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Transmitting by message
to
Legislative Assembly.

"An Act respecting the
Grand Trunk Pacific Railway"

James. D. Cameron
Lieutenant-Governor

HON. THE PREMIER.

BILL.

No. 74.]

[1908.



An Act respecting the Grand Trunk Pacific Railway.

WHEREAS representations have been made to the Government, on behalf of the Grand Trunk Pacific Railway Company, that the lands embraced in the Agreement which is the Schedule to this Act, together with the lands embraced in the Crown Grant to the said Company, dated 10th March, 1905, are necessary for the terminal arrangements of the Company, and it has been made to appear to the Government that the work of construction of the said railway through the Province cannot be proceeded with until such terminal arrangements have been concluded and the lands necessary therefor secured by the Company:

And whereas the said Company has procured, through the Dominion Government, from the Metlakatla Band of Indians, a surrender of all the Indian title in the lands embraced in the said Agreement, together with a grant from the Dominion Government of all its title therein, and is willing to acquire the Provincial interest upon the terms set forth in said Agreement:

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

1. The Agreement, a copy of which forms the Schedule to this Act, is hereby ratified and confirmed and declared to be legally binding upon His Majesty, the Grand Trunk Pacific Railway Company, and the Grand Trunk Pacific Town and Development Company, Limited, and His Majesty and the said Companies are hereby authorised and empowered to do whatever is necessary in order to give full effect to the Agreement, the provisions of which are to be taken as if they had been expressly enacted hereby and formed an integral part of this Act.

2. As soon as the plan of the townsite referred to in said Agreement has been approved, as provided by said Agreement, the provisions of the "Mineral Act," the "Placer Mining Act" and the "Coal Mines Act," and of all amendments to said Acts, shall cease to apply to the lands embraced in said townsite.

3. Notwithstanding anything contained in the "Land Act," it shall be lawful for the Lieutenant-Governor in Council to sell, in any way he may deem most conducive to the interests of the Province, the lots or blocks, or any portion of the lots or blocks, that will fall to the Crown under the provisions of said agreement.

SCHEDULE

THIS INDENTURE OF AGREEMENT made this 20th day of February, A. D. 1908, between His Majesty the King, in the right of His Province of British Columbia, herein represented and acting by the Honourable Frederick John Fulton, Chief Commissioner of Lands and Works of the said Province, hereinafter referred to as the Province, of the First Part;

The Grand Trunk Pacific Railway Company, hereinafter called the "Railway Company," of the Second Part; and

The Grand Trunk Pacific Town and Development Company, Limited, a Company incorporated for the purpose of acquiring, holding and managing certain lands along the line of the Railway Company, hereinafter called the "Townsite Company," of the Third Part.

Whereas negotiations have been proceeding between the Province and the Railway Company respecting the early commencement and completion of construction of the Grand Trunk Pacific Railway from its Western Terminus at Prince Rupert to the eastern boundary of the Province, the acquisition by the Railway Company of all the right, title and interest of the Province in that portion of the Metlakatla Indian Reserve, hereinafter particularly described, the grant to the Railway Company of a right of way for its railway through the Province, the exemption of said railway from taxation and other matters:

And whereas such negotiations have resulted in the following agreement between the parties:—

1. The Province, for the consideration hereinafter mentioned, agrees to sell and dispose of all its right, title and interest in and to that portion of the Metlakatla Indian Reserve more particularly described as follows:—

All those parcels or tracts of land situate, lying and being in the Southern part of the Tsimpsean Indian Reserve Number Two, in the Coast District, in the Province of British Columbia, in the Dominion of Canada, composed of a portion of Digby Island; all that portion of Kaien Island lying within the limits of the said Reserve, and a portion of the Mainland North of the said Kaien Island, together with Lakanian and Lakwilgiapsh Islands and eight small islands adjacent to Digby Island and to the said Mainland. The said islands comprising all the islands adjacent to the above-mentioned land which pertain to the said Indian Reserve, and which may be described as follows:—

Firstly: Commencing at the point on the Mainland where the east boundary of the said Reserve strikes the water's edge of the channel between the said Mainland and Kaien Island; thence north along the said boundary eleven thousand four hundred and eighty-two feet to the north boundary of a Lot numbered 443; thence S. 89° 40' 39" W. along the said north boundary of Lot 443 produced westerly, fifteen thousand five hundred and thirty feet, more or less, to a line drawn north astronomically from low-water mark at the extreme westerly point of Lakanian Island; thence south along the said line twelve thousand and four hundred feet, more or less, to the water's edge of the channel between the Mainland and Digby Island; thence easterly, following the sinuosities of the shore to the point of commencement; containing, approximately, four thousand five hundred and ninety-two acres of land, be the same more or less.

Secondly: Commencing at the water's edge, on the north-easterly shore of Digby Island, where a line drawn south astronomically from the aforesaid low-water mark at the extreme westerly point of Lakanian Island strikes the same; thence south on the said line fifteen hundred and sixty-five feet, more or less, to a line drawn east astronomically from high-water mark at the head of the large bay at the north-easterly end of the said Digby Island, known as Sh-kgeauk Bay; thence west astronomically on the said line nineteen hundred feet, more or less, to the said bay, and again west astronomically on the said line produced eight thousand eight hundred feet, more or less, to where the said line first strikes the west shore of Digby Island; thence south-easterly, northerly, westerly, south-easterly and north-westerly, following the sinuosities of the shore of the said Digby Island, to the point of commencement, and containing six thousand eight hundred and forty acres of land, be the same more or less.

Thirdly: Commencing at the point on the north-westerly shore of Kaien Island where the east boundary of the said Indian Reserve strikes the water's edge; thence south along the said boundary twenty-eight thousand four hundred and forty six feet, more or less, to the water's edge at the south-westerly shore of the said Kaien Island; thence north-westerly and north-easterly, following the sinuosities of the shore to the point of commencement; containing two thousand six hundred and eighty acres of land, be the same more or less.

Fourthly: Ten islands, described approximately as follows:—Lakanian Island, above-mentioned, lying between Digby Island and the main land, containing nineteen acres, be the same more or less; Lak-wilgiapsh Island, situated south of Lakanian Island and distant about 460 feet therefrom, containing nine acres, be the same more or less; Island Number One, adjacent to the shore of the portion of land firstly described above, containing two acres, be the same more or less; Island Number Two, situated east of Lakanian Island, and distant about 1,000 feet therefrom, containing one acre, be the same more or less; Islands Numbers Three and Four, adjacent to the easterly shore of Digby Island; containing, respectively, one acre and one acre and seventy-five hundredths of an acre, be the same more or less; Island Number Five, adjacent to the eastern shore of the peninsula at the south end of Digby Island, containing one-half of an acre, be the same more or less; and finally, Islands Numbers Six, Seven and Eight, adjacent to the south-westerly shore of Digby Island; containing, respectively, one acre and seventy-five hundredths of an acre, two acres and half an acre, and one acre and half an acre, be the same more or less, together with all rights to the foreshores and rights of access to the water which may pertain to the lands above described.

The conveyance from the Province to the Townsite Company of the above lands, hereinafter in several places referred to as the lands embraced in this Agreement, shall include (when the lands so described abut upon or form the shore of any tidal waters or the bank of any river, lake or stream) all the foreshore and riparian rights which the Province may have in the said lands, including the lands below as well as above low-water mark.

2. The Townsite Company hereby agrees to pay to the Province for the conveyance to it of all the right, title and interest of the Province in and to said lands, the sum of two dollars and fifty cents (\$2.50) per acre, to be paid from time to time as Crown Grants are received by

the Townsite Company, and to re-convey to the Province one-fourth of all lots and blocks into which the said lands shall be subdivided as hereinafter provided, after deducting land required for lanes, streets, squares, parks and such lands as the Lieutenant-Governor in Council decides are necessary for railway purposes, together with the foreshore and riparian rights in and appurtenant to said lots and blocks, including land below as well as above low-water mark, the selection of said lots and blocks to be re-conveyed to be made as follows, viz:— The Chief Commissioner of Lands and Works or the Chief Commissioner of Lands shall first select one lot or block, according as whether lots or blocks are being dealt with, and the Townsite Company shall select three lots or blocks, and so on in turn, the Chief Commissioner selecting one and the Townsite Company three of the unchosen lots or blocks until the division is made.

3. The Townsite Company agrees to lay out at Prince Rupert a townsite having an area of not less than two thousand acres. The said townsite shall consist of lands embraced in this Agreement, in the Crown Grant of the 10th March, 1905, to the Railway Company, or of lands embraced as to part in this Agreement, and as to the remainder in said Crown Grant. The survey and subdivision of said townsite shall be shown on a plan to be hereafter prepared, subject to the joint approval of the parties hereto, and when prepared and so approved to be annexed to and incorporated with this Agreement and form an integral part thereof. Said survey and subdivision shall be completed on or before the 30th day of September, A. D. 1908, and the plan thereof shall show the location of the stations and workshops of the Railway Company at said terminal, and shall also show all the lands embraced in this Agreement in said townsite, fronting on the sea or other waterway, divided into blocks having a frontage on the sea or other waterway of not less than one thousand feet, and a depth of not less than one hundred and fifty feet from high-water mark. The water ends of all streets in said subdivision running to the sea shall at all times be open so as to afford the public free and unimpeded access to the sea.

The cost of such survey and subdivision, and of all work incident thereto, shall be borne as to three-fourths thereof by the Townsite Company, and as to one-fourth thereof by the Province.

The Chief Commissioner of Lands and Works or the Chief Commissioner of Lands and the Railway Company shall jointly arrange for all surveys mentioned in this Agreement. One surveyor shall be nominated by the Chief Commissioner of Lands and Works or the Chief Commissioner of Lands and his salary shall be paid by the Railway Company as part of the cost of said surveys. All vouchers for the cost of all surveys shall be approved by the Chief Commissioner of Lands and Works or the Chief Commissioner of Lands.

Crown Grants for any portion of said townsite located on lands embraced in this Agreement shall issue as soon as the survey and subdivision of said townsite and the plan thereof have been approved as aforesaid, and by concurrent conveyance the Townsite Company shall re-convey to the Province the portions of said land falling to it.

Should the said townsite be located in whole or in part on land embraced in said Crown Grant of the 10th March, 1905, the blocks and lots into which such land has been subdivided, together with the foreshore and riparian rights of and appurtenant to said blocks and lots, including land below as well as above low-water mark, falling to the Province under the provisions of said Crown Grant, shall be conveyed to the Province on or before the first day of December, A. D. 1908.

4. Of the remaining lands embraced in this Agreement, those fronting on the sea or other waterway shall be surveyed into blocks having a frontage of not less than one thousand feet, and a depth from high-water mark of at least one hundred and fifty feet, and the balance of the lands embraced in this Agreement, and not included in the townsite, shall be surveyed into areas of not more than forty-acre blocks. The said survey, in manner approved by the Chief Commissioner of Lands and Works or the Chief Commissioner of Lands, shall be completed on or before the first day of October, A. D. 1909. Crown Grants for the lands referred to in this clause shall issue from time to time as soon as surveys thereof have been completed by the Townsite Company: the cost of such surveys to be borne as to three-fourths thereof by the Townsite Company, and as to one-fourth thereof by the Province. Concurrently with the issue of such Crown Grants to the Townsite Company, the latter shall re-convey to the Province the portions of land falling to it under the provisions of clause 2 hereof: Provided, however, that such re-conveyance shall be in full of all the interest of the Province in the lands embraced in this Agreement, and the Province shall be entitled to no further conveyance from the Townsite Company under section 32 of the Land Act, in the event of the blocks retained by the Townsite Company being, at any time hereafter, divided into town lots.

5. The lands embraced in said Crown Grant of the 10th March, 1905, not included in said townsite, fronting on the sea or other waterway, shall be surveyed and divided into blocks having a frontage on the sea, or other waterway, of not less than one thousand feet, and a depth of not less than one hundred and fifty feet from high water mark, and the remainder of the lands (if any) embraced in said Crown Grant and not included in the said townsite, and said water blocks, shall be surveyed and divided into areas of not more than forty-acre blocks. The surveys and subdivisions of the lands dealt with in this clause, which shall be at the cost of the Townsite Company and the Province, according to their respective interests, shall be completed on or before the first day of October, A. D. 1909, and conveyances to the Province of its share thereof, as provided by said Crown Grant, shall be delivered to the Province on or before the first day of December, A. D. 1909: Provided, however, that such re-conveyances shall be in full of all interests of the Province in the lands embraced in said Crown Grant, and the Province shall be entitled to no further conveyance from the Townsite Company under section 32 of the Land Act, in the event of the blocks retained by the Company being, at any time hereafter, divided into town lots.

6. The Crown Grants to the Townsite Company of lands embraced in this Agreement shall, save as varied by this Agreement, contain all the provisos that appear in the said Crown Grant of the 10th day of March, 1905, with this exception: to wit, that the Crown Grants to the Townsite Company of lands situate in said townsite shall not contain proviso number 2 relating to minerals.

7. The provisions of section 68 of the Land Registry Act, and of section 17 of chapter 24 of the Statutes of 1906, being an Act to amend the Land Act, shall not apply to the said Crown Grant of the 10th of March, 1905, or to the Crown Grants to be issued pursuant to this Agreement.

8. The Province agrees to convey to the Railway Company by a free grant a right of way not exceeding one hundred feet in width for said railway, so far as the same extends or shall extend through Crown lands in the Province of British Columbia, but the foregoing provision shall not apply to lands dealt with by this Agreement or by the Crown Grant to the Company bearing date the tenth day of March, A.D. 1905, through which two last-mentioned classes of land the Province shall grant a right of way when the location of such right of way has been approved by the Lieutenant-Governor in Council, not exceeding sixty feet in width.

9. The Province agrees by free grant to convey to the Railway Company such vacant Crown Lands as may be necessary for sidings, stations, embankments, cuts, bridges, culverts, drains, and other works and approaches thereto. The Crown Lands mentioned in this clause shall be limited to such quantity as the Lieutenant-Governor in Council may consider reasonable and necessary for the purposes of the Railway Company.

10. The Railway Company, with the consent of the Chief Commissioner of Lands and Works, or the Chief Commissioner of Lands, may take from any public lands adjacent to or near the line of the said railway, its branches or extensions, all stone, timber, gravel and other material which may be necessary for the construction of the railway in and through the Province and not elsewhere, and may also fill in upon any public lands.

11. The Province grants to the Railway Company exemption from the assessment and tax imposed by section 6 of the "Railway Assessment Act, 1907," for the period of ten (10) years from and after the completion of the railway in the Province to the satisfaction of the Minister of Public Works, but said exemption shall not extend beyond the thirty-first day of December, A.D. 1921.

12. The Railway Company hereby agrees not to expropriate any of the water front lands embraced in this Agreement or said Crown Grant of the 10th of March, 1905, which now are or hereafter may become the property of the Province, so long as said water front lands remain vested in the Crown.

13. The Railway Company agrees to commence construction within the Province, from its Pacific terminus at Prince Rupert easterly, on or before the first day of June, A.D. 1908, and thereafter continuously and with reasonable expedition to prosecute the work of construction in the Province to the eastern boundary of the Province.

14. The Railway Company agrees to purchase all material and supplies required for the construction of its railway through the Province of British Columbia from manufacturers, merchants and dealers within the Province, when such material and supplies can be purchased in desirable quantities and of equal quality, suitable for the purposes for which they are required, and upon terms equally favourable as those procurable elsewhere.

15. The workmen, labourers and servants employed in or about the construction of the said railway shall be paid such rates of wages as may be currently payable to workmen, labourers or servants engaged in similar occupations in the district in which said railway is constructed.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties.

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| Signed, sealed and delivered, in the presence of W. J. BOWSER, <i>Attorney-General.</i> | } | FREDK. J. FULTON, <i>Chief Commissioner of Lands and Works.</i> |
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THE GRAND TRUNK PACIFIC RAILWAY COMPANY,

[SEAL] By FRANK W. MORSE,
Vice-President and General Manager,
HENRY PHILLIPS,
Secretary.

THE GRAND TRUNK PACIFIC TOWN AND DEVELOPMENT
COMPANY, LTD.,

[SEAL] By FRANK W. MORSE,
Vice-President.
HENRY PHILLIPS,
Secretary.

D'ARCY TATE,
Assistant Solicitor, Grand Trunk Pacific Ry. Co.

VICTORIA, B. C.:

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1905.