RETURN

To an Address of the Legislative Assembly, praying for copies of all correspondence between the Chief Commissioner of Lands and Works and William Manson, Archibald McKinlay, and Patrick Gannon, in connection with a pastoral lease granted to them.

By Command.
FORBES GEO. VERNON,
Chief Commissioner of Lands and Works.

The Chief Commissioner of Lands and Works to Messrs. P. Gannon, Archibald McKinlay, and William Manson.

LANDS AND WORKS OFFICE,
Victoria, August 14th, 1872.

GENTLEMEN,—In reply to your letter, received on the 14th inst., stating that you had some time ago applied to Mr. Sanders for a lease of pastoral land adjoining your pre-emption claims, with a view to protect your cattle ranges from being taken up by other persons beyond your limits, I have the honour to inform you that the Government has decided not to issue any more pastoral leases for the present. I may further add, that no leases have been granted for several months past, and the persons to whom, I think, you refer as having applied for the range contiguous to your lands have neither received a lease nor a promise of a lease.

I shall also make a memorandum on their application of the contents of your letter, and that your interests must be guarded in the event of the Government hereafter deciding, in my absence, that leases should be issued. You may therefore rest satisfied that your rights will not be invaded.

I have, &c.,
(Signed) GEO. A. WALKEM.

TELEGRAMS.

The Chief Commissioner of Lands and Works to Messrs. Gannon, McKinlay, and Manson.

Victoria, 3rd May, 1873.

Have instructed Beak to remove sheep. See that he does, and inform me.
(Signed) ROBERT BEAVEN.

The Chief Commissioner of Lands and Works to Mr. Charles Beak.

Victoria, 3rd May, 1873.

You must not pasture sheep upon land applied for by Gannon and McKinlay.
(Signed) ROBERT BEAVEN.

The Chief Commissioner of Lands and Works to Messrs. Gannon, McKinlay, and Manson.

LANDS AND WORKS DEPARTMENT,
Victoria, 5th June, 1873.

GENTLEMEN,—I have the honour to acknowledge the receipt of your application for about four thousand acres of land as a pastoral lease, and to inform you that the Government are prepared to grant a lease of the amount above stated for a term of five years from 1st June, 1873, at a yearly rental of four cents per acre per annum, payable

either yearly or half-yearly in advance, with a survey fee of fifty dollars, and the balance of costs of survey when required. Should you wish to accept these terms please pay the rental and survey fee to Mr. Pope, the Government Agent at Clinton, and advise me accordingly.

I have, &c.,
(Signed) ROBERT BEAVEN.

Messrs. P. Gannon, Archibald McKinlay, and W. Manson to the Chief Commissioner of Lands and Works.

117 MILE HOUSE, LAC LA HACHE,
16th June, 1873.

SIR,—We have the honour to acknowledge yours of the 5th inst., and beg to state that we have complied with the conditions of the same by remitting Mr. Pope eighty dollars half-yearly rental money, and fifty dollars for the purpose of surveying the land referred to.

We have, &c.,
P. GANNON,
(Signed) ARCHIBALD MCKINLAY.
WILLIAM MANSON.

Messrs. P. Gannon, Archibald McKinlay, and William Manson to the Chief Commissioner of Lands and Works.

LAC LA HACHE, 12th September, 1874.

SIR,—With reference to our pastoral lease, we would beg respectfully to submit the following points for you consideration, viz:—

1st. We concluded to sign the lease sent us, and pay the amount demanded for account of rent first, stating afterwards what we considered we could justly object to in the terms contained in that instrument other than those mentioned in your letter of 5th June, 1873, copy of which we enclose herewith, and on which document entirely we made the several payments required from time to time for account of rent and survey fee up to 1st December, 1874.

2nd. That inasmuch as the application for the lease in the first instance was solely to save the pasture in our immediate neighbourhood, principally for the spring use of our cattle, from the encroachments of other parties with sheep, &c., we therefore object to being restricted by the lease to only the ten head per hundred acres, as our collected bands far exceed that limit. The fact is that the cattle are half the year entirely off the lands in question and fed on made hay, during which time the pasture lands are perfectly worthless, being covered with snow; the cattle besides remaining seldom on it during the summer months. By the terms required by the lease, if we should have, *even for only the few months in Spring, one head* beyond the number specified, we should be liable to lose the whole lease, besides, should we not have control of pasture we pay for, at all events for the few spring months most particularly required, to more than ten head per hundred acres, which in this case is altogether too small, and entirely defeats the object of the lease.

3rd. That not having received our lease or any document to that effect defining our rights to said pasture, since 1st June, 1873, up to date of lease, and the consequent loss to us, by no fault of ours, during that period by teamsters, packers, and others forcibly trespassing on our pasture, besides a considerable portion of our pre-emption lands being included within the red lines, and of which Mr. Hunter was duly warned by Mr. McKinlay at the time of survey, but of which apparently he has not taken notice on his sketch map, we consider that we have not only been unprotected in our rights for that period, but that we have not received due benefit for our money. We were driven to the expense of leasing the said lands by parties who are now with many others enjoying all the benefits of free pasture for their animals on Government lands.

We have concluded to submit these circumstances to you, to be taken into consideration in regard to rent and the limit allowed to pasture on the lands leased, well assured that your decision will be in accordance with reason and justice.

We have, &c.,
P. GANNON,
(Signed) ARCHIBALD MCKINLAY,
WILLIAM MANSON.

Messrs. P. Gannon, Archibald McKinlay, and William Manson to the Chief Commissioner of Lands and Works.

LAC LA HACHE,
18th December, 1874.

SIR,—We the undersigned addressed your honour on the 12th September last, without as yet receiving any reply regarding the parcel of land leased by us for pasture for our animals, and for which we had to pay rent over a year before receiving any document to protect our rights to the same, and stating the grievances resulting to us thereby.

We do not by any means wish to trespass further on your valuable time than simply to call your attention to the facts that have tended so materially to affect what we considered to be our just rights during that period, and to suggest that the same should have due weight now, or when the next call for rent is made. Will you, therefore, please inform us whether you received that letter or not, and what you may be pleased to do for us under the circumstances.

Anxiously waiting your reply,

We have, &c.,
P. GANNON,
(Signed) ARCHIBALD MCKINLAY,
WILLIAM MANSON.

The Chief Commissioner of Lands and Works to Messrs. P. Gannon, Archibald McKinlay, and William Manson.

LANDS AND WORKS DEPARTMENT,
Victoria, 26th January, 1875.

GENTLEMEN,—I have the honour to acknowledge the receipt of your letter of 12th September, 1874, in reference to your pastoral lease, and also your letter of 18th December, 1874, calling my attention to the former letter, and in reply must first apologize for not answering your letter earlier, but my time being almost wholly occupied by other matters of public affairs, and as some of the circumstances were in a manner beyond my control, and others of such a character that they cannot be immediately decided must in some measure excuse me for not having answered earlier. I must remind you, however, that upon application to this office you were protected in the pastoral right to this land in the summer of 1873, previous to the survey being made.

If cattle owned by other parties trespass on land contained in your lease you have your legal remedy. The lease issued to you is in accordance with the usual form of pastoral leases, for which I am not responsible, and it was presumable that you were aware of its provisions when making application.

The fact as stated by you of land pre-empted in your names, being contained in the lease was totally unknown to me, and could only have been positively ascertained by survey of the pre-emptions.

And I consider should it be subsequently proved upon survey, that your pre-emptions were in land so leased, and that you had occupied and improved such pre-emptions in accordance with the "Land Ordinance, 1870," from the date of record, that you could justly claim a refund of rent.

I have, &c.,
(Signed) ROBERT BEAVEN.

Messrs. P. Gannon, Archibald McKinlay, and William Manson to the Chief Commissioner of Lands and Works.

LAC LA HACHE,
14th February, 1875.

SIR,—We have the honour to acknowledge receipt of your favour of 26th January, replying to ours of the 12th September and 18th December last, in reference to our pastoral lease, in which, after stating your reasons for not answering us sooner, you proceed to state in detail your replies to our several complaints. From the general tenor of your letter, and with every desire on our part to treat the same with all due deference and respect, we regret exceedingly to perceive that the difficulties mentioned by us, and of which we had every reason to complain, have not been met in that liberal manner we had anticipated.

1st. Your honour reminds us "that we were on application to your office, protected "in the pastoral right of the land, Summer 1873, previous to the survey being made." Beyond the *single* circumstance (among many cases of trespass we could mention) of the sheep being ordered off, we are really not aware of receiving any protection whatever during that period from the Lands and Works Office, nor till the 16th July, 1874, over one year after rent being collected, did we receive any document whatever for the pasture in question; neither was it furnished then, without a letter of remonstrance from us on the subject. Whereas any authority whatever for the time being, from 1st June, 1873 to 16th July, 1874, from your office defining our rights to said pasture, pending the preparation of the regular lease, would have amply sufficed to keep all intruders off during the whole course of that summer and fall, and thus have avoided all cause for complaint on that score. We certainly paid for it and had every right to expect it. It is therefore hardly fair to charge us one year's rent for pasture that is freely open to all excepting sheep.

2nd. You state that if cattle owned by other parties trespass on land contained in our lease that we have our legal remedy; certainly, that is precisely our case, after receiving from your office the authority or lease defining our rights and boundaries; not receiving, however, any such document we were powerless, and the result was the serious grievances complained of by us as occurring during the first year, amounting to the fact that all teamsters, packers, and travellers, who chose to camp on the lands in question, with their animals, did so with perfect impunity, and the circumstance that such trespass being in no way attributable to any neglect or fault on our part, we most assuredly expected should have due weight with your honour when the next call for rent was made.

3rd. That the lease issued to us is in accordance with the usual form of pastoral leases, and for which your honour states that you are not responsible, and that it was presumable that we were aware of its provisions when making application. We beg to state that, to the extent as mentioned in your esteemed favour of the 5th June, 1873, we were not only fully prepared for, but consenting to in every respect. The other conditions however, as mentioned subsequently, in the lease were quite unexpected by us, such for instance as, that in case of any dispute or difference of opinion arising in any matter or thing connected with the lease or interpretation thereof, etc., the same to be settled finally and without appeal by the then Commissioner of Lands and Works. We do not however by any means object to this condition, as it is presumable that any gentleman occupying that position, would, on a fair representation of any trouble or difficulty arising, give a fair and equitable decision.

The next condition is more important, as affecting the limit of cattle allowed on the pasture lands, viz: not less than five and not more than ten head per hundred acres. This limit is doubtless very appropriate, as also for that part, the rate of rental charged per acre, as referring to the Thompson and Bonaparte country etc., for which it was evidently intended originally, or for pasture in continual occupation. In our case here, however, it is not only totally inapplicable, as previously mentioned (12th September, 1874) but defeats entirely the object of the lease to us. We would therefore beg that inasmuch as the Act affecting Crown Lands in British Columbia in regard to Pastoral leases leaves the Commissioner full discretionary power in the matter, that you may be pleased to see the justice of altering that limit which is altogether too small for the few spring months that the pasture is really required, to some other better suited to the circumstances of our case.

Having thus given simply a plain and truthful statement of our grievances, and that without the slightest attempt at exaggeration, and without any desire to make them the cause of a needless and perhaps tedious paper controversy, we leave the matter in your hands well assured, that when fully informed in the particulars, that your decision will be in accordance with reason and justice. Your remarks as referring to our pre-emption claims being contained in the lease, etc., are so far satisfactory, at all events we are willing as far as we are concerned to leave this matter so for the present.

Waiting your reply,

We have, &c.,

P. GANNON,

(Signed) ARCHIBALD McKINLAY.

WILLIAM MANSON.