HASTINGS SAW-MILL LEASE.

THIS INDENTURE made the Thirtieth day of November, Anno Domini eighteen hundred and sixty-five, between Joseph William Trutch, Chief Commissioner of Lands and Works and Surveyor-General of British Columbia, acting on behalf of the Government thereof of the first part, and the British Columbia and Vancouver Island Spar, Lumber and Saw Mill Company Limited, hereinafter, with their successors and assigns, called the said grantees, of the other part, witnesseth that in consideration of the payment already made of Fifty pounds, thirteen shillings and sixpence farthing, sterling (£50 13s. 6¼d.), in purchase of the freehold thereof, a Crown grant hath already been made unto the said grantees of all that piece or parcel of land or ground, situate on the south shore of Burrard Inlet, forming part of the old Government Reserve there, and on the map or plan hereunto annexed, marked Saw-Mill Claim, Lot one hundred and ninety-six (196), Group one (1), and colored red, and containing two hundred and forty-three acres and thirty-seven perches (243ac. 37p.), be the same more or less; to hold the same with the appurtenances to the use of the said grantees in fee. And this indenture further witnesseth that in consideration of the rents, covenants and stipulations hereinafter contained, and on the part of the said grantees to be paid, observed and performed, he, the said Joseph William Trutch, so acting as aforesaid, doth further grant and demise unto the said grantees, all and singular those pieces and parcels of land situate on the south side of English Bay, the North Arm of Fraser River, at Howe Sound and Port Neville respectively, and containing, by estimation, five thousand two hundred and fifty-four (5,254) statute acres; two thousand eight hundred and ninety-seven (2,897) statute acres; one thousand nine hundred and twenty (1,920) statute acres; and one thousand two hundred and eighty (1,280) statute acres respectively, be the same more or less, and on the map or plan hereunto annexed colored blue and marked A, B, C and D respectively, (except as hereinafter excepted), for the purpose of cutting timber and manufacturing spars and lumber and carrying on the spar and lumber trade generally, but for no other purpose whatever. With full (and save as hereinafter excepted) exclusive power, liberty, license and authority, to enter into and upon any part of the said premises, and therefrom or from any part thereof at their discretion, to cut, take, use, sell or dispose of, any trees or timber thereon, together with the right, subject to the written sanction of the Chief Commissioner of Lands and Works and Surveyor-General, as to locality, and the due erection of the mill as hereinafter mentioned, to select for purchase one thousand two hundred (1,200) acres of land at four shillings and two pence (4s. 2d.) per acre.

And also the right, subject to such said written sanction, to select enough timber land for the cutting of timber therefrom, under lease from the Crown, as shall, with the amounts of land hereinbefore mentioned, amount in the whole to fifteen thousand (15,000) acres, but so that every and any such timber cutting lease shall be subject to all the exceptions and reservations of pre-emptive and other rights herein mentioned or referred to with respect to the premises secondly hereinbefore assured or described.

And also to make any erections, buildings, mills, roads and improvements, and to do any matters or things necessary or advantageous to the full and free exercise of the aforesaid powers, or any of them, and for carrying on effectively the spar, timber, lumber and saw-mill business in or out of the said premises.

And also to take, use and divert for the general use and purposes of the proposed or any other saw-mill, to be established within any of the aforesaid limits, such water or waters not exceeding an area of ten (10) square inches, as may be deemed by such Chief Commissioner in writing necessary for such purpose, but not further or otherwise, and so nevertheless that such use shall not be to the prejudice of any public or existing private rights.

Except, and always reserved out of this lease, the right reserved or granted in favor of the British Columbia Coal Mining Company, Limited, to work for coal within the land bordering on False Creek, making up (with the coal reserve on Burrard Inlet peninsula) in all six hundred (600) acres.

Except also the lot reserved in favor of James Lowther Southey.

Except also, and always reserved to the Crown and its assigns, the right by any writing under the hand of the Governor and the Superintendent of the said Company to sanction the entry, use and occupation of, and also the cutting and use of so many of the trees upon any of the premises hereinbefore secondly described or referred to as they may find necessary for the beneficial ownership, use and occupation of any of the said ground by *bona fide* settlers or pre-emptors, or (with the sanction in writing of the Governor alone) of miners of any kind, or for municipal, naval, military or public purposes: Provided that in case of miners using any of the timber hereby demised for mining purposes, they shall, before taking the same, pay a reasonable compensation therefor.

Save and except also all public and existing private rights (if any) over any part of the premises hereinbefore described or referred to, whether of way water, Indian reserve, or otherwise.

Subject also and at the expense of the said grantees to the survey, rectification and staking out of the limits of all land in these presents assured, described or referred to by notable metes and bounds upon the ground, by and to the satisfaction of the said Joseph William Trutch, his successors in the office of Chief Commissioner of Lands and Works and Surveyor-General, or his or their agents or workmen.

To hold the premises hereby secondly described or assured unto and to the use of the said grantees for the term of twenty-one (21) years from the date hereof, rendering therefor yearly to Her Majesty, her heirs and successors, by four equal instalments, payable in advance on each of the usual quarter days in every year during the said term, the annual rent per acre of such aforesaid land (not held in fee) one half-penny sterling, and that payable in advance at the Land Office, New Westminster, without any abatement or deduction whatsoever; and the said British Columbia and Vancouver Island Spar, Lumber and Saw-Mill Company, Limited, hereby for themselves, their successors and assigns, covenant with the said Joseph William Trutch and his successors in the said office of Chief Commissioner of Lands and Works and Surveyor General, in manner following, that is to say: That the said grantees will pay the rent hereinbefore reserved by the instalments, at the times and in the manner hereinbefore mentioned, and will not assign any part of the said premises secondly hereinbefore assured or described, without the permission in writing of the said Government first had and obtained, and will at all times pay all taxes and assessments (if any) which may be made, assessed or levied for or in respect of any of the premises; and shall and will, within eighteen calendar months from the date hereof, erect, complete and maintain for the term as aforesaid, on the site granted in fee to the said grantees as aforesaid, as a mill-site or some other portion of the premises hereinbefore assured or referred to, or (with the sanction of the Chief Commissioner of Lands and Works and Surveyor-General) some other portion of the Colony of British Columbia, a steam saw-mill capable of cutting not less than fifty thousand (50,000) feet of lumber per diem, with buildings and otherwise in accordance with the prospectus hereunto annexed of the said Company; and (in order to prevent the company from holding a large tract of timber land idle during so long a term as twenty-one (21) years, shall and will, upon and from the erection and completion of the said saw-mill and appurtenances, keep and maintain the said mill in steady and constant work, except in case of accidents or repairs, and unless they shall find it necessary in the course of trade to stop from time to time, in which case it shall be incumbent on them, in any stoppage or stoppages of over three (3) months in all in any one year during the said term, to explain the same and shew good reason therefor, to the satisfaction of the Chief Commissioner of Lands and Works and Surveyor-General.

Provided always, and it is hereby expressly agreed and declared, and these presents are on this express condition, that if the said grantees shall fail to fulfil and observe all and singular the payments, covenants, and stipulations hereinbefore contained, and on their part to be paid, observed, and fulfilled, or any of them or any part thereof respectively, it shall be lawful for Her Majesty, her heirs, successors and assigns, upon three (3) calendar months' notice from the Government, under the hand of the said Joseph William Trutch, or other the Chief Commissioner of Lands and Works and Surveyor-General for the time being, to that effect, delivered at the New Westminster office of the said grantees, or affixed to some conspicuous part of the said premises, absolutely to forfeit all the rights and privileges, whether of entering and cutting timber or otherwise, hereby conveyed, or so much thereof as shall be specified in that behalf in any such notice (save that such notice shall not affect any of the said premises as shall for the time being be held in fee), and thereupon these presents (save as last above excepted) and all the rights and privileges therein contained shall, so far as in accordance with such

notice, cease and determine and be of none effect, any rule of law or equity to the contrary notwithstanding.

In witness whereof the said parties hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered by the within named Joseph William Trutch, in the presence of
(Signed) HENRY P. PELLEW CREASE, *Attorney-General.*
„ JOHN V. WOOLSEY, *Clk. Lands & Works.*
(Signed) JOSEPH W. TRUTCH. [L.S.]

Signed, sealed, and delivered by the within named British Columbia and Vancouver Island Spar, Lumber, and Saw-Mill Company, Limited.
By order of the Board of Directors,
(Signed) H. WINFIELD CRACE, *Secretary.* [L.S.]

(Signed) WILLIAM D. FRESHFIELD,
5, Bank Buildings, Solicitor.

Seen and approved,
(Signed) EDWARD STAMP.