

SUBJECT

Lands Department

192

NAME *Bodwell & Lawson*

SUBJECT *Assignment of Leases*

Q. 10. 15

Dominion Trust Co

to

Brooks Scarbar Lbr Co

CROSS REFERENCES

Form No. 1, D. 1200-000



2

DEPARTMENT OF LANDS
APR 20 1913
VICTORIA

THIS INDENTURE, made the 30th day of April, 1913, in the year of Our Lord one thousand nine hundred and ten, BETWEEN: the BROOKS SCARLON LUMBER COMPANY, a company duly registered as an Extra-Provincial Company under the laws of the Province of British Columbia (hereinafter called "the Vendor"), of the one part, and the DOMINION TRUST COMPANY, LIMITED, a corporation organized under the laws of the Province of British Columbia (hereinafter called "the Purchaser"), of the other part.

WITNESSETH that in consideration of the sum of one dollar (\$1) on or before the execution hereof paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby acknowledge), and of other good and valuable considerations by the Vendor received and acknowledged, the Vendor doth hereby grant, bargain, sell, assign, transfer and set over unto the Purchaser, its successors and assigns, ALL AND SINGULAR those certain timber leases issued by the Province of British Columbia, particulars whereof are set out in the schedule hereto: TOGETHER with all -- rights, easements and appurtenances to the said premises belonging: TO HAVE AND TO HOLD the same unto the Purchaser, its successors and assigns, for all the residue of the term of years created by the said timber leases respectively, and under the yearly rents reserved by, and subject to the covenants and conditions on the part of the lessee to be observed and performed as contained in the said lease.

AND the Vendor doth hereby for itself and its successors, and as to its own acts and defaults only, COVENANT with the Purchaser, its successors and assigns, that it has good right to sell and assign the said timber leases and premises hereinbefore expressed to be hereby assigned, and set out in the schedule hereto as aforesaid, and that free from encumbrances: AND that it, the Vendor,

DEPARTMENT OF LANDS
AUG 13 1913
VICTORIA, B. C.

Shirley assent to the within assignment

P. E. Elmer
Chief Commissioner of Lands

2

will at all times hereafter, at the cost of the party requesting the same, execute and do all such assurances and things for the further and more effectively assuring the said premises respectively, or any of them, or any part thereof, unto the Purchaser, its successors and assigns, as shall be reasonably required:

IN WITNESS WHEREOF, the Vendor hath caused its Common Seal to be hereunto affixed the day and year first above written:

SCHEDULE ABOVE REFERRED TO.

7456
1. Timber Lease dated the 1st day of April, 1903, - issued by the Government of the Province of British Columbia to the North Pacific Lumber Company and by said Company duly assigned (with the consent of the Government) to the Vendor, - covering Lots 928 to 945 inclusive, Group 1, New Westminster District, British Columbia, and containing 9,169 acres, more or less.

7457
2. Timber Lease dated the 1st day of April, 1903 - issued by the Government of the Province of British Columbia to the North Pacific Lumber Company and by said Company duly assigned (with the consent of the Government) to the Vendor - covering Lots 234 to 240 inclusive, Group 1, Lilloet District, British Columbia, - and containing 3,696 acres, more or less.

7458
3. Timber Lease dated the 25th day of January, 1903 - issued by the Government of the Province of British Columbia to the North Pacific Lumber Company and by said Company duly assigned (with the consent of the Government) to the Vendor - covering Lots 1274 to 1278 inclusive, and 1368, Group 1, New Westminster District, and Lot 241, Group 1, Lilloet District, British Columbia, and containing 5,445 acres, more or less.

THE COMMON SEAL of the Brooks Scanlon Lumber Company was hereunto affixed, in the presence of:

D. J. Brooks } Directors
A. J. Brooks }
Paul Andrew Brooks

Brooks Scanlon Lumber Co.
By M. J. Scanlon Secy.
By P. R. Brooks Dir.

6
DATED 1916.

THE BROOKS SCANTON RUBBER COMPANY

-to-

DOMINION TRUSS COMPANY, LIMITED.

4
.....
ASSIGNMENT OF TIMBER LEASES.
.....

EDWELL & LAWSON.

6
DATED 1910.

THE HOOVER POWER COAL COMPANY

-to-

4
HOOVER POWER COMPANY, LIMITED.

ASSIGNMENT OF TRADE MARKS.

ROBERT & LAYSON.

THIS INDENTURE made the *first* day of March,
in the year of Our Lord one thousand nine hundred and thirteen,
BETWEEN:

DOMINION TRUST COMPANY, LIMITED, a
corporation organized under the laws
of the Province of British Columbia,
hereinafter called the "Vendor"

OF THE ONE PART

AND

BROOKS SCANLON LUMBER COMPANY, a
company duly registered as an extra-
provincial company under the laws of
the Province of British Columbia,
hereinafter called the "Purchaser"

OF THE OTHER PART

WITNESSETH that in consideration of the sum of
One dollar (\$1.00) on or before the execution hereof paid by
the Purchaser to the Vendor (the receipt whereof the Vendor
doth hereby acknowledge), and of other good and valuable con-
siderations by the Vendor received and acknowledged, the
Vendor doth hereby grant, bargain, sell, assign, transfer and
set over unto the Purchaser, its successors and assigns, ALL
AND SINGULAR those certain timber leases issued by the Province
of British Columbia, particulars whereof are set out in the
schedule hereto; TOGETHER with all rights, easements and appur-
tenances to the said premises belonging: TO HAVE AND TO HOLD
the same unto the Purchaser, its successors and assigns, for all
the residue of the term of years created by the said timber
leases respectively, and under the yearly rents reserved by, and
subject to the covenants and conditions on the part of the
lessee to be observed and performed as contained in the said
lease.

FOREST BRANCH

MAR 25 1913

RECORDS

Shanty account to the within assigned

W. D. Hall

Minister of Lands

AKB

2

SCHEDULE ABOVE REFERRED TO.

1. Timber Lease dated the 1st day of April, 1903, - issued by the Government of the Province of British Columbia to the North Pacific Lumber Company and by said Company duly assigned (with the consent of the Government) to the Vendor, - covering Lots 923 to 945 inclusive, Group 1, New Westminster District, British Columbia, and containing 9,169 acres, more or less.

2. Timber Lease dated the 1st day of April, 1903 - issued by the Government of the Province of British Columbia to the North Pacific Lumber Company and by said Company duly assigned (with the consent of the Government) to the Vendor - covering Lots 234 to 240 inclusive, Group 1, Lillooet District, British Columbia, and containing 3,695 acres, more or less.

3. Timber Lease dated the 25th day of January, 1903, - issued by the Government of the Province of British Columbia to the North Pacific Lumber Company and by said Company duly assigned (with the consent of the Government) to the Vendor - covering Lots 1274 to 1278 inclusive, and 1368, Group 1, New Westminster District, and Lot 241, Group 1, Lillooet District, British Columbia, and containing 5,445 acres, more or less.

THE COMMON SEAL of the DOMINION
TRUST COMPANY, LIMITED, was here-
unto affixed, in the presence of:

Dominion Trust Company, Limited

E. J. Mills
Director
H. A. Allen
Secretary

March, 1913.

DOMINION TRUST COMPANY, LIMITED

-and-

PROCES STANTON LUMBER COMPANY

ASSIGNMENT OF TIMBER LEASES

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Bodwell & Lawson

Barristers Solicitors &c.

E. F. Bodwell, H. C. J. H. Lawson, Jr.

H. G. Lawson, H. T. Lane

CABLE ADDRESS BODWELL

VANCOUVER OFFICE: SUITE 401 WINCH BUILDING.
VICTORIA OFFICE: NO 918 GOVERNMENT ST. P.O. BOX 637.

Vancouver, B.C. March 17th, 1913.

The Forestry Department,
Government Buildings,
Victoria, B.C.

Dear Sirs,-

We beg to hand you herewith renewal timber leases Nos. 13, 14 and 15, together with assignment of same to the Dominion Trust Company, which has been duly registered in the name of the Dominion Trust Company; also assignment in duplicate dated the 1st day of March from the Dominion Trust Company to the Brooks-Scanlon Lumber Company. Kindly have this transfer assented to by the Chief Commissioner and duly recorded on your books, and return documents to us.

We also beg to enclose herewith cheque for \$15.00 - amount of transfer fees.

Yours truly,

BODWELL, LAWSON & LANE.

Encls.

Per. *J. H. L.*.....

10
456 P.

March 25, 1913.

Memo. to the Deputy Minister of Lands.

The within assignment in duplicate is in order for
assent, all fees being paid.

H. A. MacMillan
Chief Forester.

VC/mem
770 sub.

NOTE:--ALL CORRESPONDENCE IN REFERENCE TO INDIVIDUAL
MATTERS MUST BE ADDRESSED TO
THE DEPUTY MINISTER OF LANDS.
ALL ORDERS SHOULD BE DATED AND MADE PAYABLE AT THE
BY VICTORIA.

REFER TO
FILE NO. 510



THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

LANDS DEPARTMENT.

VICTORIA. 29th Mar. 1913

Memorandum for the Forest Branch

re assignment of leases Dominion Trust Co'y: File 4766-F

I beg to return the file in this matter with
assignments duly assented to.

Minister of Lands

ENC

12
29th. Jan. 1918

s.22

Dear Sir:-

Please refer to Files 4766F and
MEX-Van-L-1277

I am in receipt of your letter of the 17th.
inst. and in reply beg to state that in accordance with
your statement that you would prefer to have the timber
left on your lot, we took this matter up with the
owners of lease 1277 and hope in the course of a few days
to have a settle-up whereby they relinquish any claim
to the timber on Lot 2110. In the meantime I understand
no operations will be conducted while negotiations are
pending.

You will be notified as soon as the case is
settled.

Yours truly,

A. J. L.
Forester.

RM.

C O P Y.

13

Vancouver, B.C. Jan 25th, 1918.

W. J. VanDusen, Esq.,
District Forester,
Court House, City.

Dear Sir:

Referring to our conversation of this morning, re pre-emption record No. 2110, we herewith agree to neither enter, cut, or remove any Timber on this Lot until we are advised by you that settlement has been made with the Brooks-Scanlan Lumber Co. and the Government.

Yours truly,

BURRARD SAWMILLS, LTD.,

Per "H.D. Douglas"

f

14
Vancouver.

January 26/1918

COPY

MTI
VAN
BURRARD SAWMILLS LTD.

Chief Forester,
Forest Branch,
Victoria.B.C.

Dear Sir,

I enclose herewith for your information copy of letter from the Burrard sawmills, Limited, agreeing not to carry on any operation on the over-lap until the matter has been settled.

s.22 has not yet called in, but I advised him verbally over the telephone that his offer was accepted.

Yours truly,

"W.J.Van Dusen, "

District Forester.

15
C O P Y

Jan. 29/1918.

LTD.
s.22

Dear Sir,

Please refer to Files 4766F and
MEK/VAN/L.1277

I am in receipt of your letter of the 17th.
Inst., and in reply beg to state that in accordance with
your statement that you would prefer to have the timber
left on your lot, we took this matter up with the
owners of Lease 1277 and hope in the course of a few days
to have a settle-up whereby they relinquish any claim
to the timber on Lot 2110. In the meantime, I understand
no operations will be conducted while negotiations are
pending.

You will be notified as soon as the case is
settled.

Yours truly,

FORESTER.

lm

16
25th Apl. 1919

Messrs. Brooks-Saunders Lumber Co.

312 Finch Building

Vancouver, B.C.

Dear Sirs,

Please refer to files 4766P and
MEX-Van. Lot 1277

In Sept., last, a cheque for \$900. was forwarded to you in settlement for timber on lot 1277. You will recollect that there had been a Crown Grant issued over this lot, and that the above arrangement was made to straighten up the matter.

The Department would request that you forward the lease document covering lots 1274 to 8 and 1368 New Westminster and 241 Lillooet, so that elimination of lot 1277 New Westminster District may be made therefrom.

Yours truly,


Accountant.

P/ML.

Yway

W.H.S.

17
10th May 1919

Messrs. Brooks Scanlon Lumber Co.,

312 Winch Building

Vancouver, B.C.

Dear Sirs,

Please refer to file 4766.

I would refer you to our letter of the 23rd ult.,
with reference to lease document covering, among others, lot 1277
New Westminster District.

The Department would be obliged if you would
forward this document as soon as possible, so that the necessary
elimination may be made.

Yours truly,

P
Accountant.

P/ML.
62743
10

4766 F
DAVIS, MARSHALL, MACNEILL & PUGH
DAVIS, LAWSON, ARMOUR & M'LORE

BARRISTERS & SOLICITORS & C.

E. P. DAVIS, M.C.
C. B. MACNEILL, M.C.
J. R. LAWSON
DOUGLAS ARMOUR, M.C.
G. H. DAVIS
J. B. MARSHALL, M.C.
W. S. WILSON
E. H. C. M'LORE

ADDRESS ALL COMMUNICATIONS
TO "DAVIS & CO"

51429

LONDON BUILDING
626 PENDER STREET W

VANCOUVER, B.C. May 16th, 1919.

TELEPHONE SEYMOUR 5890
(PRIVATE EXCHANGE)
CABLE ADDRESS "DAMARELL"
SODA S. TELEGRAPHIC
HOMELAND DISSEMINATION
WESTERN UNION



Forest Branch,
Land Department,
Victoria, B.C.

re Your file 4766F
and MEX Van Lot 1277.

Dear Sirs:

re Lease to Brooks Scanlon Lumber Company
13-14-15
Attention Mr. Pite

With reference to your letter of the
23rd of April addressed to Brooks Scanlon Lumber Company,
we find that the three leases belonging to this Company
have been lost. We have made a very thorough search
for same and are unable to find them. We shall be glad,
therefore, if you will send us certified copies of same
together with memorandum of your charges. At the same
time will you please note up the information in accordance
with your letter of the 23rd ultimo.

Yours truly,

Davis

JWJ/M.

19
29th May, 1913

Messrs. Davis & Co.,
London Building
Vancouver, B.C.

Dear Sirs,

Please refer to file 4766 P.

Referring to your letter of May 16th, and
previous correspondence.

Enclosed, as requested, are copies of timber
leases Nos. 13, 14, & 15 which are registered in the name of the
Brooks Scanlon Lumber Co.

The elimination of lot 1277 N.W.B., has been
noted in respect of lease #15.

Also enclosed is miscellaneous account #265
for \$15.00, remittance for which will oblige.

Yours truly,

R
Accountant

encls.

P/ML
MB 8/11

BUR
BARRISTER
NOTA
WILHELM DUNN

20

4766

Memo to Status & Surveys.

Please make all necessary
notations re elimination of
Lot 1277, NW 3 from Timber
^{freemake}
lease, initial file, & return to.

Accounts Office

MR

May 30 1909

Stamp: *Settled*
May 30 1909
[Handwritten signature/initials over stamp]

*Noted on ref. map
plus*

4766 2 115781
BURNS & WALKER
BARRISTERS AND SOLICITORS
NOTARIES PUBLIC

Wm. Ernest Burns

Richard Knox Walker

CABLE ADDRESS
BURNAY

CODES
WESTERN UNION
REGISTERED TELEGRAM

21
STANDARD BANK BUILDING

VANCOUVER, CANADA

May 15, 1920.

Dept. of Lands, Forest Branch,
Victoria, B. C.

Attention of "Records",
Your file No. 18043F



Gentlemen:

24
Herewith you will find a certified copy of
timber lease covering among others Lots 1275 and 1277,
New Westminster District, also an assignment of the lease
as regards these two lots from the Brooke-Scanlon Lumber
Company, Ltd., to the Burrard Sawmills Ltd., and further
assignments from the Burrard Sawmills, Ltd., to George Blair.
We would be obliged if you would issue in the name of George
Blair a new lease of these two lots upon the same terms as the
former lease and return the same as soon as possible to the
Royal Bank of Canada, Vancouver, B. C.

We have already written to you in regard to this
being done and would refer you to your letter of April 29th.

As requested by that letter we also enclose our
check for Ten Dollars (\$10.00) in payment of necessary fees.

Yours truly,

Burns & Walker

H/E

Encl. 4.

4766-2

115700

The Royal Bank of Canada

INCORPORATED 1869

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE MANAGER

CABLE ADDRESS "ROYALBANK"

REGISTER.

22
Vancouver, B.C. May 17th. 1920.

The Department of Lands.

Forest Branch.

Victoria. B.C.



Dear Sirs:-

We are to-day sending you, under separate registered cover,
the following documents:-

Lease from His Majesty The King to the North Pacific Lumber
Company for a term of twenty-one years and assigned to
the Brooks-Scanlon Lumber Co.

Assignment from the Brooks-Scanlon Lumber Co. to the Burrard
Sawmills, Ltd. covering two lots, Nos. 1275 and 1277.

Assignment from the Burrard Sawmills, Ltd. to George Hair
covering lots 1275 and 1277.

Certified cheque, Burns & Walker, Trust Account, for \$10.⁰⁰
(ten dollars) payable at par in Victoria.

Letter from Burns & Walker, addressed to you, in connection
with the above documents.

We shall be obliged if you will issue two new leases and for-
ward them to us, the lease covering lots 1275 and 1277 in the name of
George Hair and the balance of the property to remain as before.

We understand that the cheque of Burns & Walker enclosed is
sufficient to cover the necessary fee, but should there be anything fur-
ther due please advise us and we will remit.

In acknowledging receipt kindly refer to this letter as No. 116

JTH/C.

Yours truly,

[Signature]
per Manager.

23
TO WHOM IT MAY CONCERN:

PURSUANT to the terms and conditions of that certain Timber Lease dated the 15th day of July A.D. 1903, granted by HIS MAJESTY THE KING to THE NORTH PACIFIC LUMBER COMPANY, LIMITED, the Minister of Lands for the Province of British Columbia HEREBY CONSENTS in so far as it is within his authority so to do, to the assignment here-unto annexed, marked "A" dated the 31st day of March A.D. 1920,

BETWEEN:

THE BROOKS SCANLON LUMBER COMPANY

and

THE BURRARD SAW MILLS, LIMITED.

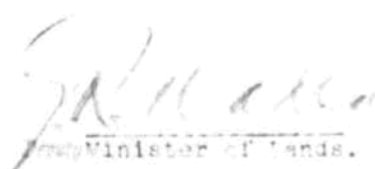
SUBJECT HOWEVER to the following express conditions:-

1. That notwithstanding anything contained in this Consent, or in the said Assignment or any document referred to therein, HIS MAJESTY THE KING shall not be deemed to have waived compliance with or observance and performance of, on the part of the Lessee, its successors and assigns, any of the covenants, provisos, conditions and reservations in the said Lease contained, nor to have waived, impaired or restricted in any way whatsoever any of the rights or remedies of the Crown or of the said Minister of Lands in respect of the said Lease or of the property or rights thereby demised, nor to have approved of the form or of any of the terms, provisions or conditions of the said Assignment or of any documents. IT BEING EXPRESSLY DECLARED that the sole object purport and effect of this Consent is merely as a permission in writing to validate the making of an assignment as required by the terms and conditions of the said Lease; and no action shall be taken or thing done under by virtue of, or in connection with the said Assignment, or any document referred to therein that may prejudice, impair, or affect in any way whatsoever any of the rights of HIS MAJESTY THE KING, or of the said MINISTER OF LANDS.

2. The annual rent payable under the said Timber Lease shall be indivisible, and no payment on account thereof short of payment in full, nor any payment of any part thereof only on behalf of any party in interest, shall be in any way deemed to affect any of the rights of HIS MAJESTY under the terms of the said Timber Lease, including the right in accordance with its said terms to absolutely forfeit all the rights and privileges thereby conveyed.

DATED AT VICTORIA, B. C.

This day of 1920.


Minister of Lands.

"A"

"A" 24

THIS INDENTURE made the 31st day of March, in the year of Our Lord one thousand nine hundred and twenty.

BETWEEN:

BROOKS SCANLON LUMBER COMPANY, a duly registered Extra-Provincial Company, having its office in British Columbia, in the Standard Bank Building, in the City of Vancouver, Province of British Columbia, hereinafter called "the Vendor"

of the one part,

-and-

BURRARD SAW MILLS LIMITED, a Company incorporated under the laws of the Province of British Columbia, and having its registered office in the City of Vancouver, hereinafter called "the Purchaser"

of the other part.

WITNESSETH that in consideration of the sum of Eight thousand three hundred and three and 77/100 dollars (\$8303.77) on or before the execution hereover paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby acknowledge) and other good and valuable consideration by the Vendor received and acknowledged, the Vendor doth hereby and to the intent to pass the whole leasehold interest in the premises hereinafter described, grant, bargain, sell, assign, transfer and set over unto the Purchaser, its successors and assigns, ALL AND SINGULAR the following lands and premises known and described as Lots one thousand two hundred and seventy-five (1275) and twelve hundred and seventy-seven (1277), New Westminster District except seventy-four (74) acres eliminated as the same are comprised in that certain Indenture of Lease dated the 18th day of July, A.D. 1903, issued by the Government of the Province

FOR SECRETARY

I **Hereby Certify** that, on the 2nd day of April, 19 20 at Minneapolis, Minn. In the State of Minnesota, United States of America, H.W. Davis (whose identity has been proved by the evidence on oath of Asst personally known to me, appeared before me and acknowledged to me that he is the Secretary of Brooks Scanlon Lumber Company and that he is the person who subscribed his name to the annexed instrument as Asst Secretary of the said Brooks Scanlon Lumber Company and affixed the seal of the Brooks Scanlon Lumber Company to the said instrument, that he was first duly authorized to subscribe his name as aforesaid and affix the said seal to the said instrument, and that such corporation is legally entitled to carry on business in the Province of British Columbia.

IN TESTIMONY whereof, I have hereunto set my Hand and Seal of Office, at Minneapolis, Minn., this 2nd day of April, in the year of our Lord one thousand nine hundred and twenty.

H.W. Davis State of Minnesota
A Notary Public in and for the Province of British Columbia
Notary Public, Hennepin County, Minn.
MY COMMISSION EXPIRES, JULY 20th, 1920.

Note.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

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Vendor received and acknow-
herby and to the intent to pass
rest in the premises hereinafter
sell, assign, transfer and set
assigns, ALL AND

26

of British Columbia, made between His Majesty the King and the North Pacific Lumber Company Limited, which said lease is now vested in the Vendor, together with all rights, easements, and appurtenances to the said premises belonging to have and to hold the same unto the Purchaser, its successors and assigns, for all the residue of the term of years created by the said lease at and under the proportionate yearly rents reserved by and subject to the covenants and conditions on the part of the lessee to be observed and performed as contained in the said lease.

IN WITNESS WHEREOF the Vendor hath hereunto executed these presents the day and year first above written.

SEALED with the Common Seal)
of Brooks Scanlon Lumber)
Company in the presance of)

Brooks-Scanlon Lumber Co.

N.A. Rueler

M.F. Leman

J. Brooks
Director

H. W. Davis
Asst Secy

27

Dated March

1920.

BROOKS SCANTON LUMBER COMPANY,

-and-

FORBARD SAW MILLS LIMITED.

ASSIGNMENT OF TIMBER LEASE

DAVIS & CO.

78
TO WHOM IT MAY CONCERN:

PURSUANT to the terms and conditions of that certain Timber Lease dated the 15th day of July A.D., 1903, granted by HIS MAJESTY THE KING to THE NORTH PACIFIC LUMBER COMPANY, LIMITED, the Minister of Lands for the Province of British Columbia HEREBY CONSENTS in so far as it is within his authority so to do, to the assignment hereunto annexed, marked "B" dated the 14th day of May, A.D., 1920,

Between:

THE BURRARD SAWMILLS, LIMITED,

and:

s.22

SUBJECT HOWEVER to the following express conditions:-

1. That notwithstanding anything contained in this Consent, or in the said Assignment or any document referred to therein, HIS MAJESTY THE KING shall not be deemed to have waived compliance with or observance and performance of, on the part of the Lessee, its successors and assigns, any of the covenants, provisions, conditions and reservations in the said Lease contained, nor to have waived, impaired or restricted in any way whatsoever any of the rights or remedies of the Crown or of the said Minister of Lands in respect of the said Lease or of the property or rights thereby demised, nor to have approved of the form or of any of the terms provisions or conditions of the said Assignment or of any documents. IT BEING EXPRESSLY DECLARED that the sole object purport and effect of this Consent is merely as a permission in writing to validate the making of an assignment as required by the terms and conditions of the said Lease; and no action shall be taken or thing done under by virtue of, or in connection with the said Assignment, or any document referred to therein that may prejudice, impair or affect in any way whatsoever any of the rights of HIS MAJESTY THE KING, or of the said MINISTER OF LANDS.

2. The annual rent payable under the said Timber Lease shall be indivisible, and no payment on account thereof short of payment in full, nor any payment of any part thereof only on behalf of any party in interest, shall be in any way deemed to affect any of the rights of HIS MAJESTY under the terms of the said Timber Lease, including the right in accordance with its said terms to absolutely forfeit all the rights and privileges thereby conveyed.

DATED AT VICTORIA, B. C.

This day of 1920.


Minister of Lands.

For the Secretary (or other Officer) of a Corporation

I Herby Certify that, on the 14th day of May, 1920, at Vancouver, in the Province of British Columbia, R. D. Douglas (whose identity has been proved by the evidence on oath who is) personally known to me, appeared before me and acknowledged to me that he is the president of Burnard Saw Mills, Ltd. and that he is the person who subscribed his name to the annexed Instrument as president of the said Company and affixed the seal of the said Company to the said Instrument, that he was first duly authorised to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to carry on business in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at Vancouver in the Province of British Columbia, this 14th day of May one thousand nine hundred and twenty.

[Signature]
A Notary Public in and for the Province of British Columbia,
a Commissioner for taking affidavits within British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

conditions of that certain
uly A.D., 1903, granted by
CIFIC LUMBER COMPANY,
he Province of British
s it is within his authority
annexed, marked with dated

Following express conditions:-

ntained in this Consent,
ument referred to therein,
emed to have waived compli-
nce of, on the part of the
any of the covenants,
ns in the said Lease contained,
rioted in any way whatsoever
Crown or of the said Minister
e or of the property or
approved of the form or of any
s of the said Assignment or of
ECLARED that the sole object
s merely as a permission in
assignment as required by
Lease; and no action shall
ue of, or in connection with
referred to therein that
ny way whatsoever any of the
f the said MINISTER OF LANDS.

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n any way deemed to affect
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accordance with its said
rights and privileges there-

B

30

ASSIGNMENT.

B

KNOW ALL MEN BY THESE PRESENTS that BURNARD
SAWILLS, LIMITED, a body corporate having its registered
office at 207 Hastings Street, West, in the City of
Vancouver, Province of British Columbia, in consideration
of the sum of TEN THOUSAND DOLLARS (\$10,000.00) (receipt
whereof is hereby acknowledged) ^{DOETH} ~~HEREBY~~ ASSIGN, TRANSFER
AND SET OVER unto s.22 of the Town of Windsor, in
the Province of Ontario, Bank Manager, in trust, all the
right, title and interest of the said BURNARD SAWILLS,
LIMITED, in and to those certain timber leases issued by
the Province of British Columbia, and covering the lots
numbered 1275 and 1277, New Westminster District, Province
of British Columbia. TO HAVE AND TO HOLD unto the said
GEORGE MAIR his heirs and assigns forever.

Let the said BURNARD SAWILLS, LIMITED, doth
hereby covenant that it has a good title to the said
timber leases and the right to transfer the same and that
the same are free from encumbrances.

IN WITNESS WHEREOF the corporate seal of the
BURNARD SAWILLS, LIMITED, is hereunto affixed, at the
City of Vancouver and the Province of British Columbia,
this...14... of May, A. D. 1920.

CORPORATE SEAL OF THE

BURNARD SAWILLS, LIMITED, IS HEREBY TO

ATTACHED BY THE PRESENT OF

M. Brighton

[Signature]
S. O'Malley Vice President

DATED

MAY, A. D. 1920

.....

MURRAY SAWYER, LIMITED,

to

s.22

.....

-ASSIGNMENT-

.....

MURRAY & SAWYER

32 57 66 117517

The Royal Bank of Canada

INCORPORATED 1869

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE MANAGER

CABLE ADDRESS "ROYALBANK"

Vancouver, B.C. May 26th. 1920.

The Department of Lands.

Forest Branch

Victoria B.C.



Dear Sir:-

On the 17th inst. we forwarded you by registered mail certified copy of a timber lease in the name of the Brooks-Seaton Lumber Co. and assignment from the Brooks-Seaton Lumber Co., Ltd. to the Burrard Saw Mills, Ltd. and an assignment from the Burrard Saw Mills, Ltd. to s.22 We requested that this lease be replaced by two leases, one in the name of George Fair covering Lots 1375 and 1377 and the other, covering the remainder in terms of the original lease. We have had several requests from our customers as to how this matter is progressing and would appreciate it if you would advise us when we may expect delivery.

Yours truly,

J. J. Kearney
Jr. Manager.

2 letters
J.K.C.

BURNS & WALKER
BARRISTERS AND SOLICITORS
NOTARIES PUBLIC

WM ERNEST BURNS

RICHARD KNOX WALKER

CABLE ADDRESS
BURDAY

CODES
WESTERN UNION
BEDFORD H. REILL

STANDARD BANK BUILDING

117510



The Department of Lands,
Forest Branch,
Victoria, B.C.

Dear Sirs: Re Lots 1275 and 1277, New Westminster Dist.

On or about the 17th day of May 1920, the Royal Bank of Canada, Vancouver, forwarded to you a certified copy of the lease covering among others the above lots, together with assignments of the said lots to s.22

s.22

The Bank also forwarded to you our letter by which you are requested to issue a new lease for these two lots to s.22. The new lease was to be returned to the Royal Bank. We are today advised by the Bank that they have received no word from you and we are now writing to ask when we may expect this new lease to issue and be returned to the Bank. It is a matter of some urgency and anything you can do to expedite same, will oblige

Yours truly,

Burns & Walker

267510
H. W.

H. D. DOUGLAS
PRESIDENT

34
All Agreements are taken subject to the approval of the Company, and are Contingent upon Striking
Accidents, and other delays unavoidable or beyond our reasonable control.

E. ABERNETHY
VICE PRESIDENT

BURRARD SAWMILLS, LIMITED

MANUFACTURERS

PACIFIC COAST LUMBER

LATH AND SHINGLES

MILLS: BURRARD BAY, BURRARD INLET, B. C.

PHONE
SEYMOUR 2028

GENERAL OFFICES:
1211 DOMINION BUILDING,
VANCOUVER, B. C.

31st May, 1920.

Mr. Herbert Cathcart,
Parliament Buildings,
VICTORIA, B. C.

Dear Mr. Cathcart:

I am writing to ask if you can assist me in learning what is delaying the issuing by the Land Department of new leases for Lots 1275 to 1277 from Brooks-Scanlon Lumber Co. to our Company.

We have made a sale of this property and the matter is being handled by Messrs. Burns & Walkers of this city. They have had the matter up with the Land Department but can get no reply to their last letter, inquiring the reason for the long delay in issuing new leases, and they have suggested that I write to you, as it is possible through this source we might learn what the delay is and take steps to overcome it if it is any further information required by the Department.

Thanking you in advance for the courtesy, I remain,

Very truly yours,
[Signature]

35
1st June 1920

Sir:-

Please refer to File 4766 F

I have to acknowledge the receipt of your letter of the 31st ult. enquiring as to the delay in the issuance of new leases covering Lots 1275 to 1277, New Westminster District, from the Brooks-Seanlon Lumber Company to the Burrard Saw Mills Limited.

In reply I beg to advise you that looking into the matter, I find that the delay has occurred through the absence by sickness of two of the officials of the Forest Branch who deal with these matters.

They have now returned to the Department, and it is hoped to have the matter completed in the course of a few days.

Regretting the delay.

I have the honour to be,

Sir,

Your obedient servant,

Superintendent of Lands.

Reply Lands Branch Attention "Status"

H.D. Douglas Esq.,
The Burrard Sawmills Limited,
1211 Dominion Building,
RT/X Vancouver, B. C.

36
June 17, 1920.

The Royal Bank of Canada,
Vancouver, B.C.

Dear Sirs,

Please refer to file #4766-f

With reference to your letter of the 17th ulto.,
your letter #416, enclosed herewith are the following:-

Lease from His Majesty the King to the N. P.
Lumber Company.

Duplicates of Consents, the originals of which
have been attached to the assignment on file in this
office.

Substituted Lease covering Lots Nos. 1275 and
1277, N. W. D.

The amount forwarded by Messrs Burns & Walken
was \$10.00, but a further amount of \$5.00 to cover lease fee is
required. Please forward same.

Yours truly, *p*

Accountant.

Reply to Forest Branch, attention of "Records."

Encls-men

BURNS & WALKER
BARRISTERS AND SOLICITORS
NOTARIES PUBLIC

Wm. ERNEST BURNS

RICHARD KNOX WALKER

CABLE ADDRESS:
BURDAY

CODES: WESTERN UNION
DEPT. OF M. & A.

STANDARD BANK BUILDING

VANCOUVER, CANADA June 22, 1920.

The Department of Lands,
Forest Branch,
Victoria, B. C.

Attention RECORDS

Your File 4756-F



Dear Sirs:-

As requested by your letter of June 17th we enclose herewith our cheque for \$5.00 in payment of further amount due for lease fee.

We have inspected the documents which you returned to the Royal Bank and the same seem to be quite in order. We notice, however, on the duplicate consents to the assignments there appears a proviso to the effect that the amount due under the lease, for rent etc., shall be indivisible and that the Crown reserves its right to cancel the lease in case of default in payment of any part of the rent due. We understand that in view of the fact that a new lease has been substituted covering Lots 1275 and 1277, New Westminster District, and as that lease has been assigned to Mr. George Muir, he will only be called upon to pay the rent due under that substituted lease and is in no way responsible for the rent due under the original lease which covers several more lots with which he has nothing to do, and that his interest in these two lots will in no way be prejudiced in case default should be made in payment of the rent due for any of the balance of the lots. We would be pleased to hear from you in connection with this matter.

Yours truly,

R. W.
Solic.

P.S. - We notice that you have not eliminated from the certified

Burns & Walker

Dept. of Lds---2

June 22'20

38
123154

copy of the original lease which you returned to the
Bank the two Lots, #1275 and #1277 for which you have
issued the new lease. We assume that these two lots
have been cut off the original lease or that a new lease
has been issued covering the balance of the lots.

39
June 28, 1920.

Messrs Burns & Walkem,
Standard Bank Building,
Vancouver, B.C.

Dear Sirs,

Please refer to file #4766

Your letter of the 22nd inst. is received.
Timber Lease which formerly included among
others Nos. 1275 and 1277, New Westminster District, having been
split to a substituted lease issued to cover the two before-
mentioned lots, the terms of the lease as regards rental will
apply only to the two lots mentioned therein, and have no connection
with the balance of the lots formerly included in the original
lease.

With regard to the omission of notation as to
the elimination of these two lots from the original lease we find
that the necessary notation was made on the copy on file in this
Department and if you desire a similar notation will be made on
the copy of the lease, which was returned in our letter of 17th inst.
and official receipt for ^{by you} \$100 (No.) covering your remittance
is enclosed herewith.

Yours truly,

Accountant.

Reply to Forest Branch, attention of "Records."
Enc.
MEM

40
December 1, 1921.

Messrs Davis & Co.,
London Building,
Vancouver, B. C.

Dear Sirs,

Please refer to file 4756-2

A few days ago your Mr. Lawson left at this office original and duplicate assignment from Brooks Seaman Lumber Co. to the Burrard Saw Mills Ltd. ~~of timber lease~~ of Lot No. 1278, which is included in Timber Lease covering that and other areas.

Before this assignment can be placed on file it is necessary that the original ^{Lease} document be produced, and payment made of \$5.00 transfer fees.

The original lease was forwarded to Messrs Burns & McKim, Solicitors, Vancouver, on June 17, 1920.

The assignments will be held pending receipt of your further instructions.

Yours truly,


Accountant.

Reply to Forest Branch, attention of "Records."

WB-MSM

Dominion of Canada

Province of

In the Matter of

TIMBER LEASE DOCUMENT COVERING LEASE OF
LOT 241, GROUP 1, LILLOOET DISTRICT and
LOTS 1274, 1276, 1278 and 1368, Group
1, NEW WESTMINSTER DISTRICT

To Wit:

I, **JOHN THOMSON KEAY**

of the City

of **Vancouver**in the province of **British Columbia**, accountant.**Do Solemnly Declare that**

1. I am the accountant of the Royal Bank of Canada, Main Branch, Vancouver, B.C. and as such have a knowledge of the matters hereinafter by me deposed to.
2. That at the request of Messrs. Davis, Marshall, Macneill & Pugh I did cause search to be made in my office for the above described timber lease document, but after diligent search I have been unable to locate the same, and can find no trace as to its present whereabouts. The said lease was received by this office, but I am unable to obtain any information as to its final disposition, and I verily believe that the said timber lease has been lost.
3. That the said timber lease has not to the best of my knowledge been hypothecated or disposed of as security in any way.

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 **Vancouver**in the Province of **British Columbia**This *twenty fourth* day of*January* A.D. 19*22**Robert Bone*

A Notary Public in and for the Province of British Columbia

Dated December, 1921

In the Matter of Timber Lease
Document covering lease of
Lot 241, Group 1, Lillooet
District and Lots 1274, 1276,
1278 and 1368, Group 1, New
Westminster District

Statutory Declaration

MURPHY & CHAPMAN, STATOGRAFERS AND PRINTERS, VANCOUVER, B.C.

DAVIS & CO
Barristers,
Vancouver, B.C.

Dominion of Canada

Province of

In the Matter ofTIMBER LEASE DOCUMENT COVERING LEASE OF
LOT 241, GROUP 1, LILLOOET DISTRICT AND
LOTS 1274, 1276, 1278 and 1368, Group
1, NEW WESTMINSTER DISTRICT

To Wit:

J. Campbell Edwards **FORBES** of the Standard Bank Building
of the City of Vancouver in the province of British Columbia

Do Solemnly Declare that

1. I am a *clerk in the office* of Brooks-Scanlon Lumber Company, and as such have a knowledge of the matters hereinafter by me deposed to.
2. I have made diligent search in the office of the Brooks-Scanlon Lumber Company to locate the above described timber lease, but have been unable to find any trace of the same whatsoever, and I verily believe that same was never in the office of the said Brooks-Scanlon Lumber Company.
3. I have made diligent search and have been unable to locate the said lease in all places where the same might possibly be, and I verily believe that the said lease is lost.
4. The said lease document has not to my knowledge been hypothecated or disposed of as security in any way.

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 Vancouver
in the Province of British Columbia

this *20th* day of
December *1911*

[Signature]
A Notary Public in and for the Province of British Columbia
My Commission Expires on the 1st day of January 1912

Dated December 1921

In the Matter of Timber Lease
Document covering lease of
Lot 241, Group 1, Lillooet
District and Lots 1274, 1276,
1278 and 1368, Group 1, New
Westminster District

Statutory Declaration

MURPHY & CAMPBELL, STATIONERS AND PRINTERS, VANCOUVER, B.C.

DAVIS & CO
Barristers,
Vancouver, B.C.

43
Original
TO WHOM IT MAY CONCERN:

PURSUANT to the terms and conditions of that certain Timber Lease dated the 25th of January 1903, granted by HIS MAJESTY THE KING to the

NORTH PACIFIC LUMBER COMPANY LTD.

the Minister of Lands for the Province of British Columbia HEREBY CONSENTS in so far as it is within his authority so to do, to the Assignment hereunto annexed, marked "A", dated the 13th day of July 1921,

BETWEEN:

BROOKS SCANTON LUMBER COMPANY

AND:

BURRARD SAW MILLS LIMITED

SUBJECT HOWEVER to the express condition that notwithstanding anything contained in this Consent, or in the said Assignment or any document referred to therein, HIS MAJESTY THE KING shall not be deemed to have waived compliance with or observance or performance of, on the part of the Lessees, their successors and assigns, any of the covenants, provisions, conditions and reservations in the said Lease contained, not to have waived, impaired or restricted in any way whatsoever any of the rights or remedies of the Crown or of the said Minister of Lands in respect of the said Lease or of the property or rights thereby demised, nor to have approved of the form or of any of the terms, provisions or conditions of the said Assignment, or of any document, IT BEING EXPRESSLY DECLARED that the sole object, purport and effect of this CONSENT is merely as a permission in writing to validate the making of an Assignment as required by the terms and conditions of the said Lease, and no action shall be taken or thing done, by virtue of, or in connection with the said Assignment, or any document referred to therein that may prejudice, impair or affect in any way whatsoever any of the rights of HIS MAJESTY THE KING or of the said Minister of Lands.

DATED AT -Victoria, B. C.

THIS

DAY OF

February A.D. 1922

[Signature]
Minister of Lands.

46
A
original
THIS INDENTURE made the 13th day of July, in the year of our Lord one thousand nine hundred and twenty-one.

BETWEEN:

BROOKS SCARLON LUMBER COMPANY, a duly registered Extra-Provincial Company, having its office in British Columbia, in the Standard Bank Building in the City of Vancouver, hereinafter called "the Vendor"

of the one part,

-and-

BURRARD SAW MILLS LIMITED, a Company incorporated under the laws of the Province of British Columbia and having its registered office in the City of Vancouver, hereinafter called "the Purchaser,"

of the other part.

WITNESSETH that in consideration of the sum of One dollar (\$1.00) on or before the execution hereover paid by the purchaser to the vendor (the receipt whereof the vendor doth hereby acknowledge) and other good and valuable consideration by the vendor received and acknowledged, the vendor doth hereby and to the intent to pass the whole leasehold interest in the premises hereinafter described, grant, bargain, sell, assign, transfer and set over unto the purchaser, its successors and assigns, all and singular the following lands and premises known and described as Lot one thousand two hundred and seventy-eight (1278), New Westminster District, as the same is comprised in that certain Indenture of Lease dated the 15th day of July, A.D. 1903, issued by the Government of the Province of British Columbia, made between His Majesty the King and the North Pacific Lumber Company Limited, which said lease is now

47

vested in the vendor, together with all rights, easements, and appurtenances to the said premises belonging to have and to hold the same unto the purchaser, its successors and assigns, for all the residue of the term of years created by the said lease at and under the proportionate yearly rents reserved by and subject to the covenants and conditions on the part of the lessee to be observed and performed as contained in the said lease.

IN WITNESS WHEREOF the vendor hath hereunto executed these presents the day and year first above written.

SEALED with the common seal)
of Brooks Scanlon Lumber)
Company in the presence of:)

Brooks Scanlon Lumber Co.

By H. Davis
Asst Secretary

M. F. Leman,
V. R. Drake

ASSIGNMENT

DAVIS & CO.

Form No. 5. AFFIDAVIT FOR SECRETARY (OR OTHER OFFICER) OF A CORPORATION

The Clarke & Stuart Co., Ltd., Law Printers and Stationers
Vancouver, B. C.

For the Secretary (or other Officer) of a Corporation

48

I hereby Certify that, on the 13th day of July, 1921, at Minneapolis, in the State of Minnesota, ~~in the Province of British Columbia~~ - U.S.A.
- whose identity has been proved by the evidence on oath of G. W. Davis who is personally known to me, appeared before me and acknowledged to me that he is the Asst Secretary of Brooks Scanlon Lumber Company and that he is the person who subscribed his name to the annexed Instrument Asst Secretary of the said Brooks Scanlon Lumber Company and affixed the seal of the said Company to the said Instrument, that he was first duly authorised to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to carry on business in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and seal of Office,

at Minneapolis, Minn., U.S.A. ~~in the Province of British Columbia~~ this 13th day of July one thousand nine hundred and twenty one.

G. W. DAVIS

Notary Public, Hennepin County Minn.

A Notary Public in and for the Province of British Columbia.

A Commissioner for taking affidavits within British Columbia.

My commission expires July 26th, 1923.

Note: - When the person making the affidavit is personally known to the officer taking the same, strike out the words in brackets

all rights, easements,
and belonging to have and
its successors and
term of years created
proportionate yearly rents
nants and conditions on
ed and performed as con-

indor bath hereunto
year first above

Brooks Scanlon Lumber Co.

G. W. Davis
Asst Secretary

49

Dated June 1921.

BROOKS SCAMMON LUMBER COMPANY,

-to-

BURBARD SAW MILLS LIMITED.

ASSIGNMENT

DAVIS & CO.

510
February 11, 1922.

Messrs Davis & Co.,
626 Pender Street W.,
Vancouver, B.C.

Dear Sirs,

Please refer to file #4766-f

Referring to previous correspondence.

The assignment from Brooks Scanlon Lumber Company to Burrard Sawmills Ltd. has now been filed in respect of Lot 1278, Group one, New Westminster District, which was included in a Lumber Lease dated 25th January, 1903, granted to the North Pacific Lumber Company Ltd.

In filing this assignment the Department assumes no liability in respect of filing or otherwise.

Enclosed herewith is duplicate Consent to the assignment, together with duplicate assignment and receipt No. 65756 for \$5.00 transfer fee paid.

Yours truly, *P*

Accountant.

Reply to Forest Branch, attention of "Records."

Encls.

WB-MSM *7/11*
Heal

4764
298216

BURNS & WALKER
BARRISTERS AND SOLICITORS
NOTARIES PUBLIC

W. ERNEST BURNS
G. J. THOMSON

RICHARD KNOX WALKER
J. G. HUTCHESON

CABLE ADDRESS
BURNAY

CODES
WESTERN UNION
BOSTON M. NEAL

STANDARD BANK BUILDING
VANCOUVER, CANADA

January 10, 1923.

Department of Lands,
Forest Branch,
Victoria, B.C.

Dear Sirs:-

Your file 4766-F

Your letter of the 20th January, 1922 addressed to E. Thomas of this city and regarding Lots 1275 and 1277 has been handed us for attention.

We on behalf of s.22 trustee, hereby apply for a renewal of the timber lease covering the above lots for a period of 21 years from the expiry of the present lease.

Please advise us if application in this form is satisfactory to you or if not the mode in which such application should be made.

We understand from your letter that the proper application must be made on or before the 25th of this month, and we wish to take whatever steps are necessary in order that this may be done.

Yours truly,

H/N

Burns & Walker
Per M.

47667

BURNS & WALKER
BARRISTERS AND SOLICITORS
NOTARIES PUBLIC

WM. C. WEST BURNS
G. J. THOMSON

RICHARD KNOR WALKER
J. S. HUTCHESON

CABLE ADDRESS: BURNDAY
CODES: WESTERN UNION
RESPOND: M. NEILL

STANDARD BANK BUILDING
VANCOUVER, CANADA

January 22, 1923.

300808

52

Department of Lands,
Forest Branch,
Victoria, B.C.



Dear Sirs:-

Your file 4766-7

Our letter to you of January 10th re
Timber Lease covering Lots 1275 and 1277 has met
with no reply. As the time for making applica-
tion for a new lease expires on the 25th of this
month we assume that application made by that letter
is in order.

Yours truly,

H. H.

Burns & Walker

51/12/22 6256
715
- 2971
1001
- 2972

43
Jan. 31, 1923.

Messrs. Burns & Walkem,
Barristers, etc.,
Standard Bank Bldg.,
Vancouver, B. C.

Dear Sirs, Please refer to File 4766-F.

With reference to your letters of the 10th and 22nd inst. concerning Lease covering Lots 1275 and 1277, we would advise that your application for renewal under Sections 13 and 14 of the Forest Act of this Lease has been noted and renewal lease will be issued from date of expiry of the existing lease.

It will be necessary for the existing lease document to be surrendered before the date of expiry.

We would also draw your attention to the fact that rental and Forest Protection Tax amounting to \$69.71, due on the 25th inst., has not yet been received, also the amount of \$10.01, special levy to the Forest Protection Fund in respect of this lease. Please forward your cheque for \$79.72.

Yours truly,
P

Accountant.

NFP/JR

Reply to Forest Branch - attention of "Records".

Bodwell & Lawson
Brooks & Scanlan Ltd.

H. G. Lawson
H. V. L. Bodwell

54
TELEPHONE 384
P.O. BOX 98
NO. 2 GOVERNMENT

CABLE ADDRESS BODWELL
CODES WESTERN UNION
BODWELL

Victoria, B.C.

12th July 1923.

IN REPLYING PLEASE REFER TO OUR FILE NO. 840.

33071

The Chief Forester,
Forest Department,
Government Buildings,
City.

Dear Sir,

re Brooks Scanlan Lumber Company
Limited.

We enclose three applications for the renewal of three leases. Would you kindly send us a letter by the bearer acknowledging the receipt of each application and stating that the same have been noted and that the renewals will be issued on the expiration of the respective leases and on surrender of each lease and on payment of the next year's lease fees.

Yours truly,

BODWELL & LAWSON.

per. *[Signature]*

HGL/AA.
encl.



Bodwell & Lawson

Surveyors, Electricians &c.

*H. G. Lawson
H. L. Bodwell*

54
TELEPHONE 304
R.D. BOX 67x 98
NO 910 GOVERNMENT ST

CABLE ADDRESS BODWELL & LAWSON
CODES WESTERN UNION
VICTORIA BRANCH

Victoria, B.C.

12th July, 1923.

IN REPLYING PLEASE REFER TO OUR FILE NO 840.

33071

The Honourable the Minister of Lands,
Government Buildings,
Victoria, B.C.

Sir,

On behalf of Brooks Scanlan Lumber Company Limited, we have the honour to apply for the renewal of lease number 14 from His Majesty the King to North Pacific Lumber Company Limited of Lots 234 to 240 Group 1, Lillooet District.

We have the honour to be,

Sir,

Your obedient servants,

BODWELL & LAWSON,

per. *J. L. Bodwell*

HGL/AA.

Bodwell & Lawson
Government Solicitors &c.

H. B. Lawson
W. T. Bodwell

56
TELEPHONE 394
P.O. BOX 98
NEW BRITAIN GOVERNMENT

CABLE ADDRESS BODWELL
CODES WESTERN UNION
SEAFORD NEWELL

Victoria, B.C.

12th July 1923.

IN REPLYING PLEASE REFER TO OUR FILE NO. 840.

330211
The Honourable the Minister of Lands,
Government Buildings,
Victoria, B.C.

Sir,

On behalf of Brooks Scanlan Lumber Company Limited, we have the honour to apply for the renewal of lease number 13 from His Majesty the King to North Pacific Lumber Company Limited of Lots 928 to 945 Group 1 New Westminster District.

We have the honour to be,

Sir,

Your obedient servants,

BODWELL & LAWSON,

per. *H. B. Lawson*



HGL/AA.

Bodwell & Lawson

British Columbia

*W. G. Lawson
R. F. T. Bodwell*

4766F

TELEPHONE 304
H. O. B. 98
H. O. B. 98

CABLE ADDRESS: BODWELL & LAWSON
CODES: PERTINENT TO THE
RECORD NUMBER

Victoria, B.C.

12th July 1923.

IN REPLYING PLEASE REFER TO OUR FILE NO. 840.

33071

The Honourable the Minister of Lands,
Government Buildings,
Victoria, B.C.

Sir,

On behalf of Brooks Scanlan Lumber Company Limited, we have the honour to apply for the renewal of lease number 15 from His Majesty the King to North Pacific Lumber Company Limited at Lots 1274, 1275 inclusive and 1368 Group 1, New Westminster District, and Lot 241 Group 1, Lillooet District.

We have the honour to be,

Sir,

Your obedient servants,

BODWELL & LAWSON,

per. *26*

HGL/AA.

58
July 12, 1923.

33071
Your File No. 840.

Messrs. Bodwell & Lawson,
P. O. Box 98,
Victoria, B. C.

Dear Sirs,

Please refer to File 4766-P.

Your letter of the 12th inst. is received, being application for renewal of Timber Lease covering Lots 234 to 240, Lillooet.

This application has been noted upon our records, and new Lease will be issued as from date of expiry of the existing Lease. Please advise whether you would prefer a separate Lease for each lot or one Lease to cover all.

Yours truly,

P
Accountant.

BNP/JR

Reply to Forest Branch, attention of "Records".

1, 1923.

33071

519

July 12, 1923.

33071

Your File No. 840.

Messrs. Bodwell & Lawson,
P. O. Box 98,
Victoria, B. C.

Dear Sirs,

Please refer to File 4766-F.

Your letter of the 12th inst. is received, being application for renewal of Timber Lease covering Lots 928 to 945, New Westminster District.

This application has been noted upon our records, and new Lease will be issued as from date of expiry of the existing Lease. Please advise whether you would prefer a separate Lease for each lot, or one Lease to cover all.

Yours truly,

P

Accountant.

HFP/JR

Reply to Forest Branch, attention of "Records".

60
July 12, 1923.

Your File No. 840. 33071.1

Messrs. Bodwell & Lawson,
P. O. Box 98,
Victoria, B. C.

Dear Sirs,

Please refer to File 4766-F.

Your letter of the 12th inst. is received, being application for renewal of Timber Lease covering Lot 241, Lillooet, and Lots 1274, 1276, 1278 and 1368, New Westminster District.

This application has been noted upon our records, and new Lease will be issued as from date of expiry of the existing Lease. Please advise whether you would prefer a separate Lease for each lot, or one Lease to cover all.

Yours truly,


Accountant.

MFP/JR

Reply to Forest Branch, attention of "Records".

61
October 18, 1923.

Messrs Burrard Sawmills Ltd.,
Vancouver, B.C.

Dear Sirs,

Please refer to file #4766-f

Please note that the rental which fell due
on January 25th., 1923, on Timber Lease covering Lot No. 1278,
New Westminster District, has not been paid, and is as follows:-

| | |
|--|----------------|
| Rental on 160 acres @ 21.875¢ per acre | \$35.00 |
| Forest Protection @ 2¢ per acre | 4.00 |
| | <u>\$39.00</u> |

Interest is accruing on the rental at the
rate of 6% per annum, and the Department would be much obliged
if you would kindly send in your cheque to bring this Lease
into good standing.

Yours truly,

P
Accountant.

Reply to Forest Branch, attention of "Records."

ALS-MSM

FORM 11, 1926, 8-12.



348049
THE CANADIAN CREDIT MEN'S TRUST ASSOCIATION LIMITED
BRITISH COLUMBIA DIVISION
R. D. DINNING, MANAGER

1115-222 PACIFIC BUILDING

VANCOUVER, B. C.

October 22, 1926

Attention: J. "Records"

The Chief Forester,
Dept. of Lands,
Victoria, B.C.

Dear Sir:

Re. Burrard Saw Mills Ltd.

We are in receipt of your favor of the 18th, addressed to the above firm, and wish to advise that they made an assignment for the benefit of their creditors some two or three years ago, and the estate has all been closed out.

Yours truly,

THE CANADIAN CREDIT MEN'S TRUST ASS'N LTD.
Authorized Trustees.

Per

CH, M.L.

HEAD OFFICE:
WINNIPEG
CORPORATION OF THE PROVINCE
HENRY DETCHON
SEN. L. MANAGER

BRANCH OFFICES:

CALGARY
EDMONTON
REGINA
TORONTO
MONTREAL
ST. JOHN
HALIFAX

PRESIDENT:

G. A. ROBINSON
AMES HOLDEN MCCREARY LTD.

VICE-PRESIDENT:

F. CLOUGH
MARSHALL-WELLS & CO. LTD.

DIRECTORS:

J. F. CARPENTER
DUNLOP TIRE & RUBBER GOODS
CO. LTD.
J. F. COLLINS
SHUTT CANADIAN CO. LTD.
J. COWAN
VANCOUVER MILLING & GRAIN CO. LTD.
J. DUNSHUIR
MACKENZIE, WHITE & DUNSHUIR LTD.
F. J. E. HODGSON
KELLY, DOUGLAS & CO. LTD.
NEW WESTMINSTER
A. L. MCWILLIAMS
KELLY, DOUGLAS & CO. LTD.
E. MUNTON
THE W. H. BAKER CO. LTD.
J. V. ROBERTS
WILSON BOOK
VICTORIA
A. C. STEWART
THE BURNS & CO. LTD.
A. TWINING
SHACK, PALMER & CO. LTD.



Bodwell & Lawson
Barristers, Solicitors &c

H. G. Lawson
H. E. T. Macdonald

4766 r
Solis 185
TELEPHONE 384
P.O. BOX 98
111 B10 GOVERNMENT ST

63
Victoria, B.C.

353234

CABLE ADDRESS BODWELL & LAWSON
CODES: WESTERN UNION
RECORD MAIL

November 20th, 1923.

IN REPLYING PLEASE REFER TO OUR FILE NO. 840.

Chief Forester,
Forest Department,
Government Buildings,
City.

Attention of Mr. Pite.

Dear Sir,

re: Brooks Scenlen Company.

Referring to the conversation which we had
with Mr. Pite over the telephone a few days ago, the
application for the renewal of the lease should not have
applied to Lot 2175 registered in the name of Burrard
Saw Mills Limited, as our clients have no interest in
this lot.

Yours truly,

BODWELL & LAWSON

per.

HGL:MF
[Handwritten signature]
[Handwritten initials]

64
MEMO. TO THE DEPUTY MINISTER OF LANDS

The following Timber Licence has been
abandoned by the Licensee:-

Perpetual No. 4782
Intermediate No. 40808
Original No. 24849
Survey No. —
Surveyed Acreage —
Location L. 208 Hillman

Name & Address of
Registered Owner:

Bonho Tr. Co.

Standard Bank Bldg.,

Vancouver.

B.C.

Fees Paid To:

Feb 5/23

C. B. PETERSON,
OFFICE MANAGER.

65 4766 380394

BURNS & WALKER
BARRISTERS AND SOLICITORS
NOTARIES PUBLIC

WM. ERNEST BURNS
G. J. THOMSON

RICHARD KNOX WALKER
J. G. HUTCHESON

CABLE ADDRESS: BURNDAY
CODES: WESTERN UNION
BEDFORD H. HELL

STANDARD BANK BUILDING
VANCOUVER, CANADA

April 29th, 1924.

The Forest Branch,
Department of Lands,
Victoria, B.C.

Dear Sirs:

Your File 4766.F.

Re renewal of timber lease No. 15 covering
Lots 1275 and 1277, by our letter of January 10th we
applied to you for a renewal of this lease and in
your reply of January 21st you stated that our appli-
cation had been noted and that a renewal lease would
be issued from the date of the expiration of the
existing lease. You at the same time asked that we
surrender the old lease document, and required payment
of the fees. We understand from Mr. Edward Thomas,
the agent of the Lessee, that the fees have now been
paid, and we enclose the old lease in order that the
renewal lease may be issued. We would ask that
this be done as soon as convenient and the new lease
sent to us.

Yours truly,

Burns & Walker

H/W.

Enclosure.



46

CANCELLATION OF TIMBER LEASES.

NOTICE IS HEREBY GIVEN THAT in accordance with the provisions of the following Timber Leases and the powers conferred therein upon the Minister of Lands the said Leases will be cancelled upon the 31st day of May, 1924.

Sec. 29, Rupert District, James P. Cargill

Lot 963, New Westminster District, Brooks, Scanlon,
O'Brien Company, Ltd.

Lot 1276, New Westminster District, Burrard Sawmills,
Limited.

G. E. HADEN,

Deputy Minister of Lands.

Department of Lands,
Victoria, B. C., 1924.

61
May 15th, 1924.

Messrs. Burns & Walkem,
Standard Bank Bldg.,
Vancouver, B. C.

Dear Sirs:

Please refer to Files 18043-F
and 4766-F.

With reference to your letter of
the 29th ult., enclosed herewith are Leases
Nos. 145 and 146 in duplicate covering Lots
1275 and 1277, New Westminster District.

Kindly have these signed and sealed
by s.22 and witnessed, and return all
copies to this office, when they will be com-
pleted and one copy forwarded to you.

Yours truly,

Accountant.

NPP/JR
Encls.

Reply to Forest Branch, attention of "Records".

68
May 15th, 1924.

E. Thomas, Esq.,
215 Carter Cotton Bldg.,
Vancouver, B. C.

Dear Sir,

Please refer to Files 18043-F
and 4766-F.

On April 17th we received from you
cheque for \$419.26 to cover renewal of certain
timber licences and also rental on leases
covering Lots 1275 and 1277, New Westminster
District.

Receipt renewing the timber licences
has already been forwarded, and enclosed here-
with are Receipts Nos. 88032 and 88033 for \$21.81
and \$48.75 respectively.

New Leases Nos. 145 and 146 in dupli-
cate covering the above mentioned lots have been
sent to Messrs. Burns & Walkem for signature.

Yours truly,

Accountant.

NFP/JR
Enc.

Reply to Forest Branch, attention of "Records".

133

✓
69

4766 F
29.4.44

Mr. O'Meara

Please clear for renewal Lease

Lot 1368 New Westside Hills Acres

Hook (Scaulon) Lymber Co

P

✓

R.M.S.E.F. 516.

L. 1368 N.W.D. is covered by Timber Lease

Ans. 307.4 - 2 4

Mr

Mr
Co

R

L

131.

4766F
29-4-24

Mr. J. O. Morris
Cleared for renewal Lease

✓ 70

~~Revesting in the Lessee~~

Lot 1274 New West Dist. H. O. Acres

(Brooks Scanlon Lumber Co.)

JP

✓

R M. 5^c - F1, 2,

L. 1274 N.W.D. is covered by Timber Lease

Apr. 30 - 4 - 24

130

4766F

Mr. J. O. Harris

✓ 71

Please clear for renewal lease
Loc. 441 ls. Killdeer 110 acres

Brooks & Caulson Lumber Co.
Old Leachtown
✓

RM 63, C

24 - 4 - 24

L. 241611. is covered by timber lease

date 30 - 4 - 24

Mr. J. O.
Ple
Loc. 1
Bro

132.

4766F

2742

72

Mr. O'Honors

Please clear for renewal Lease

61
Loc 1476, New West Dist. 160 acres
(Brooks Scanlon Runners)

110.4
100.0
10.4

R.M. 3, C1

L. 1276 N.W.D. is covered by Timber Lease

P.G.E. Ry crosses this land

Ans. 30-4-24

FR 131 TL 3. 22.76
91

Mr. Pitts
155 ac
102

73
May 22nd, 1924.

Brooks Scanlon Lumber Co. Ltd.,
1222 Standard Bank Bldg.,
Vancouver, B. C.

Dear Sirs.

Please refer to File 4766-F.

On the 22nd January, 1924, we received from you \$1574.45 covering renewal of certain timber licences and also timber leases.

Receipts renewing the timber licences have already been forwarded, and enclosed herewith are Receipts Nos. 87987 to 87990 incl. for \$1015.21, \$37.30, \$107.25 and \$39.00 respectively, together with Cheque No. 75337 for \$1.70.

Four new leases covering the areas mentioned in the attached receipts have today been forwarded to Messrs. Bodwell & Lawson, Victoria, for signature by the Brooks Scanlon Lumber Co.

Yours truly,

Accountant.

HFP/JR
Encls.

Reply to Forest Branch - attention of "Records".

74
May 22nd, 1924.

Messrs. Bodwell & Lawson,
Barrieters, Etc.,
P. O. Box 98,
Victoria, B. C.

Dear Sirs,

Please refer to File 4766-F.

Your File #840.

With reference to your letter of the 12th July, 1923, enclosed herewith in duplicate please find Timber Leases Nos 130 to 133 covering Lots 241, Lillooet District, and 1274, 1276 and 1368, New Westminster District.

Kindly have these completed in the usual way and return all copies to this office, when they will be signed and one copy forwarded to you.

We do not appear to have received the lease document which is supplanted by the enclosed, and shall be obliged if you will forward this old lease when returning those herein.

Yours truly,


Accountant.

NPP/JR
Encls.

Reply to Forest Branch - attention of "Records".

76

4766 F

MEMO. TO THE DEPUTY MINISTER OF LANDS

The following Timber Licence has been
abandoned by the Licensee:-

~~Perpetual No.~~

~~Intermediate No.~~

~~Original No.~~

~~Survey No.~~

Surveyed Acreage 160

~~Location~~

Lease Lot 1278 N.W.D.

Name & Address of
Registered Owner:

Burrard Sawmills Ltd
Vancouver B.C.

Fees Paid To:

Jan 25/1923

Cancelled May 21/24 after advertisement in Geyl

C. B. PETERSON,
OFFICE MANAGER.

76
Dec. 6, 1927.

Files #42085, #11750/06.
" #4766, Lot 1277.

MEMO. FOR MR. GATHCART.

Referring to your memo of the 5th inst. I beg to say that the caveat registered against Lot 2110, New Westminster District, may now be removed.

Lease Lot 1277 was reduced to the extent of the overlap on Lot 2110 and a cheque for \$900.00 paid over to the lessees in full settlement for the timber thus taken from their lease hold, see Order-in-Council 2197, approved 22nd August, 1918.

W
M.
JW
Chief Forester.

ALL COMMUNICATIONS IN REFERENCE TO LAND MATTERS
SHOULD BE ADDRESSED TO
THE SUPERINTENDENT OF LANDS



DEPARTMENT OF LANDS
LANDS BRANCH

VICTORIA, B.C.

599816

December 5th, 1927.

Please refer to Files Nos. 42085, 11750-06 and 4766-F.
Attention "LANDS".

MEMORANDUM TO THE FOREST BRANCH.

Early in 1915 a re-survey of Lot 1277, New Westminster District, held under Timber Lease acquired in June 1892, disclosed considerable conflict with Lot 2110. New Westminster District, Crown granted to s.22 on the 7th of May, 1912. The Registrar at New Westminster refused to allow the Crown grant to leave his office, for the purpose of inserting a proviso reserving the timber on that portion of Lot 1277, without an order from the courts, with the result that a caveat was filed against said Lot 2110.

From this period on, the matter seems to have been taken over by the Forest Branch and negotiations with the owner for a lease covering Lot 1277 were instituted and continued until some time in 1919, when the case would seem to have been concluded by the payment of \$900.00 to the Brooks Scanlon Lumber Company and a reduction in the area of Lot 1277 to the extent of the conflict.

The history of the negotiations referred to, as taken from your File No. 4766-F, is somewhat sketchy and there is no definite receipt for the amount mentioned on file, consequently the above conclusions are largely conjecture. The caveat against Lot 2110 is still a matter of record in the Land Registry Office, and, as an application has now been received to take this Certificate of Title out of that office, it is desired to discontinue the caveat if there is no valid reason to the contrary.

As a matter of record, the concluding chapter in these negotiations should be placed on file and I shall be pleased to hear whether there is any claim at the present time against Lot 2110, and whether you are aware of any good reason for continuing the caveat.

G. B. Cathcart

NE/M

Superintendent of Lands.

78

File No. 4766
1-

Pursuant to provisions of the Public Documents
Disposal Act, correspondence prior to -1937-
has been reviewed and valueless documents have been disposed of.
(vide File 0157723)

Date 1948 [Signature]

Wm. A. Morrison,
Provincial Secretary,

DEPARTMENT OF
OFFICE, LEONE STREET,
New Westminster,
British Columbia.

April 23rd, 1892.



Victoria,
B.C.



Ans 2/5/92
Honourable and Dear Sir:-

I have received a letter from the executors of the late James MacLaren, Ottawa, enclosing timber lease number 3 from the Government of B.C. to him. I enclose a copy of the letter which will explain what they require.

They also send me descriptions of leases 1 and 2 which I see by a memo on the side expires on the 1st of April, and in which they wish to have the necessary changes made, that is, I presume, they want the estate to be mentioned as the lessees. *I send you here*

No 3 is duplicate

Yours respectfully,

J. A. Forin

Receipt ack'd 26/4/92
4 Encl.

Page 080 to/à Page 081

Withheld pursuant to/removed as

s.22

John H. Morrison.
Registrar, Lands &c.
John H. Morrison.

TELEPHONE 1741

OFFICES, LORNE STREET.

New Westminster,
British Columbia.

4
April 27th 1892.

Hon. F.G. Vernon,
Commissioner of Lands,
Victoria,
B.C.

Dear Sir:-

Re James MacLaren's Timber Lease

I have received a letter from the Deputy Provincial Secretary that the copy of the timber lease which had been issued to the late James MacLaren of Ottawa has been transmitted to your Department. The lease should be re-issued to the Trustees of the estate of the late James MacLaren.

If it is necessary that the names of the Trustees should be mentioned in the new lease and in the changes required in leases numbers 1 and 2, they are s.22

But I do not think it will be necessary to insert the names of any of these persons, and in the future it will be better to do business with the Trustees, "any one of whom has power of attorney for the others. The business is to be transacted by s.22

We send you copy of the power of attorney herewith.

Yours truly,

J.H. Morrison

Encl.

Page 083 to/à Page 084

Withheld pursuant to/removed as

s.22

MOF 1300033 1561

FOREST SERVICE TIMBER LEASE RECORD

[illegible]

TIMBER LEASE NO. 125

| YEAR | FILE No. | NUMBER OF ACRES | RATE PER ACRE | RENTAL | FOREST PROTECTION FUND | PENALTY | TOTAL | RECEIPT No. | CK. |
|---|----------|-----------------|---------------|---------|------------------------|----------------------------|---------|-------------|-----|
| 1972 | 12886 L | 1264.24 | 50¢/12¢ | 632 12 | 151 70 | | 783 82 | 419311J | |
| 1973 | 2149 | ✓ | ✓ | 632 12 | 151 10 | | 783 82 | 796242D | |
| 1974 | 6485 | ✓ | ✓ | 632 12 | 151 70 | | 783 82 | 285620E | |
| 1975 | 9668 | 1264.24 | 50¢/12¢ | 632 12 | 151 70 | | 783 82 | 691488E | |
| 1976 | 12812 | ✓ | 50/12 | 632 12 | 151 70 | | 783 82 | 982188E | |
| 1977 | 16106 | 1,264.24 | ✓ | 632 12 | 151 70 | a. 1/2 269.85 c.n. 9850 | 783 82 | 268195F | |
| 1978 | 19450 | 829 | ✓ | 414 50 | 99 48 | | 513 98 | 950740F | |
| 1979 | 22355 | 336 ha | \$1.25/ha | 420 00 | - | | 420 00 | 460058G | |
| 1980 | TH00845 | 336 ha. | \$1.25/ha | 420 00 | - | | 420 00 | 0000010 | |
| 1981 | TH03139 | ✓ | ✓ | 420 00 | | | 420 00 | 25080 | |
| 1982 | | 117 HA | ✓ | 1116 25 | | | 1116 25 | | |
| Credit of \$354.41 applied to 76359 & 76716 | | | | | | | | | |
| MOF 13000331562 | | | | | | | | | |
| 1983 | | | | | | | | | |
| 1984 | | | | | | | | | |
| 1985 | | | | | | | | | |
| 1986 | | | | | | | | | |
| 1987 | | | | | | | | | |
| 1988 | | | | | | | | | |
| 1989 | | | | | | | | | |
| 1990 | | | | | | | | | |
| 1991 | | | | | | | | | |
| 1992 | | | | | | | | | |

REMARKS:-

Reissued 1/4/66 (21) 1264.24 acres

| | | | |
|---------------------------|-------------------------|---------------------|---|
| Forest Dist. VANCOUVER | Land Dist. Lillooet | Surveyed as: | Address: 15th Floor, 505 Burrard St., Vanc. B.C. |
| LEASE NO. 125 | RENEWAL DATE April 1 | YEAR ISSUED 1966 | Name: Canadian Forest Products Ltd. |

MOF 1300033 1563

FOREST SERVICE TIMBER LEASE RECORD

[illegible]

TIMBER LEASE No. 125

| YEAR | FILE No. | NUMBER OF ACRES | RATE PER ACRE | RENTAL | FOREST PROTECTION FUND | PENALTY | RECEIPT No. | CK. |
|-------------------|----------|-----------------|---------------|--------|------------------------|-----------|------------------|-----|
| 1951 | 6493F | 1335 | 21845 | 292 03 | 80 10 | | 162F | |
| 1952 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 202F | |
| 1953 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 253F | |
| 1954 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 290F | |
| 1955 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 3367. | |
| 1956 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 3797 | |
| 1957 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | No. 239, | |
| 1958 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 1255 | |
| 1959 | ✓ | 1334.27 | ✓ | 292 03 | 80 10 | | 2111. | |
| 1960 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 3021 | |
| 1961 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 790520 | |
| 4951 1330003 1564 | | | | | | | | |
| 1962 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 20336F | |
| 1963 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | 30225H | |
| 1964 | ✓ | ✓ | ✓ | 292 03 | 80 10 | | Mar 5 57707J | |
| 1965 | ✓ | ✓ | ✓ | 292 03 | 80 10 | I.V. 7017 | Apr 30/65 43809P | |
| 1966 | ✓ | 1263.97 | ✓ | 131 50 | 75 84 | | ✓ 10837Q | |
| 1967 | ✓ | ✓ | ✓ | 631 99 | 75 84 | | ✓ 29 90193T | |
| 1968 | 1812-L | 1264.24 | 504 | 632 12 | 151 70 | | ✓ 783 82 | |
| 1969 | 4749-L | ✓ | ✓ | 632 12 | 151 70 | | 783 82 | |
| 1970 | 7487L | ✓ | ✓ | 632 12 | 151 70 | | 783 82 | |
| 1971 | 10202L | ✓ | ✓ | 632 12 | 151 70 | | 783 82 | |

REMARKS: 25/9/58 .73 acres deleted from lease. (See Quit Claim deed on File: 0208467.) for B.C. Electric R/W. Bridge River-Rosedale Transmission Line

70.3 acres eliminated as per Quit Claim dated 12 July/54
 MARKS. A45. Y99. Reissued 1/4/66 (21) 1264.24 acres

| | | | | | | | | | | | | | | | |
|------------------|---------------------------|------------------------|--------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| ACRES 1335 | FOREST DIST. Vancouver | LAND DIST. Lillooet | SURVEYED AS:- Lot 236 | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
| LEASE NO. 125 | RENEWAL DATE April 1st | YEAR ISSUED 1945 | YEAR EXPIRES 1966 | | | | | | | | | | | | |

| Year | Account or Receipt No. | Rental | F.P. Tax | Penalty | Total | Amount Paid | Balance |
|--------------|------------------------|--------|----------|---------|--------|-------------|---------|
| 1989 1967 | TH09609 209564 | 146.25 | | | 146.25 | 146.25 | 0 |
| 1990 1968 | TH10376 265465 | 146.25 | | | 146.25 | 146.25 | 0 |
| 1991 1969 | TH1106 274238 | 146.25 | | | 146.25 | 146.25 | 0 |
| 1970 | TH11757 | 146.25 | | | 146.25 | | |
| 93 1971 | TH12466 | 146.25 | | | 146.25 | | |
| 94 1972 | TH13205 | 146.25 | | | 146.25 | | |
| 95 1973 | TH13859 | 146.25 | | | 146.25 | | |

| | | | | | | | |
|------------|---------|--------|--|--|--------|--|--|
| 96 1974 | TH14505 | 146.25 | | | 146.25 | | |
| 97 1975 | TH15152 | 146.25 | | | 146.25 | | |
| 98 1976 | TH15769 | 146.25 | | | 146.25 | | |
| 99 1977 | AD13351 | 146.25 | | | 146.25 | | |
| 1978 | | | | | | | |
| 1979 | | | | | | | |

| | | | | | |
|---|------------------------|-----------------------------|-------------------------------------|---------------|-------|
| Forest District | Location | | ACTEX HA | Renewal Date | Years |
| VANCOUVER | Lillooet Land District | Outside T.F.L. | 117 | May 28, 1981. | 17 |
| Remarks: | | | | | |
| Address: P.O. Box 49420, Bentall Postal Station, Vancouver, B.C. V7X 1B5 | | | Jan. | Feb. | March |
| | | | April | May | June |
| | | | July | Aug. | Sept. |
| | | | Oct. | Nov. | Dec. |
| Perpetual No. T0359 | Intermediate No. | Original No. T/Lease 125 | Name: CANADIAN FOREST PRODUCTS LTD. | | |

5

Note: abv 21/2006

There are
still information
Documents in
Box in Litigation
Room for TK 125

T0359 1891
1977
1985

and Lots more.

MT. Currie info too.
352-20/MT. Currie.

Page 092 to/à Page 093

Withheld pursuant to/removed as

NR

QRMS Desktop

System View Edit Close/Cull Reports Options Window Help Files Volumes

Files/Volumes

Structure

RESOURCE TENURES & ENGINEERING BRANCH

File Schedule Primary Sec Tertiary

881261 19580 25 T0359

Tertiary title SQUAMISH DM - X-REFERENCE 6493F

Secondary title LEGAL DOCUMENTS

Primary title TIMBER TENURES - TIMBER LICENCES

Bar code # F61861

Retentions

Active SO+2Y

Semi-Active 10Y

Final FR

PIB

PUR

VR

Status

Open Date 1981/05/20

Close Date / /

Tagged

Use file date

Volumes

| Num | Open Date | Close Date | Offsite/De | Box | Location | Supps | Disposition | Tagged |
|-----|------------|------------|------------|-----|----------|-------|-------------|--------|
| 1 | 1981/05/20 | | | | | 0 | Open | |

Charge Out...

RESOURCE TENURES & ENGINEERING BRANCH 1

YYYY/MM/DD

s.22

Drew. Looking for T0359.

Changed out to Robin Corner 2000/09/14.

s.22

Sent E-mail to

Transfer to/Waitlist for»

Out

Transfer

In

Waitlist

Clear

Date Out

Date Due

Call forward date

Location»

Notes

2002/05/17

11

11

Date In

2002/05/17

Item Current | Waitlist | History |

Charged out to CORNER

Robin Corner

A/FOI Coordinator

Phone 7-8678



Edit

Date out: 2000/09/14



Help

Charged out to CORNER [Robin Corner]

Item: Volume

MICROFILM STATISTICS FOR
DEPARTMENT OF LANDS AND FORESTS
FOREST SERVICE

"F" FILES (TIMBER LICENCE)

Filmed on RE 1 Microfilm unit at 24 to 1
Size of Documents: 8" x 11", 8 $\frac{1}{2}$ " x 14"
Time of Filming: May 10, 11, 12 and May 20 to May 31, 1954
10 days
No. of Exposures: 43,913
Feet of Film: 1,400
No. of 200 ft. cartons of film: 7
Cost of Film: \$53.20
Staff Required: 2 microfilm operators
3 prep. workers

DEPARTMENT OF LANDS AND FORESTS
FOREST SERVICE

| Roll No. | File Numbers | Frames |
|----------|------------------------------------|--------|
| 1 | 1F-3383 | 3661 |
| 2 | 3384-6752 | 2514 ← |
| 3 | 6753-10180 | 3531 |
| 4 | 10181-11995 | 2611 |
| 5 | 11996-14332 | 3758 |
| 6 | 14333-15547 | 3685 |
| 7 | 15548-16479 | 2593 |
| 8 | 16480-17125 (Part 2) | 3503 |
| 9 | 17125 (Part 3) - 18176 | 2690 |
| 10 | 18177-19642 | 3584 |
| 11 | 19643-22164 | 3044 |
| 12 | 22165-29816 (Part 1) | 3792 |
| 13 | 29816 (Part 2) - 34627 (Part 1) | 3093 |
| 14 | 34627 (Part 2) - 54280 | 1854 |

Page 098

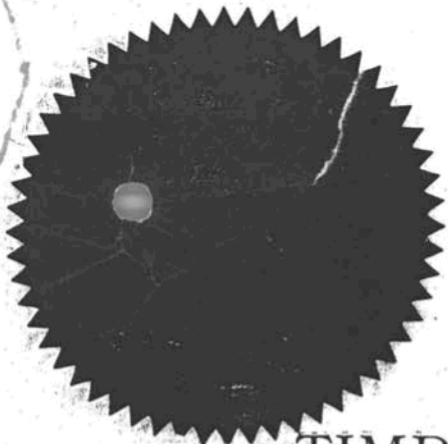
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NR

Page 099 to/à Page 110

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s.14



2

068

COPY

W. H. Nelson

Lieutenant-Governor.

TIMBER LEASE.

H. S. Gore

Surveyor-General.

J. G. Vernon

Chief Commissioner of Lands and Works.

This Indenture made the First

day of April A.D. 1891, BETWEEN Her Majesty the Queen (who, with, her heirs and successors, is hereinafter called "the said lessor") of the one part, AND

James MacLaren

and who, together with his executors, administrators, and assigns, is hereinafter called "the said lessee," of the other part. WITNESSETH that in consideration of the payments and stipulations to be made and observed by and on the part of the said lessee, the said lessor, so far as the Crown hath power to grant the same, but not further or otherwise, doth hereby lease, save as hereinafter expressed, unto the said lessee, full power to enter upon ALL that land or ground in the District of

Lillooet, B.C. and more particularly described on the tracing herunto annexed and coloured red, and known as

Lot 234 Group I = 794 acres

| | |
|-------|----------|
| " 235 | " 300 " |
| " 236 | " 1640 " |
| " 237 | " 200 " |
| " 238 | " 280 " |
| " 239 | " 360 " |
| " 240 | " 122 " |

Total 3696 acres

Total 3696 -

2nd May 1892 to Jno. D. Jones

statute acres, be the same more or less, which premises are on the tracing hereunto annexed more particularly though not separately designated, and therein coloured red; and therefrom and from any part of the said premises at pleasure to cut down any trees whatever, and the same to carry away and freely to manufacture into, sell, and dispose of as spars, timber, or lumber, or otherwise for *his* own sole use and behoof, WITH full power to erect all mills, engines, buildings, and machinery necessary in *his* opinion for carrying on any part of the spar, timber, and lumber business, but for no other purpose whatsoever; AND also the right, upon the sanction of the Chief Commissioner of Lands and Works and the Commissioner of the District of *the* for the time being, in writing thereto first had, to appropriate any or a sufficient part of any streams, lakes, or waters within the said tract of land for all or any of the above purposes, but so nevertheless that such use shall not be to the prejudice of any public or existing private rights; AND generally such rights and privileges which may be necessary and advisable for more conveniently carrying on the said spar, timber, and lumber business, EXCEPT and always reserved thereout all Indian grounds, plots, gardens, Crown and other Reserves, AND also except thereout the rights of pre-emption, settlement, pasturage, and agricultural pursuits in and over any part of the said limits; EXCEPT also thereout so much of the said land as the Chief Commissioner of Lands and Works aforesaid, from time to time may deem necessary for any roads, streets, bridges, aqueducts, Military, Naval, Municipal or public purposes; EXCEPT and also reserved thereout all existing private and public rights, also the right of proprietors of mines to cut timber for mining purposes; EXCEPT and also reserved thereout to the said lessor full control over the water frontage of the said premises; EXCEPT and also reserved thereout to Her Majesty, Her heirs, successors, and assigns, the right freely to enter, cut, and take away any timber or trees, gravel, sand, stone or other material required for the construction of any bridge, road, or public work, as the Chief Commissioner of Lands and Works may from time to time think fit; EXCEPT and also reserved thereout to Her said Majesty, Her heirs, successors and assigns, all mines and minerals within, upon, or under the said limits, and power, for her and them respectively, freely to work, carry away and dispose of the same; PROVIDED that the same lessor, by the Chief Commissioner of Lands and Works, his servant or agent, shall be at liberty at any time during these presents to enter upon the premises hereinbefore described, and survey the same and sell and grant all or any part of the said premises, in such manner as the said lessor shall think fit, subject, nevertheless, to the rights and privileges conferred upon the said lessee, by these presents for the term hereby demised; and reserving to the said lessor the right to collect the rents and royalty hereby reserved, and the benefit of all the covenants herein contained; TO HOLD the said premises hereby leased unto and to the use of the said lessee, for the term of *Thirty* years from the date hereof, for the purposes aforesaid, RENDERING therefor yearly to Her Majesty, Her heirs and successors, in every year during the said term the annual rent of *Three hundred and sixty nine and 10/100* dollars, the first of such payments to be made on the execution of these presents, and the succeeding annual payments on the *First* day of *April*, in each year respectively during the said term, at the Land Office, Victoria, without any deduction or abatement whatever, and also rendering to Her Majesty, Her heirs and successors, a royalty of fifty cents per thousand feet board measure upon and in respect of all timber suitable for spars, piles, saw logs or railroad ties cut on the premises hereby demised; AND the said part of the second part hereby, for *himself, his* executors, administrators, and assigns, covenant with the said lessor in manner following, that is to say: THAT the said lessee will pay the royalty and the rent hereinbefore reserved, at the times and in the manner hereinbefore appointed, and will not assign any part of the premises, rights, powers or privileges hereby granted, without the permission in writing of the said Chief Commissioner of Lands and Works first had and obtained; AND will at all times pay all rates, taxes, and assessments whatsoever (if any) which may be made, assessed, or levied for or in respect of any of the premises; AND shall erect, and during the said term maintain and keep in regular and continuous working and repair (save when prevented by inevitable accidents) a lumber mill capable of cutting not less than thousand feet of lumber per day of 12 hours, in such part of the Province of British Columbia as the Chief Commissioner of Lands and Works may approve of in writing; AND shall keep correct books of accounts of all logs brought to Mill, stating from whom such logs were acquired, where cut, the date received, and the scale measurement thereof, and shall make monthly returns to the Chief Commissioner of Lands and Works shewing the measurement of such logs, and such other particulars as the Lieutenant-Governor in Council may require; AND shall also make reasonable use within reasonable periods of the whole of the premises hereby granted, and apply the same to the purposes hereinbefore mentioned, and perform this covenant to the satisfaction of the said Chief Commissioner of Lands and Works for the time being.

(2)

Heugakhan
Lieutenant Governor

TIMBER LEASE.

H. J. Gore

Surveyor-General.

F. G. Vernon

Chief Commissioner of Lands and Works.

This Indenture made the *first*

day of *April* A.D. 1891, BETWEEN Her Majesty the Queen (who, with her heirs and successors, is hereinafter called "the said lessor") of the one part, AND

James MacLaren

and who, together with *his* executors, administrators, and assigns, is hereinafter called "the said lessee," of the other part. WITNESSETH that in consideration of the payments and stipulations to be made and observed by and on the part of the said lessee, the said lessor, so far as the Crown hath power to grant the same, but not further or otherwise, doth hereby lease, save as hereinafter expressed, unto the said lessee, full power to enter upon ALL that land or ground in the District of

Lillooet B.C. and more particularly described on the tracing herunto annexed and coloured red and known as

| | |
|-------------------------|------------------|
| <i>Sub 234</i> | <i>794 acres</i> |
| <i>235</i> | <i>300 "</i> |
| <i>236</i> | <i>1610 "</i> |
| <i>237</i> | <i>200 "</i> |
| <i>238</i> | <i>280 "</i> |
| <i>239</i> | <i>360 "</i> |
| <i>240</i> | <i>122 "</i> |
| <i>Total 3696 acres</i> | |

Total 3696

statute acres, be the same more or less, all which premises are on the tracing herunto annexed more particularly though approximately designated, and therein coloured red; and therefrom and from any part of the said premises at pleasure to cut down any trees whatever, and the same to carry away and freely to manufacture into, sell, and dispose of as spars, timber, or lumber, or otherwise for his own sole use and behoof, WITH full power to erect all mills, engines, buildings, and machinery necessary in his opinion for carrying on any part of the spar, timber, and lumber business, but for no other purpose whatsoever; AND also the right, upon the sanction of the Chief Commissioner of Lands and Works and the Commissioner of the District of for the time being, in writing thereto first had, to appropriate any or a sufficient part of any streams, lakes, or waters within the said tract of land for all or any of the above purposes, but so nevertheless that such use shall not be to the prejudice of any public or existing private rights; AND generally such rights and privileges which may be necessary and advisable for more conveniently carrying on the said spar, timber, and lumber business, EXCEPT and always reserved thereout all Indian grounds, plots, gardens, Crown and other Reserves, AND also except thereout the rights of pre-emption, settlement, pasturage, and agricultural pursuits in and over any part of the said limits; EXCEPT also thereout so much of the said land as the Chief Commissioner of Lands and Works aforesaid, from time to time may deem necessary for any roads, streets, bridges, aqueducts, Military, Naval, Municipal or public purposes; EXCEPT and also reserved thereout all existing private and public rights, also the right of proprietors of mines to cut timber for mining purposes; EXCEPT and also reserved thereout to the said lessor full control over the water frontage of the said premises; EXCEPT and also reserved thereout to Her Majesty, Her heirs, successors, and assigns, the right freely to enter, cut, and take away any timber or trees, gravel, sand, stone or other material required for the construction of any bridge, road, or public work, as the Chief Commissioner of Lands and Works may from time to time think fit; EXCEPT and also reserved thereout to Her said Majesty, Her heirs, successors and assigns, all mines and minerals within, upon, or under the said limits, and power, for her and them respectively, freely to work, carry away and dispose of the same; PROVIDED that the same lessor, by the Chief Commissioner of Lands and Works, his servant or agent, shall be at liberty at any time during these presents to enter upon the premises hereinbefore described, and survey the same and sell and grant all or any part of the said premises, in such manner as the said lessor shall think fit, subject, nevertheless, to the rights and privileges conferred upon the said lessee by these presents for the term hereby demised; and reserving to the said lessor the right to collect the rents and royalty hereby reserved, and the benefit of all the covenants herein contained; TO HOLD the said premises hereby leased unto and to the use of the said lessee, for the term of Thirty years from the date hereof, for the purposes aforesaid, RENDERING therefor yearly to Her Majesty, Her heirs and successors, in every year during the said term the annual rent of Three hundred and sixty nine and 80/100 dollars, the first of such payments to be made on the execution of these presents, and the succeeding annual payments on the First day of April in each year respectively during the said term, at the Land Office, Victoria, without any deduction or abatement whatever, and also rendering to Her Majesty, Her heirs and successors, a royalty of fifty cents per thousand feet board measure upon and in respect of all timber suitable for spars, piles, saw logs or railroad ties cut on the premises hereby demised; AND the said part of the second part hereby, for himself, his executors, administrators, and assigns, covenant with the said lessor in manner following, that is to say: THAT the said lessee will pay the royalty and the rent hereinbefore reserved, at the times and in the manner hereinbefore appointed, and will not assign any part of the premises, rights, powers or graces hereby granted, without the permission in writing of the said Chief Commissioner of Lands and Works first had and obtained; AND will at all times pay all taxes, rates, and assessments whatsoever (if any) which may be made, assessed, or levied for or in respect of any of the premises; AND shall erect, and during the said term maintain and keep in regular and continuous working and repair (save when prevented by inevitable accidents) lumber mill capable of cutting not less than thousand feet of lumber per day of 12 hours, in such part of the Province of British Columbia as the Chief Commissioner of Lands and Works may approve of in writing; AND shall keep correct books of accounts of all logs brought to Mill, stating from whom such logs were acquired, where cut, the date received, and the scale measurement thereof, and shall make monthly returns to the Chief Commissioner of Lands and Works shewing the measurement of such logs, and such other particulars as the Lieutenant-Governor in Council may require; AND shall also make reasonable use within reasonable periods of the whole of the premises hereby granted, and apply the same to the purposes hereinbefore mentioned, and perform this covenant to the satisfaction of the said Chief Commissioner of Lands and Works for the time being.

PROVIDED, and it is hereby agreed, that if any rent, royalties, or moneys falling due hereunder shall be in default or unpaid for the space of one calendar month after the same shall have respectively become due, then, and upon every such default, whether any previous one shall have been previously condoned or not, it shall be lawful for the said lessor, by the Chief Commissioner of Lands and Works, his agent or servant, into and upon the said premises to enter, and therefrom to distrain, seize, take, and sell any goods and chattels there found, and out of the proceeds of all such sale or sales to repay herself and themselves such rents or moneys so due, AND all costs and expenses attendant on such distress and sale, and so nevertheless that no exercise of this power shall be construed to prejudice or affect any other powers, remedies or forfeiture accruing to the said lessor for the time being under these presents. PROVIDED, always, and these presents are upon this express condition, that if the said lessee shall fail to fulfil, keep and observe all and singular the payments, covenants and stipulations herein-~~contained, and on~~ part to be paid, observed and performed, or any of them, or any part thereof respectively, it shall be lawful for Her Majesty, or heirs, successors or assigns, by the said Chief Commissioner of Lands and Works, his agent or servant, upon three calendar months' notice to that effect from the Chief Commissioner of Lands and Works, or under the hand of any person duly authorized by him in that behalf, and delivered at

the house or office of the said lessee, or published in four consecutive numbers of the BRITISH COLUMBIA GAZETTE, absolutely to forfeit all the rights and privileges of entering, cutting spars, timber, or lumber, or otherwise, hereby conveyed, or so much thereof as shall be specified in that behalf in any such notice, and thereupon these presents and all the rights and privileges therein contained shall, so far as in accordance with such notice, cease, determine, and be of none effect, any rule of law or equity to the contrary notwithstanding, without any actual re-entry on the part of the said lessor, or inquisition, or office found, or other proceeding, whatever. PROVIDED further, that the interest, rights, and privileges of the lessee in the said hereditaments, tenements, and premises, shall be construed as subject always to all the provisions of the "Land Act, 1884," and amendments thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written.

WITNESS, His Honour Hugh Nelson
the Lieutenant-Governor of British Columbia, acting on
behalf of Her Majesty, and the great seal of the Province
of British Columbia, hereunto affixed.

Signed, sealed, and delivered by
he within named James McLaren
in the
presence of Edithson

Signed, sealed, and delivered by
he within named
in the
presence of

Signed, sealed, and delivered by
he within named
in the
presence of

By Command.

A. Campbell Reddie
Deputy Provincial Secretary.

James MacLaren

The provisions of this lease devolve on
the Executors of the late James MacLaren
see W.F. Gore's letter dated Victoria B.C.
2nd May 1892 to Jno A. Ford

PROVIDED, and it is hereby agreed, that if any rent, royalties, or moneys falling due hereunder shall be in default or unpaid for the space of one calendar month after the same shall have respectively become due, then, and upon every such default, whether any previous one shall have been previously condoned or not, it shall be lawful for the said lessor, by the Chief Commissioner of Lands and Works, his agent or servant, into and upon the said premises to enter, and therefrom to distrain, seize, take, and sell any goods and chattels there found, and out of the proceeds of all such sale or sales to repay herself and themselves such rents or moneys so due, AND all costs and expenses attendant on such distress and sale, and so nevertheless that no exercise of this power shall be construed to prejudice or affect any other powers, remedies or forfeiture accruing to the said lessor for the time being under these presents. PROVIDED, always, and these presents are upon this express condition, that if the said lessee shall fail to fulfil, keep and observe all and singular the payments, covenants and stipulations herein contained, and or ~~any~~ part to be paid, observed and performed or any of them, or any part thereof respectively, it shall be lawful for the said lessor, his successors or assigns, by the said Chief Commissioner of Lands and Works, his agent or servant, upon three calendar months' notice to that effect from the Chief Commissioner of Lands and Works, or under the hand of any person duly authorized by him in that behalf, and delivered at

the house or office of the said lessee, or published in four consecutive numbers of the BRITISH COLUMBIA GAZETTE, absolutely to forfeit all the rights and privileges of entering, cutting, spaw, lumber, or otherwise, hereby conveyed, or so much thereof as shall be specified in that behalf in any such notice, and thereupon these presents and all the rights and privileges therein contained shall, so far as in accordance with such notice, cease, determine, and be of none effect, any rule of law or equity to the contrary notwithstanding, without any actual re-entry on the part of the said lessor, or inquisition, or office found, or other proceeding whatever. PROVIDED further, that the interest, rights, and privileges of the lessee in the said hereditaments, tenements, and premises, shall be construed as subject always to all the provisions of the "Land Act, 1884," and amendments thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written.

WITNESS, His Honour

Hugh Nelson
the Lieutenant-Governor of British Columbia, acting on behalf of Her Majesty, and the great seal of the Province of British Columbia, hereunto affixed.

Signed, sealed, and delivered by
the within named *James MacLaren*
in the
presence of *Edgartham*

Signed, sealed, and delivered by
the within named
in the
presence of

Signed, sealed, and delivered by
the within named
in the
presence of

By Command.

A. Campbell Reddie
Deputy Provincial Secretary.

The provisions of this lease devolve on the Executors of the late James MacLaren see W.F. Gore's letter dated Victoria B.C. 2nd May 1892 to Jno A. Gore

Old L.A. District Survey Map

11216/4
X
068

TIMBER LEASE.

Dated *1st Decr* 189*1*

HER MAJESTY THE QUEEN.

TO

James H. McLean

Twenty Years

Rent *10000*

Expires *1st Decr 1911*

11216/4

PROVIDED, and it is hereby agreed, that if any rent, royalties, or moneys falling due hereunder shall be in default or unpaid, the space of one calendar month after the same shall have respectively become due, and upon every such default, whether any previous one shall have been previously condoned or not, it shall be lawful for the said lessor, by the Chief Commissioner of Lands and Works, his agent or servant, into and upon the said premises to enter, and therefrom to distrain, seize, take, and sell any goods and chattels there found, and out of the proceeds of all such sale or sales to repay herself and themselves such rents or moneys so due, AND all costs and expenses attendant on such distress and sale, and so nevertheless that no exercise of this power shall be construed to prejudice or affect any other powers, remedies or forfeiture accruing to the said lessor for the time being under these presents. PROVIDED, always, and these presents are upon this express condition, that if the said lessee shall fail to fulfil, keep and observe all and singular the payments, covenants and stipulations herein-before contained, and on ~~his~~ part to be paid, observed and performed, or any of them, any part thereof respectively, it shall be lawful for Her Majesty, Her heirs successors or assigns, by the said Chief Commissioner of Lands and Works, his agent or servant, upon three calendar months' notice to that effect from the Chief Commissioner of Lands and Works, or under the hand of any person duly authorized by him in that behalf, and delivered at

the house or office of the said lessee, or published in four consecutive numbers of the BRITISH COLUMBIA GAZETTE, absolutely to forfeit all the rights and privileges of entering, cutting spars, timber, or lumber, or otherwise, hereby conveyed, or so much thereof as shall be specified in that behalf in any such notice, and thereupon these presents and all the rights and privileges therein contained shall, so far as in accordance with such notice, cease, determine, and be of none effect, any rule of law or equity to the contrary notwithstanding, without any actual re-entry on the part of the said lessor, or inquisition, or office found, or other proceeding, whatever. PROVIDED further, that the interest, rights, and privileges of the lessee in the said hereditaments, tenements, and premises, shall be construed as subject always to all the provisions of the "Land Act, 1884," and amendments thereof.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, the day and year first above written.

WITNESS His Honour

Hugh Nelson
the Lieutenant-Governor of British Columbia, acting on behalf of Her Majesty, and the great seal of the Province of British Columbia, hereunto affixed.

Signed, sealed, and delivered by
the within named *James MacLaren* in the
presence of *E. S. Leitham*

Signed, sealed, and delivered by
the within named _____ in the
presence of _____

Signed, sealed, and delivered by
the within named _____ in the
presence of _____

By Command

A. Campbell Reddie
Deputy Provincial Secretary.

The provisions of this lease
devolves upon the executor
of the late Harry McKean

D A per 1725
068

TIMBER LEASE.

Dated 1st April 1891.

HER MAJESTY THE QUEEN
Assigned to the North Pacific Lumber Co. Ltd.
per L.O. 1036.

to

Gunnthorsten

Thirty Years

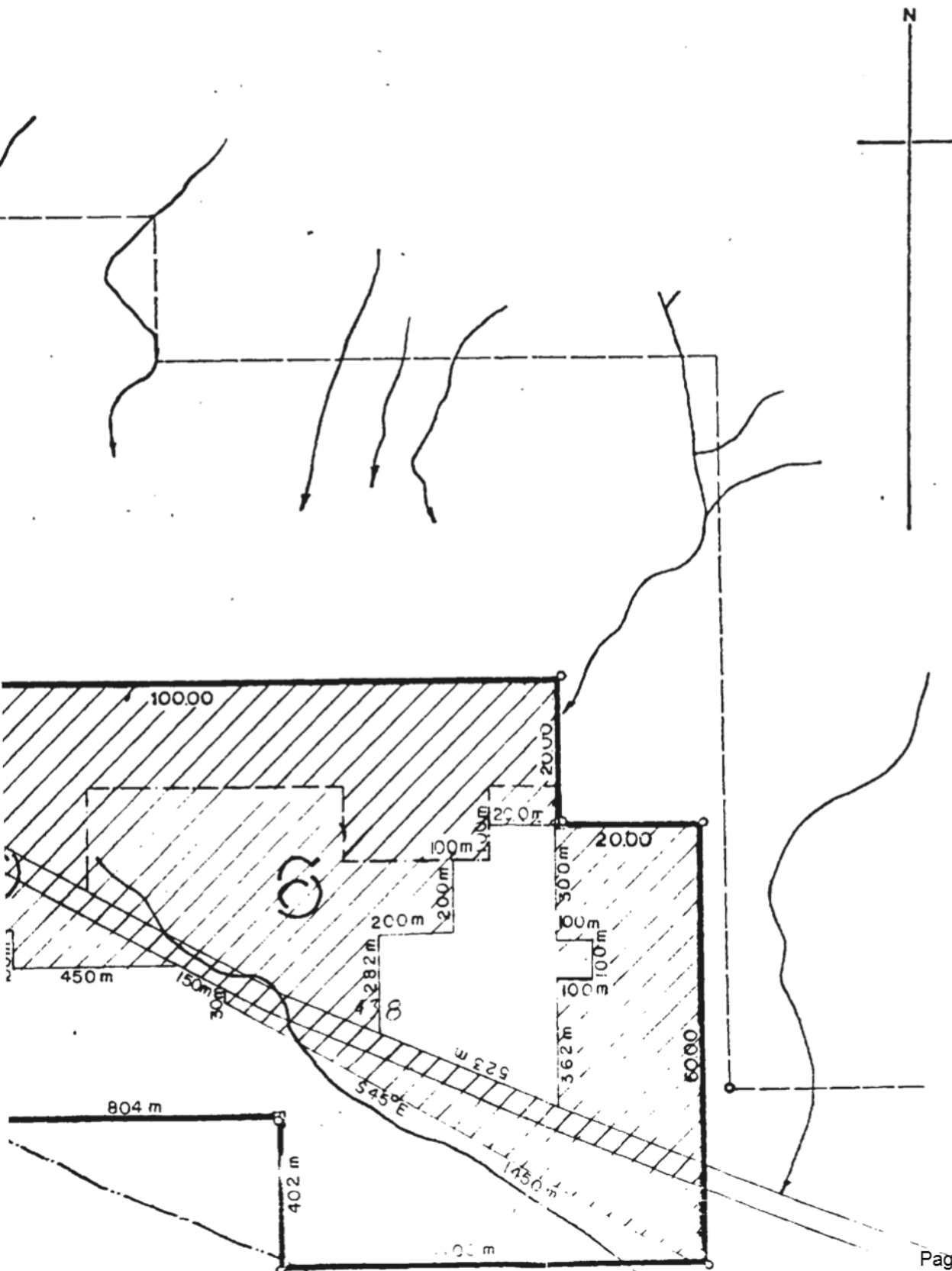
Rent \$1.25 per acre

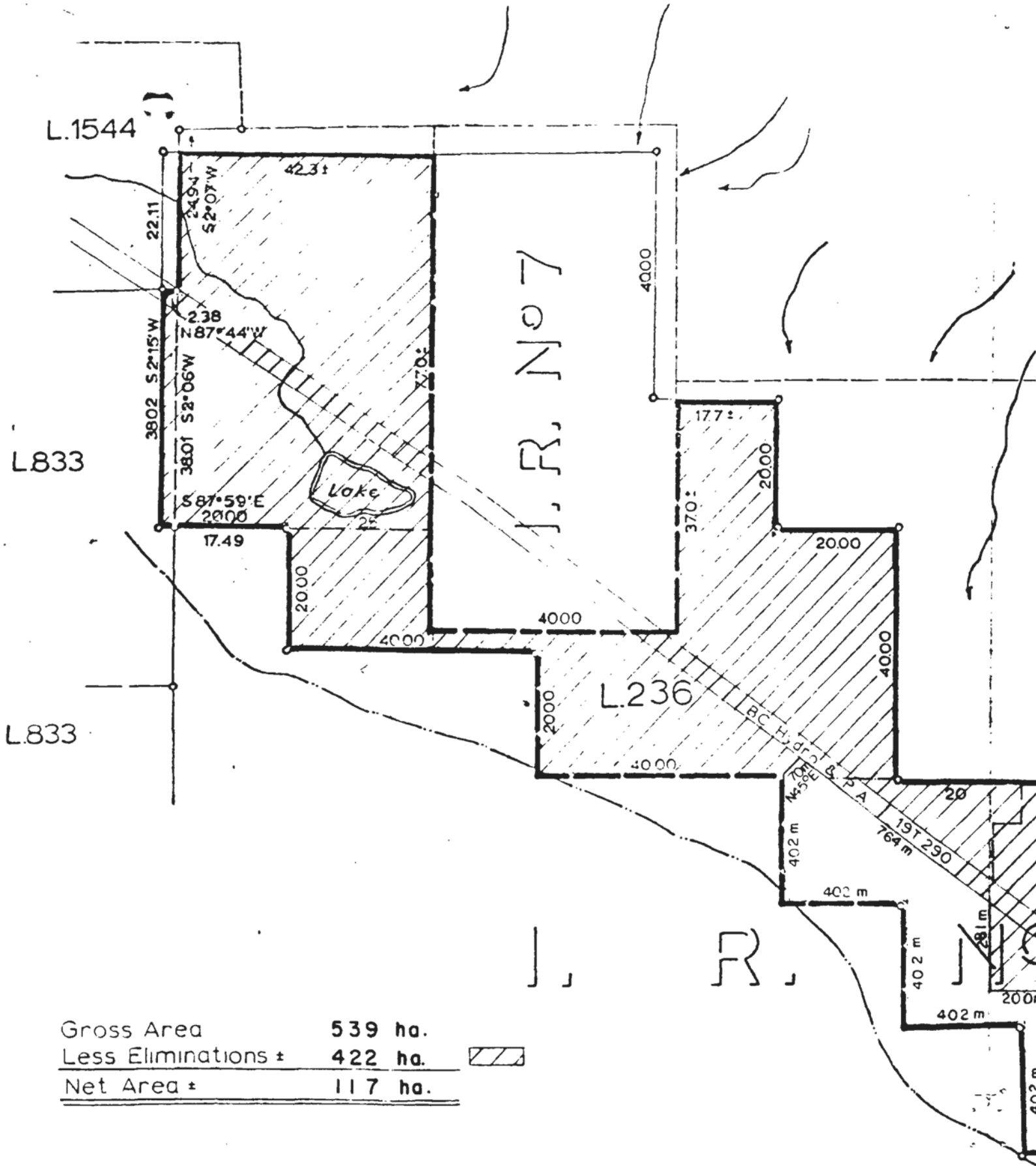
Expires 1st April 1921



T 0359 (Formerly T. Lease 125) LOT 236
LILLOOET LAND DISTRICT

Scale :- 1 : 15840





Page 122

Withheld pursuant to/removed as

NR

JUL 14 1999

JUL 14 1999

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Options__ Save__ save&Exit  Mode  Features  eXit  Help
=====
FTAM011  FTAS - Harvesting Tenures - CP List      DB: SQLP1      Mode: View
File T0359      Status is HI  Issued              As of 1981-05-28
Type A06 Timber Licence                          Adm Org Unit RVA Vancouver
Licensee [REDACTED] ADIAN FOREST PRODUCTS LTD.      Sec. Licensee? N
Mgmt Unit [REDACTED] e Z Outside Managed Units      Mgmt Unit Id
Award Date 1981-05-28 Term 14 yr 0 mo, expires 1995-05-27
Extension/Replacement: Count 1 & Date 2000-05-21 Init Ha      539.0
Oblig Ha      117.0 Eliminated Ha      422.0 Other Ha      0.0
Cutting Permits 1 to 1 of 1 -----
CP Mark Status      Date      District
A T0359A HI Issued      1983-12-01 DSQ Squamish

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Enter F1=Help F3=Exit F4=Prompt F6=Select CP F10=Actions F12=Cancel
 F21=Command
☐

s.14

Lot 236

92 J/76.

FSR?
6493

Ø 98047

Microfilm vol 4
1366?

00-9. 14

Robin. can you please phone

s.14

T0359

Maude, Sharyl FOR:EX

From: Holter, Bonnie J FOR:EX
Sent: Tuesday, 1998 October, 06 11:39AM
To: Maude, Sharyl FOR:EX
Subject: RE: T0359
Sensitivity: Private

Sharyl, I have updated FTAS. *(she did BUT IT SAYS MAY 21 NOT 27.)*

Bonnie Holter Phone (250) 751-7266 fax (250) 751-7186
Resource Tenures Clerk
Vancouver Forest Region
address: 2100 Labieux Road, Nanaimo, BC, V9T 6E9
[Mailto:Bonnie.Holter@GEMS4.GOV.BC.CA](mailto:Bonnie.Holter@GEMS4.GOV.BC.CA).

From: Maude, Sharyl FOR:EX
Sent: Wednesday, September 30, 1998 12:26 PM
To: Holter, Bonnie J FOR:EX
Subject: T0359
Sensitivity: Private

Hi Bonnie: this file has crossed my desk and I notice that there is an FS3 in the file dated April 27, 1995 saying "... is hereby revised to 19 years, beginning May 28, 1981" which would make the expiry date May 27, 2000. FTAS doesn't show this new expiry date.

This FS3 was not acted on in this office so once I confirm that the expiry date is indeed the year 2000, then I will send this to Revenue so they can update their records (even after all this time has passed.)

Can you enter this new expiry date into FTAS?

Thanks Bonnie

Sharyl Maude

Sharyl.Maude@gems3.gov.bc.ca
Resource Tenures & Engineering Branch
3rd Floor - 1450 Government Street
Victoria, B.C.
phone 250-387-8314
fax 250-387-6445

Mail: PO Box 9510 Stn Prov Govt
Victoria, British Columbia, V8W 9C2

99.4.7.

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Options__ Save__ save&Exit  Mode  Features  eXit  Help
=====
FTAM011  FTAS - Harvesting Tenures - CP List      DB: SQLP1      Mode: View
File T0359      Status is HI  Issued              As of 1981-05-28
Type A06 Timber Licence                          Adm Org Unit RVA Vancouver
Licensee CANADIAN FOREST PRODUCTS LTD.          Sec. Licensee? N
Mgmt Unit  e Z Outside Managed Units            Mgmt Unit Id
Award Date 1981-05-28 Term 14 yr 0 mo, expires 1995-05-27
Extension/Replacement: Count 1 & Date 2000-05-20, Init Ha      539.0
Oblig Ha    117.0 Eliminated Ha      422.0 Other Ha          0.0
Cutting Permits 1 to 1 of 1 -----
CP  Mark  Status              Date      District
A   T0359A HI  Issued        1983-12-01 DSQ Squamish

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Enter F1=Help F3=Exit F4=Prompt F6=Select CP F10=Actions F12=Cancel
F21=Command

□



Province of
British Columbia

Ministry of
Forests



NOTIFICATION OF CHANGE IN STATUS


FILE NO.

T0359

| | |
|---|---|
| SUBJECT | |
| attached FS3 dated April 27, 1995 renews the term to | |
| REMARKS | |
| 19 year term from May 28, 1981 to May 27, 2000 | |
| SIGNATURE | |
| S.M. | |
| TO BE NOTED BY | |
| TENURES ✓ FTAS ext. date x | |
| SIGNATURE | |
| | S.M. 98.10.1 |
| REVENUE | |
| | Card replaced in "active" trays & noted / updated |
| | SIGNATURE |
| | G. McCallan 98/10/08. |
| | * I don't know why this wasn't done in 1995. S.M. |
| | SIGNATURE |
| | |
| | SIGNATURE |
| | |



Maude, Sharyl FOR:EX

From:  Maude, Sharyl FOR:EX
Sent: Wednesday, 1998 September, 30 12:26PM
To: Holter, Bonnie J FOR:EX
Subject: T0359
Sensitivity: Private

Hi Bonnie: this file has crossed my desk and I notice that there is an FS3 in the file dated April 27, 1995 saying "... is hereby revised to 19 years, beginning May 28, 1981" which would make the expiry date May 27, 2000. FTAS doesn't show this new expiry date.

This FS3 was not acted on in this office so once I confirm that the expiry date is indeed the year 2000, then I will send this to Revenue so they can update their records (even after all this time has passed.)

Can you enter this new expiry date into FTAS?

Thanks Bonnie

Sharyl Maude

Sharyl.Maude@gems3.gov.bc.ca
Resource Tenures & Engineering Branch
3rd Floor - 1450 Government Street
Victoria, B.C.
phone 250-387-8314
fax 250-387-6445

Mail: PO Box 9510 Stn Prov Govt
Victoria, British Columbia, V8W 9C2

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___ Options__ Save__ save&Exit  Mode  Features  eXit  Help
=====
FTAM011  FTAS - Harvesting Tenures - CP List      DB: SQLP1      Mode: View
File T0359_____ Status is HI  Issued              As of 1981-05-28
Type A06 Timber Licence                      Adm Org Unit RVA Vancouver
Licensee   ADIAN FOREST PRODUCTS LTD.              Repl Ind(Y/N)
Mgmt Unit Type Z Outside Managed Units      Mgmt Unit Id
Award Date 1981-05-28 Term 14 yr 0 mo, expires 1995-05-27
Extension/Replacement: Count    & Date          Init Ha          539.0
Oblig Ha          117.0  Eliminated Ha          422.0  Other Ha          0.0
Cutting Permits  1 to 1 of 1 -----
      CP  Mark  Status                      Date      District
      A   T0359A HI  Issued                  1983-12-01 DSQ Squamish

```

Enter F1=Help F3=Exit F4=Prompt F6=Select CP F10=Actions F12=Cancel
F21=Command



Province of
British Columbia

Ministry of
Forests

Vancouver Forest Region
2100 Labieux Road
Nanaimo, British Columbia
V9T 6E9
Phone: (604) 751-7001 Fax: (604) 751-7190



JUL 19 PM 2:37

✓
File: 19580-25/~~TO359~~, TO783, TO832

July 18, 1995

H.H. Boydston, R.P.F.
Divisional Forester
Canadian Forest Products Ltd.
2900-1055 Dunsmuir Street
PO Box 49420, Bentall Postal Station
Vancouver, British Columbia
V7X 1B5

Dear H. Boydston:

Enclosed is your completed copy of the FS 3 Amendment to Timber Licence TO359, TO783 and TO832, which should be attached to your copy of the document.

Yours truly,

Dannielle Kitt
A/Office Manager, Operations Section

Enclosure

cc: Paul Kuster, District Manager
Squamish Forest District



Amendment to Timber Licence T0359. Memorandum of amendment to 1
made this 27 day of April, 19 95 between the Regional Manager of
the Vancouver Forest Region and the Licensee of the said Licence.

Whereas it is mutually agreed to amend the terms and conditions of the said Licence and the parties hereto have agreed to amend the same as set forth in this memorandum.

NOW, THEREFORE, in consideration of the premises and other valuable considerations now exchanged between the parties hereto, said parties agree as follows:

Paragraph 1.03 is hereby revised to 19 years, beginning May 28, 1981.

This forms an integral part of the original Licence and should be attached thereto.

Subject to the foregoing, the parties hereto confirm the said Licence.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and/or the Licensee has caused its corporate seal to be affixed in the presence of the duly authorized officers in that behalf on the date and year first above written.

Signed, sealed and delivered by the
Licensor in the presence of

Sangita Kumar
Sangita Kumar

K. Lal

Seal
(Licensor)

Signed, sealed and delivered by the
Licensee in the presence of

[Signature]
Vice-President
[Signature]
Vice-President
And Secretary

Seal
(Licensee)

NOTE: If the Licensee is a co-partnership, the amendment must be signed and sealed by each member of the partnership. All written signatures must be made in ink.

If the Licensee is a corporation, the corporate seal must be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.

From: RBRICK --MFOR01
To: RREADER --DGLOIS Roberta Reader
cc: RBRICK --MFOR01 Reg Brick

Date and time 10/27/94 09:51:32

SUBJECT: s.22 Versus the Queen

Hi Roberta:

Does this ring any bells? We've been trying to do something with this since January, 1993.

I just received a note from Squamish on it and the issue is dead.

In your notes you probably have some to do things with this. Please cancel them. I'm sending all my material to file.

Thanks.

Regards
Reg Brick, TFL Officer
Timber Harvesting Branch (7-8303)

From: RBRICK --MFOR01
To: AGERMAIN--MFOR01

Date and time 10/27/94 09:41:23

*** Reply to note of 10/26/94 16:41
Subject: CFP's TL T0359

Thank you for your note Andre. I guess I can get rid of that package on my desk
and I will also tell the lawyer who hasn't done anything with it to carry on.

Regards
Reg Brick, TFL Officer
Timber Harvesting Branch (7-8303)

From: AGERMAIN--MFOR01
To: RBRICK --MFOR01

Date and time 10/26/94 16:41:39

*** Reply to note of 05/18/94 09:34

From: Andre Germain
Subject: CFP's TL T0359

Sor .bout not getting back to you sooner--alot sooner but, Canfor just sent a letter in last week regarding this TL. It appears that they are now attempting to negotiate a joint venture deal with the band. They are not sure if they will be successful but have requested that the TL, which expires May, 1995, be extended 3 years. We are now in the process of recommending the extension be granted. If nothing else, it will postpone a decision for a few years. Anyways, thanks for your help.

Regards,
Andre Germain
RESOURCE OFFICER TIMBER
Squamish, 898-2141

TL: 70359

From: WARNOLD --MFOR01
To: RBRICK --MFOR01

Date and time 05/18/94 15:55:29

From: Wayne Arnold
Subject: CFP's TL T0359

An "old" issue is right. There's nothing much in our files any more recent than about 1983 when the Band and Canfor were accusing each other of trespass and threatening legal action.

hope you're enjoying the spring,

Wayne Arnold,

T.F.L. Coordinator, Vancouver Forest Region,

tel. 660-7594 fax. 660-7778

*** Forwarding note from RBRICK --MFOR01 05/18/94 09:41 ***

To: WARNOLD --MFOR01 Wayne Arnold

Subject: CFP's TL T0359

Hi Wayne:

This is an old issue. I can tell you or your replacement about it sometime. This note is just to let someone in the Region know there is a problem with CFP's TL T0359 adjacent to the Mount Currie Indian Reservation. In a nutshell there is 50 000 m3 of timber left but the band is opposed to any further harvesting.

Regards

Reg Brick, TFL Officer

Timber Harvesting Branch (7-8303)

*** Forwarding note from RBRICK --MFOR01 05/18/94 09:34 ***

To: AGERMAIN--MFOR01

cc: RBRICK --MFOR01 Reg Brick

SUBJECT: CFP's TL T0359

Hi Andre:

I still have the paperwork for this old issue. Would you please let me know where things are at regarding the outstanding 50 000 m3 of wood on CFP's TL and the opposition of the Mount Currie Band to harvesting it?

s.14

Much appreciated.

Regards

Reg Brick, TFL Officer

Timber Harvesting Branch (7-8303)

Page 136 to/à Page 137

Withheld pursuant to/removed as

s.14



DATE: April 2, 1985

FILE No. T.L. 125

SUBJECT: File Memo
History - Timber Lease 125 (T0359)

ATTENTION OF:

REMARKS:

1921
Timber Lease 125 was issued April 1, 1891 for 30 years covering 3,696 acres, described as Lots 234 to 240 inclusive Lillooet Land District. Original Lessee was Mr. James MacLaren. Numerous renewals, assignments and eliminations have since taken place. Currently, replacement Timber ~~Lease~~ Licence T0359 held by Canadian Forest Products Ltd. - issued May 28th, 1981 under Section 21 of the Forest Act is the existing tenure. T0359 has a net area of 117 ha to date.

On July 29, 1938 - O.I.C. 1036 granted the land to Canada, in trust, for the Mount Currie Indian Band, reserving all timber within Timber Lease 125, issued to James MacLaren, 1 April 1891, or any renewal thereof and known as Lot 236 Lillooet.

In 1978 the Mount Currie Indian Band commenced research into the respective rights of the Band and Timber Licence holder Canadian Forest Products.

In 1979 the Union of B.C. Indian Chiefs give notice to Canadian Forest Products that any further entry will be considered a trespass. The basis of this action is that in their opinion, the Crown Provincial had no legal right to renew Timber Lease 125, subsequent to 1924.

s.14

s.14

W.D. Clifford
Supervisor, Forest Status
Timber Management Branch

Canadian Forest Products Ltd.

and affiliated companies

November 22, 1991

RECEIVED

NOV 25 1991

MINISTRY OF FORESTS
FOREST DISTRICT**CANFOR**

District Manager
Ministry of Forests
Box 1970
Squamish, B.C.
V0N 3G0

ATTENTION: K. BLOM, OPERATIONS MANAGER, HARVESTING

Dear Sir:

Re: Timber Exchange for Timber Licence TO359

As we discussed previously during our Five Year Development Plan meeting, we agree that it would be advantageous for ourselves, the Mount Currie Indian Band and the Government to exchange the timber remaining on the referenced Timber Licence with equivalent timber elsewhere. Harvesting operations on the T.L. TO359 were last formally proposed in 1980 for logging during 1981 & 1982. Opposition by the Mount Currie Indian Band to both harvesting and hauling over the access road to the XITOLACW townsite prevented harvesting from proceeding. Since then, we have prepared a variety of harvesting options to remove the remaining 50,000 m³ and discussed them with the band. None of the proposals have been satisfactory to the Band.

We believe this is an opportune time to consider a timber exchange. The area is immediately adjacent to the townsite and making the area available to the Band would certainly enhance the Band's control of the townsite. An exchange would also provide CANFOR with an equitable resolution to our harvesting rights problem on the Timber Licence area. Attached is a map showing the approximate location of the remaining merchantable mature timber areas.

We would like to meet with you in mid-December to further discuss this proposal. Please give me a call and we'll set up a time and place for a meeting.

Yours truly,

CANADIAN FOREST PRODUCTS LTD.

H. Boydston

H.H. Boydston, R.P.F.
Divisional Forester
Mainland Logging Division

HHB:ktm
Attachments

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Following receipt of your August 12, 1983 letter, the Band was contacted with regard to its attendance at the proposed August 31, 1983 meeting but has declined. Since the undersigned has met with Canadian Forest Products (Mr. Dick Herring) on at least two occasions, and since this Department is not a party to the trespass, and since the Band would not be in attendance, it is felt that little could be resolved at such a meeting.

This Department takes the position that the matter of this trespass is between Canadian Forest Products and the Mount Currie Band and other than providing advice to the Band, there can be no other involvement.

Do not hesitate to contact the writer should clarification of any of the above is necessary.

Yours truly,

A handwritten signature in dark ink, appearing to read "E.P. Jones". The signature is fluid and cursive, with the first name "E.P." written in a more compact, stylized manner than the last name "Jones".

E.P. Jones
Head, Forestry and
Natural Resources
VANCOUVER DISTRICT
666-1353

EPJ/bc

July 11, 1983

Mr. N. P. Gilgan, C.E.T.
District Manager
Ministry of Forests
P. O. Box 1970
Squamish, B. C.
VON 3G0

Dear Sir:

Re: T.O. 359 (Ex T.L. 125)

We have discovered that persons purportedly in the employ of the Mt. Currie Indian Band have been cutting timber on an unreverted part of the cited Timber Licence, in the same area that was the subject of a letter from your office to the Department of Indian Affairs on November 9, 1981. As before, it appears to be part of a road construction project.

May we ask you to investigate the matter through your Pemberton field office to confirm the fact that the cutting is on an active Timber Licence.

Also, would you please advise us what authority has been given to a third part to build a road across an active timber licence held in our name.

Yours very truly,

CANADIAN FOREST PRODUCTS LTD.

R. M. Herring, R.P.F.
General Manager
Mainland Logging Division

RMH:mls

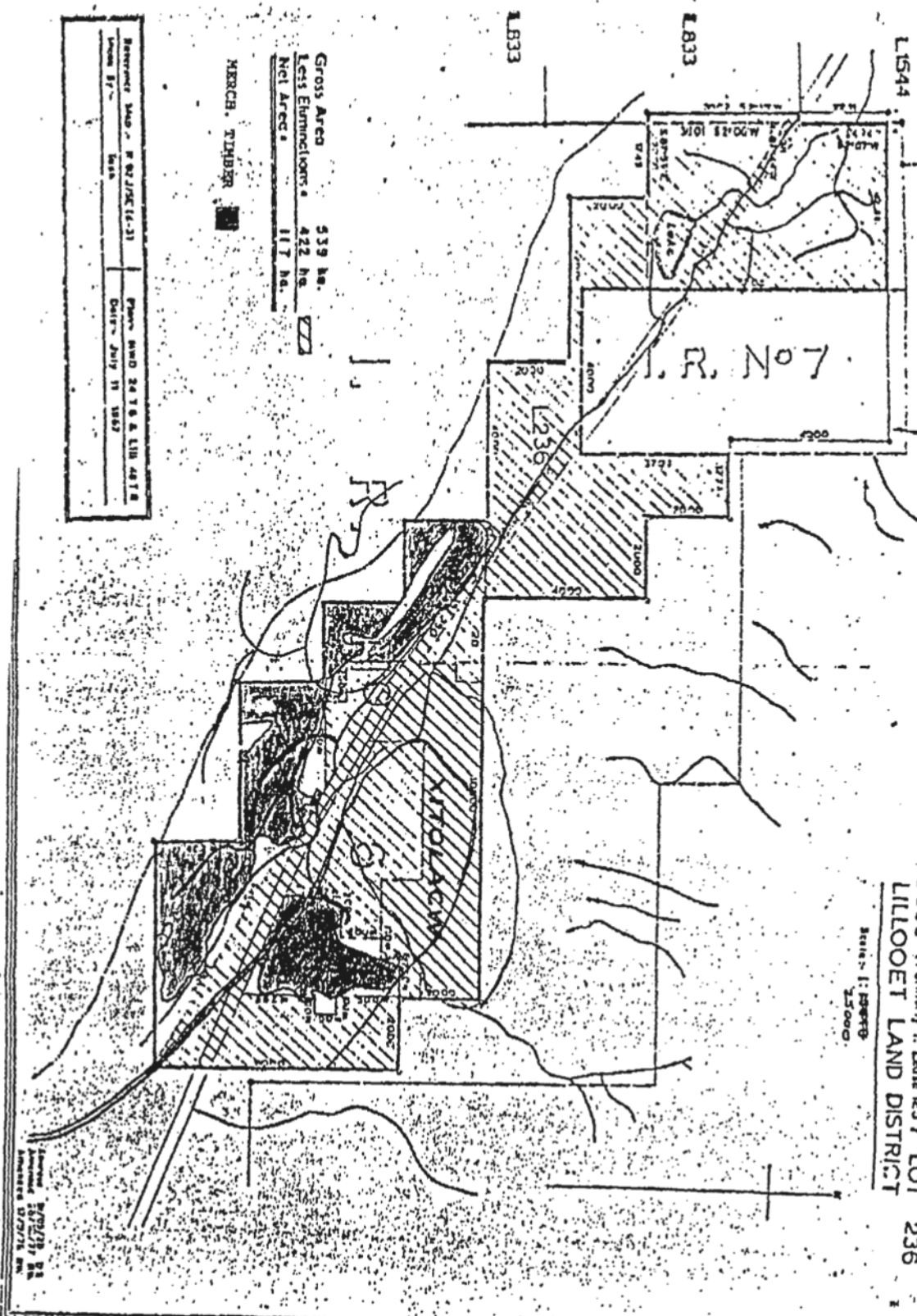
0111111



0111111

T0359 (Formerly T. Lease R51) LOT 236
LILLOOET LAND DISTRICT

Scale: 1:10000
1:5000



Gross Area 539 ha.
Less Enclosures 422 ha. ☒
Net Area 117 ha.

MERC. TIBER

| | |
|------------------------------|-----------------------|
| Reference Map: P 02/10/16-21 | Plan: 2478 & LIL 4878 |
| Scale: 1:10000 | Date: July 11 1957 |

Approved: 10/1/57, B.C.
Surveyors: D/2/75, B.C.

From: RBRICK --MFOR01
To: AGERMAIN--MFOR01
cc: RBRICK --MFOR01 Reg Brick

Date and time 05/18/94 09:34:20

SUBJECT: CFP's TL T0359

Hi / re:

I still have the paperwork for this old issue. Would you please let me know where things are at regarding the outstanding 50 000 m3 of wood on CFP's TL and the opposition of the Mount Currie Band to harvesting it?

s.14

Much appreciated.

Regards
Reg Brick, TFL Officer
Timber Harvesting Branch (7-8303)

From: RREADER --DGL0IS
TO RBRICK:MFOR01

Date and time 01-29-93 12:26:01

From: Roberta Reader
Subject: s.22 v. the Queen
Postmark: 29-Jan-93 12:22:30

=====
=====

Eureka! We've found the file! Will review and get back to you.
Roberta

From: RREADER --DGLOIS
TO RBRICK:MFOR01

Date and time 01-27-93 12:17:33

From: Roberta Reader
Subject: s.22 V. HER MAJESTY
Postmark: 27-Jan-93 12:01:10

=====
=====

Reply text:

From: Roberta Reader:SOLGEN

Date: ## 01/27/93 12:01 ##

Well, I got a file - but not the right one! The hunt continues. In your memo of May 11 you refer to correspondence to Wes Cheston from Howard Eddy. Could I see this?

Preceding message:

From: RBRICK:MFOR01

Date: ## 01/26/93 08:47 ##

To: RREADER --DGLOIS

*** Reply to note of 01-25-93 16:15

Subject: s.22 V. HER MAJESTY

Hi Roberta:

Thanks for your note. So far Squamish District has not been pressuring us for an answer so we haven't been running after you. However, its only a matter of time before this issue is ressurected. If you need anything on this, let me know. See you later!

Regards

Reg Brick, TFL Officer

Timber Harvesting Branch (7-8303)

From: AGERMAIN--MFOR01
To: RBRICK --MFOR01

Date and time 01/26/93 11:13:48

*** Reply to note of 01/26/93 08:55

From: Andre Germain

Subject: CFP's Proposed Land Trade, TL T0359

Thank you, I will be meeting with them in about a month to discuss their development plan --- in all likelihood they will probably inquire as to any new developments on a possible trade. If there is nothing more concrete by then I will simply let them know that it's being worked on.

Regards,

Andre Germain

RESOURCE OFFICER TIMBER

Squamish, 898-2141

From: RBRICK --MFOR01
To: AGERMAIN--MFOR01

Date and time 01/26/93 08:55:23

SUBJECT: CFP's Proposed Land Trade, TL T0359

Hi Andre:

Its been awhile since we've talked about this; since March/92!

s.14

I received a message from Roberta Reader indicating that she has ordered the off-site file and will be reviewing it in the near future.

I'll let you know how things are shaping up when I have some progress to report.

Regards
Reg Brick, TFL Officer
Timber Harvesting Branch (7-8303)

From: RREADER --DGLOIS
TO RBRICK:MFOR01

Date and time 01-25-93 16:15:59

From: Roberta Reader
Subject: s.22 V. HER MAJESTY
Postmark: 25-Jan-93 16:13:18

=====

File has been located - off site. Has been ordered. Will review
when it arrives and get back to you re. your memo of May 11, 1992.
Sorry for delay. Roberta

Page 151 to/à Page 152

Withheld pursuant to/removed as

s.14

From: EBRICK --MFOR01
To: AGERMAIN--MFOR01

Date and time 03/13/92 11:10:58

SUBJECT: Timber Exchange for Timber Licence T0359

Hi Andre:

I have chatted with a few people in Victoria about this issue.

The consensus is that I should prepare a briefing to the Minister to determine if the Ministry would be prepared to exchange land in the province a native band given the issue of native land claims.

If we go for it, we could be setting a significant precedent.

If you don't hear from me in a month, call me for an update.

cc: LLEROUX --MFOR01 Len Leroux

JLANGRID--MFOR01 Jim Langridge

Regards
Reg Brick, TFL Officer
Timber Harvesting Branch (7-8303)

- put together a brief note for
minister's decision.

Jim - CFR TL Land Exchange

For discussion -

Attached is the letter from CFR.
My advice/recommendations are as follows:

The trade has some merits.

If we can trade for visual
sensitivity we can probably trade
for this.

Reg

ps #1
I told Andrie I would get back
to him w our thoughts.

#2 I've requested a land status from
Gord Lloyd.

To: Tim

March 3, 1992

T.L.
File: T0359

Re: Request for Land Trade by
CFR - Squamish District.

I spoke to Andre Germaine this date. He said he has a request from CFR to trade their T.L. located adjacent to the Mount Currie Band's townsite for crown land elsewhere.

I told him I would get a status of the T.L. as Andre thought a portion of the expired ~~part~~ ^{T.L.} has been sold to the federal government for townsite purposes.

I asked him to fax us the letter he received from CFR & we will get back to him.

sent



**FAX HEADER**

FILE NO. _____

| | |
|-----------------------------------|--|
| TO | |
| NAME | <i>D. Brick</i> |
| MINISTRY OFFICE OR FACILITY | <i>Timber Harvesting Branch Victoria</i> |
| PHONE NO. | FAX NO. |

| | |
|-----------------------------------|----------------|
| FROM | |
| NAME | André Gosselin |
| MINISTRY OFFICE OR FACILITY | Squamish |
| PHONE NO. | FAX NO. |

| | | | |
|---------|----------------|-----------------------|----------------------|
| SENT BY | DATE 8/2/03/05 | NO. PAGES TO FOLLOW 2 | AUTHORIZED SIGNATURE |
|---------|----------------|-----------------------|----------------------|

MESSAGE

As discussed, attached is the Timber Exchange request from Canfor.

C. C. [Signature]
R. O. [Signature]

FB 7 H18 90/11 M28-2534

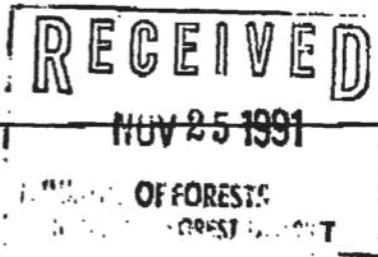
MAR 3 '92 14:25

604 898 2191 PAGE.001

C Canadian Forest Products Ltd.

and affiliated companies

November 22, 1991



District Manager
Ministry of Forests
Box 1970
Squamish, B.C.
V0N 3G0

ATTENTION: K. BLOM, OPERATIONS MANAGER, HARVESTING

Dear Sir:

Re: Timber Exchange for Timber Licence TO359

As we discussed previously during our Five Year Development Plan meeting, we agree that it would be advantageous for ourselves, the Mount Currie Indian Band and the Government to exchange the timber remaining on the referenced Timber Licence with equivalent timber elsewhere. Harvesting operations on the T.L. TO359 were last formally proposed in 1980 for logging during 1981 & 1982. Opposition by the Mount Currie Indian Band to both harvesting and hauling over the access road to the XITOLACW townsite prevented harvesting from proceeding. Since then, we have prepared a variety of harvesting options to remove the remaining 50,000 m³ and discussed them with the band. None of the proposals have been satisfactory to the Band.

We believe this is an opportune time to consider a timber exchange. The area is immediately adjacent to the townsite and making the area available to the Band would certainly enhance the Band's control of the townsite. An exchange would also provide CANFOR with an equitable resolution to our harvesting rights problem on the Timber Licence area. Attached is a map showing the approximate location of the remaining merchantable mature timber areas.

We would like to meet with you in mid-December to further discuss this proposal. Please give me a call and we'll set up a time and place for a meeting.

Yours truly,

CANADIAN FOREST PRODUCTS LTD.

H. Boydston

H.H. Boydston, R.P.F.
Divisional Forester
Mainland Logging Division

HHB:ktm
Attachments

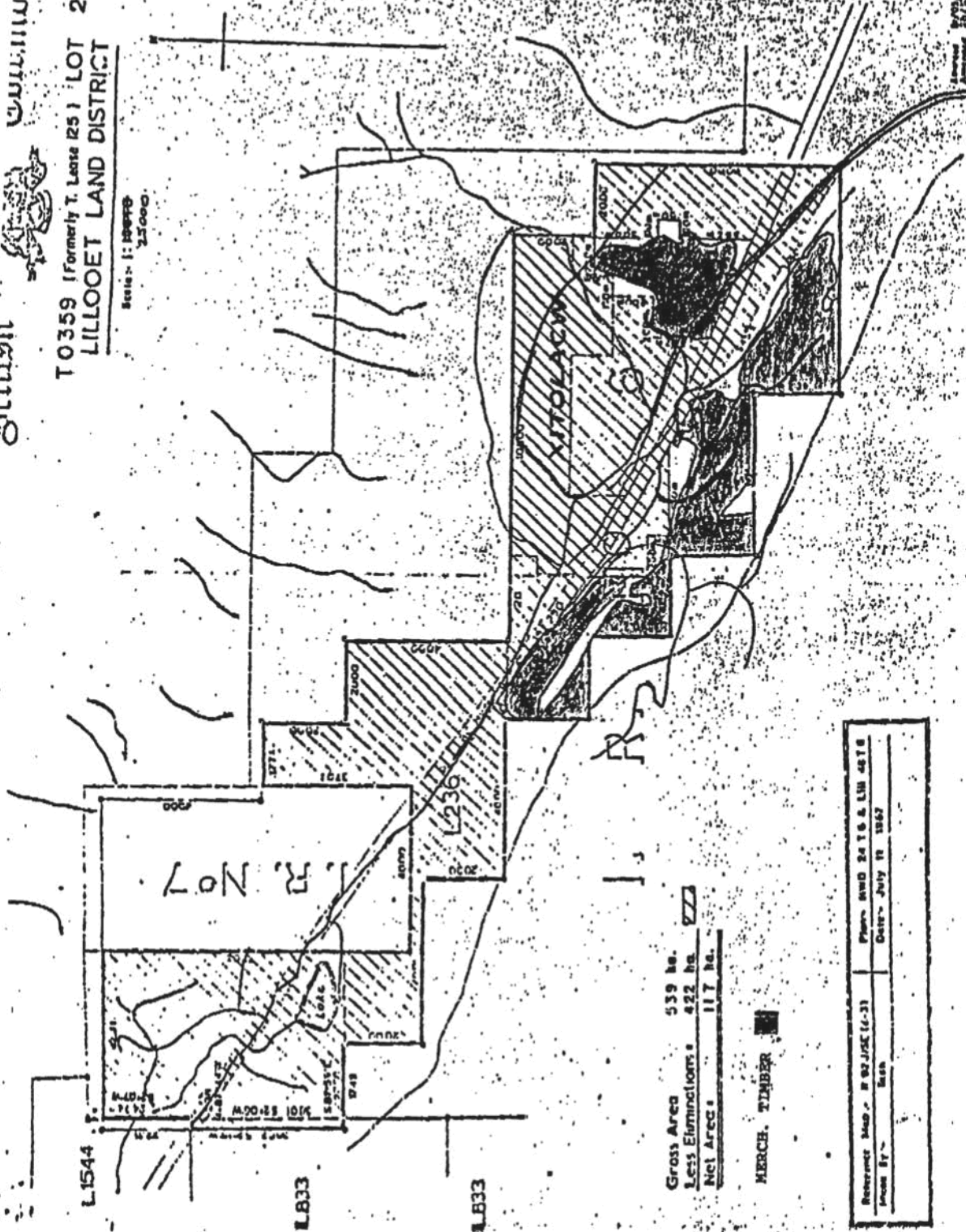
accompanying
letter is an opinion

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T0359 (Formerly T. Lease 125) LOT
LILLOOET LAND DISTRICT

Doc# : 1-0103



THE JOURNAL OF THE
THE 1877 BROWNE
1877 BROWNE

| | |
|-------------------------------|--------------------------------|
| Reference Map, H 90 JSC (4-3) | Place, HMD 24 T S & LHM 48 T S |
| Issued By ~ Bash | Date ~ July 11 1967 |

!TYPED: 1992 05 01
!MINISTER DEPUTY TIMBER RAB BINDER
!Contact: Reg Brick 7-8303 9791k: 24-26

BRITISH COLUMBIA FOREST SERVICE
BRIEFING NOTE

!File: 280-20 EXBN(ARCS) & ...T.L.....T0359 !

I PREPARED FOR: Honourable Dan Miller.

II ISSUE: SHOULD THE MINISTRY ENTER INTO A LAND TRADE IN ORDER TO AVOID HARVESTING THE REMAINING TIMBER ON TIMBER LICENCE T0359, WHICH IS LOCATED NEXT TO THE MT. CURRIE INDIAN RESERVE.

III BACKGROUND:

in the name of Canadian Forest Products Ltd (Canfor)
Timber Licence T0359 is derived from Timber Lease 125 which was issued on April 1, 1891 for 30 years.

In 1938 the land was granted to Canada in trust for the Mount Currie Indian Band.

In 1979 the Union of B.C. Indian Chiefs gave notice to ~~Canadian Forest Products Limited~~ that any further harvesting would be considered a trespass. This was based on their opinion that the provincial government had no right to renew Timber Lease 125 after 1924.

Harvesting operations were last proposed for the remaining 50 000 m³ of mature timber on this licence in 1980 for the years 1981 and 1982. They were opposed by the Band. Subsequent to this, a variety of harvesting options have been proposed to the Band but none have been satisfactory.

The Band has not moved from its position that the land is theirs and that harvesting of any kind by CFP amounts to trespass.

In their attached letter dated November 22, 1991 CFP has suggested that the provincial government exchange the TL lands containing the remaining mature timber (117 hectares) with Crown land elsewhere.

.../2

IV OPTIONS:

Option 1. Authorize trading the remainder of TL T0359 (approximately 117 hectares) for Crown land elsewhere.

Advantages

1. This will end the conflict between the Indian Band and CFP.
2. Visual quality would not be comprised.

Disadvantages

1. The Ministry must locate similar land elsewhere that is not alienated. This could be difficult.
2. It would be necessary to appraise both parcels of land.
3. This decision could send a message to other bands that if they oppose harvesting vigorously enough, the Ministry will offer forest companies harvesting rights in less contentious areas.
4. The Ministry would lose access to the 50 000 m³ of remaining timber. Given the opposition of the Band, harvesting under a different tenure would not be likely.

Option 2. Reject CFP's request for a land trade.

Advantages

1. Other Crown timber would not be sacrificed due to this problem.
2. Appraisals would not be necessary. The onus on negotiating with the Band or taking legal action is left with CFP. The Ministry is not involved other than to support CFP by confirming that they do own the rights to harvest the timber.

Disadvantages

1. This may further fuel the conflict between CFP and the Band.
2. The Ministry could be accused of not practicing integrated resource management by not recognizing the visual sensitivity of lands adjacent to the townsite.

.../3

*Best + Reg in
recommendations?
How may other TC (interview
interfere assist.*

V **RECOMMENDATION:**

Option 1 for the reasons given.

VI **DISCUSSION:**

To avoid the land claim argument, it would be appropriate if the decision was based on visual quality. The Ministry has set a precedent by carrying out a land trade for B. & I. Forest Products Ltd. in the Prince Rupert Region because of visual quality constraints. The briefing note authorizing the exchange is attached for your information.

APPROVED
Honourable Dan Miller
Minister of Forests

NOT APPROVED
Honourable Dan Miller
Minister of Forests

BRANCH CONTACT:

Reg Brick
TFL Officer
Timber Harvesting Branch
Phone: 387-8303
May 1, 1992

BRANCH APPROVAL:

R. G. Harding
Director
Timber Harvesting Branch
Phone: 387-8300
May 1, 1992

!RAB:chl Timber *9791k p. 24-26!

Page 162

Withheld pursuant to/removed as

s.14

Jpr. m - Senior Sal? yes ✓
T lease = Timber lease (TL) ✓

who requested exchange? why not in writing?
↓ is in writing = attached.

has no record of

RB.

would = might influence

* memo is from Eddy to WCC
lets attach both memo + history.

From: RBRICK --MFOR01
To: AGERMAIN--MFOR01

Date and time 03/13/92 11:10:58

SUBJECT: Timber Exchange for Timber Licence T0359

Hi Andre:

I have chatted with a few people in Victoria about this issue.

The consensus is that I should prepare a briefing to the Minister to determine if the Ministry would be prepared to exchange land in the province - a native band given the issue of native land claims.

If we go for it, we could be setting a significant precedent.

If you don't hear from me in a month, call me for an update.

cc: LLEROUX --MFOR01 Len Leroux JLANGRID--MFOR01 Jim Langridge

Regards
Reg Brick, TFL Officer
Timber Harvesting Branch (7-8303)

Mar 13/92

To: <Tim Longridge

File: TL T0359

I spoke to Peter Henry today about the attached letter from CFP. His advice is as follows:


s.13,s.16

1.

2.

3.


4.

A handwritten signature, possibly reading "S. J.", written in a cursive style with a large loop at the top and a horizontal line extending to the right.

Rees:

We are getting sucked
into dealing directly
with the District.

- ① Refer to Region for their
recommendations 6-7556
- ② Discuss with P. Leuyk
regarding appropriations to
proceeding.
- ③ Review proposal from
point of view of ~~pro~~
precedent, ability to proceed
sustainably, government exposure etc
- ④ Prepare recommendation.


92/03/04

ROUGH

B.C. FOREST SERVICE
BRIEFING NOTE

File: TL T0359

!File: TL T0359 - Canadian Forest Products Limited!

I PREPARED FOR: Honourable Dan Miller for Decision.

II ISSUE:

Should the Ministry proceed with a land trade proposed by Canadian Forest Products (Canfor) to settle a dispute between the Mount Currie Band in Squamish and the ~~the~~ ^{Indian} company which has harvesting rights on a timber licence adjacent to the band's townsite.

III BACKGROUND:

Approximately 50 000 m³ remains to be harvested on Canfor's Timber Licence T0359 which is situated in close proximity to the XITOLACW townsite in the Squamish Forest District.

The company last submitted harvesting plans in 1980 that proposed harvesting in 1981 and 1982. Several options were proposed but none were acceptable to the band. The band is opposed to harvesting as well as hauling on the access road to their townsite.

The company feels the band is opposed to all proposals for harvesting timber adjacent to their townsite and has suggested that a land trade would be the best option for all parties involved.

IV OPTIONS:

Option 1.

Proceed with a land trade in order to avoid harvesting the mature timber beside the townsite.

.../2

While not involving natives or land claims, the Ministry approved the land trade to the North Coast District to avoid harvesting a timber licence in a usually sensitive area along the inside passage.

Advantages

- There would be no conflict between the Mt. Currie Band, Canfor and the government.
- This action would confirm the government's recognition of landscapes as an important resource worth protecting.

Disadvantages

- A precedent would be set whereby a number of bands may become interested in halting harvesting operations in favor of the Province offering harvesting rights somewhere else.
- Should this occur, the Ministry's workload would increase substantially given the amount of effort required to locate, appraise and trade land.

Option 2.

Do not proceed with the land trade.

Advantages

- The precedent would not be set that natives could halt harvesting by putting pressure on the government to trade away harvesting rights in contentious areas.
- Ministry workload would not substantially increase.

Disadvantage

- Any attempts to harvest the timber adjacent to the Mt. Currie Band's townsite would be met with very strong opposition. This band is one of the most aggressive in the province.

.../3

- Any attempts to harvest the timber adjacent to the Mt. Currie Band's townsite would be met with very strong opposition. This band is one of the most aggressive in the province.
- Denying the company the right to harvest the timber the licence entitles them to contravenes the Forest Act.

V **RECOMMENDATION:**

Approve Option 1 for the reasons indicated.

APPROVED
Honourable Dan Miller
Minister of Forests

NOT APPROVED
Honourable Dan Miller
Minister of Forests

CONTACT:

Reg Brick
Tree Farm Licence Officer
Timber Harvesting Branch
387-8303

BRANCH APPROVAL:

Bob Harding
Director
Timber Harvesting Branch
Phone: 387-8300

!/rab TIMBER 968lk!

91-10-02.

Peter,

These Files are
Still to be
Processed.

P.

Page 171

Withheld pursuant to/removed as

s.14

Fran: Renshaw

File: TO 359
TBR. Lease 125

Re: Your questions as per attached
Action/Referral Slip.

Question 1 - TO 359 is not part of Canfor's
TFL.

Question 2 - Canfor elected royalty.

Question 3 - Your question is one of legal
interpretation, however, it is my opinion
that due to the wording of the
O.I.C. that established the I.R., ~~is~~
~~is~~ that is, the exception of only
the timber on the land, ~~the timber~~
~~place for~~ it would seem the land
already is within the I.R.

Question 4 - This too, is a legal opinion,
that probably cannot be answered
until Question 3 is answered.
No problem with access -
Intrans built part of
a road across TO 359 in Trepas



DATE: April 12, 1985

FILE No. Timber Lease 125
T0359

SUBJECT: Re: Your request for information concerning
B.C.H. & P.A. R/W through Lot 236,
Lillooet L.D., more particularly - I.R. #6

ATTENTION OF: Bill Clifford
Supervisor, F. Status
Timber Management Branch

REMARKS: I contacted Remie Vascuez (Phone 663-2433) of the B.C.H. & P.A.
Vancouver Office and was advised that Hydro has an agreement with Indian Affairs
for a right-of-way through the Indian Reserve. The right-of-way Plan number is
A1563.

I have requested she forward a copy of their agreement for our file.
She concurred and will forward same in mail.

The Lands File No. 0208467 you requested information on, established
the R/W for Hydro across the Crown Lands on either side of the I.R.

D. Hammond
Forest Status
Timber Management Branch

Mr. Roushars Re: TEXAS 125

For your interest only.

Attached is a copy of the
agreement between B. P. Hyder
and Dept of Indian Affairs

Re: T/L W/L through IR #6.
Pemberton Bill C. Lloyd



PROPERTIES DIVISION

LAND MANAGEMENT AND DEVELOPMENT DEPARTMENT

FOR PERSONAL CONTACT

DIAL 663 4192 (Remi Vasquez)

6th Floor, 1045 Howe St.
Vancouver, B.C. V6Z 2B1
Telex 04-54512

OUR FILE 1212 BCE (rv)

YOUR FILE _____

12 April 1985.

Ministry of Forests
Timber Management
1450 Government Street
Victoria, B. C.
V8W 3E7

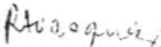
Attention: D. Hammand

Dear Sirs:

Re: Pemberton Indian Reserve #6

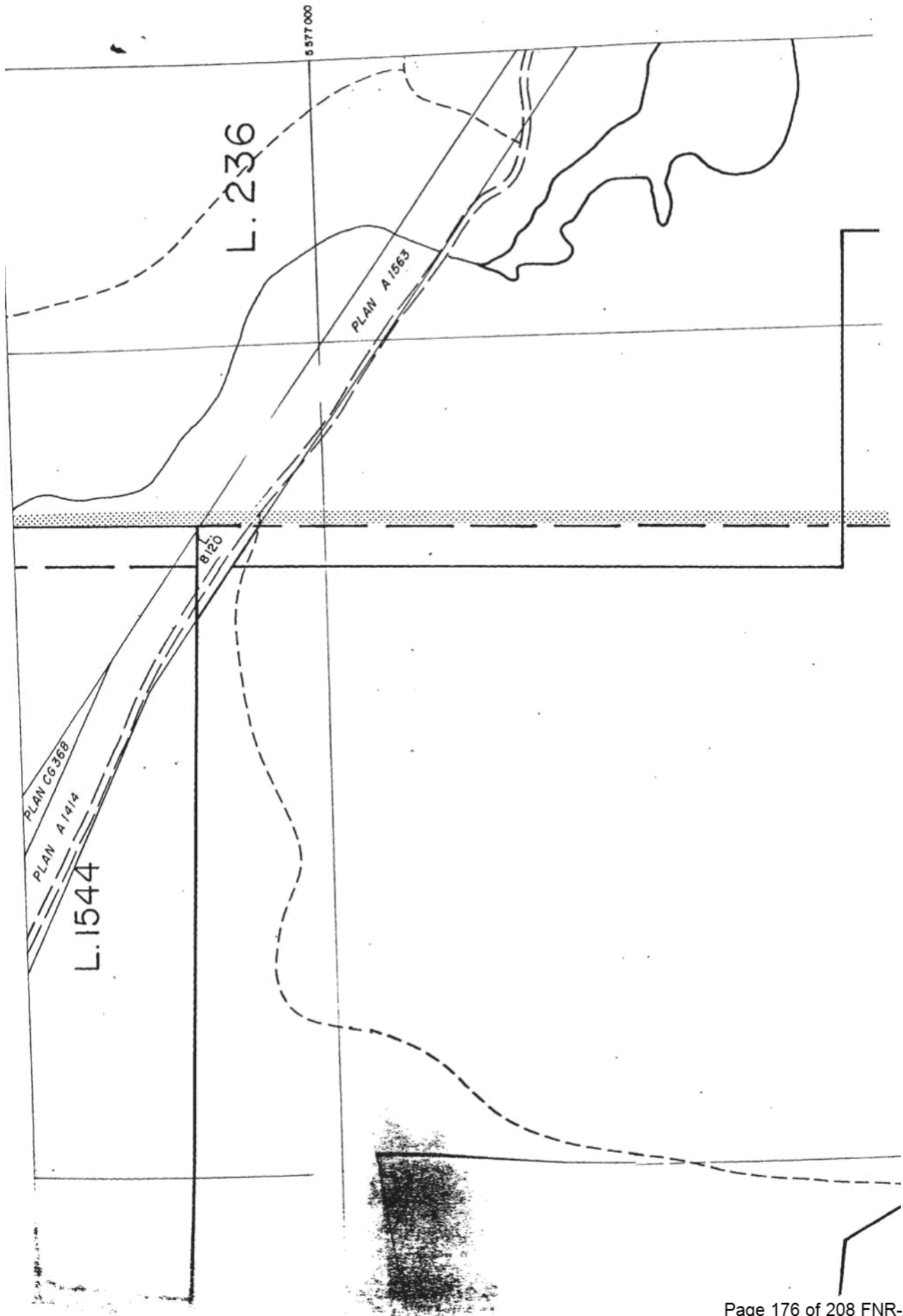
As requested, attached is a copy of the Agreement obtained from the Department of Indian Affairs covering our powerline right-of-way through the Pemberton Indian Reserve #6.

Yours truly,


R. A. Vasquez

RAV/lis

Attachments



3115 226
1412
THIS INDENTURE made the 11th day of December
in the year of Our Lord one thousand nine hundred and fifty-
seven.

BETWEEN:

HER MAJESTY QUEEN ELIZABETH THE SECOND,
in right of Canada, hereinafter called
"Her Majesty", represented by the Mini-
ster of Citizenship and Immigration,
hereinafter called "the Minister",

OF THE FIRST PART

AND

BRITISH COLUMBIA ELECTRIC COMPANY LIMITED,
with Head Office at the City of Vancouver,
in the Province of British Columbia,
hereinafter called "the Grantee",

OF THE SECOND PART.

WHEREAS the lands hereinafter described are Reserve
lands within the meaning of The Indian Act, Chapter 149, Re-
vised Statutes of Canada, 1952;

AND WHEREAS the Grantee has applied for certain
rights over the lands hereinafter described for the purpose
of constructing, operating and maintaining thereon one or more
power transmission lines, and the Governor General in Council
has authorized the grant of such rights to the Grantee upon the
terms and conditions herein contained.

NOW THEREFORE this indenture witnesseth that in con-
sideration of the sum of Three Thousand Four Hundred and Sixty-
nine Dollars and Seventy-six Cents (\$3,469.76) paid to the
Minister by the Grantee, the receipt whereof is hereby acknowledged,
the Minister grants, conveys, releases, assigns and confirms
unto the Grantee, its successors and assigns, the right to con-
struct, operate and maintain one or more power transmission lines
on the said lands being in Pemberton Indian Reserves 6 and 7, in
the Province of British Columbia more particularly described as
follows:

DESCRIPTION

that part of a right-of-way in Pemberton Indian Reserves 6 and 7, in the District of Lillooet, in the Province of British Columbia, said part containing by admeasurement ninety-eight acres and twelve hundredths of an acre, more or less, as said part is shown bordered red on a plan of record numbered four thousand five hundred and twenty-three in the Indian Affairs survey records at Ottawa.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns for such period as the said lands are required for the purposes of a power line right of way.

PROVIDED ALWAYS the right hereby granted is subject to the following stipulations, provisos and conditions, that is to say:

- (1) That the Grantee shall pay all charges, taxes, rates and assessments whatsoever which shall, during the continuance of the rights hereby granted be charged upon or be payable in respect of the said power transmission lines or the use by the Grantee of the said lines.
- (2) That the Grantee shall not assign the right hereby granted without the written consent of the Minister.
- (3) That it shall be lawful for the Minister or any person thereunto authorized by him at all reasonable times to enter upon the said lands for the purpose of examining the condition thereof.
- (4) That the said lands shall be used for the purpose aforesaid and for no other purpose.
- (5) That the Grantee, its servants, employees and workman shall have and enjoy the right to unload and store material on the said lands for the construction, erection, operation, maintenance, inspection, removal and replacement of the said power transmission lines, and to do all such other acts and things as may be necessary or requisite for the purpose of properly constructing, operating, maintaining, inspecting, removing and replacing the said power transmission lines.

- (6) That the Grantee shall at all times hereafter indemnify and keep Her Majesty indemnified against all actions, claims and demands that may be lawfully brought or made against Her Majesty and will compensate Her Majesty or any person claiming by, through or under her, for any damages done to any crops, fences or livestock on the said land or upon the land of the said Indian Reserve of which it forms a part by reason of anything done by the Grantee in the exercise or purported exercise of the rights hereby granted.
- (7) That the Grantee shall not fence the said lands or any part thereof, and Her Majesty is to be allowed free access to and use of the said lands except for building purposes, and except insofar as it may be necessary for the Grantee to use the same for the purpose of constructing, erecting, operating, maintaining, inspecting, removing or replacing its said power transmission lines.
- (8) That the Minister agrees with the Grantee that upon the Grantee, its successors and assigns, performing and observing the stipulations, provisos and conditions on its part to be observed and performed, the Grantee, its successors and assigns, shall peaceably hold and enjoy the rights hereby granted during the period as aforesaid, without any hindrance, molestation or interruption on the part of Her Majesty or any person claiming by, through, or under her.

IN WITNESS WHEREOF the Deputy Minister of Citizenship and Immigration, on behalf of the Minister of Citizenship and Immigration has hereunto set his hand and the Grantee has caused these presents to be executed and its corporate seal to be affixed hereto by its proper officers duly authorized in

that behalf, as of the day and year first above written.

SIGNED, SEALED and
DELIVERED

In the presence of

L. McCormack
As to the signature of
the Deputy Minister

Laval Fortier
Laval Fortier
Deputy Minister of Citizenship
and Immigration

British Columbia Electric Company
Limited

[Signature]
Vice-President

[Signature]
Secretary

APPROVED
SOLICITOR



MINISTRY OF FORESTS

DEC 18 1957

VICTORIA, B.C.

DATED: 11th December, 1957.

The Minister of Citizenship and
Immigration (Indian Affairs Branch)

to

BRITISH COLUMBIA ELECTRIC COMPANY LIMITED
of Vancouver, B. C.

E A S E M E N T.

for power line purposes
Pemberton Indian Reserves numbers
6 and 7
for as long as required.

Page 182

Withheld pursuant to/removed as

s.14



FILE
No.

TO

1.

Bill Clifford *A06558*

2.

4.

[Signature]

☐ AS REQUESTED

☐ CORRECTION

☐ REPLY FOR

☐ ACTION—HANDLE DIRECTLY

☐ DESTROY

☐ PREP REPLY FOR SIGNATURE OF

☐ ACTION—ADVISE ME

☐ DISCUSS

☐ RETURN TO ME

☐ ACTION COMPLETED

☐ FILE

☐ RETURNED TO YOU

☐ APPROVAL

☐ INFORMATION

☐ SIGNATURE

☐ B.F. _____

☐ INVESTIGATE and REPORT

☐

☐ CIRCULATION

☐ REPLY—YOUR SIGNATURE

☐ COMMENTS

☐ REPLY—WITH COPY TO ME

REMARKS

*From your research or
can you find out from
Region:*

*1. Is TO 359 a part
of schedule A of a Canfor
TKL? - No.*

*2. Did co. elect royalty
or stumpage? - Royalty.*

*3. Did land eliminated
become VCL (Provincial) or
IR #6 (Federal)?*

☐ ATTACHMENTS

FROM

Lfn

FS 35 LAS 82/6 (replaces FS 492)

DATE

*4. What right-of-access
applies (if any) to roads
across eliminated areas?*

MINISTRY OF FORESTS

APR - 9 1985

MAIL ROOM
VICTORIA, B.C.

Regional Manager
4595 Canada Way
Burnaby, B.C.
V5G 4L9

April 1st, 1985

File(s): TO359
TO832

Canadian Forest Products Ltd.
2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, B.C.
V7X 1B5

Attention: H.H. Boydston, R.P.F.

Dear Sir:

Reference is made to your Operating Plan for Timber Licences TO359 and TO832.

The Operating Plan for Timber Licences TO359 and TO832 is hereby approved subject to revision by the Regional Manager and the following conditions:

Section 1.21 Basic Silviculture

The minimum and target stocking levels will be in accordance with the Ministry basic silviculture stocking standard policy and Ministry site specific stocking standards.

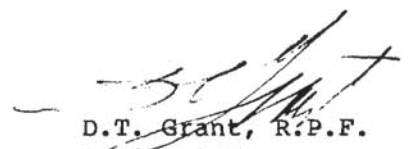
Where a brush problem or potential brush problem exists and the area is indicated for planting, a brush treatment prior to planting and if necessary an additional post planting treatment up to the end of the third growing season will be carried out as requested by the Regional Manager.

Section 1.31 Fire

An annual fire pre-organization plan will be submitted annually or as required by the District Manager.

This letter forms an integral part of the document for Timber Licences TO359 and TO832 and should be attached thereto.

Yours truly,


D.T. Grant, R.P.F.
Regional Manager

!GJS/dkw

✓
cc: Timber Management Branch, Victoria
cc: Squamish Forest District



DATE: April 2, 1985

FILE No. T.L. 125

SUBJECT: File Memo
History - Timber Lease 125 (T0359)

ATTENTION OF:

duplicate

REMARKS:

11921 *1-21*

Timber Lease 125 was issued April 1, 1891 for 30 years covering 3,696 acres, described as Lots 234 to 240 inclusive Lillooet Land District. Original Lessee was Mr. James MacLaren. Numerous renewals, assignments and eliminations have since taken place. Currently, replacement Timber Licence - T0359 held by Canadian Forest Products Ltd. - issued May 28th, 1981 under Section 21 of the Forest Act is the existing tenure. T0359 has a net area of 117 ha to date.

On July 29, 1938 - O.I.C. 1036 granted the land to Canada, in trust, for the Mount Currie Indian Band, reserving all timber within Timber Lease 125, issued to James MacLaren, 1 April 1891, or any renewal thereof and known as Lot 236 Lillooet.

In 1978 the Mount Currie Indian Band commenced research into the respective rights of the Band and Timber Licence holder Canadian Forest Products.

In 1979 the Union of B.C. Indian Chief's give notice to Canadian Forest Products that any further entry will be considered a trespass. The basis of this action is that in their opinion, the Crown Provincial had no legal right to renew Timber Lease 125, subsequent to 1924.

s.14

s.14

- 2 -

W.D. Clifford
Supervisor, Forest Status
Timber Management Branch



Province of
British Columbia

MINI
Ministry of
Forests

FORESTS
INTEROFFICE

DATE

Feb. 24, 1984

OUR FILE No T0359 (former T.L. 125)

YOUR FILE No T0359 " "

TO:

Victoria

MAIL ROOM
VICTORIA, B.C.

FROM:

Vancouver Regional Office

ATTN:

Timber Management Branch

L. Sigurdson

SUBJECT: Re trespass by the Mount Currie Indian Band
on Canadian Forest Products Ltd.'s Timber Licence 359.

Attached for your information is copy of
District trespass report and letter from Indian
and Northern Affairs. District has advised
licensee.

7

FS 297 LAS 82-4

W-110



REPORT, TIMBER TRESPASS

TRESPASS
No. 975A / 83/9
(For Regional Use)

Vancouver Forest Region District No. 13 (Squamish) December 1, 1983

1. Trespasser Mount Currie Indian Band, Box 65, Mount Currie, B.C.
(Name.) (Address.) VON 2K0

2. Date trespass commenced October, 1981

(a) Date discovered October 22, 1981 (b) Date stopped Not stopped

3. Area cut in trespass T.L. T0359 (Indian Reserve #6)
(Location.)

4. Extent of trespass 1.62
(Hectares)

5. Conditions of trespass Indian Reserve No. 6, Mount Currie, and TL #T0359.
(What lot, licence, pre-emption record, etc., was trespasser operating on when trespass occurred?)

TL#T0359 Boundary surveyed, plainly distinguishable
(Were boundaries surveyed? State condition of adjacent boundaries, whether distinct, recently marked, or otherwise.)

6. Intent of trespasser Trespasser aware that any standing timber owned
by Canfor. (Do you consider the trespasser was aware of trespass?)

7. Timber cut in trespass: Approximately 960 M³ estimate by F. Gazeley of C.F.P. (wood not scaled yet)

| Present Location | Species | Grade and Quantity | Market Value (Per unit) | Stumpage Rate (per unit) |
|-------------------|---------|--------------------|-------------------------|--------------------------|
| <u>See Sec. B</u> | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

8. Disposition of timber cut in trespass Timber removed to C.F.P.'s McNab Camp
(If any removed, give location and name of present holders. If sold, give name of purchaser and price paid.)
Booming grounds/not sold.

9. Marking A45-old mark T.L.125 and TO A359-New mark for TL#T0359.
(Was any of the timber marked? If so, give particulars.)

10. Scaling Presently being scaled (83.12.13)
(Was any of the timber scaled? If so, by whom scaled and how much?)

11. Action No seizure-wood removed by owner
(If seizure made, give date. Has owner been notified, and when? Give expense of making seizure.)

Indian Affairs have been kept informed by letter on several occasions over the past 2 years

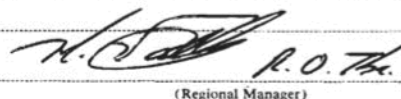
12. Cost of scaling (see section 7.211 of Manual) N/A

13. Recommendations of officer investigating Ownership of wood and lands presently under court case between Canfor and Mount Currie Indian Band.
(If more space needed attach extra sheets.)


(Officer investigating.)

Comments of Regional Manager (category?) Portions of road built in trespass is indicated in red on attached sketch. Our field staff have verified the location by making a 'tie' to the Hydro transmission towers shown in red circles.
This is considered a private trespass and the purpose of this report is for recording purposes only.

Date 84/01/23
F.S. 91-0
Revised June 1979

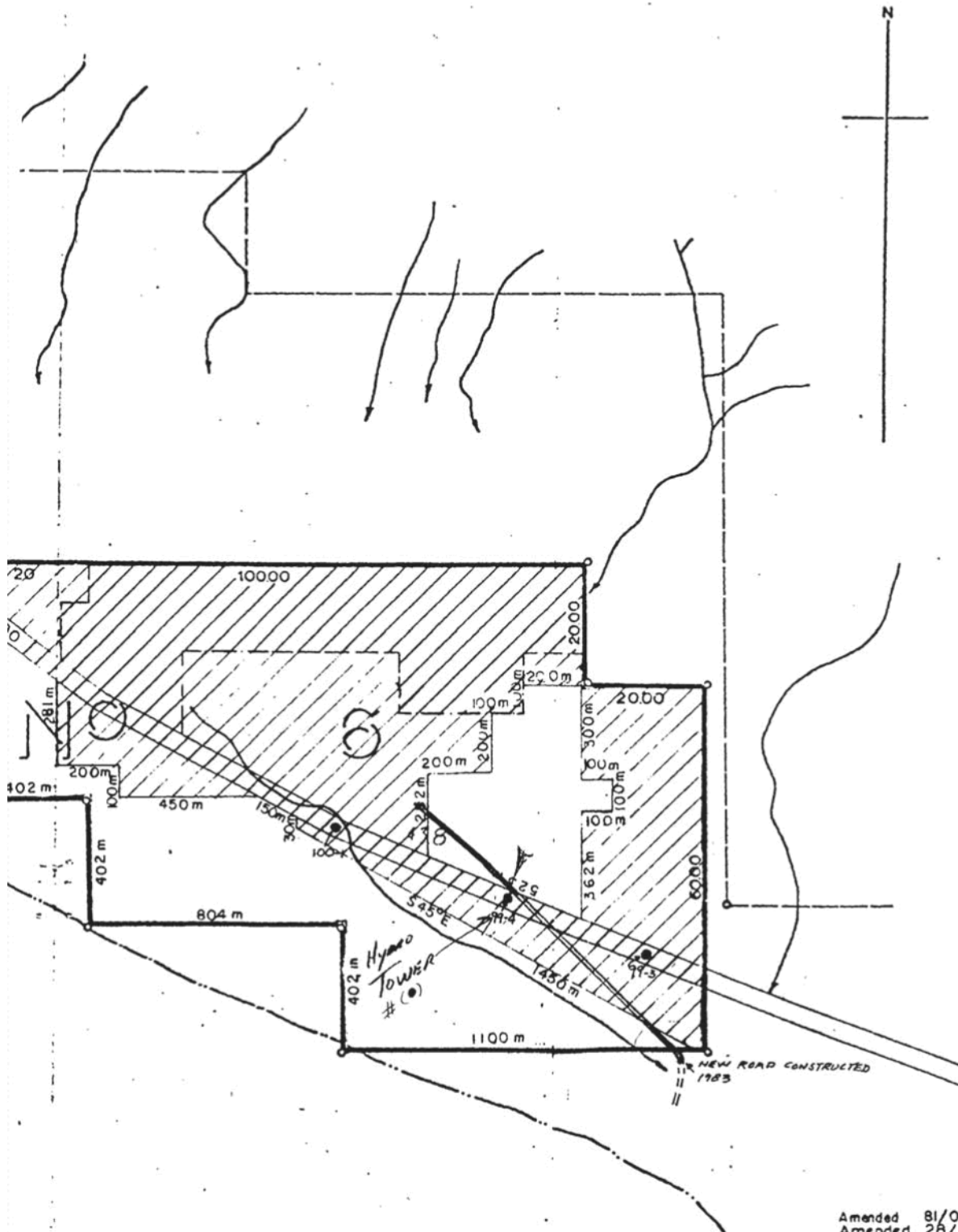

(Regional Manager)



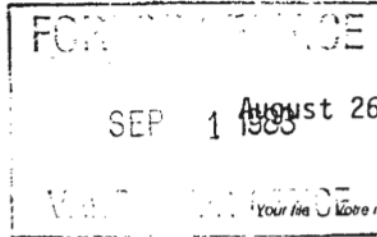
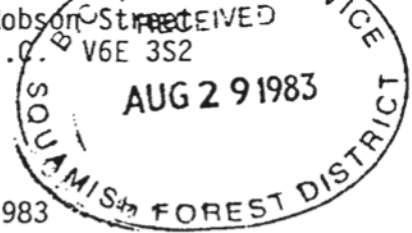
Columbia

T 0359 (Formerly T. Lease 125) LOT 236
LILLOOET LAND DISTRICT

Scale:- 1:15840



Amended 81/05/20
Amended 28/10/77
Amended 17/9/76



District Manager
Ministry of Forests
Box 1970
Squamish, B.C.
VON 3G0

Our file Votre référence 850-16-T0359

E5820-557 (RENUMBER ON REPLY)
PLEASE QUOTE FILE NUMBER

Attention: Mr. Mike Wallace
Resource Officer Timber

Dear Sir:

Canadian Forest Products and Mount Currie Band

Reference is made to your letter and enclosure dated August 12, 1983 (received August 22, 1983) with regard to a further trespass onto Timber Licence T0359.

Following receipt of your letter dated November 9, 1981 the undersigned contacted the Band by letter, explained the status of T.L.125 on Lot 236 and outlined procedures to follow to obtain the right-of-way from Canadian Forest Products. At the same time, similar information was given to this Department's project engineer in charge of the Mount Currie development.

However, prior to this, February 4, 1980, the Band had retained legal services and commenced an action against the Province of British Columbia and Canadian Forest Products alleging trespass and conversion as a result of unlawful entry by Canadian Forest Products on Indian Reserve No. 6 and the disposition of the timber thereon (based on an opinion that T.L.125 expired in 1924). The Band has not moved from this position.

Subsequent to this, Canadian Forest Products has had discussions with the Band and left a proposal authorizing the right-of-way through the lease area provided that the Band would allow Canadian Forest Products free use of the road until logging is completed in the block and other conditions. It is understood this was unacceptable to the Band and no further discussion has been possible.

.... /2

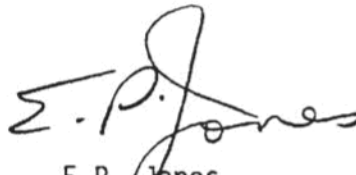
Canada

Following receipt of your August 12, 1983 letter, the Band was contacted with regard to its attendance at the proposed August 31, 1983 meeting but has declined. Since the undersigned has met with Canadian Forest Products (Mr. Dick Herring) on at least two occasions, and since this Department is not a party to the trespass, and since the Band would not be in attendance, it is felt that little could be resolved at such a meeting.

This Department takes the position that the matter of this trespass is between Canadian Forest Products and the Mount Currie Band and other than providing advice to the Band, there can be no other involvement.

Do not hesitate to contact the writer should clarification of any of the above is necessary.

Yours truly,

A handwritten signature in black ink, appearing to read "E.P. Jones". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

E.P. Jones
Head, Forestry and
Natural Resources
VANCOUVER DISTRICT
666-1353

EPJ/bc

September 2, 1983

Our File: **T0359** (Former T. Lease 125)

Canadian Forest Products Ltd.
2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, B.C.
V7X 1B5

Attention: Mr. K.M. Herring, R.P.F.
General Manager
Mainland Logging Division

Dear Sirs:

Re: Former T. Lease 125 now T0359

Thank you for your letter of July 14, 1983 concerning our request to be kept informed of developments on the Timber Licence in our letter of December 5, 1979.

Needless to say the resources of this Ministry would be available to support the validity of T.L. 125 if that is once again being brought into question by the Mount Currie Indian Band. For the present, however, it would appear that in the absence of some government involvement in the granting of permits or approvals to the Band we cannot become directly involved in trespass cutting of alienated timber by third parties.

I would, of course, expect the District Manager to keep you fully advised of any approvals or authorizations granted to third parties in the vicinity of T.L. 125 in order that you may take such action as you deem appropriate to protect your interests.

Yours truly,

TMA

T.M. Apsey
Deputy Minister

CS
c.c. Regional Manager, Vancouver - Please forward a copy of the trespass report, if trespass has occurred.

CS/cw

Marked
SEP 02 1983
CS



FILE
No.

TO *J. Guhasz* JUL 21 1983

1. *Timber report.* 3.

2. 4. *Shergold*

- | | | |
|---|---|--|
| <input type="checkbox"/> AS REQUESTED | <input type="checkbox"/> CORRECTION | <input type="checkbox"/> REPLY FOR |
| <input type="checkbox"/> ACTION—HANDLE DIRECTLY | <input type="checkbox"/> DESTROY | |
| <input type="checkbox"/> ACTION—ADVISE ME | <input type="checkbox"/> DISCUSS | <input type="checkbox"/> PREP REPLY FOR SIGNATURE OF |
| <input type="checkbox"/> ACTION COMPLETED | <input checked="" type="checkbox"/> FILE | |
| <input type="checkbox"/> APPROVAL | <input checked="" type="checkbox"/> INFORMATION | <input type="checkbox"/> RETURN TO ME |
| <input type="checkbox"/> B.F. _____ | <input type="checkbox"/> INVESTIGATE and REPORT | <input type="checkbox"/> RETURNED TO YOU |
| <input type="checkbox"/> CIRCULATION | <input type="checkbox"/> REPLY—YOUR SIGNATURE | <input type="checkbox"/> SIGNATURE |
| <input type="checkbox"/> COMMENTS | <input type="checkbox"/> REPLY—WITH COPY TO ME | <input type="checkbox"/> _____ |
| | | <input type="checkbox"/> _____ |

REMARKS

*It would be good idea
to contact Region to see
if any action required by
Victoria.*

Just note to Region.

☐ ATTACHMENTS

FROM

adr

A

DATE

JUL 20 1983



Canadian Forest Products Ltd.

and affiliated companies

July 14, 1983

T. M. Apsey, R.P.F.
Deputy Minister
Ministry of Forests
1450 Government Street
Victoria, B. C.
V8W 3E7

ACM

Dear Sir:

Re: T.L. 125 (now T.O. 359)

In response to the request in your December 5, 1979 letter, to "keep us fully advised of future developments" regarding this Timber Lease, we are copying you on our request sent to the Squamish District Manager for action and information connected with the Mount Currie Band resumption of tree felling on, and the construction of a road across, an active part of that Lease (Licence).

We trust your office will be apprised of the particulars eventually supplied to us through routine Ministry channels from the District.

Yours very truly,

CANADIAN FOREST PRODUCTS LTD.

R. M. Herring, R.P.F.
General Manager
Mainland Logging Division

RMH:mls

cc: Regional Manager, MoF

Enclosure



July 11, 1983

Mr. N. P. Gilgan, C.E.T.
District Manager
Ministry of Forests
P. O. Box 1970
Squamish, B. C.
VON 3G0

Dear Sir:

Re: T.O. 359 (Ex T.L. 125)

We have discovered that persons purportedly in the employ of the Mt. Currie Indian Band have been cutting timber on an unreverted part of the cited Timber Licence, in the same area that was the subject of a letter from your office to the Department of Indian Affairs on November 9, 1981. As before, it appears to be part of a road construction project.

May we ask you to investigate the matter through your Pemberton field office to confirm the fact that the cutting is on an active Timber Licence.

Also, would you please advise us what authority has been given to a third part to build a road across an active timber licence held in our name.

Yours very truly,

CANADIAN FOREST PRODUCTS LTD.

R. M. Herring, R.P.F.
General Manager
Mainland Logging Division

RMH:mls



COMPUTER UPDATE

Ministry of Lands, Parks and Housing
Surveys and Lands Records Branch
Status and Attribute Collection

Attention: Supervisor

Date: June 7, 1982
File: T0359
Land District: LILLOOET

Please enter/delete the above file in/from the Computer for the following Surveyed Lands:

LOT 236



COMPUTER UPDATE

Ministry of Lands, Parks and Housing
Surveys and Lands Records Branch
Status and Attribute Collection

Attention: Supervisor

Date: June 7, 1982

File: T. LEASE 125

Land District LILLOOET

Please ~~enter~~ delete the above file in/from the Computer for the following Surveyed Lands:

LOT 236

File No. T0359

FOREST SERVICE

Subject Issued to REPLACE T. Lease 125
Under Section 21 of the Forest Act

Remarks Outside T.F.L. 117 ha ✓
Effective: May 28, 1981

Daune Huie FEB 02 1982
(Signature.)

TO BE NOTED BY

ACCOUNTS

M.H.
(Signature.)

MARKS

J.P.
(Signature.)

ATLAS

C. Bell
(Signature.) - 82-04-29

LEGAL SURVEYS

(Signature.)

F.S. 45- 0

F.S. VAULT

C.M.H.

MINISTRY OF FORESTS

DEC 18 1981

MAIL ROOM
VICTORIA, B.C.

Regional Manager
355 Burrard Street
Vancouver, B.C.
V6C 2H1

Date: December 10, 1981

File: T0359

Canadian Forest Products Ltd.
2800 - 1055 Dunsmuir Street
P.O. Box 49420
Bentall Postal Station
Vancouver, B.C.
V7X 1B5


Dear Sir(s):

Enclosed please find completed copy of Timber Licence T0359.

Please note that the requirement to submit Cutting Permits contained under Condition 3.00 of the agreement is waived for a period of six (6) months commencing from the date of this letter. Operations may be conducted on the areas approved under an Operating Plan without the requirement of a Cutting Permit during this time period.

This notice forms an integral part of the above-noted document and should be attached thereto.

Yours truly,


D.T. Grant, R.P.F.
Regional Manager

/ml

cc: Victoria - Attn: Timber Management
cc: F.D. # 3 - Squamish District Office
cc: B.C. Assessment Authority, 1537 Hillside Avenue, Victoria, B.C.
V8T 4Y2 Attention: N.T. Drewry
cc: Ministry of Forests, Financial Services Branch, Room 313,
1450 Government Street, Victoria, B.C. V8E 3E7
cc: Taxation Branch, Real Property Taxation Branch, 1106 Cook St.,
Victoria, B.C. V8V 3Z9



TIMBER LICENCE

No. T 0 3 5 9

THIS LICENCE, made as of May 28th, 19 81,

BETWEEN:

THE REGIONAL MANAGER, on behalf of
HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF BRITISH COLUMBIA,

631-355 Burrard Street
.....
Vancouver, B.C.
.....
V6C 2H1
.....

(the "Licensor")

CANADIAN FOREST PRODUCTS LTD.

2800 - 1055 Dunsmuir Street

P.O. Box 49420

Bentall Postal Station

Vancouver, B.C.

V7X 1B5

(the "Licensee")

OF THE FIRST PART,

AND:

OF THE SECOND PART,

WITNESSES that, under section 21 of the *Forest Act*, the parties agree as follows:

1.00 Grant of Rights, Licence Area and Term

1.01 Subject to this Licence and in consideration of the Licensee's covenants in it, the Licensor grants to the Licensee the exclusive right during the term of this Licence to harvest all merchantable timber on Crown land in the licence area, according to operating plans and from areas specified in cutting permits issued from time to time under this Licence.

1.02 The licence area is the land shown outlined in bold black line on the map attached to this Licence, except land that is excluded in notations made on the map.

1.03 Subject to section 57 of the *Forest Act* the term of this Licence is 14 years, beginning May 28th, 19 81.

2.00 Operating Plan

2.01 Subject to paragraph 2.02, not less than 3 months prior to the date on which operations are to commence, the Licensee will submit for the Licensor's approval a proposed operating plan for the 5-year period beginning May 28th, 19 81 and for succeeding periods, as the Licensor directs by notice to the Licensee.

2.02 The operating plan approved under the agreement replaced by this Timber Licence shall, until May 28th, 1986, be deemed to be the operating plan approved under paragraph 2.06.

2.03 The Licensors, in a notice to the Licensee, may require that an operating plan be amended or replaced where

- (a) timber in the licence area is damaged by fire, wind, insects, disease, or other natural forces, or
- (b) damage is caused to a timber processing facility of the Licensee, or there is labour conflict, war, civil insurrection, adverse weather conditions, depressed markets or other circumstances beyond the Licensee's control, or
- (c) serious and unforeseen damage is caused to soils, fisheries or wildlife resources, of the licence area, and the Licensors considers that the occurrence has rendered the operating plan inadequate.

2.04 Where a notice is given under paragraph 2.03

- (a) the notice shall specify the occurrence, the extent to which the operating plan is inadequate and the nature of the change required by the Licensors, and
- (b) the Licensee will, within 6 months after the notice, submit for the Licensors's approval a proposed operating plan or a proposed amendment to the operating plan, as the case may be, to have effect during the unexpired term of the then current operating plan.

2.05 A proposed operating plan shall be prepared, signed and sealed by a registered professional forester, and shall contain such information as the Licensors requires concerning the development, protection, restoration and use of the licence area.

2.06 The Licensors will approve, from time to time, operating plans acceptable to him that specify measures to be taken by the Licensee for developing, protecting, restoring and using the licence area.

2.07 An operating plan shall be deemed to be part of, and shall be consistent with, this Licence.

3.00 *Cutting Permits*

3.01 Without the written consent of the Licensors or the District Manager the Licensee will not cut timber on the licence area except under a cutting permit issued under this Licence, or under a road permit.

3.02 On application by the Licensee the Licensors or the District Manager will, from time to time, issue cutting permits to the Licensee, to enable the Licensee to harvest all merchantable timber from the licence area during the term of this Licence according to the operating plan then in effect.

3.03 A cutting permit shall, subject to the operating plan then in effect,

- (a) authorize timber to be harvested under this Licence from a specific area of land in the licence area,
- (b) be for a term, not exceeding 3 years,
- (c) provide for the payment of stumpage rates applicable to timber harvested under it and procedures for varying the stumpage rates, where stumpage is payable in respect of the timber,
- (d) prescribe utilization standards, other cutting specifications and forest practices to be followed in timber harvesting operations carried on under it,
- (e) prescribe the specifications and standards of roads to be built on the land subject to the cutting permit,
- (f) set out procedures for assessing timber wasted and damaged by the Licensee and damages payable to the Crown for timber wasted and damaged,

- (g) specify a timber mark to be used in conjunction with the timber harvesting operations carried on under it,
- (h) be deemed to be part of this Licence, and
- (i) include such other provisions, consistent with this Licence and the *Forest Act*, as the Licensor or the District Manager determines.

3.04 The Licensee will define on the ground the boundaries of the areas authorized for harvesting under a cutting permit, unless the Licensor or the District Manager determines otherwise.

3.05 Timber cut under this Licence shall be marked according to the *Forest Act* and cutting permits, and shall, subject to the *Forest Act*, be scaled according to the *Forest Act*.

4.00 *Financial*

4.01 In addition to other money payable by the Licensee under the *Forest Act* and under this Licence, but without duplication, the Licensee will pay to the Crown, immediately on receipt of a statement issued on behalf of the Crown,

- (a) annual rent under the *Forest Act*,
- (b) in respect of timber harvested under this Licence, either
 - (i) stumpage at rates determined by a forest officer and varied under cutting permits, or
 - (ii) royalty at rates specified in the *Forest Act*, according to the election made under section 23 of the *Forest Act* in respect of this Licence,
- (c) scaling fees determined under the regulations, and
- (d) waste and damage assessments made under cutting permits.

4.02 Where the Licensor or the District Manager considers that timber harvesting or related operations that are proposed to be carried out under a cutting permit or road permit are likely to cause damage to the improvements or chattels of a lawful occupier or lawful user of Crown land, the Licensee may be required in the cutting permit or road permit

- (a) to prevent the damage from occurring,
- (b) to pay reasonable compensation to the occupier or user in respect of damage that occurs, and
- (c) to pay to the Crown a special deposit, in cash or in negotiable securities acceptable to the Minister, in the amount determined by the Licensor to be adequate security for the Licensee's performance of requirements under subparagraphs (a) and (b).

4.03 Where under a cutting permit or road permit referred to in paragraph 4.02 the Licensee

- (a) fails to prevent the damage from occurring, and
- (b) fails to pay reasonable compensation to the occupier, or user,

the occupier or user may, after at least 30 days' notice has been given to the Licensee, be paid reasonable compensation, on the Licensee's behalf, out of a deposit paid under paragraph 4.02, and for that purpose a security included in the deposit may be sold.

4.04 The Licensor will refund to the Licensee a special deposit paid under paragraph 4.02 (minus deductions made under paragraph 4.03) when the cutting permit or road permit referred to in paragraph 4.02 expires.

4.05 If this Licence is disposed of, within the meaning of the *Interpretation Act*, otherwise than bona fide by way of security, deposits held under this Licence shall be deemed to be assigned to the person taking the disposition of this Licence and the Crown shall not be bound afterward to account for the deposits to the person making the disposition.

5.00 Roads

~~5.01~~ The locations, specifications and standards of all roads to be built on Crown land by the Licensee to provide access ~~in~~ in the licence area

- (a) shall, except branch or spur roads on land that is subject to a cutting permit, be included in road permits entered into under the *Forest Act* between the Licensor or the District Manager and Licensee, and
- (b) shall be consistent with operating plans in effect from time to time.

5.02 Where any part of the expense of constructing a logging access road built to provide access to timber to be harvested under this Licence is to be applied as a credit against stumpage payable by the Licensee under section 88 of the *Forest Act* and the right of way of the road, or part of it, is to be located on private land, the Licensee will, if the Licensor in a notice to the Licensee requires,

- (a) at its own expense survey the part of the right of way located on private land and register a plan of the survey in the appropriate Land Title Office, and
- (b) deliver to the Licensor, in consideration of \$1.00, a deed of land in registerable form over the part of the right of way to be located on private land, according to and in the form set out in the notice,

but this paragraph does not apply where an election has been made under section 23 of the *Forest Act* that royalty shall be paid for timber harvested under this Licence.

5.03 Before April 1 of each year during the term of this Licence the parties will review the road system that provides access to timber to be harvested under this Licence and, after the review,

- (a) the Licensor, or the District Manager, may, in a notice to the Licensee, identify roads that are to be maintained by the Licensee for forest protection and silviculture purposes, until April 1 of the following year, and
- (b) the Licensee will maintain the roads according to the notice.

6.00 Forest Protection

6.01 Before April 1 of every year during the term of this Licence in which operations are planned, the Licensee will submit to the Licensor a fire protection pre-organization plan, including a duty roster, acceptable to the Licensor.

6.02 The Licensor will from time to time approve fire protection pre-organization plans acceptable to him.

6.03 A fire protection pre-organization plan approved by the Licensor shall be deemed to be part of the operating plan then in effect and shall be consistent with this Licence.

6.04 The Licensee's obligations under a fire protection pre-organization plan shall be in addition to and do not replace its obligations under section 121 of the *Forest Act*.

7.00 Forestry

7.01 Following the completion of timber harvesting and slash disposal operations under a cutting permit, the Licensee will carry out on the land subject to the cutting permit reforestation or other treatment for the re-establishment of forest in the manner and to the standards determined by a Forest Officer who is a registered professional forester and approved by the Licensor. ~~or the District Manager.~~

7.02 If an election has been made under section 23 of the *Forest Act* that royalty shall be paid for timber harvested under this Licence, the cost of reforestation or other treatments applied under paragraph 7.01 shall be borne by the Licensee.

8.00 *Forest Service Access*

8.01 To carry out their responsibilities the Licensor and Forest Officers may at all reasonable times use roads that provide access to timber to be harvested under this Licence and that are owned, or deemed to be owned, by the Licensee.

9.00 *Liability and Indemnity*

9.01 The Licensee will indemnify the Crown against and will save it harmless from all claims, demands, suits, causes of action, costs, expenses and losses faced, incurred or suffered by the Crown as a result, directly or indirectly, of wrongful acts and omissions on the licence area of the Licensee, and

- (a) an employee of the Licensee,
- (b) a person who performs work directly or indirectly under contract with the Licensee, and
- (c) any other person who carries on timber harvesting or related operations on the licence area with the consent of the Licensee, except
 - (i) a servant or agent of the Crown, or
 - (ii) any person who uses or occupies the licence area under rights granted by the Crown,acting within the scope of his duties.

9.02 Paragraph 9.01 does not apply to an act or omission that is a reasonable response to, and complies with, an order made on behalf of the Crown.

9.03 Where the Licensee fails to perform an obligation it is required to perform under this Licence, an operating plan, a fire protection pre-organization plan approved under paragraph 6.02, a cutting permit or a road permit

- (a) the Licensor or the District Manager may perform the obligation on the Licensee's behalf, and
- (b) the Licensee will on demand pay the Crown an amount of money equal to the reasonable costs incurred under subparagraph (a) to perform the obligation.

9.04 The Crown will indemnify the Licensee against and will save it harmless from all claims, demands, suits, actions, causes of action, costs, expenses and losses faced, incurred or suffered by the Licensee as a result, directly or indirectly, of wrongful acts or omissions on the licence area of the Crown, its employees, agents and contractors.

10.00 *Termination*

10.01 When this Licence expires, or is terminated, or if this Licence is cancelled,

- (a) cutting permits and road permits will terminate when the expiry, termination or cancellation occurs,
- (b) title to all improvements, including roads and bridges, then fixed on Crown land under this Licence shall vest in the Crown, without compensation to the Licensee, and
- (c) property in logs, and in special forest products as defined in the *Forest Act*, then on the licence area shall pass to the Crown, without compensation to the Licensee.

10.02 Subject to paragraph 10.03 if the Licensee commits an act of bankruptcy, makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency, the Licensor may cancel this Licence in a notice served on the Licensee.

10.03 The Licensor will not cancel this Licence under paragraph 10.02 unless and until

- (a) he gives notice to
 - (i) the holder of a debenture, mortgage or other debt security that charges this Licence, then registered against the Licensee under the *Companies Act*, and
 - (ii) the trustee for the holder of a bond or debenture issued under a deed of trust that charges this Licence, then registered against the Licensee under the *Companies Act*, and
- (b) a person referred to in clauses (a) (i) or (a) (ii) has had a reasonable opportunity to exercise his rights and to pursue his remedies under the deed of trust, debenture, mortgage or other debt security, including the taking of possession of the Licensee's properties and assets.

11.00 *Miscellaneous*

11.01 If the Licensor so directs the Licensee will, at its own expense, survey and define on the ground any or all boundaries of the licence area.

11.02 Where in this Licence an obligation is to be performed by the District Manager or a Forest Officer, the Licensor will cause the obligation to be performed by the District Manager or a Forest Officer.

11.03 This Licence is subject to the *Forest Act*.

11.04 Where a notice is required under this Licence, the notice shall be in writing and shall be deemed to have been given if delivered to, or if sent by prepaid registered mail addressed to, a party at the address specified for the party on the first page of this Licence, or to such other address specified by one party to the other in a notice given according to this paragraph and, subject to paragraph 11.05, where service is by registered mail the notice shall be conclusively deemed to be given on the eighth day after its deposit in a Canada Post Office at any place in Canada.

11.05 Where, between the time a notice is mailed under paragraph 11.04 and the time it is actually received by a party, there occurs a postal strike, lockout or slowdown that might reasonably affect delivery of the notice, the notice shall not be deemed to be given until the party actually receives it.

11.06 This Licence will enure to the benefit of, and be binding on, the parties and their respective heirs, executors, successors and permitted assigns.

12.00 *Interpretation*

12.01 In this Licence, unless the context otherwise requires,

- (a) "Crown" has the same meaning as in the *Interpretation Act*,
- (b) "Crown land" has the same meaning as in the *Forest Act*,
- (c) "cutting permit" means a cutting permit issued under paragraph 3.02,
- (d) "District Manager" means a district manager of a forest district in which the Public Sustained Yield Unit or Timber Supply Area, or part, is situated,
- (e) "Forest Officer" means a person who is designated as a forest officer under the *Forest Act*,
- (f) "Forest Service" means the forest service continued under the *Ministry of Forests Act*,
- (g) "harvest" includes entry on land for the purpose of cutting and removing timber, cutting the timber and removing the timber from the land,

- (h) "licence area" means the licence area described in paragraph 1.02,
- (i) "merchantable timber" has the same meaning as in the *Forest Act*,
- (j) "Minister" means minister within the meaning of the *Forest Act*,
- (k) "operating plan" means an operating plan approved under paragraph 2.05,
- (l) "person" includes a corporation and a partnership,
- (m) "Regional Manager" means the regional manager appointed under the *Ministry of Forests Act*, for the forest region in which the licence area or part is situated,
- (n) "registered professional forester" means a person registered under the *Foresters Act*,
- (o) "regulations" means regulations made under the *Forest Act*, and
- (p) "road permit" means a road permit entered into between the Licensor and the Licensee under the *Forest Act* to provide access to or in the licence area.

12.02 In this Licence, unless the context otherwise requires,

- (a) the singular includes the plural and the plural includes the singular,
- (b) the masculine, the feminine and the neuter are interchangeable, and
- (c) a reference to a series of numbers or letters, by the first and last numbers or letters of the series, includes the number or letter referred to first and the number or letter referred to last.

12.03 This Licence is divided into parts, paragraphs, subparagraphs, clauses and subclauses, illustrated as follows:

1.00 Part,

1.01 paragraph,

- (a) subparagraph,
 - (i) clause,
 - A. subclause;


and a reference to a subparagraph, clause or subclause shall be construed as a reference to a subparagraph, clause or subclause of the paragraph, subparagraph or clause, as the case may be, in which the reference occurs.

12.04 Where a section of the *Forest Act* referred to in this Licence is renumbered, the reference in this Licence shall be construed to be the section as renumbered.

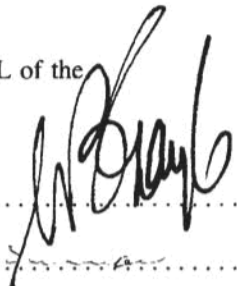
IN WITNESS to this Licence, it has been signed on behalf of the Crown and it has been executed by the Licensee.

SIGNED, SEALED AND)
DELIVERED by the Regional)
Manager, on behalf of the)
Crown in the presence of:)

..... J. Mackie)
.....)
.....)

..... 
REGIONAL MANAGER
..... VANCOUVER Forest Region

THE COMMON SEAL of the)
Licensee was affixed)
in the presence of:)

Vice-President)
..... )
Assistant Secretary)

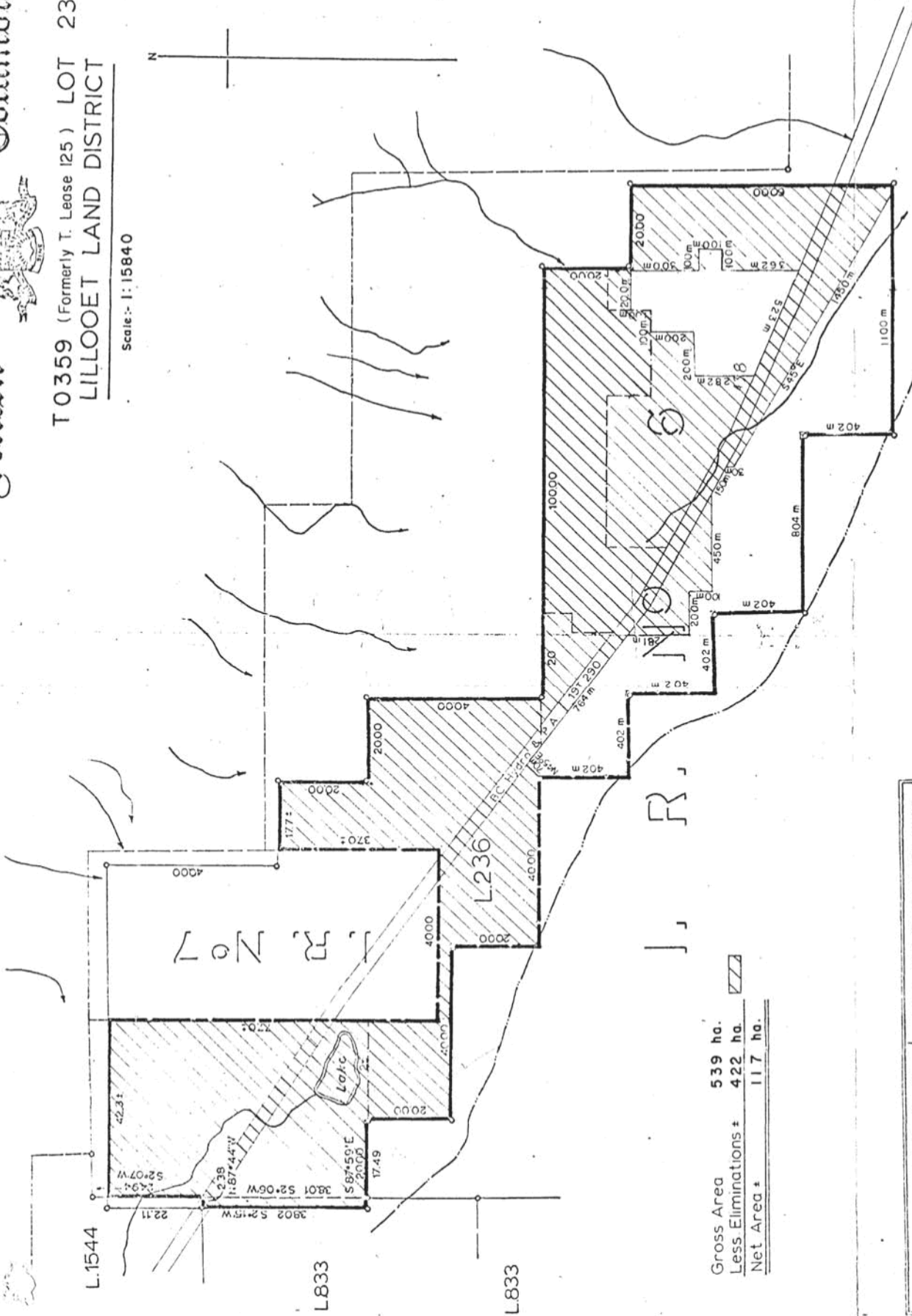
(Co. Seal)

(or)

SIGNED, SEALED AND)
DELIVERED by the)
Licensee, in the presence)
of:)

.....)
.....)
.....)

.....
(Licensee)



| | |
|-------------------|---------|
| Gross Area | 539 ha. |
| Less Eliminations | 422 ha. |
| Net Area | 117 ha. |

| | |
|---------------------------------|----------------------------------|
| Reference Map:- R 92 J/SE (d-3) | Plan:- NWD 24 T 6 & Lill. 48 T 6 |
| Made By:- Tosh | Date:- July 11 1967 |

Mr. Minister

This is a suggestion reply
to a letter from Dunbar Scott
knows hard from Yellow
by you. Do you and
we heard a reply or just
let it drop? W. L. L.

Copies on Files M-11775 and 6493-F

²²
June 16, 1928.

File: 5927/04.

Duncan C. Scott, Esq.,
Deputy Superintendent General,
Department of Indian Affairs,
Ottawa, Ont.

Dear Sir:

Your letter dated April 24, 1928, addressed to the Honourable the Minister of Lands, re Pemberton Indian Reserves Nos. 6 and 7, has been received.

In reply I beg to advise that the Department has issued a timber mark covering timber lease on Lot 236, Lillooet District. There is a conflict between Indian Reserves Nos. 6 and 7 and this timber lease, of which you are already aware. The timber lease, however, was issued in priority to the Indian Reserves. The lease did not terminate, but, under statutory provision, was made renewable and was renewed in accordance therewith. Since the Indian Reserves were approved subject to the timber lease, and since at the time of that approval there was no intention or idea of turning over to the Indian Department the timber standing on this lease, we are of the opinion that no injustice has been done to the Indian Department and that the timber lease still has priority over any title granted to the Indian Department.

Yours truly,

JS

Deputy Minister of Lands.



633196

DEPARTMENT OF INDIAN AFFAIRS

CANADA

OFFICE OF THE
DEPUTY SUPERINTENDENT GENERAL
OTTAWA



April 24th. 1928.

Dear Sir:-

236

Commissioner Ditchburn has drawn my attention to the fact that your department has issued a timber mark to a licensee for the cutting of timber on the Pemberton Indian Reserves Nos. 6 & 7 and that a mill is already in course of construction.

This Department has previously claimed that the timber on these two reserves became the property of the Indians when these reserves were confirmed by the government of the province of British Columbia on July 26th. 1923, and as the original license placed on these reserves in the year 1903 terminated in 1924 without any cutting having taken place, I am of the opinion that the re-issue or extension of the license was rightly the prerogative of this Department.

Our claim is therefore, that all dues, royalties or rentals accruing from the sale of this timber are the property of the Indians and should be credited to the Indian funds.

Yours very truly,

*copy on
file 11772-76493F*

Duncan Stewart

Deputy Superintendent General.

Hon. T. D. Patullo
Minister of Lands
Province of British Columbia.

April 20, 1928.

File: 5927-04.

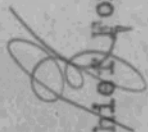
W. E. Ditchburn, Esq.,
Indian Commissioner for B. C.,
P. O. Box 666,
Victoria, B. C.

Dear Sir:

I am in receipt of your letter of the 17th instant and note your contention in connection with this conflict.

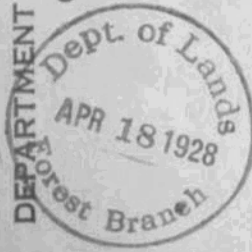
I believe you are mistaken in your statement that the rights of the North Pacific Lumber Company expired in 1924. The Indian Reserve was approved, subject to the rights of the North Pacific Lumber Company under their lease. This lease was renewable from time to time and was so renewed at the expiration of the period in 1924. The matter of dispute of title therefore seems to be one between you and the lessee. Notification of the issuance of a mark and the proposed logging was submitted to you so that you might take what action you saw fit in this matter, and is therefore far from being a breach of faith on the part of this Government.

Yours truly,


Chief Forester.



623374

DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO

No. 33/9/11431.

ALSO TO DATE OF THIS LETTER.

COMMISSIONER'S OFFICE,
P. O. BOX 566

VICTORIA, B.C., April 17, 1928.

Your file Management - 11-11775
and 5927/04.

Dear Sir:-

I beg to acknowledge receipt of your letter of the 13th instant enclosing copy of Certificate of Mark 9A No. 11775 for use on timber leased on Lot 236, Lillooet District. This mark is issued to Roger Dickey, of Owl Creek.

In reply I beg to inform you that I hereby register a protest against any operation on the said Lot 236 in view of the fact that the same is comprised within Pemberton Reserves Nos. 6 and 7, of the Pemberton band of Indians, and that these reserves were allotted and approved by the Chief Commissioner of Lands in 1905 and 1906, subject to the right of the North Pacific Lumber Company to remove the timber up to the 1st April, 1924, the original licence being issued on 1st April, 1903. Therefore, the action taken by your Branch must be considered as a breach of faith on the part of the Government of British Columbia with my Department.

WED/KD.

Yours truly,

*H. E. Ditchburn*W. E. Ditchburn,
Indian Commissioner for B. C.P. Z. Caverhill, Esq.,
Chief Forester,
Parliament Buildings,
Victoria, B. C.*Noted
G.D.*

April 13th, 1928.

W. E. Ditchburn, Esq.,
Indian Commissioner,
P.O. Box 666,
Victoria, B.C.

Refer your File 33-9-5261:
June 10, 1925.

Please refer to our Files Nos.
Management -- M-11775 and 5927/04

Dear Sir:-

For your information, I enclose
a copy of Certificate of Mark 9A No. 11775,
issued to Mr. Roger Dickey, of Owl Creek, for
use on timber leased lot 236, Lillooet District.

Yours truly,

Chief Forester.

pb

1 Encl.



DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO
No. 33/9/5261.
ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P. O. BOX 666

VICTORIA, B.C. June 10, 1925.

Your File 5097-04
and 950-07.

446306

Dear Sir:-

Attention "Superintendent".

I beg to acknowledge receipt of your letter of the 6th instant with further reference to Pemberton Indian Reserves Nos. 6 and 7 on which you inform me that your Department have renewed the timber lease, which expired on the 1st April, 1924.

In reply I beg to inform you that I recently referred the matter to my Department at Ottawa informing my superior officers of the adverse contentions held by yourself and myself with regard to the timber, and I am in receipt of a reply which states that the Department concurs in my opinion that the timber now forms part of the reserves in question and is the property of the Indians, and that the Provincial Government could not rightfully sell or dispose of the same after the passage of its order-in-council confirming the reserves. I was, however, asked to explain the attitude of my Department to you and should you still maintain your present position, I was to advise Ottawa on the subject and it would be referred to the Department of Justice for a ruling.

Your letter of the 6th therefore obviates the necessity of my taking up the question any further and I will inform my Department of the tenor of your communication which was a reply to mine of the 6th ultimo.

WED/HM.

Your obedient servant,

H. Cathcart, Esq.,
Superintendent of Lands,
Department of Lands,
VICTORIA, B.C.

W.E. Ditchburn,
Indian Commissioner for B.C.

H. E. Ditchburn

June 6, 1925.

W. E. Ditchburn, Esq.,
Indian Commissioner for B.C.,
P.O. Box 666,
Victoria, B.C.

Sir:

Please refer to File 5927-04
and 950-07. Attention
"Superintendent"

I have to acknowledge your letter of the 6th ult. File No. 33-9-5023, in the matter of Indian Reserve Nos. 6 and 7 of the Pemberton Band.

In reply I have to refer you to my former letters in this connection which set out the facts of the case, and to which I have nothing to add except to point out again that the lease in question has been renewed.

I have the honor to be,

Sir,

Your obedient servant,

HC

HC/VFVM

Superintendent of Lands.



DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO

NO. 33/9/5023.

ALSO TO DATE OF THIS LETTER

COMMISSIONER'S OFFICE,
P.O. BOX 666

VICTORIA, B.C., May 6, 1925.

Your Files 5927-04
and 950-07.

440261

Dear Sir:-

Attention Superintendent.

I have your letter of the 2nd instant again referring to Indian Reserves Nos. 6 and 7, of the Pemberton Band, and your remarks have been noted.

I have, however, to point out to you that the Schedule of New Reserves allotted by the Royal Commission on Indian Affairs was based on the Minutes of Decision of that body and therefore the one must be read with the other. This is the procedure which has been adopted since reserves were first allotted by Reserve Commissioners--a fact which you must be well aware of. These reserves were allotted by the Reserve Commissioners of 1894 and approved by the British Columbia Government in 1906, subject to the right of the North Pacific Lumber Co. cutting its timber off by the 1st April, 1924, which was expiry date of their licence. They did not do this and your Department were in error in renewing the licence. The timber on these reserves must, therefore, be considered to form part of the same.

Your obedient servant,

W.E. Ditchburn,
Indian Commissioner for B.C.

WED/HM.

H. Cathcart, Esq.,
Superintendent of Lands,
Department of Lands,
Parliament Buildings,
VICTORIA, B.C.



May 2, 1925.

Mr. W. E. Ditchburn,
Indian Commissioner for B.C.,
1220 Government St.,
Victoria, B.C.

Sir:

Please refer to Files 5927-04
and 950-07
Attention Superintendent
Your File 33/9/4703

Referring to your letter of the
17th March last in the matter of Pemberton
Indian Reserves Nos 6 and 7. I cannot agree
with you that an incorrect statement was made
in my former letter to you of the 9th of June,
1924.

My reference was to the official
list of the Indian Reserves which is that con-
tained in the Report of the Royal Commission as
amended and which was ratified and confirmed by
order-in-council.

I have to repeat that at no time
did the timber in question belong to, or form
part of the reserves in question, and the lease
covering the same has been renewed.

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

De

Superintendent of Lands.

H/V VM



DEPARTMENT OF INDIAN AFFAIRS
CANADA

IN YOUR REPLY REFER TO

NO. 53/9/4703.

ALSO TO DATE OF THIS LETTER

Your Files 5927-04
and 950-07.

COMMISSIONER'S OFFICE,
P.O. BOX 665

VICTORIA, B.C., March 17, 1925.

Dear Sir:-

Attention Superintendent.

With further reference to your letters of the 9th of June and 16th July last dealing with Pemberton Indian Reserves Nos. 6 and 7, in which the fact was mentioned that the timber licence issued to James MacLaren, on the 1st of April, 1891, covering a portion of both these Reserves, I beg to say that it is observed in your letter of the 9th of June that you state that while the Minutes of Decision of the 15th June, 1904, referring to Indian Reserve No. 6, was approved subject to the timber lease, there is no provision of that nature in the confirmation of the Reserve by the Royal Commission.

In this connection I beg to say that while you are correct in the first part of your statement, you are incorrect in the second part of the same. On the 11th of April, 1916, the Royal Commission on Indian Affairs confirmed the reserves of the Pemberton Band of Indians as described in the Official Schedule of Indian Reserves of 1913. In confirmation of this I beg to refer you to that portion of Page 686 of Volume 3 of the Report of the said Commission dealing with the Pemberton Reserve, which reads as hereunder:-

"New Westminster Agency--Pemberton Tribe.

"ORDERED: That the Indian Reserves of the Pemberton Tribe or Band, New Westminster Agency, "described in the Official Schedule of Indian Reserves, 1913, at Pages 98 and 99 thereof, and "numbered from One (1) to Eight (8), both inclusive, "BE CONFIRMED as now fixed and determined and shewn "on the Official Plans of Survey, viz.:

"No. 1--Pemberton, 188.50 acres;
No. 2--105.00 acres;
No. 3--Ne-such, 909.50 acres;
No. 4--Lokla, *16.30 acres;
No. 5--Graveyard, 1.40 acres;
No. 6--4,000.00 acres;
No. 7--320.00 acres, and
No. 8--813.00 acres."

* Less allowed right-of-way of Pacific Great Eastern Railway Co., 3.20 acres--13.10.

"Victoria, B.C., April 11th, 1916.

"Certified Correct,
C.H. Gibbons, Secretary."

See over 1-Page



(2)

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I would also refer you to Page 99 of the Official Schedule of Indian Reserves, a copy of which, I believe, you have in your Branch. Reserve No. 6 is described as being in the Lillooet District, on the left bank of the Lillooet River, north of Reserve No. 3, and comprises 4,000 acres. Please note the statement in the "Remarks" column, in which the statement is made that "The North Pacific Lumber Company have the right of cutting the timber for 21 years from the 1st of April, 1903".

I have, therefore, to state that this Department considers that the timber on this Reserve belongs to the Indians and that no renewal of the licence to the North Pacific Lumber Company should have been continued after it lapsed on the 1st of April, 1924.

Your obedient servant,

W. E. Ditchburn

W. E. Ditchburn,
Indian Commissioner for B.C.

WED/HM.

H. Cathcart, Esq.,
Superintendent of Lands,
Department of Lands,
Parliament Buildings,
VICTORIA, B.C.



July 16, 1924

W. E. Ditchburn, Esq.,
Indian Commissioner for B.C.,
P.O. Box 666,
Victoria, B.C.

Sir:

Please refer to Files 5927-04
& 950-07 Attn. "Superintendent"
Your File 33/3179

I have to acknowledge your letter of the 23rd ult. in the matter of the encroachment of Indian Reserves Nos 6 and 7 of the Pemberton Band upon Lot 236, Group 1, Lillooet District held under timber lease.

In reply I would state that I do not find that at any time this Department intimated that the timber lessees rights to cut the timber on Lot 236, Group 1, Lillooet District would terminate, as you state, when the then existing of a lease expired. The said lease was a renewal of a former lease and was issued in pursuance of the Grant Statute then in force which provided for the granting of renewals. The original lease was of prior date to the pre-emption of James Smith to which you refer, record No. 1073, and had prior rights. The pre-emption record was issued without knowledge that a conflict existed with the timber lease and as the lease was in existence when the Indian Reserves were established, the rights under the said

W. E. Ditchburn -----2-

lease take precedence and at no time did the reserves carry the right to the timber.

I cannot find anything on our records to show that any assurance was ever given by this Department that the timber rights would at any time fall into the Indian Reserves; consequently I cannot see that any breach of faith has taken place on the part of the Government of the Province with your Department as suggested by you.

I have the honour to be,
Sir,

Your obedient servant,

W. E. Ditchburn

Superintendent of Lands.

HC/V^{WM}

June 9, 1924.

Sir:

Please refer to Files 5927-04 & 950-07
Attention "Superintendent"

Having reference to Pemberton Indian Reserves Nos. 6 and 7 comprising 4000 and 320 acres, respectively, I have to advise you that it has come to light that these reserves encroach upon Lot 236, Group 1, Lillooet District. In respect to which a timber lease was issued in the name of James McLaren under date of 1st of April 1891.

It is noted that in the minute of decision dated the 15th June 1904 relating to Indian Reserve No. 6 was approved subject to this timber lease but there is no proviso of that nature in the confirmation by the Royal Commission.

Indian Reserve No. 7 was approved by the Chief Commissioner of Lands and Works on the 24th June 1907 under minute of decision dated January 17th 1907. The conflict in this case with Lot 236, seems to have been overlooked and no reference was made to it in the confirmation.

Your attention is drawn to this matter in order that there will be no misunderstanding in the future of the fact that both of these Indian Reserves must be subject to the timber lease, and that the holder of the said lease will have the right of entry to cut and remove the said timber without interference. Also that the Indians hold the lands subject to the prior rights of the said lease.

I have the honour to be,

Sir,

Your obedient servant.

W. E. Ditchburn

Superintendent of Lands.

W. E. Ditchburn, Esq.,
Indian Office,
1220 Government St.,
Victoria, B.C.
HC/VVM

June 5th, 1924.

MEMORANDUM

Lot 236, Group I, Lillooet District, 1640 acres.

Timber Lease covering the above lot was issued in the name of James MacLaren on April 1st, 1891.

- - -

Pemberton Indian Reserve, No. 6, 4,000 acres.

Minute of Decision dated June 15th, 1904 was approved by the Chief Commissioner of Lands and Works, Feb. 19th, 1905, subject to Timber Lease covering Lot 236 (See File 5927/04.)

- - -

Pemberton Indian Reserve, No. 7, 320 acres.

cc
By the time Indian Reserve No. 6, was applied for and approved, this area was held under pre-emption record 1073, dated Nov. 20th, 1903 (See File 9230/03) No mention was made on the record to the effect that the same was entirely covered by Lot 236. For a consideration of \$150.00 the pre-emptor abandoned his record in favor of the Indians after which Minute of Decision, dated Jan. 17th, 1907 covering same area was approved by the Chief Commissioner of Land and Works on June 24th, 1907 with no reference to the overlap of Lot 236. (See File 950/07)

The Royal Commission on Indian Affairs in 1916 confirmed ~~this~~ the Indian Reserves without any reference to the conflict with Lot 236.

- - -

M
June 5/24

June 5th, 1924.

MEMORANDUM

Lot 236. Group I, Lillooet District, 1,640 acres.

Timber Lease covering the above lot was issued in the name of James MacLaren on April 1st, 1891.

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Pemberton Indian Reserve, No. 6, 4,000 acres.

Minute of Decision dated June 15th, 1904 was approved by the Chief Commissioner of Lands and Works, Feb. 19th, 1905, subject to Timber Lease covering Lot 236 (See File 5927/04)

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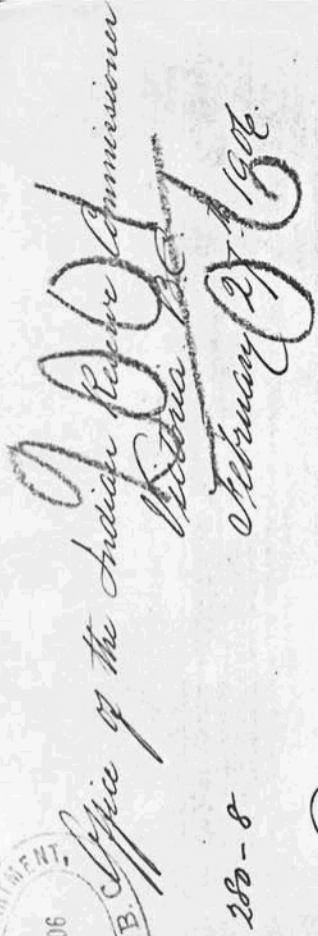
Pemberton Indian Reserve, No. 7, 320 acres.

at By the time Indian Reserve No. 6, was applied for and approved, this area was held under pre-emption record 1073, dated Nov. 20th, 1903 (See File 9230/03) No mention was made on the record to the effect that the same was entirely covered by Lot 236. For a consideration of \$150.00 the pre-emptor abandoned his record in favor of the Indians after which Minute of Decision, dated Jan. 17th, 1907, covering same area was approved by the Chief Commissioner of Land and Works on June 24th, 1907 with no reference to the overlap of Lot 236. (See File 950/07)

The Royal Commission on Indian Affairs in 1916 confirmed that ~~the~~ two Indian Reserves without any reference to the conflict with Lot 236.

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*File 950/07
June 5/24*



the re
Sir
J. H. V.

$$\begin{array}{r} 50 \\ 9239 \\ \hline 1800 \end{array}$$

I leave the honor to be
Sir.

Your obedient servant
A. J. Fowler

The Hon^{ble}
the Chief Commissioner
of Lands & Works
Victoria. BC

Dec.

Feb. 23rd 1906

Sir:-

I have the honour to acknowledge the receipt of your letter of the 21st inst. together with plan of Pemberton Reserve No. 6.

Herewith I return the said plan which has been duly approved and signed by the Chief Commissioner.

I have the honour to be,

Sir,

Your obedient servant.

E. B. McKay

Surveyor General.

A.W. Vowell, Esq.,

Indian Reserve Commissioner,

Victoria, B.C.

Col 23/10



Office of the Indian Reserve Commissioner.
Victoria, B.C.
February 21st 1906.

Sir

I have the honor to forward
herewith, for your final approval and
signature, the plotted plan of
Pemberton Reserve No 6 which has
been surveyed in accordance with
the Minute of decision approved by
you on the 16th February 1905.

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12/30
12/30
12/30

I have the honor to be
Sir.

Your obedient servant

A.W. Hault

per Cuthbert H. Green.

The Hon^{ble}
the Chief Commissioner
of Lands & Works
Victoria, B.C.



Indian Office Victoria B.C.

8-9

March 18th 1905.

Dear Sir:-

02/06/05
2008

I have the honor to acknowledge the receipt of your letter of the 16th instant, re Pemberton Meadow Indian Reserve, No. 6, together with tracing enclosed showing the timber lease-hold which covers a portion of the ground within the limits of said reserve.

A note should be made of same for future guidance.

243-213-1117

Yours truly,

Arthur
Indian Reserve Commissioner,

B.C.

W.S. Gore Esq.,

Deputy Commissioner Lands & Works,

Victoria, B.C.

8-d

V.

March 16th, 1905

Dear Sir:-

Re: Pemberton Meadow, Indian Reserve No. 6

I find that in my letter of the 14th inst. advising you that the reservation herein had been approved, I omitted to mention that such approval was subject to the timber lease covering a portion of that ground. This timber lease comprises ²³⁶ Group I, Lillooet District, and was granted to James MacLaren on the 1st, April 1891 and renewed to the North Pacific Lumber Company for 21 years from the 1st, April 1903.

For your further information and convenience I enclose a tracing upon which the Indian Reserve is marked with a yellow outline and the timber leasehold by a green tint.

Enc.

Yours truly,

W.S. CORE

Deputy Commissioner Lands & Work

A.W. Vowell Esq.,

Indian Reserve Commissioner,

Victoria, B. C.

March 14th, 1905

Sir:

I have the honour to refer to your letter of the 13th December last alluding to your communication of the 20th July 1904, in which you enclosed a Minute of Decision and sketch of a reserve of 4,010 acres allotted by you to the Pemberton Indians, and beg to advise you that the Hon. the Chief Commissioner approved the said Minute on the 16th February ultimo.

I have the honour to be,

Sir,

Your obedient servant.

W. S. GORE

A.W. Vowell Esq., Deputy Commissioner of L. & W.
Indian Reserve Commissioner,
Victoria, B.C.

Office of the Indian Reserve Commissioner
Victoria. B.C.



December 14 1904.

M.

With reference to my letter to
you of the 26th July last, No 566-7,
in which I enclosed a Minute of decision
and sketch of a reserve of 4010 acres
allotted by me to the Pemberton Indians,
I shall be glad to be informed if
the reserve has met with the approval
of the Hon. the Chief Commissioner, and
I would ask an intimation to that
effect at an early date, being near the
end of the year -

I have the honor to be
Sir.

Your obedient servant

answered
J.R.C.

The Deputy Commissioner
of Lands & Works }
Victoria. B.C.

566
JUL 21 1904
S. & W. WORKS DEPARTMENT
VICTORIA, B. C.

5997
Indian Reserve Commissioner's Office,
Victoria, B.C.
July 20th 1904
404

Sir:-

I have the honor to enclose for your information and approval a minute of decision and sketch of a reserve of 4010 acres defined by me for the use of the Indians residing at Pemberton Meadows.

The reserves for this band were originally laid off by the late Reserve Commissioner Mr. O'Reilly, and in this connection I would refer you to his report of the 31st March 1882. The conditions regarding this part of the country have in no way altered since that report was written except in so far as that the recurrence of very high water is more frequent of late years than formerly. To a great extent the lands in the valley are still held by non residents and the Indians are restricted to locations that are almost wholly covered with water during the summer and occasionally (of late years) the autumn freshets, and are not to be depended upon, therefore, for agricultural purposes.

With a view to obtain land on which their cattle could range during the floods, and on which they could grow potatoes and other garden stuff, etc., the Indians asked that a rocky ridge to the north of their reserves, and some land to the north of the Pemberton Portage, be given them. The former I found to be of very little value as a cattle range, the feed not being of a good quality and only to be found in patches. On the southern slope it consists principally of bare rocky bluffs with occasional patches of timber of small size while on the northern it is

heavily

The Chief Commissioner
of Lands & Works,
Victoria B.C.

heavily timbered; towards the wagon road there are places, not of very great extent, where, if there were any means of bringing it to market, the fir and cedar would be of value.

To the north of the wagon road, and extending to a range of very precipitous mountains, is a narrow valley that contains fairly good land in places and which is heavily timbered with Alder, Cottonwood and scrub-cedar. On both sides of the road the Indians have cleared patches where they grow potatoes and vegetables which looked well, some fruit trees also appearing especially thrifty.

Within the limits of the reserve is a Pre-emption (No. 1073) recorded by s.22 _____, on the 30th November, last. This gentleman informs me that he is uncertain whether he will not abandon his claim, and, if so, I would strongly recommend that it be thrown into the reserve, as his abandonment would be evidence of its worthlessness for white settlement.

These Indians number 261, are industrious, possessing horses and many cattle; they bear a good character, and are certainly worthy of encouragement besides which they have at times in consequence of the destruction of their crops on the low lands, suffered absolute want during the winter months, both themselves and their stock; the Government having had to contribute largely on such occasions for their maintenance.

I would draw your attention to the fact that the lines on the official plan of this part of the country, and those on the ground, differ to the extent of about twelve chains. I was therefore unable to have the survey of the reserve made until I had obtained further information as

to

which of the lines should be adopted.

The boundaries of this reserve have been made to coincide with the surveyed lines of a projected Township adjoining it on the West. No official number has as yet been given this Township, I am therefore unable to describe the reserve by Sections and Townships.

I have the honour to be,

Sir,

Your Obedient Servant,

Approved
Indian Reserve Commissioner, B.C.

V.

Subject to timber Area Lot 236
Approved, Feb 16th 1905-
P. J. Green

Chief Commissioner of
Lands & Works

— Minute of decision. —

Pemberton Indians.

Reserve No 4. A Reserve of four thousand and ten (4010) acres, situated on the Pemberton Portage about one mile from Pemberton, and on the left bank of the Lillooet river.

Commencing at a point on the left bank of the Lillooet river, the southeast corner of Lot 209 Lillooet district, and running North, an approximate distance of ten (10) chains, to the northeast corner of the said Lot; thence West forty (40) chains; thence North one hundred and sixty (160) chains; thence East eighty (80) chains; thence South forty (40) chains; thence East eighty (80) chains; thence South twenty (20) chains; thence East eighty (80) chains; thence South one hundred (100) chains; thence East forty (40) chains; thence South, an approximate distance of sixty four (64) chains to the Lillooet river, and thence following the left bank of the said river in a westerly direction to the place of commencement.

The Preemption claim No 1073, containing 320 acres, the property of Mr. ^{s.22} is not included in this reserve.

Pemberton Meadows B.C. — Indian Reserve
June 15th 1904 } Approved
Commissioner
B.C.

