except with the written permission of the officer in charge.

38. Lessee shall notify the officer in charge in advance of intention to use the mud-fluid process of drilling, so that an employee of the Interior Department may approve the method and material to be used in the event the operator is not familiar with this process.

39. Lessee shall provide a properly prepared slush pit, into which all sand pumpings and other materials extracted from the well during the process of drilling shall be deposited. Such sand pumpings and

materials shall not be allowed to run over the surface of the land. The construction of such pits shall be subject to the approval of the inspector.

40. Lessee shall effectually shut out and exclude all water from any oil or gas bearing stratum and take all proper precautions and measures to prevent the contamination or pollution of any fresh-water supply encountered in any well drilled for oil or gas.

41. Lessee shall protect to the satisfaction of the inspector each productive oil or gas bearing formation drilled through for the purpose of producing oil or gas from a lower formation.

42. When natural gas is encountered in commercial quantities in any well lessee shall confine such gas to its natural stratum until such time as the same can be produced and utilized without waste, it being understood that commercial quantity of gas produced by a well is any unrestricted flow of natural gas in excess of 2,000,000 cubic feet per 24 hours: *Provided*, That if, in the opinion of the officer in charge, gas of a lesser quantity shall be of commercial value, he shall have authority to require the conservation of said gas. Water shall not be introduced into any well where such introduction will operate to kill or restrict the open flow of gas therein.

43. Lessee shall separate the oil from the gas when both are produced in commercial quantities from the same formation, or under such conditions as might result in waste of oil or gas in commercial quantities.

44. Lessee shall not use natural gas from a distant or separate stratum for the purpose of flowing or lifting the oil.

45. Lessee shall prevent oil or gas, or both, from escaping from any well into the open air, and not permit any oil or gas well to go wild or to burn wastefully.

46. Lessee shall not use natural gas in place of steam to operate engines or pumps under direct pressure except with the special permission of the officer in charge.

47. Lessee shall not use natural gas in flambeau lights, save as authorized or approved by the officer in charge.

48. Lessee shall use every possible precaution, in accordance with the most approved methods, to stop and prevent waste of natural gas and oil, or both, at the wells and from connecting lines and to prevent the wasteful utilization of such gas about the well.

49. Lessee shall notify the officer in charge a reasonable time in advance of starting work of intention to redrill, deepen, plug, or abandon a well; and whenever the officer in charge or inspector has given notice that extra precautions are necessary in the plugging of wells in a particular territory lessee shall give at least three days' advance notice of such intended plugging.

50. Lessee shall not abandon any well for the purpose of drilling deeper for oil or gas unless the producing stratum is properly protected and shall not abandon any well producing oil or gas except with the approval of the officer in charge or where it can be demonstrated that the further operation of such well is commercially unprofitable.

51. Lessee shall plug and fill all dry or abandoned wells on the leased lands in the manner required, and where any such well penetrates an oil or gas bearing formation it shall be thoroughly cleaned

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to the bottom of the hole before being plugged or filled and shall then be filled with mud-laden fluid of a consistency approved by the officer in charge, from the bottom to the top thereof, before any casing is removed from the well, or, in lieu of the use of such mud fluid, each oil and gas bearing formation shall be adequately protected by cement and the well filled in above and below such cement or plugs with material approved by the officer in charge.

Where both fresh water and salt water are encountered in any dry or abandoned well which is not being filled with mud-laden fluid as hereinbefore provided the fresh water shall be efficiently protected against contamination by cement or approved plugs, or by both such cement and plugs, to be placed at such points in the well as the officer in charge shall approve for the protection of the fresh water.

52. If such abandoned or dry well be in a coal bed or other mineral vein deposit, or be in such condition as to warrant taking extraordinary precautions, the officer in charge may require such variations in the above-prescribed methods of plugging and filling as may be necessary in his judgment to protect such seam or deposit against infiltration of gas or water and to protect all other strata encountered in the well.

53. The manner in which such mud-laden fluid, cement, or plugs shall be introduced into any well being plugged and the type of plugs so used shall be subject to the approval of the officer in charge.

In the event the lessee or operator shall fail to plug properly any dry or abandoned well in accordance with these regulations the officer in charge may, after five days' notice to the parties in interest, plug such well at the expense of the lessee or his surety.

54. All B–S or water from tanks or wells shall be drained off into proper receptacles located at a safe distance from tanks, wells, or buildings, to the end that same may be disposed of by being burned or transported from the premises.

Where it is impossible to burn the B–S, or where it is necessary to pump salt water in such quantities as would damage the surface of the leased land or adjoining property or pollute any fresh water the lessee shall notify the officer in charge, who shall give instructions in each instance as to the disposition of such B–S or salt water.

55. Lessee shall make a full and complete report to the officer in charge of all accidents or fires occurring on the leased premises.

56. Lessee shall provide approved tankage of suitable shape for accurate measurement, into which all production of crude oil shall be run from the wells, and shall furnish the officer in charge copies of accurate tank tables and all run tickets as and when requested.

57. The officer in charge may make arrangements with the purchasers of oil for the payment of the royalty, but such arrangements, if made, shall not relieve the lessee from responsibility for the payment of the royalty should such purchaser fail, neglect, or refuse to pay the royalty when it becomes due: *Provided*, That no oil shall be run to any purchaser or delivered to the pipe lines or other carrier for shipment, or otherwise conveyed or removed from the leased premises, until a division order is executed, filed, and approved by the officer in charge, showing that the lessee has a regularly approved lease in effect, and the conditions under which the oil may be run. Lessees shall be required to pay for all oil or gas used off the leased premises for operating purposes; affidavit shall be made as to the production

used for such purposes and royalty paid in the usual manner. The lessee or his representative shall be present when oil is taken from the leased premises under any division order and will be responsible for the correct measurement thereof and shall report all oil so run.

The lessee shall also authorize the pipe-line company or the purchaser of oil to furnish the officer in charge with a monthly statement, not later than the 10th day of the following calendar month, of the gross barrels run as common carrier shipment or purchased from his lease or leases.

58. Failure to comply with any provision of the lease or of these regulations shall subject the lease to cancellation by the Secretary of the Interior or the lessee to a fine of not more than $500 per day for each and every day the terms of the lease or the regulations are violated, or the orders of the officer in charge pertaining thereto are not complied with, or to both such fine and cancellation, in the discretion of the Secretary of the Interior: *Provided*, That the lessee shall be entitled to notice and hearing with respect to the terms of the lease or of the regulations violated, which hearing shall be held by the officer in charge, whose finding shall be conclusive unless an appeal be taken to the Secretary within 30 days after notice of the decision of the officer in charge, and the decision of the Secretary of the Interior upon appeal shall be conclusive.

59. These regulations shall become effective and in full force from and after the date of approval, and shall be subject to change or alteration at any time by the Secretary of the Interior: *Provided*, That no regulations made after the approval of any lease shall operate to affect the term of the lease, rate of royalty, rental, or acreage unless agreed to by both parties to the lease.

60. Applications, leases, and other papers must be upon forms prescribed by the Secretary of the Interior, and the officer in charge will furnish prospective lessees with such forms at a cost of 10 cents each or $1 per set.

Form 5–157*a*. Application for lease, including financial showing.
Form 5–157. Oil and gas lease.
Form 5–157*b*. Mining lease other than oil and gas.
Form 5–157*c*. Bond.
Form 5–157*d*. Authority of officers to execute papers.
Form 5–157*e*. Assignment.
Form 5–157*f*. Collective bond.
Form 5–157*g*. Stipulation.

All sums received from sale of forms shall be placed in a special fund, to be expended under the direction of the Commissioner of Indian Affairs for the expenses necessary to carry out these regulations.

[Form 5–157*a*]

APPLICATION FOR APPROVAL OF _____, LEASE
_____ RESERVATION

To the SECRETARY OF THE INTERIOR:

_____

_____

designated as the applicant, hereby applies to have approved the accompanying lease, embracing _____ acres of _____ lands, and agrees that this application shall be considered a part of the lease so described.

The applicant solemnly swears that the lease, for which approval is requested, is taken in good faith and in the interest and for the exclusive benefit of the applicant, and not for speculation or transfer, or as agent for, or in the interest or

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for the benefit of, any other person, corporation, or association; that no other person, corporation, or association has any interest, present or prospective, directly or indirectly, therein, and that there is no understanding or agreement, express or implied, by which the land leased or any interest in or under the lease by working or drilling contract or otherwise, is to be used, sublet, assigned, or transferred without the consent of the Secretary of the Interior first obtained, but that it is taken for the purpose of operation and development under the direction, supervision, and control of the applicant, except as herein stated.

In addition to the leases in the name of the applicant for which approval is requested, the affiant solemnly swears that the applicant is not interested, either directly or indirectly, in _____ mining leases of lands in the _____ Reservation, except with the following-named persons, corporations, or associations, and that the aggregate of all these interests, together with the leases held by the applicant alone, is not more than _____ acres:

(Name of person, corporation, or association with whom applicant is interested)	(Post-office address)

The applicant hereby states that his general business experience for the past five years has been as follows: _____

_____

_____

_____

The applicant's financial condition at this time is _____

_____

_____

It is further stated that the applicant's resources are as follows: _____

_____

_____

and that he has available at least $_____ for the development of the land covered by said lease.

Where the applicant is a corporation, it hereby shows that at this time it has $_____ paid-up capital and $_____ in its treasury available for mining operations.[1]

It is hereby agreed that on the issue, transfer, or cancellation of stock of corporations, or changes in officers, prompt reports will be made thereof as required by the regulations.

The books and accounts of the applicant covering the business to be carried on under this lease, if approved, will be kept at _____

_____

in the custody of _____

_____

References: [2]

_____ P. O. _____

_____ P. O. _____

_____ P. O. _____

Executed this _____ day of _____, 192__, at _____

_____

_____,

Before me, a notary public in and for the county of _____, State of _____, personally appeared _____, who, being first duly sworn according to law, depose and say that the foregoing application was signed by proper authority and in good faith for the purpose therein stated, and that the statements made therein are true as _____ verily believe.

_____,
Notary Public.

My commission expires _____

[1] Corporations shall furnish with their first application the additional financial showing required by the regulations.
[2] Bank references are preferred.

[Form 5-157]

Oil and Gas Mining Lease

TRIBAL INDIAN LAND

This lease, made and entered into, in triplicate, on this _____ day of _____, A. D. 192__, by and between _____, acting for and in behalf of the _____ Tribe of Indians, in accordance with the resolution dated _____, of the _____ Tribal Council, party of the first part, designated as lessor, and _____

_____

of _____, party of the second part, designated as lessee, under and in pursuance of section 3 of the act approved February 28, 1891 (26 Stat. L. 795), as amended by the act approved May 29, 1924 (Public, No. 158, 68th Cong.), witnesseth:

1. The lessor, in consideration of one dollar, the receipt whereof is acknowledged, and of the royalties, covenants, stipulations, and conditions herein contained, and hereby agreed to be paid, observed, and performed by the lessee, does hereby demise, grant, lease, and let unto the lessee, for five years from the date of approval hereof, and as long thereafter as oil or gas is found in paying quantities, all the oil and gas deposits in or under the lands described as follows, to wit:

_____ Sec._____ T._____ R._____
_____ Sec._____ T._____ R._____
_____ Sec._____ T._____ R._____
_____ Sec._____ T._____ R._____

2. The lessee hereby agrees to pay or cause to be paid to the officer of the United States having jurisdiction over the leased premises, hereinafter called the officer in charge, for the use and benefit of the lessor, as royalty, at the following rates of percentage of the gross proceeds of all crude oil extracted from the said lands unless the lessor, with the approval of the Secretary of the Interior, shall elect to take the royalty in oil, such payment to be made at the time of sale or removal of the oil: For all oil produced of 30° Baumé or over on which the wells on this lease average not exceeding 20 barrels per day per well for the calendar month, 12½ per cent; on an average of more than 20 barrels and not more than 50 barrels, 16⅔ per cent; on an average of 50 barrels and not more than 100 barrels, 20 per cent; on an average of more than 100 barrels, 25 per cent.

For all oil produced of less than 30° Baumé on an average not exceeding 20 barrels per day per well for the calendar month, 12½ per cent; on an average of more than 20 barrels and not more than 50 barrels, 14²/₇ per cent; on an average of more than 50 barrels and not more than 100 barrels, 16⅔ per cent; and on an average of more than 100 barrels, 20 per cent.

Should the lessor, with the approval of the Secretary of the Interior, elect to take the royalty in oil, the lessee shall furnish free storage for the royalty oil for not exceeding thirty days.

In time of war or other public emergency any of the executive departments of the United States Government shall have the option to purchase at the highest posted market price on the date of sale all or any part of the oil produced under this lease.

The royalty on gas, whether it shall be gas from which the casing-head gasoline has been extracted or otherwise, shall be 12½ per cent of the value thereof in the field where produced when the average daily production for the calendar month from the land leased is less than 3,000,000 cubic feet, and 16⅔ per cent of the value thereof when the average daily production for the calendar month is 3,000,000 cubic feet or more: *Provided*, That where wells produce both oil and gas or oil and gas and water to such an extent that the gas is unfit for ordinary domestic purposes, but is used temporarily in connection with drilling and pumping operations on adjacent or near-by tracts, the lessee shall pay royalty at the rate of 12½ per cent of the gross proceeds of the sale of gas from such wells. Failure on the part of the lessee to use a gas-producing well which can not profitably be utilized at the rate herein named shall not work a forfeiture of this lease so far as it relates to mining oil, but if the lessee desires to retain gas-producing privileges he shall pay a rental of $100 per annum in advance, calculated from the date of the discovery of gas on each gas-producing well, the gas from which is not marketed nor utilized other than for operations under this lease.

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On casing-head gas used or sold for the manufacture of casing-head gasoline, the rate of royalty shall be 12½ per cent of the value of the casing-head gas, which value shall be determined and computed on the basis and in the manner provided in the regulations governing the utilization of casing-head gas produced from oil wells on restricted Indian lands. In cases where gas produced and sold has a value for drip gasoline, casing-head gasoline content, and as dry gas from which the casing-head gasoline has been extracted, then the royalties above provided shall be paid on all such values. The lessor shall have the right to the use of gas delivered at the well or at the nearest trunk line for any desired school or other building belonging to the tribe, but the lessee shall not be required to pay royalty on gas so used. Payments of annual gas royalties shall be made within 25 days from the date such royalties become due, other royalty payments to be made monthly on or before the 25th day of the month succeeding that for which such payment is to be made, supported by sworn statements.

3. Until a producing well is completed on said premises, the lessee shall pay, or cause to be paid, to the officer in charge, for the use and benefit of the lessor, as advance royalty, from the date of the approval of this lease, fifteen cents per acre per annum, in advance, for the first and second years: thirty cents per acre per annum, in advance, for the third and fourth years; and seventy-five cents per acre per annum, in advance, for the fifth year: *Provided*, That should the producing well or wells on said land cease to produce during the fixed term hereof, then at the next succeeding advance royalty paying day, lessee shall resume the payment of advance royalty. It is understood and agreed that such sum of money so paid shall be a credit on stipulated royalties for the year for which the payment of advance royalty is made, and the lessee hereby agrees that said advance royalty when paid shall not be refunded to the lessee because of any subsequent surrender or cancellation thereof; nor shall the lessee be relieved from the obligation to pay said advance royalty annually when it becomes due, by reason of any subsequent surrender or cancellation of this lease.

4. The lessee shall exercise diligence in sinking wells for oil and natural gas on lands covered by this lease and shall drill at least one well thereon within one year from the date of approval hereof by the Secretary of the Interior to a depth of feet unless oil or gas is found in paying quantities at a lesser depth. Should the first well be nonproductive, the lessee shall within the next succeeding year drill a second well to the same depth unless oil or gas is found in paying quantities at a lesser depth; and if the lessee shall fail to drill wells as herein provided and shall fail to surrender this lease by executing and recording a proper release therefor and otherwise complying with paragraph 7 hereof on or before the end of any yearly period during which the completion of a well is delayed, such failure shall be a violation of one of the material and substantial terms and conditions of this lease and be cause for cancellation of this lease, but such cancellation shall not in any wise serve to release or relieve the lessee or his surety from the covenant and obligation to pay any other accrued obligation: *Provided, however*, That the Secretary of the Interior may, in his discretion, upon application of the lessee, extend the time within which any well shall be drilled on the payment of an annual rental of one dollar per acre for each whole year the completion of such well is delayed.

5. The lessee shall carry on development and operations in a workmanlike manner, commit no waste on the said land, and suffer none to be committed upon the portion in his occupancy or use, take good care of the same, and promptly surrender and return the premises upon the termination of this lease to lessor or to whomsoever shall be lawfully entitled thereto, unavoidable casualties excepted; shall not remove any casings in producing wells, or, without the written consent of the lessor, remove therefrom any buildings or permanent improvements erected thereon during the said term by the said lessee, excepting tools, derricks, boiler houses, pipe lines, pumping and drilling outfits, tanks, engines, and machinery, and the casing of all dry or exhausted wells which shall remain the property of the lessee and may be removed at any time prior to sixty days after the termination of the lease by forfeiture or otherwise; and shall not permit any nuisance to be maintained on the premises under lessee's control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; shall not use such premises for any other purposes than those authorized in the lease, and before abandoning any well shall securely plug the same so as effectually to shut off all water from the oil or gas bearing strata. Failure to so plug a well as to effectually shut off the water from the oil or gas strata shall be a violation of one of the material and substantial terms and

conditions of this lease. The lessee agrees that if a nonproducing oil and gas well develops usable water it may be turned over to the reservation without plugging and on such terms as may be agreed upon by the contracting parties, it being, however, definitely understood that the lessor shall in no case be required to pay more than the actual market value of whatever casing is left in the well in order to secure the same for the reservation.

6. The lessee shall keep an accurate account of all oil-mining operations, showing the sales, prices, dates, purchases, and the whole amount of oil mined or removed; and all sums due as royalty shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in operating said property, and also upon all of the unsold oil obtained from the land herein leased, as security for payment of said royalty.

7. The lessee may, with the consent of the Secretary of the Interior, surrender this lease in whole or in part by paying to the officer in charge all amounts then due as provided herein and the further sum of one dollar and have this lease cancelled as to the part or parts surrendered and be relieved from all further obligations or liabilities thereunder: *Provided*, That if this lease has been recorded lessee shall execute a release and record the same in the proper recording office.

8. This lease shall be subject to the regulations of the Secretary of the Interior now or hereafter in force relative to such leases, all of which regulations are made a part and condition of this lease: *Provided*, That no regulations made after the approval of this lease shall operate to affect the term of lease, rate of royalty, rental, or acreage, unless agreed to by both parties.

9. The lessee hereby agrees that he will not assign or sublet any part of the lands herein leased without the written consent of the Secretary of the Interior being first obtained. The assignment of this lease or any interest therein without such written consent shall constitute a violation of one of the material and substantial terms and conditions of this lease and be cause for cancellation thereof.

10. In the event of failure or neglect of the lessee to perform any obligations under this lease, the Secretary of the Interior shall have the right, at any time after thirty days' notice to the lessee specifying the terms and conditions violated, to cancel this lease.

11. The lessee agrees that he will keep all highways on the reservation used by him in as good state of repair as he finds the same.

12. This lease is made and accepted subject to existing law and any laws hereafter enacted by Congress as to the said lands, also to the regulations relative to such leases heretofore or hereafter prescribed by the Secretary of the Interior, and in no event shall the United States or the Secretary of the Interior be liable for damages or otherwise under the provisions hereof, and before this lease shall become effective the lessee shall furnish a satisfactory bond as required by the regulations. The obligations and agreements hereinbefore expressed shall extend to and be binding upon the successors in interest of the parties hereto.

In witness whereof, the said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

Witnesses:

(Two witnesses to lessor)

---------- ----------[SEAL]
---------- ----------[SEAL]

(Two witnesses to lessee)

---------- ----------[SEAL]
---------- ----------[SEAL]

ACKNOWLEDGMENT OF INDIVIDUAL

State of ----------, county of ----------, *ss:*

Before me, a notary public in and for said county and State, on this ---------- day of ----------, 192--, personally appeared ---------- ----------, to me known to be the identical person who executed the within and foregoing lease, and acknowledged to me that ---------- executed the same ---------- free and voluntary act and deed for the uses and purposes therein set forth.

----------,
Notary Public.

My commission expires ----------.

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ACKNOWLEDGMENT OF CORPORATION

State of _____, county of _____ ss:

On this _____ day of _____, A. D. 192__, before me, a _____ within and for the State and county aforesaid, personally appeared _____ and _____, to me personally known, who being by me duly sworn, did each say that _____ is the president and _____ is the _____ secretary of _____, a corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said _____ and _____ duly acknowledged that they had in their said official capacities executed the foregoing instruments as the act and deed of the said company for the consideration and purposes therein mentioned and set forth.

Witness my hand and official seal this _____ day of _____, 192__.

_____

My commission expires _____.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
_____, 192__.

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be _____. See my report of even date.

_____

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., _____, 192__.

Respectfully submitted to the Secretary of the Interior with recommendation that it be _____.

_____,
Commissioner.

WASHINGTON, D. C., _____, 192__.

The within lease is _____.

_____,
Secretary of the Interior.

[Form 5-157b]

MINING LEASE (OTHER THAN OIL AND GAS)

TRIBAL INDIAN LAND

THIS LEASE, Made and entered into, in triplicate, on this _____ day of _____, A. D. 192__), by and between _____, acting for and in behalf of the _____ Tribe of Indians, in accordance with the resolution dated _____, of the _____ Tribal Council, party of the first part, designated as lessor, and _____ of _____, party of the second part, designated as lessee, under and in pursuance of section 3 of the act approved February 28, 1891 (26 Stat. L. 795), witnesseth:

1. The lessor, in consideration of one dollar, the receipt whereof is acknowledged, and of the royalties, covenants, stipulations, and conditions hereinafter contained, and hereby agreed to be paid, observed, and performed by the lessee, does hereby demise, grant, lease, and let unto the lessee for ten years from date of approval hereof, all the deposits of _____ in or under the following tracts of land, lying and being within the _____ Reservation, State of _____, described as _____ and containing in the aggregate _____ acres, more or

less, with the exclusive right to prospect for, extract, mine, store, and remove _____, and to occupy and use so much only of the surface of said land as may be reasonably necessary to carry on the work of prospecting for, extracting, mining, storing, and removing such mineral, also the right to obtain from wells or other sources on said land, by means of pipe lines or otherwise, a sufficient supply of water to carry on said operations.

2. The term "officer in charge," as employed herein, shall refer to such officer in the Indian Service as the Secretary of the Interior may designate, by order or regulation, to represent lessor herein. The lessee hereby agree to pay or cause to be paid to the officer in charge for the lessor, as royalty _____

3. The lessee shall pay to the officer in charge, as advance annual rental on this lease, fifteen cents per acre, in advance, for the first year; thirty cents per acre, in advance, for the second year; fifty cents per acre, in advance, for the third year; and one dollar per acre per annum, in advance, for the fourth and each succeeding year thereafter, it being understood and agreed that the said sums of money so paid during any year in which royalties on production are payable shall be a credit on the stipulated royalties due from the lessee if such royalties on production exceed the advance annual rental for that year.

4. The lessee covenant and agree to exercise diligence in the conduct of prospecting and mining operations, and to open mines and operate the same in a workmanlike manner, and to the fullest possible extent on the leased premises or upon the mines that may be thereon, and to suffer no waste to be committed thereon; to leave in the mines proper pillars, columns, or such other permanent supports to prevent the caving or subsidence of the surface. In addition to the payment of advance royalties as herein specified, the lessee, as a further consideration, shall on deposits of the nature of lodes or veins containing ores of gold, silver, copper, or other useful metals, expend annually in development work a sum which, with the annual advance royalty, shall amount to not less than $5 per acre in conducting mining operations, and on beds of placer gold, gypsum, asphaltum, phosphate, iron ores, coal, or other useful materials, a sum which, inclusive of the advance royalty, shall amount to not less than one dollar an acre or fraction thereof covered by this lease: *Provided*, That whenever the Secretary shall consider the marketing facilities inadequate or the economic conditions unsatisfactory, he may authorize the suspension of operations for such time as he may deem advisable, but such action will not release the lessee from the payment of the advance annual royalty.

5. The lessee shall carry on development and operations in a workmanlike manner, commit no waste on the said land, suffer none to be committed upon the portion in _____ occupancy or use; take good care of the same, and promptly surrender and return the premises upon the termination of this lease to whomsoever shall be lawfully entitled thereto, in as good condition as received, excepting for the ordinary wear and tear and unavoidable accidents in their proper use; shall not remove therefrom any buildings or permanent improvements erected thereon during the said term by the said lessee, but said buildings and improvements shall remain a part of said land and become the property of the owner of the surface of the land, excepting the tools, boilers, boiler houses, pumping and drilling outfits, engines, and mining machinery, which shall remain the property of the lessee, and may be removed at any time prior to sixty days after the termination of the lease by forfeiture or otherwise, provided the payments agreed upon by this lease and the regulations applicable thereto have been made to the lessor, but not otherwise; shall not permit any nuisance to be maintained on the premises under lessee control, nor allow any intoxicating liquors to be sold or given away for any purposes on such premises; and shall not use such premises for any other purposes than those authorized in this lease.

6. The lessee shall keep an accurate account of all mining operations, showing the sales, prices, dates, purchasers, and the whole amount of minerals mined or removed, and the gross receipts derived therefrom, and shall make sworn reports thereof as required by the regulations; and all sums due as royalty and advance rental shall be a lien on all implements, tools, movable machinery, and all other personal chattels used in operation upon said property, and upon all of the unsold minerals obtained from the land herein leased, as security for payment of said sums.

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7. The lessee may at any time, by paying to the Indian superintendent all amounts then due as provided herein, and the further sum of one dollar, surrender all or any part of the land covered by this lease and have the lease canceled as to the land surrendered, and be relieved from all further obligations and liabilities thereunder as to the part surrendered: *Provided*, That in the event the lease is surrendered for cancellation in whole or in part after a new lease year has been entered upon, the lessee and the surety shall be held liable for the advance rentals required to be paid for that year, and no part of such rentals which may have been paid shall be refunded.

8. This lease shall be subject to the regulations of the Secretary of the Interior, now or hereafter in force, relative to such leases, all of which regulations are made a part and condition of this lease: *Provided*, That no regulations made after the approval of this lease shall operate to affect the term of lease, rate of royalty, rental or acreage unless agreed to by both parties.

9. Upon the violation of any of the terms and conditions of this lease, the Secretary of the Interior shall have the right at any time, after thirty days' notice to the lessee, specifying the terms or conditions violated, to declare this lease null and void.

10. Before this lease shall be in force and effect the lessee shall furnish a bond with responsible surety, to the satisfaction of the Secretary of the Interior, conditioned for the performance of this lease, which bond shall be deposited and remain on file in the Indian Office.

11. Assignment of this lease or any interest therein may be made with the approval of the Secretary of the Interior, and not otherwise.

12. Each and every clause and covenant of this indenture shall extend to the heirs, executors, administrators, successors, and lawful assigns of the parties hereto.

IN WITNESS WHEREOF, The said parties have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

_____
P. O. _____ } _____ [SEAL]
_____
P. O. _____

Attest: _____

(Two witnesses to execution by lessee)

_____
P. O. _____ } _____ [SEAL]
_____
P. O. _____

Attest: _____

ACKNOWLEDGMENT OF OFFICER IN CHARGE

State of _____, county of _____
_____, *ss:*

Before me, _____, on this _____ day of _____, 192__, personally appeared _____, to me known to be the officer in charge of _____ Agency, and the identical person who executed the within and foregoing lease, and acknowledged to me that he executed the same as his voluntary act and deed on behalf of the _____ Tribe.

_____,
_____
(Official title.)

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____, county of _____
_____, *ss:*

Before me, a notary public in and for said county and State, on this _____ day of _____, 192__, personally appeared _____, to me known to be the identical

Two witnesses to execution by lessor.

person who executed the within and foregoing lease, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

_____,
Notary Public.

My commission expires _____.

ACKNOWLEDGMENT OF CORPORATION

State of _____, county of _____
_____, *ss:*

On this _____ day of _____ A. D. 192__, before me, a _____ within and for the _____ and _____ aforesaid, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did each say that _____ is the _____ president and _____ is the _____ secretary of _____, a corporation, and that the seal affixed to the foregoing and annexed instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said _____ and _____ duly acknowledged that they each had in their official capacities executed the foregoing instrument as the act and deed of the said company for the consideration and purposes therein mentioned and set forth.

Witness my hand and official seal this _____ day of _____, 192__.

_____.

My commission expires _____.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,

_____ AGENCY, STATE OF _____,
_____, 192__.

The within lease is forwarded to the Commissioner of Indian Affairs with recommendation that it be _____. See my report of even date.

_____,
_____
(Official title.)

OFFICE OF INDIAN AFFAIRS,
Washington, D. C., _____, 192__.

Respectfully submitted to the Secretary of the Interior with recommendation that it be _____.

_____,
_____,
Commissioner.

WASHINGTON, D. C., _____, 192__.

The within lease is _____.

_____,
Secretary of the Interior.

Filed for record this _____ day of _____, 192__, at _____ o'clock _____ M.

_____,
By _____.

[Form 5-157c]

(To accompany mining leases of tribal lands)

BOND

KNOW ALL MEN BY THESE PRESENTS, that _____, of _____, as principal and _____ of _____, as surety__, are held and firmly bound unto the United States of America in the sum of _____

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dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, and each of us, our heirs, successors, executors, administrators, or assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 192__.

The condition of this obligation is such that whereas the above-bounden _____ as principal entered into _____ certain indenture of lease, dated _____ with the officer in charge of the _____ tribe of Indians for the lease of a tract of land described as follows

_____

_____

_____

and located in _____ Reservation, _____ for _____ purposes for the period of _____

_____

Now, if the above-bounden _____

_____

_____

shall faithfully carry out and observe all the obligations assumed in said indenture of lease by _____ and shall observe all the laws of the United States, and regulations made, or which shall be made thereunder, for the government of trade and intercourse with Indian tribes, and all the rules and regulations that have been, or may be, lawfully prescribed by the Secretary of the Interior relative to leases executed on the _____ Reservation, in the State of _____, then this obligations shall be null and void; otherwise to remain in full force and effect.

Signed and sealed in the presence of—

Witnesses: [1]

_____ P. O. _____ _____ P. O. _____	as to _____ [SEAL]
_____ P. O. _____ _____ P. O. _____	as to _____ [SEAL]
_____ P. O. _____ _____ P. O. _____	as to _____ [SEAL]
_____ P. O. _____ _____ P. O. _____	as to _____ [SEAL]

[1] Two witnesses to all signatures.

DEPARTMENT OF THE INTERIOR,
Washington, D. C., _____ *192__.*

Approved:

_____,
Assistant Secretary.

[Form 5-157d]

EVIDENCE OF AUTHORITY OF OFFICERS TO EXECUTE PAPERS

(To be sworn to by secretary or president of a corporation and sealed with its seal)

I solemnly swear that _____ and _____ were on the _____ day of _____ 192__, the duly elected, qualified, and acting president, and secretary, respectively, of _____, a corporation organized under the laws of _____, on which day they executed _____ mining lease for and in behalf of said corporation as lessee, covering certain lands on the _____ Reservation, in the State of _____; that they were fully empowered to execute said lease and all papers in connection therewith, and that their action in executing the same binds the said corporation to full performance of all obligations thereunder.

[CORPORATE SEAL] _____,
_____
(Title)

This _____ day of _____, 192__.

Subscribed and sworn to before me this _____ day of _____, 192__.

(Signed) _____,
[SEAL] _____.
(Title)

[Form 5-157e]

ASSIGNMENT OF _____ LEASE

(Must be executed in triplicate)

Whereas, the Secretary of the Interior has heretofore approved _____ mining lease dated _____ 19__, entered into by and between _____ lessee, and the officer in charge of the _____ Tribe of Indians, lessor, covering the following described land in the _____ Reservation, State of _____;

_____

_____

_____

Now, therefore, for and in consideration of _____ ($_____) dollars, the receipt of which is hereby acknowledged, the said _____, the lessee in the above-described lease, hereby bargains, sells, transfers, assigns, and conveys _____ right, title, and interest of the lessee in and to said lease, subject to the approval of the Secretary of the Interior to _____

_____

In witness whereof the said lessee has hereunto set _____ hand and seal this _____ day of _____, 192__.

_____.

_____.

_____.

ACKNOWLEDGMENT OF INDIVIDUAL

State of _____, county of _____, *ss:*

Be it remembered that on this day came before me, the undersigned _____

_____

within and for the State and county aforesaid, duly commissioned and acting

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as such ....., to me personally well known, and stated that ..... executed the foregoing and annexed instrument for the consideration and purposes therein mentioned and set forth; and I do hereby so certify.

Witness my hand and seal on this ..... day of ...., 192..

.....
.....

My commission expires .....

ACKNOWLEDGMENT OF CORPORATION

State of ....., county of ....., *ss:*

On this ..... day of ....., A. D. 192.., before me, a ..... within and for the State and county aforesaid, personally appeared ..... and ....., to me personally known, who, being by me duly sworn, did each say that ..... is the .... president and ..... is the secretary of ....., a corporation, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said ..... and ..... duly acknowledged that they each had in their said official capacities executed the foregoing instrument as the act and deed of the said company for the consideration and purposes therein mentioned and set forth. I do hereby so certify.

Witness my hand and seal on this ..... day of ...., 192...

.....
.....

My commission expires .....

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior, so far as applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

In witness whereof the said assignee has hereunto set ..... hand and seal this ..... day of ....192...

.....
.....
.....

CONSENT OF SURETY

The ....., of ....., surety for ..... on the bond accompanying the lease above described, hereby consents to the assignment and transfer of said lease as above made and agrees that said bond shall remain in full force and effect.

Dated at ....., this ..... day of ....., 192...

.....
.....
.....

DEPARTMENT OF THE INTERIOR,
Washington, D. C., ..., *192...*

Approved:

.....,
Assistant Secretary of the Interior.

[Form 5-157f]

BOND

Know all men by these presents, that ....., of ....., as principal .., and ...., of ....., as suret ...., are held and firmly bound unto the United States of America in the sum of fifteen thousand ($15,000) dollars, lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, successors, executors, administrators, or assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this ..... day of ...., 192...

The condition of this obligation is such, that whereas the above bounden ....., as principal .., ha .. heretofore or may hereafter enter into oil and gas mining leases on the ..... reservation in the State of ..... of various dates and periods of duration, covering the lands described in such leases, which leases have been or may hereafter be approved by the Secretary of the Interior, and the identification of which herein is expressly waived by both principal and suret .... hereto.

Now, if the above-bounden .....
.....
shall faithfully carry out and observe all the obligations assumed in said indenture of lease to which ..... is now or may hereafter become a party, and shall observe all the laws of the United States and regulations made or which shall be made thereunder for the government of trade and intercourse with Indian tribes, and all regulations that have been or shall hereafter be lawfully prescribed by the Secretary of the Interior relative to oil and gas mining leases on lands of the ..... reservation, and the development thereof, and shall in all particulars comply with the provisions of said leases and such regulations, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed in the presence of—

(Witnesses) [1]

[1] Two witnesses to all signatures.

P. O. .....
P. O. ..... } as to ..... [SEAL]

P. O. .....
P. O. ..... } as to ..... [SEAL

P. O. .....
..... } as to ..... [SEAL]

P. O. .....
P. O. ..... } as to ..... [SEAL]

DEPARTMENT OF THE INTERIOR,
Washington, D. C., ... *192...*

Approved:

.....,
Assistant Secretary of the Interior.

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[Form 5-157g]

STIPULATION MODIFYING TERMS OF OIL AND GAS LEASE

(To be executed in quadruplicate)

Whereas, the Secretary of the Interior on the _____ day of _____ _____, 19__, approved an oil and gas mining lease entered into by and between the _____ Tribe of Indians, lessor, and _____, lessee, for a term of _____ years from date of approval _____ _____ _____ covering the following-described land in the _____ reservation, State of _____, to wit: _____ _____ _____ _____ _____

Whereas, _____, the present owner of said lease, and the council speaking for the _____ Tribe of Indians desire to amend said contract as authorized by the Act of Congress approved May 29, 1924 (Public, No. 158, 68th Cong.), by extending the term thereof for as long as oil or gas is found in paying quantities.

Now, therefore, in consideration of the sum of one ($1.00) dollar, the receipt whereof is hereby acknowledged by the lessor, and other and further valuable considerations, said lease is hereby amended to provide for a term of _____ years from the date of approval and as long thereafter as oil or gas shall be found in paying quantities.

In witness whereof, the parties hereto have affixed their signatures this _____ day of _____, 19__.

(Two witnesses to execution by lessor)

_____, _____

P. O. _____ _____,

P. O. _____ _____,

(Two witnesses to execution by lessee)

_____, _____

P. O. _____ _____,

P. O. _____ _____,

_____, *Members of Council.*

_____, *Lessee.*

ACKNOWLEDGMENT OF LESSOR

State of _____, county of _____, *ss:*

Before me, _____, in and for said county and State, on this _____ day of _____, 19__, personally appeared _____ _____ _____ _____ to me known to be the identical person__ who executed the within and foregoing instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

_____

My commission expires _____, 19__.

ACKNOWLEDGMENT OF INDIVIDUAL LESSEE

State of _____, county of _____, *ss:*

Before me, _____, in and for said county and State, on this _____ day of _____, 19__, personally appeared _____ _____ to me known to be the identical person__ who executed the within and fore-

going instrument, and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

_____

My commission expires _____, 19__.

ACKNOWLEDGMENT OF CORPORATION (LESSEE)

State of _____, county of _____, *ss:*

Before me, a _____, in and for said county and State, on this _____ day of _____, 19__, personally appeared _____, to me known to be the identical person__ who subscribed the name of the maker thereof to the foregoing instrument as its _____ _____ and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

_____

My commission expires _____, 19__.

CONSENT OF SURETY

The _____, of _____, surety for _____ on the bond covering the lease above described, hereby consents to the above modification of the term of the said lease and agrees that said bond shall remain in full force and effect.

Dated at _____, this _____ day of _____, 19__.

_____

DEPARTMENT OF THE INTERIOR,

Washington, D. C., _____, *19__.*

Approved:

_____,

Assistant Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
July 18, 1924.

The foregoing regulations and forms are respectfully submitted to the Secretary of the Interior with the recommendation that they be approved.

(Signed) CHAS. H. BURKE,
Commissioner of Indian Affairs.

Approved July 23, 1924.

(Signed) HUBERT WORK,
Secretary.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1924

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REGULATIONS GOVERNING THE LEASING OF RESTRICTED ALLOTTED INDIAN LANDS FOR MINING PURPOSES

(Not applicable to the Five Civilized Tribes or Osage Nation)

A provision in the act of March 3, 1909 (35 Stat. 781, 783), reads:

> That all lands allotted to Indians in severalty, except allotments made to members of the Five Civilized Tribes and Osage Indians in Oklahoma, may by said allottee be leased for mining purposes for any term of years as may be deemed advisable by the Secretary of the Interior, and the Secretary of the Interior is hereby authorized to perform any and all acts and make such rules and regulations as may be necessary for the purpose of carrying the provisions of this paragraph into full force and effect.

1. To carry this provision of law into effect the following regulations are prescribed:

The term "officer in charge" herein refers to the superintendent or other officer of the Indian Service or of the Government who may have jurisdiction over the allotments involved. Allotments of lands are regarded as made when approved by the Secretary of the Interior and trust patents have issued.

2. No lease, assignment thereof, or interest therein will be approved to any employee or employees of the United States Government whether connected with the Indian Service or otherwise, and no employee of the Interior Department shall be permitted to acquire any interest in such leases by ownership of stock in corporations having leases or in any other manner.

3. At such times and in such manner as he may deem appropriate, the officer in charge shall publish notices that oil and gas leases on specific tracts, each of which shall be in a compact body, will be offered to the highest responsible bidder for a bonus consideration, in addition to stipulated royalties. The successful bidder must deposit with the officer in charge on the day of sale a certified check or bank draft on a solvent bank in an amount equal to 20 per cent of the bid as a guaranty of good faith. Balance of bonus shall be paid and lease in completed form shall be filed within 30 days after the lease is forwarded to the lessee by the officer in charge for execution. If the successful bidder fails to complete the lease or pay the full consideration within said 30 days, or if the lease is disapproved through no fault of the lessor or the Interior Department, the amount deposited will be forfeited for the use and benefit of the Indian allottee, in the discretion of the Secretary of the Interior.

The right is reserved by the Secretary of the Interior to reject any and all bids and to disapprove and reject any lease made on an accepted bid; and should any bid be rejected after deposit is made by bidder, the deposit shall be immediately returned.

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4. The officer in charge shall execute leases on behalf of incompetent and minor allottees.

5. Leases for minerals other than oil and gas shall be negotiated with the Indian allottee whose lands are sought to be leased after permission so to do has first been obtained from the officer in charge, and, with the papers required, shall be filed with the officer in charge within 30 days from and after the date of execution: *Provided*, That no such lease on lands of incompetent and minor allottees shall be made until competitive bids have been invited therefor by advertising for at least two weeks in two or more papers of general circulation in the vicinity; but if a minor is interested with competent adults in inherited lands, and such adults agree respecting a lease, the officer in charge may sign for the minor without advertising. The minor's age and date of birth must be shown whenever possible. The successful bidder for lands advertised shall pay the cost of advertisement.

6. If the applicant for a lease is a corporation it shall file evidence of authority of its officers to execute papers, and with its first application it shall also file:

(I) A certified copy of its articles of incorporation, and, if foreign to the State in which the lands are located, evidence showing compliance with the corporation laws thereof.

(II) Lists of officers and stockholders with post-office addresses and number of shares held by each.

(III) A sworn statement of the proper officer showing:

(*a*) The total number of shares of the capital stock actually issued and the amount of cash paid into the treasury on each share sold; or, if paid in property, the kind, quantity, and value of the same paid per share.

(*b*) Of the stock sold, how much remains unpaid, and subject to assessment.

(*c*) The amount of cash the company has in its treasury and elsewhere, and from what sources it was received.

(*d*) The property, exclusive of cash, owned by the company and its value.

(*e*) The total indebtedness of the company and the nature of its obligations.

7. Statements of changes in officers and stockholders shall be furnished by a corporation lessee to the officer in charge on January 1 of each year, and at such other times as may be requested. Affidavits may also be required of individual stockholders at any time, setting forth in what corporations or with what persons, firms, or associations such individual stockholders are interested in mining leases of restricted Indian lands within the State, and whether they hold such interests for themselves or in trust.

8. Except to prevent loss or waste, leases of undivided, inherited lands will be approved only when accompanied by proof that the lessors are the only heirs of the deceased allottee. Heirship must be established in accordance with the act of June 25, 1910 (36 Stat. 855), and the regulations prescribed thereunder. If the heirs have already been so determined, the officer in charge, when forwarding the lease, shall refer to the date and file number of Indian Office letter notifying him of such determination. If the heirs include a life

tenant, the lease must be accompanied by an agreement between such life tenant and the remainder men, providing for the division of the rents and royalties, subject to approval of the Secretary of the Interior.

If the heirs to an allotment are undetermined or can not be located, and it appears necessary to lease the land to prevent loss or waste, the officer in charge will report the facts to the Commissioner of Indian Affairs and ask for instructions.

9. Lessees shall furnish with each lease a bond (Form 5–154b), with two or more personal sureties, or with an acceptable company authorized to act as sole surety. Such bond shall be in amount as follows: For less than 80 acres, $1,000; for 80 acres and less than 120 acres, $1,500; for 120 acres and not more than 160 acres, $2,000; and for each additional 40 acres or part thereof above 160 acres, $500: *Provided*, That a lessee may file one bond (Form 5–154f), in the sum of $15,000, covering all leases of a particular class on any one reservation to which he is or may become a party. The right is reserved at any time, before or after approval of a lease, to increase the amount of a bond above the sum named in any case where the Secretary of the Interior deems it proper to do so.

10. The officer in charge may, either before or after approval of a lease, call for any additional information desired to carry out these regulations. If a lessee shall fail to furnish the papers necessary to put his lease and bond in proper form for consideration, the officer in charge shall forward such lease for disapproval.

11. Oil and gas mining leases shall be made for a period of 10 years from the date of approval by the Secretary of the Interior and as much longer thereafter as oil, gas, casing-head gas, or any one of them, is produced in paying quantities, or the gas royalties for wells capable of producing gas in paying quantities, but not utilized are paid or as much longer thereafter as lessee is engaged in completing the drilling of a well commenced during the 10-year term, provided such drilling is prosecuted to completion of the well with due diligence, and if such drilling operations result in the finding of any one of the substances covered by the lease, then the lease shall remain in force as long as such substance is produced in paying quantities: *Provided*, Should lessee be unable to market the production from the leased land, he may, with the consent of the Secretary of the Interior, discontinue the operation of the producing wells thereon, and the lease shall remain in force notwithstanding such cessation of operations: *Provided further*, That if, while the lease is being held by production alone, the well or wells thereon shall cease to produce for any cause, lessee, with the consent of the Secretary of the Interior, shall have the period of 120 days from the stopping of production within which, at his election, to commence operations for the drilling of another well, deepen an existing well or wells, or otherwise to attempt to restore the production of such existing well or wells, and if such work is so commenced and prosecuted with reasonable diligence, and production of any such substance results therefrom, the lease shall remain in force as long thereafter as such substance is produced in paying quantities.

Leases for other minerals shall be for a period of 15 years.

12. No individual, corporation, partnership, company, or association shall hold under leases for mining purposes restricted Indian

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lands in any one State in excess of the following areas, exclusive of holdings in the Five Civilized Tribes and the Osage Nation:

(*a*) On deposits of the nature of lodes or veins, containing ores of gold, silver, copper, lead, zinc, or other useful metals, not more than 640 acres.

(*b*) For beds of placer gold, gypsum, asphaltum, phosphate, iron, ores, or other useful minerals other than coal, oil, and gas, not more than 960 acres.

(*c*) For coal, oil, or gas, not more than 4,800 acres, except that in the State of Oklahoma there is no limitation to the number of acres any lessee may acquire, by lease or assignment, for oil or gas mining purposes.

RENTS AND ROYALTIES

13. All rents, royalties, and other payment due under leases which have been or may be approved by the Secretary of the Interior shall be paid to the officer in charge, or to such other person as may be designated by the Secretary of the Interior, for the benefit of the various lessors. No credit will be given any lessee for rents or royalties paid direct to the lessors or their representatives.

14. Lessee shall pay on each oil and gas lease annually in advance, commencing from the date of approval by the Secretary of the Interior, and continuing until lessee shall have drilled a producing well, royalties as follows: Fifteen cents per acre per annum for the first and second years; 30 cents per acre per annum for the third and fourth years; 75 cents per acre per annum for the fifth year; and $1 per acre per annum for each succeeding year during the term of the lease. Such payments shall be made until the royalties on production exceed the advance royalty: *Provided*, That should the producing well or wells on the leased land cease to produce during the fixed term of the lease, then at the next succeeding advance royalty paying day the lessee shall resume the payment of advance royalty.

Advance annual royalties at the rates above prescribed shall also be paid on leases for minerals other than oil and gas.

Payments of advance royalty shall be a credit on stipulated royalties for the year for which the payment of advance royalty is made, and the sums of money so paid shall not be refunded to the lessee because of any subsequent surrender or cancellation of the lease, nor shall the lessee be relieved from the obligation to pay said advance royalty annually when it becomes due by reason of any subsequent surrender or cancellation of the lease.

The advance royalty for the first year shall be paid to the officer in charge at the time of filing the lease, and the amounts so paid shall be and become the property of the lessor if the lease be disapproved because of the lessee's failure to meet the requirements of the law or these regulations, or because of any other fault or defect chargeable to the lessee.

15. The minimum rate of royalty on oil shall be 12½ per cent of the gross proceeds of all crude oil extracted from the leased premises, payment to be made at the time of sale or removal of the oil, and in no event shall such royalty be paid on the basis of less than the posted market price for oil of like quality, grade, and gravity in the particular oil field of which the lease is a part the day the oil is run

to the pipe line or into permanent storage. If a difference obtains in the price posted in said field for oil of the like quality, grade, and gravity, the average posted price of purchasers taking 50 per cent or more thereof shall be the basis for the payment of said royalties. Settlement shall be made on the 15th day of each month for royalties accruing during the preceding calendar month: *Provided*, if pipe-line connections with the lease or other facilities for the marketing of the production therefrom are not available to the lessee he may, with the consent of the Secretary of the Interior, store the oil and defer settlement for royalties until such pipe-line connections are secured or until such other facilities for the marketing of the production from the lease are obtained.

In time of war or other public emergency any of the executive departments of the United States Government shall have the option to purchase at the highest posted market price on the date of sale all or any part of the oil produced under any lease.

16. The royalty on gas, whether it shall be gas from which the casing-head gasoline has been extracted or otherwise, shall be 12½ per cent of the value thereof in the field where produced: *Provided*, That where wells produce both oil and gas or oil and gas and water to such an extent that the gas is unfit for ordinary domestic purposes but is used temporarily in connection with drilling and pumping operations on adjacent or near-by tracts, the lessee shall pay royalty at the rate of 12½ per cent of the gross proceeds of the sale of gas from such wells. Failure on the part of the lessee to use a gas-producing well which can not profitably be utilized at the rate herein named shall not work a forfeiture of the lease so far as it relates to mining oil, but if the lessee desires to retain gas-producing privileges he shall pay a rental of $100 per annum in advance, calculated from the date of the discovery of gas on each gas-producing well, the gas from which is not marketed nor utilized other than for operations under the lease. If the leased premises produce gas in excess of lessee's requirements for the development and operation of said premises, then lessor may use sufficient gas free of charge for all stoves and inside lights in the principal dwelling house on said land by making his own connection with the well or wells thereon, the use of such gas to be at lessor's risk at all times.

On casing-head gas used or sold for the manufacture of casing-head gasoline the rate of royalty shall be 12½ per cent of the value of the casing-head gas, which value shall be determined and computed on the basis and in the manner provided in the regulations governing the utilization of casing-head gas produced from oil wells on restricted Indian lands.

In cases where gas produced and sold has a value for drip gasoline, casing-head gasoline content, and as dry gas from which the casing-head gasoline has been extracted, then the royalties above provided shall be paid on all such values.

Evidence of discovery of gas wells and the beginning of utilization must be furnished promptly in the form of a sworn statement.

Payments of annual gas royalties shall be made within 25 days from the date such royalties become due, other royalty payments to be made monthly on or before the 25th day of the month succeeding

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that for which such payment is to be made, supported by sworn statements.

The capacity of wells shall be ascertained, under the direction of the Secretary of the Interior, when necessary under the terms of the lease to determine the amount of royalty to be collected.

Except in cases of emergency, which shall not exceed 10 days, not more than 20 per cent of the capacity of any gas well shall be utilized.

17. The royalty on coal shall not be less than 10 cents per ton of 2,000 pounds on mine run, or coal as it is taken from the mines, including what is commonly called "slack."

18. The royalty on asphaltum shall be not less than 10 cents per ton of 2,000 pounds on crude asphalt or 60 cents per ton on refined asphalt.

19. For gold, silver, copper, lead, zinc, and tungsten the lessee shall pay quarterly a royalty of not less than 10 per cent, to be computed on the gross value of the ores as shown by reduction returns after deducting freight and treatment charges.

20. For substances other than gold, silver, copper, lead, zinc, tungsten, coal, asphaltum and allied substances, oil, and gas the lessee shall pay quarterly a royalty of not less than 10 per cent of the value at the nearest shipping point.

21. With the consent of the officer in charge, lessees may make arrangements with the purchasers of oil for the payment of the royalties to the officer in charge by such purchasers, but such arrangement, if made, shall not operate to relieve a lessee from responsibility should the purchaser fail or refuse to pay royalties when due. Where lessees avail themselves of this privilege, division orders permitting the pipe-line companies or other purchasers of the oil to withhold the royalty interest shall be executed and forwarded to the officer in charge for approval before wells are brought in, as pipe-line companies are not permitted to accept or run oil from leased Indian lands until after the approval of a division order showing that the lessee has a lease regularly approved and in effect. The right is reserved to cancel a division order at any time or require the pipe-line company to discontinue to run the oil of any lessee who fails to operate the lease properly or otherwise violates the provisions of the lease or of these regulations.

22. Royalty payments on leases other than oil and gas shall be made monthly, on or before the 25th day of the month succeeding that for which such payment is to be made.

23. A sworn report of the lessee shall accompany each royalty remittance, covering all operations, whether there has been production or not, except that where division orders have been approved and the royalty paid by the pipe-line company or other purchaser of oil lessees need not make monthly reports direct. All leases upon which there is no production or upon which dry holes have been drilled may be included in one report.

24. Separate quarterly reports for each lease, whether or not oil royalty is paid by the pipe-line company or other purchaser, shall be submitted by the lessee to the officer in charge within 15 days after March 31, June 30, September 30, and December 31 of each year, upon prescribed forms, showing manner of operation, total

production, and all receipts during the quarter from any operations under the lease for the benefit of the lessor or the lessee, or both, giving amount of each payment, name of person making same, and nature of the operations from which the money paid was derived. Sworn reports of gas wells shall be made both when discovered and when utilized.

STIPULATIONS

25. The lessee under any lease heretofore approved may, by stipulation, with the consent of the lessor and the approval of the Secretary of the Interior, make such approved lease subject to all the terms, conditions, and provisions contained in these regulations and in the lease form authorized and adopted in pursuance thereof. Form 5–154I shall be used for this purpose.

ASSIGNMENTS

26. (*a*) Leases hereafter approved, or any interest therein, may be assigned or transferred only with the approval of the Secretary of the Interior, and to procure such approval the assignee must be qualified to hold such lease under existing rules and regulations, and shall furnish a satisfactory bond for the faithful performance of the covenants and conditions thereof.

(*b*) No lease or any interest therein or the use of such lease shall be assigned, sublet, or transferred, directly or indirectly, by working or drilling contract, or otherwise, without the consent of the Secretary of the Interior.

(*c*) Assignments of leases and stipulations modifying the terms of existing leases shall be filed with the officer in charge within 30 days after the date of execution.

CANCELLATIONS

27. A lease will be canceled by the Secretary of the Interior for good cause upon application of the lessor or lessee, or if at any time the Secretary is satisfied that the provisions of the lease or of any regulations heretofore or hereafter prescribed have been violated. When the lessee applies for cancellation he must, before the same will be considered, pay a surrender fee of $1 and all royalties and rents due to the date of completion of such application, surrender all parts of the lease actually delivered to him, and furnish a duly recorded release of the acreage covered by the application if the lease thereon has been recorded: *Provided*, That where the application is made by an assignee to whom no copy of the lease was delivered he will be required to surrender only his copy of the assignment.

If the lease is owned in undivided interests by more than one person, firm, or corporation all shall join in the application for cancellation.

All required fees and papers must be at least in the mail on or before the date upon which rents and royalties become due in order for the lessee and his surety to be relieved from liability for the payment thereof.

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No part of any advance royalties or annual rentals shall be refunded to the lessee, nor shall he be relieved from his obligation to pay royalties and rentals annually when due by reason of any subsequent surrender or cancellation of the lease. Upon cancellation of a lease the lessor shall be entitled to take immediate possession of the land.

OPERATIONS

28. Lessees will be required to carry out and observe the regulations now or hereafter in force governing oil and gas operations on restricted Indian lands. Operations will not be permitted under any lease requiring approval of the Secretary of the Interior until the approved lease has been delivered. If there has been a contest respecting a lease or leases, the approved, disapproved, or canceled parts thereof will be held in the office of the officer in charge for five days after promulgation by him, by mailing or delivery of the department's decision, and will not be delivered if within that period a motion for review or reconsideration be filed until such motion is passed upon by the department.

29. Lessee shall commence the drilling of a test well on the land covered by the lease within one year from the approval thereof by the Secretary of the Interior, or, in lieu thereof, beginning one year from such approval, pay the officer in charge in advance an annual rental of $1 per acre, such payments to continue throughout the 10-year term, or until the drilling of said test well is commenced, or the lease is surrendered in the manner provided therein. The completion of a well or wells producing oil, gas, or casing-head gas in paying quantities shall terminate lessee's obligation to pay rentals thereunder during the producing life of such well or wells: *Provided*, That should the producing well or wells on the land cease to produce during the fixed term of the lease, or a test well come in dry during said period, then at the next succeeding annual rental paying day, lessee shall resume the payments of rental, unless prior thereto he has commenced the drilling of another test, or has surrendered the lease.

The lessee may be required by the Secretary of the Interior, or by such officer as he may designate for the purpose, to drill and operate wells to offset paying wells on adjoining tracts and within 300 feet of the dividing line, except that where the well or wells to be offset are paying gas wells, the lessee shall be relieved of his obligation to drill upon payment of a sum equivalent to the gas royalty stipulated for in the lease, and for such purpose the open-flow capacity and the use to which the offset well is devoted shall be the criterion to determine the lessee's royalty obligation.

30. Lessees shall agree to allow the lessors and their agents or any authorized representative of the Interior Department to enter, from time to time, upon and into all parts of the leased premises for the purposes of inspection, and shall further agree to keep a full and correct account of all operations and make reports thereof, as herein required, and their books and records showing manner of operations and persons interested shall be open at all times for examination of such officers of the department as shall be instructed in writing by the Secretary of the Interior to make such examination.

31. Oil shall not be sold to a pipe-line company until division order is filed as hereinbefore provided. Should the lessee desire to sell oil or remove it from the leased premises in any other manner, such sale or removal shall not be made until authorized by the officer in charge. Lessee or his representative shall actually be present when oil taken under division orders is run by pipe-line companies, and lessee shall be responsible for the correct measurement and report of oil so run; otherwise the approval of division order may be revoked.

LAND FROM WHICH RESTRICTIONS HAVE BEEN OR MAY BE REMOVED

32. All leases of any description whatever executed by an allottee on land from all of which the restrictions against alienation had been removed before such execution may be executed without any provision for reference to or supervision by the Secretary of the Interior or any official of the Department of the Interior; and the officer in charge shall refuse to accept for consideration any lease covering land from all of which restrictions had been removed before such execution.

33. All leases executed before the removal of restrictions against alienation on land from all of which restrictions against alienation shall be removed after such execution, if such leases contain specific provision for approval by the Secretary of the Interior, whether now filed with the department or presented for consideration hereafter, will be considered and acted upon by this department as heretofore.

34. Oil and gas leases heretofore approved and leases for other minerals now or hereafter in force on land from all of which restrictions against alienation have been or shall be removed, even if such leases contain provisions authorizing supervision by this department, shall, after such removal of restrictions against alienation, be operated entirely free from such supervision, and the authority and power delegated to the Secretary of the Interior in said leases shall cease, and all payments required to be made to the officer in charge shall thereafter be made to lessor or the then owner of said land; and changes in regulations thereafter made by the Secretary of the Interior applicable to oil and gas leases shall not apply to such leased land from which said restrictions are removed.

In the event restrictions are removed from a part of the land included in any lease to which this section applies the entire lease shall continue subject to the supervision of the Secretary of the Interior, and all royalties thereunder shall be paid to the officer in charge until such time as the lessor and lessee shall furnish the Secretary of the Interior satisfactory information that adequate arrangements have been made to account for the oil, gas, or mineral upon the restricted land separately from that upon the unrestricted. Thereafter the restricted land only shall be subject to the supervision of the Secretary of the Interior, provided that the unrestricted portion shall be relieved from such supervision as in the lease or regulations provided.

35. All oil and gas leases hereafter executed shall contain the following relinquishment of supervision clause and terms operative after such relinquishment:

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Should the Secretary of the Interior, at any time during the life of this instrument, relinquish supervision hereof as to all or part of the acreage covered hereby, such relinquishment shall not bind lessee until lessor shall have given lessee 30 days' written notice of such relinquishment, accompanied by a certificate of the officer in charge, officially evidencing such relinquishment. Until said requirements are fulfilled, lessee may continue to make all payments due hereunder, whether royalties, advance royalties, or rentals, to the officer in charge, who, for these purposes, shall be deemed the lawful agent of lessor and his successors in title to receive said payments and distribute same. After notice and proof of relinquishment have been received by lessee, as herein provided, this lease shall be subject to the following further conditions:

(*a*) All royalties, advance royalties, and rentals for deferred drilling operations thereafter accruing shall be paid in the following manner: Royalties shall be paid to lessor or his successors in title, or to a trustee appointed under the provisions of paragraph 9 hereof, at the time, in the manner, and subject to the conditions hereinbefore set out respecting the payment of such royalties to the officer in charge. Advance royalties and rentals for deferred drilling operations shall be paid directly to lessor or his successors in title, or to said trustee, as the case may be, or, at lessee's election, the same may be mailed or delivered to _____ bank of _____ _____ for deposit to the credit of lessor, his successors in title, or said trustee, which bank or its successors is hereby made the lawful agent of lessor or his successors in title, or said trustee, to receive and distribute said payments, and said bank or its successors shall continue as such agent during the period that advance royalties and rentals are payable hereunder, regardless of any change in the ownership of said land or of said advance royalties or rentals. All payments called for in this paragraph may be made by lessee's check or bank draft, and the mailing of same, postage prepaid, on or before the due date of the particular installment represented by such check or draft, shall prevent a forfeiture under the provisions of paragraph II hereof.

(*b*) After such relinquishment of supervision this lease may be assigned, in whole or in part, without the approval of the Secretary of the Interior and without the consent of lessor, the assignee, or assignees, to enjoy all the rights and privileges hereinbefore specifically granted assignees hereof.

(*c*) If at the time supervision hereof is relinquished lessee shall have made all payments then due hereunder and shall have fully performed all obligations on its part to be performed up to the time of such relinquishment, then the bond given to secure the performance hereof, on file in the Indian Office, shall be of no further force or effect.

(*d*) After such relinquishment this instrument shall no longer be subject to the supervisory regulations of the Secretary of the Interior, and the power of the Secretary of the Interior to prescribe regulations of this character shall not be transferred to nor vested in lessor, and all the acts herein provided to be done and performed by the lessee with the consent or on the approval of the Secretary may be done or performed by the lessee without such consent or approval and without limitation or condition.

(*e*) Should such relinquishment affect part of the acreage hereof only, then lessee may continue to drill and operate the land covered hereby as an entirety: *Provided*, Lessee shall pay to the officer in charge for the benefit of lessor such proportion of all royalties, advance royalties, and rentals due hereunder as the acreage retained under the supervision of the Secretary of the Interior bears to the entire acreage of the lease, the remainder of such royalties, advance royalties, and rentals to be paid directly to lessor or his successors in title, or said trustee, as the case may be, as provided in subdivision (*a*) of this paragraph.

After the removal of restrictions or relinquishment of jurisdiction by the Secretary of the Interior this lease can only be forfeited on the following grounds: (*a*) For failure to pay an advance royalty as provided herein; (*b*) for failure to pay a rental for deferred drilling operations as provided herein; (*c*) for failure to drill an offset well to a paying well on adjoining premises when required hereunder, or, in lieu thereof, in the case of an offset gas well, to pay the gas royalties herein provided for. The existence of any one of the above grounds of forfeiture shall be determined in an appropriate action in a court of equity, and the lessee shall have the right to avoid such forfeiture by complying with the conditions violated within 30 days from the final judicial

decree of forfeiture. If this lease be producing when a decree of forfeiture is made, such forfeiture shall relate only to the undrilled portions of the lease.

Should the fee to said land be divided into separate parcels, held by different owners, or should the royalty or rental interests hereunder be so divided in ownership, after the execution of this lease and after the Secretary of the Interior relinquishes supervision hereof, the obligations of lessee hereunder shall not be added to or changed in any manner whatsoever. Notwithstanding such separate ownership, lessee may continue to drill and operate said premises as an entirety: *Provided*, Each separate owner shall receive such proportion of all royalties, advance royalties, and rentals accruing after the vesting of his title as the acreage of the fee, or royalty or rental interest, bears to the entire acreage covered by the lease: *Provided further*, That if at any time after departmental supervision hereof is relinquished, in whole or in part, there shall be four or more parties entitled to advance royalties, rentals, or royalties hereunder, whether said parties are so entitled by virtue of undivided interests or by virtue of ownership of separate parcels of the land covered hereby, lessee, at his election, may withhold the payment of further rentals, advance royalty, or royalties (except as to the portion due the Indian lessor while under restriction) until all of said parties shall agree upon and designate in writing and in a recordable instrument a trustee to receive all payments due hereunder on behalf of said parties and their respective successors in title. Payment to said trustee shall constitute lawful payment hereunder, and the sole risk of an improper or unlawful distribution of said funds by said trustee shall rest upon the parties naming said trustee and their respective successors in title.

36. Should the removal of restrictions affect only part of the acreage covered by an oil-and-gas lease containing provisions to the effect that the royalties accruing under the lease, where the fee is divided into separate parcels, shall be paid to each owner in the proportion which his acreage bears to the entire acreage covered by the lease, the lessee or assignee of such unrestricted portion will be required to make the reports required by these regulations and the operating regulations with respect to the beginning of drilling operations, completion of wells, and production, the same as if the restrictions had not been removed. In the event the unrestricted portion of the leased premises is producing, the owners of the lease thereon will be required to pay the portion of the royalties due the Indian lessor at the time and in the manner specified by these regulations.

FEES

37. In accordance with the provisions of the act of February 14, 1920 (41 Stat. L. 408–415), a fee of $5 is hereby required upon approval of each lease, sublease, or assignment. This fee shall be paid at the time of filing the lease, sublease, or assignment, and will be refunded in case the instrument is disapproved.

FORMS

38. The forms prescribed for use in connection with these regulations are designated as follows, and may be obtained from the officer in charge at a cost of 10 cents each:

5–154. Lease for minerals, other than oil and gas.
5–154b. Bond.
5–154d. Authority of officers to execute papers.
5–154e. Assignment.
5–154f. $15,000 collective bond.

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5–154g. Affidavit of personal surety to accompany bonds.
5–154h. Oil-and-gas lease.
5–154i. Stipulation modifying terms of oil-and-gas mining lease.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
June 10, 1925.

The foregoing regulations are respectfully submitted to the Secretary of the Interior with recommendation that they be approved.

CHAS. H. BURKE,
Commissioner of Indian Affairs.

Approved July 7, 1925.
JOHN H. EDWARDS,
Assistant Secretary.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1925

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REGULATIONS TO GOVERN THE UTILIZATION OF CASING-HEAD GAS PRODUCED FROM OIL WELLS ON RESTRICTED INDIAN LAND

(Not applicable to the Osage Nation)

Section 2 of the act approved May 27, 1908 (35 Stat. L. 312), provides:

> That all lands other than homesteads allotted to members of the Five Civilized Tribes from which restrictions have not been removed may be leased by the allottee if an adult, or by guardian or curator under order of the proper probate court if a minor or incompetent, for a period not to exceed five years, without the privilege of renewal: *Provided*, That leases of restricted lands for oil, gas, or other mining purposes, leases of restricted homesteads for more than one year, and leases of restricted lands for periods of more than five years may be made, with the approval of the Secretary of the Interior, under rules and regulations prescribed by the Secretary of the Interior, and not otherwise.

A provision in the act of March 3, 1909 (35 Stat. L. 781, 783), reads:

> That all lands allotted to Indians in severalty, except allotments made to members of the Five Civilized Tribes and Osage Indians in Oklahoma, may by said allottee be leased for mining purposes for any terms of years as may be deemed advisable by the Secretary of the Interior; and the Secretary of the Interior is hereby authorized to perform any and all acts and make such rules and regulations as may be necessary for the purpose of carrying the provisions of this paragraph into full force and effect.

In accordance with the above provision of law, the following regulations are prescribed to govern the utilization of casing-head gas produced from oil wells on restricted Indian lands (except Osage) and the computation of the royalty interest of the Indian lessor:

DEFINITIONS

The following expressions whenever used in the regulations shall have the meaning now designated, viz:

Casing-head gas: The gas from an oil well coming through the casing with the oil from oil-producing strata.

Casing-head gasoline: The petroleum product obtained from casing-head gas.

Superintendent: The local field officer in charge of restricted lands of members of Indian tribes upon which oil wells are located and whose duty shall be to enforce compliance with these regulations.

Inspector: Any person appointed as inspector of oil wells, or who may be designated by the Secretary of the Interior to supervise oil operations under the direction of the superintendent.

Oil lessee: Any person, firm, or corporation owning an oil-mining lease on restricted Indian lands.

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Gasoline plant: Plant operated for the purpose of extracting casing-head gasoline from casing-head gas.

REGULATIONS

SECTION 1. Contracts shall be entered into between lessees of restricted Indian land and owners of gasoline plants for the sale of casing-head gas, which shall provide for a minimum royalty interest for the Indian lessor of 12½ per cent (or the royalty specified in the lease) of the gross proceeds of such sale, to be computed on the basis indicated by schedule marked "Figure 1," unless it is sold on a higher basis, in which event it shall be computed on such basis.

SEC. 2. Contracts entered into between lessees and owners of gasoline plants shall be filed with the superintendent within 30 days after date of execution, and shall be effective only from date of approval by the superintendent.

SEC. 3. All contracts for the sale of casing-head gas shall be made subject to the rules and regulations of this department now existing or hereafter to be promulgated, and shall provide that the schedule marked "Figure 1" may be revised by the Secretary of the Interior upon notice to all parties concerned, and an opportunity given them to be heard: *Provided*, Such revision shall not apply to existing approved contracts so as to alter the term of the contract, the rate of royalty, the method of computing the royalty, or the basis of such computation without the consent of the parties thereto. Such contracts shall also provide that they may be canceled by the superintendent for a violation of the terms thereof or the regulations after 30 days' notice to the parties concerned and an opportunity to be heard has been afforded them.

SEC. 4. When lessees manufacture casing-head gasoline from casing-head gas produced from their own leases, payment for the royalty interest of the Indian lessor shall be at the rate of 12½ per cent (or the royalty specified in the lease), to be computed on the basis of the schedule marked "Figure 1," and which shall be subject to change as provided in paragraph 3.

SEC. 5. The price actually received for raw casing-head gasoline shall be used in connection with schedule marked "Figure 1" in determining the royalty on casing-head gas, the same to be reported under oath and remittance made to the superintendent not later than the 25th of the succeeding month for all gasoline disposed of during the preceding month: *Provided*, That should it appear at any time that any manufacturers of such product who for their own convenience or their affiliated organizations or interests sell raw casing-head gasoline manufactured from gas taken from restricted allotted Indian lands at an arbitrary price during any particular month which does not approximate the average price obtained by manufacturers selling raw casing-head gasoline in the open market during such month, the superintendent shall notify said manufacturers of such discrepancies and require settlement upon the average price obtained by manufacturers selling in the open market during such months, instead of any arbitrary price upon which payment may be tendered for royalty payments: *Provided further*, That the place of sale of such product shall be understood to be at the plant where manufactured when so disposed of or when loaded into tank

cars at or near the plant. Should any company or manufacturer sell or otherwise dispose of such product by delivery to pipe lines at distant points, they shall be allowed the average loss by waste, evaporation, or otherwise sustained by other manufacturers, of such product from the plant to tank cars as shown by sworn statements which shall be furnished when required by the superintendent.

SEC. 6. The gasoline productivity of the casing-head gas per thousand cubic feet shall be determined by a physical field test of the gas produced from each lease in the following manner: By the use of one of the standard appliances used for testing the gasoline contents of gas, which shall be approved by the department. The gasoline shall, after being condensed in what is known as the accumulator tank, be reduced to atmospheric pressure or zero on the guage, then drawn off and the temperature raised in an open vessel to 60° F. at a rate not to exceed 1° every two minutes. The gasoline remaining, reduced to a basis of gallons per thousand cubic feet, shall be considered the gasoline content for the purpose of these regulations: *Provided*, When gas is run through a common meter in accordance with paragraph 7 its gasoline productivity shall be tested the same as gas produced from a single lease.

SEC. 7. All casing-head gas from each lease shall be metered on the leased premises and computed at a basis of 4 ounces to a square inch about atmospheric pressure. Where the volume of gas is extremely small, upon application to the superintendent, permission may be granted to install a common meter for two or more leases. In such case the total amount of casing-head gas removed shall be prorated between the separate leases and apportioned as to the number of connecting wells thereon. All meters shall be open to inspection at any time by the inspectors in the Indian Service, or whomever the superintendent may designate for such purpose.

SEC. 8. Sworn statements shall be made to the superintendent by lessees and by the persons in charge of the gasoline plants to whom casing-head gas is sold showing: (1) The volume of casing-head gas purchased from each lease; (2) the productivity of such gas per thousand cubic feet as determined by the physical field test as prescribed in section 5; (3) the price at which the merchantable gasoline is sold; and (4) the amount paid to the lessee. These statements shall be made not later than the 25th of each month for the preceding month, and at the same time payment shall be made of the royalty interest to the superintendent by the lessee, or by the purchaser, in accordance with section 9 hereof. The books of both lessee and purchaser shall be open to inspection on order of the superintendent so far as to test the accuracy of the sworn statements referred to above, and to determine whether the interests of the restricted lessor are fully protected.

SEC. 9. Lessees shall secure the consent of the superintendent to manufacture gasoline from casing-head gas produced on restricted leases owned by such lessees. The productivity of the casing-head gas shall be determined as prescribed in section 6, and sworn statements as indicated in paragraph 8, accompanied by remittance of the royalty interest shall be mailed to the superintendent not later than the 25th day of each month, for casing-head gas utilized for the manufacture of casing-head gasoline during the preceding month,

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the computation to be made on the basis indicated by schedule marked "Figure 1."

Sec. 10. The superintendent may make arrangements with purchasers of casing-head gas for payment of the royalty, which arrangement shall not relieve lessees from responsibility for payment should the purchaser fail, neglect, or refuse to pay the royalty when it becomes due.

Sec. 11. Physical field tests of the gasoline productivity of casing-head gas as prescribed in paragraph 6 shall be made at quarterly periods (as nearly as may be convenient) on January 1, April 1, July 1, and October 1, under departmental supervision, and the result thus obtained shall be the basis on which settlement shall be made for the casing-head gas, until the next test is taken. The April and October tests may be waived by the superintendent when information furnished him shall so justify. No expenses in making these tests shall be chargeable to restricted lessors.

Sec. 12. Casing-head gas or the dry gas remaining after extracting gasoline and not used for developing purposes may be disposed of and the proceeds accounted for as is provided for by the terms of the lease.

Sec. 13. The superintendent shall have authority to grant permission for erection of gasoline plants on departmental leases, and contracts for that purpose shall be submitted to him for approval, specifying the term, the acreage to be used, and fixing the price per acre per annum to be paid therefor.

Figure 1

Sale price per gallon or less	Gallons per 1,000 cubic feet																							
	½	1	1½	2	2½	3	3½	4	4½	5	5½	6	6½	7	7½	8	8½	9	9½	10	10½	11	11½	12
	Cents per 1,000 cubic feet of gas																							
Cents																								
6	¼	2	2	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
7	¼	2	3	5	6	7	8	9	11	12	13	14	15	16	17	19	20	21	22	23	25	26	27	28
8	¼	2	3	5	7	8	9	11	12	14	15	16	17	19	20	21	23	24	25	27	28	29	31	32
9	¼	2	3	6	7	9	11	12	14	15	17	18	20	21	23	24	25	27	29	30	32	34	35	36
10	1	3	4	7	8	10	12	13	15	17	18	20	22	23	25	27	28	30	32	33	35	37	38	40
11	1	3	4	7	9	11	13	15	17	18	20	22	24	26	28	29	31	33	35	37	39	40	42	44
12	1	3	5	8	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48
13	1	3	5	9	11	13	15	17	19	22	24	26	28	30	33	35	37	39	41	43	45	46	48	50
14	1½	4	5	9	12	14	16	18	20	22	24	26	28	30	33	35	37	40	42	44	46	48	50	52
15	1½	4	6	10	12	15	17	19	21	23	26	28	30	33	35	38	40	42	44	46	48	50	52	54
16	1½	4	6	11	13	16	18	20	22	24	26	28	30	33	35	37	40	42	45	47	49	51	53	55
17	1½	4	6	11	14	16	19	21	23	25	28	30	32	35	37	40	42	45	47	49	51	54	56	58
18	2	5	7	12	15	17	20	22	24	27	29	31	34	36	39	41	43	46	48	50	53	55	57	60
19	2	5	7	13	15	18	20	23	25	28	30	33	35	38	40	43	45	48	50	53	55	58	60	63
20	2	5	8	13	16	19	21	24	27	29	32	35	37	40	43	45	48	51	54	56	59	61	64	67
21	2	5	8	14	17	19	22	25	28	31	34	36	39	42	45	48	51	54	57	60	62	65	68	71
22	2	6	8	15	17	20	23	26	29	32	35	38	41	44	47	50	53	56	59	62	65	68	71	74
23	2	6	9	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63	66	69	72	75
24	2	6	9	16	19	22	25	28	31	34	37	40	43	46	49	52	55	58	61	64	67	70	73	76
25	2	6	9	16	20	23	26	29	32	35	38	41	44	47	50	53	56	59	62	65	68	71	74	77
26	3	7	10	17	21	24	27	30	33	37	40	43	46	49	53	56	60	63	66	69	72	75	79	82
27	3	7	10	18	22	25	28	31	35	38	41	44	48	51	54	57	60	63	67	70	73	77	80	83
28	3	7	11	19	22	26	29	33	36	39	43	46	49	53	56	60	63	67	70	74	77	81	84	87
29	3	7	11	19	23	27	30	34	37	41	44	48	51	55	58	62	65	69	72	76	79	83	86	90
30	3	8	11	20	25	30	35	40	45	50	55	60	65	70	75	80	85	90	95	100	105	110	115	120

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	½	1	1½	2	2½	3	3½	4	4½	5	5½	6	6½	7	7½	8	8½	9	9½	10	10½	11	11½	12
	Cents per 1,000 cubic feet of gas																							
Cents																								
6	2	2	2	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
7	2	2	3	5	6	7	8	9	11	12	13	14	15	16	18	19	20	21	22	23	25	26	27	28
8	2	3	3	6	7	8	9	11	12	13	15	16	17	19	20	21	23	24	25	27	28	29	31	32
9	2	3	4	7	8	9	11	12	14	15	16	18	20	21	22	24	25	27	29	30	32	33	34	36
10	3	4	5	8	9	10	12	13	15	17	18	20	22	23	25	26	28	30	32	33	35	37	38	40
11	3	5	5	9	10	12	13	15	17	18	20	22	24	25	27	29	31	33	35	37	39	40	42	44
12	3	5	6	10	11	13	14	16	18	20	22	24	26	28	29	31	33	35	37	39	41	43	45	47
13	3	6	6	11	12	14	15	17	19	21	23	25	27	29	31	33	35	37	39	41	43	45	47	49
14	4	6	7	12	13	15	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50
15	4	6	8	13	14	16	17	19	21	23	25	27	29	31	33	35	37	39	41	43	45	47	49	51
16	4	7	8	14	15	17	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52
17	4	7	9	15	16	18	20	21	23	25	27	29	31	33	35	37	39	41	43	45	47	49	51	53
18	5	8	9	16	17	19	21	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54
19	5	8	10	17	18	20	22	23	25	27	29	31	33	35	37	39	41	43	45	47	49	51	53	55
20	5	8	11	18	19	21	23	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56
21	5	9	11	19	20	22	24	25	27	29	31	33	35	37	39	41	43	45	47	49	51	53	55	57
22	5	9	12	20	21	23	25	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58
23	5	9	12	21	22	24	26	27	29	31	33	35	37	39	41	43	45	47	49	51	53	55	57	59
24	6	9	13	22	23	25	27	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60
25	6	10	13	23	24	26	28	29	31	33	35	37	39	41	43	45	47	49	51	53	55	57	59	61
26	6	10	14	24	25	27	29	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62
27	6	10	14	25	26	28	30	31	33	35	37	39	41	43	45	47	49	51	53	55	57	59	61	63
28	6	11	15	26	27	29	31	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64
29	6	11	15	27	28	30	32	33	35	37	39	41	43	45	47	49	51	53	55	57	59	61	63	65
30	6	11	16	28	29	31	33	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66

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DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS.

The foregoing regulations are respectfully submitted to the Secretary of the Interior with the recommendation that they be approved.

CHAS. H. BURKE,
Commissioner of Indian Affairs.

DEPARTMENT OF THE INTERIOR,
July 7, 1925.

Approved.

JOHN H. EDWARDS,
Assistant Secretary.

WASHINGTON : GOVERNMENT PRINTING OFFICE : 1925

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DEPARTMENT OF THE INTERIOR

NORTH WEST TERRITORIES AND YUKON BRANCH

Office of the Senior Mining Inspector.

CALGARY, Alta.

February 16th, 1926.

Sir,

Please refer to the following correspondence dealing with suggested changes in the Petroleum and Natural Gas Regulations.

1. Letter dated 14th July last to the Assistant Deputy Minister.

2. H. H. Rowatt's memorandum dated 7th August last to the Deputy Minister, File No. 162231 and 11146 M.L.

3. Deputy Minister's letter dated 14th August last.

While you were in Calgary a short time ago the correspondence outlined above and the effect of such changes was fully discussed.

Mr. Rowatt has explicitly and fully dealt with the question from the point of view of the present regulations, which provide for remedies after an event occurs. In many cases, after the event occurs the remedies are not practicable.

In dealing with the question from such an angle the main point of the changes suggested has been missed.

From a technical point of view the suggested changes in the regulations provide for preventive measures. This would simplify their administration, and bring them in line with the methods adopted by experienced operators in the various oil fields of the world.

In the few cases where it might be possible under the present regulations to adopt preventive measures, it would necessitate having an official stationed continually at each well, which would result in unnecessary expenditure.

The points contained in the suggested changes of the 14th July are herewith covered and quoted by sections taken from the Petroleum Laws of the various states of the Union, followed in each case by an explanation.

"(1).....

O. S. Finnie, Esq.,
Director,
N.W.T. & Y. Branch,
Department of the Interior,
OTTAWA, Canada.

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"(1) A lessee or operator of a Petroleum location upon which boring operations are being carried on, shall be required, under the regulations, to maintain, through the drillers in charge, a daily report of operations conducted on such location, such reports shall be prepared in duplicate and one of the copies thereof shall be, at all times, retained at the well and shall be open to inspection by the Petroleum Engineer or an official designated by him. In addition, the lessee or operator shall furnish a duplicate copy thereof to the Petroleum Engineer on the form provided for that purpose, or the company's form providing it is acceptable to the department. Such daily reports to be forwarded to the Supervising Mining Engineer at the end of each and every week during the course of operations upon the location."

The above section is partly included in our Petroleum and Natural Gas Regulations under "Section 29", to supplement Section 5 of form of lease.

The changes suggested in this section would provide this office with up to date information on the progress of operations. Experience has proven that much valuable information has been lost by failure to collect such information at short intervals. This has not been possible to do in all cases, owing to location of wells being separated by hundreds of miles. Without this change in the above section of the regulations it would require an enormous staff to collect the information. The change will add little additional work for the operator.

At present this course is being followed by some operators, and it would be an additional guarantee that the daily reports would not be neglected.

"(2) The recorded owner or operator of a petroleum location upon which drilling operations are being carried on shall cause to be preserved and maintained, a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at interval depths of 10 feet, shall be washed, accurately tabulated and forwarded, as requested, to the Supervising Mining Engineer at Calgary. Bags in which to forward samples and all necessary equipment for collecting the same shall be supplied to the operator by the Department."

The above clause is partly included in our Petroleum and Natural Gas Regulations under Section 29 to supplement Section 5 of the form of lease.

The changes in this clause require every operator to preserve and maintain samples at interval

depths.....

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depths of 10 feet. The depth of 10 feet is selected for convenience of the driller since this is the length of two screws.

"(3) The lessee or operator of a petroleum location upon which boring operations are being carried on shall be required, under the regulations, to immediately inform the Minister or an officer appointed by him, on encountering oil, gas or water in any amount during the progress of drilling operations."

This is a new idea, framed with the object of placing this office in a position to take immediate action to prevent the flooding of wells and to conserve oil and gas horizons. Here again this clause will go a long way towards eliminating a large inspection staff and at the same time will work practically no hardship on the operator. Cases such as the Victory Oil Company, Foremost No. 5, Fabyan No. 1 and many others where information was more or less concealed at the time and later impossible to verify the statements made in connection therewith, would be eliminated.

"(4) It shall be the duty of the owner or operator of any well now drilled, or that may be drilled under these regulations, on lands producing or reasonably presumed to contain petroleum or gas, to properly case such well or wells with suitable metal casing, in accordance with methods approved by the Minister, and to use every effort and endeavour in accordance with the most approved methods, to effectively shut off, and test such shut off of all water overlying or underlying the oil and gas bearing strata, and to effectually prevent any water from penetrating such oil or gas bearing strata.

When it appears to the Minister that any water is penetrating oil or gas bearing strata, he may order a test of water shut off and designate a day upon which the same shall be held; such order shall be in written form and served upon the owner of said well at least five days prior to the day designated in said order as the day upon which said shutoff test shall be held.

Upon receipt of such order it shall be the duty of the lessee or operator to hold said tests in the manner and at the time prescribed in said order."

This clause is copied verbatim from Section 15 of the Oil and Gas Laws of the State of California, Page 61, Petroleum Laws of all America.

There is nothing in the present regulations to provide for the condition of water shut offs and casing, as outlined in this section. The section is self explanatory and is essential if we are to conserve

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all productive horizons penetrated by drill holes.

"(5) It shall be the duty of the owner or operator of any well referred to in these regulations, to notify the Minister or his Agents of the time at which the owner or operator shall test the shutoff of water in any such well. Such notice shall be given at least five days before such test. The Petroleum Engineer, or an inspector designated by him shall be present at such test and shall render a report in writing, of the result, to the Minister, or his Agent, a duplicate of which shall be delivered to the owner. If any test shall be unsatisfactory to the Petroleum Engineer, he shall so notify the owner or operator in said report, and shall, within five days after the completion of such test, order additional tests of such work as he deems necessary to properly shut off the water in such well, and in such order shall designate a day upon which owner or operator shall again test the shutoff of water in such well, which day may, upon the application of the owner, be changed from time to time in the discretion of the Minister."

This clause is copied verbatim from Section 19 of the Oil and Gas Laws of the State of California, page 63, Petroleum Laws of all America.

This clause is self explanatory and strictly a conservation measure. Under this clause the department will, at all times, have power to regulate operations so that the hole might be kept in 'A-1' condition, from commencement to completion. For those who are not familiar with actual drilling operations it might be well to point out that it is most essential and good economy to have all waters absolutely shut off before proceeding with drilling. During the past season this office obtained the friendly cooperation of all operators in the Turner Valley and they agreed to an official water test, with the result that each well, having such a test, has been able to drill approximately 1800 feet of open hole. This is not only a record for Turner Valley, but a record for the whole of Western Canada. The speed in drilling and depth of open hole is due entirely to the fact that the water was shut off and not carried during the course of drilling.

Careful consideration of the above will reveal the immense saving in dollars and cents by the elimination of extra strings of pipe which would have been necessary, had the hole not been dry.

With the success of the water shutoffs as demonstrated in the Turner Valley, and the fact that cooperation cannot always be guaranteed, it is highly desirable that this important section be added to the regulations.

"(6) It.....

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"(6) It shall be the duty of the owner or operator of any well referred to in these regulations, to keep a careful and accurate log of the drilling of such well, such log to show the character and depth of the formation passed through or encountered in the drilling of such well, and particularly to show the location and depth of the water-bearing strata, together with the amount and character of the water encountered from time to time (so far as ascertained) and to show at what point such water was shut off, if at all, and if not, to so state in such log, and show completely the amounts, kinds and size of casing used, and to show the depth at which oil or gas bearing strata were encountered, with the amounts of production of each. In addition, the depth and character of strata, and whether all the water overlying and underlying such oil bearing strata was successfully and permanently shut off, so as to prevent percolating or penetration in oil bearing strata. Such log shall be kept in the office of the owner or operator and shall be, at all times, open to the inspection of the Minister or his Agents. Upon the completion of any well, or upon the suspension of operations upon any well for a period of thirty days, a copy of said log in duplicate and in such form as the Minister shall direct, shall be filed in ten days after such completion or after the expiration of the thirty day period with the Supervising Mining Engineer, and a like copy shall be filed upon the completion of any additional work in the deepening of any such well."

This clause is copied verbatim from part of section 18 of the Oil and Gas Laws of California, page 62. Petroleum Laws of all America.

This clause is framed so that the Department might have a complete history of each well, same to be submitted by the operator upon completion or suspension of work. The Yearly Return provided for by the present regulations supplies information which is lacking in importance, and frequently received at too late a date. It has been the experience of this office, in checking up information from Yearly Returns, that it is very difficult to go back several months or even a month, and confirm the information as given. In addition the difficulty is increased by not having explicit instructions in regard to the essential information required to constitute a complete history of the well.

"(7) Whenever natural gas in commercial quantities, or a gas bearing strata known to contain natural gas in such quantities is encountered in any well drilled for oil or

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gas under these regulations, such gas shall be confined to its original stratum until such time as the same can be produced and utilized without waste and all such strata shall be adequately protected from infiltrating waters."

This clause is copied verbatim from Rule 3, Rules for the Conservation of Natural Gas and Oil, State of Oklahoma. Petroleum Laws of all America, Page 257.

This clause will prevent the migration of oil or gas from a high pressure sand to a sand of low pressure, when both sands have been cased off behind the same string of casing.

In addition, this clause is framed to conserve a gas or oil sand which is frequently penetrated in drilling for the larger pay sand, but which might, at some later date, have a commercial value.

"(8) Any stratum showing a well defined gas sand and producing gas, shall be considered capable of producing gas in commercial quantities, and any gas coming from such stratum and sand shall be considered a commercial quantity and such stratum and sand shall be protected, provided an unrestricted open flow in excess of two million cubic feet per twenty-four hours, shall be obtained. Provided that, in the discretion of the Minister, gas of a less quantity shall be of commercial value and the Minister may direct the conservation of said gas of lesser quantity in accordance with the provisions of these regulations, and provided further, that the guage of the capacity of any gas well shall not be taken until such well has been allowed an open flow for a period of twenty-four hours.

This clause is copied verbatim, in part, from Rule 4, Rules for the Conservation of Natural Gas and Oil, State of Oklahoma. Petroleum Laws of all America, Pages 257 and 258.

This clause definitely defines whether or not a gas sand has a commercial value and defines the sand which must be conserved under Clause 7.

"(9) Before any well is begun in any field where it is not known that high pressure does not exist, proper anchorage shall be laid so that the control casing head may be used on the inner string at all times and this type of casing head or one equally efficient shall be kept in constant use unless it is known from previous experience and operations on wells adjacent to the one being drilled, that high pressure does not exist or will not be encountered therein."

This clause is copied verbatim from Rule 16, Rules for the Conservation of Natural Gas and Oil, State of Oklahoma, Petroleum Laws of all America, Page 260.

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In an unknown field it is highly essential that every precaution be taken in order to handle high pressures, whether it be water, gas or oil.

This clause provides for proper anchorage, which means that one string of casing inserted in the well must be solidly cemented, then any additional strings of pipe can be securely held by tying to the anchored string and a valve may be placed on any string, and the well closed in at any time.

The present regulations do not provide the authority to insist on anchoring casing so as to act as a control string when high pressure water, oil or gas is encountered in drilling. Owing to the absence of the precautions provided for by the above clause, many wells in Peace River are now flowing wild with sulphur and salt water, with no prospect of being able to repair them. This condition has occurred at Royalite No. 4 well, which is producing approximately 500 barrels of naphtha per day, and at the Rogers Imperial, which is capable of producing some 60,000,000 cubic feet of gas per day, and others.

The above clause would effectively prevent the reoccurrence of such events.

> "(10). In all proven, or well defined gas or oil fields, or where it can reasonably be expected that gas or oil in commercial quantities will be encountered, adequate preparation shall be made for the conservation of oil and gas before "drilling in" a well, and the gas or oil horizons shall not be penetrated until proper equipment, as approved by the Minister, shall have been provided."

This clause is copied verbatim from Rule 17, Rules for the Conservation of Oil and Gas, State of Oklahoma, Petroleum Laws of all America, Page 260.

This clause provides for the authority to insist as far as practicable on efficient equipment being in position when drilling in a well. Otherwise there is grave danger in having a valuable well damaged beyond repair by the lack of proper equipment.

> "(11). No well shall be drilled through or below any oil, gas or water stratum without sealing off such stratum or the contents thereof, after passing through the sand, either by mud laden fluid process, or by casing, or by cement, or by packers, regardless of the volume or thickness of the said sand."

This clause is copied verbatim from Rule 20, Rules for the Conservation of Oil and Gas, State of Oklahoma, Petroleum Law of All America, Page 260.

This clause ....

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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This clause is essentially a conservation measure, providing for the sealing off of an oil, gas or water sand at the time of drilling through same.

"(12) The recorded owner of a petroleum location shall not allow a well to be shot, without previously notifying the Minister or his Agents, and shall not let in sale water or other foreign substances injurious to the oil or gas sand. a report shall be made to the Minister or his Agents on all wells shot, showing the condition of the well before and after shooting, including the size of the shot, sand or sands shot, production before and after shooting, per centage of water in well before and after shooting. In case irreparable injury is done to the well by shooting it shall immediately be plugged and abandoned to the satisfaction of the Minister.

This clause is copied in part from Rule 30, Rules for the Conservation of Oil and Gas, State of Oklahoma, Petroleum Laws of All America, Page 262.

Shooting wells with high explosives is frequently resorted to, to increase production. Unless the work of shooting a well is carefully carried out, great damage may result. For this reason it is essential that the department be informed on all details in connection with each case of shooting a well.

"(13) Every recorded owner of a petroleum location or property under these regulations shall, between the first and tenth of each calendar month, or at such times as the Minister may direct, take a guage of the volume and rock pressure of all wells producing gas in the manner prescribed by the Minister, and shall forward on guage blanks to be supplied, all information so obtained, provided that the Minister may, in his discretion, allow a longer period to intervene in the case of any specified owner or lessee."

This clause is taken verbatim from Rule 31, Rules for the conservation of Natural Gas and Oil, State of Oklahoma, Petroleum Laws of all America, Page 262.

The information demanded by this clause is essential in order to conserve the flow of gas from any particular well or wells, or from any particular field. This information would reveal the encroachment of water and falling off of pressure and we would be in a position to demand that preventive measures be taken to conserve the field, and prevent damage by any particular well or wells to the gas horizon.

"(14). When gas from any well is being used, the flow of production thereof shall be restricted to 40% of the potential capacity of same, as shown by the last monthly guage, provided that the Minister may, in his discretion, allow such additional per centage to be used as he may deem expedient."

This clause....

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This clause is taken verbatim from Rule 32, Rules for the Conservation of Natural Gas and Oil, State of Oklahoma, Petroleum Laws of all America, Page 262.

This clause was framed to prevent overdraining of a gas well or field. Continual heavy drainage results in pulling salt water into a well or portion of a field, and by so doing ruining large areas that would otherwise be productive. The life of a field is thus materially shortened. We have a striking example in the Bow Island field, and this occurred last winter in the Foremost field.

"(15). It shall be the duty of every person, association or corporation under these regulations, to file with the Supervising Mining Engineer, but not oftener than once in each month, a statement showing amount of oil or gas produced during the period indicated, from each well, together with its gravity, and the amount of water produced from each well, estimated in accordance with methods approved by the Minister, and the number of days during which fluid was produced from each well, the number of wells drilling, producing, idle or abandoned, owned, or operated by said person, association, or corporation, provided that upon request and a satisfactory showing, a longer interval may be fixed by the Minister as to such reports in the case of any specified owner or operator. This information shall be in such form as the Minister may designate."

This clause is taken verbatim from Section 20, Oil and Gas Laws, State of California, Petroleum Laws of All America, Page 63.

The information provided for in this clause is of first importance. The Department must have this information if they are to regulate the conservation of oil and gas, and when the time arrives where Royalties are imposed the information is absolutely essential.

The necessity of this clause has been greatly needed during the past season, and as new fields are developed the need of this clause will be more and more apparent.

If we are to conserve productive oil and gas sands it is absolutely essential that we know at least every month, the amount of oil, gas, and water produced at each well.

Water being the most viscious enemy of oil and gas sands it is most important to have the fullest information on the movements of such an enemy, so that all possible precautions can be taken to combat it.

Here again the present regulations and yearly returns are too general, and do not provide for

Prompt .....

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prompt or sufficient detailed information to enable the department to efficiently enforce conservation measures.

It is true that the present regulations provide in part in a general way the information outlined in the above clause, but what we require is detailed information on each well and at intervals of at least a month if we are to play the part intended by the regulations in conserving Natural Gas and Oil.

Further it will be a guarantee that each operator will have, at all times, an up to date and complete record of each well.

Mr. Rowatt states that we now have authority to collect such information. This method of securing information is most expensive and lacks efficiency.

The information should come to us rather than by collecting same, otherwise you would have operators, which is the case at the present time, waiting for an official to arrive to collect information due the department. This method encourages operators in keeping a slip shod record of their operations, with the result that much valuable information is lost. Another objection is that frequently a lessee operates for several months, - for one reason or another - quits, leaves the locality before the yearly return is due and in these cases a large per centage of the information departs with the operator and is lost.

"(16) Whenever the full production from any common source of supply of natural gas or petroleum, under these regulations is in excess of the market demand, then any person, firm, or corporation having the right to drill into and produce oil or gas from any such common source of supply may take there from only such proportion of the oil or natural gas that may be marketed without waste as the natural flow of the well or wells owned or controlled by any such person, firm or corporation bears to the total natural flow of such common source of supply, having due regard to the guage provided by each well, and the acreage drained by each well, so as to prevent any such person, firm or corporation securing any unfair proportion of the gas or oil therefrom, provided the Minister may permit the taking of a greater amount whenever he shall deem such taking reasonable or equitable. In the discretion of the Minister he may direct rules and regulations for the determination of the natural flow or production of any such well or wells, and regulate the taking of natural gas or oil from any or all such common sources of supply under these regulations so as to prevent waste, protect the interest of the public and of all those having the right to produce therefrom and to prevent unreasonable discrimination in favour of any one such common source of supply as against another."

This clause....

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This clause is taken verbatim, with the exception that oil is included, from Conservation Laws of Oklahoma, Section 4, Law March 30th, 1915. Petroleum Laws of all America, Page 222.

The provisions of this clause are absolutely new in Western Canada and without this provision we are unable to exercise that control which is necessary in all developed oil fields. For example, we might take an inverted saucer to represent a structure or reservoir containing oil and gas. The area overlying the saucer might be divided into several parcels and drilled by the several lessees. It is apparent that all oil and gas under the saucer or structure is proportionately owned by the various lessees. By allowing one well or a group of wells on any one parcel, to draw indiscriminately from the producing horizon or sand tends to cause the space from which this rapid extraction has been made to fill up with salt water, which may flood other portions of the productive horizon, and seriously damage the whole reservoir, thereby ruining not only the well or group of wells responsible for the damage, but the other adjoining areas.

In the case of a reservoir where a well may be drilled on the top, tapping the structure at the point of maximum pressure and volume, such a well should be regulated so as to avoid draining the reservoir too rapidly. If such a condition were allowed, and since the pressure of gas overlying the fluid plays a very important part in the recovery of same, rapid depletion of pressure and gas would seriously reduce the maximum recovery of fluid. An excellent example of this very situation is now occurring in the Turner Valley field, where the Royalite No. 4 well is pouring forth some 20,000,000 cubic feet of gas and approximately 500 barrels of naphtha per day, under a rock pressure estimated to be at least 2500 pounds per square inch. In this case the Royalite well is draining a structure on which neighboring operators are now drilling and who have a proportionate equity with the Royalite Company in the gas and oil stored in the underground reservoir known as the Turner Valley structure.

This clause gives 100% protection to the smallest operator as well as to the largest operator by allowing each operator to take his proportionate share of oil and gas contained in any one structure.

This clause provides the means by which waste of natural gas and oil can be adequately controlled by preventing the production of more oil or gas than the country needs and at the same time providing adequate protection for all operators and the public.

This clause is approved of by all experienced operators and information secured from reliable sources reveals that this clause was inserted in the various acts or regulations across the line on the suggestion of the operators themselves.

"(17). All contractors

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"(17). All contractors and drillers carrying on business or doing work in the gas or oil fields under these regulations, as well as lease holders and operators generally under these regulations, shall take notice of, and are hereby directed to observe and apply the foregoing rules and regulations as laid down by the Minister."

This clause has been taken verbatim from Rule 39, Rules for the Conservation of Oil and Gas State of Oklahoma, Petroleum Laws of All America, Page 263.

On the 12th of January 1923 Mr. Rowatt submitted a draft of a provision to be added to Section 29(a) of the regulations dealing with the question of contractors and drillers as outlined in the above clause. His draft would appear much more rigid than the clause quoted, but we have confined ourselves in this case, as in the others, to the sections of the acts which have been in force for several years in the United States.

However it would appear from Mr. Daly's letter dated the 15th of June 1923, that there is some doubt as to the legality of including such a clause in our regulations.

The clause is so important that we strongly feel the necessity of controlling in some manner the drilling operations of contractors and drillers.

It would appear that a contractor or driller operating under a contract from a lessee may remove his tools, equipment or casing without interference by the Department. This situation has occurred a number of times in the past and the most recent case being the well drilled by the Canadian Oil and Refining Company, "Imperial Rogers" No. 1. In this case the contractor, Mr. John Reynolds, got into a dispute with the lessee and threatened to remove the casing from the well although there existed a rock pressure of over 1200 pounds per square inch, and a flow of approximately 60,000,000 cubic feet of gas per day. This office objected very strongly to the removal of the casing and the Canadian Oil and Refining Company were forced to purchase the casing from the contractor.

It does not need a great imagination as to what would have happened had the casing been removed from this well. The department would have had on their hands one of the wildest wells on this continent, beyond repair and wasting a huge amount of gas with no possible chance of controlling the well.

This condition was avoided by cooperation with the Canadian Oil and Refining Company, but we have an illustration in the Turner Valley field in the Indiana Alberta Well No. 2, located on Legal Subdivision 9, Section 1, Township 20, Range 3, West of the 5th Meridian. Here the contractor removed all casing and left the hole to cave and fill with water. The damage in this case cannot be estimated since this particular well was drilled prior to the existence of this office.

The operator ....

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The operator and contractor have now left the country, leaving behind absolutely no information on the condition of the well from the time operating commenced until abandonment.

As development progresses in the west the department is going to have more and more to do with the contractor or driller who drills and operates wells on contract from the lessee. It, therefore, becomes apparent that all contractors and drillers should abide by the regulations as laid down by the department.

"(18). When Natural Gas from any well drilled, or that may be drilled under these regulations, contains hydrocarbon vapors from which casinghead gasoline or natural gasoline may be obtained, such casinghead gas shall be conserved and such casinghead gasoline shall be subject to the same regulations as are applied to oil in the meaning of these regulations, provided further, that when such natural gas is produced with oil, casinghead gasoline, or water, such natural gas shall be efficiently separated from oil, casinghead gasoline or water.

The method of separation as well as the type and size of such separators as may be used shall be subject to the approval of the Minister. Further, the gasoline content of any casinghead gas shall be determined by such method and in such manner as the Minister may direct.

The Minister or an officer appointed by him may direct that a test be made of the gasoline content of any natural gas, and if casinghead gasoline should be present in paying quantity, the Minister may direct that such casinghead gasoline shall be separated, conserved or utilized as provided for under these regulations."

This clause is compiled from Regulations to govern the leasing of lands in the Osage Reservation, Oklahoma, for oil and gas mining purposes, drawn up by the Department of the Interior, Washington, D.C., and approved March 7th, 1923.

The existing regulations do not provide for the conservation of casinghead gasoline, nor for the conservation of the dry gas which becomes a by-product through the extraction of the natural gasoline. In addition the existing regulations do not provide for the separation of natural gas or casinghead gas from oil, casinghead gasoline or water.

With the prospective large development next season, along the foothills, it is, in our opinion, most desirable that this phase of production should be provided for in the regulations as it is highly probable that similar conditions will be encountered in the foothills area as those existing in the Turner Valley, where Royalite Wells Nos. 1, 2 and 3 and the Illinois-Alberta Well No. 1 are at the present producing casinghead gasoline from Natural Gas. In Royalite No. 4 the crude Naphtha or Petroleum has to be separated from Natural Gas as well as to separate casinghead gasoline from the casinghead gas.

<u>The resultant</u> ....

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The resultant by-produce of dry gas has been wasted during the past year in amounts of from 10,000 to 20,000,000 cubic feet daily, due to the defective condition of this well.

With the addition of the above suggested change to our regulations the Department would find themselves in a position to efficiently deal with this phase of production arising through drilling operations.

CONCLUSION:

Everyone of the above clauses have been carefully studied and discussed by all members of your staff at Calgary, with the object of selecting and framing these new additions to the regulations, from a technical and practical point of view, to meet the present and future requirements of this important and rapidly developing industry.

It will be noted by referring to the correspondence on our files, and dating back as far as 1919, that Mr. Rowatt has had in mind and has been alert to the necessity of many of the points covered in the above suggested changes and additions to the regulations.

If these changes are adopted in whole, or in part they should be enacted under the powers conferred on the Minister under Section 29(a) otherwise they will have little value for many years to come.

Mr. Davies, our new Petroleum Engineer, has worked under every one of these clauses and has selected same as being the most suitable to meet our requirements. Nothing has been included in the above clauses which has not been proven by experience in the fields in which he has worked, to be efficient.

In addition the above clauses have been discussed with, and approved by such operators as the Imperial Oil Company, Gas Company, and C. E. Roth.

The officials of the first named companies have had wide experience in drilling and producing operations, not only in Canada, but in United States and other parts of the world. Mr. Roth, one of the largest individual operators on the continent, has supervised the drilling of approximately 1000 wells. They all agree that the addition of the above clauses would elevate our regulations to the same degree of efficiency as the regulations and acts in other parts of the world.

Your obedient servant,

C. C. Ross.

Supervisory Engineer.

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187729

Form No. 1 Surveyed Lands

Department of the Interior

MINING LANDS BRANCH

NOTICE OF INTENTION TO BEGIN BORING OPERATIONS

Notice must be given at least 15 days before work is begun.

April 27th, 1926

The Superintendent,
Mining Lands Branch,
Dept. of the Interior,
Ottawa, Canada.

MINING LANDS BRANCH OTTAWA MAY 18 1926 CANADA DEPT. OF THE INTERIOR

Sir,

Notice is hereby given, as required by Section 29a of the Petroleum and Natural Gas Regulations, that it is our intention to begin boring operations on L.S.D. ..... Sec. ..... Tp. ..... Rg. ..... W. ..... Mer. Lease No. ..... Stoney Indian Reserve, according to plan filed with Dominion Government at Ottawa, on or about the 3rd., day of May 1926.

This well shall be known as Well No. 1

We intend using the following equipment:-

Type of drilling rig Diamond Drill New or used? Part new. Part used.

CASING

	SIZE	WEIGHT	THREAD TO 1"	NEW OR USED
1st String	6	29#		New
2nd "	4	16#		"
3rd "	3	8#		"
4th "				
5th "				
6th "				

The name and Post Office address of the person in charge will be:-

Name of Company:

RESERVE OILS LIMITED

A. Green Secy

Signature.

(Over)

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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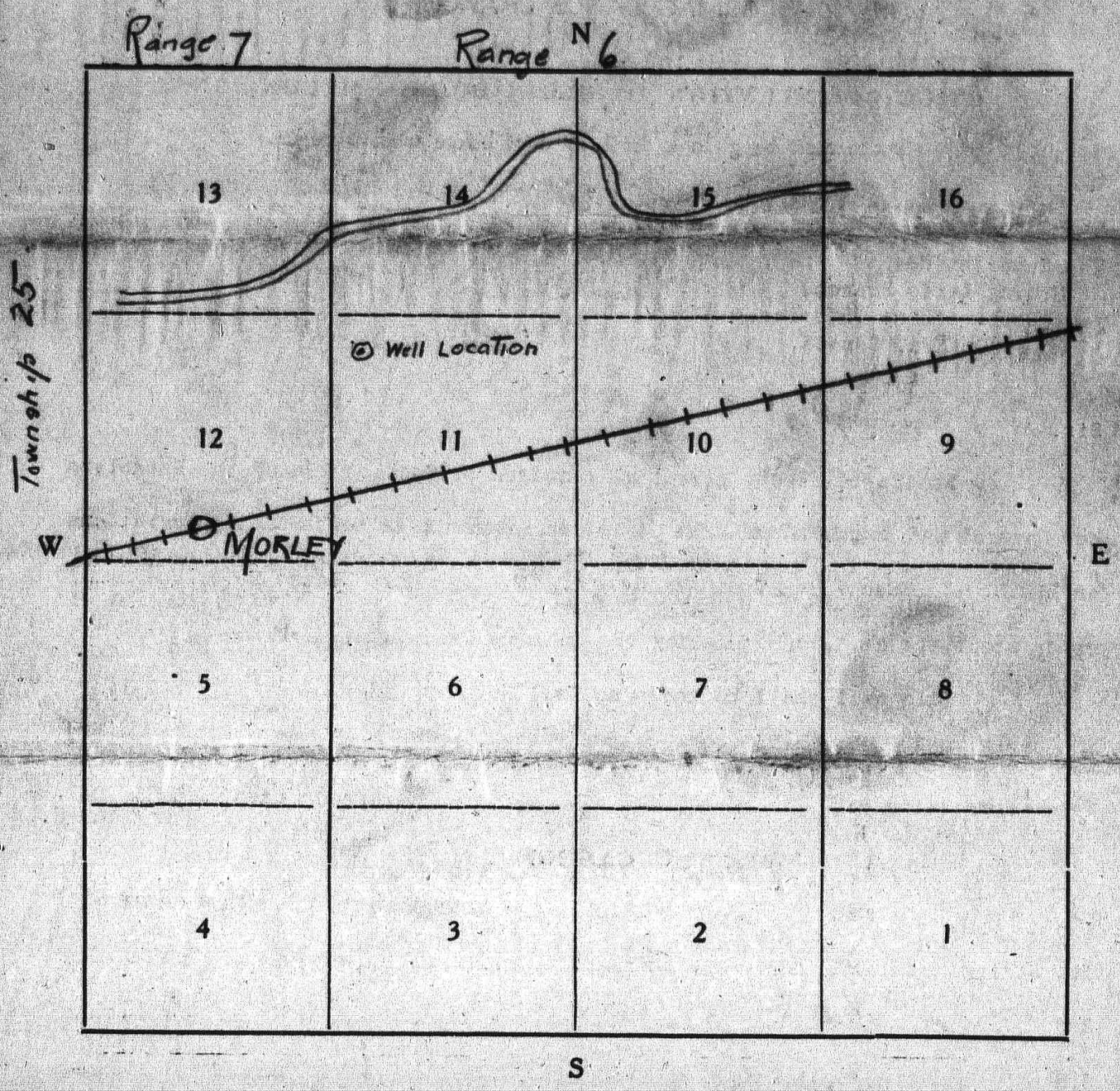
This is a plot of a section divided into legal subdivisions.



~~Please indicate with "dot" as closely as possible, location of well.~~

If the lands affected are situated in or near surveyed territory the location of the well should be accurately tied to the nearest corner post of the Dominion Lands system of survey, and should be shown on the above diagram, together with the course of the traverse from such post to the well with a statement of correct measurements. If the well is distant from any surveyed line or post its position should be indicated as nearly as possible on the above diagram.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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WHEN REPLYING ADDRESS
SUPERINTENDENT OF THE
MINING LANDS BRANCH

EO'C.

PLEASE QUOTE
FILE No. 187729 M.L.

DEPARTMENT OF THE INTERIOR
CANADA

R

MINING LANDS BRANCH

OTTAWA, 26th May, 1926.

Sir,

ENCL.

I beg to enclose, herewith, a notice of intention to begin boring operations, which has been forwarded to the Department by Reserve Oils, Limited. The location upon which the operations are to be commenced would appear to be the North West quarter of Legal Subdivision 11 of Section 25, in Township 25, Range 7, West of the 5th Meridian, situated in the Stony Indian Reserve.

I understand that your Department has been in touch with the Inspection Division of this Department, respecting drilling operations to be conducted in Indian Reserves, and that it is the intention that the said operations are to be supervised by the technical officers of this Department. A copy of the notice in question has been made for the records of this Department.

Your obedient servant,

L. H. Rowatt
By

Superintendent.

J. C. Caldwell, Esq.
Lands Branch, Department of Indian Affairs,
O T T A W A.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20,000

Lands

May 26, 1926.

Dear Mr. Cory,-

As a result of the increasing interest being taken with regard to the question of oil and gas development in western Canada, this Department has recently received numerous applications for permission to prospect for oil and gas on Indian Reserves with a view to commercial development later.

Our present departmental regulations with respect to petroleum and natural gas are entirely unsuited for conditions as they exist today, and it is our intention to re-draft and amend these regulations in such manner and to such an extent as will efficiently cope with present and future development. For the present we are merely issuing permits to prospect or explore, but later should conditions warrant, we propose issuing leases subject to certain terms and conditions and in compliance with such regulations as may then be in force and effect.

Mr. J. C. Caldwell, Chief of our Lands & Timber Branch, has recently had some conversation with Mr. C. C. Ross, your Supervisory Engineer. The purpose of these conversations was to secure as much information as possible with respect to the regulations of your department as it is our intention when drafting our own regulations, to have them as uniform as possible considering, however, the somewhat different circumstances. You will understand that in so far as the development of oil and gas resources on Indian Reserves is concerned, our primary consideration is to secure as large a revenue as possible for the Indian owners. Otherwise, conditions should not differ to any extent from the situation elsewhere.

W. W. Cory, Esq.,
Deputy Minister,
Department of the Interior,
O t t a w a.

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Your Mr. Ross and a number of oil men who have discussed the matter with the Department, have pointed out how important it is to have all development carried on under proper and efficient official supervision and inspection. Improper boring on leased land within the boundaries of an Indian Reserve might seriously affect development on lands adjoining the reserve, or the circumstances might be reversed. This Department has not at present any official competent to supervise any such operations on Indian Reserves, and as a matter of general protection, I would suggest that such inspection and investigation as may be considered necessary should for the present at least be carried on by your officials. It is not likely that oil or gas development on Indian reserves will increase to such an extent that the employment of such an official by this Department would be justified. Should such a condition arise, however, we might then give the matter consideration. I may add that in any permits or leases which we have issued recently, it has been provided that actual boring operations must be carried on subject to the supervision and inspection of your officials. We took this step having in mind an inter-departmental arrangement to be agreed to later on.

I shall be glad if you will have some discussion on this matter with your officials, with a view to advising me as soon as possible whether such an arrangement as I have suggested might be consented to.

Yours very truly,

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001

W. W. CORY,
DEPUTY MINISTER
ROY A. GIBSON,
ASSISTANT DEPUTY MINISTER

DEPT. OF INDIAN AFFAIRS
JUN 24 1926
RECORDS

9.

OFFICE OF
THE DEPUTY MINISTER OF THE INTERIOR
OTTAWA, CANADA.

23rd June, 1926.

LANDS BRANCH
JUN 24 1926

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Dear Dr. Scott,

I have your letter of the 26th ultimo, and in reply can assure you that we will be glad to extend the fullest possible measure of co-operation in the matter of the development of oil and gas on Indian Reserves.

I believe that both Mr. Finnie, Director of the North West Territories and Yukon Branch, and Mr. Ross, Senior Mining Inspector, have been in conference with Mr. J.C. Caldwell, Chief of the Lands and Timber Branch, and have assisted in the discussion of the proposed regulations and the operation thereof.

It seems desirable that the regulations of the two Federal Departments administering oil and gas lands should be as uniform as possible, and that it would be a matter of economy to have the developments supervised by the one set of officers, especially in view of the difficulty of obtaining and retaining the services of ~~an~~ officers qualified to supervise such operations.

Yours very truly,

Acting Deputy Minister.

D. C. Scott, Esq., F.R.S.C., Litt. D.,
Deputy Superintendent General
of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
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File 20,001.

Return to

June 25, 1926.

Dear Mr. Gibson,-

I thank you for your letter of the 23rd instant, with reference to the question of regulations covering the disposal of petroleum and natural gas rights on Indian Reserves, and may say that the matter is receiving consideration.

It is possible that some further conference with a number of your officials will be necessary, and your offer of co-operation and assistance is appreciated.

Yours very truly,

Duncan C. Scott

Deputy Superintendent General.

Roy A. Gibson, Esq.,
Acting Deputy Minister,
Department of the Interior,
O t t a w a.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001

359,783

REGULATIONS

Established by Order in Council of 17th May, 1910.

For the disposal of petroleum and gas on the Indian Reserves in the Provinces of Alberta and Saskatchewan and - the Northwest Territories.-

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Prospecting

The Superintendent General of Indian Affairs may grant exclusive permission to explore for petroleum and gas on Indian reserves in Alberta, Saskatchewan and in the Northwest Territories, after surrender of the petroleum and gas by the Indians, in accordance with the provisions of the Indian Act, on a defined area to be selected by the lessees and such selection to be confirmed by the Superintendent General of Indian Affairs, such permission to extend for a period of four years, and to include necessary surface rights for the purpose of carrying on operations, payment for which surface rights to be made at the rate of $1.00 per acre, per annum, and the permit to specify the terms as to boring plant to be put in during the first year, and as to operations during the following years or until petroleum or gas is found, and shall provide that water shall be shut off when operations cease before casing is withdrawn, and embody such other conditions as may be considered by the Superintendent General in the interests of the Indians.

Operating

1. When petroleum or gas is found on the area covered by the permit, in commercial quantities, a lease or leases may be issued for a term or terms of 21 years, renewable for further term or terms of 21 years, providing for the payment of a rental of 50 cents per acre per annum for the land so leased, or a royalty of 2 percent of the value at the well's mouth of all petroleum or gas produced, whichever

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ever be the greater.

2. The lease to be issued to give no surface rights on the land excepting such rights as may be necessary for the purpose of carrying on operations and otherwise the Indians to have full and exclusive right and ownership of and on the said lands, to till, cultivate and use the same as they may desire, the lessee undertaking and agreeing to do no injury to any crops, buildings or other property, or if so, to make compensation therefor as may be decided by the Superintendent General of Indian Affairs.

3. That Indian labour shall be employed at current rates unless where it is found impracticable or where expert labour is required.

4. That the party to whom permission to explore or lease is issued shall not nor will sell or permit or suffer to be sold or used on the premises any spirituous liquors, ale, beer, or any intoxicating beverage whatever.

5. That no rights shall be granted on any improved land and no well shall be drilled within 500 feet of any improvements or within one mile of any well operated by any other party.

6. That gas from operated wells shall be furnished free to Indians of the Reserve upon which the well is situated for household purposes, they paying for the piping and connections.

7. That the lease shall contain a proviso requiring returns to be furnished, under oath, showing quantities of oil or gas taken out, and also that the Superintendent General of Indian Affairs or any one authorized by him shall have the right to examine the books and records of the lessee to enable him to verify such returns.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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REGULATIONS

FOR THE

DISPOSAL OF THE PETROLEUM AND NATURAL GAS RIGHTS, THE PROPERTY OF THE CROWN IN MANITOBA, SASKATCHEWAN, ALBERTA, THE YUKON TERRITORY, THE RAILWAY BELT IN THE PROVINCE OF BRITISH COLUMBIA, AND WITHIN THE TRACT CONTAINING THREE AND ONE-HALF (3½) MILLION ACRES OF LAND ACQUIRED BY THE DOMINION GOVERNMENT FROM THE PROVINCE OF BRITISH COLUMBIA, AND REFERRED TO IN SUBSECTION (b) OF SECTION 3 OF THE DOMINION LANDS ACT

Approved by Order in Council, dated the 19th day of January, 1914, re-enacted by Order in Council dated the 1st of June, 1915, and amended by Orders in Council dated the 24th of May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd May, 1919, the 3rd December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 21st March, 1921, the 21st December, 1921, the 26th of April, 1922, and the 16th October, 1922.

DISTRIBUTED BY MINING LANDS BRANCH, DEPARTMENT OF THE INTERIOR, OTTAWA

Superseding Regulations printed in May, 1923
No amendments added

OTTAWA
F. A. ACLAND
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1924

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REGULATIONS

APPROVED BY THE MINISTER ON THE 7th DAY OF FEBRUARY, 1922, UNDER THE AUTHORITY CONTAINED IN THE FOURTH PARAGRAPH OF SECTION 29 OF THESE REGULATIONS, GOVERNING THE MANNER IN WHICH BORING OPERATIONS SHALL BE CONDUCTED AND THE MANNER IN WHICH WELLS SHALL BE OPERATED.

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(1) The lessee of a petroleum location upon which boring operations are being carried on, shall be required, under the regulations, to maintain through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate, and one of the copies thereof shall be at all times retained at the well, and shall be open to inspection by the Petroleum Engineer.

(2) The recorded owner of a petroleum location upon which operations are being conducted shall, upon receipt of a request from the Petroleum Engineer, cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at the interval depths required by the Petroleum Engineer. The samples, when taken, shall be accurately tabulated and preserved at the well until collected by or on behalf of the Petroleum Engineer. Bags in which to preserve the said samples and all equipment necessary for collecting the same shall be supplied to the operator by the Petroleum Engineer.

Regulations for the disposal of Petroleum and Natural Gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (b) of section 3 of the Dominion Lands Act, approved by Order in Council dated the 19th January, 1914, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd May, 1919, the 3rd December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922.

INTERPRETATION

"Minister" shall mean the Minister of the Interior of Canada.

"Adjoining" lands shall be those which are not separated by a section, or by any of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more of the locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"River" shall mean a stream of water the bed of which is of an average width of 150 feet throughout the portion thereof on which the tract applied for fronts.

1. The petroleum and natural gas rights which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, may be leased to applicants at a rental of fifty (50) cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar ($1) an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that during the term of the lease he has complied fully with the conditions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment.

Provided that a person who has been granted a lease for a location, and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided further, however, that such right shall not be granted unless all payments on account of rent or other liability to the Crown, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situated in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising

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the tract shall be adjoining, the length of the tract not to exceed three times its breadth. In unsurveyed territory, if at least one of the lines bounding the tract applied for has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on surveyed lands shall be filed by the applicant in person with the Agent of Dominion Lands for the district in which the rights applied for are situated, or with a sub-agent for such district for transmission to the agent, but priority of application shall be based upon the date of the receipt of such application in the office of the Agent of Dominion Lands for the district.

5. If the rights applied for are situated in unsurveyed territory, application for a lease shall be made by the applicant in person to the Agent of Dominion Lands for the district in which the rights applied for are situated, or to a sub-agent for such district, for transmission to the agent.

6. Application for a location situated in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some prominent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

The application shall be accompanied by evidence, supported by affidavit of the locator, to show that the following requirements have been fully complied with.

(*a*) That the location applied for has been defined on the ground by the locator in person by planting two wooden posts, at least four inches square, and standing not less than four feet above the ground—such posts being numbered "1" and "2," respectively. The distance between post No. "1" and post No. "2" shall not exceed 15,840 feet, and upon each post shall be inscribed the name of the locator and the date of the location. Upon post No. "1" there shall be written, in addition to the foregoing, the words "initial post," the approximate compass bearing of post No. "2" and a statement of the number of feet lying to the right and to the left of the line between post No. "1" and post No. "2." Thus—Initial post, direction of post No. "2".....feet lie to the right and .....feet to the left of the line, between post No. "1" and post No. "2."

When the tract which an applicant desires to lease has been located, he shall immediately mark the line between post No. "1" and post No. "2" so that it can be distinctly seen in a timbered locality, by blazing trees and cutting underbrush, and in a locality where there is neither timber nor underbrush he shall set posts of the above dimensions or erect mounds of earth or rock not less than two feet high and two feet in diameter at the base in such a manner that the line may be distinctly seen.

(*b*) All the particulars required to be inscribed on posts No. "1" and No. "2" shall be set out in the application and shall be accompanied by a plan showing the position of the tract in its relation to some prominent topographical feature or other known point, such plan to contain sufficient data to admit of the location being shown definitely on the records of the Department.

(*c*) The locator shall post a written or printed notice on a conspicuous part of the location applied for, setting out his intention to apply within thirty days from the date of such notice for a lease of the petroleum and natural gas rights under the said location.

(*d*) The application shall be accompanied by evidence, supported by the affidavit of the locator, in due form, to show that the above requirements of the regulations have been fully complied with.

7. Rescinded by Order in Council dated the 24th of May, 1915.

8. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated, or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the agent or sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the agent or sub-agent.

9. Where two or more persons lay claim to the same location, or to portions of the same location, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

10. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed shall be made to conform to the Dominion Lands System of Survey, if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions as nearly—as may be—the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed shall be subject to the withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

Provided, however, that upon such withdrawal being made from any location in good standing, the rental paid on the land so withdrawn, in whole or in part may, in the discretion of the Minister, be refunded to the lessee.

12. The rental for the first year of the location applied for at the rate of fifty (50) cents per acre per annum, shall accompany the application filed in the office of the Agent of Dominion Lands for the district in which the rights applied for are situated, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease, when issued, shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If, during the term of the lease, the lessee shall fail to pay rental in advance for each subsequent year at the rate of one dollar ($1.00) per acre per annum within thirty days after the date upon which the same became due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of the rights which the lessee had in the said lease.

13. Provided that, if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in writing, and if the lessee, before the end of the year in respect of which appli-

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cation was made, submits evidence to the Land Agent of the district in which the leasehold is situated, supported by affidavit, that during each year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance of rental due, with interest, will render the lease liable to cancellation, as hereinbefore provided.

14. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Minister may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Minister. Provided, however, that the Minister shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000.00).

15. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Minister, with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Minister, or if he ceases to carry on the same for a period of more that three months the lease shall be subject to cancellation in the discretion of the Minister, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000.00) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

16. The Minister may permit a lessee, who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected: Provided that such consolidation or grouping shall apply only to the second and third years of the term of the leases, and shall comprise only such leases as may at the time be included in such consolidation or grouping. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 14 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 15 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Minister.

17. The Minister may, in consideration of the expenditure to be incurred by a lessee in boring operations upon one or more of the locations included in a group, grant an extension of time within which to pay the rental for the second and third years of the term of the several leases so included, and upon receipt of the evidence required by section 13 of these regulations, he may deduct from the rental which became due at the beginning of the year in respect of the several locations grouped, the amount expended in actual boring operations on

one or more of the locations, exclusive of the cost of machinery and casing. The balance of the rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence or to pay the balance or the rental due, with interest, will render the several leases included in the group liable to cancellation.

18. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000) nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

19. The maximum area of the locations which may be included in one consolidation or group shall not exceed 20,000 acres, nor shall the locations so included be separated one from the other by a greater distance than two miles. (Amended by Order in Council 26th April, 1922.)

20. The Minister may, upon application, grant a lessee during the second and third years of the term of the lease an extension of time within which to pay the rental and to install the prescribed machinery and equipment, and within which to commence actual boring operations upon the location, or upon a group of locations consolidated under the provisions of these regulations: Provided that evidence to the satisfaction of the Minister is furnished to show that an expenditure equal to that prescribed by these regulations in respect of boring operations, is to be incurred in some other acceptable and necessary form of preliminary development, having for its object the discovery of petroleum or natural gas, by which the interests of the district in which the locations are situated might be materially benefited. Upon receipt of evidence on or before the termination of the year, supported by affidavit and duly corroborated, that such expenditure has been incurred, and that the work done was of a character beneficial to the district, the Minister may deduct the amount of such expenditure from the amount due on account of the rental of the location or locations affected, in the manner prescribed in section 13 of these regulations. In case evidence is not furnished or if furnished is not acceptable to the Minister, the leases shall be subject to immediate cancellation in the discretion of the Minister.

In case an extension of time is granted during the second and third years of the term of a lease within which to install machinery and commence boring operations on any location under the grouping provisions of these regulations, then the provisions of sections 14 and 15 of the regulations shall apply to the fourth year of the term of the lease of such location.

20a. If the expenditure incurred in boring operations on a location or on a number of locations, grouped under the provisions of these regulations, has been accepted in satisfaction of the rental of such locations or group for the second and third years of the term of the lease or of the leases affected, as provided for in sections 13, 17 or 20 of these regulations, the Minister may, in consideration of the further expenditure to be incurred in actual boring operations for the discovery of petroleum or natural gas, grant the lessee an extension of time within which to pay the rental for the fourth and for the fifth years, respectively, of such term, and if the lessee, before the end of the year for which the extension was granted, submits satisfactory evidence, supported by affidavit, to show that during such year actual boring operations have been prosecuted with reasonable diligence upon the location or upon the group of locations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may, in the discretion of the Minister, be deducted from the rental which became due at the beginning of the said year, provided that petroleum and natural gas in paying quantity has not, in the opinion of the Minister, been discovered on the location or on the group of locations affected by such extension.

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Upon receipt of evidence to the satisfaction of the Minister that a lessee has incurred during the term of the lease expenditures in boring operations on, or in the preliminary development of, a location or locations acquired under these regulations, greater than the amount which may be accepted in satisfaction of the rentals of the location or locations affected, without having discovered oil in commercial quantity, the Minister may place to the credit of the lessee such portion of the excess expenditures shown to have been incurred as he may consider advisable, and may apply such credit or such portion thereof as he may decide to the payment of the rentals of petroleum and natural gas locations acquired under these regulations, standing recorded in the name of such lessee, upon which oil has not been found; subject to the condition, however, that the lessee shall continue to prosecute active boring operations to an extent proportionate, in the opinion of the Minister, to the credit to be established and to the satisfaction of the Minister; and subject also to the condition that as soon as the Minister shall decide that oil in commercial quantity has been discovered on a location or group of locations, no further payment of the rentals of such locations shall be made from the credit so established. If the lessee fails to continue and to actively prosecute the additional prospecting operations in the manner prescribed, the credit so established shall be subject to reduction or withdrawal, in the discretion of the Minister.

21. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon, without the permission of the Minister being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

22. In case the surface rights of a petroleum and natural gas location have been patented, or have been disposed of by the Crown under any Act or regulation which contemplates the earning of patent for such surface rights, and the lessee of the petroleum and natural gas rights cannot make an arrangement with the owner of such surface rights, or with his agent, or the occupant thereof, for entry upon the location, or for the acquisition of such interest in the surface rights as may be necessary for the efficient and economical operation of the rights acquired under his lease, he may, provided the mineral rights in the land affected with access thereto and the right to use and occupy such portion of the land as may be necessary for the effectual working of the minerals therein have been reserved to the Crown in the original grant of the surface rights, apply to the Minister for permission to submit the matter in dispute to arbitration. Upon receiving such permission in writing, it shall be lawful for the lessee to give notice to the owner, or his agent, or the occupant, to appoint an arbitrator within a period of sixty days from the date of such notice, to act with another arbitrator named by the lessee, in order to determine what portion of the surface rights the lessee may reasonably acquire:—

(*a*) For the efficient and economical operation of the rights and privileges granted him under his lease;

(*b*) The exact position thereof, and

(*c*) The amount of compensation to which the owner or occupant shall be entitled.

23. The notice mentioned in this section shall be according to a form to be obtained upon application to the Agent of Dominion Lands for the district in which the land in question is situated, and shall, when practicable, be personally served on the owner of such land, or his agent, if known, or the occupant thereof, and after reasonable efforts have been made to effect personal service without success, then such notice shall be served by leaving it at or sending it by registered mail to the last known place of abode or address of the owner, agent

or occupant, and by posting a copy of the same in the office of the Agent of Dominion Lands for the district in which the land in question is situate. Such notice shall be ten days if the owner, or his agent, resides in the district in which the land is situate; if out of the district and if in the province or territory, twenty days, and if out of the province or territory, thirty days, before the expiration of the time limited in such notice. If the owner, or his agent, or the occupant of the land refuses or declines to appoint an arbitrator, or when, for any reason, no arbitrator is so appointed in the time limited therefor in the notice provided for by this section, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith, on being satisfied by affidavit that such notice has come to the knowledge of such owner, agent or occupant, or that such owner, agent, or occupant, wilfully evades the service of such notice, or cannot be found, and that reasonable efforts have been made to effect such service, and that the notice was left at the last place of abode or known address of such owner, agent or occupant, as above provided, appoint an arbitrator on his behalf.

24. In case the two arbitrators cannot agree upon the award to be made they may, within a period of ten days from the date of the appointment of the second arbitrator, select a third arbitrator, and when such two arbitrators cannot agree upon a third arbitrator, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith select such third arbitrator.

25. All the arbitrators appointed under the authority of these regulations shall be sworn before a justice of the peace to the impartial discharge of the duties assigned to them, and after due consideration of the rights of the owner and the needs of the lessee they shall decide as to the particular portion of the surface rights which the latter may reasonably acquire for the efficient and economical operation of the rights and privileges granted him under his lease, the area thereof, and the amount of compensation therefor to which the owner or occupant shall be entitled.

26. In making such valuation the arbitrators shall determine the value of the land irrespective of any enhancement thereof from the existence of minerals thereunder.

27. The award of any two such arbitrators made in writing shall be final, and shall be filed with the Agent of Dominion Lands for the district in which the land is situate, within twenty days from the date of the appointment of the last arbitrator. Upon the order of the Minister the award of the arbitrators shall immediately be carried into effect.

28. The arbitrators shall be entitled to be paid a per diem allowance of five dollars ($5) together with their necessary travelling and living expenses, while engaged in the arbitration, and the cost of such arbitration shall be in the discretion of the arbitrators.

29. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should salt water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Minister,

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close the well at such depth as may prevent such water from gaining access to the oil-bearing formation.

The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Minister may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Minister.

29a. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Minister may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Crown in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Minister may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall, before commencing boring operations on a location acquired under the provisions of the regulations, notify the Minister in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

1. The particular point on the location at which operations are to be conducted.
2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Minister.
3. The size and weight of casing to be used.
4. The kind of drilling rig to be employed.
5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee to so notify the Minister of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick or other operating structure therefrom, and before removing any part of the casing from the well, notify the Minister in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Minister, or from such officer as the Minister may

designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well—if he has not already done so—and submit a declaration containing the following information:—

1. The approximate date upon which the proposed abandonment or removal shall begin.
2. The quantity and size of casing in the well.
3. The quantity and size of casing proposed to be removed.
4. The depth at which water was encountered.
5. The manner in which water has been or will be effectively shut off.
6. The depth at which natural gas was encountered.
7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

30. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Crown, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

31. The lease shall in all cases include only the oil and natural gas, the property of the Crown, in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar ($1) an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Minister may consider necessary for the efficient and economical working of the rights granted him. (Order in Council 21st March, 1921.)

32. Rescinded by an amendment to the Dominion Lands Act assented to on the 12th of June, 1914, Chap. 27, 4-5 George V.

33. If it is not established to the satisfaction of the Minister that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Minister.

34. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described in the lease, except in accordance with regulations duly approved by the Minister. (Order in Council 26th April, 1922.)

35. A fee of five dollars ($5) shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

36. The lease shall be in such form as may be determined by the Minister of the Interior, in accordance with the provisions of these regulations.

37. The lessee shall not assign, transfer or sublet the rights described in his lease or any part thereof, without the consent in writing of the Minister being first had and obtained.

38. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Crown of such royalty thereon as may from time to time be fixed by the Governor in Council, the royalty to be collected in such manner as may be specified by the Minister. (Order in Council 3rd December, 1919.)

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39. A royalty at such rate as may from time to time be specified by Order in Council may be levied and collected on the natural gas products of the leasehold. For a period of five years after the date upon which the Minister of the Interior may decide that oil in commercial quantity has been discovered on lands acquired under the provisions of these regulations, the royalty to be collected by the Crown shall not exceed five per cent of the output or five per cent of the sales of the products of locations so acquired, as may be decided by the Minister, nor shall it be less than two and one-half per cent of such sales during that period. For a further period thereafter of five years, the royalty to be collected shall not exceed ten per cent of the sales of the products of locations, nor shall it be less than five per cent of the sales during that period; and thereafter the royalty shall be ten per cent of the sales of the products of locations acquired under the provisions of these regulations. (Order in Council 29th October, 1920.)

40. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions. (Order in Council 29th January, 1920.)

41. The Minister may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the produce thereof, had possession, and control of the location and of the building, works, machinery and plant not been assumed.

42. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Minister, so long as the said wells continue to yield oil in remunerative quantity.

43. At the end of each year of the term of the lease the lessee shall furnish a statement, supported by affidavit, showing the number of days during the year that operations were carried on upon the location; the number of men so employed; the character of the work done; the depth attained; the total expenditure incurred; a detailed statement setting out fully the purpose for which such expenditure was incurred; the quantity of crude oil or natural gas obtained; and the amount realized from the sale thereof. Failure to furnish such yearly return will render the lessee subject to a fine of ten dollars ($10) a day for each day's delay in furnishing the sworn statement, and after three months' delay the lease shall be subject to cancellation.

44. In the tract of three and one-half (3½) million acres of land in the Peace River district of British Columbia, described in subsection (*b*) of section three of the Dominion Lands Act, every homestead entry and every lease of natural resources in or on Dominion lands shall be made subject to the right of the province to take for road purposes, without compensation, such land as may be required, not exceeding five per cent of the total area, provided the value of any improvements found in the parcel required for road purposes shall be paid for by the province, in accordance with its Act, Chapter 28 of the Statutes of

British Columbia, 1917, and any amendment thereto. Provided that this right shall not be held to apply to lands included in a Dominion Park. (Order in Council 3rd May, 1919.)

45. When a petroleum and natural gas lease, issued under the provisions of these regulations, is cancelled in the records of the Department of the Interior, the rights described in such lease shall not again become available for application under the regulations, but shall be reserved to the Crown for disposal by public auction, after notice has been duly posted in the office of the mining recorder for the district in which the lands are situated, and such other notice given as the Minister of the Interior may direct.

If any person subsequently submits to the mining recorder a request in writing that the oil and gas rights formerly included in the cancelled lease be again made available, and expresses his willingness to pay a bonus in addition to the prescribed rental of such rights, notice may be posted for a period of thirty days in the office of the mining recorder, and such other notice given as the Minister may direct, that the available rights for which application has been made will be disposed of at public auction in the office of the mining recorder at an hour and on a date to be mentioned in the notice, and the procedure shall be that prescribed by the Minister.

The auction shall be conducted by the mining recorder or by such person as he may designate, and the highest or any bid need not necessarily be accepted. The person whose tender may be accepted shall immediately deposit with the mining recorder the amount of the bonus offered, together with the prescribed fee and the rental for the first year of the location applied for. If the location is situated in surveyed territory, he shall immediately file with the mining recorder an application for a lease of the rights in question, prepared in duplicate, and if the location is situated in unsurveyed territory, he shall be given such period as the mining recorder may determine to stake out and make application for such location in the manner prescribed in the regulations. The amount of the bonus paid shall be endorsed on both copies of the form of application. (Order in Council, 24th March, 1921.)

Provided that if at any time prior to the posting of notice of the disposal at public auction of the rights described in a cancelled petroleum and natural gas lease, the person in whose name such lease stood recorded on the date of cancellation, applies to the mining recorder for the district for reinstatement in the rights which he formerly had to such lease, and tenders the full amount of the rental which should have been paid to maintain the same in good standing, with interest, such person may be reinstated in the right which he formerly had to the lease, if the rights sought to be re-acquired are still available for disposal.

If, however, notice has been posted in accordance with the regulations of the disposal at public auction of the rights included in such cancelled lease, the application made for reinstatement shall be accompanied by the full amount of the rental which should have been paid to maintain such lease in good standing, with interest, which payment shall be retained and treated as a reserved bid when the auction is held, and shall be announced as such by the auctioneer at the opening of the sale. In case such applicant is unsuccessful in obtaining reinstatement in the right which he formerly had, the amount thus tendered may then be refunded. (Order in Council, 16th October, 1922.)

46. Any person who is eligible to acquire a lease under these regulations may personally submit to the mining recorder for the district in which the lands affected lie a statement in writing that to his certain knowledge the requirements of the regulations, as specified in such statement, are not being complied with in connection with any petroleum and natural gas lease of more than eighteen months' standing, and may also submit with such statement, an application for the cancellation of the lease owing to the defaults enumerated.

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Upon receipt of an application for the cancellation of a lease notice in writing will be sent to the last known address of the lessee, advising him of the defaults complained of and giving him a period of sixty days from the date of notification within which to remedy the same, or to show cause why the lease should not be cancelled for failure to do so.

In the event of the cancellation of a lease, as a direct result of the statements made and the application for cancellation submitted, the person who made application for cancellation will for a period of thirty days have the first right to obtain a lease of the rights affected under the provisions of these regulations, but without public auction. (Order in Council, 26th April, 1922.)

FOREST RESERVES

By an Order in Council dated the 29th October, 1920, the foregoing regulations, established by Order in Council dated the 19th January, 1914, as amended by subsequent Orders in Council, were extended and made to apply to lands comprising Dominion forest reserves, as constituted by the Dominion Forest Reserves and Parks Act, assented to on the 19th May, 1911, and amendments thereto, with the exception of such portions of the said reserves as have been proclaimed Dominion parks, and subject to the following special conditions, reservations and restrictions:—

1. The petroleum and natural gas rights, the property of the Crown, in the forest reserves above mentioned, may be acquired under and in accordance with the provisions of the regulations above referred to, excepting that the maximum area located or staked as hereinafter provided may be double the area provided in the above regulations, that is, three thousand eight hundred and forty acres. The claim so located or staked shall be rectangular in shape, except where the boundary of a previously located tract or the boundary of a forest reserve is adopted as a common boundary and the length thereof shall not exceed six miles, nor shall it exceed six times the breadth;

2. The area so located or staked shall be divided into two parts, each of rectangular shape, except as already provided, of equal area as nearly as may be, one of which shall be reserved to the Crown, and the locator shall furnish the information and evidence of locating and staking required by section 6 of the regulations aforesaid in respect of the claim as originally staked, and he shall state which half he desires to lease and which half is to be reserved for the Crown. The location to be applied for and the location to be reserved shall be marked on the ground in the manner prescribed by section 6 aforesaid;

3. The applicant shall submit with his application a statement supported by affidavit that from surface indications visible, and from geological information available, the tract selected by him as a Crown reservation is as favourable in all respects for the discovery of petroleum as that which he has applied to lease for that purpose. Any attempt to defraud the Crown by making a false declaration as to the relative value for petroleum purposes of the location applied for and that selected for the Crown may, in the discretion of the Minister, be punished by cancellation of the lease issued or the withdrawal therefrom of a portion of the tract so leased;

4. On the posts marking the locations the locator shall place the inscriptions required by section 6, and in addition he shall place on the posts marking the location to be reserved to the Crown, the words "Crown Reserve," and shall post on the location selected for the Crown a written or printed notice setting out that it is a Crown reservation.

5. In unsurveyed territory the location shall be staked along its greatest dimension, and the bearing of the location line shall be given in degrees and minutes;

6. The locator shall submit with his application a plan in duplicate, drawn to a scale, showing the position of the location as staked on the ground, the manner in which it has been divided, the position of the half he desires to lease, and the half to be reserved for the Crown. The plan shall contain sufficient data to admit of the position of these locations being shown in their proper position on the records of the department. Unless definite information is furnished as to the exact position of the location so staked the application for a lease will not be considered;

7. In case the lands affected are surveyed lands within the meaning of the Petroleum and Natural Gas Regulations staking shall not be necessary, but the location shall be described by legal subdivisions, or regular portions thereof, section, township and range, comprising a definite description of the location applied for and of the location to be reserved to the Crown;

8. The minimum area of a location which may be acquired by lease under the provisions of these regulations shall be eighty acres, but in the case of a location of less than eighty acres, where the petroleum and natural gas rights adjoining it are not available, application for a less area, one-half of which shall be reserved to the Crown, may be granted;

9. If the lease issued to an applicant under the provisions of these regulations is relinquished or cancelled, the location so leased, as well as the reservation created in connection therewith, may, if the Minister so determines, again be open to application under the provisions of these regulations. (Amended by Order in Council 24th March, 1921.)

10. If, for any reason, it is considered necessary or advisable to have a survey made of any location or locations applied for or leased under these regulations, owing to an alleged conflict of locations, or in order to determine the exact position of such location or locations, or in order to settle any dispute which may arise respecting the same or respecting any location or locations reserved for the Crown, the Minister may direct that such a survey be made by a Dominion Lands Surveyor under proper instructions, and may require payment in advance of the costs of such survey to be made by the applicant for or the recorded owner of the location or locations to be surveyed in whole or in part, or the Minister may require such portion of the payment of the costs as may seem to him just. Failure on the part of the applicant or lessee to make such payment in advance, when called upon to do so by the proper officer of the department, shall render the application or lease subject to immediate cancellation in the discretion of the Minister;

11. Application for a lease of any surface rights within forest reserves required for the efficient operation of the rights which may be acquired under the provisions of these regulations shall be made to the Director of Forestry, or to the officer in charge of the reserve affected. The occupancy of land in a forest reserve shall be under the supervision of the officer in charge thereof;

12. The lessee shall do no unnecessary damage to timber, and shall carefully observe the provisions of the regulations relating to forest reserves, which may be made from time to time;

13. No trees on the reserve shall be cut by the lessee or on his behalf without the permission of the Director of Forestry, and when any trees are cut by him he shall carefully clear the ground of all tops and branches and other débris of such cutting, and shall so dispose of them as to prevent danger from fire, in accordance with the instructions of the officer in charge of the reserve. If in order to so dispose of such débris it is necessary to burn it, the lessee shall

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give due notice of his intention so to do to the officer in charge of the reserve, and before he proceeds to burn such débris shall obtain the consent of such officer; and shall comply with all the conditions imposed by such officer in regard to such burning;

14. The lessee shall cause to be cleared of combustible material such area around any mill or other works constructed or operated by him as may be determined by the forest officer to be necessary, and if in the opinion of the forest officer it is necessary and practicable, the lessee shall construct and maintain a ploughed fire-guard around such area;

15. Every engine operated by the power of steam that is used by the lessee shall be provided with and have in use all the most approved and efficient appliances to prevent the escape of fire from the furnace or ash-pan or from the smoke-stack of such engine, including a spark-arrester in connection with the smoke-stack, which appliances shall be kept properly fitted and in a proper state of repair, and it shall be the duty of every engineer in charge of such engine to use all necessary means and appliances to prevent the escape of fire;

16. The machinery and equipment which the lessee shall be required to install on the location as provided in section 14 of the regulations, shall include a portable fire-engine and equipment, to be maintained in a state of efficiency for immediate use to the satisfaction of the forest officer, together with a reserve of water sufficient for the use of such engine in case of fire;

17. These regulations shall come into force on the sixth day of December, 1920, at the hour of nine o'clock in the forenoon.

SCHEDULE OF FEES AND RENTAL CHARGED UNDER PETROLEUM AND NATURAL GAS REGULATIONS

Application fee	$ 5 00
Rental, first year, per acre	50
Rental, each year after first year, per acre	1 00
Rental, lease from Crown of surface rights, per acre	1 00
Registration of assignment	3 00
Registration of assignment of more than one lease, for each additional lease	50
Registration of assignment of divided portion of a location and issue of new lease	25 00

MAXIMUM AND MINIMUM AREAS UNDER PETROLEUM AND NATURAL GAS REGULATIONS

Maximum area which may be acquired by location	1,920 acres
Minimum area which may be acquired by location	20 acres
In Forest Reserves, maximum area, one-half of which shall form Crown Reserve	3,840 acres
In Forest Reserves, minimum area, one-half of which shall form Crown Reserve	80 acres
When area of location is reduced under Section 30 minimum area shall be	40 acres
Minimum area of divided portion of a location which may be assigned	5 acres

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~~ADDITIONAL REGULATIONS ESTABLISHED UNDER THE AUTHORITY OF SECTION 29 OF THE PETROLEUM AND NATURAL GAS REGULATIONS~~

Operation and development

Section 29 of the regulations for the disposal of petroleum and natural gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, and within a portion of the Province of British Columbia, approved by Order in Council dated the 19th of January, 1914, and amended by subsequent Orders in Council, provides that the Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which wells shall be operated.

As additional regulations governing the manner in which boring operations shall be conducted, and the manner in which wells shall be drilled on lands acquired under the provisions of the Petroleum and Natural Gas Regulations, above referred to, would appear to be necessary, I, Charles Stewart, Minister of the Interior, by virtue of the authority vested in me by the above Order in Council, hereby enact the following additional regulations:-

(1) A lessee or operator of a petroleum and natural gas location upon which boring operations are being conducted shall be required, under the regulations, to maintain, through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate and one of the copies thereof shall be, at all times, retained at the well, and shall be open to inspection by the Supervisory Engineer or any duly authorized officer of the Department. In addition, the lessee or operator shall furnish a duplicate copy thereof to the Supervisory Engineer on the form provided for that purpose, or on the company's form, provided it is acceptable to the Department. Such daily reports to be forwarded to the Supervisory Engineer or to an officer acting for him, at the end of each and every week during the course of operations upon the location.

(2) The recorded owner or operator of a petroleum and natural gas location upon which drilling operations are being conducted, shall cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at interval depths of ten feet, or at lesser intervals if required, which samples shall be washed, accurately tabulated and forwarded as requested, to the Supervisory Engineer at Calgary. Bags in which to forward samples and all necessary equipment for collecting the same shall be supplied to the operator by the Department.

In the case of wells where drilling methods resulting in the recovery of cores are employed, the recorded owner,

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or operator shall cause samples to be taken of the drillings carried up by the flush water, at similar prescribed intervals, and shall keep and preserve all cores obtained, in properly constructed and marked core boxes, which will be furnished by the Supervisory Engineer upon application, and such cores shall be available for inspection and examination by the Supervisory Engineer or any officer acting for him. Such cores shall only be broken up for detailed geological examination in the lessee's laboratory, provided the Supervisory Engineer is furnished with a full report of such examination. The final disposal of cores to be at the discretion of the Supervisory Engineer.

(3) If the lessee of a petroleum and natural gas location, acquired under the regulations, upon which boring operations are being conducted by him or on his behalf, encounters in such operations a flow of oil, gas or water in the well, he shall immediately notify the Supervisory Engineer, or an Officer acting for him, of the character, extent and quantity of such flow, ~~as required by Section 5 of the form of lease.~~

(4) It shall be the duty of any lessee or operator of a location producing, or reasonably presumed to contain petroleum or natural gas, upon which a well has been or may be drilled, to properly case such well or wells, with suitable metal casing, in accordance with methods duly approved by the Supervisory Engineer, and to use every effort and endeavor in accordance with the most approved methods to effectively shut off water overlying or underlying the oil or gas bearing strata, and to test the efficiency of such shut off, and to effectually prevent any water from penetrating such oil or gas bearing strata.

No well shall be drilled through or below any oil, gas or water stratum, without sealing off such stratum, or the contents thereof, after passing through the sand either by the mud laden fluid process, or by casing, or by cement, or by packers, regardless of the volume or thickness of said sand, unless authorised so to do by the Supervisory Engineer.

Whenever, during drilling or production, water makes its appearance in an oil or gas well, the lessee or operator shall at once notify the Supervisory Engineer, with as full details as are available, and shall take and preserve in a clean and enclosed vessel, a quantity of not less than one gallon of water to be placed at the disposal of the Supervisory Engineer for analysis, should the latter so determine, and shall, if so required, afford such facilities as may be necessary for sampling the water by the Supervisory Engineer, or other officer appointed by him.

When it appears to the Supervisory Engineer that any water is penetrating oil or gas bearing strata, he may order a test of water shut off, and designate a day upon which the same shall be made: such order shall be in writing, and shall be served upon the owner or operator of said well at least five days prior to the day designated

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in said order as the day upon which said shut off test shall be made.

Upon receipt of such order it shall be the duty of the lessee or operator to make said tests in the manner and at the time prescribed in said order.

(5) It shall be the duty of the owner or operator of any well referred to in these regulations to notify the Supervisory Engineer, or an officer named by the Minister, of the time at which the owner or operator shall test the shut off of water in any such well. Such notice shall be received by the Supervisory Engineer or such officer at least five days before the test is made. The Supervisory Engineer, or an officer acting for him, shall be present at such test, and shall submit a report, in writing, of the result, to the Minister, a duplicate copy of which shall be sent to the owner or operator. If any test shall be unsatisfactory to the Supervisory Engineer he shall so notify the owner or operator in said report, and shall, within five days after the completion of such test, order additional tests of such work as he deems necessary to properly shut off the water in such well, and in such order shall designate a day upon which the owner or operator shall again test the shut off of water in such well, which day may, upon the application of the owner, be changed from time to time, in the discretion of the Supervisory Engineer.

(6) It shall be the duty of the lessee or operator engaged in drilling a well on a petroleum and natural gas location, to keep a careful and accurate log of the well so drilled, such log to show the character and depth of the formation passed through or encountered in the drilling of such well, and particularly to show the depth and thickness of the water-bearing strata, the level to which the water rises in the well, together with the amount and character of the water encountered from time to time (so far as ascertained) and to show at what point such water was shut off, if at all, and if not, to so state in such log, and show completely the amounts, kinds, and size of casing used, and to show the depth at which oil or gas-bearing strata were encountered, the thickness of the productive horizon, with the amounts of production in each case. In addition, the depth and character of strata and whether all the water overlying or underlying any such oil-bearing stratum was successfully and permanently shut off, so as to prevent percolation or penetration into any oil or gas-bearing stratum. Such log shall be kept in the office of the owner or operator and shall be, at all times open to the inspection of the Minister, or of any officer named by him. Upon the completion of any well, or upon the suspension of operations upon any well for a period of thirty days, a copy of the said log, in duplicate, and in such form as the Minister shall direct, shall be filed within ten days after such completion, or after the expiration of the thirty-day period, with the Supervisory Engineer and a like copy shall be filed upon the completion of any additional work in the deepening of any such well.

(7) Whenever natural gas in commercial quantities or a gas-bearing stratum known to contain natural gas in

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such quantity, is encountered in any well drilled for oil or natural gas under these regulations, such gas shall be confined to its original stratum until such time as the same can be produced and utilized without waste, and all such strata shall be adequately protected from infiltrating waters.

(8) During the drilling of a well in any field where it is not known that high pressure does not exist, the casing in the well shall be so anchored and provided with a proper control head, that immediately upon encountering high pressure gas, oil or water, the flow can be effectively controlled and shut in.

(9) In all proven or well-defined oil or gas fields, or where it can reasonably be expected that oil or gas in commercial quantities will be encountered, adequate preparation shall be made for the conservation of oil and gas before "drilling-in" a well, and the oil or gas horizons shall not be penetrated until proper equipment, as approved by the Supervisory Engineer, shall have been provided.

(10) The recorded owner of a petroleum and natural gas location shall not allow a well drilled on such location to be shot, until the Supervisory Engineer has been notified in writing of such contemplated action, and his consent obtained, and such shooting shall be so conducted as to prevent the access of water or other foreign substance which might prove injurious to the oil or gas sands. The recorded owner of the location shall submit to the Supervisory Engineer a report, on a form to be obtained from the Supervisory Engineer, on all wells shot, showing the condition of the well before and after shooting, including the size of the shot, sand or sands shot, production before and after shooting, and percentage of water in the well before and after shooting. In case irreparable injury is done to the well by shooting, it shall immediately be plugged and abandoned, to the satisfaction of the Supervisory Engineer.

This clause shall be understood to cover the use of any explosive in or at a bore-hole regardless of quantity or purpose.

(11) The recorded owner of a petroleum and natural gas location shall, between the first and tenth of each calendar month, or at such times as the Superintendent may direct, take a gauge of the volume and rock pressure of all wells producing gas in the manner prescribed by the Superintendent, and shall forward the same to the Supervisory Engineer on gauge blanks to be supplied by him.

(12) When gas from any well is being used, the flow of production thereof shall be restricted to forty per cent of the potential capacity of the well, as shown by the last monthly gauge, provided that the Superintendent may, in his discretion, allow such additional percentage to be used as he

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may deem expedient.

(13) If production of oil or gas is being obtained from any well, or wells, on a location required under the regulations, it shall be the duty of the recorded owner of such location to file with the Supervisory Engineer, on request, on form to be obtained from the Supervisory Engineer, but not oftener than once a month, a statement showing:

(a) The quantity of oil or gas produced from each well during the period indicated in such statement.

(b) The specific gravity of such oil or gas.

(c) The quantity of water produced from each well, estimated by methods approved by the Minister.

(d) The number of days during which oil or gas was produced from each well.

(e) The number of wells on the location being drilled, producing, idle or abandoned.

(14) When natural gas from any well drilled, or that may be drilled under the regulations, contains natural gasoline or casinghead gasoline, such natural gas shall be conserved and such natural gasoline shall be subject to the same regulations as are applied to oil, within the meaning of the Petroleum Regulations, provided that when such natural gas is produced with oil or water, such natural gas shall be efficiently separated from the oil, natural gasoline or water.

The method of separation as well as the type and size of such separators as may be used shall be subject to the approval of the Supervisory Engineer, and the gasoline content of any casinghead gas shall be determined by such method and in such manner as he may direct.

The Supervisory Engineer, or any officer acting for him, may direct that a test be made of the gasoline content of any natural gas, and if a natural gasoline should be present in paying quantity, the [illegible] may direct that such natural gasoline shall be separated, conserved and utilized as provided in the regulations.

(15) Any decision of the Supervisory Engineer, or other officer of the Department, made under any of the provisions of these regulations, shall be subject to an appeal to the [illegible]

(sgd). Chas. Stewart

Minister of the Interior.

Dated this eighteenth day of October. 1926.

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DEPARTMENT OF THE INTERIOR, CANADA

MINING LANDS BRANCH

REGULATIONS

FOR THE DISPOSAL OF

PETROLEUM AND NATURAL GAS RIGHTS

ON DOMINION LANDS,
THE PROPERTY OF THE CROWN

Printed in November, 1926, superseding Regulations printed in July, 1926

OTTAWA
F. A. ACLAND
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1926

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Regulations for the disposal of Petroleum and Natural Gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, approved by Order in Council dated the 19th January, 1914, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd May, 1919, the 3rd December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922.

INTERPRETATION

"Minister" shall mean the Minister of the Interior of Canada.

"Adjoining" lands shall be those which are not separated by a section, or by any of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more of the locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"River" shall mean a stream of water the bed of which is of an average width of 150 feet throughout the portion thereof on which the tract applied for fronts.

1. The petroleum and natural gas rights which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, may be leased to applicants at a rental of fifty (50) cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar ($1.00) an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that during the term of the lease he has complied fully with the conditions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment.

Provided that a person who has been granted a lease for a location, and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided further, however, that such right shall not be granted unless all payments on account of rent or other liability to the Crown, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situated in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the

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tract shall be adjoining, the length of the tract not to exceed three times its breadth. In unsurveyed territory, if at least one of the lines bounding the tract applied for has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on surveyed lands shall be filed by the applicant in person with the Agent of Dominion Lands for the district in which the rights applied for are situated, or with a sub-agent for such district for transmission to the agent, but priority of application shall be based upon the date of the receipt of such application in the office of the Agent of Dominion Lands for the district.

5. If the rights applied for are situated in unsurveyed territory, application for a lease shall be made by the applicant in person to the Agent of Dominion Lands for the district in which the rights applied for are situated, or to a sub-agent for such district, for transmission to the agent.

6. Application for a location situated in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some prominent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

The application shall be accompanied by evidence, supported by affidavit of the locator, to show that the following requirements have been fully complied with:—

(*a*) That the location applied for has been defined on the ground by the locator in person by planting two wooden posts, at least four inches square, and standing not less than four feet above the ground—such posts being numbered "1" and "2" respectively. The distance between post No. "1" and post No. "2" shall not exceed 15,840 feet, and upon each post shall be inscribed the name of the locator and the date of the location. Upon post No. "1" there shall be written, in addition to the foregoing, the words "initial post," the approximate compass bearing of post No. "2" and a statement of the number of feet lying to the right and to the left of the line between post No. "1" and post No. "2." Thus—Initial post, direction of post No. "2".....feet lie to the right and .....feet to the left of the line, between post No. "1" and post No. "2."

When the tract which an applicant desires to lease has been located, he shall immediately mark the line between post No. "1" and post No. "2" so that it can be distinctly seen in a timbered locality, by blazing trees and cutting underbrush, and in a locality where there is neither timber nor underbrush he shall set posts of the above dimensions or erect mounds of earth or rock not less than two feet high and two feet in diameter at the base in such a manner that the line may be distinctly seen.

(*b*) All the particulars required to be inscribed on posts No. "1" and No. "2" shall be set out in the application and shall be accompanied by a plan showing the position of the tract in its relation to some prominent topographical feature or other known point, such plan to contain sufficient data to admit of the location being shown definitely on the records of the Department.

(*c*) The locator shall post a written or printed notice on a conspicuous part of the location applied for, setting out his intention to apply within thirty days from the date of such notice for a lease of the petroleum and natural gas rights under the said location.

(*d*) The application shall be accompanied by evidence, supported by the affidavit of the locator, in due form, to show that the above requirements of the regulations have been fully complied with.

7. Rescinded by Order in Council dated the 24th of May, 1915.

8. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the agent or sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the agent or sub-agent.

9. Where two or more persons lay claim to the same location, or to portions of the same location, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

10. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed shall be made to conform to the Dominion Lands System of Survey, if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions as nearly—as may be—the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed shall be subject to the withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

Provided, however, that upon such withdrawal being made from any location in good standing, the rental paid on the land so withdrawn, in whole or in part, may, in the discretion of the Minister, be refunded to the lessee.

12. The rental for the first year of the location applied for at the rate of fifty (50) cents per acre per annum, shall accompany the application filed in the office of the Agent of Dominion Lands for the district in which the rights applied for are situated, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease, when issued, shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If, during the term of the lease, the lessee shall fail to pay rental in advance for each subsequent year at the rate of one dollar ($1) per acre per annum within thirty days after the date upon which the same became due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of the rights which the lessee had in the said lease.

13. Provided that, if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in

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writing, and if the lessee, before the end of the year in respect of which application was made, submits evidence to the Land Agent of the district in which the leasehold is situated, supported by affidavit, that during such year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance of rental due, with interest, will render the lease liable to cancellation, as hereinbefore provided.

14. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Minister may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Minister. Provided, however, that the Minister shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

15. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Minister, with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Minister, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Minister, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

16. The Minister may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected: Provided that such consolidation or grouping shall apply only to the second and third years of the term of the leases, and shall comprise only such leases as may at the time be included in such consolidation or grouping. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 14 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 15 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Minister.

17. The Minister may, in consideration of the expenditure to be incurred by a lessee in boring operations upon one or more of the locations included in a group, grant an extension of time within which to pay the rental for the second and third years of the term of the several leases so included, and upon receipt

of the evidence required by section 13 of these regulations, he may deduct from the rental which became due at the beginning of the year in respect of the several locations grouped, the amount expended in actual boring operations on one or more of the locations, exclusive of the cost of machinery and casing. The balance of the rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence or to pay the balance or the rental due, with interest, will render the several leases included in the group liable to cancellation.

18. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

19. The maximum area of the locations which may be included in one consolidation or group shall not exceed 20,000 acres, nor shall the locations so included be separated one from the other by a greater distance than two miles. (Amended by Order in Council 26th April, 1922.)

20. The Minister may, upon application, grant a lessee during the second and third years of the term of the lease an extension of time within which to pay the rental and to install the prescribed machinery and equipment, and within which to commence actual boring operations upon the location, or upon a group of locations consolidated under the provisions of these regulations: Provided that evidence to the satisfaction of the Minister is furnished to show that an expenditure equal to that prescribed by these regulations in respect of boring operations, is to be incurred in some other acceptable and necessary form of preliminary development, having for its object the discovery of petroleum or natural gas, by which the interests of the district in which the locations are situated might be materially benefited. Upon receipt of evidence on or before the termination of the year, supported by affidavit and duly corroborated, that such expenditure has been incurred, and that the work done was of a character beneficial to the district, the Minister may deduct the amount of such expenditure from the amount due on account of the rental of the location or locations affected, in the manner prescribed in section 13 of these regulations. In case evidence is not furnished or if furnished is not acceptable to the Minister, the leases shall be subject to immediate cancellation in the discretion of the Minister.

In case an extension of time is granted during the second and third years of the term of a lease within which to install machinery and commence boring operations on any location under the grouping provisions of these regulations, then the provisions of sections 14 and 15 of the regulations shall apply to the fourth year of the term of the lease of such location.

20a. If the expenditure incurred in boring operations on a location or on a number of locations, grouped under the provisions of these regulations, has been accepted in satisfaction of the rental of such locations or group for the second and third years of the term of the lease or of the leases affected, as provided for in sections 13, 17 or 20 of these regulations, the Minister may, in consideration of the further expenditure to be incurred in actual boring operations for the discovery of petroleum or natural gas, grant the lessee an extension of time within which to pay the rental for the fourth and for the fifth years, respectively, of such term, and if the lessee, before the end of the year for which the extension was granted, submits satisfactory evidence, supported by affidavit, to show that during such year actual boring operations have been prosecuted with reasonable diligence upon the location or upon the group of locations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may, in the discretion of the Minister, be deducted from the rental which became due at the beginning of the said year, provided that petroleum and natural gas in paying quantity has not, in the

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opinion of the Minister, been discovered on the location or on the group of locations affected by such extension.

Upon the receipt of evidence to the satisfaction of the Minister that a lessee has incurred during the term of the lease expenditures in boring operations on, or in the preliminary development of, a location or locations acquired under these regulations, greater than the amount which may be accepted in satisfaction of the rentals of the location or locations affected, without having discovered oil in commercial quantity, the Minister may place to the credit of the lessee such portion of the excess expenditures shown to have been incurred as he may consider advisable, and may apply such credit or such portion thereof as he may decide to the payment of the rentals of petroleum and natural gas locations acquired under these regulations, standing recorded in the name of such lessee, upon which oil has not been found; subject to the condition, however, that the lessee shall continue to prosecute active boring operations to an extent proportionate, in the opinion of the Minister, to the credit to be established and to the satisfaction of the Minister; and subject also to the condition that as soon as the Minister shall decide that oil in commercial quantity has been discovered on a location or group of locations, no further payment of the rentals of such locations shall be made from the credit so established. If the lessee fails to continue and to actively prosecute the additional prospecting operations in the manner prescribed, the credit so established shall be subject to reduction or withdrawal, in the discretion of the Minister.

21. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without the permission of the Minister being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

22. In case the surface rights of a petroleum and natural gas location have been patented, or have been disposed of by the Crown under any Act or regulation which contemplates the earning of patent for such surface rights, and the lessee of the petroleum and natural gas rights cannot make an arrangement with the owner of such surface rights, or with his agent, or the occupant thereof, for entry upon the location, or for the acquisition of such interest in the surface rights as may be necessary for the efficient and economical operation of the rights acquired under his lease, he may, provided the mineral rights in the land affected with access thereto and the right to use and occupy such portion of the land as may be necessary for the effectual working of the minerals therein have been reserved to the Crown in the original grant of the surface rights, apply to the Minister for permission to submit the matter in dispute to arbitration. Upon receiving such permission in writing, it shall be lawful for the lessee to give notice to the owner, or his agent, or the occupant, to appoint an arbitrator within a period of sixty days from the date of such notice, to act with another arbitrator named by the lessee, in order to determine what portion of the surface rights the lessee may reasonably acquire:—

(*a*) For the efficient and economical operation of the rights and privileges granted him under his lease;

(*b*) The exact position thereof, and

(*c*) The amount of compensation to which the owner or occupant shall be entitled.

23. The notice mentioned in this section shall be according to a form to be obtained upon application to the Agent of Dominion Lands for the district in which the land in question is situated, and shall, when practicable, be personally served on the owner of such land, or his agent, if known, or the occupant thereof, and after reasonable efforts have been made to effect personal service without success, then such notice shall be served by leaving it at or sending it by registered mail to the last known place of abode or address of the

owner, agent or occupant, and by posting a copy of the same in the office of the Agent of Dominion Lands for the district in which the land in question is situate. Such notice shall be ten days if the owner, or his agent, resides in the district in which the land is situate; if out of the district and if in the province or territory, twenty days, and if out of the province or territory, thirty days, before the expiration of the time limited in such notice. If the owner, or his agent, or the occupant of the land refuses or declines to appoint an arbitrator, or when, for any reason, no arbitrator is so appointed in the time limited therefor in the notice provided for by this section, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith, on being satisfied by affidavit that such notice has come to the knowledge of such owner, agent or occupant, or that such owner, agent or occupant, wilfully evades the service of such notice, or cannot be found, and that reasonable efforts have been made to effect such service, and that the notice was left at the last place of abode or known address of such owner, agent or occupant, as above provided, appoint an arbitrator on his behalf.

24. In case the two arbitrators cannot agree upon the award to be made, they may, within a period of ten days from the date of the appointment of the second arbitrator, select a third arbitrator, and when such two arbitrators cannot agree upon a third arbitrator, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith select such third arbitrator.

25. All the arbitrators appointed under the authority of these regulations shall be sworn before a justice of the peace to the impartial discharge of the duties assigned to them, and after due consideration of the rights of the owner and the needs of the lessee they shall decide as to the particular portion of the surface rights which the latter may reasonably acquire for the efficient and economical operation of the rights and privileges granted him under his lease, the area thereof, and the amount of compensation therefor to which the owner or occupant shall be entitled.

26. In making such valuation the arbitrators shall determine the value of the land irrespective of any enhancement thereof from the existence of minerals thereunder.

27. The award of any two such arbitrators made in writing shall be final, and shall be filed with the Agent of Dominion Lands for the district in which the land is situate, within twenty days from the date of the appointment of the last arbitrator. Upon the order of the Minister the award of the arbitrators shall immediately be carried into effect.

28. The arbitrators shall be entitled to be paid a per diem allowance of five dollars ($5) together with their necessary travelling and living expenses, while engaged in the arbitration, and the cost of such arbitration shall be in the discretion of the arbitrators.

29. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should salt water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Minister, close the well at such depth as may prevent such water from gaining access to the oil-bearing formation.

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The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Minister may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Minister.

29a. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Minister may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Crown in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Minister may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Minister in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

1. The particular point on the location at which operations are to be conducted.
2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Minister.
3. The size and weight of casing to be used.
4. The kind of drilling rig to be employed.
5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee to so notify the Minister of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Minister in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Minister, or from such officer as the Minister may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well—if he has not already done so—and submit a declaration containing the following information:—

1. The approximate date upon which the proposed abandonment or removal shall begin.
2. The quantity and size of casing in the well.
3. The quantity and size of casing proposed to be removed.
4. The depth at which water was encountered.
5. The manner in which water has been or will be effectively shut off.
6. The depth at which natural gas was encountered.
7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

30. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Crown, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

31. The lease shall in all cases include only the oil and natural gas, the property of the Crown, in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar ($1) an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Minister may consider necessary for the efficient and economical working of the rights granted him. (Order in Council 21st March, 1921.)

32. Rescinded by an amendment to the Dominion Lands Act assented to on the 12th of June, 1914, Chap. 27, 4-5 George V.

33. If it is not established to the satisfaction of the Minister that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Minister.

34. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described in the lease, except in accordance with regulations duly approved by the Minister. (Order in Council 26th April, 1922.)

35. A fee of five dollars ($5) shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

36. The lease shall be in such form as may be determined by the Minister of the Interior, in accordance with the provisions of these regulations.

37. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, without the consent in writing of the Minister being first had and obtained.

38. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Crown of such royalty thereon as may from time to time be fixed by the Governor in Council, the royalty to be collected in such manner as may be specified by the Minister. (Order in Council 3rd December, 1919.)

39. A royalty at such rate as may from time to time be specified by Order in Council may be levied and collected on the natural gas products of the leasehold. For a period of five years after the date upon which the Minister of the Interior may decide that oil in commercial quantity has been discovered on lands acquired under the provisions of these regulations, the royalty to be collected by the Crown shall not exceed five per cent of the output or five per cent

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of the sales of the products of locations so acquired, as may be decided by the Minister, nor shall it be less than two and one-half per cent of such sales during that period. For a further period thereafter of five years, the royalty to be collected shall not exceed ten per cent of the sales of the products of locations, nor shall it be less than five per cent of the sales during that period; and thereafter the royalty shall be ten per cent of the sales of the products of locations acquired under the provisions of these regulations. (Order in Council 29th October, 1920.)

40. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions. (Order in Council 29th January, 1920.)

41. The Minister may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the produce thereof, had possession, and control of the location and of the building, works, machinery and plant not been assumed.

42. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Minister, so long as the said wells continue to yield oil in remunerative quantity.

43. At the end of each year of the term of the lease the lessee shall furnish a statement, supported by affidavit, showing the number of days during the year that operations were carried on upon the location; the number of men so employed; the character of the work done; the depth attained; the total expenditure incurred; a detailed statement setting out fully the purpose for which such expenditure was incurred; the quantity of crude oil or natural gas obtained and the amount realized from the sale thereof. Failure to furnish such yearly return will render the lessee subject to a fine of ten dollars ($10) a day for each day's delay in furnishing the sworn statement, and after three months' delay the lease shall be subject to cancellation.

44. In the tract of three and one-half (3½) million acres of land in the Peace River district of British Columbia, described in subsection (*b*) of section three of the Dominion Lands Act, every homestead entry and every lease of natural resources in or on Dominion lands shall be made subject to the right of the province to take for road purposes, without compensation, such land as may be required, not exceeding five per cent of the total area, provided the value of any improvements found in the parcel required for road purposes shall be paid for by the province, in accordance with its Act, Chapter 28 of the Statutes of British Columbia, 1917, and any amendment thereto. Provided that this right shall not be held to apply to lands included in a Dominion Park. (Order in Council 3rd May, 1919.)

45. When a petroleum and natural gas lease, issued under the provisions of these regulations, is cancelled in the records of the Department of the Interior, the rights described in such lease shall not again become available for application under the regulations, but shall be reserved to the Crown for disposal by public auction, after notice has been duly posted in the office of the mining recorder for the district in which the lands are situated, and such other notice given as the Minister of the Interior may direct.

If any person subsequently submits to the mining recorder a request in writing that the oil and gas rights formerly included in the cancelled lease be again made available, and expresses his willingness to pay a bonus in addition to the prescribed rental of such rights, notice may be posted for a period of thirty days in the office of the mining recorder, and such other notice given as the Minister may direct, that the available rights for which application has been made will be disposed of at public auction in the office of the mining recorder at an hour and on a date to be mentioned in the notice, and the procedure shall be that prescribed by the Minister.

The auction shall be conducted by the mining recorder or by such person as he may designate, and the highest or any bid need not necessarily be accepted. The person whose tender may be accepted shall immediately deposit with the mining recorder the amount of the bonus offered, together with the prescribed fee and the rental for the first year of the location applied for. If the location is situated in surveyed territory, he shall immediately file with the mining recorder an application for a lease of the rights in question, prepared in duplicate, and if the location is situated in unsurveyed territory, he shall be given such period as the mining recorder may determine to stake out and make application for such location in the manner prescribed in the regulations. The amount of the bonus paid shall be endorsed on both copies of the form of application. (Order in Council 24th March, 1921.)

Provided that if at any time prior to the posting of notice of the disposal at public auction of the rights described in a cancelled petroleum and natural gas lease, the person in whose name such lease stood recorded on the date of cancellation, applies to the mining recorder for the district for reinstatement in the rights which he formerly had to such lease, and tenders the full amount of the rental which should have been paid to maintain the same in good standing, with interest, such person may be reinstated in the right which he formerly had to the lease, if the rights sought to be re-acquired are still available for disposal.

If, however, notice has been posted in accordance with the regulations of the disposal at public auction of the rights included in such cancelled lease, the application made for reinstatement shall be accompanied by the full amount of the rental which should have been paid to maintain such lease in good standing, with interest, which payment shall be retained and treated as a reserved bid when the auction is held, and shall be announced as such by the auctioneer at the opening of the sale. In case such applicant is unsuccessful in obtaining reinstatement in the right which he formerly had, the amount thus tendered may then be refunded. (Order in Council 16th October, 1922.)

46. Any person who is eligible to acquire a lease under these regulations may personally submit to the mining recorder for the district in which the lands affected lie a statement in writing that to his certain knowledge the requirements of the regulations, as specified in such statement, are not being complied with in connection with any petroleum and natural gas lease of more than eighteen months' standing, and may also submit with such statement, an application for the cancellation of the lease owing to the defaults enumerated.

Upon receipt of an application for the cancellation of a lease notice in writing will be sent to the last known address of the lessee, advising him of the defaults complained of and giving him a period of sixty days from the date of notification within which to remedy the same, or to show cause why the lease should not be cancelled for failure to do so.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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In the event of the cancellation of a lease, as a direct result of the statements made and the application for cancellation submitted, the person who made application for cancellation will for a period of thirty days have the first right to obtain a lease of the rights affected under the provisions of these regulations, but without public auction. (Order in Council 26th April, 1922.)

Additional Regulations Established Under the Authority of Section 29 of the Petroleum and Natural Gas Regulations

Section 29 of the regulations for the disposal of petroleum and natural gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, and within a portion of the Province of British Columbia, approved by Order in Council dated the 19th of January, 1914, and amended by subsequent Orders in Council, provides that the Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which wells shall be operated.

As additional regulations governing the manner in which boring operations shall be conducted, and the manner in which wells shall be drilled on lands acquired under the provisions of the Petroleum and Natural Gas Regulations, above referred to, would appear to be necessary, I, Charles Stewart, Minister of the Interior, by virtue of the authority vested in me by the above Order in Council, hereby enact the following additional regulations:—

1. A lessee or operator of a petroleum and natural gas location upon which boring operations are being conducted shall be required, under the regulations, to maintain, through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate and one of the copies thereof shall be, at all times, retained at the well, and shall be open to inspection by the Supervisory Engineer or any duly authorized officer of the Department. In addition, the lessee or operator shall furnish a duplicate copy thereof to the Supervisory Engineer on the form provided for that purpose, or on the company's form, provided it is acceptable to the Department. Such daily reports to be forwarded to the Supervisory Engineer or to an officer acting for him, at the end of each and every week during the course of operations upon the location.

2. The recorded owner or operator of a petroleum and natural gas location upon which drilling operations are being conducted, shall cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at interval depths of ten feet, or at lesser intervals if required, which samples shall be washed, accurately tabulated and forwarded as requested, to the Supervisory Engineer at Calgary. Bags in which to forward samples and all necessary equipment for collecting the same shall be supplied to the operator by the Department.

In the case of wells where drilling methods resulting in the recovery of cores are employed, the recorded owner or operator shall cause samples to be taken of the drillings carried up by the flush water, at similar prescribed intervals, and shall keep and preserve all cores obtained, in properly constructed and marked core boxes, which will be furnished by the Supervisory Engineer upon application, and such cores shall be available for inspection and examination by the Supervisory Engineer or any officer acting for him. Such cores shall only be broken up for detailed geological examination in the lessee's laboratory, provided the Supervisory Engineer is furnished with a full report of such examination. The final disposal of cores to be at the discretion of the Supervisory Engineer.

3. If the lessee of a petroleum and natural gas location, acquired under the regulations, upon which boring operations are being conducted by him or

on his behalf, encounters in such operations a flow of oil, gas or water in the well, he shall immediately notify the Supervisory Engineer, or an Officer acting for him, of the character, extent and quantity of such flow, as required by Section 5 of the form of lease.

4. It shall be the duty of any lessee or operator of a location producing, or reasonably presumed to contain petroleum or natural gas, upon which a well has been or may be drilled, to properly case such well or wells, with suitable metal casing, in accordance with methods duly approved by the Supervisory Enginer, and to use every effort and endeavour in accordance with the most approved methods to effectively shut off water overlying or underlying the oil or gas bearing strata, and to test the efficiency of such shut off, and to effectually prevent any water from penetrating such oil or gas bearing strata.

No well shall be drilled through or below any oil, gas or water stratum, without sealing off such stratum, or the contents thereof, after passing through the sand either by the mud laden fluid process, or by casing, or by cement, or by packers, regardless of the volume or thickness of said sand, unless authorized so to do by the Supervisory Engineer.

Whenever, during drilling or production, water makes its appearance in an oil or gas well, the lessee or operator shall at once notify the Supervisory Engineer, with as full details as are available, and shall take and preserve in a clean and enclosed vessel, a quantity of not less than one gallon of water to be placed at the disposal of the Supervisory Engineer for analysis, should the latter so determine, and shall, if so required, afford such facilities as may be necessary for sampling the water by the Supervisory Engineer, or other officer appointed by him.

When it appears to the Supervisory Engineer that any water is penetrating oil or gas bearing strata, he may order a test of water shut off, and designate a day upon which the same shall be made; such order shall be in writing, and shall be served upon the owner or operator of said well at least five days prior to the day designated in said order as the day upon which said shut off test shall be made.

Upon receipt of such order it shall be the duty of the lessee or operator to make said tests in the manner and at the time prescribed in said order.

5. It shall be the duty of the owner or operator of any well referred to in these regulations to notify the Supervisory Engineer, or an officer named by the Minister, of the time at which the owner or operator shall test the shut off of water in any such well. Such notice shall be received by the Supervisory Engineer or such officer at least five days before the test is made. The Supervisory Engineer, or an officer acting for him, shall be present at such test, and shall submit a report, in writing, of the result, to the Minister, a duplicate copy of which shall be sent to the owner or operator. If any test shall be unsatisfactory to the Supervisory Engineer, he shall so notify the owner or operator in said report, and shall, within five days after the completion of such test, order additional tests of such work as he deems necessary to properly shut off the water in such well, and in such order shall designate a day upon which the owner or operator shall again test the shut off of water in such well, which day may, upon the application of the owner, be changed from time to time, in the discretion of the Supervisory Engineer.

6. It shall be the duty of the lessee or operator engaged in drilling a well on a petroleum and natural gas location to keep a careful and accurate log of the well so drilled, such log to show the character and depth of the formation passed through or encountered in the drilling of such well, and particularly to show the depth and thickness of the water-bearing strata, the level to which the water rises in the well, together with the amount and character of the water encountered from time to time (so far as ascertained) and to show at what point such water was shut off, if at all, and if not, to so state in such log, and

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show completely the amounts, kinds, and size of casing used, and to show the depth at which oil or gas-bearing strata were encountered, the thickness of the productive horizon, with the amounts of production in each case. In addition, the depth and character of strata and whether all the water overlying or underlying any such oil-bearing stratum was successfully and permanently shut off, so as to prevent percolation or penetration into any oil or gas-bearing stratum. Such log shall be kept in the office of the owner or operator and shall be, at all times, open to the inspection of the Minister, or of any officer named by him. Upon the completion of any well, or upon the suspension of operations upon any well for a period of thirty days, a copy of the said log, in duplicate, and in such form as the Minister shall direct, shall be filed within ten days after such completion, or after the expiration of the thirty-day period, with the Supervisory Engineer, and a like copy shall be filed upon the completion of any additional work in the deepening of any such well.

7. Whenever natural gas in commercial quantities, or a gas-bearing stratum known to contain natural gas in such quantity, is encountered in any well drilled for oil or natural gas under these regulations, such gas shall be confined to its original stratum until such time as the same can be produced and utilized without waste, and all such strata shall be adequately protected from infiltrating waters.

8. During the drilling of a well in any field where it is not known that high pressure does not exist, the casing in the well shall be so anchored and provided with a proper control head, that immediately upon encountering high pressure gas, oil or water, the flow can be effectively controlled and shut in.

9. In all proven or well-defined oil or gas fields, or where it can reasonably be expected that oil or gas in commercial quantities will be encountered, adequate preparation shall be made for the conservation of oil and gas before "drilling-in" a well, and the oil or gas horizons shall not be penetrated until proper equipment, as approved by the Supervisory Engineer, shall have been provided.

10. The recorded owner of a petroleum and natural gas location shall not allow a well drilled on such location to be shot, until the Supervisory Engineer has been notified in writing of such contemplated action, and his consent obtained, and such shooting shall be so conducted as to prevent the access of water or other foreign substance which might prove injurious to the oil or gas sands. The recorded owner of the location shall submit to the Supervisory Engineer a report, on a form to be obtained from the Supervisory Engineer, on all wells shot, showing the condition of the well before and after shooting, including the size of the shot, sand or sands shot, production before and after shooting, and percentage of water in the well before and after shooting. In case irreparable injury is done to the well by shooting, it shall immediately be plugged and abandoned, to the satisfaction of the Supervisory Engineer.

This clause shall be understood to cover the use of any explosive in or at a bore-hole regardless of quantity or purpose.

11. The recorded owner of a petroleum and natural gas location shall, between the first and tenth of each calendar month, or at such times as the Minister may direct, take a gauge of the volume and rock pressure of all wells producing gas in the manner prescribed by the Minister, and shall forward the same to the Supervisory Engineer on gauge blanks to be supplied by him.

12. When gas from any well is being used, the flow of production thereof shall be restricted to forty per cent of the potential capacity of the well, as shown by the last monthly gauge, provided that the Minister may, in his discretion, allow such additional percentage to be used as he may deem expedient.

13. If production of oil or gas is being obtained from any well, or wells, on a location acquired under the regulations it shall be the duty of the recorded owner of such location to file with the Supervisory Engineer, on request, on

forms to be obtained from the Supervisory Engineer, but not oftener than once a month, a statement showing,—

(*a*) The quantity of oil or gas produced from each well during the period indicated in such statement;
(*b*) The specific gravity of such oil or gas;
(*c*) The quantity of water produced from each well, estimated by methods approved by the Minister;
(*d*) The number of days during which oil or gas was produced from each well;
(*e*) The number of wells on the location being drilled, producing, idle or abandoned.

14. When natural gas from any well drilled, or that may be drilled under the regulations, contains natural gasoline or casinghead gasoline, such natural gas shall be conserved and such natural gasoline shall be subject to the same regulations as are applied to oil, within the meaning of the Petroleum Regulations, provided that when such natural gas is produced with oil or water, such natural gas shall be efficiently separated from the oil, natural gasoline or water.

The method of separation as well as the type and size of such separators as may be used shall be subject to the approval of the Supervisory Engineer, and the gasoline content of any casinghead gas shall be determined by such method and in such manner as he may direct.

The Supervisory Engineer, or any officer acting for him, may direct that a test be made of the gasoline content of any natural gas, and if a natural gasoline should be present in paying quantity, the Minister may direct that such natural gasoline shall be separated, conserved and utilized as provided in the regulations.

15. Any decision of the Supervisory Engineer, or other officer of the Department, made under any of the provisions of these regulations, shall be subject to an appeal to the Minister.

(Sgd.) CHAS. STEWART,
Minister of the Interior.

Dated this eighteenth day of October, 1926.

FOREST RESERVES

By an Order in Council dated the 29th October, 1920, the foregoing regulations, established by Order in Council dated the 19th January, 1914, as amended by subsequent Orders in Council, were extended and made to apply to lands comprising Dominion forest reserves, as constituted by the Dominion Forest Reserves and Parks Act, assented to on the 19th May, 1911, and amendments thereto, with the exception of such portions of the said reserves as have been proclaimed Dominion parks, and subject to the following special conditions, reservations and restrictions:—

1. The petroleum and natural gas rights, the property of the Crown, in the forest reserves above mentioned, may be acquired under and in accordance with the provisions of the regulations above referred to, excepting that the maximum area located or staked as hereinafter provided may be double the area provided in the above regulations, that is, three thousand eight hundred and forty acres. The claim so located or staked shall be rectangular in shape, except where the boundary of a previously located tract or the boundary of a forest reserve is adopted as a common boundary and the length thereof shall not exceed six miles, nor shall it exceed six times the breadth;

2. The area so located or staked shall be divided into two parts, each of rectangular shape, except as already provided, of equal area as nearly as may

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be, one of which shall be reserved to the Crown and the locator shall furnish the information and evidence of locating and staking required by section [illegible] of the regulations aforesaid in respect of the claim as originally staked, and he shall state which half he desires to lease and which half is to be reserved for the Crown. The location to be applied for and the location to be reserved shall be marked on the ground in the manner prescribed by section 6 aforesaid;

3. The applicant shall submit with his application a statement supported by affidavit that from surface indications visible, and from geological information available, the tract selected by him as a Crown reservation is as favourable in all respects for the discovery of petroleum as that which he has applied to lease for that purpose. Any attempt to defraud the Crown by making a false declaration as to the relative value for petroleum purposes of the location applied for and that selected for the Crown may, in the discretion of the Minister, be punished by cancellation of the lease issued or the withdrawal therefrom of a portion of the tract so leased;

4. On the posts marking the locations the locator shall place the inscriptions required by section 6, and in addition he shall place on the posts marking the location to be reserved to the Crown, the words "Crown Reserve," and shall post on the location selected for the Crown a written or printed notice setting out that it is a Crown reservation.

5. In unsurveyed territory the location shall be staked along its greatest dimension, and the bearing of the location line shall be given in degrees and minutes;

6. The locator shall submit with his application a plan in duplicate drawn to a scale, showing the position of the location as staked on the ground, the manner in which it has been divided, the position of the half he desires to lease, and the half to be reserved for the Crown. The plan shall contain sufficient data to admit of the position of these locations being shown in their proper position on the records of the department. Unless definite information is furnished as to the exact position of the location so staked the application for a lease will not be considered;

7. In case the lands affected are surveyed lands within the meaning of the Petroleum and Natural Gas Regulations staking shall not be necessary, but the location shall be described by legal subdivisions, or regular portions thereof, section, township and range, comprising a definite description of the location applied for and of the location to be reserved to the Crown;

8. The minimum area of a location which may be acquired by lease under the provisions of these regulations shall be eighty acres, but in the case of a location of less than eighty acres, where the petroleum and natural gas rights adjoining it are not available, application for a less area, one-half of which shall be reserved to the Crown, may be granted;

9. If the lease issued to an applicant under the provisions of these regulations is relinquished or cancelled, the location so leased, as well as the reservation created in connection therewith, may, if the Minister so determines, again be open to application under the provisions of these regulations. (Amended by Order in Council 24th March, 1921.)

10. If, for any reason, it is considered necessary or advisable to have a survey made of any location or locations applied for or leased under these regulations, owing to an alleged conflict of locations, or in order to determine the exact position of such location or locations, or in order to settle any dispute which may arise respecting the same or respecting any location or locations reserved for the Crown, the Minister may direct that such a survey be made by a Dominion Lands Surveyor under proper instructions, and may require payment in advance of the costs of such survey to be made by the applicant for or the recorded owner of the location or locations to be surveyed in whole or in part, or the Minister may require such portion of the payment of the costs as may seem to him just. Failure on the part of the applicant or lessee to

make such payment in advance, when called upon to do so by the proper officer of the department, shall render the application or lease subject to immediate cancellation in the discretion of the Minister;

11. Application for a lease of any surface rights within forest reserves required for the efficient operation of the rights which may be acquired under the provisions of these regulations shall be made to the Director of Forestry, or to the officer in charge of the reserve affected. The occupancy of land in a forest reserve shall be under the supervision of the officer in charge thereof;

12. The lessee shall do no unnecessary damage to timber, and shall carefully observe the provisions of the regulations relating to forest reserves, which may be made from time to time;

13. No trees on the reserve shall be cut by the lessee or on his behalf without the permission of the Director of Forestry, and when any trees are cut by him he shall carefully clear the ground of all tops and branches and other débris of such cutting, and shall so dispose of them as to prevent danger from fire, in accordance with the instructions of the officer in charge of the reserve. If in order to so dispose of such débris it is necessary to burn it, the lessee shall give due notice of his intention so to do to the officer in charge of the reserve, and before he proceeds to burn such débris shall obtain the consent of such officer; and shall comply with all the conditions imposed by such officer in regard to such burning;

14. The lessee shall cause to be cleared of combustible material such area around any mill or other works constructed or operated by him as may be determined by the forest officer to be necessary, and if in the opinion of the forest officer it is necessary and practicable, the lessee shall construct and maintain a ploughed fire-guard around such area;

15. Every engine operated by the power of steam that is used by the lessee shall be provided with and have in use all the most approved and efficient appliances to prevent the escape of fire from the furnace or ash-pan or from the smoke-stack of such engine, including a spark-arrester in connection with the smoke-stack, which appliances shall be kept properly fitted and in a proper state of repair, and it shall be the duty of every engineer in charge of such engine to use all necessary means and appliances to prevent the escape of fire;

16. The machinery and equipment which the lessee shall be required to install on the location as provided in section 14 of the regulations, shall include a portable fire-engine and equipment, to be maintained in a state of efficiency for immediate use to the satisfaction of the forest officer, together with a reserve of water sufficient for the use of such engine in case of fire;

17. These regulations shall come into force on the sixth day of December, 1920, at the hour of nine o'clock in the forenoon.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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SCHEDULE OF FEES AND RENTAL CHARGED UNDER PETROLEUM AND NATURAL GAS REGULATIONS

Application fee	$ 5 00
~~Rental, first year, per acre~~	~~$2~~
Rental, each year ~~after first year~~, per acre	1 00
Rental, lease from ~~Crown~~ of surface rights, per acre	1 00
Registration assignment	3 00
Registration of assignment of more than one lease, for each additional lease	50
Registration of assignment of divided portion of a location and issue of new lease	25 00

MAXIMUM AND MINIMUM AREAS UNDER PETROLEUM AND NATURAL GAS REGULATIONS

Maximum area which may be acquired by ~~location~~ application	1,920 acres
Minimum area which may be acquired by ~~location~~ application	20 acres
~~In Forest Reserves, maximum area, one-half of which shall form Crown Reserve~~	~~3,840 acres~~
When area of location is reduced under Section ~~38~~ 15 minimum area shall be	40 acres

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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File No.

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, December 24, 1926.

Memo.

Deputy Superintendent General,-

I submit herewith proposed draft of new petroleum and natural gas regulations, applicable to Indian reserves in the Provinces of Manitoba, Saskatchewan, Alberta, British Columbia and the North West Territories.

In so far as it was possible to make them so, these regulations are uniform with those in effect on Dominion lands, and provision is made in that section of these regulations respecting operation and development, that such operation and development shall be carried on under the direction and supervision of the supervisory engineer or other such officer designated for the purpose by the Department of the Interior.

I shall be glad to discuss these proposed regulations with you at the earliest convenient opportunity, and would recommend that as soon as possible they be submitted to the Superintendent General for approval. I may add that it will be necessary to revoke certain Departmental regulations at present in effect.

Officer in Charge.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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~~20000~~

January 28,1927.

His Excellency

The Governor General in Council.

The undersigned has the honour to recommend that whereas it has been considered necessary to revise the Regulations for the disposal of Petroleum and Gas on the Indian Reserves in the Provinces of Saskatchewan, Alberta and the Northwest Territories, as established by Order in Council of May 17th, 1910, to meet present conditions and bring them in uniformity with the existing Regulations in effect on Dominion Lands, the same be rescinded and that in lieu thereof the Regulations herewith attached be established by Order of your Excellency in Council.

DCI

S. G. 28-1-27.
P. C. 1-2-27.
O. C. 7-2-27.

Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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January 28, 27.

To rescind Regulations for disposal of Petroleum and Gas on Indian Reserves of May 17.1910, and to substitute new Regulations to meet present conditions and bring them in uniformity with existing Regulations on Dominion Lands.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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P.C.183.

PRIVY COUNCIL CANADA

AT THE GOVERNMENT HOUSE AT OTTAWA

MONDAY, the 7th day of FEBRUARY, 1927.

PRESENT

HIS EXCELLENCY

THE GOVERNOR GENERAL IN COUNCIL:

WHEREAS it is deemed advisable to revise the Regulations for the disposal of Petroleum and Gas on the Indian Reserves in the Provinces of Saskatchewan, Alberta and the Northwest Territories, to meet present conditions and to bring them in conformity with the existing regulations in effect on Dominion Lands;

THEREFORE His Excellency the Governor General in Council, on the recommendation of the Superintendent General of Indian Affairs, is pleased to order as follows:

The Regulations for the disposal of Petroleum and Gas on the Indian Reserves in the Provinces of Saskatchewan, Alberta and the Northwest Territories, as established by Order in Council of May 17th, 1910, are hereby rescinded, and

The annexed Regulations are hereby made and established in lieu thereof.

E. J. Lemaire

Clerk of the Privy Council.

The Honourable
the Superintendent General of Indian Affairs,

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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File No. 20,001

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, February 10, 1927.

Memo.

OK OCL

Deputy Superintendent General,-

The new petroleum and gas regulations having been approved by His Excellency the Governor General in Council, I would recommend that 500 copies be printed for Departmental use and distribution.

Officer in Charge.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001-1

A. F. A. COYNE

CONSULTING GEOLOGIST

Morrisburg, Ontario, Canada

DEPT. OF INDIAN AFFAIRS
FEB 25 1927
RECORDS

LANDS BRANCH
MAR 9 1927

February 24th 1927

Department of Indian Affairs.
Ottawa. Ontario.

Dear Sirs:-

What are the regulations regarding the leasing of rights for Petroleum on the Indian Reservations in the Dominion of Canada?

If there are not any regulations in this matter, how can they be obtained?

Thanking you in advance for this inform-
-ation.

I am,

very truly, yours,

A F A Coyne

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001-1

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

FORM T.D. 1 X.

TELEGRAM

DEPT. OF INDIAN
FEB 28 1927
RECORDS

CABLE CONNECTIONS TO ALL THE WORLD

J. McMILLAN, General Manager of Telegraphs, Montreal.

RA121 44 BLVE STANDARD TIME.

198

VX VANCOUVER BC 28-27

DUNCAN C SCOTT

DEPT INDIAN AFFAIRS OTTAWA

REFERENCE MY WIRE FIFTEENTH INST AND REPLY BY J D MCLEAN SIXTEENTH INSTANT RE PETROLEUM GAS REGULATIONS INDIAN RESERVE LAND BEING PRINTED READY FOR DISTRIBUTION LAST WEEK WOULD APPRECIATE YOU RUSH ME COPY SOON AS POSSIBLE ADDRESS SIX MERCHANTS EXCHANGE BLDG HASTINGS ST VANCOUVER

J C WATSON

2.28 PM

Copied

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

FORM T.O. 1 X

CANADIAN PACIFIC RAILWAY COMPANY'S TELEGRAPH

TELEGRAM R

CABLE CONNECTIONS TO ALL THE WORLD

J. McMILLAN, General Manager of Telegraphs, Montreal.

DEPT. OF INDIAN AFFAIRS
MAR 7 1927

NL 39 4 EX

VANCOUVER BC MARCH 2 TIME.

10345
328

DUNCAN C SCOTT

DEPT INDIAN AFFAIRS OTTAWA ONT

REFS MY WIRE 28 TH FEBY WOULD VERY MUCH APPRECIATE RETURN WIRE COLLECT ADVISING IF NEW REGULATIONS WERE SENT AS REQUESTED IF NOT WHEN I MAY EXPECT RECEIPT SAME STOP RECEIPT THESE REGULATION MOST IMPORTANT ASSOCIATES AND SELF HELD UP IN VERY IMPORTANT MATTERS

J C WATSON

5 MERCHANTS EXCHANGE BLDG

looked at

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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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, March 7, 1927.

J. C. Watson,
6 Merchant Exchange Building.
Vancouver, B. C.

Petroleum regulations will be available by fifteenth instant.

Duncan C. Scott.

(Charge D.I.A.)

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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1927
Regulations
Oil & Gas

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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REGULATIONS FOR THE DISPOSAL OF PETROLEUM AND NATURAL GAS RIGHTS ON INDIAN RESERVES IN MANITOBA, SASKATCHEWAN, ALBERTA, BRITISH COLUMBIA AND THE NORTHWEST TERRITORIES, APPROVED BY ORDER IN COUNCIL DATED FEBRUARY 7, 1927.

INTERPRETATION.

"Superintendent General" shall mean the Superintendent General of Indian Affairs of Canada.

"Department" shall mean the Department of Indian Affairs of Canada.

"Adjoining" lands shall be those which are not separated by a section or by any of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"Supervisory Engineer" shall mean the officer so designated by the Department of the Interior or the officer appointed by that Department who is in charge of the inspection of operation and development of petroleum and natural gas in Dominion lands.

1. The petroleum and natural gas rights on any Indian Reserve in Manitoba, Saskatchewan, Alberta, British Columbia or the North West Territories may be leased to applicants at a rental of One dollar an acre per annum, payable yearly, in advance, provided that such petroleum and natural gas rights have been released or surrendered to His Majesty, in trust, in accordance with the provisions of subsection one of section 49 of the Indian Act. The term of the lease shall be for twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence

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satisfactory to the Superintendent General to show that during the term of the lease he has complied fully with the provisions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1920 acres, and no person shall be permitted to acquire a greater area, except by assignment. Provided that a person who has been granted a lease for a location and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided, further, however, that such rights shall not be granted unless all payments on account of rent or other liability to the Department, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situate in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its breadth. In un-surveyed territory, if at least one of the lines bounding the tract has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on an Indian Reserve shall be filed by the applicant in person, with the Indian Agent of

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the Indian Reserve in which the rights applied for are situate, or with the Department direct, but priority of application shall be based upon the date of the receipt of such application in the Department.

5. Application for a location situate in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some permanent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

6. As soon as the survey of an Indian Reserve has been confirmed, all petroleum and natural gas leases embracing any portion of such reserve so surveyed and confirmed, shall be made to conform to the Dominion Lands system of survey, if the Superintendent General so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions--as nearly as may be--the tract embraced in the leasehold, in so far as the reserve so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued until such portion is included in a confirmed survey.

7. The rental for the first year, of the location applied for, at the rate of One dollar per acre per annum, shall accompany the application filed in the Department or in the office of the Indian Agent for the Reserve in

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which the rights applied for are situate, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease when issued shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If during the term of the lease the lessee shall fail to pay rental in advance for each subsequent year, at the rate of One dollar per acre per annum, within thirty days after the date on which the same became due, the lease shall be subject to cancellation in the discretion of the Superintendent General, and to the immediate forfeiture of the rights which the lessee had in the said lease.

8. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Superintendent General may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Superintendent General. Provided, however, that the Superintendent General shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

9. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his

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lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Superintendent General with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Superintendent General, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Superintendent General, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognised methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

10. The Superintendent General may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 8 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring

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operations are not commenced and continued on such location or locations in the manner set out in section 9 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Superintendent General.

11. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

12. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without the permission of the Superintendent General being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

13. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

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In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Superintendent General, close the well at such depth as may prevent such water from gaining access to the oil-bearing formation.

The Superintendent General may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Superintendent General may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Superintendent General.

14. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Superintendent General may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing

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formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Department in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Superintendent General may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Superintendent General in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:-

1. The particular point on the location at which operations are to be conducted.

2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Superintendent General.

3. The size and weight of casing to be used.

4. The kind of drilling rig to be employed.

5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee

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to so notify the Superintendent General of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Superintendent General in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Superintendent General, or from such officer as the Superintendent General may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well--if he has not already done so-- and submit a declaration containing the following information;-

1. The approximate date upon which the proposed abandonment or removal shall begin.

2. The quantity and size of casing in the well.

3. The quantity and size of casing proposed to be removed.

4. The depth at which water was encountered.

5. The manner in which water has been or will be effectively shut off.

6. The depth at which natural gas was encountered.

7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

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Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

15. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Department, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

16. The lease shall in all cases include only the oil and natural gas in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Superintendent General may consider necessary for the efficient and economical working of the rights granted him.

17. If it is not established to the satisfaction of the Superintendent General that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Superintendent General.

18. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described

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in the lease, except in accordance with regulations duly approved by the Superintendent General.

19. A fee of five dollars shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

20. The lease shall be in such form as may be determined by the Superintendent General of Indian Affairs, in accordance with the provisions of these regulations.

21. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, or any interest therein, without the consent in writing of the Superintendent General being first had and obtained.

22. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Department of ten per cent of the output, the royalty to be collected in such manner as may be specified by the Superintendent General.

23. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions.

24. The Superintendent General may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall

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not exceed the profit which the lessee would have earned in the working of the location and the disposal of the products thereof, had possession, and control of the location and of the buildings, works, machinery and plant not been assumed.

25. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Superintendent General, so long as the said wells continue to yield oil in remunerative quantity.

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SCHEDULE OF FEES AND RENTAL CHARGED UNDER PETROLEUM AND NATURAL GAS REGULATIONS.

Application fee - - - - - - - - - - - - - - - -	$5.00
Rental, each year, per acre - - - - - - - -	1.00
Rental, lease from Department, of surface rights, per acre - - - - - - - - - - - -	1.00
Registration assignment - - - - - - - - - - - -	3.00
Registration of assignment of more than one lease, for each additional lease -	.50
Registration of assignment of divided portion of a location and issue of new lease -	25.00

MAXIMUM AND MINIMUM AREAS UNDER PETROLEUM AND NATURAL GAS REGULATIONS.

Maximum area which may be acquired by application - - - - - - - - - - - - - -	1,920 acres
Minimum area which may be acquired by application - - - - - - - - - - - - - -	20 "
When area of location is reduced under section 15 minimum area shall be -	40 "

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20,001.

Ottawa, March 17, 1927.

Dear Sir,-

Having reference to your telephone request of yesterday, to be furnished with a copy of our regulations governing the disposal of petroleum and natural gas rights on Indian Reserves, I may say that some little delay has occurred in the printing, and it may be some days yet before the printed copies are available for distribution. However, I inclose a typewritten copy of the first and most important section of these regulations, from which you will be able to ascertain the necessary procedure to follow in making application for any such rights on Indian reserves in western Canada. The second section of our Regulations deals entirely with the question of boring and development operations, and in this respect they are practically uniform with the regulations at present in force on Dominion lands.

Inclosure.

I shall be pleased to see that you are furnished with a copy of these regulations immediately they are received from the printer.

Yours very truly,

J. D. McLean.
Assistant Deputy & Secretary.

J. Steedman, Esq., M.P.,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

20,001.

Ottawa, March 17, 1927.

Sir,-

Inclosure.

I inclose herewith for your information typewritten copy of the first section of our new and regised regulations for the disposal of petroleum and natural gas rights on Indian reserves in western Canada. These regulations, you will note, were approved by Order in Council of the 7th ultimo.

A second section of the regulations deals entirely with the question of boring and development operations, and in this respect they are practically uniform with the regulations in effect on Dominion lands. For this reason it is not considered necessary to forward you a copy, but immediately the complete regulations have been received from the Printer, a supply will be forwarded to you for office use. The present typewritten copy of the first and more important section will be sufficient for the present to enable you to answer inquiries intelligently.

Your obedient Servant,

J. D. McLean.
Assistant Deputy & Secretary.

Robert Pringle, Esq.,
Indian Agent,
Morley, Alberta.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20,001.

Ottawa, March 26, 1927.

Dear Sir,-

I have been requested by Dr. Scott, Deputy Superintendent General, to send you a copy of our new Regulations governing the disposal of petroleum and natural gas rights on Indian Reserves in Western Canada.

These regulations are at present in the hands of the Printer, and I believe will be available for distribution some time this coming week. However, for your personal information I inclose a typewritten copy of the first section of these regulations, as they will appear when printed. The second section deals exclusively with the question of operation and development, and in this respect is identical with the regulations at present in force on Dominion lands. I may say that when considering this question, it was decided with the approval of the Honorable the Superintendent General that our regulations should be as closely as possible uniform with the regulations of the Department of the Interior. This policy was considered necessary in view of the fact that any oil or gas development on Indian Reserves would undoubtedly affect development on adjacent Dominion lands.

Enclosure.

I shall be pleased to forward you a printed copy of these regulations immediately they are received from the Bureau.

Yours very truly,

J. C. Caldwell.
In Charge Lands & Timber Branch.

G. G. Coote, Esq., M.P.,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001

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DEPT. OF INDIAN AFFAIRS
APR 5 1927
RECORDS

House of Commons
Canada

Ottawa, Ont.,
April 4th, 1927.

J. C. Caldwell, Esq.,
In Charge Lands & Timber Branch,
Department of Indian Affairs,
O T T A W A .

Dear Sir:-

Your File No. 20,001.

This is to acknowledge with thanks your communication of March 29th enclosing a copy of the last annual report of the Department of Indian Affairs.

Again thanking you, I am,

Yours very truly,

O. O. Cote

GGC/P

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
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House of Commons
Canada

Ottawa, Ont.,
March 28th, 1927.

J. C. Caldwell, Esq.,
In Charge of Lands & Timber Branch,
Department of Indian Affairs,
O T T A W A .

Dear Sir:-

I have your letter of March 26th enclosing copy of regulations covering the disposal of petroleum and natural gas rights on Indian reserves in Western Canada, for which I am very much obliged.

I would be glad if you would advise me whether there is any material difference between regulations covering the disposal of these rights in Western Canada as compared with the same rights on reserves in Eastern Canada. I would be much obliged if you would send me a copy of the last annual report of the Department of Indian Affairs.

Yours very truly,

O E Coote

GGC/P

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20,001.

Ottawa, March 29, 1927.

Dear Sir,-

In reply to your letter of the 28th instant, I have to advise that the Department has not any regulations with respect to the disposal of petroleum and natural gas rights on Indian Reserves in eastern Canada. Such regulations have never been necessary, as it does not appear that there are any petroleum or natural gas resources under-lying Indian lands in the East. There is possibly one exception to this statement, that being the Indian Reserve near Brantford, Ont. Some boring has been conducted on this reserve in recent years, but apparently without any material success, and the privilege to conduct these boring operations was granted by the Band subject to certain special terms and conditions. Agreeably with your request, I have pleasure in inclosing a copy of the last annual report of this Department.

Inclosure.

Yours very truly,

J. C. Caldwell.
In Charge Lands & Timber Branch

G. G. Coote, Esq., M.P.,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Copy

CAPPING OIL WELLS

Resolved, that some means be found to prevent oil companies from capping wells which show signs of immediate production.

Passed by the Annual Convention
of the United Farmers of Alberta,
January 18th to 21st, 1927.

.....

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Copy

CAPPING OIL WELLS

Resolved, that some means be found to prevent oil companies from capping wells which show signs of immediate production.

Passed by the Annual Convention of the United Farmers of Alberta, January 18th to 21st, 1927.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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DEPT. OF INDIAN AFFAIRS
MAR 23 1927

Copy

UNITED FARMERS OF ALBERTA

200-206 Lougheed Building,
Calgary, Alberta,
Feb. 15, 1927

Hon. Chas. Stewart,
Minister of the Interior,
Ottawa.

Dear Sir -

We beg to enclose herewith resolution on capping oil wells passed by the Annual Convention of the United Farmers of Alberta which we believe comes within your Department.

We trust this resolution will receive earnest consideration.

Yours very truly,

(sgd) F. Bateman,

Acting Secretary.

Original sent Deputy minister of Interior Feb. 19
acknowledgment made by Deputy March 16

Referred to the Deputy Minister of Indian Affairs
MAR 22 1927
FOR ATTENTION
PRIV. SECY.

Your information
Re: W. J. Pratt.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
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20001.
O'C.

Ottawa, April 8, 1927.

Dear Sir,-

Adverting to your recent inquiry in connection with The Regulations for the Disposal of the Petroleum and Natural Gas Rights on Indian Reserves, I am now pleased to enclose herewith a copy thereof which has just been received by the Department.

Yours very truly,

In Charge Land and Timber Branch.
(J. C. Caldwell)

Enclosure.

G. G. Coote, Esq., M. P.,
House of Commons,
Ottawa.

Same letter to:

J. Steedsman, Esq., M. P.,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001-1

Department of Indian Affairs.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

Petroleum and Natural Gas Lease No.....

File No.....

This Indenture, made in duplicate this

day of in the year of our Lord, one thousand nine hundred and

BETWEEN His Majesty King George the Fifth, represented herein by the ~~Minister of the Interior~~ of Canada, hereinafter called "The ~~Minister~~" of the first part, and

hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the ~~nineteenth~~ Seventh day of ~~February~~, in the year of Our Lord, one thousand ~~nine~~ hundred and ~~four~~ Twenty-seven teen, re-enacted by Order in Council dated ~~the 1st~~ June, 1915, and amended by Orders in Council dated the ~~24th May~~, 1915, the 29th May, 1918, the 26th February, 1919, the ~~3rd of May~~, 1919, the 3rd of December, 1919, the 29th January, 1920, ~~the 29th~~ October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, ~~1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922~~, regulations were made for the disposal of petroleum and natural gas rights, ~~the property of the Crown~~, in the provinces of Manitoba, Saskatchewan, and Alberta, the Yukon Territory, the Northwest Territories, ~~the Railway Belt in the province of British Columbia, and the three and one half million acres of land acquired by the Dominion from the province of British Columbia and referred to in subsection (b) of section 3 of the Dominion Lands Act, Chapter 20, 7-8 Edward VII, a copy of which regulations is hereto appended~~.

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described, the ~~Minister~~ has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto the lessee, for the sole and only purpose of mining and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products.

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Saving and reserving nevertheless unto His Majesty and his successors the helium of, from, or found combined with, or extractable, or which may be obtained out of, the petroleum and natural gas within or mined, won or produced from or out of the said parcel or tract of land and premises hereinbefore described and granted or demised or intended so to be, together with full power to win, separate and extract the same, and to treat the said petroleum and natural gas or subject the same to any operation or process which may be necessary, effective or advisable for that purpose, and to enter upon, use or occupy the said lands or so much thereof, and to such extent as may be necessary, and to set up and operate any machinery, appliances or plant, and to resort to any process or operation which may be useful for any of the purposes aforesaid.

TO HAVE AND TO HOLD the same unto the lessee for the term of twenty-one years, to be computed from the day of renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Minister of the Interior to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted. Yielding and paying therefor during the first year of the said term unto His Majesty the clear yearly rent or sum of thirty cents of lawful money of Canada for each and every acre of land comprised within the said lands, and for each subsequent year of such term the rent or sum of one dollar ($1), such rent being payable yearly in advance on the day of in each year of the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at such rate as may from time to time be prescribed by Order of the Governor General of Canada in Council on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

b 1 ch of 10%

PROVIDED ALWAYS that this demise is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:—

1. That the lessee shall and will well and truly pay or cause to be paid to the Minister at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provisos and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Minister, showing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Minister to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way, roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during the said term, make and deliver to the Minister or to any officer or agent appointed or instructed by him to collect, obtain or receive the same, all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Minister shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

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7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf, with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open, use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when working the same shall keep and preserve the said mines and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Minister to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling thereinto, such fences or walls to be of a height and character satisfactory to the Minister or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Minister.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole into the coal seams, when in the judgment of the Minister such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Minister, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

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15. That if in the opinion of the Minister the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of pre-emption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Minister and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council, relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 (without judicial inquiry) 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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C. 2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee; the expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Minister" includes the successors in office of the Minister of the Interior.

IN WITNESS WHEREOF the Deputy of the Minister of the Interior 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

.. ..

.....
for Deputy Minister of the Interior.

And by the lessee in the presence of

....
Witness. *Lessee.*

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Regulations for the disposal of Petroleum and Natural Gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, approved by Order in Council dated the 19th January, 1914, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd May, 1919, the 3rd December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922.

INTERPRETATION

"Minister" shall mean the Minister of the Interior of Canada.

"Adjoining" lands shall be those which are not separated by a section, or by any one of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more of the locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"River" shall mean a stream of water the bed of which is of an average width of 150 feet throughout the portion thereof on which the tract applied for fronts.

1. The petroleum and natural gas rights which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, may be leased to applicants at a rental of fifty (50) cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar ($1.00) an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that during the term of the lease he has complied fully with the conditions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment.

Provided that a person who has been granted a lease for a location, and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided further, however, that such right shall not be granted unless all payments on account of rent or other liability to the Crown, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situated in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its

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8. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the agent or sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the agent or sub-agent.

9. Where two or more persons lay claim to the same location, or to portions of the same location, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

10. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed shall be made to conform to the Dominion Lands System of Survey, if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions as nearly—as may be—the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed shall be subject to the withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

Provided, however, that upon such withdrawal being made from any location in good standing, the rental paid on the land so withdrawn, in whole or in part, may, in the discretion of the Minister, be refunded to the lessee.

12. The rental for the first year of the location applied for at the rate of fifty (50) cents per acre per annum, shall accompany the application filed in the office of the Agent of Dominion Lands for the district in which the rights applied for are situated, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease, when issued, shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If, during the term of the lease, the lessee shall fail to pay rental in advance for each subsequent year at the rate of one dollar ($1) per acre per annum within thirty days after the date upon which the same became due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of the rights which the lessee had in the said lease.

13. Provided that, if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in writing, and if the lessee, before the end of the year in respect of which application was made, submits evidence to the Land Agent of the district in which the leasehold is situated, supported by affidavit, that during such year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance of rental due, with interest, will render the lease liable to cancellation, as hereinbefore provided.

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20. The Minister may, upon application, grant a lessee during the second and third years of the term of the lease an extension of time within which to pay the rental and to install the prescribed machinery and equipment, and within which to commence actual boring operations upon the location, or upon a group of locations consolidated under the provisions of these regulations: Provided that evidence to the satisfaction of the Minister is furnished to show that an expenditure equal to that prescribed by these regulations in respect of boring operations, is to be incurred in some other acceptable and necessary form of preliminary development, having for its object the discovery of petroleum or natural gas, by which the interests of the district in which the locations are situated might be materially benefited. Upon receipt of evidence on or before the termination of the year, supported by affidavit and duly corroborated, that such expenditure has been incurred, and that the work done was of a character beneficial to the district, the Minister may deduct the amount of such expenditure from the amount due on account of the rental of the location or locations affected, in the manner prescribed in section 13 of these regulations. In case evidence is not furnished or if furnished is not acceptable to the Minister, the leases shall be subject to immediate cancellation in the discretion of the Minister.

In case an extension of time is granted during the second and third years of the term of a lease within which to install machinery and commence boring operations on any location under the grouping provisions of these regulations, then the provisions of sections 14 and 15 of the regulations shall apply to the fourth year of the term of the lease of such location.

20a. If the expenditure incurred in boring operations on a location or on a number of locations, grouped under the provisions of these regulations, has been accepted in satisfaction of the rental of such locations or group for the second and third years of the term of the lease or of the leases affected, as provided for in sections 13, 17 or 20 of these regulations, the Minister may, in consideration of the further expenditure to be incurred in actual boring operations or the discovery of petroleum or natural gas, grant the lessee an extension of time within which to pay the rental for the fourth and for the fifth years, respectively, of such term, and if the lessee, before the end of the year for which the extension was granted, submits satisfactory evidence, supported by affidavit, to show that during such year actual boring operations have been prosecuted with reasonable diligence upon the location or upon the group of locations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may, in the discretion of the Minister, be deducted from the rental which became due at the beginning of the said year, provided that petroleum and natural gas in paying quantity has not, in the opinion of the Minister, been discovered on the location or on the group of locations affected by such extension.

Upon the receipt of evidence to the satisfaction of the Minister that a lessee has incurred during the term of the lease expenditures in boring operations on, or in the preliminary development of, a location or locations acquired under these regulations, greater than the amount which may be accepted in satisfaction of the rentals of the location or locations affected, without having discovered oil in commercial quantity, the Minister may place to the credit of the lessee such portion of the excess expenditures shown to have been incurred as he may consider advisable, and may apply such credit or such portion thereof as he may decide to the payment of the rentals of petroleum and natural gas locations acquired under these regulations, standing recorded in the name of such lessee, upon which oil has not been found; subject to the conditions, however, that the lessee shall continue to prosecute active boring operations to an extent proportionate, in the opinion of the Minister, to the credit to be established and to the satisfaction of the Minister; and subject also to the condition that as soon as the Minister shall decide that oil in commercial quantity has been discovered on a location or group of locations, no further payment of the rentals of such locations shall be made from the credit so established. If the lessee fails to continue and to actively prosecute the additional prospecting operations in the manner prescribed, the credit so established shall be subject to reduction or withdrawal, in the discretion of the Minister.

21. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without

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26. In making such valuation the arbitrators shall determine the value of the land irrespective of any enhancement thereof from the existence of minerals thereunder.

27. The award of any of two such arbitrators made in writing shall be final, and shall be filed with the Agent of Dominion Lands for the district in which the land is situate, within twenty days from the date of the appointment of the last arbitrator. Upon the order of the Minister the award of the arbitrators shall immediately be carried into effect.

28. The arbitrators shall be entitled to be paid a per diem allowance of five dollars ($5) together with their necessary travelling and living expenses, while engaged in the arbitration, and the cost of such arbitration shall be in the discretion of the arbitrators.

29. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should salt water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Minister, close the well at such a depth as may prevent such water from gaining access to the oil-bearing formation.

The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Minister may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Minister.

29a. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Minister may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Crown in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Minister may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Minister in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

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CORRECTION

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Petroleum and Natural Gas Lease No.....

File No.....

This Indenture, made in duplicate this

day of in the year of our Lord, one thousand nine hundred

and

BETWEEN His Majesty King George the Fifth, represented herein by the ~~Minister of the Interior~~ of Canada, hereinafter called "The ~~Minister~~" of the first part, and

hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the ~~nineteenth~~ seventh day of ~~February~~, in the year of Our Lord, one thousand ~~nine~~ hundred and ~~four~~ twenty-seven teen, re-enacted by Order in Council dated ~~the 1st~~ June, 1915, and amended by Orders in Council dated the ~~24th May~~, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd ~~of May~~, 1919, the 3rd of December, 1919, the 29th January, 1920, ~~the 29th~~ October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, ~~1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922~~, regulations were made for the disposal of petroleum and natural gas rights, ~~the property of the Crown~~, in the provinces of Manitoba, Saskatchewan, and Alberta, the Yukon Territory, the Northwest Territories, ~~the Railway Belt in the province of British Columbia, and the three and one half million acres of land acquired by the Dominion from the province of British Columbia and referred to in subsection (b) of section 3 of the Dominion Lands Act, Chapter 20, 7-8 Edward VII, a copy of which regulations is hereto appended.~~

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described, the ~~Minister~~ has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto the lessee, for the sole and only purpose of mining and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products.

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

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Saving and reserving nevertheless unto His Majesty and his successors the helium of, from, or found combined with, or extractable, or which may be obtained out of, the petroleum and natural gas within or mined, won or produced from or out of the said parcel or tract of land and premises hereinbefore described and granted or demised or intended so to be, together with full power to win, separate and extract the same, and to treat the said petroleum and natural gas or subject the same to any operation or process which may be necessary, effective or advisable for that purpose, and to enter upon, use or occupy the said lands or so much thereof, and to such extent as may be necessary, and to set up and operate any machinery, appliances or plant, and to resort to any process or operation which may be useful for any of the purposes aforesaid.

TO HAVE AND TO HOLD the same unto the lessee for the term of twenty-one years, to be computed from the day of renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Minister of the Interior to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted. Yielding and paying therefor during the first year of the said term unto His Majesty the clear yearly rent or sum of fifty cents of lawful money of Canada for each and every acre of land comprised within the said lands, and for each subsequent year of such term the rent or sum of one dollar ($1), such rent being payable yearly in advance on the day of in each year of the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at such rate as may from time to time be prescribed by Order of the Governor General of Canada in Council on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

be rate of 10%

PROVIDED ALWAYS that this demise is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:—

1. That the lessee shall and will well and truly pay or cause to be paid to the Minister at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provisos and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Minister, showing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Minister to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way, roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during the said term, make and deliver to the Minister or to any officer or agent appointed or instructed by him to collect, obtain or receive the same, all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Minister shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

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7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf, with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open, use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when working the same shall keep and preserve the said mines and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Minister to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling thereinto, such fences or walls to be of a height and character satisfactory to the Minister or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Minister.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole into the coal seams, when in the judgment of the Minister such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Minister, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

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15. That if in the opinion of the Minister the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of pre-emption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Minister and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council, relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 (without judicial inquiry) 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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C. 2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee; the expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Minister" includes the successors in office of the Minister of the Interior.

IN WITNESS WHEREOF the Deputy of the Minister of the Interior 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

.. ..

.....
for Deputy Minister of the Interior.

And by the lessee in the presence of

....
Witness. *Lessee.*

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Regulations for the disposal of Petroleum and Natural Gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, approved by Order in Council dated the 19th January, 1914, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd May, 1919, the 3rd December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922.

INTERPRETATION

"Minister" shall mean the Minister of the Interior of Canada.

"Adjoining" lands shall be those which are not separated by a section, or by any one of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more of the locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"River" shall mean a stream of water the bed of which is of an average width of 150 feet throughout the portion thereof on which the tract applied for fronts.

1. The petroleum and natural gas rights which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, may be leased to applicants at a rental of fifty (50) cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar ($1.00) an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that during the term of the lease he has complied fully with the conditions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment.

Provided that a person who has been granted a lease for a location, and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided further, however, that such right shall not be granted unless all payments on account of rent or other liability to the Crown, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situated in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its

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breadth. In unsurveyed territory, if at least one of the lines bounding the tract applied for has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on surveyed lands shall be filed by the applicant in person with the Agent of Dominion Lands for the district in which the rights applied for are situated, or with a sub-agent for such district for transmission to the agent, but priority of application shall be based upon the date of the receipt of such application in the office of the Agent of Dominion Lands for the district.

5. If the rights applied for are situated in unsurveyed territory, application for a lease shall be made by the applicant in person to the Agent of Dominion Lands for the district in which the rights applied for are situated, or to a sub-agent for such district, for transmission to the agent.

6. Application for a location situated in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some prominent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

The application shall be accompanied by evidence, supported by affidavit of the locator, to show that the following requirements have been fully complied with:—

(*a*) That the location applied for has been defined on the ground by the locator in person by planting two wooden posts, at least four inches square, and standing not less than four feet above the ground—such posts being numbered "1" and "2" respectively. The distance between post No. "1" and post No. "2" shall not exceed 15,840 feet, and upon each post shall be inscribed the name of the locator and the date of the location. Upon post No. "1" there shall be written, in addition to the foregoing, the words "initial post," the approximate compass bearing of post No. "2" and a statement of the number of feet lying to the right and to the left of the line between post No. "1" and post No. "2." Thus—Initial post, direction of post No. "2".....feet lie to the right and .....feet to the left of the line, between post No. "1" and post No. "2."

When the tract which an applicant desires to lease has been located, he shall immediately mark the line between post No. "1" and post No. "2" so that it can be distinctly seen in a timbered locality, by blazing trees and cutting underbrush, and in a locality where there is neither timber nor underbrush he shall set posts of the above dimensions or erect mounds of earth or rock not less than two feet high and two feet in diameter at the base in such a manner that the line may be distinctly seen.

(*b*) All the particulars required to be inscribed on posts No. "1" and No. "2" shall be set out in the application and shall be accompanied by a plan showing the position of the tract in its relation to some prominent topographical feature or other known point, such plan to contain sufficient data to admit of the location being shown definitely on the records of the Department.

(*c*) The locator shall post a written or printed notice on a conspicuous part of the location applied for, setting out his intention to apply within thirty days from the date of such notice for a lease of the petroleum and natural gas rights under the said location.

(*d*) The application shall be accompanied by evidence, supported by the affidavit of the locator, in due form, to show that the above requirement of the regulations have been fully complied with.

7. Rescinded by Order in Council dated the 24th of May, 1915.

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8. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the agent or sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the agent or sub-agent.

9. Where two or more persons lay claim to the same location, or to portions of the same location, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

10. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed shall be made to conform to the Dominion Lands System of Survey, if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions as nearly—as may be—the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed shall be subject to the withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

Provided, however, that upon such withdrawal being made from any location in good standing, the rental paid on the land so withdrawn, in whole or in part, may, in the discretion of the Minister, be refunded to the lessee.

12. The rental for the first year of the location applied for at the rate of fifty (50) cents per acre per annum, shall accompany the application filed in the office of the Agent of Dominion Lands for the district in which the rights applied for are situated, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease, when issued, shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If, during the term of the lease, the lessee shall fail to pay rental in advance for each subsequent year at the rate of one dollar ($1) per acre per annum within thirty days after the date upon which the same became due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of the rights which the lessee had in the said lease.

13. Provided that, if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in writing, and if the lessee, before the end of the year in respect of which application was made, submits evidence to the Land Agent of the district in which the leasehold is situated, supported by affidavit, that during such year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance of rental due, with interest, will render the lease liable to cancellation, as hereinbefore provided.

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14. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Minister may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Minister. Provided, however, that the Minister shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

15. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Minister, with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Minister, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Minister, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

16. The Minister may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected: Provided that such consolidation or grouping shall apply only to the second and third years of the term of the leases, and shall comprise only such leases as may at the time be included in such consolidation or grouping. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 14 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 15 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Minister.

17. The Minister may, in consideration of the expenditure to be incurred by a lessee in boring operations upon one or more of the locations included in a group, grant an extension of time within which to pay the rental for the second and third years of the term of the several leases so included, and upon receipt of the evidence required by section 13 of these regulations, he may deduct from the rental which became due at the beginning of the year in respect of the several locations grouped, the amount expended in actual boring operations on one or more of the locations, exclusive of the cost of machinery and casing. The balance of the rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence or to pay the balance or the rental due, with interest, will render the several leases included in the group liable to cancellation.

18. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

19. The maximum area of the locations which may be included in one consolidation or group shall not exceed 20,000 acres, nor shall the locations so included be separated one from the other by a greater distance than two miles.

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20. The Minister may, upon application, grant a lessee during the second and third years of the term of the lease an extension of time within which to pay the rental and to install the prescribed machinery and equipment, and within which to commence actual boring operations upon the location, or upon a group of locations consolidated under the provisions of these regulations: Provided that evidence to the satisfaction of the Minister is furnished to show that an expenditure equal to that prescribed by these regulations in respect of boring operations, is to be incurred in some other acceptable and necessary form of preliminary development, having for its object the discovery of petroleum or natural gas, by which the interests of the district in which the locations are situated might be materially benefited. Upon receipt of evidence on or before the termination of the year, supported by affidavit and duly corroborated, that such expenditure has been incurred, and that the work done was of a character beneficial to the district, the Minister may deduct the amount of such expenditure from the amount due on account of the rental of the location or locations affected, in the manner prescribed in section 13 of these regulations. In case evidence is not furnished or if furnished is not acceptable to the Minister, the leases shall be subject to immediate cancellation in the discretion of the Minister.

In case an extension of time is granted during the second and third years of the term of a lease within which to install machinery and commence boring operations on any location under the grouping provisions of these regulations, then the provisions of sections 14 and 15 of the regulations shall apply to the fourth year of the term of the lease of such location.

20a. If the expenditure incurred in boring operations on a location or on a number of locations, grouped under the provisions of these regulations, has been accepted in satisfaction of the rental of such locations or group for the second and third years of the term of the lease or of the leases affected, as provided for in sections 13, 17 or 20 of these regulations, the Minister may, in consideration of the further expenditure to be incurred in actual boring operations or the discovery of petroleum or natural gas, grant the lessee an extension of time within which to pay the rental for the fourth and for the fifth years, respectively, of such term, and if the lessee, before the end of the year for which the extension was granted, submits satisfactory evidence, supported by affidavit, to show that during such year actual boring operations have been prosecuted with reasonable diligence upon the location or upon the group of locations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may, in the discretion of the Minister, be deducted from the rental which became due at the beginning of the said year, provided that petroleum and natural gas in paying quantity has not, in the opinion of the Minister, been discovered on the location or on the group of locations affected by such extension.

Upon the receipt of evidence to the satisfaction of the Minister that a lessee has incurred during the term of the lease expenditures in boring operations on, or in the preliminary development of, a location or locations acquired under these regulations, greater than the amount which may be accepted in satisfaction of the rentals of the location or locations affected, without having discovered oil in commercial quantity, the Minister may place to the credit of the lessee such portion of the excess expenditures shown to have been incurred as he may consider advisable, and may apply such credit or such portion thereof as he may decide to the payment of the rentals of petroleum and natural gas locations acquired under these regulations, standing recorded in the name of such lessee, upon which oil has not been found; subject to the conditions, however, that the lessee shall continue to prosecute active boring operations to an extent proportionate, in the opinion of the Minister, to the credit to be established and to the satisfaction of the Minister; and subject also to the condition that as soon as the Minister shall decide that oil in commercial quantity has been discovered on a location or group of locations, no further payment of the rentals of such locations shall be made from the credit so established. If the lessee fails to continue and to actively prosecute the additional prospecting operations in the manner prescribed, the credit so established shall be subject to reduction or withdrawal, in the discretion of the Minister.

21. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without

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the permission of the Minister being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

22. In case the surface rights of a petroleum and natural gas location have been patented, or have been disposed of by the Crown under any Act or regulation which contemplates the earning of patent for such surface rights, and the lessee of the petroleum and natural gas rights cannot make an arrangement with the owner of such surface rights, or with his agent, or the occupant thereof, for entry upon the location, or for the acquisition of such interest in the surface rights as may be necessary for the efficient and economical operation of the rights acquired under his lease, he may, provided the mineral rights in the land affected with access thereto and the right to use and occupy such portion of the land as may be necessary for the effectual working of the minerals therein have been reserved to the Crown in the original grant of the surface rights, apply to the Minister for permission to submit the matter in dispute to arbitration. Upon receiving such permission in writing, it shall be lawful for the lessee to give notice to the owner, or his agent, or the occupant, to appoint an arbitrator within a period of sixty days from the date of such notice, to act with another arbitrator named by the lessee, in order to determine what portion of the surface rights the lessee may reasonably acquire:—

(*a*) For the efficient and economical operation of the rights and privileges granted him under his lease;

(*b*) The exact position thereof, and

(*c*) The amount of compensation to which the owner or occupant shall be entitled.

23. The notice mentioned in this section shall be according to a form to be obtained upon application to the Agent of Dominion Lands for the district in which the land in question is situated, and shall, when practicable, be personally served on the owner of such land, or his agent, if known, or the occupant thereof, and after reasonable efforts have been made to effect personal service without success, then such notice shall be served by leaving it at or sending it by registered mail to the last known place of abode or address of the owner, agent or occupant, and by posting a copy of the same in the office of the Agent of Dominion Lands for the district in which the land in question is situate. Such notice shall be ten days if the owner, or his agent, resides in the district in which the land is situate; if out of the district and if in the province or territory, twenty days, and if out of the province or territory, thirty days, before the expiration of the time limited in such notice. If the owner, or his agent, or the occupant of the land refuses or declines to appoint an arbitrator, or when, for any reason, no arbitrator is so appointed in the time limited therefor in the notice provided for by this section, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith, on being satisfied by affidavit that such notice has come to the knowledge of such owner, agent or occupant, or that such owner, agent or occupant, wilfully evades the service of such notice, or cannot be found, and that reasonable efforts have been made to effect such service, and that the notice was left at the last place of abode or known address of such owner, agent or occupant, as above provided, appoint an arbitrator on his behalf.

24. In case the two arbitrators cannot agree upon the award to be made, they may, within a period of ten days from the date of the appointment of the second arbitrator, select a third arbitrator, and when such two arbitrators cannot agree upon a third arbitrator, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith select such third arbitrator.

25. All the arbitrators appointed under the authority of these regulations shall be sworn before a justice of the peace to the impartial discharge of the duties assigned to them, and after due consideration of the rights of the owner and the needs of the lessee they shall decide as to the particular portion of the surface rights which the latter may reasonably acquire for the efficient and economical operation of the rights and privileges granted him under his lease, the area thereof, and the amount of compensation therefor to which the owner or occupant shall be entitled.

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26. In making such valuation the arbitrators shall determine the value of the land irrespective of any enhancement thereof from the existence of minerals thereunder.

27. The award of any of two such arbitrators made in writing shall be final, and shall be filed with the Agent of Dominion Lands for the district in which the land is situate, within twenty days from the date of the appointment of the last arbitrator. Upon the order of the Minister the award of the arbitrators shall immediately be carried into effect.

28. The arbitrators shall be entitled to be paid a per diem allowance of five dollars ($5) together with their necessary travelling and living expenses, while engaged in the arbitration, and the cost of such arbitration shall be in the discretion of the arbitrators.

29. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should salt water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Minister, close the well at such a depth as may prevent such water from gaining access to the oil-bearing formation.

The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Minister may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Minister.

29a. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Minister may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Crown in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Minister may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Minister in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

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1. The particular point on the location at which operations are to be conducted.

2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Minister.

3. The size and weight of casing to be used.

4. The kind of drilling rig to be employed.

5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee to so notify the Minister of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Minister in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Minister, or from such officer as the Minister may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well—if he has not already done so—and submit a declaration containing the following information:—

1. The approximate date upon which the proposed abandonment or removal shall begin,

2. The quantity and size of casing in the well.

3. The quantity and size of casing proposed to be removed.

4. The depth at which water was encountered.

5. The manner in which water has been or will be effectively shut off.

6. The depth at which natural gas was encountered.

7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

30. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Crown, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

31. The lease shall in all cases include only the oil and natural gas, the property of the Crown, in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar ($1) an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Minister may consider necessary for the efficient and economical working of the rights granted him.

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32. Rescinded by an amendment to the Dominion Lands Act assented to on the 12th of June, 1914, Chap. 27, 4-5 George V.

33. If it is not established to the satisfaction of the Minister that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Minister.

34. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described in the lease, except in accordance with regulations duly approved by the Minister.

35. A fee of five dollars ($5) shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

36. The lease shall be in such form as may be determined by the Minister of the Interior, in accordance with the provisions of these regulations.

37. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, without the consent in writing of the Minister being first had and obtained.

38. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Crown of such royalty thereon as may from time to time be fixed by the Governor in Council, the royalty to be collected in such manner as may be specified by the Minister.

39. A royalty at such rate as may from time to time be specified by Order in Council may be levied and collected on the natural gas products of the leasehold. For a period of five years after the date upon which the Minister of the Interior may decide that oil in commercial quantity has been discovered on lands acquired under the provisions of these regulations, the royalty to be collected by the Crown shall not exceed five per cent of the output or five per cent of the sales of the products of locations so acquired, as may be decided by the Minister, nor shall it be less than two and one-half per cent of such sales during that period. For a further period thereafter of five years, the royalty to be collected shall not exceed ten per cent of the sales of the products of locations. nor shall it be less than five per cent of the sales during that period; and thereafter the royalty shall be ten per cent of the sales of the products of locations acquired under the provisions of these regulations.

40. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions.

41. The Minister may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the produce thereof, had possession, and control of the location and of the building, works, machinery and plant not been assumed.

42. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Minister, so long as the said wells continue to yield oil in remunerative quantity.

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43. At the end of each year of the term of the lease the lessee shall furnish a statement, supported by affidavit, showing the number of days during the year that operations were carried on upon the location; the number of men so employed; the character of the work done; the depth attained; the total expenditure incurred; a detailed statement setting out fully the purpose for which such expenditure was incurred; the quantity of crude oil or natural gas obtained and the amount realized from the sale thereof. Failure to furnish such yearly return will render the lessee subject to a fine of ten dollars ($10) a day for each day's delay in furnishing the sworn statement, and after three months' delay the lease shall be subject to cancellation.

44. In the tract of three and one-half (3½) million acres of land in the Peace River district of British Columbia, described in subsection (*b*) of section three of the Dominion Lands Act, every homestead entry and every lease of natural resources in or on Dominion lands shall be made subject to the right of the province to take for road purposes, without compensation, such land as may be required, not exceeding five per cent of the total area, provided the value of any improvements found in the parcel required for road purposes shall be paid for by the province, in accordance with its Act, Chapter 28 of the Statutes of British Columbia, 1917, and any amendment thereto. Provided that this right shall not be held to apply to lands included in a Dominion Park.

45. When a petroleum and natural gas lease, issued under the provisions of these regulations, is cancelled in the records of the Department of the Interior, the rights described in such lease shall not again become available for application under the regulations, but shall be reserved to the Crown for disposal by public auction, after notice has been duly posted in the office of the mining recorder for the district in which the lands are situated, and such other notice given as the Minister of the Interior may direct.

If any person subsequently submits to the mining recorder a request in writing that the oil and gas rights formerly included in the cancelled lease be again made available, and expresses his willingness to pay a bonus in addition to the prescribed rental of such rights, notice may be posted for a period of thirty days in the office of the mining recorder, and such other notice given as the Minister may direct, that the available rights for which application has been made will be disposed of at public auction in the office of the mining recorder at an hour and on a date to be mentioned in the notice, and the procedure shall be that prescribed by the Minister.

The auction shall be conducted by the mining recorder or by such person as he may designate, and the highest or any bid need not necessarily be accepted. The person whose tender may be accepted shall immediately deposit with the mining recorder the amount of the bonus offered, together with the prescribed fee and the rental for the first year of the location applied for. If the location is situated in surveyed territory, he shall immediately file with the mining recorder an application for a lease of the rights in question, prepared in duplicate, and if the location is situated in unsurveyed territory, he shall be given such period as the mining recorder may determine to stake out and make application for such location in the manner prescribed in the regulations. The amount of the bonus paid shall be endorsed on both copies of the form of application.

Provided that if at any time prior to the posting of notice of the disposal at public auction of the rights described in a cancelled petroleum and natural gas lease, the person in whose name such lease stood recorded at the date of cancellation, applies to the mining recorder for the district for reinstatement in the rights which he formerly had to such lease, and tenders the full amount of the rental which should have been paid to maintain the same in good standing, with interest, such person may be reinstated in the right which he formerly had to the lease, if the rights sought to be re-acquired are still available for disposal.

If, however, notice has been posted in accordance with the regulations of the disposal at public auction of the rights included in such cancelled lease, the application made for reinstatement shall be accompanied by the full amount of the rental which should have been paid to maintain such lease in good standing, with interest, which payment shall be retained and treated as a reserved bid

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when the auction is held, and shall be announced as such by the auctioneer at the opening of the sale. In case such applicant is unsuccessful in obtaining reinstatement in the right which he formerly had, the amount thus tendered may then be refunded.

46. Any person who is eligible to acquire a lease under these regulations may personally submit to the mining recorder for the district in which the lands affected lie a statement in writing that to his certain knowledge the requirements of the regulations, as specified in such statement, are not being complied with in connection with any petroleum and natural gas lease of more than eighteen months' standing, and may also submit with such statement, an application for the cancellation of the lease owing to the defaults enumerated.

Upon receipt of an application for the cancellation of a lease notice in writing will be sent to the last known address of the lessee, advising him of the defaults complained of and giving him a period of sixty days from the date of notification within which to remedy the same, or to show cause why the lease should not be cancelled for failure to do so.

In the event of the cancellation of a lease, as a direct result of the statements made and the application for cancellation submitted, the person who made application for cancellation will for a period of thirty days have the first right to obtain a lease of the rights affected under the provisions of these regulations, but without public auction.

FOREST RESERVES

By an Order in Council dated the 29th October, 1920, the foregoing regulations, established by Order in Council dated the 19th January, 1914, as amended by subsequent Orders in Council, were extended and made to apply to lands comprising Dominion forest reserves, as constituted by the Dominion Forest Reserves and Parks Act, assented to on the 19th May, 1911, and amendments thereto, with the exception of such portions of the said reserves as have been proclaimed Dominion parks, and subject to the following special conditions, reservations and restrictions:—

1. The petroleum and natural gas rights, the property of the Crown, in the forest reserves above mentioned, may be acquired under and in accordance with the provisions of the regulations above referred to, excepting that the maximum area located or staked as hereinafter provided may be double the area provided in the above regulations, that is, three thousand eight hundred and forty acres. The claim so located or staked shall be rectangular in shape, except where the boundary of a previously located tract or the boundary of a forest reserve is adopted as a common boundary and the length thereof shall not exceed six miles, nor shall it exceed six times the breadth;

2. The area so located or staked shall be divided into two parts, each of rectangular shape, except as already provided, of equal area as nearly as may be, one of which shall be reserved to the Crown and the locator shall furnish the information and evidence of locating and staking required by section 6 of the regulations aforesaid in respect of the claim as originally staked, and he shall state which half he desires to lease and which half is to be reserved for the Crown. The location to be applied for and the location to be reserved shall be marked on the ground in the manner prescribed by section 6 aforesaid;

3. The applicant shall submit with his application a statement supported by affidavit that from surface indications visible, and from geological information available, the tract selected by him as a Crown reservation is as favourable in all respects for the discovery of petroleum as that which he has applied to lease for that purpose. Any attempt to defraud the Crown by making a false declaration as to the relative value for petroleum purposes of the location applied for and that selected for the Crown may, in the discretion of the Minister, be punished by cancellation of the lease issued or the withdrawal therefrom of a portion of the tract so leased;

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4. On the posts marking the locations the locator shall place the inscriptions required by section 6, and in addition he shall place on the posts marking the location to be reserved to the Crown, the words "Crown Reserve," and shall post on the location selected for the Crown a written or printed notice setting out that it is a Crown reservation.

5. In unsurveyed territory the location shall be staked along its greatest dimensions, and the bearing of the location line shall be given in degrees and minutes;

6. The locator shall submit with his application a plan in duplicate drawn to a scale, showing the position of the location as staked on the ground, the manner in which it has been divided, the position of the half he desires to lease, and the half to be reserved for the Crown. The plan shall contain sufficient data to admit of the position of these locations being shown in their proper position on the records of the department. Unless definite information is furnished as to the exact position of the location so staked the application for a lease will not be considered;

7. In case the lands affected are surveyed lands within the meaning of the Petroleum and Natural Gas Regulations staking shall not be necessary, but the location shall be described by legal subdivision, or regular portions thereof, section, township and range, comprising a definite description of the location applied for and of the location to be reserved to the Crown;

8. The minimum area of a location which may be acquired by lease under the provisions of these regulations shall be eighty acres, but in the case of a location of less than eighty acres, where the petroleum and natural gas rights adjoining it are not available, application for a less area, one-half of which shall be reserved to the Crown, may be granted;

9. If the lease issued to an applicant under the provisions of these regulations is relinquished or cancelled, the location so leased, as well as the reservation created in connection therewith, may, if the Minister so determines, again be open to application under the provisions of these regulations.

10. If, for any reason, it is considered necessary or advisable to have a survey made of any location or locations applied for or leased under these regulations, owing to an alleged conflict of locations, or in order to determine the exact position of such location or locations, or in order to settle any dispute which may arise respecting the same or respecting any location or locations reserved for the Crown, the Minister may direct that such a survey be made by a Dominion Lands Surveyor under proper instructions, and may require payment in advance of the costs of such survey to be made by the applicant for or the recorded owner of the location or locations to be surveyed in whole or in part, or the Minister may require such portion of the payment of the costs as may seem to him just. Failure on the part of the applicant or lessee to make such payment in advance, when called upon to do so by the proper officer of the department, shall render the application or lease subject to immediate cancellation in the discretion of the Minister;

11. Application for a lease of any surface rights within forest reserves required for the efficient operation of the rights which may be acquired under the provisions of these regulations shall be made to the Director of Forestry, or to the officer in charge of the reserve affected. The occupancy of land in a forest reserve shall be under the supervision of the officer in charge thereof;

12. The lessee shall do no unnecessary damage to timber, and shall carefully observe the provisions of the regulations relating to forest reserves, which may be made from time to time;

13. No trees on the reserve shall be cut by the lessee or on his behalf without the permission of the Director of Forestry, and when any trees are cut by him he shall carefully clear the ground of all tops and branches and other débris of such cutting, and shall so dispose of them as to prevent danger from fire, in accordance with the instructions of the officer in charge of the reserve. If

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in order to so dispose of such débris it is necessary to burn it, the lessee shall give due notice of his intention so to do to the officer in charge of the reserve, and before he proceeds to burn such débris shall obtain the consent of such officer; and shall comply with all the conditions imposed by such officer in regard to such burning.

14. The lessee shall cause to be cleared of combustible material such area around any mill or other works constructed or operated by him as may be determined by the forest officer to be necessary, and if in the opinion of the forest officer it is necessary and practicable, the lessee shall construct and maintain a ploughed fire-guard around such area;

15. Every engine operated by the power of steam that is used by the lessee shall be provided with and have in use all the most approved and efficient appliances to prevent the escape of fire from the furnace or ash-pan or from the smoke-stack of such engine, including a spark-arrester in connection with the smoke-stack, which appliances shall be kept properly fitted and in a proper state of repair, and it shall be the duty of every engineer in charge of such engine to use all necessary means and appliances to prevent the escape of fire;

16. The machinery and equipment which the lessee shall be required to install on the location as provided in section 14 of the regulations, shall include a portable fire-engine and equipment, to be maintained in a state of efficiency for immediate use to the satisfaction of the forest officer, together with a reserve of water sufficient for the use of such engine in case of fire;

17. These regulations shall come into force on the sixth day of December, 1920, at the hour of nine o'clock in the forenoon.

Regulations approved by the Minister on the 7th day of February, 1922, under the authority contained in the fourth paragraph of section 29 of these regulations, governing the manner in which boring operations shall be conducted and the manner in which wells shall be operated.

(1) The lessee of a petroleum location upon which boring operations are being carried on, shall be required, under the regulations, to maintain through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate, and one of the copies thereof shall be at all times retained at the well, and shall be open to inspection by the Petroleum Engineer.

(2) The recorded owner of a petroleum location upon which operations are being conducted shall, upon receipt of a request from the Petroleum Engineer, cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at the interval depths required by the Petroleum Engineer. The samples, when taken, shall be accurately tabulated and preserved at the well until collected by or on behalf of the Petroleum Engineer. Bags in which to preserve the said samples and all equipment necessary for collecting the same shall be supplied to the operator by the Petroleum Engineer.

OTTAWA: Printed by F. A. ACLAND, Printer to the King's Most Excellent Majesty. 1926.

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(1)

C A N A D A.

Petroleum and Natural Gas Lease No.....

File No.....

THIS INDENTURE, made in duplicate this day of in the year of our Lord, one thousand nine hundred and

BETWEEN His Majesty King George the Fifth, represented herein by the Superintendent General of Indian Affairs of Canada, hereinafter called "The Superintendent General," of the first part, and

hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the Seventh day of February, in the year of Our Lord, one thousand nine hundred and twenty-seven, regulations were made for the disposal of petroleum and natural gas rights in the provinces of Manitoba, Saskatchewan and Alberta, the Yukon Territory and the Northwest Territories.

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described, the Superintendent General has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto the lessee, for the sole and only purpose of mining

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and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products.

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

TO HAVE AND TO HOLD the same unto the lessee for the term of twenty-one years, to be computed from the day of renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Superintendent General to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted. Yielding and paying therefor the clear yearly rent or sum of One dollar of lawful money of Canada for each and every acre of land comprised within the said lands, payable yearly in advance on the day of in each year of the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at the rate of ten per cent on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

PROVIDED ALWAYS that this demise is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:-

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1. That the lessee shall and will well and truly pay or cause to be paid to the Superintendent General at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provises and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Superintendent General, shewing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Superintendent General to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during the said term, make and deliver to the Superintendent General, or to any officer or agent appointed or instructed by him to collect, obtain or receive the same,

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all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Superintendent General shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf, with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands, mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open, use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when working the same shall keep and preserve the said mines and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of

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the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Superintendent General to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling therainto, such fences or walls to be of a height and character satisfactory to the Superintendent General or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Superintendent General.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole into the coal seams, when in the judgment of the Superintendent General such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained whether

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negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Superintendent General, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the

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Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

15. That if in the opinion of the Superintendent General the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of pre-emption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Superintendent General and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council, relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 Superintendent General (without judicial inquiry) 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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the

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rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C.2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee. the expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Superintendent General" includes the successors in office of the Superintendent General of Indian Affairs.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED,)
In the presence of)
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)
)
As to the signature of the)
Deputy Superintendent General)
of Indian Affairs.)
)
)
)
)
As to the signature of -)
)

Deputy Superintendent General
of Indian Affairs.

Lessee.

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8. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Superintendent General may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Superintendent General. Provided, however, that the Superintendent General shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

9. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Superintendent General with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Superintendent General, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Superintendent General, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars $2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

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File No.....

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, April 11, 1927.

Memo.

Mr. C. S. Williams, -

In connection with our recently enacted Regulations governing the disposal of petroleum and natural gas rights on Indian Reserves in western Canada, it is my desire to adopt a standard form of lease to be used in connection with all applications.

I attach hereto copy of a lease form in use by the Department of the Interior, in connection with the disposal of such rights on Dominion lands. I have adopted this form as a basis, and herewith is a typewritten draft of a lease form which I think may be considered suitable for our purpose. I should be glad, however, if you would look it over at your earliest convenience, for the purpose of advising me whether it properly and legally meets the situation.

A copy of our Regulations recently approved by Order in Council is also attached.

Officer in Charge.

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Petroleum and Natural Gas Lease No.....

File No.....

THIS INDENTURE, made in duplicate this day of in the year of our Lord, one thousand nine hundred and

BETWEEN His Majesty King George the Fifth, represented herein by the Superintendent General of Indian Affairs of Canada, hereinafter called "The Superintendent General", of the first part, and

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hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the Seventh day of February, in the year of Our Lord, one thousand nine hundred and twenty-seven, regulations were made for the disposal of petroleum and natural gas rights in the provinces of Manitoba, Saskatchewan and Alberta, the Yukon Territory and the Northwest Territories.

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described, the Superintendent General has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto the lessee, for the sole and only purpose of mining

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and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products,

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

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TO HAVE AND TO HOLD the same unto the lessee for the term of twenty-one years, to be computed from the day of renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Superintendent General to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted, yielding and paying therefor the clear yearly rent or sum of One dollar of lawful money of Canada for each and every acre of land comprised within the said lands, payable yearly in advance on the day of in each year of the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at the rate of ten per cent on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

PROVIDED ALWAYS that this demise is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:-

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1. That the lessee shall and will well and truly pay or cause to be paid to the Superintendent General at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provisos and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Superintendent General, showing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Superintendent General to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during the said term, make and deliver to the Superintendent General, or to any officer or agent appointed or instructed by him to collect, obtain or receive the same,

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all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Superintendent General shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf, with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands, mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open, use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when working the same shall keep and preserve the said mines and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of

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the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Superintendent General to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling thereinto, such fences or walls to be of a height and character satisfactory to the Superintendent General or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Superintendent General.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole into the coal seams, when in the judgment of the Superintendent General such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained whether

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negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Superintendent General, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the

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Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

15. That if in the opinion of the Superintendent General the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of pre-emption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Superintendent General and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council, relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 Superintendent General (without judicial inquiry) 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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the

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rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And that any notice affecting the tenancy hereunder which the ~~lessor~~ Superintendent General 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C.2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee. the expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Superintendent General" includes the successors in office of the Superintendent General of Indian Affairs.

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IN WITNESS WHEREOF the Deputy of the Superintendent General and the Lessee ~~the parties hereto~~ 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)
Deputy Superintendent General) Deputy Superintendent General
of Indian Affairs.) of Indian Affairs.
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As to the signature of -)
) Lessee.

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CANADA

Petroleum and Natural Gas Lease No.....

File No.....

This Indenture, made in duplicate this

day of in the year of our Lord, one thousand nine hundred

and

BETWEEN His Majesty King George the Fifth, represented herein by the Minister of the Interior of Canada, hereinafter called "The Minister," of the first part, and

hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the nineteenth day of January, in the year of Our Lord, one thousand nine hundred and fourteen, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd of May, 1919, the 3rd of December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922, regulations were made for the disposal of petroleum and natural gas rights, the property of the Crown, in the provinces of Manitoba, Saskatchewan, and Alberta, the Yukon Territory, the Northwest Territories, the Railway Belt in the province of British Columbia, and the three and one-half million acres of land acquired by the Dominion from the province of British Columbia and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, Chapter 20, 7-8 Edward VII, a copy of which regulations is hereto appended.

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described, the Minister has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto the lessee, for the sole and only purpose of mining and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products.

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

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Saving and reserving nevertheless unto His Majesty and his successors the helium of, from, or found combined with, or extractable, or which may be obtained out of, the petroleum and natural gas within or mined, won or produced from or out of the said parcel or tract of land and premises hereinbefore described and granted or demised or intended so to be, together with full power to win, separate and extract the same, and to treat the said petroleum and natural gas or subject the same to any operation or process which may be necessary, effective or advisable for that purpose, and to enter upon, use or occupy the said lands or so much thereof, and to such extent as may be necessary, and to set up and operate any machinery, appliances or plant, and to resort to any process or operation which may be useful for any of the purposes aforesaid.

TO HAVE AND TO HOLD the same unto the lessee for the term of twenty-one years, to be computed from the day of renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Minister of the Interior to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted. Yielding and paying therefor during the first year of the said term unto His Majesty the clear yearly rent or sum of fifty cents of lawful money of Canada for each and every acre of land comprised within the said lands, and for each subsequent year of such term the rent or sum of one dollar ($1), such rent being payable yearly in advance on the day of in each year of the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at such rate as may from time to time be prescribed by Order of the Governor General of Canada in Council on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

PROVIDED ALWAYS that this demise is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:—

1. That the lessee shall and will well and truly pay or cause to be paid to the Minister at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provisos and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Minister, showing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Minister to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way, roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during the said term, make and deliver to the Minister or to any officer or agent appointed or instructed by him to collect, obtain or receive the same, all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Minister shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

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7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf, with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open, use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when working the same shall keep and preserve the said mines and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Minister to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling thereinto, such fences or walls to be of a height and character satisfactory to the Minister or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Minister.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole into the coal seams, when in the judgment of the Minister such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Minister, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

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15. That if in the opinion of the Minister the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of pre-emption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Minister and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council, relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 (without judicial inquiry) 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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C. 2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee; the expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Minister" includes the successors in office of the Minister of the Interior.

IN WITNESS WHEREOF the Deputy of the Minister of the Interior 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

.. ..

.....
for Deputy Minister of the Interior.

And by the lessee in the presence of

....
Witness. *Lessee.*

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Regulations for the disposal of Petroleum and Natural Gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, approved by Order in Council dated the 19th January, 1914, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd May, 1919, the 3rd December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922.

INTERPRETATION

"Minister" shall mean the Minister of the Interior of Canada.

"Adjoining" lands shall be those which are not separated by a section, or by any one of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more of the locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"River" shall mean a stream of water the bed of which is of an average width of 150 feet throughout the portion thereof on which the tract applied for fronts.

1. The petroleum and natural gas rights which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, may be leased to applicants at a rental of fifty (50) cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar ($1.00) an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that during the term of the lease he has complied fully with the conditions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment.

Provided that a person who has been granted a lease for a location, and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided further, however, that such right shall not be granted unless all payments on account of rent or other liability to the Crown, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situated in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its

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breadth. In unsurveyed territory, if at least one of the lines bounding the tract applied for has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on surveyed lands shall be filed by the applicant in person with the Agent of Dominion Lands for the district in which the rights applied for are situated, or with a sub-agent for such district for transmission to the agent, but priority of application shall be based upon the date of the receipt of such application in the office of the Agent of Dominion Lands for the district.

5. If the rights applied for are situated in unsurveyed territory, application for a lease shall be made by the applicant in person to the Agent of Dominion Lands for the district in which the rights applied for are situated, or to a sub-agent for such district, for transmission to the agent.

6. Application for a location situated in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some prominent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

The application shall be accompanied by evidence, supported by affidavit of the locator, to show that the following requirements have been fully complied with:—

(*a*) That the location applied for has been defined on the ground by the locator in person by planting two wooden posts, at least four inches square, and standing not less than four feet above the ground—such posts being numbered "1" and "2" respectively. The distance between post No. "1" and post No. "2" shall not exceed 15,840 feet, and upon each post shall be inscribed the name of the locator and the date of the location. Upon post No. "1" there shall be written, in addition to the foregoing, the words "initial post," the approximate compass bearing of post No. "2" and a statement of the number of feet lying to the right and to the left of the line between post No. "1" and post No. "2." Thus—Initial post, direction of post No. "2"..... feet lie to the right and ..... feet to the left of the line, between post No. "1" and post No. "2."

When the tract which an applicant desires to lease has been located, he shall immediately mark the line between post No. "1" and post No. "2" so that it can be distinctly seen in a timbered locality, by blazing trees and cutting underbrush, and in a locality where there is neither timber nor underbrush he shall set posts of the above dimensions or erect mounds of earth or rock not less than two feet high and two feet in diameter at the base in such a manner that the line may be distinctly seen.

(*b*) All the particulars required to be inscribed on posts No. "1" and No. "2" shall be set out in the application and shall be accompanied by a plan showing the position of the tract in its relation to some prominent topographical feature or other known point, such plan to contain sufficient data to admit of the location being shown definitely on the records of the Department.

(*c*) The locator shall post a written or printed notice on a conspicuous part of the location applied for, setting out his intention to apply within thirty days from the date of such notice for a lease of the petroleum and natural gas rights under the said location.

(*d*) The application shall be accompanied by evidence, supported by the affidavit of the locator, in due form, to show that the above requirement of the regulations have been fully complied with.

7. Rescinded by Order in Council dated the 24th of May, 1915.

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8. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the agent or sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the agent or sub-agent.

9. Where two or more persons lay claim to the same location, or to portions of the same location, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

10. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed shall be made to conform to the Dominion Lands System of Survey, if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions as nearly—as may be—the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed shall be subject to the withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

Provided, however, that upon such withdrawal being made from any location in good standing, the rental paid on the land so withdrawn, in whole or in part, may, in the discretion of the Minister, be refunded to the lessee.

12. The rental for the first year of the location applied for at the rate of fifty (50) cents per acre per annum, shall accompany the application filed in the office of the Agent of Dominion Lands for the district in which the rights applied for are situated, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease, when issued, shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If, during the term of the lease, the lessee shall fail to pay rental in advance for each subsequent year at the rate of one dollar ($1) per acre per annum within thirty days after the date upon which the same became due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of the rights which the lessee had in the said lease.

13. Provided that, if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in writing, and if the lessee, before the end of the year in respect of which application was made, submits evidence to the Land Agent of the district in which the leasehold is situated, supported by affidavit, that during such year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance of rental due, with interest, will render the lease liable to cancellation, as hereinbefore provided.

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14. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Minister may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Minister. Provided, however, that the Minister shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

15. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Minister, with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Minister, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Minister, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

16. The Minister may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected: Provided that such consolidation or grouping shall apply only to the second and third years of the term of the leases, and shall comprise only such leases as may at the time be included in such consolidation or grouping. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 14 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 15 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Minister.

17. The Minister may, in consideration of the expenditure to be incurred by a lessee in boring operations upon one or more of the locations included in a group, grant an extension of time within which to pay the rental for the second and third years of the term of the several leases so included, and upon receipt of the evidence required by section 13 of these regulations, he may deduct from the rental which became due at the beginning of the year in respect of the several locations grouped, the amount expended in actual boring operations on one or more of the locations, exclusive of the cost of machinery and casing. The balance of the rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence or to pay the balance or the rental due, with interest, will render the several leases included in the group liable to cancellation.

18. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

19. The maximum area of the locations which may be included in one consolidation or group shall not exceed 20,000 acres, nor shall the locations so included be separated one from the other by a greater distance than two miles.

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20. The Minister may, upon application, grant a lessee during the second and third years of the term of the lease an extension of time within which to pay the rental and to install the prescribed machinery and equipment, and within which to commence actual boring operations upon the location, or upon a group of locations consolidated under the provisions of these regulations: Provided that evidence to the satisfaction of the Minister is furnished to show that an expenditure equal to that prescribed by these regulations in respect of boring operations, is to be incurred in some other acceptable and necessary form of preliminary development, having for its object the discovery of petroleum or natural gas, by which the interests of the district in which the locations are situated might be materially benefited. Upon receipt of evidence on or before the termination of the year, supported by affidavit and duly corroborated, that such expenditure has been incurred, and that the work done was of a character beneficial to the district, the Minister may deduct the amount of such expenditure from the amount due on account of the rental of the location or locations affected, in the manner prescribed in section 13 of these regulations. In case evidence is not furnished or if furnished is not acceptable to the Minister, the leases shall be subject to immediate cancellation in the discretion of the Minister.

In case an extension of time is granted during the second and third years of the term of a lease within which to install machinery and commence boring operations on any location under the grouping provisions of these regulations, then the provisions of sections 14 and 15 of the regulations shall apply to the fourth year of the term of the lease of such location.

20a. If the expenditure incurred in boring operations on a location or on a number of locations, grouped under the provisions of these regulations, has been accepted in satisfaction of the rental of such locations or group for the second and third years of the term of the lease or of the leases affected, as provided for in sections 13, 17 or 20 of these regulations, the Minister may, in consideration of the further expenditure to be incurred in actual boring operations or the discovery of petroleum or natural gas, grant the lessee an extension of time within which to pay the rental for the fourth and for the fifth years, respectively, of such term, and if the lessee, before the end of the year for which the extension was granted, submits satisfactory evidence, supported by affidavit, to show that during such year actual boring operations have been prosecuted with reasonable diligence upon the location or upon the group of locations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may, in the discretion of the Minister, be deducted from the rental which became due at the beginning of the said year, provided that petroleum and natural gas in paying quantity has not, in the opinion of the Minister, been discovered on the location or on the group of locations affected by such extension.

Upon the receipt of evidence to the satisfaction of the Minister that a lessee has incurred during the term of the lease expenditures in boring operations on, or in the preliminary development of, a location or locations acquired under these regulations, greater than the amount which may be accepted in satisfaction of the rentals of the location or locations affected, without having discovered oil in commercial quantity, the Minister may place to the credit of the lessee such portion of the excess expenditures shown to have been incurred as he may consider advisable, and may apply such credit or such portion thereof as he may decide to the payment of the rentals of petroleum and natural gas locations acquired under these regulations, standing recorded in the name of such lessee, upon which oil has not been found; subject to the conditions, however, that the lessee shall continue to prosecute active boring operations to an extent proportionate, in the opinion of the Minister, to the credit to be established and to the satisfaction of the Minister; and subject also to the condition that as soon as the Minister shall decide that oil in commercial quantity has been discovered on a location or group of locations, no further payment of the rentals of such locations shall be made from the credit so established. If the lessee fails to continue and to actively prosecute the additional prospecting operations in the manner prescribed, the credit so established shall be subject to reduction or withdrawal, in the discretion of the Minister.

21. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without

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the permission of the Minister being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

22. In case the surface rights of a petroleum and natural gas location have been patented, or have been disposed of by the Crown under any Act or regulation which contemplates the earning of patent for such surface rights, and the lessee of the petroleum and natural gas rights cannot make an arrangement with the owner of such surface rights, or with his agent, or the occupant thereof, for entry upon the location, or for the acquisition of such interest in the surface rights as may be necessary for the efficient and economical operation of the rights acquired under his lease, he may, provided the mineral rights in the land affected with access thereto and the right to use and occupy such portion of the land as may be necessary for the effectual working of the minerals therein have been reserved to the Crown in the original grant of the surface rights, apply to the Minister for permission to submit the matter in dispute to arbitration. Upon receiving such permission in writing, it shall be lawful for the lessee to give notice to the owner, or his agent, or the occupant, to appoint an arbitrator within a period of sixty days from the date of such notice, to act with another arbitrator named by the lessee, in order to determine what portion of the surface rights the lessee may reasonably acquire:—

(*a*) For the efficient and economical operation of the rights and privileges granted him under his lease;

(*b*) The exact position thereof, and

(*c*) The amount of compensation to which the owner or occupant shall be entitled.

23. The notice mentioned in this section shall be according to a form to be obtained upon application to the Agent of Dominion Lands for the district in which the land in question is situated, and shall, when practicable, be personally served on the owner of such land, or his agent, if known, or the occupant thereof, and after reasonable efforts have been made to effect personal service without success, then such notice shall be served by leaving it at or sending it by registered mail to the last known place of abode or address of the owner, agent or occupant, and by posting a copy of the same in the office of the Agent of Dominion Lands for the district in which the land in question is situate. Such notice shall be ten days if the owner, or his agent, resides in the district in which the land is situate; if out of the district and if in the province or territory, twenty days, and if out of the province or territory, thirty days, before the expiration of the time limited in such notice. If the owner, or his agent, or the occupant of the land refuses or declines to appoint an arbitrator, or when, for any reason, no arbitrator is so appointed in the time limited therefor in the notice provided for by this section, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith, on being satisfied by affidavit that such notice has come to the knowledge of such owner, agent or occupant, or that such owner, agent or occupant, wilfully evades the service of such notice, or cannot be found, and that reasonable efforts have been made to effect such service, and that the notice was left at the last place of abode or known address of such owner, agent or occupant, as above provided, appoint an arbitrator on his behalf.

24. In case the two arbitrators cannot agree upon the award to be made, they may, within a period of ten days from the date of the appointment of the second arbitrator, select a third arbitrator, and when such two arbitrators cannot agree upon a third arbitrator, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith select such third arbitrator.

25. All the arbitrators appointed under the authority of these regulations shall be sworn before a justice of the peace to the impartial discharge of the duties assigned to them, and after due consideration of the rights of the owner and the needs of the lessee they shall decide as to the particular portion of the surface rights which the latter may reasonably acquire for the efficient and economical operation of the rights and privileges granted him under his lease, the area thereof, and the amount of compensation therefor to which the owner or occupant shall be entitled.

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26. In making such valuation the arbitrators shall determine the value of the land irrespective of any enhancement thereof from the existence of minerals thereunder.

27. The award of any of two such arbitrators made in writing shall be final, and shall be filed with the Agent of Dominion Lands for the district in which the land is situate, within twenty days from the date of the appointment of the last arbitrator. Upon the order of the Minister the award of the arbitrators shall immediately be carried into effect.

28. The arbitrators shall be entitled to be paid a per diem allowance of five dollars ($5) together with their necessary travelling and living expenses, while engaged in the arbitration, and the cost of such arbitration shall be in the discretion of the arbitrators.

29. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should salt water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Minister, close the well at such a depth as may prevent such water from gaining access to the oil-bearing formation.

The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Minister may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Minister.

29a. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Minister may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Crown in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Minister may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Minister in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

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1. The particular point on the location at which operations are to be conducted.

2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Minister.

3. The size and weight of casing to be used.

4. The kind of drilling rig to be employed.

5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee to so notify the Minister of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Minister in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Minister, or from such officer as the Minister may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well—if he has not already done so—and submit a declaration containing the following information:—

1. The approximate date upon which the proposed abandonment or removal shall begin.

2. The quantity and size of casing in the well.

3. The quantity and size of casing proposed to be removed.

4. The depth at which water was encountered.

5. The manner in which water has been or will be effectively shut off.

6. The depth at which natural gas was encountered.

7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

30. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Crown, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

31. The lease shall in all cases include only the oil and natural gas, the property of the Crown, in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar ($1) an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Minister may consider necessary for the efficient and economical working of the rights granted him.

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32. Rescinded by an amendment to the Dominion Lands Act assented to on the 12th of June, 1914, Chap. 27, 4-5 George V.

33. If it is not established to the satisfaction of the Minister that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Minister.

34. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described in the lease, except in accordance with regulations duly approved by the Minister.

35. A fee of five dollars ($5) shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

36. The lease shall be in such form as may be determined by the Minister of the Interior, in accordance with the provisions of these regulations.

37. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, without the consent in writing of the Minister being first had and obtained.

38. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Crown of such royalty thereon as may from time to time be fixed by the Governor in Council, the royalty to be collected in such manner as may be specified by the Minister.

39. A royalty at such rate as may from time to time be specified by Order in Council may be levied and collected on the natural gas products of the leasehold. For a period of five years after the date upon which the Minister of the Interior may decide that oil in commercial quantity has been discovered on lands acquired under the provisions of these regulations, the royalty to be collected by the Crown shall not exceed five per cent of the output or five per cent of the sales of the products of locations so acquired, as may be decided by the Minister, nor shall it be less than two and one-half per cent of such sales during that period. For a further period thereafter of five years, the royalty to be collected shall not exceed ten per cent of the sales of the products of locations. nor shall it be less than five per cent of the sales during that period; and thereafter the royalty shall be ten per cent of the sales of the products of locations acquired under the provisions of these regulations.

Royalty

40. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions.

41. The Minister may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the produce thereof, had possession, and control of the location and of the building, works, machinery and plant not been assumed.

42. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Minister, so long as the said wells continue to yield oil in remunerative quantity.

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43. At the end of each year of the term of the lease the lessee shall furnish a statement, supported by affidavit, showing the number of days during the year that operations were carried on upon the location; the number of men so employed; the character of the work done; the depth attained; the total expenditure incurred; a detailed statement setting out fully the purpose for which such expenditure was incurred; the quantity of crude oil or natural gas obtained and the amount realized from the sale thereof. Failure to furnish such yearly return will render the lessee subject to a fine of ten dollars ($10) a day for each day's delay in furnishing the sworn statement, and after three months' delay the lease shall be subject to cancellation.

44. In the tract of three and one-half (3½) million acres of land in the Peace River district of British Columbia, described in subsection (*b*) of section three of the Dominion Lands Act, every homestead entry and every lease of natural resources in or on Dominion lands shall be made subject to the right of the province to take for road purposes, without compensation, such land as may be required, not exceeding five per cent of the total area, provided the value of any improvements found in the parcel required for road purposes shall be paid for by the province, in accordance with its Act, Chapter 28 of the Statutes of British Columbia, 1917, and any amendment thereto. Provided that this right shall not be held to apply to lands included in a Dominion Park.

45. When a petroleum and natural gas lease, issued under the provisions of these regulations, is cancelled in the records of the Department of the Interior, the rights described in such lease shall not again become available for application under the regulations, but shall be reserved to the Crown for disposal by public auction, after notice has been duly posted in the office of the mining recorder for the district in which the lands are situated, and such other notice given as the Minister of the Interior may direct.

If any person subsequently submits to the mining recorder a request in writing that the oil and gas rights formerly included in the cancelled lease be again made available, and expresses his willingness to pay a bonus in addition to the prescribed rental of such rights, notice may be posted for a period of thirty days in the office of the mining recorder, and such other notice given as the Minister may direct, that the available rights for which application has been made will be disposed of at public auction in the office of the mining recorder at an hour and on a date to be mentioned in the notice, and the procedure shall be that prescribed by the Minister.

The auction shall be conducted by the mining recorder or by such person as he may designate, and the highest or any bid need not necessarily be accepted. The person whose tender may be accepted shall immediately deposit with the mining recorder the amount of the bonus offered, together with the prescribed fee and the rental for the first year of the location applied for. If the location is situated in surveyed territory, he shall immediately file with the mining recorder an application for a lease of the rights in question, prepared in duplicate, and if the location is situated in unsurveyed territory, he shall be given such period as the mining recorder may determine to stake out and make application for such location in the manner prescribed in the regulations. The amount of the bonus paid shall be endorsed on both copies of the form of application.

Provided that if at any time prior to the posting of notice of the disposal at public auction of the rights described in a cancelled petroleum and natural gas lease, the person in whose name such lease stood recorded at the date of cancellation, applies to the mining recorder for the district for reinstatement in the rights which he formerly had to such lease, and tenders the full amount of the rental which should have been paid to maintain the same in good standing, with interest, such person may be reinstated in the right which he formerly had to the lease, if the rights sought to be re-acquired are still available for disposal.

If, however, notice has been posted in accordance with the regulations of the disposal at public auction of the rights included in such cancelled lease, the application made for reinstatement shall be accompanied by the full amount of the rental which should have been paid to maintain such lease in good standing, with interest, which payment shall be retained and treated as a reserved bid

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when the auction is held, and shall be announced as such by the auctioneer at the opening of the sale. In case such applicant is unsuccessful in obtaining reinstatement in the right which he formerly had, the amount thus tendered may then be refunded.

46. Any person who is eligible to acquire a lease under these regulations may personally submit to the mining recorder for the district in which the lands affected lie a statement in writing that to his certain knowledge the requirements of the regulations, as specified in such statement, are not being complied with in connection with any petroleum and natural gas lease of more than eighteen months' standing, and may also submit with such statement, an application for the cancellation of the lease owing to the defaults enumerated.

Upon receipt of an application for the cancellation of a lease notice in writing will be sent to the last known address of the lessee, advising him of the defaults complained of and giving him a period of sixty days from the date of notification within which to remedy the same, or to show cause why the lease should not be cancelled for failure to do so.

In the event of the cancellation of a lease, as a direct result of the statements made and the application for cancellation submitted, the person who made application for cancellation will for a period of thirty days have the first right to obtain a lease of the rights affected under the provisions of these regulations, but without public auction.

FOREST RESERVES

By an Order in Council dated the 29th October, 1920, the foregoing regulations, established by Order in Council dated the 19th January, 1914, as amended by subsequent Orders in Council, were extended and made to apply to lands comprising Dominion forest reserves, as constituted by the Dominion Forest Reserves and Parks Act, assented to on the 19th May, 1911, and amendments thereto, with the exception of such portions of the said reserves as have been proclaimed Dominion parks, and subject to the following special conditions, reservations and restrictions:—

1. The petroleum and natural gas rights, the property of the Crown, in the forest reserves above mentioned, may be acquired under and in accordance with the provisions of the regulations above referred to, excepting that the maximum area located or staked as hereinafter provided may be double the area provided in the above regulations, that is, three thousand eight hundred and forty acres. The claim so located or staked shall be rectangular in shape, except where the boundary of a previously located tract or the boundary of a forest reserve is adopted as a common boundary and the length thereof shall not exceed six miles, nor shall it exceed six times the breadth;

2. The area so located or staked shall be divided into two parts, each of rectangular shape, except as already provided, of equal area as nearly as may be, one of which shall be reserved to the Crown and the locator shall furnish the information and evidence of locating and staking required by section 6 of the regulations aforesaid in respect of the claim as originally staked, and he shall state which half he desires to lease and which half is to be reserved for the Crown. The location to be applied for and the location to be reserved shall be marked on the ground in the manner prescribed by section 6 aforesaid;

3. The applicant shall submit with his application a statement supported by affidavit that from surface indications visible, and from geological information available, the tract selected by him as a Crown reservation is as favourable in all respects for the discovery of petroleum as that which he has applied to lease for that purpose. Any attempt to defraud the Crown by making a false declaration as to the relative value for petroleum purposes of the location applied for and that selected for the Crown may, in the discretion of the Minister, be punished by cancellation of the lease issued or the withdrawal therefrom of a portion of the tract so leased;

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4. On the posts marking the locations the locator shall place the inscriptions required by section 6, and in addition he shall place on the posts marking the location to be reserved to the Crown, the words "Crown Reserve," and shall post on the location selected for the Crown a written or printed notice setting out that it is a Crown reservation.

5. In unsurveyed territory the location shall be staked along its greatest dimensions, and the bearing of the location line shall be given in degrees and minutes;

6. The locator shall submit with his application a plan in duplicate drawn to a scale, showing the position of the location as staked on the ground, the manner in which it has been divided, the position of the half he desires to lease, and the half to be reserved for the Crown. The plan shall contain sufficient data to admit of the position of these locations being shown in their proper position on the records of the department. Unless definite information is furnished as to the exact position of the location so staked the application for a lease will not be considered;

7. In case the lands affected are surveyed lands within the meaning of the Petroleum and Natural Gas Regulations staking shall not be necessary, but the location shall be described by legal subdivision, or regular portions thereof, section, township and range, comprising a definite description of the location applied for and of the location to be reserved to the Crown;

8. The minimum area of a location which may be acquired by lease under the provisions of these regulations shall be eighty acres, but in the case of a location of less than eighty acres, where the petroleum and natural gas rights adjoining it are not available, application for a less area, one-half of which shall be reserved to the Crown, may be granted;

9. If the lease issued to an applicant under the provisions of these regulations is relinquished or cancelled, the location so leased, as well as the reservation created in connection therewith, may, if the Minister so determines, again be open to application under the provisions of these regulations.

10. If, for any reason, it is considered necessary or advisable to have a survey made of any location or locations applied for or leased under these regulations, owing to an alleged conflict of locations, or in order to determine the exact position of such location or locations, or in order to settle any dispute which may arise respecting the same or respecting any location or locations reserved for the Crown, the Minister may direct that such a survey be made by a Dominion Lands Surveyor under proper instructions, and may require payment in advance of the costs of such survey to be made by the applicant for or the recorded owner of the location or locations to be surveyed in whole or in part, or the Minister may require such portion of the payment of the costs as may seem to him just. Failure on the part of the applicant or lessee to make such payment in advance, when called upon to do so by the proper officer of the department, shall render the application or lease subject to immediate cancellation in the discretion of the Minister;

11. Application for a lease of any surface rights within forest reserves required for the efficient operation of the rights which may be acquired under the provisions of these regulations shall be made to the Director of Forestry, or to the officer in charge of the reserve affected. The occupancy of land in a forest reserve shall be under the supervision of the officer in charge thereof;

12. The lessee shall do no unnecessary damage to timber, and shall carefully observe the provisions of the regulations relating to forest reserves, which may be made from time to time;

13. No trees on the reserve shall be cut by the lessee or on his behalf without the permission of the Director of Forestry, and when any trees are cut by him he shall carefully clear the ground of all tops and branches and other débris of such cutting, and shall so dispose of them as to prevent danger from fire, in accordance with the instructions of the officer in charge of the reserve. If

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in order to so dispose of such débris it is necessary to burn it, the lessee shall give due notice of his intention so to do to the officer in charge of the reserve, and before he proceeds to burn such débris shall obtain the consent of such officer; and shall comply with all the conditions imposed by such officer in regard to such burning.

14. The lessee shall cause to be cleared of combustible material such area around any mill or other works constructed or operated by him as may be determined by the forest officer to be necessary, and if in the opinion of the forest officer it is necessary and practicable, the lessee shall construct and maintain a ploughed fire-guard around such area;

15. Every engine operated by the power of steam that is used by the lessee shall be provided with and have in use all the most approved and efficient appliances to prevent the escape of fire from the furnace or ash-pan or from the smoke-stack of such engine, including a spark-arrester in connection with the smoke-stack, which appliances shall be kept properly fitted and in a proper state of repair, and it shall be the duty of every engineer in charge of such engine to use all necessary means and appliances to prevent the escape of fire;

16. The machinery and equipment which the lessee shall be required to install on the location as provided in section 14 of the regulations, shall include a portable fire-engine and equipment, to be maintained in a state of efficiency for immediate use to the satisfaction of the forest officer, together with a reserve of water sufficient for the use of such engine in case of fire;

17. These regulations shall come into force on the sixth day of December, 1920, at the hour of nine o'clock in the forenoon.

Regulations approved by the Minister on the 7th day of February, 1922, under the authority contained in the fourth paragraph of section 29 of these regulations, governing the manner in which boring operations shall be conducted and the manner in which wells shall be operated.

(1) The lessee of a petroleum location upon which boring operations are being carried on, shall be required, under the regulations, to maintain through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate, and one of the copies thereof shall be at all times retained at the well, and shall be open to inspection by the Petroleum Engineer.

(2) The recorded owner of a petroleum location upon which operations are being conducted shall, upon receipt of a request from the Petroleum Engineer, cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at the interval depths required by the Petroleum Engineer. The samples, when taken, shall be accurately tabulated and preserved at the well until collected by or on behalf of the Petroleum Engineer. Bags in which to preserve the said samples and all equipment necessary for collecting the same shall be supplied to the operator by the Petroleum Engineer.

OTTAWA: Printed by F. A. ACLAND, Printer to the King's Most Excellent Majesty, 1926.

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C A N A D A.

Petroleum and Natural Gas Lease No.....

File No.....

THIS INDENTURE, made in duplicate this

day of in the year of

our Lord, one thousand nine hundred and

BETWEEN His Majesty King George the Fifth, represented herein by the Superintendent General of Indian Affairs of Canada, hereinafter called "The Superintendent General," of the first part, and

hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the Seventh day of February, in the year of Our Lord, one thousand nine hundred and twenty-seven, regulations were made for the disposal of petroleum and natural gas rights in the provinces of Manitoba, Saskatchewan and Alberta, the Yukon Territory and the Northwest Territories.

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described the Superintendent General has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto

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the lessee, for the sole and only purpose of mining and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products, ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

TO HAVE AND TO HOLD the same unto the lessee for the term of twenty-one years, to be computed from the day of renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Superintendent General to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted, yielding and paying therefor the clear yearly rent or sum of One dollar of lawful money of Canada for each and every acre of land comprised within the said lands, payable yearly in advance on the day of in each year of the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at the rate of ten per cent on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

PROVIDED ALWAYS that this demise is granted

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upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:-

1. That the lessee shall and will well and truly pay or cause to be paid to the Superintendent General at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions provisos and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Superintendent General, showing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Superintendent General to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way, roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during

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the said term, make and deliver to the Superintendent General, or to any officer or agent appointed or instructed by him to collect, obtain or receive the same, all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Superintendent General shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands, mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when

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working the same shall keep and preserve the said mines and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Superintendent General to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling thereinto, such fences or walls to be of a height and character satisfactory to the Superintendent General or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Superintendent General.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole

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into the coal seams, when in the judgment of the Superintendent General such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Superintendent General, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building

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and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

15. That if in the opinion of the Superintendent General the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of preemption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Superintendent General and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 Superintendent General (without judicial inquiry) by

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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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And that any notice affecting the tenancy hereunder which the Superintendent General 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C. 2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as

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provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee. The expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Superintendent General" includes the successors in office of the Superintendent General of Indian Affairs.

IN WITNESS WHEREOF the Deputy of the Superintendent General 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 Deputy of the Superintendent General of Indian Affairs.	..... Deputy of the Superintendent General of Indian Affairs.
As to the signature of the lessee.	..... Lessee

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CANADA

File No. 20,001

Department of Indian Affairs

Canada

Lands and Timber Branch

Memo.

Ottawa, April 27, 1927.

Deputy Superintendent General,-

I beg to submit for your approval copy of a draft lease which I propose using in connection with the disposition of oil and gas rights on Indian Reserves in western Canada. The draft has been carefully reviewed by Mr. Williams, our Departmental Solicitor, and he considers it quite satisfactory for the purpose. For the present I intend to make use of some copies which have been made on the mimeograph, but I should like to have your authority to have a number of copies printed.

Officer in Charge.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20007

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DEPARTMENT OF INDIAN AFFAIRS
JUL 3 1927
RECORDS

R

Lapoll

July 8.1927.

Indian affairs dep't.,
Ottawa,
Ontario.

Dear Sirs,

Kindly send us the pamphlet Regulations re petroleum and natural gas rights on Indian reserves.

Thanking you in anticipation,

Yours very truly,

Alexander Calhoun
per A.McDonald

3 - Sent 16 July 1927
RGC

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
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CANADA

20001

FRANK STEPHEN STRATTAN
529 WOODLAND WEST
FERNDALE, MICHIGAN

July 21. 1927

DEPT. OF INDIAN AFFAIRS
JUL 25 1927
RECORDS

Hon. Commissioner of Indian Affairs
Ottawa, Ontario.

Dear Sir:-

Will you please advise me what procedure needs be followed to obtain oil and gas leases on Indian lands or reservations in Ontario.

Thanking you, I am

Yours very truly
Frank S. Strattan

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
PUBLIC ARCHIVES
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CANADA

20001

Ottawa. July 30th.1927.

Sir:-

In reply to your letter of the 21st. inst.making inquiry as to the procedure to be followed with regard to oil and gas leases on Indian Reserves, I enclose herewith copy of the Oil & Gas Regulations which gives the information you require.

Your obedient servant,

In Charge
Lands & Timber Branch.
(J.C.Caldwell)

Frank S.Strattan Esq.
529 Woodland West
Ferndale. Michigan. U.S.A.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

IL.COPY.Original on File 9742 ML

GORDON W. SCOTT
Barrister and Solicitor

Phone, Seymour 979

Room 12, Commerce Building
640 Hastings Street West
Vancouver, B.C.

July 26th, 1927.

Department of Interior,
Ottawa, Canada.

Sirs:

Will you kindly inform me in regard to the following matters.

Can undivided interests in Petroleum and Natural Gas rights pertaining to Dominion Government lands and Indian reserve lands be sold, and if so, are such interests registerable? If such interests are registerable, what is the procedure?

Yours truly,

(sgd) G.W.Scott

GWS/KB

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

20001-1

WHEN REPLYING ADDRESS SUPERINTENDENT OF THE MINING LANDS BRANCH

JWL/TL

PLEASE QUOTE FILE No. 9742 M.L.

DEPARTMENT OF THE INTERIOR
CANADA

MINING LANDS BRANCH

OTTAWA, 5th August, 1927

Sir:

I beg to enclose herewith a copy of a communication which has been received from Mr. Gordon W. Scott, Barrister of Vancouver, in which he asks for certain information respecting assignments of petroleum and natural gas rights in Dominion Lands and Indian Reserves. Mr. Scott has been furnished with the necessary information respecting assignments affecting Dominion Lands and has been informed that a copy of his communication has been forwarded to your Department for attention.

Encl.

Your obedient servant,

H H Rowatt.

Superintendent per JWL

The Deputy and Secretary,
Department of Indian Affairs,
Booth Building,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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CANADA

20001-1

Ottawa, Aug.10th.1927.

Sir:-

With reference to that portion of your letter of the 26th.ult.addressed to the Department of the Interior concerning oil and gas rights on Indian Reserves,I enclose herewith copy of regulations for the disposal of oil and gas rights on Indian Reserves, which gives the information you require.

Your obedient servant,

In charge
Lands & Timber Branch.
(J.C.Caldwell)

G.W.Scott Esq.
Barrister etc.
Room 12,Commerce Bldg.
640 Hastings St.West.
Vancouver, B.C.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001-1

File

August 22nd. 1927.

Dear Dr. Murray,

At Dr. Scott's request I am sending you under separate cover a copy of the Morris Treaties and Surrenders and also a copy of the Departmental Oil Regulations.

Yours very truly,

A. F. M.

Acting Asst. Deputy and Secretary.

Dr. T. F. Murray,
Indian Agent,
Calgary, Alta.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

MEMORANDUM.

March 5, 1928.

Mr. Pratt,-

While the attached letter addressed to the Minister by Mr. A. J. McLay, of Shelby, Montana, has been forwarded to this Department for reply, it should, in fact, be referred to some official of the Department of the Interior for attention.

In the first paragraph of Mr. McLay's letter reference is, of course, made to the Blackfoot Reserve, but during his recent visit to Ottawa he was furnished with all necessary information concerning this matter. The subject referred to in the remaining two paragraphs of the letter cannot, of course, be dealt with by this Department.

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

File No.

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, March 27, 1928.

Memo.

R

Deputy Superintendent General,-

I am not in a position to prepare a draft reply for the Minister's signature, to the attached letter addressed to him by Mr. A. J. McLay, of Shelby, Montana, as I understand it is the Minister's desire to have our oil and gas regulations amended somewhat, in order that they may more completely conform to those in effect on Dominion lands. The proposed amendments which I believe the Minister has in mind, deal particularly with the question of rental for the first year, and the credit of expenditure in development, in lieu of rental.

I spoke to you briefly about this matter recently, and possibly you may consider it advisable to have some discussion with the Minister at some convenient time. The Minister might then indicate the nature of a reply which we should prepare for him to the letter herewith.

Officer in Charge

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

R

Memorandum.-

April 3, 1928.

Mr. Pratt.

Incl.

With reference to letter of the 12th ultimo from Mr. A. J. McLay, Shelby, Montana, to the Minister, which I am returning herewith, I beg to say that we have not prepared a draft reply for the Minister's signature as it is understood here that the Minister desires to have our oil and gas regulations amended somewhat in order that they may more completely conform to those in effect on Dominion lands. The proposed amendments would deal particularly with the question of rental for the first year and the credit of expenditure in development in lieu of rental. Possibly it might be considered advisable to discuss the matter with the Minister at some convenient time, when he might indicate the nature of a reply we should prepare to the letter herewith.

(sd) A.S. Williams

Acting Deputy Superintendent General.

Not issued.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

CANADA

Petroleum and Natural Gas Lease No. .....

File No. .....

This Indenture, made in duplicate this day of in the year of our Lord, one thousand nine hundred and

BETWEEN His Majesty King George the Fifth, represented herein by the Superintendent General of Indian Affairs of Canada, hereinafter called "The Superintendent General," of the first part, and

hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the Seventh day of February, in the year of Our Lord, one thousand nine hundred and twenty-seven, regulations were made for the disposal of petroleum and natural gas rights on Indian Reserves in the provinces of Manitoba, Saskatchewan and Alberta, the Yukon Territory and the Northwest Territories.

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described, the Superintendent General has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto the lessee, for the sole and only purpose of mining and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products, ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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TO HAVE AND TO HOLD the same unto the lessee for the term of twenty-one years, to be computed from the day of renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Superintendent General to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted, yielding and paying therefore the clear yearly rent or sum of One Dollar of lawful money of Canada for each and every acre of land comprised within the said lands, payable yearly in advance on the day of in each year of the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at the rate of ten per cent on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

PROVIDED ALWAYS that this demise is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:—

1. That the lessee shall and will well and truly pay or cause to be paid to the Superintendent General at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provisos and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Superintendent General, showing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Superintendent General to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way, roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during the said term, make and deliver to the Superintendent General, or to any officer or agent appointed or instructed by him to collect, obtain or receive the same, all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Superintendent General shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands, mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open, use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when working the same shall keep and preserve the said mines

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

KODAK SAFETY

and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Superintendent General to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling thereinto, such fences or walls to be of a height and character satisfactory to the Superintendent General or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Superintendent General.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole into the coal seams, when in the judgment of the Superintendent General such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Superintendent General, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

15. That if in the opinion of the Superintendent General the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of pre-emption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Superintendent General and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 Superintendent General (without judicial inquiry) 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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And that any notice affecting the tenancy hereunder which the Superintendent General 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C. 2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee. The expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Superintendent General" includes the successors in office of the Superintendent General of Indian Affairs.

IN WITNESS WHEREOF the Deputy of the Superintendent General 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 Deputy of the Superintendent General of Indian Affairs.	..... Deputy of the Superintendent General of Indian Affairs.
As to the signature of the lessee.	..... Lessee.

OTTAWA: Printed by F. A. ACLAND, Printer to the King's Most Excellent Majesty, 1927.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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"The petroleum and natural gas rights on "any Indian Reserve.....may be leased to "applicants at a rental of One dollar an acre "per annum, payable yearly in advance.....

It has been represented to the Department that the rental of One dollar per acre for the first year during the term of any lease issued by this Department is too high, in that it is scarcely possible for any actual development to be undertaken during the first year of a lease. This fact alone, it is stated, is somewhat of a hardship upon holders of leases, demanding as it does in most cases a heavy initial expenditure. In any case, oil and gas development on Indian Reserves is so closely interrelated with development on adjoining Dominion lands, that it is felt the regulations should be uniform and identical in this respect.

With regard to the second suggested amendment, it is provided in the regulations now in effect on Dominion lands, in section 13, as follows,-

"Provided that, if the lessee.....submits "evidence to the Land Agent of the district in "which the leasehold is situated supported by "affidavit, that during such year actual boring "operations have been prosecuted upon his lease-"hold.....the amount expended in such boring "operations, exclusive of the cost of machinery "and casing, may be deducted from the rental which "became due at the beginning of the said year."

The regulations at present in effect on Indian Reserves do not make provision for the crediting of expenditure in boring operations in lieu of rental.

In so far as concerns this second suggested amendment, I do not think the Department could reasonably offer any serious objection to its adoption. When drafting our regulations in the first place, it was our primary object and intention to administer these Indian resources in such manner as would produce the greatest possible return and revenue for the Indian owners. It can, however, be argued successfully that ultimately the greater revenue will, or should be obtained following actual development, and by the payment of royalty on production rather than in the payment of annual rentals. If the adoption of an amendment of this character would

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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be an inducement to actual development, and such appears to be the case, then I would be quite willing to recommend that our present regulations should be amended accordingly. Further, it is possible also that the Department would likewise benefit by the adoption of the first suggested amendment dealing with the amount of rental collectible for the first year of any lease. If these suggested amendments meet with your approval, and it is your wish, I shall be very glad to see that the necessary amendments are drafted and submitted for approval by Order in Council.

Duncan C. Scott

Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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File 20,001.

Letter by

MEMORANDUM.

May 1, 1928.

The Honorable,
The Superintendent General,-

I am returning attached hereto some correspondence and other documents with reference to the question of the advisability of making some minor changes in our Departmental oil and gas regulations. I desire to call your attention particularly to Mr. McLay's letter to you of March 12th last, and the explanation in reply to Mr. Pratt, to the effect that no definite statement could be made in response to Mr. McLay's request without first consulting with you in the matter. With one or two exceptions of any importance, the Oil and Gas Regulations applicable to Indian Reserves in Western Canada, and which were made effective by Order in Council dated the 7th of February of last year are uniform with the regulations now in effect on Dominion lands.
On a number of occasions, however, parties interested in oil and gas development have represented to the Department and to yourself, I believe, that our regulations should be amended, first, with regard to the rental demanded for the first year of a lease, and second, that expenditure in development should be, in part at least, credited to rental.

With regard to the first suggested amendment, I may say that the regulations in effect on Dominion lands state as follows,-

"The petroleum and natural gas rights which "are the property of the Crown.....may be leased "to applicants at a rental of fifty cents an acre "for the first year, and for each subsequent year "a rental at the rate of One dollar an acre, "payable yearly in advance."

The regulations at present in effect on Indian Reserves state as follows,-

Oil

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Oil Producers Corporation

G. JE[illegible]SON, President
A. J. M[illegible], Vice President
C. M[illegible], Treasurer
Directors:
F. O. DELL M. McLAY
JOHN BROATCH
A. McINROY

Montana Office:
P. O. Box 461 - Telephone 162
Shelby, Montana

Canada Office:
408 McLean Block - Phone Main 1789
Calgary, Alta.

Secretaries:
Montana
M. McLAY
Canada
W. KEMP

MINISTER'S OFFICE
MAR 17 1928
DEPT. OF INTERIOR

Referred to the Deputy
Minister of Indian Affairs
MAR 17 1928
FOR ~~ATTENTION~~
DRAFT REPLY
PRIV. SEC'Y.

Shelby, Montana,
March 12th 1928.

Dear Mr. Stewart:

When I was in Ottawa this year, in January, I discussed with you the question of a lease on the Indian Reserve at Gleichen, Alberta, and at that time made application for 5760 acres.

When this application was made I understood that some changes were to be made in the regulations covering Indian Reserve Leases and that we were to receive a lease on practically the same terms as the ordinary Government Petroleum and Natural Gas Lease.

We expect to be able to start developments in the Gleichen District in the near future and would like to have a definite understanding as to what we may expect as regards a lease on the Reserve there.

I will appreciate it very much if you can give me some information in this connection at your earliest convenience so that we may make our plans for development there.

Yours very truly,

A J McLay

Hon. Chas. Stewart,
Minister of the Interior,
Parliament Buildings,
Ottawa, Ontario.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
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DEPARTMENT OF INDIAN AFFAIRS
CANADA

MINISTER'S OFFICE
APR 4 1928
DEPT. OF INTERIOR

OFFICE OF THE
DEPUTY SUPERINTENDENT GENERAL
OTTAWA

April 3, 1928.

Memorandum,-

Mr. Pratt.

Incl.

With reference to letter of the 12th ultimo from Mr. A. J. McLay, Shelby, Montana, to the Minister, which I am returning herewith, I beg to say that we have not prepared a draft reply for the Minister's signature as it is understood here that the Minister desires to have our oil and gas regulations amended somewhat in order that they may more completely conform to those in effect on Dominion lands. The proposed amendments would deal particularly with the question of rental for the first year and the credit of expenditure in development in lieu of rental. Possibly it might be considered advisable to discuss the matter with the Minister at some convenient time, when he might indicate the nature of a reply we should prepare to the letter herewith.

C. S. Williams

Acting Deputy Superintendent General.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

S.

Ottawa, Ontario,
7th April, 1928.

Dear Mr. Maley,

Before leaving for the Easter holidays, Mr. Stewart asked me to acknowledge the receipt of your letter of the 12th ultimo with reference to your desire to secure a lease on the Indian Reserve at Gleichen, Alta.

The officials of the Department have this matter ready for discussion with the Minister and it is hoped that shortly after his return the matter will be gone into and it will be decided just what action is to be taken in regard to the leasing of lands on Indian Reserves. Mr. Stewart will then communicate with you and advise you fully as to what action will be taken on your application for a lease of the Reserve at Gleichen.

Yours very truly,

W.J.F. Pratt,
Private Secretary.

A. J. Maley, Esq.,
P.O. Box 161,
Shelby,
Montana.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

Minister's Office

MEMORANDUM

7th April, 1928.

Mr. Williams,
Dept. of Indian Affairs.

Correspondence with Mr. McLay returned herewith. Presume that this matter will be discussed with Mr. Stewart at first convenient opportunity.

W.J.F.P.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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MINISTER OF THE INTERIOR

CANADA

McLean

May 8.1928.

DR. SCOTT

Your file 20,001 - I have read your memorandum of May 1st.1928 re suggested changes in the Departmental oil and gas regulations - I think it would be well to change these to conform with the regulations of the Interior Department.

I am returning Mr. McLay's letter for further reply.

Supt. General I.A.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Day Message	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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CANADIAN NATIONAL TELEGRAM

HEAD OFFICE, TORONTO, ONT.

W. G. BARBER, General Manager

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MINISTER'S OFFICE
JUL 12 1928
DEPT. OF INTERIOR

1928 JUL 11 PM 7 11

Standard Time

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HON CHAS STEWART

561

PARLIAMENT BLDGS OTTAWA ONT

REFER MY LETTER MARCH TWELFTH AND DEPT INDIANA AFFAIRS FILE TWO NAUGHT ONE NAUGHT FOUR DASH ONE RELEASE AT GLEICHEN STOP WOULD APPRECIATE WIRE AS TO PARTICULARS OF LEASE WE MAY EXPECT AS COMPANY IS READY TO COMMENCE DEVELOPMENT WORK THERE

A J MCLAY.

Referred to the Deputy Minister of Indian Affairs
JUL 12 1928
FOR ATTENTION OR REPLY
PRIV. SECY.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

PUBLIC ARCHIVES
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File 20,001.

1 letter
2 copy

EXT

July 19, 1928.

Dear Sir,-

In the absence of Hon. Mr. Stewart, I have been requested to acknowledge your telegram of the 12th instant, concerning your application to lease certain lands in the Blackfoot Reserve for oil and gas development purposes.

It was not possible during the latter part of the recent session to discuss with the Minister the proposed amendments to our regulations, as he was very busy and shortly after prorogation left for the West. However, it is our intention to request the Minister's instructions in connection with this matter as soon as possible after he returns to Ottawa, but in the meantime, would it not be satisfactory to you for the Department to prepare and issue leases according to our present regulations, with the understanding that a re-adjustment could be made later should the suggested amendments and changes be put into effect? If this action meets with your approval, I should be very glad to see that the necessary leases are prepared and forwarded for execution.

Yours very truly,

J. D. McLean.
Acting Deputy Superintendent General.

A. J. McLay, Esq.,
P. O. Box 461,
Shelby,
Montana.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001-1

INTERNATIONAL PETROLEUM COMPANY, LIMITED.

GEOLOGICAL DEPARTMENT.

OLIVER B. HOPKINS
CHIEF GEOLOGIST.

JOHN NESS
ASSISTANT.

CABLE ADDRESS "INTPETCO" TORONTO

56 CHURCH STREET,
TORONTO 2,
CANADA

DEPT. OF INDIAN AFFAIRS
AUG 25 1928
RECORDED
R

August 24th, 1928.

Deputy of Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Dear Sir:

Would you kindly forward me at your convenience, a copy of the regulations for the disposal of petroleum and natural gas rights on Indian reserves in the Western Provinces, which came into force in February 1927.

Yours very truly,

Sent 28th Aug 1928

JN:EP

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CFS/AG.

20001-1

When replying address
Commissioner of Dominion Lands
Ottawa

CANADA

Please quote
File 207858 ML.

DEPT. OF INDIAN AFFAIRS
SEP 24 1928
RECORDS

Department of the Interior

DOMINION LANDS ADMINISTRATION

22nd September, 1928.

Sir,-

I beg to inform you that there has been received in this Department a letter from Mr. James L. Lawrence, Barrister and Solicitor, 12 Commerce Building, 640 Hastings Street West, Vancouver, B.C., in which he asks, among other things, for a copy of the regulations under which petroleum rights in Indian Reserves are disposed of.

I have advised Mr. Lawrence that the matter would be referred to your Department for attention.

one copy of Regulations sent 25 Sep 1928

Your obedient servant,

J. W. Martin,
Acting Commissioner
of Dominion Lands.

The Secretary,
Department of Indian Affairs,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001-1

Port Lambton, Ont.

October 1, 1928.

DEPT. OF INDIAN AFFAIRS.
OCT 2 1928
RECORDS

Department of Interior,
Deputy Minister of Indian Affairs,
Ottawa, Ont.

Dear Sir ;

Kindly send me a copy of the statutes covering prospecting and leasing for oil and gas on government owned lands, and Indian reservations in the different provinces of Canada.

Thanking you in advance for the above, I am,

Yours truly.

Sent 4 Oct 1928

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001

M. Scott

IMPERIAL OIL, LIMITED
IMPERIAL OIL BUILDING
TORONTO 2, CANADA

A.M. McQUEEN,
VICE-PRESIDENT

DEPT. OF INDIAN AFFAIRS
SEP 28 1928
RECEIVED

RS

September 27th, 1928.

Superintendent General of Indian Affairs,
Department of Indian Affairs,
Ottawa, Ontario.

Dear Sir:-

We have been looking into the regulations governing the disposal of petroleum and natural gas rights on Indian Reservations and are desirous of having further information on the following points.

1. Can the rentals of leases on Indian lands be satisfied from a general credit established by drilling operations on other Government lands.

2. If the former practice is not permissible, can credit be established by drilling on Indian lands for the specific object of meeting rentals on such leases.

If neither of these practices are permissible are we to understand that all lease rentals on Indian leases must be paid in cash.

We will be obliged if you will give us your interpretation of these matters.

Yours very truly,

A.M. McQueen

M.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20,001.

Ottawa, October 3, 1928.

Dear Sir,-

I desire to acknowledge the receipt of your letter of the 27th ultimo, requesting information concerning the manner in which this Department proposes to administer petroleum and natural gas rights on Indian Reserves.

I am inclosing a copy of the Departmental regulations, which, however, I may say, do not deal with the phases of the situation set forth in the paragraphs of your letter numbered 1 and 2. However, I may say that the Department has recently been giving some consideration to this matter, and it is possible that our regulations will be amended shortly in such manner as to be practically uniform in this particular respect with those in effect on Dominion lands. I shall be very glad to see that you are advised if and when this action is taken.

Enclosure

Yours very truly,

J. D. McLean.
Assistant Deputy & Secretary.

A. M. McQueen, Esq.,
Vice-President,
Imperial Oil, Limited,
Imperial Oil Building,
Toronto, 2, Ont.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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CANADA

Petroleum and Natural Gas Lease No.....

File No.....

This Indenture, made in duplicate this

day of in the year of our Lord, one thousand nine hundred

and

BETWEEN His Majesty King George the Fifth, represented herein by the Minister of the Interior of Canada, hereinafter called "The Minister," of the first part, and

hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the nineteenth day of January, in the year of Our Lord, one thousand nine hundred and fourteen, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd of May, 1919, the 3rd of December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922, regulations were made for the disposal of petroleum and natural gas rights, the property of the Crown, in the provinces of Manitoba, Saskatchewan, and Alberta, the Yukon Territory, the Northwest Territories, the Railway Belt in the province of British Columbia, and the three and one-half million acres of land acquired by the Dominion from the province of British Columbia and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, Chapter 20, 7-8 Edward VII, a copy of which regulations is hereto appended.

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described, the Minister has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto the lessee, for the sole and only purpose of mining and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products.

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Saving and reserving nevertheless unto His Majesty and his successors the helium of, from, or found combined with, or extractable, or which may be obtained out of, the petroleum and natural gas within or mined, won or produced from or out of the said parcel or tract of land and premises hereinbefore described and granted or demised or intended so to be, together with full power to win, separate and extract the same, and to treat the said petroleum and natural gas or subject the same to any operation or process which may be necessary, effective or advisable for that purpose, and to enter upon, use or occupy the said lands or so much thereof, and to such extent as may be necessary, and to set up and operate any machinery, appliances or plant, and to resort to any process or operation which may be useful for any of the purposes aforesaid.

TO HAVE AND TO HOLD the same unto the lessee for the term of twenty-one years, to be computed from the day of renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Minister of the Interior to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted. Yielding and paying therefor during the first year of the said term unto His Majesty the clear yearly rent or sum of fifty cents of lawful money of Canada for each and every acre of land comprised within the said lands, and for each subsequent year of such term the rent or sum of one dollar ($1), such rent being payable yearly in advance on the day of in each year of the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at such rate as may from time to time be prescribed by Order of the Governor General of Canada in Council on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

PROVIDED ALWAYS that this demise is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:—

1. That the lessee shall and will well and truly pay or cause to be paid to the Minister at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provisos and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Minister, showing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Minister to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way, roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during the said term, make and deliver to the Minister or to any officer or agent appointed or instructed by him to collect, obtain or receive the same, all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Minister shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

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7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf, with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open, use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when working the same shall keep and preserve the said mines and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Minister to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling thereinto, such fences or walls to be of a height and character satisfactory to the Minister or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Minister.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole into the coal seams, when in the judgment of the Minister such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Minister, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

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15. That if in the opinion of the Minister the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of pre-emption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Minister and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council, relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 (without judicial inquiry) 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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C. 2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee; the expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Minister" includes the successors in office of the Minister of the Interior.

IN WITNESS WHEREOF the Deputy of the Minister of the Interior 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

.. ..

.....
for Deputy Minister of the Interior.

And by the lessee in the presence of

....
Witness. *Lessee.*

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Regulations for the disposal of Petroleum and Natural Gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, approved by Order in Council dated the 19th January, 1914, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd May, 1919, the 3rd December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922.

INTERPRETATION

"Minister" shall mean the Minister of the Interior of Canada.

"Adjoining" lands shall be those which are not separated by a section, or by any one of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more of the locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"River" shall mean a stream of water the bed of which is of an average width of 150 feet throughout the portion thereof on which the tract applied for fronts.

1. The petroleum and natural gas rights which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, may be leased to applicants at a rental of fifty (50) cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar ($1.00) an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that during the term of the lease he has complied fully with the conditions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment.

Provided that a person who has been granted a lease for a location, and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided further, however, that such right shall not be granted unless all payments on account of rent or other liability to the Crown, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situated in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its

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breadth. In unsurveyed territory, if at least one of the lines bounding the tract applied for has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on surveyed lands shall be filed by the applicant in person with the Agent of Dominion Lands for the district in which the rights applied for are situated, or with a sub-agent for such district for transmission to the agent, but priority of application shall be based upon the date of the receipt of such application in the office of the Agent of Dominion Lands for the district.

5. If the rights applied for are situated in unsurveyed territory, application for a lease shall be made by the applicant in person to the Agent of Dominion Lands for the district in which the rights applied for are situated, or to a sub-agent for such district, for transmission to the agent.

6. Application for a location situated in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some prominent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

The application shall be accompanied by evidence, supported by affidavit of the locator, to show that the following requirements have been fully complied with:—

(*a*) That the location applied for has been defined on the ground by the locator in person by planting two wooden posts, at least four inches square, and standing not less than four feet above the ground—such posts being numbered "1" and "2" respectively. The distance between post No. "1" and post No. "2" shall not exceed 15,840 feet, and upon each post shall be inscribed the name of the locator and the date of the location. Upon post No. "1" there shall be written, in addition to the foregoing, the words "initial post," the approximate compass bearing of post No. "2" and a statement of the number of feet lying to the right and to the left of the line between post No. "1" and post No. "2." Thus—Initial post, direction of post No. "2"..... feet lie to the right and ..... feet to the left of the line, between post No. "1" and post No. "2."

When the tract which an applicant desires to lease has been located, he shall immediately mark the line between post No. "1" and post No. "2" so that it can be distinctly seen in a timbered locality, by blazing trees and cutting underbrush, and in a locality where there is neither timber nor underbrush he shall set posts of the above dimensions or erect mounds of earth or rock not less than two feet high and two feet in diameter at the base in such a manner that the line may be distinctly seen.

(*b*) All the particulars required to be inscribed on posts No. "1" and No. "2" shall be set out in the application and shall be accompanied by a plan showing the position of the tract in its relation to some prominent topographical feature or other known point, such plan to contain sufficient data to admit of the location being shown definitely on the records of the Department.

(*c*) The locator shall post a written or printed notice on a conspicuous part of the location applied for, setting out his intention to apply within thirty days from the date of such notice for a lease of the petroleum and natural gas rights under the said location.

(*d*) The application shall be accompanied by evidence, supported by the affidavit of the locator, in due form, to show that the above requirement of the regulations have been fully complied with.

7. Rescinded by Order in Council dated the 24th of May, 1915.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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8. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the agent or sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the agent or sub-agent.

9. Where two or more persons lay claim to the same location, or to portions of the same location, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

10. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed shall be made to conform to the Dominion Lands System of Survey, if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions as nearly—as may be—the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed shall be subject to the withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

Provided, however, that upon such withdrawal being made from any location in good standing, the rental paid on the land so withdrawn, in whole or in part, may, in the discretion of the Minister, be refunded to the lessee.

12. The rental for the first year of the location applied for at the rate of fifty (50) cents per acre per annum, shall accompany the application filed in the office of the Agent of Dominion Lands for the district in which the rights applied for are situated, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease, when issued, shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If, during the term of the lease, the lessee shall fail to pay rental in advance for each subsequent year at the rate of one dollar ($1) per acre per annum within thirty days after the date upon which the same became due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of the rights which the lessee had in the said lease.

13. Provided that, if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in writing, and if the lessee, before the end of the year in respect of which application was made, submits evidence to the Land Agent of the district in which the leasehold is situated, supported by affidavit, that during such year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance of rental due, with interest, will render the lease liable to cancellation, as hereinbefore provided.

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14. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Minister may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Minister. Provided, however, that the Minister shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

15. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Minister, with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Minister, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Minister, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

16. The Minister may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected: Provided that such consolidation or grouping shall apply only to the second and third years of the term of the leases, and shall comprise only such leases as may at the time be included in such consolidation or grouping. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 14 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 15 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Minister.

17. The Minister may, in consideration of the expenditure to be incurred by a lessee in boring operations upon one or more of the locations included in a group, grant an extension of time within which to pay the rental for the second and third years of the term of the several leases so included, and upon receipt of the evidence required by section 13 of these regulations, he may deduct from the rental which became due at the beginning of the year in respect of the several locations grouped, the amount expended in actual boring operations on one or more of the locations, exclusive of the cost of machinery and casing. The balance of the rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence or to pay the balance or the rental due, with interest, will render the several leases included in the group liable to cancellation.

18. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

19. The maximum area of the locations which may be included in one consolidation or group shall not exceed 20,000 acres, nor shall the locations so included be separated one from the other by a greater distance than two miles.

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20. The Minister may, upon application, grant a lessee during the second and third years of the term of the lease an extension of time within which to pay the rental and to install the prescribed machinery and equipment, and within which to commence actual boring operations upon the location, or upon a group of locations consolidated under the provisions of these regulations: Provided that evidence to the satisfaction of the Minister is furnished to show that an expenditure equal to that prescribed by these regulations in respect of boring operations, is to be incurred in some other acceptable and necessary form of preliminary development, having for its object the discovery of petroleum or natural gas, by which the interests of the district in which the locations are situated might be materially benefited. Upon receipt of evidence on or before the termination of the year, supported by affidavit and duly corroborated, that such expenditure has been incurred, and that the work done was of a character beneficial to the district, the Minister may deduct the amount of such expenditure from the amount due on account of the rental of the location or locations affected, in the manner prescribed in section 13 of these regulations. In case evidence is not furnished or if furnished is not acceptable to the Minister, the leases shall be subject to immediate cancellation in the discretion of the Minister.

In case an extension of time is granted during the second and third years of the term of a lease within which to install machinery and commence boring operations on any location under the grouping provisions of these regulations, then the provisions of sections 14 and 15 of the regulations shall apply to the fourth year of the term of the lease of such location.

20a. If the expenditure incurred in boring operations on a location or on a number of locations, grouped under the provisions of these regulations, has been accepted in satisfaction of the rental of such locations or group for the second and third years of the term of the lease or of the leases affected, as provided for in sections 13, 17 or 20 of these regulations, the Minister may, in consideration of the further expenditure to be incurred in actual boring operations or the discovery of petroleum or natural gas, grant the lessee an extension of time within which to pay the rental for the fourth and for the fifth years, respectively, of such term, and if the lessee, before the end of the year for which the extension was granted, submits satisfactory evidence, supported by affidavit, to show that during such year actual boring operations have been prosecuted with reasonable diligence upon the location or upon the group of locations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may, in the discretion of the Minister, be deducted from the rental which became due at the beginning of the said year, provided that petroleum and natural gas in paying quantity has not, in the opinion of the Minister, been discovered on the location or on the group of locations affected by such extension.

Upon the receipt of evidence to the satisfaction of the Minister that a lessee has incurred during the term of the lease expenditures in boring operations on, or in the preliminary development of, a location or locations acquired under these regulations, greater than the amount which may be accepted in satisfaction of the rentals of the location or locations affected, without having discovered oil in commercial quantity, the Minister may place to the credit of the lessee such portion of the excess expenditures shown to have been incurred as he may consider advisable, and may apply such credit or such portion thereof as he may decide to the payment of the rentals of petroleum and natural gas locations acquired under these regulations, standing recorded in the name of such lessee, upon which oil has not been found; subject to the conditions, however, that the lessee shall continue to prosecute active boring operations to an extent proportionate, in the opinion of the Minister, to the credit to be established and to the satisfaction of the Minister; and subject also to the condition that as soon as the Minister shall decide that oil in commercial quantity has been discovered on a location or group of locations, no further payment of the rentals of such locations shall be made from the credit so established. If the lessee fails to continue and to actively prosecute the additional prospecting operations in the manner prescribed, the credit so established shall be subject to reduction or withdrawal, in the discretion of the Minister.

21. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without

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the permission of the Minister being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

22. In case the surface rights of a petroleum and natural gas location have been patented, or have been disposed of by the Crown under any Act or regulation which contemplates the earning of patent for such surface rights, and the lessee of the petroleum and natural gas rights cannot make an arrangement with the owner of such surface rights, or with his agent, or the occupant thereof, for entry upon the location, or for the acquisition of such interest in the surface rights as may be necessary for the efficient and economical operation of the rights acquired under his lease, he may, provided the mineral rights in the land affected with access thereto and the right to use and occupy such portion of the land as may be necessary for the effectual working of the minerals therein have been reserved to the Crown in the original grant of the surface rights, apply to the Minister for permission to submit the matter in dispute to arbitration. Upon receiving such permission in writing, it shall be lawful for the lessee to give notice to the owner, or his agent, or the occupant, to appoint an arbitrator within a period of sixty days from the date of such notice, to act with another arbitrator named by the lessee, in order to determine what portion of the surface rights the lessee may reasonably acquire:—

(*a*) For the efficient and economical operation of the rights and privileges granted him under his lease;

(*b*) The exact position thereof, and

(*c*) The amount of compensation to which the owner or occupant shall be entitled.

23. The notice mentioned in this section shall be according to a form to be obtained upon application to the Agent of Dominion Lands for the district in which the land in question is situated, and shall, when practicable, be personally served on the owner of such land, or his agent, if known, or the occupant thereof, and after reasonable efforts have been made to effect personal service without success, then such notice shall be served by leaving it at or sending it by registered mail to the last known place of abode or address of the owner, agent or occupant, and by posting a copy of the same in the office of the Agent of Dominion Lands for the district in which the land in question is situate. Such notice shall be ten days if the owner, or his agent, resides in the district in which the land is situate; if out of the district and if in the province or territory, twenty days, and if out of the province or territory, thirty days, before the expiration of the time limited in such notice. If the owner, or his agent, or the occupant of the land refuses or declines to appoint an arbitrator, or when, for any reason, no arbitrator is so appointed in the time limited therefor in the notice provided for by this section, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith, on being satisfied by affidavit that such notice has come to the knowledge of such owner, agent or occupant, or that such owner, agent or occupant, wilfully evades the service of such notice, or cannot be found, and that reasonable efforts have been made to effect such service, and that the notice was left at the last place of abode or known address of such owner, agent or occupant, as above provided, appoint an arbitrator on his behalf.

24. In case the two arbitrators cannot agree upon the award to be made, they may, within a period of ten days from the date of the appointment of the second arbitrator, select a third arbitrator, and when such two arbitrators cannot agree upon a third arbitrator, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith select such third arbitrator.

25. All the arbitrators appointed under the authority of these regulations shall be sworn before a justice of the peace to the impartial discharge of the duties assigned to them, and after due consideration of the rights of the owner and the needs of the lessee they shall decide as to the particular portion of the surface rights which the latter may reasonably acquire for the efficient and economical operation of the rights and privileges granted him under his lease, the area thereof, and the amount of compensation therefor to which the owner or occupant shall be entitled.

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26. In making such valuation the arbitrators shall determine the value of the land irrespective of any enhancement thereof from the existence of minerals thereunder.

27. The award of any of two such arbitrators made in writing shall be final, and shall be filed with the Agent of Dominion Lands for the district in which the land is situate, within twenty days from the date of the appointment of the last arbitrator. Upon the order of the Minister the award of the arbitrators shall immediately be carried into effect.

28. The arbitrators shall be entitled to be paid a per diem allowance of five dollars ($5) together with their necessary travelling and living expenses, while engaged in the arbitration, and the cost of such arbitration shall be in the discretion of the arbitrators.

29. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should salt water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Minister, close the well at such a depth as may prevent such water from gaining access to the oil-bearing formation.

The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Minister may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Minister.

29a. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Minister may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Crown in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Minister may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Minister in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

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1. The particular point on the location at which operations are to be conducted.

2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Minister.

3. The size and weight of casing to be used.

4. The kind of drilling rig to be employed.

5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee to so notify the Minister of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Minister in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Minister, or from such officer as the Minister may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well—if he has not already done so—and submit a declaration containing the following information:—

1. The approximate date upon which the proposed abandonment or removal shall begin.

2. The quantity and size of casing in the well.

3. The quantity and size of casing proposed to be removed.

4. The depth at which water was encountered.

5. The manner in which water has been or will be effectively shut off.

6. The depth at which natural gas was encountered.

7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

30. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Crown, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

31. The lease shall in all cases include only the oil and natural gas, the property of the Crown, in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar ($1) an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Minister may consider necessary for the efficient and economical working of the rights granted him.

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32. Rescinded by an amendment to the Dominion Lands Act assented to on the 12th of June, 1914, Chap. 27, 4-5 George V.

33. If it is not established to the satisfaction of the Minister that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Minister.

34. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described in the lease, except in accordance with regulations duly approved by the Minister.

35. A fee of five dollars ($5) shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

36. The lease shall be in such form as may be determined by the Minister of the Interior, in accordance with the provisions of these regulations.

37. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, without the consent in writing of the Minister being first had and obtained.

38. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Crown of such royalty thereon as may from time to time be fixed by the Governor in Council, the royalty to be collected in such manner as may be specified by the Minister.

39. A royalty at such rate as may from time to time be specified by Order in Council may be levied and collected on the natural gas products of the leasehold. For a period of five years after the date upon which the Minister of the Interior may decide that oil in commercial quantity has been discovered on lands acquired under the provisions of these regulations, the royalty to be collected by the Crown shall not exceed five per cent of the output or five per cent of the sales of the products of locations so acquired, as may be decided by the Minister, nor shall it be less than two and one-half per cent of such sales during that period. For a further period thereafter of five years, the royalty to be collected shall not exceed ten per cent of the sales of the products of locations. nor shall it be less than five per cent of the sales during that period; and thereafter the royalty shall be ten per cent of the sales of the products of locations acquired under the provisions of these regulations.

40. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions.

41. The Minister may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the produce thereof, had possession, and control of the location and of the building, works, machinery and plant not been assumed.

42. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Minister, so long as the said wells continue to yield oil in remunerative quantity.

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43. At the end of each year of the term of the lease the lessee shall furnish a statement, supported by affidavit, showing the number of days during the year that operations were carried on upon the location; the number of men so employed; the character of the work done; the depth attained; the total expenditure incurred; a detailed statement setting out fully the purpose for which such expenditure was incurred; the quantity of crude oil or natural gas obtained and the amount realized from the sale thereof. Failure to furnish such yearly return will render the lessee subject to a fine of ten dollars ($10) a day for each day's delay in furnishing the sworn statement, and after three months' delay the lease shall be subject to cancellation.

44. In the tract of three and one-half (3½) million acres of land in the Peace River district of British Columbia, described in subsection (*b*) of section three of the Dominion Lands Act, every homestead entry and every lease of natural resources in or on Dominion lands shall be made subject to the right of the province to take for road purposes, without compensation, such land as may be required, not exceeding five per cent of the total area, provided the value of any improvements found in the parcel required for road purposes shall be paid for by the province, in accordance with its Act, Chapter 28 of the Statutes of British Columbia, 1917, and any amendment thereto. Provided that this right shall not be held to apply to lands included in a Dominion Park.

45. When a petroleum and natural gas lease, issued under the provisions of these regulations, is cancelled in the records of the Department of the Interior, the rights described in such lease shall not again become available for application under the regulations, but shall be reserved to the Crown for disposal by public auction, after notice has been duly posted in the office of the mining recorder for the district in which the lands are situated, and such other notice given as the Minister of the Interior may direct.

If any person subsequently submits to the mining recorder a request in writing that the oil and gas rights formerly included in the cancelled lease be again made available, and expresses his willingness to pay a bonus in addition to the prescribed rental of such rights, notice may be posted for a period of thirty days in the office of the mining recorder, and such other notice given as the Minister may direct, that the available rights for which application has been made will be disposed of at public auction in the office of the mining recorder at an hour and on a date to be mentioned in the notice, and the procedure shall be that prescribed by the Minister.

The auction shall be conducted by the mining recorder or by such person as he may designate, and the highest or any bid need not necessarily be accepted. The person whose tender may be accepted shall immediately deposit with the mining recorder the amount of the bonus offered, together with the prescribed fee and the rental for the first year of the location applied for. If the location is situated in surveyed territory, he shall immediately file with the mining recorder an application for a lease of the rights in question, prepared in duplicate, and if the location is situated in unsurveyed territory, he shall be given such period as the mining recorder may determine to stake out and make application for such location in the manner prescribed in the regulations. The amount of the bonus paid shall be endorsed on both copies of the form of application.

Provided that if at any time prior to the posting of notice of the disposal at public auction of the rights described in a cancelled petroleum and natural gas lease, the person in whose name such lease stood recorded at the date of cancellation, applies to the mining recorder for the district for reinstatement in the rights which he formerly had to such lease, and tenders the full amount of the rental which should have been paid to maintain the same in good standing, with interest, such person may be reinstated in the right which he formerly had to the lease, if the rights sought to be re-acquired are still available for disposal.

If, however, notice has been posted in accordance with the regulations of the disposal at public auction of the rights included in such cancelled lease, the application made for reinstatement shall be accompanied by the full amount of the rental which should have been paid to maintain such lease in good standing, with interest, which payment shall be retained and treated as a reserved bid

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when the auction is held, and shall be announced as such by the auctioneer at the opening of the sale. In case such applicant is unsuccessful in obtaining reinstatement in the right which he formerly had, the amount thus tendered may then be refunded.

46. Any person who is eligible to acquire a lease under these regulations may personally submit to the mining recorder for the district in which the lands affected lie a statement in writing that to his certain knowledge the requirements of the regulations, as specified in such statement, are not being complied with in connection with any petroleum and natural gas lease of more than eighteen months' standing, and may also submit with such statement, an application for the cancellation of the lease owing to the defaults enumerated.

Upon receipt of an application for the cancellation of a lease notice in writing will be sent to the last known address of the lessee, advising him of the defaults complained of and giving him a period of sixty days from the date of notification within which to remedy the same, or to show cause why the lease should not be cancelled for failure to do so.

In the event of the cancellation of a lease, as a direct result of the statements made and the application for cancellation submitted, the person who made application for cancellation will for a period of thirty days have the first right to obtain a lease of the rights affected under the provisions of these regulations, but without public auction.

FOREST RESERVES

By an Order in Council dated the 29th October, 1920, the foregoing regulations, established by Order in Council dated the 19th January, 1914, as amended by subsequent Orders in Council, were extended and made to apply to lands comprising Dominion forest reserves, as constituted by the Dominion Forest Reserves and Parks Act, assented to on the 19th May, 1911, and amendments thereto, with the exception of such portions of the said reserves as have been proclaimed Dominion parks, and subject to the following special conditions, reservations and restrictions:—

1. The petroleum and natural gas rights, the property of the Crown, in the forest reserves above mentioned, may be acquired under and in accordance with the provisions of the regulations above referred to, excepting that the maximum area located or staked as hereinafter provided may be double the area provided in the above regulations, that is, three thousand eight hundred and forty acres. The claim so located or staked shall be rectangular in shape, except where the boundary of a previously located tract or the boundary of a forest reserve is adopted as a common boundary and the length thereof shall not exceed six miles, nor shall it exceed six times the breadth;

2. The area so located or staked shall be divided into two parts, each of rectangular shape, except as already provided, of equal area as nearly as may be, one of which shall be reserved to the Crown and the locator shall furnish the information and evidence of locating and staking required by section 6 of the regulations aforesaid in respect of the claim as originally staked, and he shall state which half he desires to lease and which half is to be reserved for the Crown. The location to be applied for and the location to be reserved shall be marked on the ground in the manner prescribed by section 6 aforesaid;

3. The applicant shall submit with his application a statement supported by affidavit that from surface indications visible, and from geological information available, the tract selected by him as a Crown reservation is as favourable in all respects for the discovery of petroleum as that which he has applied to lease for that purpose. Any attempt to defraud the Crown by making a false declaration as to the relative value for petroleum purposes of the location applied for and that selected for the Crown may, in the discretion of the Minister, be punished by cancellation of the lease issued or the withdrawal therefrom of a portion of the tract so leased;

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4. On the posts marking the locations the locator shall place the inscriptions required by section 6, and in addition he shall place on the posts marking the location to be reserved to the Crown, the words "Crown Reserve," and shall post on the location selected for the Crown a written or printed notice setting out that it is a Crown reservation.

5. In unsurveyed territory the location shall be staked along its greatest dimensions, and the bearing of the location line shall be given in degrees and minutes;

6. The locator shall submit with his application a plan in duplicate drawn to a scale, showing the position of the location as staked on the ground, the manner in which it has been divided, the position of the half he desires to lease, and the half to be reserved for the Crown. The plan shall contain sufficient data to admit of the position of these locations being shown in their proper position on the records of the department. Unless definite information is furnished as to the exact position of the location so staked the application for a lease will not be considered;

7. In case the lands affected are surveyed lands within the meaning of the Petroleum and Natural Gas Regulations staking shall not be necessary, but the location shall be described by legal subdivision, or regular portions thereof, section, township and range, comprising a definite description of the location applied for and of the location to be reserved to the Crown;

8. The minimum area of a location which may be acquired by lease under the provisions of these regulations shall be eighty acres, but in the case of a location of less than eighty acres, where the petroleum and natural gas rights adjoining it are not available, application for a less area, one-half of which shall be reserved to the Crown, may be granted;

9. If the lease issued to an applicant under the provisions of these regulations is relinquished or cancelled, the location so leased, as well as the reservation created in connection therewith, may, if the Minister so determines, again be open to application under the provisions of these regulations.

10. If, for any reason, it is considered necessary or advisable to have a survey made of any location or locations applied for or leased under these regulations, owing to an alleged conflict of locations, or in order to determine the exact position of such location or locations, or in order to settle any dispute which may arise respecting the same or respecting any location or locations reserved for the Crown, the Minister may direct that such a survey be made by a Dominion Lands Surveyor under proper instructions, and may require payment in advance of the costs of such survey to be made by the applicant for or the recorded owner of the location or locations to be surveyed in whole or in part, or the Minister may require such portion of the payment of the costs as may seem to him just. Failure on the part of the applicant or lessee to make such payment in advance, when called upon to do so by the proper officer of the department, shall render the application or lease subject to immediate cancellation in the discretion of the Minister;

11. Application for a lease of any surface rights within forest reserves required for the efficient operation of the rights which may be acquired under the provisions of these regulations shall be made to the Director of Forestry, or to the officer in charge of the reserve affected. The occupancy of land in a forest reserve shall be under the supervision of the officer in charge thereof;

12. The lessee shall do no unnecessary damage to timber, and shall carefully observe the provisions of the regulations relating to forest reserves, which may be made from time to time;

13. No trees on the reserve shall be cut by the lessee or on his behalf without the permission of the Director of Forestry, and when any trees are cut by him he shall carefully clear the ground of all tops and branches and other débris of such cutting, and shall so dispose of them as to prevent danger from fire, in accordance with the instructions of the officer in charge of the reserve. If

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in order to so dispose of such débris it is necessary to burn it, the lessee shall give due notice of his intention so to do to the officer in charge of the reserve, and before he proceeds to burn such débris shall obtain the consent of such officer; and shall comply with all the conditions imposed by such officer in regard to such burning.

14. The lessee shall cause to be cleared of combustible material such area around any mill or other works constructed or operated by him as may be determined by the forest officer to be necessary, and if in the opinion of the forest officer it is necessary and practicable, the lessee shall construct and maintain a ploughed fire-guard around such area;

15. Every engine operated by the power of steam that is used by the lessee shall be provided with and have in use all the most approved and efficient appliances to prevent the escape of fire from the furnace or ash-pan or from the smoke-stack of such engine, including a spark-arrester in connection with the smoke-stack, which appliances shall be kept properly fitted and in a proper state of repair, and it shall be the duty of every engineer in charge of such engine to use all necessary means and appliances to prevent the escape of fire;

16. The machinery and equipment which the lessee shall be required to install on the location as provided in section 14 of the regulations, shall include a portable fire-engine and equipment, to be maintained in a state of efficiency for immediate use to the satisfaction of the forest officer, together with a reserve of water sufficient for the use of such engine in case of fire;

17. These regulations shall come into force on the sixth day of December, 1920, at the hour of nine o'clock in the forenoon.

Regulations approved by the Minister on the 7th day of February, 1922, under the authority contained in the fourth paragraph of section 29 of these regulations, governing the manner in which boring operations shall be conducted and the manner in which wells shall be operated.

(1) The lessee of a petroleum location upon which boring operations are being carried on, shall be required, under the regulations, to maintain through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate, and one of the copies thereof shall be at all times retained at the well, and shall be open to inspection by the Petroleum Engineer.

(2) The recorded owner of a petroleum location upon which operations are being conducted shall, upon receipt of a request from the Petroleum Engineer, cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at the interval depths required by the Petroleum Engineer. The samples, when taken, shall be accurately tabulated and preserved at the well until collected by or on behalf of the Petroleum Engineer. Bags in which to preserve the said samples and all equipment necessary for collecting the same shall be supplied to the operator by the Petroleum Engineer.

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DEPARTMENT OF INDIAN AFFAIRS

LANDS AND TIMBER BRANCH

REGULATIONS

FOR THE DISPOSAL OF

PETROLEUM AND NATURAL GAS RIGHTS

ON INDIAN RESERVES

OTTAWA
F. A. ACLAND
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1927

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REGULATIONS FOR THE DISPOSAL OF PETROLEUM AND NATURAL GAS RIGHTS ON INDIAN RESERVES IN MANITOBA, SASKATCHEWAN, ALBERTA, BRITISH COLUMBIA AND THE NORTHWEST TERRITORIES, APPROVED BY ORDER IN COUNCIL DATED FEBRUARY 7, 1927.

INTERPRETATION

Interpretation.

"Superintendent General" shall mean the Superintendent General of Indian Affairs of Canada.

"Department" shall mean the Department of Indian Affairs of Canada.

"Adjoining" lands shall be those which are not separated by a section or by any of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"Supervisory Engineer" shall mean the officer so designated by the Department of the Interior or the officer appointed by that Department who is in charge of the inspection of operation and development of petroleum and natural gas in Dominion lands.

Leasing terms and conditions.

1. The petroleum and natural gas rights on any Indian Reserve in Manitoba, Saskatchewan, Alberta, British Columbia or the Northwest Territories may be leased to applicants at a rental of one dollar an acre per annum, payable yearly, in advance, provided that such petroleum and natural gas rights have been released or surrendered to His Majesty, in trust, in accordance with the provisions of subsection one of section 49 of the Indian Act. The term of the lease shall be for twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Superintendent General to show that during the term of the lease he has complied fully with the provisions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

Maximum area of location.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment. Provided that a person who has been granted a lease for a location and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

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Provided further, however, that such rights shall not be granted unless all payments on account of rent or other liability to the Department, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situate in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its breadth. In unsurveyed territory, if at least one of the lines bounding the tract has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

Filing of application.

4. Application for a lease of the petroleum and natural gas rights on an Indian Reserve shall be filed by the applicant in person, with the Indian Agent of the Indian Reserve in which the rights applied for are situate, or with the Department direct, but priority of application shall be based upon the date of the receipt of such application in the Department.

5. Application for a location situate in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some permanent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

6. As soon as the survey of an Indian Reserve has been confirmed, all petroleum and natural gas leases embracing any portion of such reserve so surveyed and confirmed, shall be made to conform to the Dominion Lands system of survey, if the Superintendent General so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions—as nearly as may be—the tract embraced in the leasehold, in so far as the reserve so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall, continue to be described as in the lease originally issued until such portion is included in a confirmed survey.

Rental payable in advance.

7. The rental for the first year, of the location applied for, at the rate of one dollar per acre per annum, shall accompany the application filed in the Department or in the office of the Indian Agent for the reserve in which the rights applied for are situate, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease when issued shall bear date from the day upon which it is so issued, or the date of its

acceptance, whichever may be the earlier. If during the term of the lease the lessee shall fail to pay rental in advance for each subsequent year, at the rate of one dollar per acre per annum, within thirty days after the date on which the same became due, the lease shall be subject to cancellation in the discretion of the Superintendent General, and to the immediate forfeiture of the rights which the lessee had in the said lease.

Installation of machinery on location.

8. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Superintendent General may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Superintendent General. Provided, however, that the Superintendent General shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

9. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Superintendent General with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Superintendent General, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Superintendent General, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

Consolidation of operations and expenditure.

10. The Superintendent General may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 8 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 9 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Superintendent General.

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11. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

Rights of other lessees.

12. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without the permission of the Superintendent General being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

Superintendent General may control boring operations.

13. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Superintendent General, close the well at such depth as may prevent such water from gaining access to the oil-bearing formation.

The Superintendent General may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Superintendent General may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Superintendent General.

14. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Superintendent General may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Department in stopping the escape of

natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Superintendent General may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Superintendent General in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

1. The particular point on the location at which operations are to be conducted.
2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Superintendent General.
3. The size and weight of casing to be used.
4. The kind of drilling rig to be employed.
5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee to so notify the Superintendent General of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Superintendent General in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Superintendent General, or from such officer as the Superintendent General may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well—if he has not already done so—and submit a declaration containing the following information:—

1. The approximate date upon which the proposed abandonment or removal shall begin.
2. The quantity and size of casing in the well.
3. The quantity and size of casing proposed to be removed.
4. The depth at which water was encountered.
5. The manner in which water has been or will be effectively shut off.
6. The depth at which natural gas was encountered.
7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

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Failure or neglect on the part of the lessee to comply with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

Lessee may relinquish location.

15. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Department, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

Oil shale rights not included.

16. The lease shall in all cases include only the oil and natural gas in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Superintendent General may consider necessary for the efficient and economical working of the rights granted him.

Lease may be terminated.

17. If it is not established to the satisfaction of the Superintendent General that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Superintendent General.

18. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described in the lease, except in accordance with regulations duly approved by the Superintendent General.

19. A fee of five dollars shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

20. The lease shall be in such form as may be determined by the Superintendent General of Indian Affairs, in accordance with the provisions of these regulations.

Assignment or sub-leasing.

21. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, or any interest therein, without the consent in writing of the Superintendent General being first had and obtained.

Royalty payable on output.

22. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Department of ten per cent of the output, the royalty to be collected in such manner as may be specified by the Superintendent General.

Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions.

Superintendent General may assume possession and control.

24. The Superintendent General may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the products thereof, had possession, and control of the location and of the buildings, works, machinery and plant not been assumed.

25. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Superintendent General, so long as the said wells continue to yield oil in remunerative quantity.

OPERATION AND DEVELOPMENT

26. A lessee or operator of a petroleum and natural gas location upon which boring operations are being conducted shall be required, under the regulations, to maintain, through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate, and one of the copies thereof shall be, at all times, retained at the well, and shall be open to inspection by the Supervisory Engineer or any duly authorized officer of the Department. In addition, the lessee or operator shall furnish a duplicate copy thereof to the Supervisory Engineer on the form provided for that purpose, or on the company's form, provided it is acceptable to the Department. Such daily reports to be forwarded to the Supervisory Engineer or to an officer acting for him, at the end of each and every week during the course of operations upon the location.

27. The recorded owner or operator of a petroleum and natural gas location upon which drilling operations are being conducted, shall cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at interval depths of ten feet, or at lesser intervals if required, which samples shall be washed, accurately tabulated and forwarded as requested, to the Supervisory Engineer at Calgary. Bags in which to forward samples and all necessary equipment for collecting the same shall be supplied to the operator by the Department.

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In the case of wells where drilling methods resulting in the recovery of cores are employed, the recorded owner or operator shall cause samples to be taken of the drillings carried up by the flush water, at similar prescribed intervals, and shall keep and preserve all cores obtained, in properly constructed and marked core boxes, which will be furnished by the Supervisory Engineer upon application, and such cores shall be available for inspection and examination by the Supervisory Engineer or any officer acting for him. Such cores shall only be broken up for detailed geological examination in the lessee's laboratory, provided the Supervisory Engineer is furnished with a full report of such examination. The final disposal of cores to be at the discretion of the Supervisory Engineer.

28. If the lessee of a petroleum and natural gas location, acquired under the regulations, upon which boring operations are being conducted by him or on his behalf, encounters in such operations a flow of oil, gas or water in the well, he shall immediately notify the Supervisory Engineer, or an officer acting for him, of the character, extent and quantity of such flow.

29. It shall be the duty of any lessee or operator of a location producing, or reasonably presumed to contain petroleum or natural gas, upon which a well has been or may be drilled, to properly case such well or wells, with suitable metal casing, in accordance with methods duly approved by the Supervisory Engineer, and to use every effort and endeavour in accordance with the most approved methods to effectively shut off water overlying or underlying the oil or gas bearing strata, and to test the efficiency of such shut off, and to effectually prevent any water from penetrating such oil or gas bearing strata.

No well shall be drilled through or below any oil, gas or water stratum, without sealing off such stratum, or the contents thereof, after passing through the sand either by the mud laden fluid process, or by casing, or by cement, or by packers, regardless of the volume or thickness of said sand, unless authorized so to do by the Supervisory Engineer.

Whenever during drilling or production, water makes its appearance in an oil or gas well, the lessee or operator shall at once notify the Supervisory Engineer, with as full details as are available, and shall take and preserve in a clean and enclosed vessel, a quantity of not less than one gallon of water to be placed at the disposal of the Supervisory Engineer for analysis, should the latter so determine, and shall, if so required, afford such facilities as may be necessary for sampling the water by the Supervisory Engineer, or other officer appointed by him.

When it appears to the Supervisory Engineer that any water is penetrating oil or gas bearing strata, he may order a test of water shut off, and designate a day upon which the same shall be made; such order shall be in writing, and shall be served upon the owner or operator of said well at least five days prior to the day designated in said order as the day upon which said shut off test shall be made.

Upon receipt of such order it shall be the duty of the lessee or operator to make said tests in the manner and at the time prescribed in said order.

30. It shall be the duty of the owner or operator of any well referred to in these regulations to notify the Supervisory Engineer, or an officer named by the Superintendent General, of the time at which the owner or operator shall test the shut off of water in any such well. Such notice shall be received by the Supervisory Engineer or such officer at least five days before the test is made. The Supervisory Engineer, or an officer acting for him, shall be present at such test, and shall submit a report, in writing, of the result, to the Superintendent General, a duplicate copy of which shall be sent to the owner or operator. If any test shall be unsatisfactory to the Supervisory Engineer, he shall so notify the owner or operator in said report, and shall, within five days after the completion of such test, order additional tests of such work as he deems necessary to properly shut off the water in such well, and in such order designate a day upon which the owner or operator shall again test the shut off of water in such well, which day may, upon the application of the owner, be changed from time to time, in the discretion of the Supervisory Engineer.

31. It shall be the duty of the lessee or operator engaged in drilling a well on a petroleum and natural gas location, to keep a careful and accurate log of the well so drilled, such log to show the character and depth of the formation passed through or encountered in the drilling of such well, and particularly to show the depth and thickness of the water-bearing strata, the level to which the water rises in the well, together with the amount and character of the water encountered from time to time (so far as ascertained) and to show at what point such water was shut off, if at all, and if not, to so state in such log, and show completely the amounts, kinds, and size of casing used, and to show the depth at which oil or gas-bearing strata were encountered, the thickness of the productive horizon, with the amounts of production in each case. In addition, the depth and character of strata and whether all the water overlying or underlying any such oil-bearing stratum was successfully and permanently shut off, so as to prevent percolation or penetration into any oil or gas-bearing stratum. Such log shall be kept in the office of the owner or operator and shall be, at all times open to the inspection of the Superintendent General, or of any officer named by him. Upon the completion of any well, or upon the suspension of operations upon any well for a period of thirty days, a copy of the said log, in duplicate, and in such form as the Superintendent General shall direct, shall be filed within ten days after such completion, or after the expiration of the thirty-day period, with the Supervisory Engineer, and a like copy shall be filed upon the completion of any additional work in the deepening of any such well.

32. Whenever natural gas in commercial quantities or a gas-bearing stratum known to contain natural gas in such quantity, is encountered in any well drilled for oil or natural gas under these regulations, such gas shall be confined to its original stratum until such time as the same can be produced and utilized without waste, and all such strata shall be adequately protected from infiltrating waters.

33. During the drilling of a well in any field where it is not known that high pressure does not exist, the casing in the well shall be so anchored and provided with a proper control head, that imme-

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diately upon encountering high pressure gas, oil or water, flow can be effectively controlled and shut in.

34. In all proven or well-defined oil or gas fields, or where it can reasonably be expected that oil or gas in commercial quantities will be encountered, adequate preparation shall be made for the conservation of oil and gas before "drilling-in" a well, and the oil or gas horizons shall not be penetrated until proper equipment, as approved by the Supervisory Engineer, shall have been provided.

35. The recorded owner of a petroleum and natural gas location shall not allow a well drilled on such location to be shot, until the Supervisory Engineer has been notified in writing of such contemplated action, and his consent obtained, and such shooting shall be so conducted as to prevent the access of water or other foreign substance which might prove injurious to the oil or gas sands. The recorded owner of the location shall submit to the Supervisory Engineer a report, on a form to be obtained from the Supervisory Engineer, on all wells shot, showing the condition of the well before and after shooting, including the size of the shot, sand or sands shot, production before and after shooting, and percentage of water in the well before and after shooting. In case irreparable injury is done to the well by shooting, it shall immediately be plugged and abandoned, to the satisfaction of the Supervisory Engineer.

This clause shall be understood to cover the use of any explosive in or at a bore-hole regardless of quantity or purpose.

36. The recorded owner of a petroleum and natural gas location shall, between the first and tenth of each calendar month, or at such times as the Superintendent General may direct, take a gauge of the volume and rock pressure of all wells producing gas in the manner prescribed by the Superintendent General, and shall forward the same to the Supervisory Engineer on gauge blanks to be supplied by him.

37. When gas from any well is being used, the flow of production thereof shall be restricted to forty per cent of the potential capacity of the well, as shown by the last monthly gauge, provided that the Superintendent General may, in his discretion, allow such additional percentage to be used as he may deem expedient.

38. If production of oil or gas is being obtained from any well, or wells, on a location acquired under the regulations, it shall be the duty of the recorded owner of such location to file with the Supervisory Engineer, on request, on forms to be obtained from the Supervisory Engineer, but not oftener than once a month, a statement showing:

(*a*) The quantity of oil or gas produced from each well during the period indicated in such statement.

(*b*) The specific gravity of such oil or gas.

(*c*) The quantity of water produced from each well, estimated by methods approved by the Superintendent General.

(*d*) The number of days during which oil or gas was produced from each well.

(*e*) The number of wells on the location being drilled, producing, idle or abandoned.

39. When natural gas from any well drilled, or that may be drilled under the regulations, contains natural gasoline or casinghead gasoline, such natural gas shall be conserved and such natural gasoline shall be subject to the same regulations as are applied to oil, within the meaning of the Petroleum Regulations, provided that when such natural gas is produced with oil or water, such natural gas shall be efficiently separated from the oil, natural gasoline or water.

The method of separation as well as the type and size of such separators as may be used shall be subject to the approval of the Supervisory Engineer, and the gasoline content of any casinghead gas shall be determined by such method and in such manner as he may direct.

The Supervisory Engineer, or any officer acting for him, may direct that a test be made of the gasoline content of any natural gas, and if a natural gasoline should be present in paying quantity, the Superintendent General may direct that such natural gasoline shall be separated, conserved and utilized as provided in the regulations.

40. Any decision of the Supervisory Engineer, or other officer of the Department, made under any of the provisions of these regulations, shall be subject to an appeal to the Superintendent General.

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SCHEDULE OF FEES AND RENTAL CHARGED UNDER PETROLEUM AND NATURAL GAS REGULATIONS

Application fee	$ 5 00
Rental, each year, per acre	1 00
Rental, lease from Department, of surface rights, per acre	1 00
Registration assignment	3 00
Registration of assignment of more than one lease, for each additional lease	50
Registration of assignment of divided portion of a location and issue of new lease	25 00

MAXIMUM AND MINIMUM AREAS UNDER PETROLEUM AND NATURAL GAS REGULATIONS

Maximum area which may be acquired by application	1,920 acres
Minimum area which may be acquired by application	20 "
When area of location is reduced under Section 15 minimum area shall be	40 "

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20-001

Ref. 414066 on 11146 M. L.

AT THE GOVERNMENT HOUSE AT OTTAWA

MONDAY, the 7th day of May, 1928.

PRESENT:

THE DEPUTY OF HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

P.C. No. 762.

WHEREAS the regulations for the disposal of petroleum and natural gas rights, the property of the Crown, in the Western Provinces and Territories, approved by Order in Council, dated the nineteenth day of January, 1914, and amended by subsequent Orders in Council, provide for the granting of leases of such rights, comprising an area not exceeding 1,920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of fifty cents an acre for the first year, and one dollar an acre for each subsequent year, but provision is made that expenditures incurred in actual drilling and other operations for the discovery of petroleum and natural gas, may be accepted in satisfaction of the rentals payable;

And whereas the Minister of the Interior reports that it has been represented that in the plains area of these provinces and territories, outcrops of rock formation do not frequently occur, so that even where surface indications of folding exist, the character of the underground horizons cannot be specifically determined, except by core drilling to a sufficient depth and with sufficient frequency to disclose the structure, and to permit of an intelligent selection being made of a drilling site, where the indications, as disclosed by preliminary drilling, are sufficiently favourable for the discovery of oil or gas to justify the large expenditure which would necessarily be incurred in drilling to depth;

That it would appear to be advisable that permission should be granted to conduct preliminary operations for the selection of suitable areas, and that protection should be given the operator during the period of such selection:

Therefore, the Deputy of His Excellency the Governor General in Council, on the recommendation of the Minister of the Interior, is pleased to order that the regulations for the disposal of petroleum and natural gas rights in the Western Provinces and Territories, above referred to, be and they are hereby amended by adding thereto the following provisions:

REGULATIONS GOVERNING THE ISSUE OF PERMITS TO PROSPECT FOR PETROLEUM AND NATURAL GAS, THE PROPERTY OF THE CROWN

The Agent of Dominion Lands for the district in which the rights applied for are situated, shall be authorized to accept applications for permits to prospect for petroleum and natural gas, the property of the Crown, and the Minister shall be authorized to issue such permits subject to the following terms and conditions:

1. The area and dimensions of a location which may be applied for under the provisions of these regulations, and the procedure to be followed in making such application, shall be similar in all respects to the regulations governing the issue of leases of petroleum and natural gas rights.

2. Permits to prospect for petroleum and natural gas, when issued, shall be subject to the provisions of the regulations for the disposal of petroleum and natural gas rights under lease, insofar as the same may be applicable.

3. The term of the permit shall be one year, at the expiration of which period the rights conveyed in the permit shall terminate.

4. A fee of five dollars shall accompany each application for a permit, which shall be refunded if the rights applied for are not available, but not otherwise.

5. The rental of the location, at the rate of ten cents for each acre applied for, shall accompany the application for a permit when filed in the office of the Agent of Dominion Lands.

6. The application shall also be accompanied by a cash bond in a sum at the rate of forty cents for each acre to be included in the permit, guaranteeing an expenditure during the term of the permit in actual core drilling or other like operations on the location for the determination of the underlying geologic structure, of a sum equal to the amount of such cash bond, and the bond so given shall be subject to forfeiture unless evidence is furnished to the satisfaction of the Minister that such expenditure was incurred during the period and for the purpose mentioned. Forfeiture, however, may, in the discretion of the Minister, be limited to that portion of the prescribed expenditure which the permittee may have failed to incur and prove. If evidence of the prescribed expenditure is submitted and accepted, the amount of the bond shall be returned to the permittee, or to his assignee, upon the relinquishment of the permit.

(2) No application for a permit shall be accepted or recorded unless it is accompanied by the full amount of the prescribed rental and the full amount of the prescribed bond.

7. Before the termination of the year for which the permit was granted, the permittee shall submit to the Minister a return, prepared under affidavit, containing a full and detailed statement of the prospecting and drilling operations conducted on the location during the term of the permit, the several items of expenditure so incurred, and the specific purpose for which each such item was expended.

(2) The Minister may enlarge, for a period not exceeding thirty days, the time within which this return shall be submitted.

8. The permittee may be permitted to relinquish his permit at any time during the term thereof, provided the prescribed expenditure has been incurred and accepted in the manner indicated, and he shall have the exclusive right, before the expiration or sooner determination of such permit, to submit application under the provisions of the regulations for a lease of the whole or a portion of the tract described in the permit so terminated.

9. Upon receipt of evidence satisfactory to the Minister that the permittee has incurred, during the term of his permit, expenditures in actual core drill-

To the Honourable

The Minister of the Interior.

Published in *The Canada Gazette* of 9th June, 1928, Vol. 61, No. 50, for the fourth consecutive week.
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ing, or other operations on the location for purposes of structural discovery, equal to or greater than the amount of the bond given by such permittee, exclusive of the cost of the machinery and casing employed, and of all other extraneous expenses, but including reasonable depreciation, credit may be granted the permittee for such portion of the confirmed expenditure so incurred as the Minister may consider advisable.

(2) The credit so established may, in the discretion of the Minister, be applied on account of the prescribed rental of any petroleum and natural gas location acquired by lease under the regulations by such permittee, including the rental for the first year of any portion of the location described in the permit which the permittee may apply to lease under the provisions of section eight of these regulations. The credit so established shall be subject to reduction or withdrawal at any time, by order of the Minister.

10. Upon receipt of evidence of legitimate expenditures incurred by the permittee during the term of his permit, in core drilling for the determination of regional structure, on lands which are not the property of the Crown, lying adjacent or in close proximity to the location described in the permit, credit may be granted the permittee for such portion of the confirmed expenditure incurred on such lands, for the purpose specified, as the Minister may consider advisable; provided that evidence has been submitted to show that the work performed was of a character beneficial to the interests of the district in which the location lies, and that it was conducted in strict conformity with the technical requirements of the regulations; and provided, also, that the permittee has furnished the Minister with full geological and other data acquired by him as a result of such drilling.

11. At the expiration or sooner determination of the permit, in case the permittee has not exercised his prior right to apply for a lease under the regulations, notice shall be posted in the office of the Agent of Dominion Lands for a period of thirty days before the rights described in such cancelled permit, and which the permittee has not applied to lease, shall again become available for application under the regulations.

12. Before prospecting operations on the location described in the permit shall be commenced, the permittee shall submit to the Supervisory Engineer, or other officer named by the Minister, a statement containing detailed information as to the character of the operations to be conducted on the location, including a description of the process to be employed in collecting the required geological information, the method by which such information is to be conveyed to the Department, and the uses, purposes and disposal of the cores which may be obtained. Unless full and detailed information is submitted by the permittee under this section, and unless such information is satisfactory to and accepted by the Supervisory Engineer, or other officer, the cash bond furnished by the applicant shall be subject to forfeiture in the discretion of the Minister.

(2) The permittee shall from time to time, as prospecting and drilling operations on the location proceed, furnish the Minister, free of cost, and in the manner determined, with all geological and other data and reports obtained as a result of such prospecting and drilling, also with the logs of the several wells drilled, the conditions ascertained, and the results obtained.

(3) Similar information shall also be furnished by the permittee in connection with all prospecting operations of a like character conducted by him, or on his behalf, on lands the petroleum and natural gas rights of which are not the property of the Crown, provided such lands are adjacent to or in the immediate proximity of the area described in the permit, or lie within or adjoining the extreme limits of such area.

13. When the permittee has conducted drilling operations on his location to a sufficient extent, and with sufficient frequency, to indicate that the structure is not favourable for the production of oil or gas, but has not expended in such operations the amount prescribed by these regulations, the Minister may, in his discretion, allow the permittee to relinquish his permit, and may release the bond furnished, upon evidence, duly confirmed by the report of the Supervisory Engineer, being furnished that further expenditure in prospecting operations for the discovery of oil or gas on the location would not be warranted.

14. The permittee shall not assign, transfer or sub-let the rights granted under the permit, or any portion thereof, or any interest therein, without the consent, in writing, of the Minister being first had and obtained.

15. In case of default by the permittee in the due observance of the compliance with any of the terms or conditions under which the permit was granted, the Minister may, in his discretion, cancel the permit and declare the amount of the bond, or any portion of it, to be forfeited to the Crown.

(Signed) E. J. LEMAIRE,
Clerk of the Privy Council.

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20-001

Ref. 414066 on 11146 M. L.

AT THE GOVERNMENT HOUSE AT OTTAWA

MONDAY, the 7th day of May, 1928.

PRESENT:

THE DEPUTY OF HIS EXCELLENCY THE GOVERNOR GENERAL IN COUNCIL.

P.C. No. 762.

WHEREAS the regulations for the disposal of petroleum and natural gas rights, the property of the Crown, in the Western Provinces and Territories, approved by Order in Council, dated the nineteenth day of January, 1914, and amended by subsequent Orders in Council, provide for the granting of leases of such rights, comprising an area not exceeding 1,920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of fifty cents an acre for the first year, and one dollar an acre for each subsequent year, but provision is made that expenditures incurred in actual drilling and other operations for the discovery of petroleum and natural gas, may be accepted in satisfaction of the rentals payable;

And whereas the Minister of the Interior reports that it has been represented that in the plains area of these provinces and territories, outcrops of rock formation do not frequently occur, so that even where surface indications of folding exist, the character of the underground horizons cannot be specifically determined, except by core drilling to a sufficient depth and with sufficient frequency to disclose the structure, and to permit of an intelligent selection being made of a drilling site, where the indications, as disclosed by preliminary drilling, are sufficiently favourable for the discovery of oil or gas to justify the large expenditure which would necessarily be incurred in drilling to depth;

That it would appear to be advisable that permission should be granted to conduct preliminary operations for the selection of suitable areas, and that protection should be given the operator during the period of such selection:

Therefore, the Deputy of His Excellency the Governor General in Council, on the recommendation of the Minister of the Interior, is pleased to order that the regulations for the disposal of petroleum and natural gas rights in the Western Provinces and Territories, above referred to, be and they are hereby amended by adding thereto the following provisions:

REGULATIONS GOVERNING THE ISSUE OF PERMITS TO PROSPECT FOR PETROLEUM AND NATURAL GAS, THE PROPERTY OF THE CROWN

The Agent of Dominion Lands for the district in which the rights applied for are situated, shall be authorized to accept applications for permits to prospect for petroleum and natural gas, the property of the Crown, and the Minister shall be authorized to issue such permits subject to the following terms and conditions:

1. The area and dimensions of a location which may be applied for under the provisions of these regulations, and the procedure to be followed in making such application, shall be similar in all respects to the regulations governing the issue of leases of petroleum and natural gas rights.

2. Permits to prospect for petroleum and natural gas, when issued, shall be subject to the provisions of the regulations for the disposal of petroleum and natural gas rights under lease, insofar as the same may be applicable.

3. The term of the permit shall be one year, at the expiration of which period the rights conveyed in the permit shall terminate.

4. A fee of five dollars shall accompany each application for a permit, which shall be refunded if the rights applied for are not available, but not otherwise.

5. The rental of the location, at the rate of ten cents for each acre applied for, shall accompany the application for a permit when filed in the office of the Agent of Dominion Lands.

6. The application shall also be accompanied by a cash bond in a sum at the rate of forty cents for each acre to be included in the permit, guaranteeing an expenditure during the term of the permit in actual core drilling or other like operations on the location for the determination of the underlying geologic structure, of a sum equal to the amount of such cash bond, and the bond so given shall be subject to forfeiture unless evidence is furnished to the satisfaction of the Minister that such expenditure was incurred during the period and for the purpose mentioned. Forfeiture, however, may, in the discretion of the Minister, be limited to that portion of the prescribed expenditure which the permittee may have failed to incur and prove. If evidence of the prescribed expenditure is submitted and accepted, the amount of the bond shall be returned to the permittee, or to his assignee, upon the relinquishment of the permit.

(2) No application for a permit shall be accepted or recorded unless it is accompanied by the full amount of the prescribed rental and the full amount of the prescribed bond.

7. Before the termination of the year for which the permit was granted, the permittee shall submit to the Minister a return, prepared under affidavit, containing a full and detailed statement of the prospecting and drilling operations conducted on the location during the term of the permit, the several items of expenditure so incurred, and the specific purpose for which each such item was expended.

(2) The Minister may enlarge, for a period not exceeding thirty days, the time within which this return shall be submitted.

8. The permittee may be permitted to relinquish his permit at any time during the term thereof, provided the prescribed expenditure has been incurred and accepted in the manner indicated, and he shall have the exclusive right, before the expiration or sooner determination of such permit, to submit application under the provisions of the regulations for a lease of the whole or a portion of the tract described in the permit so terminated.

9. Upon receipt of evidence satisfactory to the Minister that the permittee has incurred, during the term of his permit, expenditures in actual core drill-

To the Honourable

The Minister of the Interior.

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ing, or other operations on the location for purposes of structural discovery, equal to or greater than the amount of the bond given by such permittee, exclusive of the cost of the machinery and casing employed, and of all other extraneous expenses, but including reasonable depreciation, credit may be granted the permittee for such portion of the confirmed expenditure so incurred as the Minister may consider advisable.

(2) The credit so established may, in the discretion of the Minister, be applied on account of the prescribed rental of any petroleum and natural gas location acquired by lease under the regulations by such permittee, including the rental for the first year of any portion of the location described in the permit which the permittee may apply to lease under the provisions of section eight of these regulations. The credit so established shall be subject to reduction or withdrawal at any time, by order of the Minister.

10. Upon receipt of evidence of legitimate expenditures incurred by the permittee during the term of his permit, in core drilling for the determination of regional structure, on lands which are not the property of the Crown, lying adjacent or in close proximity to the location described in the permit, credit may be granted the permittee for such portion of the confirmed expenditure incurred on such lands, for the purpose specified, as the Minister may consider advisable; provided that evidence has been submitted to show that the work performed was of a character beneficial to the interests of the district in which the location lies, and that it was conducted in strict conformity with the technical requirements of the regulations; and provided, also, that the permittee has furnished the Minister with full geological and other data acquired by him as a result of such drilling.

~~11.~~ 10 At the expiration or sooner determination of the permit, in case the permittee has not exercised his prior right to apply for a lease under the regulations, notice shall be posted in the office of the Agent of Dominion Lands for a period of thirty days before the rights described in such cancelled permit, and which the permittee has not applied to lease, shall again become available for application under the regulations.

~~12.~~ 11 Before prospecting operations on the location described in the permit shall be commenced, the permittee shall submit to the Supervisory Engineer, or other officer named by the Minister, a statement containing detailed information as to the character of the operations to be conducted on the location, including a description of the process to be employed in collecting the required geological information, the method by which such information is to be conveyed to the Department, and the uses, purposes and disposal of the cores which may be obtained. Unless full and detailed information is submitted by the permittee under this section, and unless such information is satisfactory to and accepted by the Supervisory Engineer, or other officer, the cash bond furnished by the applicant shall be subject to forfeiture in the discretion of the Minister.

(2) The permittee shall from time to time, as prospecting and drilling operations on the location proceed, furnish the Minister, free of cost, and in the manner determined, with all geological and other data and reports obtained as a result of such prospecting and drilling, also with the logs of the several wells drilled, the conditions ascertained, and the results obtained.

~~(3) Similar information shall also be furnished by the permittee in connection with all prospecting operations of a like character conducted by him, or on his behalf, on lands the petroleum and natural gas rights of which are not the property of the Crown, provided such lands are adjacent to or in the immediate proximity of the area described in the permit, or lie within or adjoining the extreme limits of such area.~~

~~13.~~ 12 When the permittee has conducted drilling operations on his location to a sufficient extent, and with sufficient frequency, to indicate that the structure is not favourable for the production of oil or gas, but has not expended in such operations the amount prescribed by these regulations, the Minister may, in his discretion, allow the permittee to relinquish his permit, and may release the bond furnished, upon evidence, duly confirmed by the report of the Supervisory Engineer, being furnished that further expenditure in prospecting operations for the discovery of oil or gas on the location would not be warranted.

~~14.~~ 13 The permittee shall not assign, transfer or sub-let the rights granted under the permit, or any portion thereof, or any interest therein, without the consent, in writing, of the Minister being first had and obtained.

~~15.~~ 14 In case of default by the permittee in the due observance of the compliance with any of the terms or conditions under which the permit was granted, the Minister may, in his discretion, cancel the permit and declare the amount of the bond, or any portion of it, to be forfeited to the Crown.

(Signed) E. J. LEMAIRE,
Clerk of the Privy Council.

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REGULATIONS GOVERNING THE ISSUE OF PERMITS TO PROSPECT FOR PETROLEUM AND NATURAL GAS ON INDIAN RESERVES.

The Indian Agent for the Reserve in which the rights applied for are situate, shall be authorized to accept applications for permits to prospect for petroleum and natural gas on such reserve, and the Superintendent General shall be authorized to issue such permits subject to the following terms and conditions.

1. The area and dimensions of a location which may be applied for under the provisions of these regulations, and the procedure to be followed in making such application, shall be similar in all respects to the regulations governing the issue of leases of petroleum and natural gas rights.

2. Permits to prospect for petroleum and natural gas, when issued, shall be subject to the provisions of the regulations for the disposal of petroleum and natural gas rights under lease, insofar as the same may be applicable.

3. The term of the permit shall be one year, at the expiration of which period the rights conveyed in the permit shall terminate.

4. A fee of five dollars shall accompany each application for a permit, which shall be refunded if the rights applied for are not available, but not otherwise.

5. The rental of the location, at the rate of ten cents for each acre applied for, shall accompany the application for a permit when filed in the office of the Indian Agent.

6. The application shall also be accompanied by a cash bond in a sum at the rate of forty cents

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for each acre to be included in the permit, guaranteeing an expenditure during the term of the permit in actual core drilling or other like operations on the location for the determination of the underlying geologic structure, of a sum equal to the amount of such cash bond, and the bond so given shall be subject to forfeiture unless evidence is furnished to the satisfaction of the Superintendent General that such expenditure was incurred during the period and for the purpose mentioned. Forfeiture, however, may, in the discretion of the Superintendent General, be limited to that portion of the prescribed expenditure which the permittee may have failed to incur and prove. If evidence of the prescribed expenditure is submitted and accepted, the amount of the bond shall be returned to the permittee, or to his assignee, upon the relinquishment of the permit.

7. Before the termination of the year for which the permit was granted, the permittee shall submit to the Superintendent General a return, prepared under affidavit, containing a full and detailed statement of the prospecting and drilling operations conducted on the location during the term of the permit, the several items of expenditure so incurred, and the specific purpose for which each such item was expended.

8. The permittee may be permitted to relinquish his permit at any time during the term thereof, provided the prescribed expenditure has been incurred and accepted in the manner indicated, and he shall have the exclusive right, before the expiration or sooner determination of such permit, to submit application under the provisions of the regulations for

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a lease of the whole or a portion of the tract described in the permit so terminated.

9. Upon receipt of evidence satisfactory to the Superintendent General that the permittee has incurred, during the term of his permit, expenditures in actual core drilling, or other operations on the location for purposes of structural discovery, equal to or greater than the amount of the bond given by such permittee, exclusive of the cost of the machinery and casing employed, and of all other extraneous expenses, but including reasonable depreciation, credit may be granted the permittee for such portion of the confirmed expenditure so incurred as the Superintendent General may consider advisable.

(2) The credit so established may, in the discretion of the Superintendent General, be applied on account of the prescribed rental of any petroleum and natural gas location acquired by lease under the regulations by such permittee, including the rental for the first year of any portion of the location described in the permit which the permittee may apply to lease under the provisions of section one of these regulations. The credit so established shall be subject to reduction or withdrawal at any time, by order of the Superintendent General.

10. At the expiration or sooner determination of the permit, in case the permittee has not exercised his prior right to apply for a lease under the regulations, such rights shall again become available for application under the regulations.

11. Before prospecting operations on the location described in the permit shall be commenced, the

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the permittee shall submit to the Supervisory Engineer, or other officer named by the Superintendent General, a statement containing detailed information as to the character of the operations to be conducted on the location, including a description of the process to be employed in collecting the required geological information, the method by which such information is to be conveyed to the Department, and the uses, purposes and disposal of the cores which may be obtained. Unless full and detailed information is submitted by the permittee under this section, and unless such information is satisfactory to and accepted by the Supervisory Engineer, or other officer, the cash bond furnished by the applicant shall be subject to forfeiture in the discretion of the Superintendent General.

(2) The permittee shall from time to time, as prospecting and drilling operations on the location proceed, furnish the Superintendent General, free of cost, and in the manner determined, with all geological and other data and reports obtained as a result of such prospecting and drilling, also with the logs of the several wells drilled, the conditions ascertained, and the results obtained.

12. When the permittee has conducted drilling operations on his location to a sufficient extent, and with sufficient frequency, to indicate that the structure is not favourable for the production of oil or gas, but has not expended in such operations the amount prescribed by these regulations, the Superintendent General may, in his discretion, allow the permittee to relinquish his permit, and may release the bond furnished, upon evidence, duly

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confirmed by the report of the Supervisory Engineer, being furnished that further expenditure in prospecting operations for the discovery of oil or gas on the location would not be warranted.

13. The permittee shall not assign, transfer or sub-let the rights granted under the permit, or any portion thereof, or any interest therein, without the consent, in writing, of the Superintendent General being first had and obtained.

14. In case of default by the permittee in the due observance of the compliance with any of the terms or conditions under which the permit was granted, the Superintendent General may, in his discretion, cancel the permit and declare the amount of the bond, or any portion of it, to be forfeited to the Crown.

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REGULATIONS GOVERNING THE ISSUE OF PERMITS TO PROSPECT FOR PETROLEUM AND NATURAL GAS ON INDIAN RESERVES.

The Indian Agent for the Reserve in which the rights applied for are situate, shall be authorized to accept applications for permits to prospect for petroleum and natural gas on such reserve, and the Superintendent General shall be authorized to issue such permits subject to the following terms and conditions.

1. The area and dimensions of a location which may be applied for under the provisions of these regulations, and the procedure to be followed in making such application, shall be similar in all respects to the regulations governing the issue of leases of petroleum and natural gas rights.

2. Permits to prospect for petroleum and natural gas, when issued, shall be subject to the provisions of the regulations for the disposal of petroleum and natural gas rights under lease, insofar as the same may be applicable.

3. The term of the permit shall be one year, at the expiration of which period the rights conveyed in the permit shall terminate.

4. A fee of five dollars shall accompany each application for a permit, which shall be refunded if the rights applied for are not available, but not otherwise.

5. The rental of the location, at the rate of ten cents for each acre applied for, shall accompany the application for a permit when filed in the office of the Indian Agent.

6. The application shall also be accompanied by a cash bond in a sum at the rate of forty cents

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for each acre to be included in the permit, guaranteeing an expenditure during the term of the permit in actual core drilling or other like operations on the location for the determination of the underlying geologic structure, of a sum equal to the amount of such cash bond, and the bond so given shall be subject to forfeiture unless evidence is furnished to the satisfaction of the Superintendent General that such expenditure was incurred during the period and for the purpose mentioned. Forfeiture, however, may, in the discretion of the Superintendent General, be limited to that portion of the prescribed expenditure which the permittee may have failed to incur and prove. If evidence of the prescribed expenditure is submitted and accepted, the amount of the bond shall be returned to the permittee, or to his assignee, upon the relinquishment of the permit.

7. Before the termination of the year for which the permit was granted, the permittee shall submit to the Superintendent General a return, prepared under affidavit, containing a full and detailed statement of the prospecting and drilling operations conducted on the location during the term of the permit, the several items of expenditure so incurred, and the specific purpose for which each such item was expended.

8. The permittee may be permitted to relinquish his permit at any time during the term thereof, provided the prescribed expenditure has been incurred and accepted in the manner indicated, and he shall have the exclusive right, before the expiration or sooner determination of such permit, to submit application under the provisions of the regulations for

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a lease of the whole or a portion of the tract described in the permit so terminated.

9. Upon receipt of evidence satisfactory to the Superintendent General that the permittee has incurred, during the term of his permit, expenditures in actual core drilling, or other operations on the location for purposes of structural discovery, equal to or greater than the amount of the bond given by such permittee, exclusive of the cost of the machinery and casing employed, and of all other extraneous expenses, but including reasonable depreciation, credit may be granted the permittee for such portion of the confirmed expenditure so incurred as the Superintendent General may consider advisable.

(2) The credit so established may, in the discretion of the Superintendent General, be applied on account of the prescribed rental of any petroleum and natural gas location acquired by lease under the regulations by such permittee, including the rental for the first year of any portion of the location described in the permit which the permittee may apply to lease under the provisions of section one of these regulations. The credit so established shall be subject to reduction or withdrawal at any time, by order of the Superintendent General.

10. At the expiration or sooner determination of the permit, in case the permittee has not exercised his prior right to apply for a lease under the regulations, such rights shall again become available for application under the regulations.

11. Before prospecting operations on the location described in the permit shall be commenced, the

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the permittee shall submit to the Supervisory Engineer, or other officer named by the Superintendent General, a statement containing detailed information as to the character of the operations to be conducted on the location, including a description of the process to be employed in collecting the required geological information, the method by which such information is to be conveyed to the Department, and the uses, purposes and disposal of the cores which may be obtained. Unless full and detailed information is submitted by the permittee under this section, and unless such information is satisfactory to and accepted by the Supervisory Engineer, or other officer, the cash bond furnished by the applicant shall be subject to forfeiture in the discretion of the Superintendent General.

(2) The permittee shall from time to time, as prospecting and drilling operations on the location proceed, furnish the Superintendent General, free of cost, and in the manner determined, with all geological and other data and reports obtained as a result of such prospecting and drilling, also with the logs of the several wells drilled, the conditions ascertained, and the results obtained.

12. When the permittee has conducted drilling operations on his location to a sufficient extent, and with sufficient frequency, to indicate that the structure is not favourable for the production of oil or gas, but has not expended in such operations the amount prescribed by these regulations, the Superintendent General may, in his discretion, allow the permittee to relinquish his permit, and may release the bond furnished, upon evidence, duly

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confirmed by the report of the Supervisory Engineer, being furnished that further expenditure in prospecting operations for the discovery of oil or gas on the location would not be warranted.

13. The permittee shall not assign, transfer or sub-let the rights granted under the permit, or any portion thereof, or any interest therein, without the consent, in writing, of the Superintendent General being first had and obtained.

14. In case of default by the permittee in the due observance of the compliance with any of the terms or conditions under which the permit was granted, the Superintendent General may, in his discretion, cancel the permit and declare the amount of the bond, or any portion of it, to be forfeited to the Crown.

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EXTD.

WHEREAS the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and the Northwest Territories, approved by Order in Council dated the 7th day of February, 1927, provide for the granting of leases of such rights comprising an area not exceeding 1920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of One dollar an acre per annum.

AND WHEREAS the Superintendent General of Indian Affairs reports that the regulations for the disposal of petroleum and natural gas rights in effect on Dominion Lands provide for a payment of rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of One dollar per acre, payable in advance.

AND WHEREAS the Superintendent General reports that for more effective administration it would appear to be advisable that the regulations in effect on Indian reserves should be uniform as nearly as may be possible, with those on Dominion lands.

THEREFORE, His Excellency the Governor General in Council, on the recommendation of the Superintendent General of Indian Affairs, is pleased to order that section one of the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in Manitoba, Saskatchewan, Alberta, British Columbia and the Northwest Territories, above referred to, be and it is hereby amended as follows,-

"The petroleum and natural gas rights on "any Indian Reserve in Manitoba, Saskatchewan, "Alberta, British Columbia or the Northwest "Territories may be leased to applicants at "a rental of fifty cents an acre for the first "year, and for each subsequent year a rental "at the rate of One dollar an acre, payable "yearly in advance, provided that such petroleum "and natural gas rights have been released or "surrendered to His Majesty in trust, in accord-"ance with the provisions of subsection one of "section 49 of the Indian Act. The term of "the lease shall be for twenty-one years, "renewable for a further term of twenty-one "years, provided the lessee can furnish evidence "satisfactory to the Superintendent General to "show that during the term of the lease he has "complied fully with the provisions of such "lease and with the provisions of the regula-"tions in force from time to time during the "currency of the lease."

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WHEREAS the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and the North-west Territories, approved by Order in Council dated the 7th day of February, 1927, provide for the granting of leases of such rights comprising an area not exceeding 1920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of One dollar an acre per annum.

AND WHEREAS the Superintendent General of Indian Affairs reports that the regulations for the disposal of petroleum and natural gas rights in effect on Dominion Lands provide for a payment of rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of One dollar per acre, payable in advance.

AND WHEREAS the Superintendent General of Indian Affairs reports that it would appear to be advisable that permission should be granted to conduct preliminary operations for the selection of suitable areas, and that protection should be given the operator during the period of such selection:

THEREFORE , His Excellency the Governor General in Council, on the recommendation of the Superintendent General of Indian Affairs, is pleased to Order that the regulations for the disposal of petroleum and natural gas rights on Indian reserves in the western provinces and territories above referred to, be and they are hereby amended by adding thereto the following provisions,-

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WHEREAS the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and the Northwest Territories, approved by Order in Council dated the 7th day of February, 1927, provide for the granting of leases of such rights comprising an area not exceeding 1920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of One dollar an acre per annum.

AND WHEREAS the Superintendent General of Indian Affairs reports that the regulations for the disposal of petroleum and natural gas rights in effect on Dominion Lands provide for a payment of rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of One dollar per acre, payable in advance.

AND WHEREAS the Superintendent General of Indian Affairs reports that it has been represented that in these Provinces and Territories out-crops of rock formation do not frequently occur, so that even where surface indications of folding exist, the character of the underground horizons cannot be specifically determined except by core drilling to a sufficient depth and with sufficient frequency to disclose the structure and to permit of an intelligent selection being made of a drilling site where the indications as disclosed by preliminary drilling are sufficiently favorable for the discovery of oil or gas to justify the large expenditure which would necessarily be incurred in drilling to depth;

That it would appear to be advisable that permission should be granted to conduct preliminary operations for the selection of suitable areas, and that protection should be given the operator during the period of such selection:

THEREFORE, His Excellency the Governor General in Council, on the recommendation of the Superintendent General of Indian Affairs, is pleased to Order that the regulations for the disposal of petroleum and natural gas rights on Indian reserves in the western provinces and territories above referred to, be and they are hereby amended by adding thereto the following provisions,-

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Petroleum and Natural Gas Lease No.....

File No.....

This Indenture, made in duplicate this

day of in the year of our Lord, one thousand nine hundred

and

BETWEEN His Majesty King George the Fifth, represented herein by the Minister of the Interior of Canada, hereinafter called "The Minister," of the first part, and

hereinafter called the lessee, of the second part.

WHEREAS by Order of the Governor in Council, dated the nineteenth day of January, in the year of Our Lord, one thousand nine hundred and fourteen, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd of May, 1919, the 3rd of December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922, regulations were made for the disposal of petroleum and natural gas rights, the property of the Crown, in the provinces of Manitoba, Saskatchewan, and Alberta, the Yukon Territory, the Northwest Territories, the Railway Belt in the province of British Columbia, and the three and one-half million acres of land acquired by the Dominion from the province of British Columbia and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, Chapter 20, 7-8 Edward VII, a copy of which regulations is hereto appended.

AND WHEREAS the lessee having applied for a lease under the said regulations of the petroleum and natural gas rights in the lands hereinafter described, the Minister has granted such application upon the terms and conditions herein contained.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the rents and royalties hereinafter reserved and subject to the provisos, conditions, restrictions and stipulations hereinafter expressed and contained, His Majesty doth grant and demise unto the lessee, for the sole and only purpose of mining and operating for petroleum and natural gas, and of laying pipe lines and of building tanks, stations and structures thereon necessary and convenient to take care of said products.

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the

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Saving and reserving nevertheless unto His Majesty and his successors the helium of, from, or found combined with, or extractable, or which may be obtained out of, the petroleum and natural gas within or mined, won or produced from or out of the said parcel or tract of land and premises hereinbefore described and granted or demised or intended so to be, together with full power to win, separate and extract the same, and to treat the said petroleum and natural gas or subject the same to any operation or process which may be necessary, effective or advisable for that purpose, and to enter upon, use or occupy the said lands or so much thereof, and to such extent as may be necessary, and to set up and operate any machinery, appliances or plant, and to resort to any process or operation which may be useful for any of the purposes aforesaid.

TO HAVE AND TO HOLD the same unto the lessee for the term of

twenty-one years, to be computed from the day of

renewable for a further term of twenty-one years, provided the lessee furnishes evidence satisfactory to the Minister of the Interior to show that during the term of the lease he has complied fully with the conditions of such lease, and with the provisions of the regulations under which it was granted. Yielding and paying therefor during the first year of the said term unto His Majesty the clear yearly rent or sum of fifty cents of lawful money of Canada for each and every acre of land comprised within the said lands, and for each subsequent year of such term the rent or sum of one dollar ($1), such rent being payable

yearly in advance on the day of in each year of

the said term, the first of which payments has been made on or before the execution of these presents; and also rendering and paying therefor unto His Majesty a royalty at such rate as may from time to time be prescribed by Order of the Governor General of Canada in Council on the products taken out of the said lands, such rent and royalty to be free and clear of and from all rates and taxes and assessments and from all manner of deduction whatsoever except as hereinafter mentioned.

PROVIDED ALWAYS that this demise is granted upon and subject to the following provisos, conditions, restrictions and stipulations, that is to say:—

1. That the lessee shall and will well and truly pay or cause to be paid to the Minister at Ottawa, the rent and royalty hereby reserved, and shall and will make all returns at the times and in the manner herein or in or under the said regulations prescribed.

2. That the lessee shall and will well and truly and faithfully observe, perform and abide by all the obligations, conditions, provisos and restrictions in or under the said regulations imposed upon lessees or upon the said lessee.

3. That the lessee shall and will keep correct books of such kind, and in such form as may be prescribed by the Minister, showing the quantity of petroleum and natural gas taken out of the said lands, and whenever required so to do shall submit such books to the inspection of any officer or person appointed or authorized by the Minister to examine the same for the purpose of verifying the returns made by the lessee.

4. That the lessee shall and will, during the said term, make such provision for the disposal of the earth, rock, waste or refuse of the said lands that the same shall not be an inconvenience, nuisance or obstruction to any railway right of way, roadway, pass, passage, river, creek, or place, or to any private, public or Crown lands, or conflict with or embarrass the operating of any other mines on the said lands, or in any manner whatsoever occasion any private or public damage, nuisance or inconvenience.

5. That the lessee shall and will, during the said term, make and deliver to the Minister or to any officer or agent appointed or instructed by him to collect, obtain or receive the same, all such true and proper information of the working and operations of any mines on the said lands (the truth and accuracy of which shall be verified by oath or solemn declaration of the lessee or his manager, agent or employee cognizant of the facts) as the Minister shall from time to time direct.

6. That the lessee shall also make proper and reasonable compensation to any railway company for any damage caused to the right of way or station grounds of the railway or other property of the company upon the said lands.

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7. That the lessee shall and will permit any inspector or other person duly authorized in that behalf, with all proper or necessary assistants, at all reasonable times during the said term, quietly to enter into and upon the said lands mines and premises, and into all buildings erected thereon, and into any part thereof, and to survey and examine the state and condition thereof, so nevertheless that in so doing no unnecessary interference is caused with the carrying on of the mining work of the lessee and shall and will by all means in his power aid and facilitate such inspector or other person in making such entry, survey and examination.

8. That the lessee shall and will during the said term, open, use and work any mines and works opened and carried on by him upon the said lands in such manner only as is usual and customary in skilful and proper mining operations of similar character when conducted by proprietors themselves on their own lands, and when working the same shall keep and preserve the said mines and works from all avoidable injury and damage, and also the roads, ways, works, erections and fixtures therein and thereon in good repair and condition, except such of the matters and things last aforesaid as shall from time to time be considered by any inspector or other person authorized by the Minister to inspect and report upon such matters and things to be unnecessary for the proper working of any such mine, but so that no casing placed in any mine shall be removed or impaired, and in such state and condition shall and will at the end or sooner determination of the said term deliver peaceable possession thereof and of the said lands to His Majesty.

9. That the lessee shall and will during the said term enclose and keep enclosed all abandoned openings or excavations made in connection with or for the purpose of mining operations on the said lands with fences or walls sufficient to prevent cattle and other animals falling thereinto, such fences or walls to be of a height and character satisfactory to the Minister or to the inspector or other person duly authorized by him as aforesaid and to comply with any regulations or directions from time to time made or given by the Minister.

10. And the licensee in order to protect the operations of grantees or licensees of coal mining rights from being affected or interfered with by the escape of gas from wells bored pursuant to the rights hereby granted will land and effectively cement one or more strings of casing at such depth and in such manner as to prevent the escape of natural gas from the well into the coal horizon, or the percolating of water from the drill hole into the coal seams, when in the judgment of the Minister such protection is advisable or necessary.

11. That no waiver on behalf of His Majesty of any breach of any or either of the provisos, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Minister, and any waiver so expressed shall extend only to the particular breach so waived and shall not limit or affect His Majesty's rights with respect to any other or future breach.

12. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything therein contained.

13. That within two months from the termination of this lease from any cause, if all rent and royalty due thereunder shall have been paid, and all provisos, conditions, restrictions and stipulations hereby imposed upon the lessee shall have been duly observed and performed, the lessee may remove from the said lands all tools and machinery, buildings and erections which he may have placed thereon, but shall not remove or impair any of the casing which is necessary to the use and maintenance of the shafts or wells in any mine on the said lands, or any article, matter or thing the removal of which might cause such mine to cave in or give way, and that in default of removal within such period of two months all such tools and machinery, building and erections shall be absolutely forfeited and shall become and be the property of His Majesty.

14. Provided that, if in consequence of insufficient surveys or of any cause whatsoever the said demised premises are found to include a portion of the petroleum and natural gas rights demised to any other person under the regulations of any Order of the Governor General in Council, the lessee whose application was first recorded in accordance with the provisions of such regulations shall have priority.

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15. That if in the opinion of the Minister the said petroleum or its products or any portion thereof should at any time during this demise be required for the use of His Majesty's Canadian Navy, the Minister shall have a right of pre-emption of all crude petroleum oil or its products gotten or won under this demise for such use as aforesaid, the price to be agreed on between the Minister and the lessee or in case of difference to be fixed by the Exchequer Court of Canada.

16. And provided further and it is hereby declared that this lease is subject in all respects to the regulations of the Governor in Council, relating to petroleum, and to any regulations that may be issued in amendment of and in substitution therefor.

17. And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether payment thereof shall have been 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 (without judicial inquiry) 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 shall, from time of the giving of such notice absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and moreover 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 thereby be prejudiced.

18. And 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 to the address to which it is sent.

19. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for road purposes, not to exceed two and one-half per cent of the total area included in the lease, as provided in the Order in Council dated the 20th of November, 1907, P.C. 2499.

20. This lease is granted subject to the right of the Province to take, without compensation, such lands as may be required for right of way purposes in connection with drainage projects, not to exceed one per cent of the total area included in the lease, as provided in the Order in Council of the 17th of June, 1924, P.C. 1009.

Where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee; the expression "His Majesty" includes the successors and assigns of His Majesty; and the expression "Minister" includes the successors in office of the Minister of the Interior.

IN WITNESS WHEREOF the Deputy of the Minister of the Interior 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

.. ..

.....
for Deputy Minister of the Interior.

And by the lessee in the presence of

....
Witness. *Lessee.*

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Regulations for the disposal of Petroleum and Natural Gas rights, the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, approved by Order in Council dated the 19th January, 1914, re-enacted by Order in Council dated the 1st June, 1915, and amended by Orders in Council dated the 24th May, 1915, the 29th May, 1918, the 26th February, 1919, the 3rd May, 1919, the 3rd December, 1919, the 29th January, 1920, the 29th October, 1920 (2), the 4th November, 1920, the 19th November, 1920, the 22nd January, 1921, the 21st March, 1921, the 24th March, 1921, the 21st December, 1921, the 26th April, 1922, and the 16th October, 1922.

INTERPRETATION

"Minister" shall mean the Minister of the Interior of Canada.

"Adjoining" lands shall be those which are not separated by a section, or by any one of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more of the locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"River" shall mean a stream of water the bed of which is of an average width of 150 feet throughout the portion thereof on which the tract applied for fronts.

1. The petroleum and natural gas rights which are the property of the Crown, in Manitoba, Saskatchewan, Alberta, the Yukon Territory, the Railway Belt in the Province of British Columbia, and within the tract containing three and one-half (3½) million acres of land acquired by the Dominion Government from the Province of British Columbia, and referred to in subsection (*b*) of section 3 of the Dominion Lands Act, may be leased to applicants at a rental of fifty (50) cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar ($1.00) an acre, payable yearly in advance. The term of the lease shall be twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory to the Minister to show that during the term of the lease he has complied fully with the conditions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment.

Provided that a person who has been granted a lease for a location, and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided further, however, that such right shall not be granted unless all payments on account of rent or other liability to the Crown, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situated in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its

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breadth. In unsurveyed territory, if at least one of the lines bounding the tract applied for has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on surveyed lands shall be filed by the applicant in person with the Agent of Dominion Lands for the district in which the rights applied for are situated, or with a sub-agent for such district for transmission to the agent, but priority of application shall be based upon the date of the receipt of such application in the office of the Agent of Dominion Lands for the district.

5. If the rights applied for are situated in unsurveyed territory, application for a lease shall be made by the applicant in person to the Agent of Dominion Lands for the district in which the rights applied for are situated, or to a sub-agent for such district, for transmission to the agent.

6. Application for a location situated in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some prominent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

The application shall be accompanied by evidence, supported by affidavit of the locator, to show that the following requirements have been fully complied with:—

(*a*) That the location applied for has been defined on the ground by the locator in person by planting two wooden posts, at least four inches square, and standing not less than four feet above the ground—such posts being numbered "1" and "2" respectively. The distance between post No. "1" and post No. "2" shall not exceed 15,840 feet, and upon each post shall be inscribed the name of the locator and the date of the location. Upon post No. "1" there shall be written, in addition to the foregoing, the words "initial post," the approximate compass bearing of post No. "2" and a statement of the number of feet lying to the right and to the left of the line between post No. "1" and post No. "2." Thus—Initial post, direction of post No. "2".....feet lie to the right and .....feet to the left of the line, between post No. "1" and post No. "2."

When the tract which an applicant desires to lease has been located, he shall immediately mark the line between post No. "1" and post No. "2" so that it can be distinctly seen in a timbered locality, by blazing trees and cutting underbrush, and in a locality where there is neither timber nor underbrush he shall set posts of the above dimensions or erect mounds of earth or rock not less than two feet high and two feet in diameter at the base in such a manner that the line may be distinctly seen.

(*b*) All the particulars required to be inscribed on posts No. "1" and No. "2" shall be set out in the application and shall be accompanied by a plan showing the position of the tract in its relation to some prominent topographical feature or other known point, such plan to contain sufficient data to admit of the location being shown definitely on the records of the Department.

(*c*) The locator shall post a written or printed notice on a conspicuous part of the location applied for, setting out his intention to apply within thirty days from the date of such notice for a lease of the petroleum and natural gas rights under the said location.

(*d*) The application shall be accompanied by evidence, supported by the affidavit of the locator, in due form, to show that the above requirement of the regulations have been fully complied with.

7. Rescinded by Order in Council dated the 24th of May, 1915.

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8. Application for a lease of the petroleum and natural gas rights under lands situated in unsurveyed territory shall be made by the locator in person to the Agent of Dominion Lands for the district in which the tract applied for is situated or to a sub-agent for such district, within thirty days from the date upon which the tract applied for was staked as above provided, if it is situated within one hundred miles of the office of the agent or sub-agent, otherwise it will not be considered. One extra day, however, shall be allowed for every additional ten miles or fraction thereof that the location is distant more than one hundred miles from the office of the agent or sub-agent.

9. Where two or more persons lay claim to the same location, or to portions of the same location, situated in unsurveyed territory, the right to the lease shall be in him who can prove to the satisfaction of the Minister that he was the first to take possession of the tract in dispute by staking in the manner prescribed in these regulations, and that he made application for a lease within the specified time.

10. As soon as the survey of a township has been confirmed, all petroleum and natural gas leases embracing any portion of such township so surveyed and confirmed shall be made to conform to the Dominion Lands System of Survey, if the Minister so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions as nearly—as may be—the tract embraced in the leasehold in so far as the township so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued, until such portion is included in a confirmed survey.

11. As soon as the survey of a township has been confirmed, all petroleum and natural gas leaseholds embracing any portion of the township so surveyed and confirmed shall be subject to the withdrawal forthwith from the lease, without compensation to the lessees, of any portions which, in accordance with such confirmed survey, are found to be the property of the Hudson's Bay Company.

Provided, however, that upon such withdrawal being made from any location in good standing, the rental paid on the land so withdrawn, in whole or in part, may, in the discretion of the Minister, be refunded to the lessee.

12. The rental for the first year of the location applied for at the rate of fifty (50) cents per acre per annum, shall accompany the application filed in the office of the Agent of Dominion Lands for the district in which the rights applied for are situated, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease, when issued, shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If, during the term of the lease, the lessee shall fail to pay rental in advance for each subsequent year at the rate of one dollar ($1) per acre per annum within thirty days after the date upon which the same became due, the lease shall be subject to cancellation in the discretion of the Minister and to the immediate forfeiture of the rights which the lessee had in the said lease.

13. Provided that, if the lessee, in consideration of the expenditure to be incurred by him in actual boring operations upon his leasehold, makes application, at or before the beginning of the second and third years, respectively, of the term of the lease, for an extension of time within which to pay the rental when due, or becoming due, the Minister may grant such extension of time in writing, and if the lessee, before the end of the year in respect of which application was made, submits evidence to the Land Agent of the district in which the leasehold is situated, supported by affidavit, that during such year actual boring operations have been prosecuted upon his leasehold, as required by section 15 of these regulations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may be deducted from the rental which became due at the beginning of the said year. The balance of rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence, or to pay the balance of rental due, with interest, will render the lease liable to cancellation, as hereinbefore provided.

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14. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Minister may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Minister. Provided, however, that the Minister shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

15. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Minister, with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Minister, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Minister, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

16. The Minister may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected: Provided that such consolidation or grouping shall apply only to the second and third years of the term of the leases, and shall comprise only such leases as may at the time be included in such consolidation or grouping. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 14 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 15 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Minister.

17. The Minister may, in consideration of the expenditure to be incurred by a lessee in boring operations upon one or more of the locations included in a group, grant an extension of time within which to pay the rental for the second and third years of the term of the several leases so included, and upon receipt of the evidence required by section 13 of these regulations, he may deduct from the rental which became due at the beginning of the year in respect of the several locations grouped, the amount expended in actual boring operations on one or more of the locations, exclusive of the cost of machinery and casing. The balance of the rental due, if any, shall be paid at the same time as the evidence in regard to work done is submitted, as above required. Failure to submit such evidence or to pay the balance or the rental due, with interest, will render the several leases included in the group liable to cancellation.

18. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

19. The maximum area of the locations which may be included in one consolidation or group shall not exceed 20,000 acres, nor shall the locations so included be separated one from the other by a greater distance than two miles.

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20. The Minister may, upon application, grant a lessee during the second and third years of the term of the lease an extension of time within which to pay the rental and to install the prescribed machinery and equipment, and within which to commence actual boring operations upon the location, or upon a group of locations consolidated under the provisions of these regulations: Provided that evidence to the satisfaction of the Minister is furnished to show that an expenditure equal to that prescribed by these regulations in respect of boring operations, is to be incurred in some other acceptable and necessary form of preliminary development, having for its object the discovery of petroleum or natural gas, by which the interests of the district in which the locations are situated might be materially benefited. Upon receipt of evidence on or before the termination of the year, supported by affidavit and duly corroborated, that such expenditure has been incurred, and that the work done was of a character beneficial to the district, the Minister may deduct the amount of such expenditure from the amount due on account of the rental of the location or locations affected, in the manner prescribed in section 13 of these regulations. In case evidence is not furnished or if furnished is not acceptable to the Minister, the leases shall be subject to immediate cancellation in the discretion of the Minister.

In case an extension of time is granted during the second and third years of the term of a lease within which to install machinery and commence boring operations on any location under the grouping provisions of these regulations, then the provisions of sections 14 and 15 of the regulations shall apply to the fourth year of the term of the lease of such location.

20a. If the expenditure incurred in boring operations on a location or on a number of locations, grouped under the provisions of these regulations, has been accepted in satisfaction of the rental of such locations or group for the second and third years of the term of the lease or of the leases affected, as provided for in sections 13, 17 or 20 of these regulations, the Minister may, in consideration of the further expenditure to be incurred in actual boring operations or the discovery of petroleum or natural gas, grant the lessee an extension of time within which to pay the rental for the fourth and for the fifth years, respectively, of such term, and if the lessee, before the end of the year for which the extension was granted, submits satisfactory evidence, supported by affidavit, to show that during such year actual boring operations have been prosecuted with reasonable diligence upon the location or upon the group of locations, the amount expended in such boring operations, exclusive of the cost of machinery and casing, may, in the discretion of the Minister, be deducted from the rental which became due at the beginning of the said year, provided that petroleum and natural gas in paying quantity has not, in the opinion of the Minister, been discovered on the location or on the group of locations affected by such extension.

Upon the receipt of evidence to the satisfaction of the Minister that a lessee has incurred during the term of the lease expenditures in boring operations on, or in the preliminary development of, a location or locations acquired under these regulations, greater than the amount which may be accepted in satisfaction of the rentals of the location or locations affected, without having discovered oil in commercial quantity, the Minister may place to the credit of the lessee such portion of the excess expenditures shown to have been incurred as he may consider advisable, and may apply such credit or such portion thereof as he may decide to the payment of the rentals of petroleum and natural gas locations acquired under these regulations, standing recorded in the name of such lessee, upon which oil has not been found; subject to the conditions, however, that the lessee shall continue to prosecute active boring operations to an extent proportionate, in the opinion of the Minister, to the credit to be established and to the satisfaction of the Minister; and subject also to the condition that as soon as the Minister shall decide that oil in commercial quantity has been discovered on a location or group of locations, no further payment of the rentals of such locations shall be made from the credit so established. If the lessee fails to continue and to actively prosecute the additional prospecting operations in the manner prescribed, the credit so established shall be subject to reduction or withdrawal, in the discretion of the Minister.

21. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without

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the permission of the Minister being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

22. In case the surface rights of a petroleum and natural gas location have been patented, or have been disposed of by the Crown under any Act or regulation which contemplates the earning of patent for such surface rights, and the lessee of the petroleum and natural gas rights cannot make an arrangement with the owner of such surface rights, or with his agent, or the occupant thereof, for entry upon the location, or for the acquisition of such interest in the surface rights as may be necessary for the efficient and economical operation of the rights acquired under his lease, he may, provided the mineral rights in the land affected with access thereto and the right to use and occupy such portion of the land as may be necessary for the effectual working of the minerals therein have been reserved to the Crown in the original grant of the surface rights, apply to the Minister for permission to submit the matter in dispute to arbitration. Upon receiving such permission in writing, it shall be lawful for the lessee to give notice to the owner, or his agent, or the occupant, to appoint an arbitrator within a period of sixty days from the date of such notice, to act with another arbitrator named by the lessee, in order to determine what portion of the surface rights the lessee may reasonably acquire:—

(*a*) For the efficient and economical operation of the rights and privileges granted him under his lease;

(*b*) The exact position thereof, and

(*c*) The amount of compensation to which the owner or occupant shall be entitled.

23. The notice mentioned in this section shall be according to a form to be obtained upon application to the Agent of Dominion Lands for the district in which the land in question is situated, and shall, when practicable, be personally served on the owner of such land, or his agent, if known, or the occupant thereof, and after reasonable efforts have been made to effect personal service without success, then such notice shall be served by leaving it at or sending it by registered mail to the last known place of abode or address of the owner, agent or occupant, and by posting a copy of the same in the office of the Agent of Dominion Lands for the district in which the land in question is situate. Such notice shall be ten days if the owner, or his agent, resides in the district in which the land is situate; if out of the district and if in the province or territory, twenty days, and if out of the province or territory, thirty days, before the expiration of the time limited in such notice. If the owner, or his agent, or the occupant of the land refuses or declines to appoint an arbitrator, or when, for any reason, no arbitrator is so appointed in the time limited therefor in the notice provided for by this section, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith, on being satisfied by affidavit that such notice has come to the knowledge of such owner, agent or occupant, or that such owner, agent or occupant, wilfully evades the service of such notice, or cannot be found, and that reasonable efforts have been made to effect such service, and that the notice was left at the last place of abode or known address of such owner, agent or occupant, as above provided, appoint an arbitrator on his behalf.

24. In case the two arbitrators cannot agree upon the award to be made, they may, within a period of ten days from the date of the appointment of the second arbitrator, select a third arbitrator, and when such two arbitrators cannot agree upon a third arbitrator, the Agent of Dominion Lands for the district in which the land in question is situate shall forthwith select such third arbitrator.

25. All the arbitrators appointed under the authority of these regulations shall be sworn before a justice of the peace to the impartial discharge of the duties assigned to them, and after due consideration of the rights of the owner and the needs of the lessee they shall decide as to the particular portion of the surface rights which the latter may reasonably acquire for the efficient and economical operation of the rights and privileges granted him under his lease, the area thereof, and the amount of compensation therefor to which the owner or occupant shall be entitled.

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26. In making such valuation the arbitrators shall determine the value of the land irrespective of any enhancement thereof from the existence of minerals thereunder.

27. The award of any of two such arbitrators made in writing shall be final, and shall be filed with the Agent of Dominion Lands for the district in which the land is situate, within twenty days from the date of the appointment of the last arbitrator. Upon the order of the Minister the award of the arbitrators shall immediately be carried into effect.

28. The arbitrators shall be entitled to be paid a per diem allowance of five dollars ($5) together with their necessary travelling and living expenses, while engaged in the arbitration, and the cost of such arbitration shall be in the discretion of the arbitrators.

29. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should salt water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Minister, close the well at such a depth as may prevent such water from gaining access to the oil-bearing formation.

The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Minister may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Minister.

29a. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Minister may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Crown in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Minister may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Minister in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

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1. The particular point on the location at which operations are to be conducted.

2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Minister.

3. The size and weight of casing to be used.

4. The kind of drilling rig to be employed.

5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee to so notify the Minister of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Minister in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Minister, or from such officer as the Minister may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well—if he has not already done so—and submit a declaration containing the following information:—

1. The approximate date upon which the proposed abandonment or removal shall begin.

2. The quantity and size of casing in the well.

3. The quantity and size of casing proposed to be removed.

4. The depth at which water was encountered.

5. The manner in which water has been or will be effectively shut off.

6. The depth at which natural gas was encountered.

7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

30. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Crown, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

31. The lease shall in all cases include only the oil and natural gas, the property of the Crown, in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar ($1) an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Minister may consider necessary for the efficient and economical working of the rights granted him.

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32. Rescinded by an amendment to the Dominion Lands Act assented to on the 12th of June, 1914, Chap. 27, 4-5 George V.

33. If it is not established to the satisfaction of the Minister that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Minister.

34. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described in the lease, except in accordance with regulations duly approved by the Minister.

35. A fee of five dollars ($5) shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

36. The lease shall be in such form as may be determined by the Minister of the Interior, in accordance with the provisions of these regulations.

37. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, without the consent in writing of the Minister being first had and obtained.

38. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Crown of such royalty thereon as may from time to time be fixed by the Governor in Council, the royalty to be collected in such manner as may be specified by the Minister.

39. A royalty at such rate as may from time to time be specified by Order in Council may be levied and collected on the natural gas products of the leasehold. For a period of five years after the date upon which the Minister of the Interior may decide that oil in commercial quantity has been discovered on lands acquired under the provisions of these regulations, the royalty to be collected by the Crown shall not exceed five per cent of the output or five per cent of the sales of the products of locations so acquired, as may be decided by the Minister, nor shall it be less than two and one-half per cent of such sales during that period. For a further period thereafter of five years, the royalty to be collected shall not exceed ten per cent of the sales of the products of locations. nor shall it be less than five per cent of the sales during that period; and thereafter the royalty shall be ten per cent of the sales of the products of locations acquired under the provisions of these regulations.

40. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions.

41. The Minister may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the produce thereof, had possession, and control of the location and of the building, works, machinery and plant not been assumed.

42. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Minister, so long as the said wells continue to yield oil in remunerative quantity.

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43. At the end of each year of the term of the lease the lessee shall furnish a statement, supported by affidavit, showing the number of days during the year that operations were carried on upon the location; the number of men so employed; the character of the work done; the depth attained; the total expenditure incurred; a detailed statement setting out fully the purpose for which such expenditure was incurred; the quantity of crude oil or natural gas obtained and the amount realized from the sale thereof. Failure to furnish such yearly return will render the lessee subject to a fine of ten dollars ($10) a day for each day's delay in furnishing the sworn statement, and after three months' delay the lease shall be subject to cancellation.

44. In the tract of three and one-half (3½) million acres of land in the Peace River district of British Columbia, described in subsection (*b*) of section three of the Dominion Lands Act, every homestead entry and every lease of natural resources in or on Dominion lands shall be made subject to the right of the province to take for road purposes, without compensation, such land as may be required, not exceeding five per cent of the total area, provided the value of any improvements found in the parcel required for road purposes shall be paid for by the province, in accordance with its Act, Chapter 28 of the Statutes of British Columbia, 1917, and any amendment thereto. Provided that this right shall not be held to apply to lands included in a Dominion Park.

45. When a petroleum and natural gas lease, issued under the provisions of these regulations, is cancelled in the records of the Department of the Interior, the rights described in such lease shall not again become available for application under the regulations, but shall be reserved to the Crown for disposal by public auction, after notice has been duly posted in the office of the mining recorder for the district in which the lands are situated, and such other notice given as the Minister of the Interior may direct.

If any person subsequently submits to the mining recorder a request in writing that the oil and gas rights formerly included in the cancelled lease be again made available, and expresses his willingness to pay a bonus in addition to the prescribed rental of such rights, notice may be posted for a period of thirty days in the office of the mining recorder, and such other notice given as the Minister may direct, that the available rights for which application has been made will be disposed of at public auction in the office of the mining recorder at an hour and on a date to be mentioned in the notice, and the procedure shall be that prescribed by the Minister.

The auction shall be conducted by the mining recorder or by such person as he may designate, and the highest or any bid need not necessarily be accepted. The person whose tender may be accepted shall immediately deposit with the mining recorder the amount of the bonus offered, together with the prescribed fee and the rental for the first year of the location applied for. If the location is situated in surveyed territory, he shall immediately file with the mining recorder an application for a lease of the rights in question, prepared in duplicate, and if the location is situated in unsurveyed territory, he shall be given such period as the mining recorder may determine to stake out and make application for such location in the manner prescribed in the regulations. The amount of the bonus paid shall be endorsed on both copies of the form of application.

Provided that if at any time prior to the posting of notice of the disposal at public auction of the rights described in a cancelled petroleum and natural gas lease, the person in whose name such lease stood recorded at the date of cancellation, applies to the mining recorder for the district for reinstatement in the rights which he formerly had to such lease, and tenders the full amount of the rental which should have been paid to maintain the same in good standing, with interest, such person may be reinstated in the right which he formerly had to the lease, if the rights sought to be re-acquired are still available for disposal.

If, however, notice has been posted in accordance with the regulations of the disposal at public auction of the rights included in such cancelled lease, the application made for reinstatement shall be accompanied by the full amount of the rental which should have been paid to maintain such lease in good standing, with interest, which payment shall be retained and treated as a reserved bid

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when the auction is held, and shall be announced as such by the auctioneer at the opening of the sale. In case such applicant is unsuccessful in obtaining reinstatement in the right which he formerly had, the amount thus tendered may then be refunded.

46. Any person who is eligible to acquire a lease under these regulations may personally submit to the mining recorder for the district in which the lands affected lie a statement in writing that to his certain knowledge the requirements of the regulations, as specified in such statement, are not being complied with in connection with any petroleum and natural gas lease of more than eighteen months' standing, and may also submit with such statement, an application for the cancellation of the lease owing to the defaults enumerated.

Upon receipt of an application for the cancellation of a lease notice in writing will be sent to the last known address of the lessee, advising him of the defaults complained of and giving him a period of sixty days from the date of notification within which to remedy the same, or to show cause why the lease should not be cancelled for failure to do so.

In the event of the cancellation of a lease, as a direct result of the statements made and the application for cancellation submitted, the person who made application for cancellation will for a period of thirty days have the first right to obtain a lease of the rights affected under the provisions of these regulations, but without public auction.

FOREST RESERVES

By an Order in Council dated the 29th October, 1920, the foregoing regulations, established by Order in Council dated the 19th January, 1914, as amended by subsequent Orders in Council, were extended and made to apply to lands comprising Dominion forest reserves, as constituted by the Dominion Forest Reserves and Parks Act, assented to on the 19th May, 1911, and amendments thereto, with the exception of such portions of the said reserves as have been proclaimed Dominion parks, and subject to the following special conditions, reservations and restrictions:—

1. The petroleum and natural gas rights, the property of the Crown, in the forest reserves above mentioned, may be acquired under and in accordance with the provisions of the regulations above referred to, excepting that the maximum area located or staked as hereinafter provided may be double the area provided in the above regulations, that is, three thousand eight hundred and forty acres. The claim so located or staked shall be rectangular in shape, except where the boundary of a previously located tract or the boundary of a forest reserve is adopted as a common boundary and the length thereof shall not exceed six miles, nor shall it exceed six times the breadth;

2. The area so located or staked shall be divided into two parts, each of rectangular shape, except as already provided, of equal area as nearly as may be, one of which shall be reserved to the Crown and the locator shall furnish the information and evidence of locating and staking required by section 6 of the regulations aforesaid in respect of the claim as originally staked, and he shall state which half he desires to lease and which half is to be reserved for the Crown. The location to be applied for and the location to be reserved shall be marked on the ground in the manner prescribed by section 6 aforesaid;

3. The applicant shall submit with his application a statement supported by affidavit that from surface indications visible, and from geological information available, the tract selected by him as a Crown reservation is as favourable in all respects for the discovery of petroleum as that which he has applied to lease for that purpose. Any attempt to defraud the Crown by making a false declaration as to the relative value for petroleum purposes of the location applied for and that selected for the Crown may, in the discretion of the Minister, be punished by cancellation of the lease issued or the withdrawal therefrom of a portion of the tract so leased;

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4. On the posts marking the locations the locator shall place the inscriptions required by section 6, and in addition he shall place on the posts marking the location to be reserved to the Crown, the words "Crown Reserve," and shall post on the location selected for the Crown a written or printed notice setting out that it is a Crown reservation.

5. In unsurveyed territory the location shall be staked along its greatest dimensions, and the bearing of the location line shall be given in degrees and minutes;

6. The locator shall submit with his application a plan in duplicate drawn to a scale, showing the position of the location as staked on the ground, the manner in which it has been divided, the position of the half he desires to lease, and the half to be reserved for the Crown. The plan shall contain sufficient data to admit of the position of these locations being shown in their proper position on the records of the department. Unless definite information is furnished as to the exact position of the location so staked the application for a lease will not be considered;

7. In case the lands affected are surveyed lands within the meaning of the Petroleum and Natural Gas Regulations staking shall not be necessary, but the location shall be described by legal subdivision, or regular portions thereof, section, township and range, comprising a definite description of the location applied for and of the location to be reserved to the Crown;

8. The minimum area of a location which may be acquired by lease under the provisions of these regulations shall be eighty acres, but in the case of a location of less than eighty acres, where the petroleum and natural gas rights adjoining it are not available, application for a less area, one-half of which shall be reserved to the Crown, may be granted;

9. If the lease issued to an applicant under the provisions of these regulations is relinquished or cancelled, the location so leased, as well as the reservation created in connection therewith, may, if the Minister so determines, again be open to application under the provisions of these regulations.

10. If, for any reason, it is considered necessary or advisable to have a survey made of any location or locations applied for or leased under these regulations, owing to an alleged conflict of locations, or in order to determine the exact position of such location or locations, or in order to settle any dispute which may arise respecting the same or respecting any location or locations reserved for the Crown, the Minister may direct that such a survey be made by a Dominion Lands Surveyor under proper instructions, and may require payment in advance of the costs of such survey to be made by the applicant for or the recorded owner of the location or locations to be surveyed in whole or in part, or the Minister may require such portion of the payment of the costs as may seem to him just. Failure on the part of the applicant or lessee to make such payment in advance, when called upon to do so by the proper officer of the department, shall render the application or lease subject to immediate cancellation in the discretion of the Minister;

11. Application for a lease of any surface rights within forest reserves required for the efficient operation of the rights which may be acquired under the provisions of these regulations shall be made to the Director of Forestry, or to the officer in charge of the reserve affected. The occupancy of land in a forest reserve shall be under the supervision of the officer in charge thereof;

12. The lessee shall do no unnecessary damage to timber, and shall carefully observe the provisions of the regulations relating to forest reserves, which may be made from time to time;

13. No trees on the reserve shall be cut by the lessee or on his behalf without the permission of the Director of Forestry, and when any trees are cut by him he shall carefully clear the ground of all tops and branches and other débris of such cutting, and shall so dispose of them as to prevent danger from fire, in accordance with the instructions of the officer in charge of the reserve. If

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in order to so dispose of such débris it is necessary to burn it, the lessee shall give due notice of his intention so to do to the officer in charge of the reserve, and before he proceeds to burn such débris shall obtain the consent of such officer; and shall comply with all the conditions imposed by such officer in regard to such burning.

14. The lessee shall cause to be cleared of combustible material such area around any mill or other works constructed or operated by him as may be determined by the forest officer to be necessary, and if in the opinion of the forest officer it is necessary and practicable, the lessee shall construct and maintain a ploughed fire-guard around such area;

15. Every engine operated by the power of steam that is used by the lessee shall be provided with and have in use all the most approved and efficient appliances to prevent the escape of fire from the furnace or ash-pan or from the smoke-stack of such engine, including a spark-arrester in connection with the smoke-stack, which appliances shall be kept properly fitted and in a proper state of repair, and it shall be the duty of every engineer in charge of such engine to use all necessary means and appliances to prevent the escape of fire;

16. The machinery and equipment which the lessee shall be required to install on the location as provided in section 14 of the regulations, shall include a portable fire-engine and equipment, to be maintained in a state of efficiency for immediate use to the satisfaction of the forest officer, together with a reserve of water sufficient for the use of such engine in case of fire;

17. These regulations shall come into force on the sixth day of December, 1920, at the hour of nine o'clock in the forenoon.

Regulations approved by the Minister on the 7th day of February, 1922, under the authority contained in the fourth paragraph of section 29 of these regulations, governing the manner in which boring operations shall be conducted and the manner in which wells shall be operated.

(1) The lessee of a petroleum location upon which boring operations are being carried on, shall be required, under the regulations, to maintain through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate, and one of the copies thereof shall be at all times retained at the well, and shall be open to inspection by the Petroleum Engineer.

(2) The recorded owner of a petroleum location upon which operations are being conducted shall, upon receipt of a request from the Petroleum Engineer, cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at the interval depths required by the Petroleum Engineer. The samples, when taken, shall be accurately tabulated and preserved at the well until collected by or on behalf of the Petroleum Engineer. Bags in which to preserve the said samples and all equipment necessary for collecting the same shall be supplied to the operator by the Petroleum Engineer.

OTTAWA: Printed by F. A. ACLAND, Printer to the King's Most Excellent Majesty, 1926.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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DEPARTMENT OF INDIAN AFFAIRS

LANDS AND TIMBER BRANCH

REGULATIONS

FOR THE DISPOSAL OF

PETROLEUM AND NATURAL GAS RIGHTS

ON INDIAN RESERVES

OTTAWA
F. A. ACLAND
PRINTER TO THE KING'S MOST EXCELLENT MAJESTY
1927

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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REGULATIONS FOR THE DISPOSAL OF PETROLEUM AND NATURAL GAS RIGHTS ON INDIAN RESERVES IN MANITOBA, SASKATCHEWAN, ALBERTA, BRITISH COLUMBIA AND THE NORTHWEST TERRITORIES, APPROVED BY ORDER IN COUNCIL DATED FEBRUARY 7, 1927.

INTERPRETATION

Interpretation.

"Superintendent General" shall mean the Superintendent General of Indian Affairs of Canada.

"Department" shall mean the Department of Indian Affairs of Canada.

"Adjoining" lands shall be those which are not separated by a section or by any of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"Supervisory Engineer" shall mean the officer so designated by the Department of the Interior or the officer appointed by that Department who is in charge of the inspection of operation and development of petroleum and natural gas in Dominion lands.

Leasing terms and conditions.

1. The petroleum and natural gas rights on any Indian Reserve in Manitoba, Saskatchewan, Alberta, British Columbia or the Northwest Territories may be leased to applicants at a rental of one dollar an acre per annum, payable yearly, in advance, provided that such petroleum and natural gas rights have been released or surrendered to His Majesty, in trust, in accordance with the provisions of subsection one of section 49 of the Indian Act. The term of the lease shall be for twenty-one years, renewable for a further term of twenty-one years, provided the lease can furnish evidence satisfactory to the Superintendent General to show that during the term of the lease he has complied fully with the provisions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

10 yr
amended

Maximum area of location.

2. The maximum area of a petroleum and natural gas location shall be 1,920 acres, and no person shall be permitted to acquire a greater area, except by assignment. Provided that a person who has been granted a lease for a location and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

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Provided further, however, that such rights shall not be granted unless all payments on account of rent or other liability to the Department, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situate in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its breadth. In unsurveyed territory, if at least one of the lines bounding the tract has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

Filing of application.

4. Application for a lease of the petroleum and natural gas rights on an Indian Reserve shall be filed by the applicant in person, with the Indian Agent of the Indian Reserve in which the rights applied for are situate, or with the Department direct, but priority of application shall be based upon the date of the receipt of such application in the Department.

5. Application for a location situate in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some permanent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

6. As soon as the survey of an Indian Reserve has been confirmed, all petroleum and natural gas leases embracing any portion of such reserve so surveyed and confirmed, shall be made to conform to the Dominion Lands system of survey, if the Superintendent General so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions—as nearly as may be—the tract embraced in the leasehold, in so far as the reserve so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall, continue to be described as in the lease originally issued until such portion is included in a confirmed survey.

Rental payable in advance.

7. The rental for the first year, of the location applied for, at the rate of one dollar per acre per annum, shall accompany the application filed in the Department or in the office of the Indian Agent for the reserve in which the rights applied for are situate, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease when issued shall bear date from the day upon which it is so issued, or the date of its

acceptance, whichever may be the earlier. If during the term of the lease the lessee shall fail to pay rental in advance for each subsequent year, at the rate of one dollar per acre per annum, within thirty days after the date on which the same became due, the lease shall be subject to cancellation in the discretion of the Superintendent General, and to the immediate forfeiture of the rights which the lessee had in the said lease.

Installation of machinery on location.

8. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Superintendent General may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Superintendent General. Provided, however, that the Superintendent General shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

9. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Superintendent General with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Superintendent General, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Superintendent General, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

Consolidation of operations and expenditure.

10. The Superintendent General may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 8 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring operations are not commenced and continued on such location or locations in the manner set out in section 9 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Superintendent General.

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11. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

Rights of other lessees.

12. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without the permission of the Superintendent General being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

Superintendent General may control boring operations.

13. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Superintendent General, close the well at such depth as may prevent such water from gaining access to the oil-bearing formation.

The Superintendent General may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Superintendent General may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Superintendent General.

14. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Superintendent General may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Department in stopping the escape of

natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Superintendent General may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Superintendent General in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:—

1. The particular point on the location at which operations are to be conducted.
2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Superintendent General.
3. The size and weight of casing to be used.
4. The kind of drilling rig to be employed.
5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee to so notify the Superintendent General of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Superintendent General in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Superintendent General, or from such officer as the Superintendent General may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well—if he has not already done so—and submit a declaration containing the following information:—

1. The approximate date upon which the proposed abandonment or removal shall begin.
2. The quantity and size of casing in the well.
3. The quantity and size of casing proposed to be removed.
4. The depth at which water was encountered.
5. The manner in which water has been or will be effectively shut off.
6. The depth at which natural gas was encountered.
7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

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Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as shall as any lease or leases with which the same may be grouped under the provisions of the regulations.

Lessee may relinquish location.

15. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Department, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

Oil shale rights not included.

16. The lease shall in all cases include only the oil and natural gas in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Superintendent General may consider necessary for the efficient and economical working of the rights granted him.

Lease may be terminated.

17. If it is not established to the satisfaction of the Superintendent General that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Superintendent General.

18. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described in the lease, except in accordance with regulations duly approved by the Superintendent General.

19. A fee of five dollars shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

20. The lease shall be in such form as may be determined by the Superintendent General of Indian Affairs, in accordance with the provisions of these regulations.

Assignment or sub-leasing.

21. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, or any interest therein, without the consent in writing of the Superintendent General being first had and obtained.

Royalty payable on output.

22. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Department of ten per cent of the output, the royalty to be collected in such manner as may be specified by the Superintendent General.

23. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions.

Superintendent General may assume possession and control.

24. The Superintendent General may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall not exceed the profit which the lessee would have earned in the working of the location and the disposal of the products thereof, had possession, and control of the location and of the buildings, works, machinery and plant not been assumed.

25. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Superintendent General, so long as the said wells continue to yield oil in remunerative quantity.

OPERATION AND DEVELOPMENT

26. A lessee or operator of a petroleum and natural gas location upon which boring operations are being conducted shall be required, under the regulations, to maintain, through the drillers in charge, a daily report of operations conducted on such location. Such report shall be prepared in duplicate, and one of the copies thereof shall be, at all times, retained at the well, and shall be open to inspection by the Supervisory Engineer or any duly authorized officer of the Department. In addition, the lessee or operator shall furnish a duplicate copy thereof to the Supervisory Engineer on the form provided for that purpose, or on the company's form, provided it is acceptable to the Department. Such daily reports to be forwarded to the Supervisory Engineer or to an officer acting for him, at the end of each and every week during the course of operations upon the location.

27. The recorded owner or operator of a petroleum and natural gas location upon which drilling operations are being conducted, shall cause to be preserved and maintained a series of samples of the various formations which the drill may penetrate in boring the well, such samples to be taken at interval depths of ten feet, or at lesser intervals if required, which samples shall be washed, accurately tabulated and forwarded as requested, to the Supervisory Engineer at Calgary. Bags in which to forward samples and all necessary equipment for collecting the same shall be supplied to the operator by the Department.

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In the case of wells where drilling methods resulting in the recovery of cores are employed, the recorded owner or operator shall cause samples to be taken of the drillings carried up by the flush water, at similar prescribed intervals, and shall keep and preserve all cores obtained, in properly constructed and marked core boxes, which will be furnished by the Supervisory Engineer upon application, and such cores shall be available for inspection and examination by the Supervisory Engineer or any officer acting for him. Such cores shall only be broken up for detailed geological examination in the lessee's laboratory, provided the Supervisory Engineer is furnished with a full report of such examination. The final disposal of cores to be at the discretion of the Supervisory Engineer.

28. If the lessee of a petroleum and natural gas location, acquired under the regulations, upon which boring operations are being conducted by him or on his behalf, encounters in such operations a flow of oil, gas or water in the well, he shall immediately notify the Supervisory Engineer, or an officer acting for him, of the character, extent and quantity of such flow,

29. It shall be the duty of any lessee or operator of a location producing, or reasonably presumed to contain petroleum or natural gas, upon which a well has been or may be drilled, to properly case such well or wells, with suitable metal casing, in accordance with methods duly approved by the Supervisory Engineer, and to use every effort and endeavour in accordance with the most approved methods to effectively shut off water overlying or underlying the oil or gas bearing strata, and to test the efficiency of such shut off, and to effectually prevent any water from penetrating such oil or gas bearing strata.

No well shall be drilled through or below any oil, gas or water stratum, without sealing off such stratum, or the contents thereof, after passing through the sand either by the mud laden fluid process, or by casing, or by cement, or by packers, regardless of the volume or thickness of said sand, unless authorized so to do by the Supervisory Engineer.

Whenever during drilling or production, water makes its appearance in an oil or gas well, the lessee or operator shall at once notify the Supervisory Engineer, with as full details as are available, and shall take and preserve in a clean and enclosed vessel, a quantity of not less than one gallon of water to be placed at the disposal of the Supervisory Engineer for analysis, should the latter so determine, and shall, if so required, afford such facilities as may be necessary for sampling the water by the Supervisory Engineer, or other officer appointed by him.

When it appears to the Supervisory Engineer that any water is penetrating oil or gas bearing strata, he may order a test of water shut off, and designate a day upon which the same shall be made; such order shall be in writing, and shall be served upon the owner or operator of said well at least five days prior to the day designated in said order as the day upon which said shut off test shall be made.

Upon receipt of such order it shall be the duty of the lessee or operator to make said tests in the manner and at the time prescribed in said order.

30. It shall be the duty of the owner or operator of any well referred to in these regulations to notify the Supervisory Engineer, or an officer named by the Superintendent General, of the time at which the owner or operator shall test the shut off of water in any such well. Such notice shall be received by the Supervisory Engineer or such officer at least five days before the test is made. The Supervisory Engineer, or an officer acting for him, shall be present at such test, and shall submit a report, in writing, of the result, to the Superintendent General, a duplicate copy of which shall be sent to the owner or operator. If any test shall be unsatisfactory to the Supervisory Engineer, he shall so notify the owner or operator in said report, and shall, within five days after the completion of such test, order additional tests of such work as he deems necessary to properly shut off the water in such well, and in such order designate a day upon which the owner or operator shall again test the shut off of water in such well, which day may, upon the application of the owner, be changed from time to time, in the discretion of the Supervisory Engineer.

31. It shall be the duty of the lessee or operator engaged in drilling a well on a petroleum and natural gas location, to keep a careful and accurate log of the well so drilled, such log to show the character and depth of the formation passed through or encountered in the drilling of such well, and particularly to show the depth and thickness of the water-bearing strata, the level to which the water rises in the well, together with the amount and character of the water encountered from time to time (so far as ascertained) and to show at what point such water was shut off, if at all, and if not, to so state in such log, and show completely the amounts, kinds, and size of casing used, and to show the depth at which oil or gas-bearing strata were encountered, the thickness of the productive horizon, with the amounts of production in each case. In addition, the depth and character of strata and whether all the water overlying or underlying any such oil-bearing stratum was successfully and permanently shut off, so as to prevent percolation or penetration into any oil or gas-bearing stratum. Such log shall be kept in the office of the owner or operator and shall be, at all times open to the inspection of the Superintendent General, or of any officer named by him. Upon the completion of any well, or upon the suspension of operations upon any well for a period of thirty days, a copy of the said log, in duplicate, and in such form as the Superintendent General shall direct, shall be filed within ten days after such completion, or after the expiration of the thirty-day period, with the Supervisory Engineer, and a like copy shall be filed upon the completion of any additional work in the deepening of any such well.

32. Whenever natural gas in commercial quantities or a gas-bearing stratum known to contain natural gas in such quantity, is encountered in any well drilled for oil or natural gas under these regulations, such gas shall be confined to its original stratum until such time as the same can be produced and utilized without waste, and all such strata shall be adequately protected from infiltrating waters.

33. During the drilling of a well in any field where it is not known that high pressure does not exist, the casing in the well shall be so anchored and provided with a proper control head, that imme-

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diately upon encountering high pressure gas, oil or water, the flow can be effectively controlled and shut in.

34. In all proven or well-defined oil or gas fields, or where it can reasonably be expected that oil or gas in commercial quantities will be encountered, adequate preparation shall be made for the conservation of oil and gas before "drilling-in" a well, and the oil or gas horizons shall not be penetrated until proper equipment, as approved by the Supervisory Engineer, shall have been provided.

35. The recorded owner of a petroleum and natural gas location shall not allow a well drilled on such location to be shot, until the Supervisory Engineer has been notified in writing of such contemplated action, and his consent obtained, and such shooting shall be so conducted as to prevent the access of water or other foreign substance which might prove injurious to the oil or gas sands. The recorded owner of the location shall submit to the Supervisory Engineer a report, on a form to be obtained from the Supervisory Engineer, on all wells shot, showing the condition of the well before and after shooting, including the size of the shot, sand or sands shot, production before and after shooting, and percentage of water in the well before and after shooting. In case irreparable injury is done to the well by shooting, it shall immediately be plugged and abandoned, to the satisfaction of the Supervisory Engineer.

This clause shall be understood to cover the use of any explosive in or at a bore-hole regardless of quantity or purpose.

36. The recorded owner of a petroleum and natural gas location shall, between the first and tenth of each calendar month, or at such times as the Superintendent General may direct, take a gauge of the volume and rock pressure of all wells producing gas in the manner prescribed by the Superintendent General, and shall forward the same to the Supervisory Engineer on gauge blanks to be supplied by him.

37. When gas from any well is being used, the flow of production thereof shall be restricted to forty per cent of the potential capacity of the well, as shown by the last monthly gauge, provided that the Superintendent General may, in his discretion, allow such additional percentage to be used as he may deem expedient.

38. If production of oil or gas is being obtained from any well, or wells, on a location acquired under the regulations, it shall be the duty of the recorded owner of such location to file with the Supervisory Engineer, on request, on forms to be obtained from the Supervisory Engineer, but not oftener than once a month, a statement showing:

(*a*) The quantity of oil or gas produced from each well during the period indicated in such statement.

(*b*) The specific gravity of such oil or gas.

(*c*) The quantity of water produced from each well, estimated by methods approved by the Superintendent General.

(*d*) The number of days during which oil or gas was produced from each well.

(*e*) The number of wells on the location being drilled, producing, idle or abandoned.

39. When natural gas from any well drilled, or that may be drilled under the regulations, contains natural gasoline or casinghead gasoline, such natural gas shall be conserved and such natural gasoline shall be subject to the same regulations as are applied to oil, within the meaning of the Petroleum Regulations, provided that when such natural gas is produced with oil or water, such natural gas shall be efficiently separated from the oil, natural gasoline or water.

The method of separation as well as the type and size of such separators as may be used shall be subject to the approval of the Supervisory Engineer, and the gasoline content of any casinghead gas shall be determined by such method and in such manner as he may direct.

The Supervisory Engineer, or any officer acting for him, may direct that a test be made of the gasoline content of any natural gas, and if a natural gasoline should be present in paying quantity, the Superintendent General may direct that such natural gasoline shall be separated, conserved and utilized as provided in the regulations.

40. Any decision of the Supervisory Engineer, or other officer of the Department, made under any of the provisions of these regulations, shall be subject to an appeal to the Superintendent General.

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SCHEDULE OF FEES AND RENTAL CHARGED UNDER PETROLEUM AND NATURAL GAS REGULATIONS

Application fee	$ 5 00
Rental, each year, per acre	1 00
Rental, lease from Department, of surface rights, per acre	1 00
Registration assignment	3 00
Registration of assignment of more than one lease, for each additional lease	50
Registration of assignment of divided portion of a location and issue of new lease	25 00

MAXIMUM AND MINIMUM AREAS UNDER PETROLEUM AND NATURAL GAS REGULATIONS

Maximum area which may be acquired by application	1,920 acres
Minimum area which may be acquired by application	20 "
When area of location is reduced under Section 15 minimum area shall be	40 "

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REGULATIONS GOVERNING THE ISSUE OF PERMITS TO PROSPECT FOR PETROLEUM AND NATURAL GAS ON INDIAN RESERVES.

The Indian Agent for the Reserve in which the rights applied for are situate, shall be authorized to accept applications for permits to prospect for petroleum and natural gas on such reserve, and the Superintendent General shall be authorized to issue such permits subject to the following terms and conditions.

1. The area and dimensions of a location which may be applied for under the provisions of these regulations, and the procedure to be followed in making such application, shall be similar in all respects to the regulations governing the issue of leases of petroleum and natural gas rights.

2. Permits to prospect for petroleum and natural gas, when issued, shall be subject to the provisions of the regulations for the disposal of petroleum and natural gas rights under lease, insofar as the same may be applicable.

3. The term of the permit shall be one year, at the expiration of which period the rights conveyed in the permit shall terminate.

4. A fee of five dollars shall accompany each application for a permit, which shall be refunded if the rights applied for are not available, but not otherwise.

5. The rental of the location, at the rate of ten cents for each acre applied for, shall accompany the application for a permit when filed in the office of the Indian Agent.

6. The application shall also be accompanied by a cash bond in a sum at the rate of forty cents

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for each acre to be included in the permit, guaranteeing an expenditure during the term of the permit in actual core drilling or other like operations on the location for the determination of the underlying geologic structure, of a sum equal to the amount of such cash bond, and the bond so given shall be subject to forfeiture unless evidence is furnished to the satisfaction of the Superintendent General that such expenditure was incurred during the period and for the purpose mentioned. Forfeiture, however, may, in the discretion of the Superintendent General, be limited to that portion of the prescribed expenditure which the permittee may have failed to incur and prove. If evidence of the prescribed expenditure is submitted and accepted, the amount of the bond shall be returned to the permittee, or to his assignee, upon the relinquishment of the permit.

7. Before the termination of the year for which the permit was granted, the permittee shall submit to the Superintendent General a return, prepared under affidavit, containing a full and detailed statement of the prospecting and drilling operations conducted on the location during the term of the permit, the several items of expenditure so incurred, and the specific purpose for which each such item was expended.

8. The permittee may be permitted to relinquish his permit at any time during the term thereof, provided the prescribed expenditure has been incurred and accepted in the manner indicated, and he shall have the exclusive right, before the expiration or sooner determination of such permit, to submit application under the provisions of the regulations for

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a lease of the whole or a portion of the tract described in the permit so terminated.

9. Upon receipt of evidence satisfactory to the Superintendent General that the permittee has incurred, during the term of his permit, expenditures in actual core drilling, or other operations on the location for purposes of structural discovery, equal to or greater than the amount of the bond given by such permittee, exclusive of the cost of the machinery and casing employed, and of all other extraneous expenses, but including reasonable depreciation, credit may be granted the permittee for such portion of the confirmed expenditure so incurred as the Superintendent General may consider advisable.

(2) The credit so established may, in the discretion of the Superintendent General, be applied on account of the prescribed rental of any petroleum and natural gas location acquired by lease under the regulations by such permittee, including the rental for the first year of any portion of the location described in the permit which the permittee may apply to lease under the provisions of section one of these regulations. The credit so established shall be subject to reduction or withdrawal at any time, by order of the Superintendent General.

10. At the expiration or sooner determination of the permit, in case the permittee has not exercised his prior right to apply for a lease under the regulations, such rights shall again become available for application under the regulations.

11. Before prospecting operations on the location described in the permit shall be commenced, the

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the permittee shall submit to the Supervisory Engineer, or other officer named by the Superintendent General, a statement containing detailed information as to the character of the operations to be conducted on the location, including a description of the process to be employed in collecting the required geological information, the method by which such information is to be conveyed to the Department, and the uses, purposes and disposal of the cores which may be obtained. Unless full and detailed information is submitted by the permittee under this section, and unless such information is satisfactory to and accepted by the Supervisory Engineer, or other officer, the cash bond furnished by the applicant shall be subject to forfeiture in the discretion of the Superintendent General.

(2) The permittee shall from time to time, as prospecting and drilling operations on the location proceed, furnish the Superintendent General, free of cost, and in the manner determined, with all geological and other data and reports obtained as a result of such prospecting and drilling, also with the logs of the several wells drilled, the conditions ascertained, and the results obtained.

12. When the permittee has conducted drilling operations on his location to a sufficient extent, and with sufficient frequency, to indicate that the structure is not favourable for the production of oil or gas, but has not expended in such operations the amount prescribed by these regulations, the Superintendent General may, in his discretion, allow the permittee to relinquish his permit, and may release the bond furnished, upon evidence, duly

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confirmed by the report of the Supervisory Engineer, being furnished that further expenditure in prospecting operations for the discovery of oil or gas on the location would not be warranted.

13. The permittee shall not assign, transfer or sub-let the rights granted under the permit, or any portion thereof, or any interest therein, without the consent, in writing, of the Superintendent General being first had and obtained.

14. In case of default by the permittee in the due observance of the compliance with any of the terms or conditions under which the permit was granted, the Superintendent General may, in his discretion, cancel the permit and declare the amount of the bond, or any portion of it, to be forfeited to the Crown.

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WHEREAS the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and the Northwest Territories, approved by Order in Council dated the 7th day of February, 1927, provide for the granting of leases of such rights comprising an area not exceeding 1920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of One dollar an acre per annum.

AND WHEREAS the Superintendent General of Indian Affairs reports that the regulations for the disposal of petroleum and natural gas rights in effect on Dominion Lands provide for a payment of rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of One dollar per acre, payable in advance.

AND WHEREAS the Superintendent General reports that for more effective administration it would appear to be advisable that the regulations in effect on Indian reserves should be uniform as nearly as may be possible, with those on Dominion lands.

THEREFORE, His Excellency the Governor General in Council, on the recommendation of the Superintendent General of Indian Affairs, is pleased to order that section one of the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in Manitoba, Saskatchewan, Alberta, British Columbia and the Northwest Territories, above referred to, be and it is hereby amended as follows,-

> "The petroleum and natural gas rights on "any Indian Reserve in Manitoba, Saskatchewan, "Alberta, British Columbia or the Northwest "Territories may be leased to applicants at "a rental of fifty cents an acre for the first "year, and for each subsequent year a rental "at the rate of One dollar an acre, payable "yearly in advance, provided that such petroleum "and natural gas rights have been released or "surrendered to His Majesty in trust, in accord-"ance with the provisions of subsection one of "section 49 of the Indian Act. The term of "the lease shall be for twenty-one years, "renewable for a further term of twenty-one "years, provided the lessee can furnish evidence "satisfactory to the Superintendent General to "show that during the term of the lease he has "complied fully with the provisions of such "lease and with the provisions of the regula-"tions in force from time to time during the "currency of the lease."

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WHEREAS ~~the~~ regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and the North-west Territories, approved by Order in Council dated the 7th day of February, 1927, provide for the granting of leases of such rights comprising an area not exceeding 1920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of One dollar an acre per annum.

AND WHEREAS the Superintendent General of Indian Affairs reports that the regulations for the disposal of petroleum and natural gas rights in effect on Dominion Lands provide for a payment of rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of One dollar per acre, payable in advance.

AND WHEREAS the Superintendent General of Indian Affairs reports that it would appear to be advisable that permission should be granted to conduct preliminary operations for the selection of suitable areas, and that protection should be given the operator during the period of such selection:

THEREFORE , His Excellency the Governor General in Council, on the recommendation of the Superintendent General of Indian Affairs, is pleased to Order that the regulations for the disposal of petroleum and natural gas rights on Indian reserves in the western provinces and territories above referred to, be and they are hereby amended by adding thereto the following provisions,-

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File No. 20,001

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, February 9, 1929

Memo.

Deputy Superintendent General,-

The Departmental regulations for the disposal of petroleum and natural gas rights on Indian reserves, as approved by Order in Council dated the 7th day of February, 1927, have been in operation two years, and it is now apparent that for a more effective administration they should be amended in two respects to more nearly conform to the regulations in effect on Dominion lands.

Section one of our regulations reads as follows,-

> "The petroleum and natural gas rights "on any Indian Reserve in Manitoba, Saskatchewan, "Alberta, British Columbia or the Northwest "Territories may be leased to applicants at a "rental of one dollar an acre per annum, payable "yearly, in advance, provided that such petroleum "and natural gas rights have been released or "surrendered to His Majesty, in trust, in accord-"ance with the provisions of subsection one of "section 49 of the Indian Act. The term of the "lease shall be for twenty-one years, renewable "for a further term of twenty-one years, pro-"vided the lessee can furnish evidence satis-"factory to the Superintendent General to show "that during the term of the lease he has com-"plied fully with the provisions of such lease "and with the provisions of the regulations in "force from time to time during the currency of "the lease."

In order to conform to the terms and conditions of the regulations in effect on Dominion Lands I would recommend that this section be amended to read as follows,-

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"The petroleum and natural gas rights "on any Indian Reserve in Manitoba, Saskatchewan, Alberta, British Columbia or the Northwest "Territories may be leased to applicants at "a rental of fifty cents an acre for the first "year, and for each subsequent year a rental "at the rate of One dollar an acre, payable "yearly in advance, provided that such petroleum "and natural gas rights have been released or "surrendered to His Majesty in trust, in accord-"ance with the provisions of subsection one of "section 49 of the Indian Act. The term of the "lease shall be for twenty-one years, renewable "for a further term of twenty-one years, provided "the lessee can furnish evidence satisfactory "to the Superintendent General to show that "during the term of the lease he has complied "fully with the provisions of such lease and "with the provisions of the regulations in "force from time to time during the currency of "the lease."

Such an amendment would make the leasing conditions in our regulations uniform with what is known as section one of the regulations in effect on Dominion lands. My experience in connection with the application of our regulations during the past two years convinces me that this amendment is immediately advisable.

The Interior Department regulations were amended by Order in Council dated the 7th day of May, 1928, in order to provide that a permit might be granted for the period of one year for the purpose of giving the permittee an opportunity to conduct investigational or exploratory work preliminary to actual leasing, and subject to the condition of payment of one year's rental on the basis of ten cents per acre, cash, and a cash bond covering the balance of forty cents per acre, with the privilege of applying expenditure made under this permit equal to the amount of such cash bond. In our administration of these oil and gas rights you are aware that we have been compelled to deal with this particular phase of development upon somewhat similar lines, but our decisions and actions have not been covered by any definite or specific authority. It is, therefore, my desire to recommend a further amendment to our regulations, to meet circumstances of this character, and a draft of such proposed amendment

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is attached hereto for your consideration.

May I suggest also that the Order in Council amending clause one of our regulations respecting the payment of annual rental, if approved, be submitted to His Excellency the Governor General in Council first, as the second and more important amendment must necessarily refer to this previous amendment in order to make the meaning clear and in proper sequence. Draft copies of the necessary memorandums to Council are herewith for your consideration.

Officer in Charge.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Ottawa, February 25, 1929.

His Excellency

The Governor General in Council.

The undersigned has the honour to refer to an Order of Your Excellency in Council dated the 7th day of February, 1927, approving regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and the North-West Territories, and providing for the granting of leases of such rights comprising an area not exceeding 1920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of one dollar an acre per annum.

And whereas the regulations for the disposal of petroleum and natural gas rights in effect on Dominion Lands provide for a payment of rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar per acre, payable in advance.

And whereas it would appear to be advisable that permission should be granted to conduct preliminary operations for the selection of suitable areas, and that protection should be given the operator during the period of such selections:

Therefore the undersigned has the honour to recommend that the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and territories above referred to, be and they are hereby amended by adding thereto the following provisions,-

Regulations governing the issue of permits to prospect for petroleum and natural gas on Indian Reserves.

The Indian Agent for the reserve in which the rights applied for are situate, shall be authorized to accept applications for permits to prospect for petroleum and natural gas on such reserve, and the Superintendent General shall be authorized to issue such permits subject to the following terms and conditions.

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1. The area and dimensions of a location which may be applied for under the provisions of these regulations, and the procedure to be followed in making such application, shall be similar in all respects to the regulations governing the issue of leases of petroleum and natural gas rights.

2. Permits to prospect for petroleum and natural gas, when issued, shall be subject to the provisions of the regulations for the disposal of petroleum and natural gas rights under lease, insofar as the same may be applicable.

3. The term of the permit shall be one year, at the expiration of which period the rights conveyed in the permit shall terminate.

4. A fee of five dollars shall accompany each application for a permit, which shall be refunded if the rights applied for are not available, but not otherwise.

5. The rental of the location, at the rate of ten cents for each acre applied for, shall accompany the application for a permit when filed in the office of the Indian Agent.

6. The application shall also be accompanied by a cash bond in a sum at the rate of forty cents for each acre to be included in the permit, guaranteeing an expenditure during the term of the permit in actual core drilling or other like operations on the location for the determination of the underlying geologic structure, of a sum equal to the amount of such cash bond, and the bond so given shall be subject to forfeiture unless evidence is furnished to the satisfaction of the Superintendent General that such expenditure was incurred during the period and for the purpose mentioned. Forfeiture, however, may, in the discretion of the Superintendent General, be limited to that portion of the prescribed expenditure which the permittee may have failed to incur and prove. If evidence of the prescribed expenditure is submitted and accepted, the amount of the bond shall be returned to the permittee, or to his assignee, upon the relinquishment of the permit.

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7. Before the termination of the year for which the permit was granted, the permittee shall submit to the Superintendent General a return, prepared under affidavit, containing a full and detailed statement of the prospecting and drilling operations conducted on the location during the term of the permit, the several items of expenditure so incurred, and the specific purpose for which each such item was expended.

8. The permittee may be permitted to relinquish his permit at any time during the term thereof, provided the prescribed expenditure has been incurred and accepted in the manner indicated, and he shall have the exclusive right, before the expiration or sooner determination of such permit, to submit application under the provisions of the regulations for a lease of the whole or a portion of the tract described in the permit so terminated.

9. Upon receipt of evidence satisfactory to the Superintendent General that the permittee has incurred, during the term of his permit, expenditures in actual core drilling, or other operations on the location for purposes of structural discovery, equal to or greater than the amount of the bond given by such permittee, exclusive of the cost of the machinery and casing employed, and of all other extraneous expenses, but including reasonable depreciation, credit may be granted the permittee for such portion of the confirmed expenditure so incurred as the Superintendent General may consider advisable.

(2) The credit so established may, in the discretion of the Superintendent General, be applied on account of the prescribed rental of any petroleum and natural gas location acquired by lease under the regulations by such permittee, including the rental for the first year of any portion of the location described in the permit which the permittee may apply to lease under the provisions of section one of these regulations. The credit so established shall be subject to reduction or withdrawal at any time, by order of the Superintendent General.

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10. At the expiration or sooner determination of the permit, in case the permittee has not exercised his prior right to apply for a lease under the regulations, such rights shall again become available for application under the regulations.

11. Before prospecting operations on the location described in the permit shall be commenced, the permittee shall submit to the Supervisory Engineer, or other officer named by the Superintendent General, a statement containing detailed information as to the character of the operations to be conducted on the location, including a description of the process to be employed in collecting the required geological information, the method by which such information is to be conveyed to the Department, and the uses, purposes and disposal of the cores which may be obtained. Unless full and detailed information is submitted by the permittee under this section, and unless such information is satisfactory to and accepted by the Supervisory Engineer, or other officer, the cash bond furnished by the applicant shall be subject to forfeiture in the discretion of the Superintendent General.

(2) The permittee shall from time to time, as prospecting and drilling operations on the location proceed, furnish the Superintendent General, free of cost, and in the manner determined, with all geological and other data and reports obtained as a result of such prospecting and drilling, also with the logs of the several wells drilled, the conditions ascertained, and the results obtained.

12. When the permittee has conducted drilling operations on his location to a sufficient extent, and with sufficient frequency, to indicate that the structure is not favourable for the production of oil or gas, but has not expended in such operations the amount prescribed by these regulations, the Superintendent General may, in his discretion, allow the permittee to relinquish his permit, and may release the bond furnished, upon evidence, duly confirmed by the report of the Supervisory Engineer, being furnished that further expenditure in prospecting operations for the discovery of oil or gas on the location would not be warranted.

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13. The permittee shall not assign, transfer, or sub-let the rights granted under the permit, or any portion thereof, or any interest therein, without the consent, in writing, of the Superintendent General being first had and obtained.

14. In case of default by the permittee in the due observance of the compliance with any of the terms or conditions under which the permit was granted, the Superintendent General may, in his discretion, cancel the permit and declare the amount of the bond, or any portion of it, to be forfeited to the Crown.

Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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February 25. 29.

To authorize amendment of regulations governing the issue of permits to prospect for petroleum and natural gas on Indian Reserves in the western provinces. and North west Territories.

These changes are required in order to bring the said regulations in conformity with those in effect on Dominion lands.

Attach

Bry.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Ottawa, February 25, 1929.

His Excellency

The Governor General in Council.

The undersigned has the honour to refer to an Order of Your Excellency in Council dated the 7th day of February, 1927, approving regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and the North-West Territories, and providing for the granting of leases of such rights comprising an area not exceeding 1920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of one dollar an acre per annum.

And whereas the regulations for the disposal of petroleum and natural gas rights in effect on Dominion Lands provide for a payment of rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar per acre, payable in advance.

And whereas it would appear to be advisable that the regulations in effect on Indian Reserves should be uniform as nearly as may be possible, with those on Dominion lands.

Therefore the undersigned has the honour to recommend that Section One of the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in Manitoba, Saskatchewan, Alberta, British Columbia and the North-West Territories, be repealed, and the following substituted therefor,-

Kirkland

Rey.

The petroleum and natural gas rights on any Indian Reserve in Manitoba, Saskatchewan, Alberta, British Columbia or the North-West Territories may be leased to applicants at a rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar an acre, payable yearly in advance, provided that such petroleum and natural gas rights have been released or surrendered to His Majesty in trust, in accordance with the provisions of Sub-section One of Section 49 of the Indian Act. The term of the lease shall be for twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence satisfactory

S.G. 28.2.29
O.B.C. 3.2.29

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to the Superintendent General to show that during the term of the lease he has complied fully with the provisions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

Superintendent General
of Indian Affairs.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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February 25, 29.

To repeal Section One of the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in Manitoba, Saskatchewan, Alberta, British Columbia and the North-West Territories, and to substitute certain other regulations therefor.

These changes are required in order to bring the said regulations in conformity with those in effect on Dominion lands.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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1H/4 P.C. 424 20001

Ref 529

PRIVY COUNCIL CANADA

AT THE GOVERNMENT HOUSE AT OTTAWA

Tuesday, the 12th day of March, 1929.

PRESENT:

HIS EXCELLENCY

THE GOVERNOR GENERAL IN COUNCIL:

Copy

WHEREAS BY an Order in Council dated the 7th day of February, 1927, (P.C. 183) regulations were established for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and the North-West Territories;

AND WHEREAS the said regulations provide for the granting of leases of such rights comprising an area not exceeding 1920 acres, for a period of twenty-one years, renewable, subject to the payment of rental at the rate of one dollar an acre per annum;

AND WHEREAS the regulations for the disposal of petroleum and natural gas rights in effect on Dominion Lands provide for a payment of rental of fifty cents an acre for the first year, and for each subsequent year a rental at the rate of one dollar per acre, payable in advance;

AND WHEREAS the Superintendent General of Indian Affairs reports that it would appear to be advisable that permission should be granted to conduct preliminary operations for the selection of suitable areas, and that protection should be given the operator during the period of such selection;

THEREFORE His Excellency the Governor General in Council, on the recommendation of the Superintendent General of Indian Affairs, is pleased to order that the regulations for the disposal of petroleum and natural gas rights on Indian Reserves in the western provinces and territories, above referred to, be and they are hereby amended by adding thereto the following provisions:

Regulations governing the issue of permits to prospect for petroleum and natural gas on Indian Reserves.

The Honourable
the Superintendent General of Indian Affairs.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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The Indian Agent for the reserve in which the rights applied for are situate, shall be authorized to accept applications for permits to prospect for petroleum and natural gas on such reserve, and the Superintendent General shall be authorized to issue such permits subject to the following terms and conditions.

1. The area and dimensions of a location which may be applied for under the provisions of these regulations, and the procedure to be followed in making such application, shall be similar in all respects to the regulations governing the issue of leases of petroleum and natural gas rights.

2. Permits to prospect for petroleum and natural gas, when issued, shall be subject to the provisions of the regulations for the disposal of petroleum and natural gas rights under lease, insofar as the same may be applicable.

3. The term of the permit shall be one year, at the expiration of which period the rights conveyed in the permit shall terminate.

4. A fee of five dollars shall accompany each application for a permit, which shall be refunded if the rights applied for are not available, but not otherwise.

5. The rental of the location, at the rate of ten cents for each acre applied for, shall accompany the application for a permit when filed in the office of the Indian Agent.

6. The application shall also be accompanied by a cash bond in a sum at the rate of forty cents for each acre to be included in the permit, guaranteeing an expenditure during the term of the permit in actual core drilling or other like operations on the location for the determination of the underlying geologic structure, of a sum equal to the amount of such cash bond, and the bond so given shall be subject to forfeiture unless evidence is furnished to the satisfaction of the Superintendent General that such expenditure was incurred during the period and for the purpose mentioned. Forfeiture, however, may, in the discretion of the Superintendent General, be limited to that portion of the prescribed expenditure which the permittee may have failed to incur and prove. If evidence of the prescribed expenditure is submitted and accepted, the amount of the bond shall be returned to the permittee, or to his assignee, upon the relinquishment of the permit.

7. Before the termination of the year for which the permit was granted, the permittee shall submit to the Superintendent General a return, prepared under affidavit, containing a full and

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detailed statement of the prospecting and drilling operations conducted on the location during the term of the permit, the several items of expenditure so incurred, and the specific purpose for which each such item was expended.

8. The permittee may be permitted to relinquish his permit at any time during the term thereof, provided the prescribed expenditure has been incurred and accepted in the manner indicated, and he shall have the exclusive right, before the expiration or sooner determination of such permit, to submit application under the provisions of the regulations for a lease of the whole or a portion of the tract described in the permit so terminated.

9. Upon receipt of evidence satisfactory to the Superintendent General that the permittee has incurred, during the term of his permit, expenditures in actual core drilling, or other operations on the location for purposes of structural discovery, equal to or greater than the amount of the bond given by such permittee, exclusive of the cost of the machinery and casing employed, and of all other extraneous expenses, but including reasonable depreciation, credit may be granted the permittee for such portion of the confirmed expenditure so incurred as the Superintendent General may consider advisable.

(2) The credit so established may, in the discretion of the Superintendent General, be applied on account of the prescribed rental of any petroleum and natural gas location acquired by lease under the regulations by such permittee, including the rental for the first year of any portion of the location described in the permit which the permittee may apply to lease under the provisions of section one of these regulations. The credit so established shall be subject to reduction or withdrawal at any time, by order of the Superintendent General.

10. At the expiration or sooner determination of the permit, in case the permittee has not exercised his prior right to apply for a lease under the regulations, such rights shall again become available for application under the regulations.

11. Before prospecting operations on the location described in the permit shall be commenced, the permittee shall submit to the Supervisory Engineer, or other officer named by the Superintendent General, a statement containing detailed information as to the character of the operations to be conducted on the location, including a description of the process to be employed in collecting the required geological information, the method by which such information is to be conveyed to the Department, and the uses, purposes and disposal of the cores which may be obtained. Unless full and detailed information is submitted by the permittee under this section, and unless such information is satisfactory to and accepted by the Supervisory

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Engineer, or other officer, the cash bond furnished by the applicant shall be subject to forfeiture in the discretion of the Superintendent General.

(2) The permittee shall from time to time, as prospecting and drilling operations on the location proceed, furnish the Superintendent General, free of cost, and in the manner determined, with all geological and other data and reports obtained as a result of such prospecting and drilling, also with the logs of the several wells drilled, the conditions ascertained, and the results obtained.

12. When the permittee has conducted drilling operations on his location to a sufficient extent, and with sufficient frequency, to indicate that the structure is not favourable for the production of oil or gas, but has not expended in such operations the amount prescribed by these regulations, the Superintendent General may, in his discretion, allow the permittee to relinquish his permit, and may release the bond furnished, upon evidence, duly confirmed by the report of the Supervisory Engineer, being furnished that further expenditure in prospecting operations for the discovery ofoil or gas on the location would not be warranted.

13. The permittee shall not assign, transfer, or sub-let the rights granted under the permit, or any portion thereof, or any interest therein, without the consent, in writing, of the Superintendent General being first had and obtained.

14. In case of default by the permittee in the due observance of the compliance with any of the terms or conditions under which the permit was granted, the Superintendent General may, in his discretion, cancel the permit and declare the amount of the bond, or any portion of it, to be forfeited to the Crown.

E. J. Lemaire
Clerk of the Privy Council.

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20001

REGULATIONS FOR THE DISPOSAL OF PETROLEUM AND NATURAL GAS RIGHTS ON INDIAN RESERVES IN MANITOBA, SASKATCHEWAN, ALBERTA, BRITISH COLUMBIA AND THE NORTHWEST TERRITORIES, APPROVED BY ORDER IN COUNCIL DATED FEBRUARY 7, 1927.

INTERPRETATION.

"Superintendent General" shall mean the Superintendent General of Indian Affairs of Canada.

"Department" shall mean the Department of Indian Affairs of Canada.

"Adjoining" lands shall be those which are not separated by a section or by any of the regular subdivisions into which a section may be divided.

"Location" shall mean the tract described in a petroleum and natural gas lease.

"Group" shall mean two or more locations described in petroleum and natural gas leases, consolidated for purposes of operation.

"Lessee" means any individual, company, corporation or municipality, the holder of a petroleum and natural gas lease in good standing.

"Supervisory Engineer" shall mean the officer so designated by the Department of the Interior or the officer appointed by that Department who is in charge of the inspection of operation and development of petroleum and natural gas in Dominion lands.

1. The petroleum and natural gas rights on any Indian Reserve in Manitoba, Saskatchewan, Alberta, British Columbia or the North West Territories may be leased to applicants at a rental of One dollar an acre per annum, payable yearly, in advance, provided that such petroleum and natural gas rights have been released or surrendered to His Majesty, in trust, in accordance with the provisions of subsection one of section 49 of the Indian Act. The term of the lease shall be for twenty-one years, renewable for a further term of twenty-one years, provided the lessee can furnish evidence

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satisfactory to the Superintendent General to show that during the term of the lease he has complied fully with the provisions of such lease and with the provisions of the regulations in force from time to time during the currency of the lease.

2. The maximum area of a petroleum and natural gas location shall be 1920 acres, and no person shall be permitted to acquire a greater area, except by assignment. Provided that a person who has been granted a lease for a location and who subsequently abandons or assigns the same, may, after the expiration of twelve months from the date of the said lease, apply for an area not greater than that abandoned or assigned;

Provided, further, however, that such rights shall not be granted unless all payments on account of rent or other liability to the Department, due by such person, have been fully made, up to the date of the registration by the Department of the assignment of his right to such lease, or up to the date upon which the notice of his abandonment of the same was received by the Department.

3. If the tract applied for is situate in surveyed territory, it shall consist of sections, or legal subdivisions of sections, but the several parcels comprising the tract shall be adjoining, the length of the tract not to exceed three times its breadth. In un-surveyed territory, if at least one of the lines bounding the tract has been surveyed, and the return of such survey has been duly received in the office of the Surveyor General, an application for a lease of the petroleum and natural gas rights under such tract may be considered under the provisions of this section of the regulations.

4. Application for a lease of the petroleum and natural gas rights on an Indian Reserve shall be filed by the applicant in person, with the Indian Agent of

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the Indian Reserve in which the rights applied for are situate, or with the Department direct, but priority of application shall be based upon the date of the receipt of such application in the Department.

5. Application for a location situate in unsurveyed territory shall contain a description by metes and bounds of the location applied for, and shall be accompanied by a plan showing the position of such location in its relation to some permanent topographical feature or other known point. The plan shall contain sufficient data to admit of the position of the location applied for being definitely shown in the records of the Department. The location must be rectangular in form, except where a boundary of a previously located tract is adopted as common to both locations, the length not to exceed three times the breadth.

6. As soon as the survey of an Indian Reserve has been confirmed, all petroleum and natural gas leases embracing any portion of such reserve so surveyed and confirmed, shall be made to conform to the Dominion Lands system of survey, if the Superintendent General so decides, by the substitution of a new lease describing by sections, legal subdivisions of sections, or regular portions of legal subdivisions--as nearly as may be--the tract embraced in the leasehold, in so far as the reserve so surveyed is concerned. If any part of the leasehold is in territory which remains unsurveyed, it shall continue to be described as in the lease originally issued until such portion is included in a confirmed survey.

7. The rental for the first year, of the location applied for, at the rate of One dollar per acre per annum, shall accompany the application filed in the Department or in the office of the Indian Agent for the Reserve in

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which the rights applied for are situate, and no application for a lease of petroleum and natural gas rights shall be accepted or recorded unless it is accompanied by the full amount of the rental for the first year at the above rate. The lease when issued shall bear date from the day upon which it is so issued, or the date of its acceptance, whichever may be the earlier. If during the term of the lease the lessee shall fail to pay rental in advance for each subsequent year, at the rate of One dollar per acre per annum, within thirty days after the date on which the same became due, the lease shall be subject to cancellation in the discretion of the Superintendent General, and to the immediate forfeiture of the rights which the lessee had in the said lease.

8. The lessee shall, within one year from the date of the lease, have upon the lands described therein such machinery and equipment suitable for carrying on prospecting operations as the Superintendent General may consider necessary, and he shall within the same period furnish evidence, supported by affidavit, showing the character, quantity and value of the machinery so installed, the date of its installation and the particular parcel of land upon which it was installed. If the required machinery is not installed within the period specified, and if evidence of its installation is not furnished within the prescribed period, the lease shall be subject to cancellation in the discretion of the Superintendent General. Provided, however, that the Superintendent General shall not require that the value of the machinery so installed on a location shall exceed the sum of five thousand dollars ($5,000).

9. The lessee shall commence boring operations on his leasehold within fifteen months of the date of his

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lease, and he shall continue such boring operations with reasonable diligence, to the satisfaction of the Superintendent General with a view to the discovery of oil or natural gas. If the lessee does not commence boring operations within the time prescribed, or if having commenced such operations he does not prosecute the same with reasonable diligence, to the satisfaction of the Superintendent General, or if he ceases to carry on the same for a period of more than three months, the lease shall be subject to cancellation in the discretion of the Superintendent General, upon three months' notice to this effect being given to the lessee. Provided, however, that if satisfactory evidence is furnished to show that the sum of at least two thousand dollars ($2,000) has been expended in actual boring operations by recognized methods, upon the leasehold in any year, such expenditure shall be accepted as compliance with this provision for the year during which such expenditure shall have been incurred.

10. The Superintendent General may permit a lessee who has acquired by assignment or otherwise, more than one petroleum and natural gas lease, to consolidate his operations and expenditure, and to install machinery and equipment on one or more of the locations described in the lease affected. Evidence of the installation of machinery on one or more of the locations included in a group shall be that prescribed by section 8 of these regulations. If the required machinery is not installed on one or more of the locations included in a group within the period specified and evidence of its installation furnished within the prescribed period, and if boring

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operations are not commenced and continued on such location or locations in the manner set out in section 9 of these regulations, the leases included in the group shall be subject to cancellation in the discretion of the Superintendent General.

11. Provided, however, that the Minister shall not require that the value of the machinery to be installed on any group of locations shall exceed the sum of ten thousand dollars ($10,000), nor shall he require that the expenditure incurred in boring operations thereon in any one year shall exceed the sum of two thousand dollars ($2,000) for each location included in the group.

12. In case the surface rights of a petroleum and natural gas location are covered by a timber license, grazing or coal mining lease, mining claim or other form of terminable grant, the lease shall not authorize entry thereon without the permission of the Superintendent General being first had and obtained, and such permission shall be given subject to such conditions for the protection of the rights of such lessee or licensee as it may be considered necessary to impose.

13. The lessee shall at all times take reasonable measures to prevent the injurious access of water to the oil-bearing formation. Upon a well proving to be unproductive, or ceasing to yield oil in paying quantity, or being abandoned for any cause, the lessee shall be at liberty to withdraw the casing from the said well, but in order to prevent water gaining access to the oil-bearing formation, the lessee shall immediately close the well by filling it with sand, clay, or other material which may have the effect of preventing water from gaining access thereto.

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In case natural gas is discovered through boring operations on a location, the lessee shall take all reasonable and proper precautions to prevent the waste of such natural gas, and his operations shall be so conducted as to enable him, immediately upon discovery, to control and prevent the escape of such gas.

Should water be encountered through operations upon the location, the lessee shall immediately and effectively, to the satisfaction of the Superintendent General, close the well at such depth as may prevent such water from gaining access to the oil-bearing formation.

The Superintendent General may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which boring operations shall be conducted, and the manner in which the wells shall be operated.

Failure on the part of the lessee to comply with the above requirements, or to comply with such other requirements as the Superintendent General may consider it necessary to impose in respect of boring and operating, will render the lease subject to cancellation in the discretion of the Superintendent General.

14. In the event of natural gas being discovered through boring operations conducted on a petroleum and natural gas location acquired under the provisions of the regulations, or in the event of water being encountered through such operations, if the escape of such gas is not prevented, or if the flow of such water is not controlled, the Superintendent General may take such effective means as may appear to him to be necessary or expedient in the public interest to control and prevent the escape of the natural gas, or to close the well at such depth as may prevent the water from gaining access to any oil-bearing

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formation, or both, or to prevent water from gaining access to or escaping from such well, and to recover from the lessee of the location upon which the well was bored all costs and expenses incurred by the Department in stopping the escape of natural gas, or the ingress or egress of water to or from the well, or in closing the well at such a depth as may prevent such water from gaining access to such oil-bearing formations. In taking such means for the control of the gas or water, the Superintendent General may appoint such agent or agents as he may deem necessary, and may authorize such agent or agents to enter upon the premises and perform the work, and for that purpose to take possession of and use any drilling rig, derrick, tools, machinery, or other appliances or equipment necessary for the performance of the work, which may be upon the location, or which may be the property of the lessee.

The lessee shall before commencing boring operations on a location acquired under the provisions of the regulations, notify the Superintendent General in writing of his intention to commence such operations, and the approximate date, and such notification shall contain the following information:-

1. The particular point on the location at which operations are to be conducted.

2. The number or other designation by which the well shall be known, which number or designation shall not be changed without the consent of the Superintendent General.

3. The size and weight of casing to be used.

4. The kind of drilling rig to be employed.

5. The name and post office address of the person in charge of such operations.

Failure or neglect on the part of the lessee

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to so notify the Superintendent General of his intention to commence boring operations, or to furnish the information provided for, shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the regulations.

In case the lessee desires to abandon a well bored on a location acquired under the regulations, he shall before abandoning the same and before removing the rig, derrick, or other operating structure therefrom, and before removing any part of the casing from the well, notify the Superintendent General in writing of his intention so to do, and use every effort in accordance with approved methods to shut off and exclude all water from entering the oil-bearing strata which may have been encountered in the well. Before commencing the removal of the casing, rig, derrick, or other operating structure, the lessee shall obtain written permission to do so from the Superintendent General, or from such officer as the Superintendent General may designate for that purpose. The lessee shall, when making application to abandon, furnish a plan of the log of the well--if he has not already done so-- and submit a declaration containing the following information;-

1. The approximate date upon which the proposed abandonment or removal shall begin.

2. The quantity and size of casing in the well.

3. The quantity and size of casing proposed to be removed.

4. The depth at which water was encountered.

5. The manner in which water has been or will be effectively shut off.

6. The depth at which natural gas was encountered.

7. Whether any gas will be wasted or permitted to escape from the well by reason of the abandonment.

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Failure or neglect on the part of the lessee to comply fully with this regulation shall render the lease liable to cancellation, as well as any lease or leases with which the same may be grouped under the provisions of the regulations.

15. The lessee may be permitted to relinquish at any time the whole or any portion of the location described in his lease, provided he has complied in every respect with the provisions of the regulations, and that all payments on account of rental or other liability to the Department, due in connection with the lease, have been fully made and provided the portion of the location which may be retained shall be of the prescribed shape, and shall not be of a less area than forty acres.

16. The lease shall in all cases include only the oil and natural gas in the lands leased, which may be obtained by the usual process of boring, but shall not include the oil shale rights to the land or to the oil which may be recovered from such shales by the process of extraction customary in such cases. The lessee may, upon application, be granted a yearly lease at a rental of one dollar an acre per annum, payable yearly in advance, of whatever area of the available surface rights of the tract described in his petroleum and natural gas lease the Superintendent General may consider necessary for the efficient and economical working of the rights granted him.

17. If it is not established to the satisfaction of the Superintendent General that oil or natural gas in paying quantity has been discovered on the leasehold, the lease shall be subject to termination upon two years' notice in writing being given to the lessee by the Superintendent General.

18. No well for the discovery of petroleum or natural gas shall be bored or drilled within two hundred feet of any of the boundaries of the location described

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in the lease, except in accordance with regulations duly approved by the Superintendent General.

19. A fee of five dollars shall accompany each application for a lease, which will be refunded if the rights applied for are not available, but not otherwise.

20. The lease shall be in such form as may be determined by the Superintendent General of Indian Affairs, in accordance with the provisions of these regulations.

21. The lessee shall not assign, transfer or sublet the rights described in his lease, or any part thereof, or any interest therein, without the consent in writing of the Superintendent General being first had and obtained.

22. The sales of the products of any location acquired under the provisions of these regulations shall be subject to the payment to the Department of ten per cent of the output, the royalty to be collected in such manner as may be specified by the Superintendent General.

23. Any company acquiring by assignment, or otherwise, a lease under the provisions of these regulations, shall be a company registered or licensed in Canada and having its principal place of business within His Majesty's Dominions.

24. The Superintendent General may at any time assume absolute possession and control of any location acquired under the provisions of these regulations, if in the opinion of the Government of Canada such action is considered necessary or advisable, together with all buildings, works, machinery and plant, upon the location, or used in connection with the operation thereof, and he may cause the same to be operated and may retain the whole or any part of the output, in which event compensation shall be paid to the lessee for any loss or damage sustained by him by reason of the exercise of the powers conferred by this provision of the regulations, the amount of the compensation, in case of dispute, to be fixed by a Judge of the Exchequer Court of Canada, provided that the compensation in any such case shall

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not exceed the profit which the lessee would have earned in the working of the location and the disposal of the products thereof, had possession, and control of the location and of the buildings, works, machinery and plant not been assumed.

25. If the location described in any lease issued under the provisions of these regulations shall yield oil in paying quantity, the lessee shall pump and work the wells faithfully and uninterruptedly with due vigour and skill, with good and sufficient machinery and appliances in accordance with the provisions of the regulations and to the satisfaction of the Superintendent General, so long as the said wells continue to yield oil in remunerative quantity.

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1

SCHEDULE OF FEES AND RENTAL CHARGED UNDER PETROLEUM AND NATURAL GAS REGULATIONS.

Application fee - - - - - - - - - - - - - - - - - -	$5.00
Rental, each year, per year - - - - - - - - - - -	1.00
Rental, lease from Department, of surface rights, per acre - - - - - - - - - - - - -	1.00
Registration assignment - - - - - - - - - - -	3.00
Registration of assignment of more than one lease, for each additional lease - -	.50
Registration of assignment of divided portion of a location and issue of new lease - -	25.00

MAXIMUM AND MINIMUM AREAS UNDER PETROLEUM AND NATURAL GAS REGULATIONS.

Maximum area which may be acquired by application - - - - - - - - - - - - - - -	1,920 acres
Minimum area which may be acquired by application - - - - - - - - - - - - - - -	20 "
When area of location is reduced under section 15 minimum area shall be - - -	40 "

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001

E. E. JESS
Clerk and Treasurer

INDUSTRYE

CORPORATION OF THE TOWN OF
RAINY RIVER

R

DEPT. OF INDIAN
MAR 30 1929
RECORDS

RAINY RIVER, Ontario
March 25th, 1929.

Department of Indian Affaris,
Parliament Buildings,
Ottawa, Canada.

Gentlemen:

Would you please advise meif the oil and gas rights are reserved by the Indian Department, in the land sold, or is it only minderals such as silver and gold.

I might say that there is a Company drilling for oil north of this town, and this question interests a great many people who have bought land from your Deparment,north of this town.

Yours truly,

EEJ:MS

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001.

Ottawa, April 17, 1929.

Sir,-

I beg to acknowledge receipt of your inquiry of the 25th ultimo with reference to oil and gas reservations on patented lands in the Rainy River district and advise that I have noted, in connection with patents issued by this Department in Wild Lands and other reserves in that vicinity, that the only reservation is gold and silver.

Your obedient servant,

J. G. Caldwell
Director of Indian Lands & Timber.

E. E. Jess, Esq.,
Clerk and Treasurer,
Rainy River,
Ontario.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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File No. 20001

Department of Indian Affairs

Canada

Lands and Timber Branch

Ottawa, May 13th, 1929.

Memo.

OK

DEPUTY SUPERINTENDENT GENERAL:

I desire to obtain your consent and authority to have copies printed of recent Amendments to the Departmental Oil and Gas Regulations. These Amendments have been approved by His Excellency The Governor General in Council, and are attached hereunder.

Director of Indian Lands & Timber.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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DEPT. OF INDIAN AFFAIRS
JUN 10 1929
RECORDS

Ottawa, June 7th,1929.

Dear Mr. Fansher:

Encl.

I have pleasure in forwarding you herewith a couple of copies of recent Amendments to the Regulations for the Disposal of Oil and Gas Rights on Indian Reserves. These were just received from the Printing Bureau today.

Yours very truly,

Director of Indian Lands & Timber.
(J. C. Caldwell)

W. R. Fansher, Esq., M.P.,
House of Commons,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
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20000-1

Recent file

Ottawa, June 7th, 1929.

Dear Senator Michener:

Encl.

I have pleasure in sending you herewith several copies of recent Amendments to the Regulations for the Disposal of Oil and Gas Rights on Indian Reserves. These were just received from the Printing Bureau today.

Yours very truly,

Director of Indian Lands & Timber.
(J. C. Caldwell)

Honourable Edward Michener,
The Senate,
Ottawa.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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Mr. STEWART (Edmonton): Yes. We have by order in council imposed on Indian lands regulations practically uniform with those prevailing on Crown lands. These regulations went into effect about a year ago. Formerly they were not uniform.

Mr. COOTE: Are any leases granted on Indian Reserves without reserving a royalty to the Crown?

Mr. STEWART (Edmonton): No. All leases issued provide for payment of royalty.

Mr. COOTE: But on Dominion Government lands there is in most cases no royalty?

Mr. STEWART (Edmonton): On Dominion lands we are proposing to impose a royalty after five years. On Indian lands payment of royalty begins with production.

Mr. COOTE: Are there any engineers in the Indian Department to see that the regulations are uniform?

Mr. STEWART (Edmonton): The same group of officials look after all the oil regulations. We make them responsible for supervision of the drilling on the reservations the same as on Crown lands.

Mr. LUCAS: Will a royalty be imposed after five years?

Mr. STEWART (Edmonton): The regulations in effect on Indian lands provide for the payment of royalty from the beginning of production.

Mr. COOTE: In the past, was a royalty not imposed right from the commencement of production of oil on Indian reserves? Am I mistaken in that?

Mr. STEWART (Edmonton): No commercial production has yet taken place on Indian reserves, but all leases provide for payment of royalty from commencement of production. Conditions in the East, however, are different, because we were paying a subsidy in Ontario for oil production. We were not getting any royalty. That subsidy has been largely discontinued.

Mr. LUCAS: What is the amount of royalties imposed?

Mr. STEWART (Edmonton): Speaking from memory, on Dominion lands the royalty begins at 2½% and goes up to 5%. On Indian lands the royalty demanded is 10%. I will give that information more definitely when we are considering the Ontario estimates.

Mr. COOTE: Would the Minister also look up particulars of the royalties which must be paid on oil found on Dominion lands?

Mr. STEWART (Edmonton): Yes.

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Suggested correction and revision of Minister's statements as reported in Column 2, page 3783, unrevised Hansard.

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PRIVATE PAPERS
From
Jun 15/29

2031

01-1

June 15th. 1929.

MEMORANDUM

Mr. Pratt -

With reference to the revision of Hansard dealing with the Estimates, I am enclosing herewith the revised statement of Questions and Answers regarding the oil and gas rights on Indian reserves as suggested by Mr. Caldwell. I doubt, however, whether it is advisable to make any change at all.

On page 3808 you will note I have struck out the statement of the Minister that the sum of $150,000 had been voted from the Federal Treasury towards liquidation of Indian debts. We did not vote any amount for this purpose.

The error in the designation of the school referred to by Mr. Fancher on page 3807 has already been corrected.

vcl

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001

MUNSON, ALLAN, LAIRD, DAVIS, HAFFNER & HOBKIRK
MUNSON, ALLAN, PATTON, MACINNES & MILNE
BARRISTERS, SOLICITORS ETC.

G.W. ALLAN, K.C., D.H. LAIRD, K.C., G.H. DAVIS, K.C., E.F. HAFFNER, K.C., A.A. HOBKIRK, K.L. PATTON, R.B. MACINNES, J.J. MILNE.

CABLE ADDRESS - "MUNSONS"

R

BUILDING, 333 MAIN STREET
WINNIPEG, CANADA.

JUN 26 1929

REFER TO No. 28636-GHD.

20th June 1929.

Mr Stewart

Re: Hudson's Bay Marland Oil Co. Ltd.

Dear Sir:-

The above named Company is one formed some 2 years ago by the Hudson's Bay Company, whom you will know, in association with the Marland Oil Company of Oklahoma, one of the largest producing and distributing organizations in the oil industry in U.S.A., its primary object being to investigate the oil producing possibilities of Western Canada, particularly in relation to lands of the Hudson's Bay Company.

During its 2 years it has spent in comprehensive, scientific, systematic and geologic investigation a large sum of money provided entirely by the 2 principals named without any appeal, actual or prospective, to the public for funds. Naturally, as its work proceeded, certain areas were selected where there were signs of favorable structure which seemed to justify more extended investigation and included in such areas are lands within or adjacent to the Stoney Indian Reserve. We are accordingly instructed by the Company to write to you to ascertain whether Indian lands are available to responsible applicants for the prospecting for oil and gas on terms somewhat similar to those governing ordinary Crown or "Dominion" lands.

We should say that the Company in question is a responsible one and any lease it might be granted of Indian territory would be developed by the Company and would not be sought for the purposes of speculation.

Our clients understand that some oil and gas Prospecting Permits have been issued on Indian lands, but we do not know where information as to the lines of policy adopted by the Department can be obtained and we would be glad if you would write us as fully as possible as to the terms upon which such Permits and Leases might be granted and as to the procedure to be followed for transaction thereof.

Yours truly,
MUNSON ALLAN LAIRD DAVIS HAFFNER & HOBKIRK,
By
G. H. Davis.

Dr. Duncan C. Scott, Esq.,
Superintendent-General,
Department of Indian Affairs,
Ottawa, Ont.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)
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F. No. 20001.

June 28th, 1929.

Dear Sirs,-

I desire to acknowledge receipt of your letter of the 20th instant, written on behalf of your clients, the Hudson's Bay Marland Oil Company, Limited, and inquiring concerning the subject of oil and gas regulations in effect on Indian Reserves. For your information I enclose herewith copies of these regulations and may also say that while a large part of the Stony Indian Reserve is, at present, under lease considerable portions still remain open and might be leased with the consent of the Indian owners, and subject to the terms and conditions of our Departmental regulations.

The Department will be very glad to furnish you with additional information if desired.

Your obedient servant,

Duncan C. Scott

Deputy Superintendent General.

Enclosures.

Messrs. Munson, Allan, Laird, Davis, Haffner & Hebkirk,
Barristers, &c.,
Victory Building,
Winnipeg, Man.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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20001-1

Sept 19th 1929

[redacted] Dominion Bank
Vancouver B C

R

SEP 24 1929
RECORDED

Departement of Indian Affairs
Ottawa ONt

Dear Sirs:

For sometime I have known of certain structural Oil Lands on one of the Indian Reserves up to the present time this land has not been surveyed or systematically had any geology on same, and I would that provided I get a survey at our own expense and all the necessary data which we would require , would the Dept give us a certain time within reason that we might ask before we would have to start our drilling operations

In leasing oil lands from the Dept do you mention and have enforced a drilling contract within a certain time, Should our Co think favorably of the possibilities they would require a large acreage with a view to developing same , Trusting to hear soon from you in this matter. I am

Yours truly

B L Williams
1412 Dominion Bank
Vancouver B C

Copy of Regulations " amendments " application for Permits
" " " "

SUPERVISORY MINING ENGINEER
C. C. ROSS, B.Sc.

G/A

CANADA

CASE QUOTE

FILE.....

Department of the Interior

SUPERVISORY MINING ENGINEER

OTTAWA

FILED

20th November, 1929.

Dear Sir,

Would you kindly arrange to let me have six copies of the "Regulations for the disposal of oil and gas rights on Indian Reserves."

Yours very truly,

T.K.J. Chum
for
Supervisory Mining Engineer.

Handed yesterday
Kelly
25 Nov. 29
Pfb

J.C. Caldwell, Esq.,
Department of Indian Affairs,
Ottawa, Ontario.

NOTE: Please address all communications to the Supervisory Mining Engineer, Department of the Interior, not to individuals.

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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THIS IS 20001

CLOSED

PLEASE SEE

20001A

From – Feb. 1910
to – Nov. 1929

Indian Affairs. (RG 10, Volume 7641, File 20001 Pt.1)

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