

## FORT VICTORIA TREATIES CORRESPONDENCE 1849-1854

The following pages contain transcribed excerpts of contemporary correspondence related to or connected with the Fort Victoria treaties. In the case of correspondence held at the BC Archives, a scanned image of the page or pages with the relevant text has also been provided, as well as the BC Archives call number. For documents from other sources, there is only a citation and a transcript of the relevant section.

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**1. Douglas to Barclay 3 September 1849** *Fort Victoria Letters 1846-1851* HBRS 1979

“24 Some arrangement should be made as soon as possible with the native Tribes for the purchase of their lands and I would recommend payment being made in the Shape of an annual allowance instead of the whole sum being given at one time; they will thus derive a permanent benefit [sic] from the sale of their lands and the Colony will have a degree of security from their future good behaviour. I would also strongly recommend, equally as a measure of justice, and from a regard to the future peace of the colony, that the Indians Fishere’s [sic], Village Sitis [sic] and Fields, should be reserved for their benefit [sic] and fully secured to them by law.”

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**2. Barclay to Douglas [17?] December 1849** BC Archives A/C/20/Vi7 (transcript in A/C/20/Vi7A)

With respect to the rights of the natives you will have to confer with the Chiefs of the tribes on that subject, and in your negotiations [sic] with them you are to consider the natives as the rightful possessors of such lands only as they are occupied by cultivation, or had houses built on at the time when the Island came under the undivided sovereignty of Great Britain in 1846. All other land is to be regarded as waste, and applicable to the purposes of colonization. Where any annual tribute has been paid by the natives to the chiefs, a fair compensation for such payment is to be allowed.

In other colonies the scale of compensation adopted has not been uniform, as there are circumstances peculiar to each which prevented them all from being placed on the same footing, but the average rate may be stated at £1 per head of the tribe for the interest of the Chiefs, paid on signing the Treaty.

A Committee of the House of Commons, which sat upon some claims of the New Zealand Company, reported in reference to native rights in general that “the uncivilized inhabitants of any country have but a qualified Dominion over it, or a right of occupancy only, and that until they establish among themselves a settled form of Government and subjugate the ground to their own uses by the cultivation of it, they cannot grant to individuals, not of their own tribe, any portion of it, for the simple reason that they have not themselves any individual property in it.”

The principle here laid down is that which the Governor and Committee authorize you to adopt in treating with the Natives of Vancouver’s Island, but the extent to which it is to be acted upon must be left to your own discretion, and will depend upon the character of the tribe and other circumstances. The natives will be confirmed in the possession of their lands as long as they occupy and cultivate them themselves, but will not be allowed to sell or dispose of them to any private person, the right to the entire soil having been granted to the Company by the Crown. The right of fishing and hunting will be continued to them, and when their lands are registered, and they conform to the same conditions with which other settlers are required to comply, they will enjoy the same rights and privileges.”

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consequence of the labours necessary for  
the cultivation of the allotments of land  
granted to the minister of religion, and to  
such other objects as may conduce to the  
convenience and comfort of the settlers,  
and consequently to the benefit of the  
Colony. The fund to be thus appropri-  
ated (consisting, as above stated, of nine  
tenths of the proceeds of all sales) and  
the land set apart for the maintenance  
of religion, education, and other public  
purposes will, as you are already aware,  
be held in trust by the Company.

With respect to the rights  
of the natives you will have to confer  
with the Chiefs of the tribes on that  
subject, and in your negotiations with  
them you are to consider the natives as  
the rightful possessors of such land only  
as they occupied by cultivation, or had  
houses built on, at the time when the  
Island came under the immediate sove-  
reignty of Great Britain in 1782. All  
other land is to be regarded as waste,  
and applicable to the purposes of  
colonization. Where any annual tribute  
has been paid by the natives to the Chiefs,  
a fair compensation for such payment  
is to be allowed.

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of compensation adopted has not been  
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all from being placed on the same footing,  
but the average rate may be stated at

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is proposed of the title for the interest of  
the Company, and in signing the Treaty  
of Commerce, which was upon some claims of  
the Hudson's Bay Company, reported and  
referred to various rights in general,  
"that" the civilized inhabitants of any  
country have but a qualified dominion  
over it, or a right of occupancy only,  
and that until they establish among  
themselves a settled form of government,  
and subordinate the ground to their own  
uses by the cultivation of it, they cannot  
grant to individuals, not of their own  
tribe, any portion of it, for the simple  
reason that they have not themselves  
any individual property in it.

The principle here laid down  
is that which the Governor has Committee  
withheld you to adopt in dealing with  
the natives of Vancouver's Island, but  
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and will depend upon the character  
of the tribe and other circumstances.  
The natives will be confined in the  
possession of their lands as long as they  
occupy and cultivate them themselves,  
but will not be allowed to sell or dispose  
of them to any third person, the right  
to the entire soil having been granted  
to the Company by the Crown. The  
right of fishing and hunting will be  
continued to them, and when their  
lands are exhausted, and they conform

Barclay to Douglas [17?] December 1849 BC Archives A/C/20/Vi7

to the conditions with which other  
settlers are required to comply, they  
will enjoy the same rights and privileges

I am  
Sir

Your Obedt<sup>t</sup>  
Humble Serv<sup>t</sup>  
A Barclay  
S<sup>r</sup>

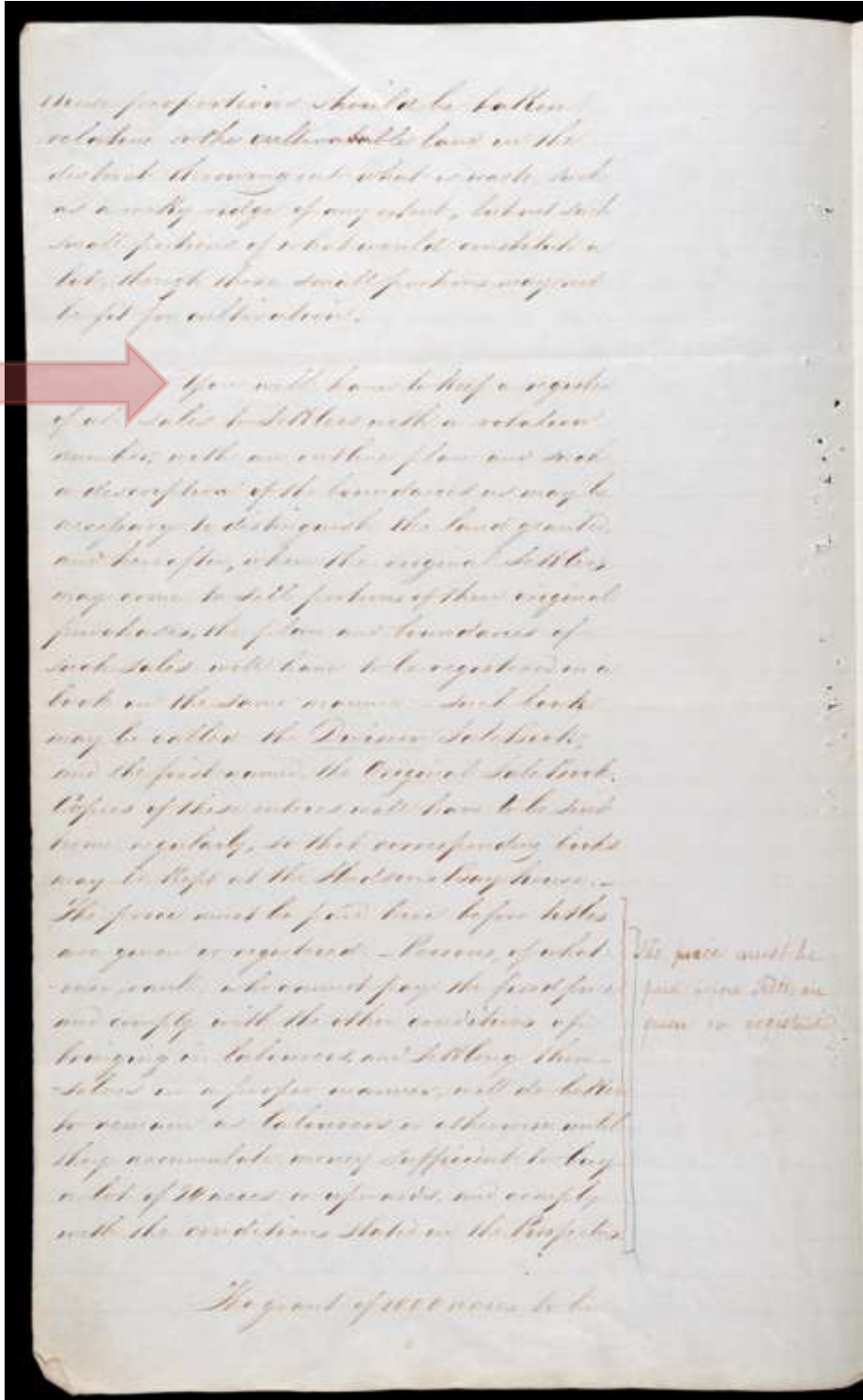


P.S. I enclose duplicate of my letter of Oct 16

Barclay to Douglas [17?] December 1849 BC Archives A/C/20/Vi7

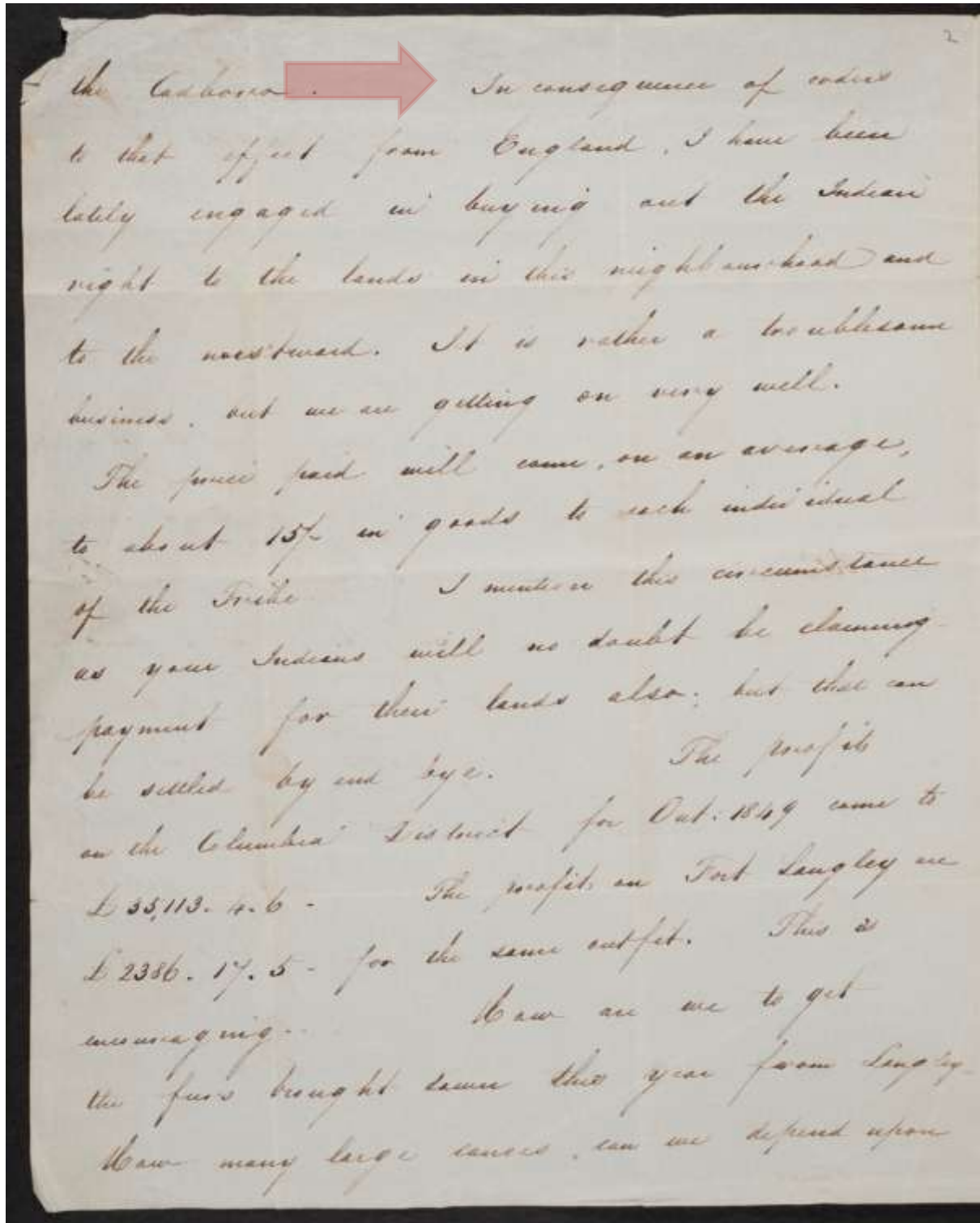
3. Barclay to Douglas 8 February 1850 BC Archives A/C/20/Vi7 (transcript in A/C/20/Vi7A)

You will have to keep a register of all sales to settlers with a rotation number, with an outline plan and such a description of the boundaries as may be necessary to distinguish the land granted, and hereafter, when the original purchases, the plan and boundaries of such sales will have to be registered in a book in the same manner: such book may be called the Division Sale Book, and the first named, the Original Sale Book. Copies of the entries will have to be sent home regularly so that corresponding books may be kept at the Hudson's Bay House. The price must be paid here before titles are given or registered.



Barclay to Douglas 8 February 1850 BC Archives A/C/20/Vi7

In consequence of orders to that effect from England, I have been lately engaged in buying out the Indian right to the lands in this neighbourhood and to the westward. It is rather a troublesome business, but we are getting on very well.



the Cathlamet. In consequence of orders  
to that effect from England, I have been  
lately engaged in buying out the Indian  
right to the lands in this neighbourhood and  
to the westward. It is rather a troublesome  
business, but we are getting on very well.  
The price paid will come, on an average,  
to about 15¢ in goods to each individual  
of the Tribe. I mention this circumstance  
as your Indians will no doubt be claiming  
payment for their lands also; but that can  
be settled by and by. The profits  
on the Columbia District for Oct. 1849 came to  
£55,113. 10. 6. The profits on Fort Langley are  
£2386. 17. 5. for the same outfit. This is  
encouraging. How are we to get  
the furs brought down this year from Langley.  
How many large canoes can we depend upon

**5. Douglas to Barclay 16 May 1850** [response to letter of Dec 1849] BC Archives A/C/20/Vi2  
(transcript in A/C/20/Vi2A); also in *Fort Victoria Letters 1846-1851* HBRS 1979

I have the honor to acknowledge your communication of December 1849, stating in a more detailed form the views of the Governor and Committee respecting the colonization of this Island, the rights of the natives, and their instructions as to the extent to which these rights are to be respected.

On the receipt of that letter I summoned to a conference, the Chiefs and influential men of the Songees Tribe, which inhabits and claims the District of Victoria, from Gordon Head on Arro Strait, to Point Albert on the Strait of De Fuca as their own particular heritage. After considerable discussion, it was arranged, that the whole of their lands, forming as before stated the District of Victoria, should be sold to the Company, with the exception of Village sites, and enclosed fields, for a certain remuneration, to be paid at once to each member of the Tribe. I was in favour of a series of payments to be made annually but the proposal was so generally disliked that I yielded to their wishes and paid the sum at once.

The members of the Tribe on being mustered were found to number 122 men or heads of families, to each of whom was given a quantity of goods equal in value to 17/ Sterling and the total sum disbursed, on this purchase £103.14.0 Sterling at Dept price. I subsequently made a similar purchase from the Clallum Tribe, of the country lying between Albert Point and Soke Inlet in consequence of the claimants not being so well known as the Songees, we adapted a different mode of making the payments, by dealing exclusively with the Chiefs, who received and distributed the payments while the sale was confirmed and ratified by the Tribe collectively. This second purchase cost about £30.0.8. I have since made a purchase from the Soke Tribe of the land between Soke Inlet and Point Sheringham, the arrangement being concluded, in this, as in the preceding purchase with the Chiefs or heads of families who distributed the property among their followers. This cost of this tract which does not contain much cultivable land was £16.8.8 The Cowetchin and other Tribes, have since expressed a wish to dispose of their lands, on the same terms; but I declined their proposals, in consequence, of our not being prepared to enter into possession, which ought to be done immediately after the purchase or the arrangement may be forgotten, and further compensations claimed by the natives. The lands purchased from the other Tribes embrace the seacoast and interior from Gordon Head on the Arro Strait, to Point Gonzales, and from thence running west along the Strait De Fuca, to Point Sheringham a distance of about 44 miles; which includes the Hudsons Bay and Pugets Sound Companys reserves.

The total cost, as before stated, is £150.3.4.

I informed the natives that they would not be disturbed in the possession of their Village sites and enclosed fields, which are of small extent, and that they were at liberty to hunt over the unoccupied lands, and to carry on their fisheries with the same freedom as when they were the sole occupants of the country.

I attached the signatures of the native Chief's and others who subscribed the deed of purchase to a blank sheet on which will be copied the contract or Deed of conveyance, as soon as we receive a proper form, which I beg may be sent out by return of Post.

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Fort, Victoria  
16 May 1850

Barclay

Archibald Barclay Esq

Sir

I have the honor to acknowledge your communication of December 1849, stating in a more detailed form the views of the Governor and Committee respecting the colonization of this Island, the rights of the Natives, and their instructions as to the extent to which these rights are to be respected.

On the receipt of that letter I summoned to a conference, the Chiefs and influential men of the Natives Tribe, which inhabits and claims the District of Victoria from Gordon Head on one Side to Bush, Albert, in the Strait of Dr. Smeathman as their own particular heritage. After considerable discussion it was arranged, that the whole of this land forming as before stated the District of Victoria, should be sold to the Company, with the exception of Village sites, and enclosed fields, for a certain remuneration to be paid at once to each member of the Tribe. I was in favour of a series of payments to be made annually but the proposal was so generally disliked that I yielded to their wishes and paid the sum at once.

The members of the Tribe on being mustered were found to number 122 men or heads of families, to each of whom was given a quantity of goods equal in value to 100 Sterling and the total sum disbursed on this purchase was 12200 Sterling at 100 p. per 100. I subsequently made a similar purchase from the Clallam

Douglas to Barclay 16 May 1850 BC Archives A/C/20/Vi2

toke of the country lying between Alford Point, and Sute-  
Sute, in consequence of the claimants not being so well  
informed as the English we adopted a different mode of  
making the payments, by dealing exclusively with the  
Chiefs, who received and distributed the payments  
while the sale was confirmed and ratified by the  
Sute collectively. This second purchase cost  
about £30,000. I have since made a purchase from  
the Sute Sute of the land between the Sute, and  
Point, Shoungham, the management being conducted  
in this as in the preceding purchase with the  
Chiefs as heads of families who distributed the  
property among their followers. The last of  
this tract, which was not, contain much  
cultivable land was £10,000. The British  
and other Sutes, have since expressed a wish to  
dispose of their lands, on the same terms but I  
declined their proposals in consequence of our not  
being prepared to enter into possession, which ought  
to be done immediately after the purchase  
or the arrangements may be forgotten and further  
compensation claimed by the natives. The land  
purchased from the other Sutes since the Seaman  
and Indians from Under Head on the East Coast, to  
Point Gonzales and from thence running coast  
along the Strait de Juan, to Point, Shoungham,  
a distance of about 24 miles, which includes the  
Hudson Bay and Puget Sound Companies territories.

The total cost, as before stated is £110,000.  
I informed the natives that they would  
not be disturbed in the possession of their village  
sites and enclosed fields, nor of any other  
settlement, and that they were at liberty to hunt over  
the unoccupied lands, and to carry on their fisheries  
with the same freedom as when they were the sole

occupants of the country.

I attached the signatures of the  
native Chiefs and others who subscribed the deed  
of purchase to a Blank sheet, of which will be copied  
the contract, or Deed of conveyance, as soon as we  
receive a paper from which I by may be sent out,  
by return of Post. The other matters referred to in  
your letter will be duly attended to.

I have the honor to be  
Sir

Your Obedient Servant,  
James Douglas.

received in London 7<sup>th</sup> Aug.

Fort Victoria 16<sup>th</sup> May 1850

Archibald Barclay Esq<sup>r</sup>

Sir

I have to acknowledge the  
receipt on the 8<sup>th</sup> Inst. of your letter of the  
8<sup>th</sup> Feb<sup>r</sup>, by the Seneca Envoys direct from  
St. Francis co.

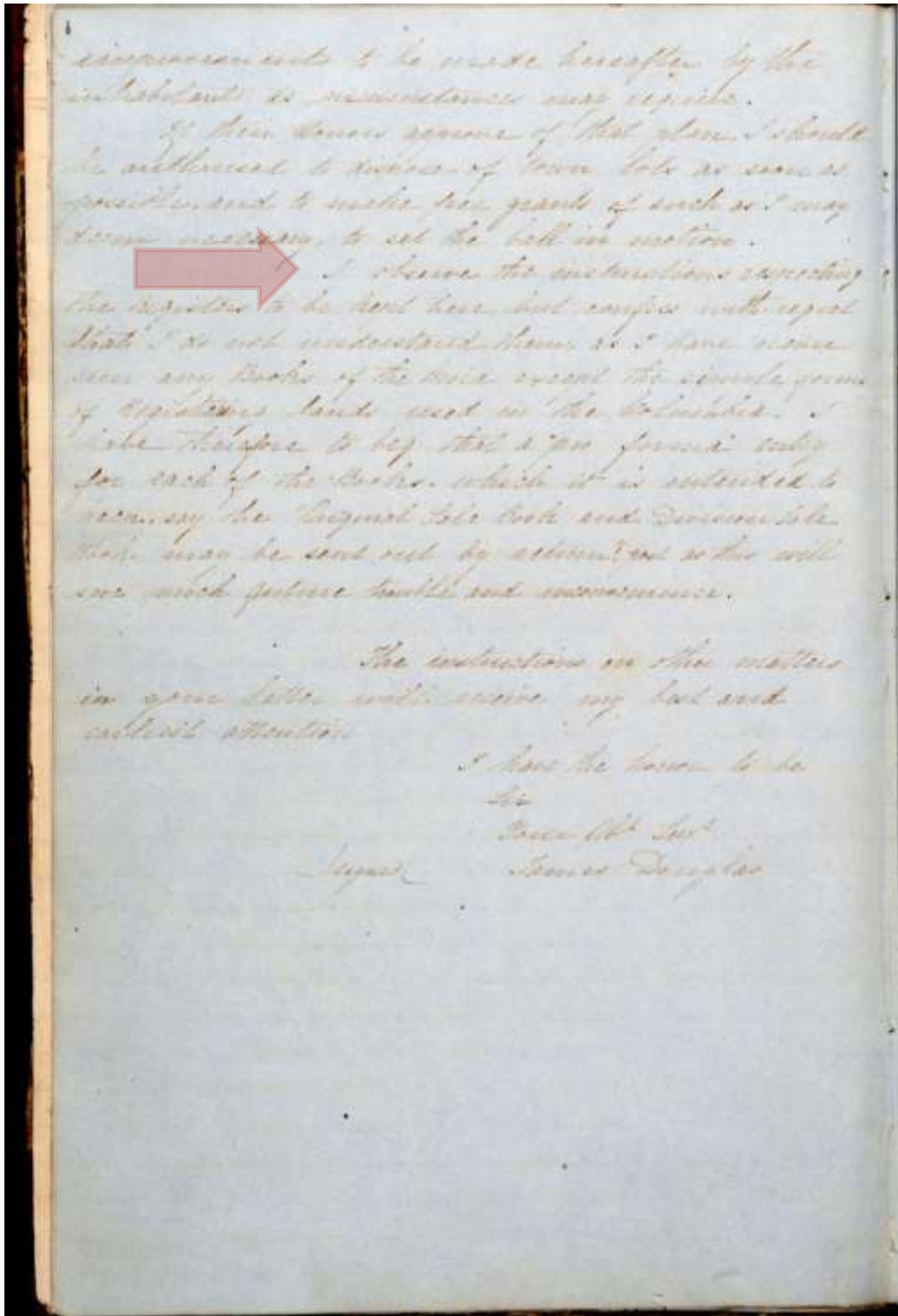
The instructions shown respecting  
a reserve of 100 acres of land for Captain Grant,  
in the vicinity of his farm, will meet with  
attention.

The communications noted in  
the margin of your letter, has been received,  
as will be observed, by the references to them  
in my several letters to your address.

I am most happy to learn  
that the Governor and Committee approve of  
the advances made to Captain Grant on his first  
arrival in this colony. I have ceased  
making further advances on his account since

6. Douglas to Barclay 16 May 1850 [response to letter of 8 Feb 1850] BC Archives A/C/20/Vi2 (transcript in A/C/20/Vi2A); also in *Fort Victoria Letters 1846-1851* HBRS 1979

I observe the instructions respecting the Registers to be kept here, but confess with regret, that I do not understand them, as I have never seen any books of the kind except the simple forms of Registering lands used in the Columbia. I have therefore to beg that a pro-forma entry for each of the Books which it is intended to keep say the 'Original Sale Book' and 'Division Sale Book' may be sent out by return of post, as this will save much future trouble and inconvenience.



Douglas to Barclay 16 May 1850 BC Archives A/C/20/Vi2

**7. Barclay to Douglas 16 August 1850** (sent as enclosure to letter of 23 August) BC Archives  
A/C/20/Vi7

12 The Governor and Committee very much approve of the measures you have taken in respect of the lands claimed by the Natives. You will receive herewith the form of Contract or Deed of Conveyance to be used on future occasions when lands are to be surrendered to the Company by the Native Tribes. It is a copy with hardly any alteration of the Agreement drafted by the New Zealand Company in their transactions of a similar Kind with the natives there. The Lands retained you will enter in the Register Book hereafter described. [no description in this letter]

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Form of Agreement for purchases of Land from Natives of Vancouvers Island.

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Know all Men, We, the Chiefs and People of the Tribe called \_\_\_\_\_ who have signed our names and made our marks to this Deed on the \_\_\_\_\_ day of \_\_\_\_\_ On Thousand Eight Hundred and \_\_\_\_\_ do consent to surrender Entirely and for ever to James Douglas the Agent of the Hudsons Bay Company in Vancouver's Island that is to say, for the Governor Deputy Governor and Committee of the same the whole of the lands situate and lying between \_\_\_\_\_

The condition of our understanding of this sale is this that our village sites and Enclosed Fields are to be kept for our own use, for the use of our Children, and for those who may follow after us; and the lands shall be properly surveyed hereafter; it is understood however that the land itself, with these small exceptions becomes the Entire property of the White people for Ever; it is also understood that we are at liberty to hunt over the unoccupied lands, and to carry on our fisheries as formerly.

We have received as payment £ \_\_\_\_\_ In token whereof we have signed our names and made our marks at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ One thousand Eight hundred and \_\_\_\_\_

(here follow the Indian Signatures)

Witnesses )  
              )  
              )

10 Mr C. F. North in his letter of Feb 15<sup>th</sup> 1849 mentions that coal was said to be abundant at Taakwanah. If this be so, it would be much more advantageous to take it from that quarter than from the East side of the Island. That locality should therefore be carefully surveyed previous to the Machinery which is about to be sent on being fixed where the present shaft is sunk.

11 It is desirable that you should continue to report upon the mining operations as they proceed - what progress is made - what quantity may be expected from the labour of the Indians - the cost at which the Coals are now procured - the estimated cost in future &c.

12 The Governor and Committee very much approve of the measures you have taken in respect of the lands claimed by the Natives - You will receive herewith the form of Contract or

or Deed of Conveyance to be used on future occasions when lands are to be surrendered to the Company by the Native Tribes. It is a copy with hardly any alteration of the agreement adopted by the New Zealand Company in their transactions of a similar kind with the Natives there. The Land retained you will enter in the Register Book hereafter described.

13 The Committee approve of your determination not to make further advances to Captain Grant, but they are much surprised that you should have proposed to him to make a survey of the district of Orotara at the rate of \$10 per day after he had given up his appointment of £100 per annum for two years for all the surveys he could make in his spare time, and although you are of opinion that he never would have accomplished what he undertook to do. It appears from some letters (of the 15<sup>th</sup> March) that he had not

Barclay to Douglas 16 August 1850 (enclosure to letter of 23 August) BC Archives A/C/20/Vi7

Form of Agreement for purchase of Land from Natives  
of Vancouver's Island. - - - - -

Know all Men, We, the Chiefs and People of the  
Tribe called \_\_\_\_\_ who have signed our  
names and made our marks to this Deed on the  
\_\_\_\_\_ day of \_\_\_\_\_ One Thousand  
Eight hundred and \_\_\_\_\_ do consent to surrender  
entirely and for ever to James Douglas the Agent  
of the Hudson's Bay Company in Vancouver's Island  
that is to say, for the Governor Deputy Governor  
and Council of the same the whole of the lands  
situate and lying between \_\_\_\_\_

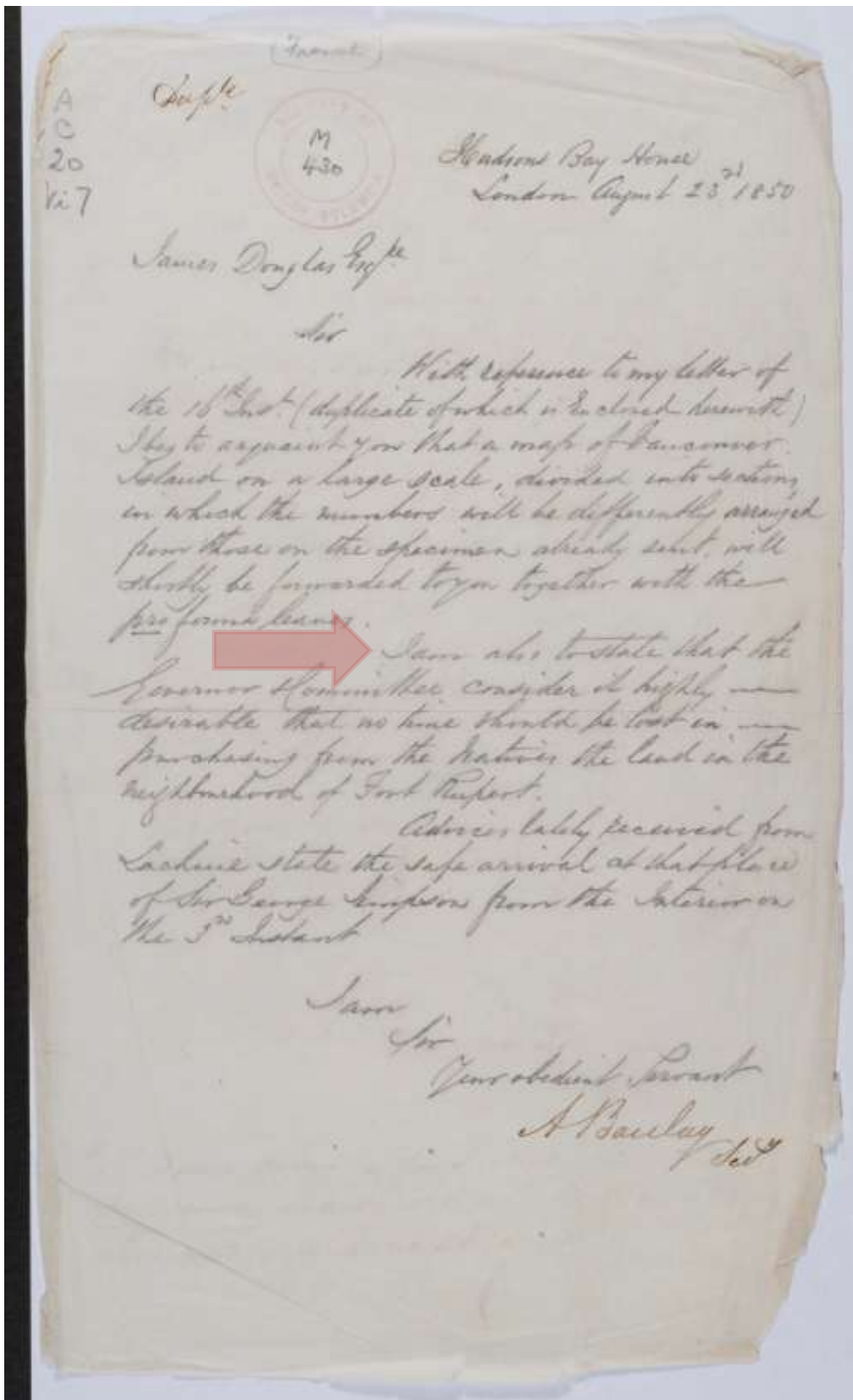
The Condition of our understanding of this  
Sale is this that our village sites and Enclosed fields  
are to be kept for our own use, for the use of  
our Children, and for those who may follow after  
us; and the lands shall be properly surveyed  
hereafter; it is understood however that the  
land itself, with these small exceptions becomes  
the entire property of the white people for ever;  
it is also understood that we are at liberty to hunt  
over the unoccupied lands, and to carry on our  
fisheries as formerly. We have received as  
payment \_\_\_\_\_ In token whereof we  
have signed our names and made our marks  
at \_\_\_\_\_ on the \_\_\_\_\_ day of  
One thousand Eight hundred  
and \_\_\_\_\_

(here follow the Indian signatures)

Witnesses - }

8. Barclay to Douglas 23 August 1850 BC Archives A/C/20/Vi7

I am also to state that the Governor & Committee consider it highly desirable that no time should be lost in purchasing from the Natives the land in the neighbourhood of Fort Rupert.



Barclay to Douglas 23 August 1850 BC Archives A/C/20/Vi7



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**9. Douglas to Barclay 16 November 1850** *Fort Victoria Letters 1846-1851* HBRS 1979

21 I will as soon as possible enter into arrangements with the natives of Fort Rupert, for the purchase of the land in the neighbourhood of that Establishment.

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**10. Douglas to Barclay 29 January 1851** *Fort Victoria Letters 1846-1851* HBRS 1979

11 The other charges against the Colony for the past year are as follows vizt.

...

Payments to the Indians for purchase of lands                      2,130.00

...

In the above statement the supplies are valued at our Cash Tariff, which is over 200 per Cent on the London cost, if valued at the District Transfer price 33 ⅓ per Cent on the London Cost these charges would be as under vizt.

...

Payments to the Indians for purchase of lands as above    150.3.4

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**11. Blanshard to Earl Grey 12 February 1851** 4441, C.O.305/3

The Agent of the Hudson Bay Company has presented me an account for signature being a voucher of the balance between the amount expended by the Hudson's bay company on the colony, and the receipt of duties, sales, royalties &c collected in the colony. ¶The Account asserts that they have expended \$2736 (dollars) of which \$2130 (dollars) are for goods paid to Indians to extinguish their title to the land about Victoria and Soke harbours, the remainder also for goods paid also to Indians for work done for the colony, provisions and ammunition for the same Indians. The receipts amount to \$1489 (dollars) (from which 10 per cent is to be deducted according to the charter of grant to the Hudsons bay Company) and consists entirely of royalties on coal for the last two years, land sales there are none, as I have previously informed your Lordship. On examining the account I found that for the goods paid to the Indians a price was charged three times as great as what they are in the habit of paying them at, for their own work; respecting this and some inaccuracies I detected in the account I addressed a letter to the agent; he corrected the errors but made no alteration in the prices, and in the course of the conversation gave me to understand that they did not expect the charter of grant to be renewed at the expiration of the five years (January 1854) and that then they would be entitled to a reimbursement of their expenditure. At this rate they may continue for the next three years paying away a few goods to Indians to extinguish their claims to the soil, and by attaching an ideal value to their goods they will at the end of that time appear as creditors of the colony to an overwhelming amount, so that the foundation will be laid of a colonial debt, which will for ever prove a burden.

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**12. Douglas to Barclay 24 February 1851** *Fort Victoria Letters 1846-1851* HBRS 1979

21 A party of Natives from the Gold District, a weak tribe oppressed by all their neighbours visited Fort Simpson last autumn. ....

22 They made an offer of their lands to the Company at a price to be agreed upon hereafter and begged hard that people might be sent immediately to form an establishment there. ....

30 We have concluded an arrangement with the Chiefs of the Quakeolth Tribe, for the purchase of the land about Ft. Rupert, extending from McNeills harbour to Hardy Sound, which the purchase also includes – The agreement was formally executed by all the chiefs, in consideration of a payment of Goods, Amounting at Inventory prices to £64. Stg.

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**13. Colonial Office to Pelly 4 June 1851** (draft) 4441, C.O.305/3

I am directed by Earl Grey to transmit to you for any observations which the Hudson's Bay Company may have to offer the accompanying Extracts from a Despatch from the Governor of Vancouver's Island on the subject of the goods paid to the Indians to extinguish their titles to Lands. [see Blanshard to Earl Grey 12 February 1851]

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14. Douglas to Barclay 2 November 1851 BC Archives A/C/20/Vi2 (transcript in A/C/20/Vi2A); also in *Fort Victoria Letters 1846-1851* HBR 1979

5 Mr. Pemberton is still busily engaged with the survey, being now employed on the Coast of the Canal de Arro, north of Mount Douglas . . .

19  
Mr. Pemberton is still busily engaged with the survey, being now employed on the Coast of the Canal de Arro, north of Mount Douglas, and as the weather is fine he expects to get through a good deal of work before the winter sets in.

I herewith transmit a copy of my first communication to the Colonial Office which I trust may meet with the approval of the Governor, & Committee

I have the honor to be  
Sir  
Your obt. Servt  
James Douglas

received 12<sup>th</sup> March  
Fort Victoria  
24. Nov. 1851

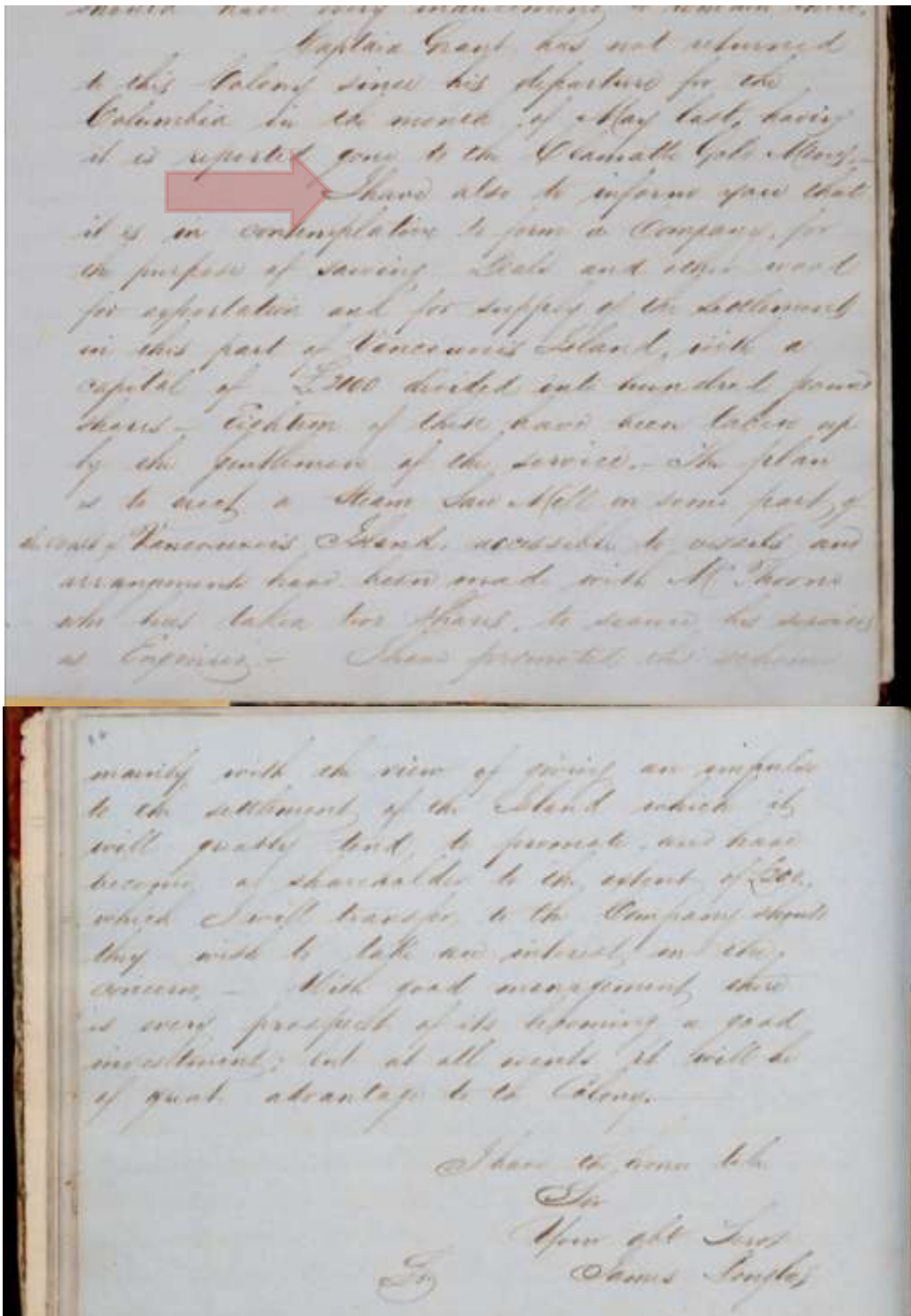
Archibald Barclay Esq

Sir,  
I herewith transmit duplicate of my letter of the 22<sup>nd</sup> of September, I enclose also the boxes of notes, with three sketches of portions of the Victoria District, containing respectively 1500, 1144 and 1000 acres, all 3684 acres of land, which I have selected, and marked out as the four tracts, & by applying these sketches to the large map lately forwarded, according to the directions on the margin, their situation and relative positions may be at once ascertained. They contain as much

Douglas to Barclay 2 November 1851 BC Archives A/C/20/Vi2

15. Douglas to Barclay 9 December 1851 BC Archives A/C/20/Vi2 (transcript in A/C/20/Vi2A); also in *Fort Victoria Letters 1846-1851* HBRS 1979

11 I have also to inform you that it is in contemplation to form a Company for the purpose of sawing Deals and other wood for exportation, and for the supply of the Settlement in this Part of Vancouver's Island . . . The plan is to erect a Steam saw Mill on some part of the Coast, accessible to vessels . . . I have promoted this scheme mainly with the view of giving an impulse to the settlements of the Island . . . and have become a shareholder to the extent of £200 [10%], which I will transfer to the Company should they wish to take an interest in the concern.

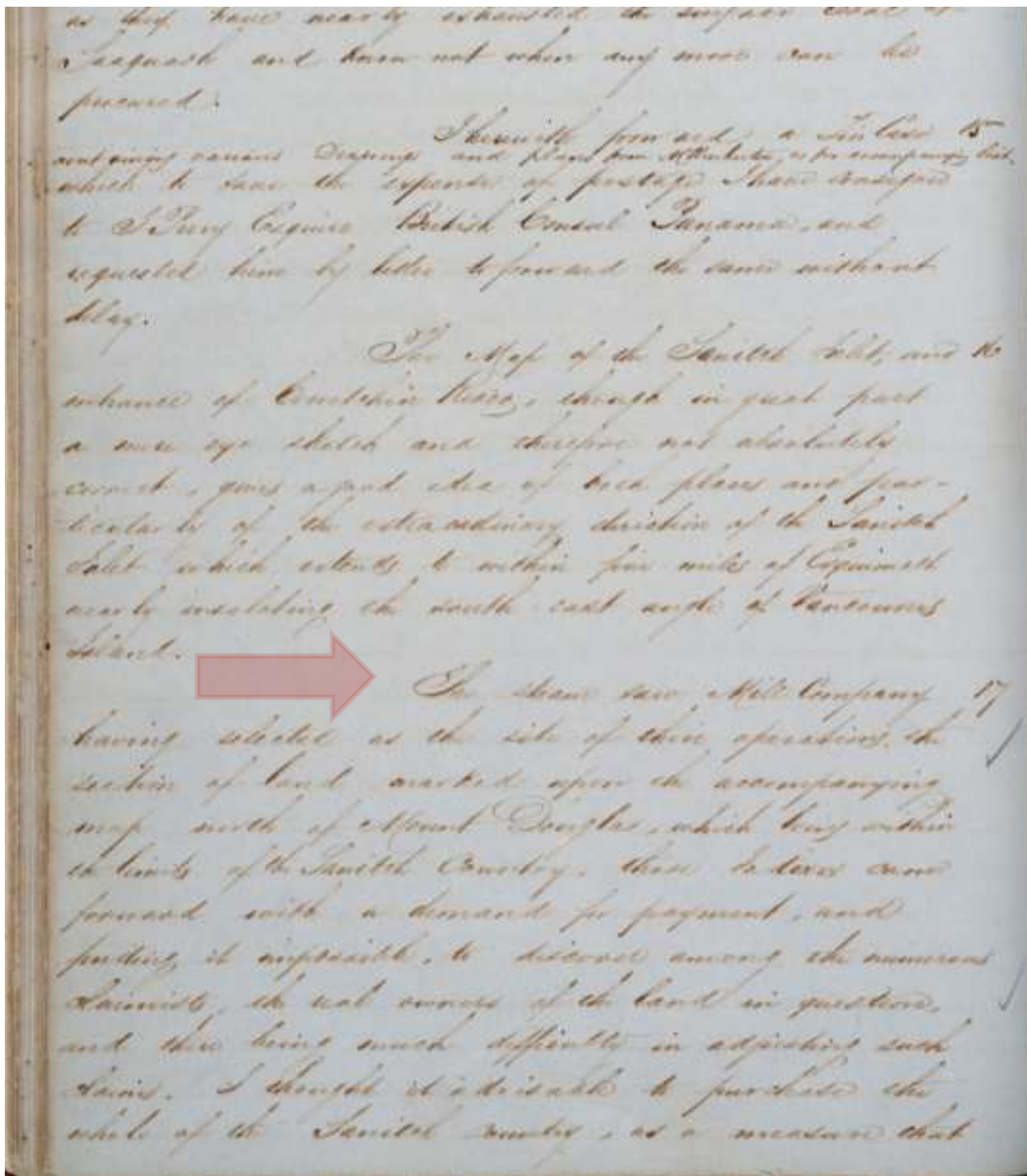


Douglas to Barclay 9 December 1851 BC Archives A/C/20/Vi2

16. Douglas to Barclay 18 March 1852 BC Archives A/C/20/Vi2 (transcript in A/C/20/Vi2A)

17 The steam saw Mill Company having selected as the site of their operations, the section of land marked upon the accompanying map north of Mount Douglas, which being within the limits of the Sanitch Country, those Indians came forward with a demand for payment, and finding it impossible, to discover among the numerous claimists, the real owners of the land in questions and there being much difficulty in adjusting such claims, I thought it advisable to purchase the whole of the Sanitch Country, as a measure that would save much future trouble and expense. I succeeded in effecting that purchase in a general convention of the Tribe; who individually subscribed the Deed of Sale, reserving for their use, only the village sites and potatoe patches, and I caused them to be paid the sum of £109/7/6 I woolen [sic] goods which they preferred to money. That purchase includes all the land north of a line extending from Mount Douglas, to the south and of the Sanitch Inlet, bounded by that Inlet and the Canal de Arro, as traced on the map, and contains nearly 50 square miles or 32.000 [sic]statute acres of land.

18 Mr Pemberton . . . will then commence on the Sanitch District including the land lately purchased from the Natives of that Tribe, a part of which has been already surveyed.



Douglas to Barclay 18 March 1852 BC Archives A/C/20/Vi2

would save much future trouble and expense.

I succeeded in effecting that purchase in a general convention of the Tribe, each individually submitting the Seed of Soil, reserving for their use, only the better sides and potatoe patches, and I caused them to be paid the sum of £49.7.6 in woven goods which they preferred to money.

That purchase includes all the land north of a line extending from Mount Dufferin, to the south end of the Smith's Hill, bounded by that Hill and the Canal de Gore, as traced on the map, and contains nearly 50 square miles or 32,000 Statute acres of land.

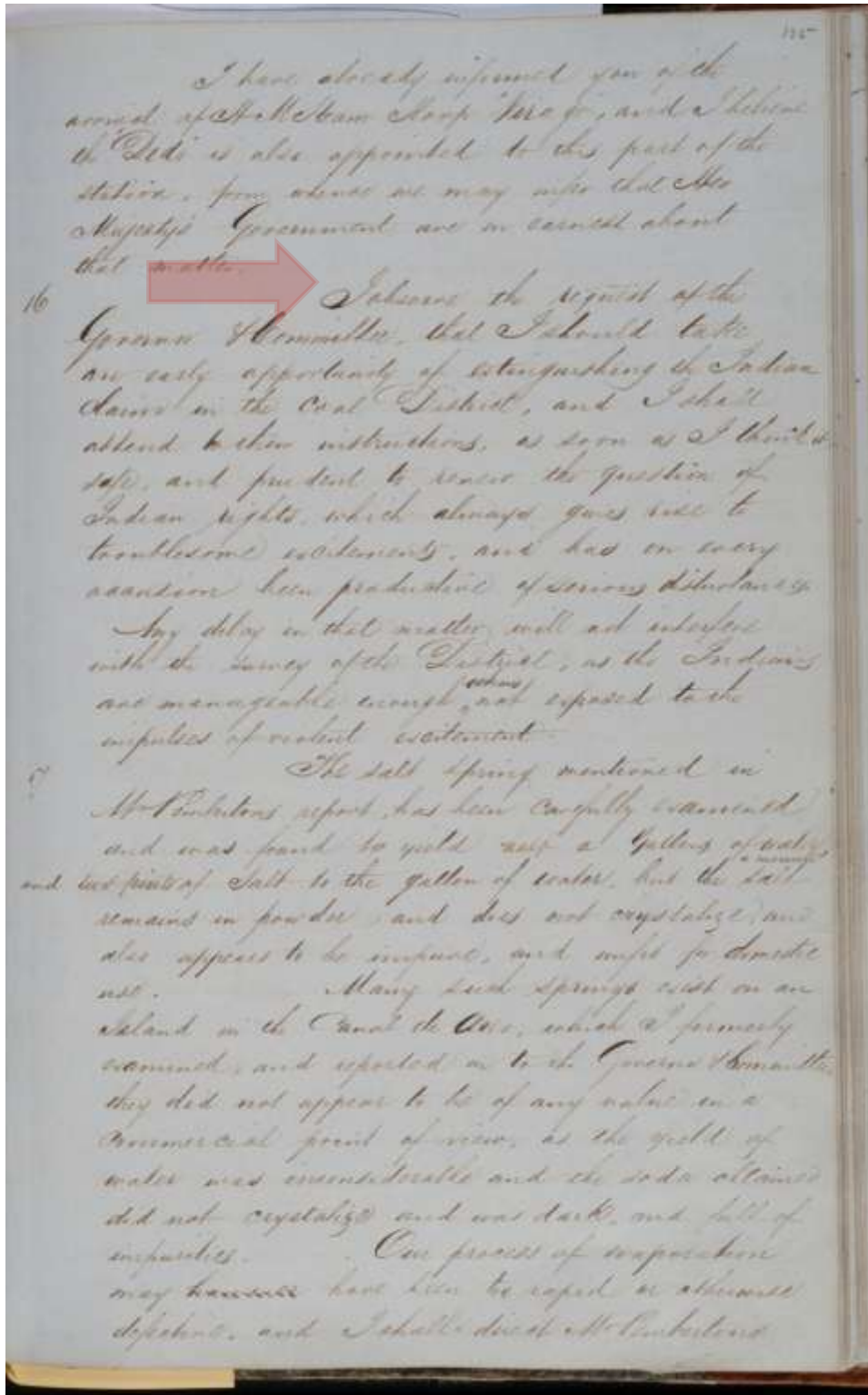
18  Mr. Pemberton has been lately employed in completing his plans, and in setting out the lines on the lots of land sold to settlers, for which purpose chiefly I have attached a party of Indians, who are excellent workmen, and remarkably regular in the woods to the surveyors department.

It is now proposed to continue the general survey from Egmont, in the direction of Lake, which will embrace all the settled parts of the Island. It will then commence in the Smith's District including the land lately purchased from the natives of that Tribe, a part of which has been already surveyed.

19 Since last advice I have received the sum of £200 Sterling, in payment of land from William Prason Selwin, which is placed to the land account in the Companies Books.

Payment will be required from other holders of land, as soon as they

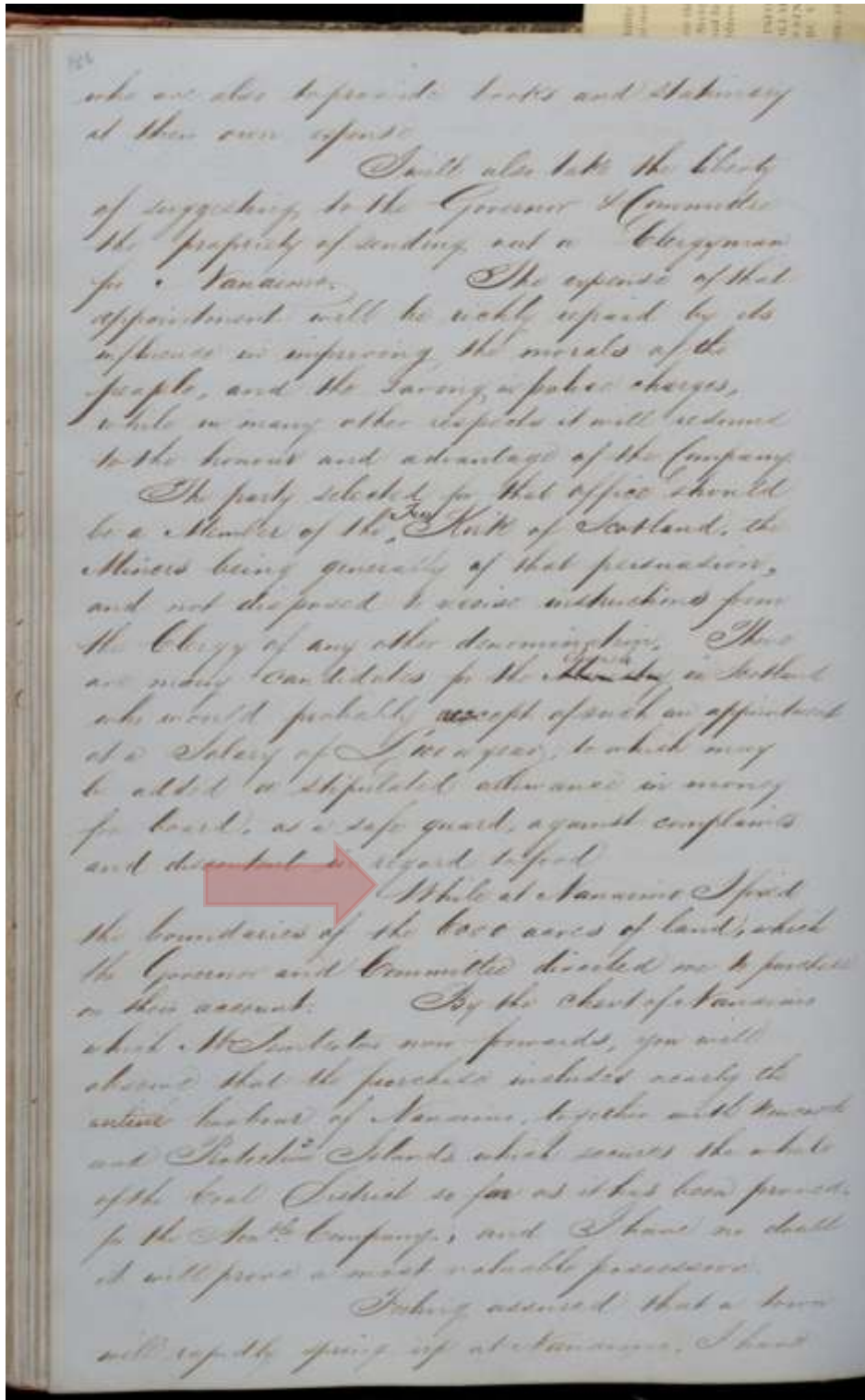
16 I observe the request of the Governor & Committee, that I should take an early opportunity of extinguishing the Indian claim in the coal district, and I shall attend to their instructions, as soon as I think it safe, and prudent to renew the question of Indian rights, which always gives rise to troublesome excitements, and has on every occasion been productive of serious disturbances. Any delay in that matter will not interfere with the survey of the District, as the Indians are manageable enough when not exposed to the impulses of violent excitement.



Douglas to Barclay 16 May 1853 BC Archives A/C/20/Vi2

18. Douglas to Barclay 3 September 1853 BC Archives A/C/20/Vi2 (transcript in A/C/20/Vi2A)

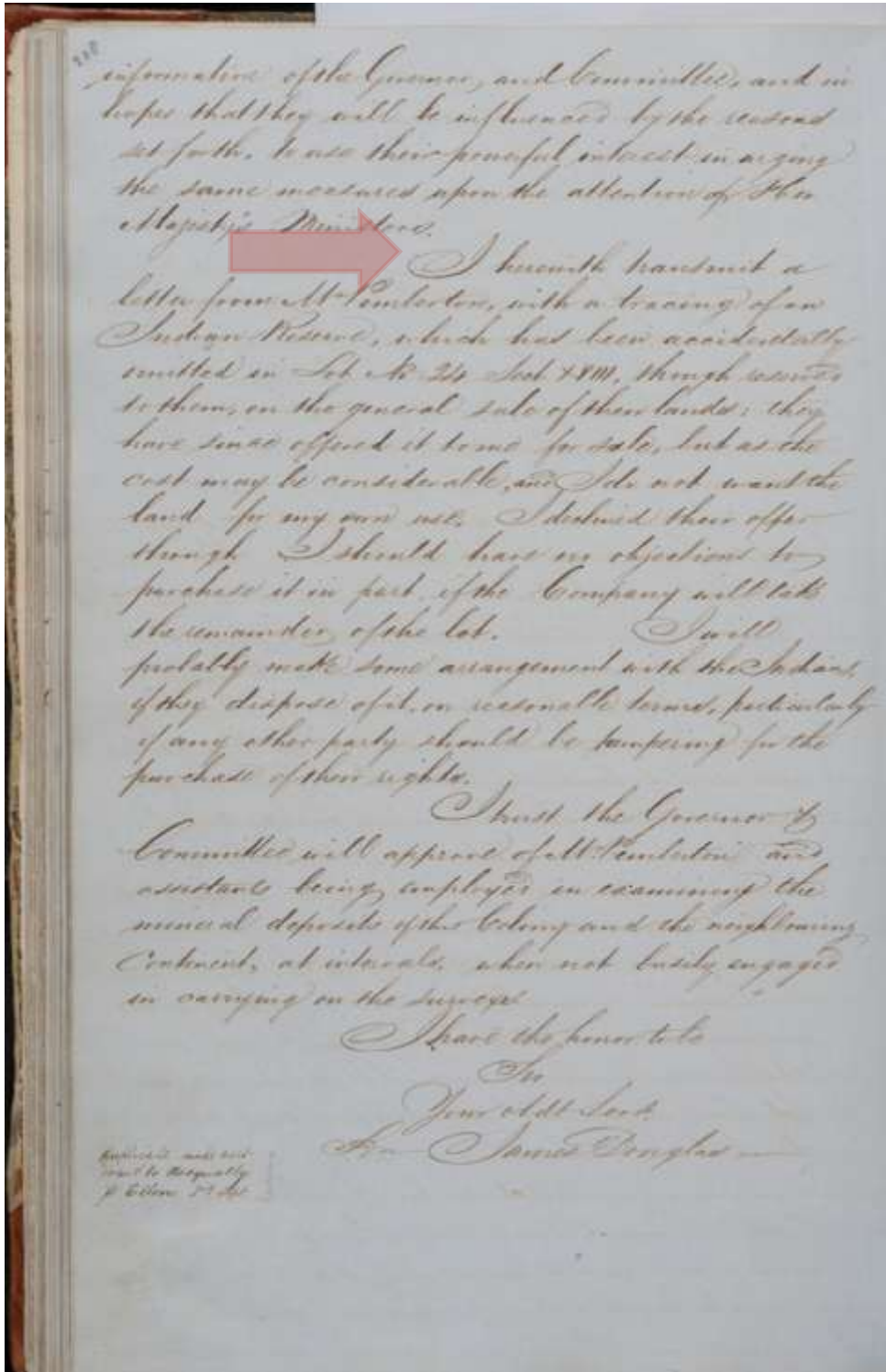
While at Nanaimo I fixed the boundaries of the 6000 acres of land, which the Governor and Committee directed me to purchase on their account. By the chart of Nanaimo which Mr. Pemberton now forwards, you will observe that the purchase includes nearly the entire harbour of Nanaimo, together with Newcastle and Protection Island, which secures the whole of the Coal District so far as it has been proved, for the Hon<sup>ble</sup> Company.



Douglas to Barclay 3 September 1853 BC Archives A/C/20/Vi2

19. Douglas to Barclay 26 August 1854 BC Archives A/C/20/Vi2 (transcript in A/C/20/Vi2A)

I herewith transmit a letter from Mr Pemberton, with a tracing of an Indian Reserve, which has been accidentally omitted in Lot No 24 Sect XVIII, though reserved to them, on the general sale of their lands; they have since offered it to me for sale, but as the cost may be considerable, and I do not want the land for my own use, I declined their offer though I should have no objections to purchase it in part, of the Company will take the remainder of the lot. I will probably make some arrangement with the Indians, if they dispose of it, on reasonable terms, particularly if any other party should be tampering for the purchase of their rights.



Douglas to Barclay 26 August 1854 BC Archives A/C/20/Vi2



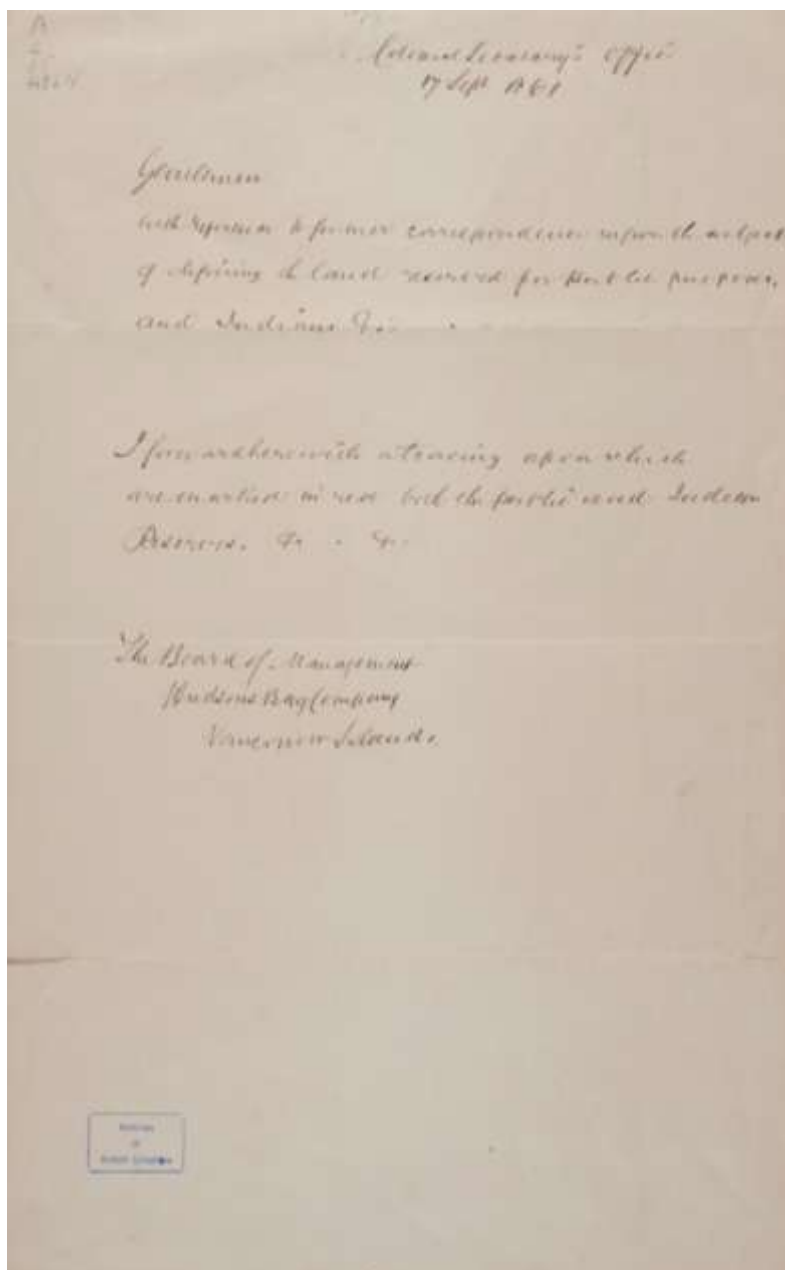
**20. Douglas to [Barclay] 26 December 1854**

Referred to in "Extract from Minutes of a Committee of the Hudson's Bay Company held at the Hudson's Bay House London" 7 May 1855 BC Archives A/C/15/H86N [see next record].

**21. Colonial Secretary to Board of Management HBC Vancouver Island 17 September 1861 BC Archives A/C/15/H86N**

"Extract from Minutes of a Committee of the Hudson's Bay Company held at the Hudson's Bay House London" 7 May 1855

"Chief Factor Douglas having by his letter of the 26<sup>th</sup> of December last reported that he had settled the claims of the Nanaimo Indians upon the land which by the instructions given to him under the dates of the 16<sup>th</sup> of January and 18<sup>th</sup> of November 1853 he was directed to appropriate for this Company."



Colonial Secretary to Board of Management HBC Vancouver Island 17 September 1861  
BC Archives A/C/15/H86N

A  
C  
15  
H86N

Extract from Minutes of a Committee of the Hudson Bay Company held at the Hudson Bay House London on the Twentieth day of May in the Year One thousand Eight Hundred and fifty four  
 Chief Factor James Douglas having by his letter of the 28<sup>th</sup> of December last reported that he had settled the Account of the Hudsons Bay Indians upon the land which by the instructions given to him under date the 10<sup>th</sup> of January and 15<sup>th</sup> of December 1853 he was directed to appropriate for this Company It was Resolved that the Company will now complete the purchase of the portion of land containing Six thousand one hundred and twenty three acres or thereabouts situate at Annapolis, and describe in the plan and schedule herunto annexed and that the price of One pound per acre amounting to Six thousand One hundred and twenty three pounds III. be accordingly transferred to the credit of the Vancouver Island Fund Account.

Schedule

The portion of the mainland purchased by the Hudson Bay Company is included within the tract running from the E. boundary the salt water from the point A (see map on next page) to the entrance of the branch of the Annapolis river to C. and thence the Centre of the said river to P. and which is thence bounded by the lines lettered A B C D E F and contains Six thousand three hundred and twenty two acres.

of which are purchased by the Hudson Bay Company	5240 acres	
reserved for public purposes	724	
reserved for the future benefit of the Indians	258	
reserved for roads	100	1074
		6322

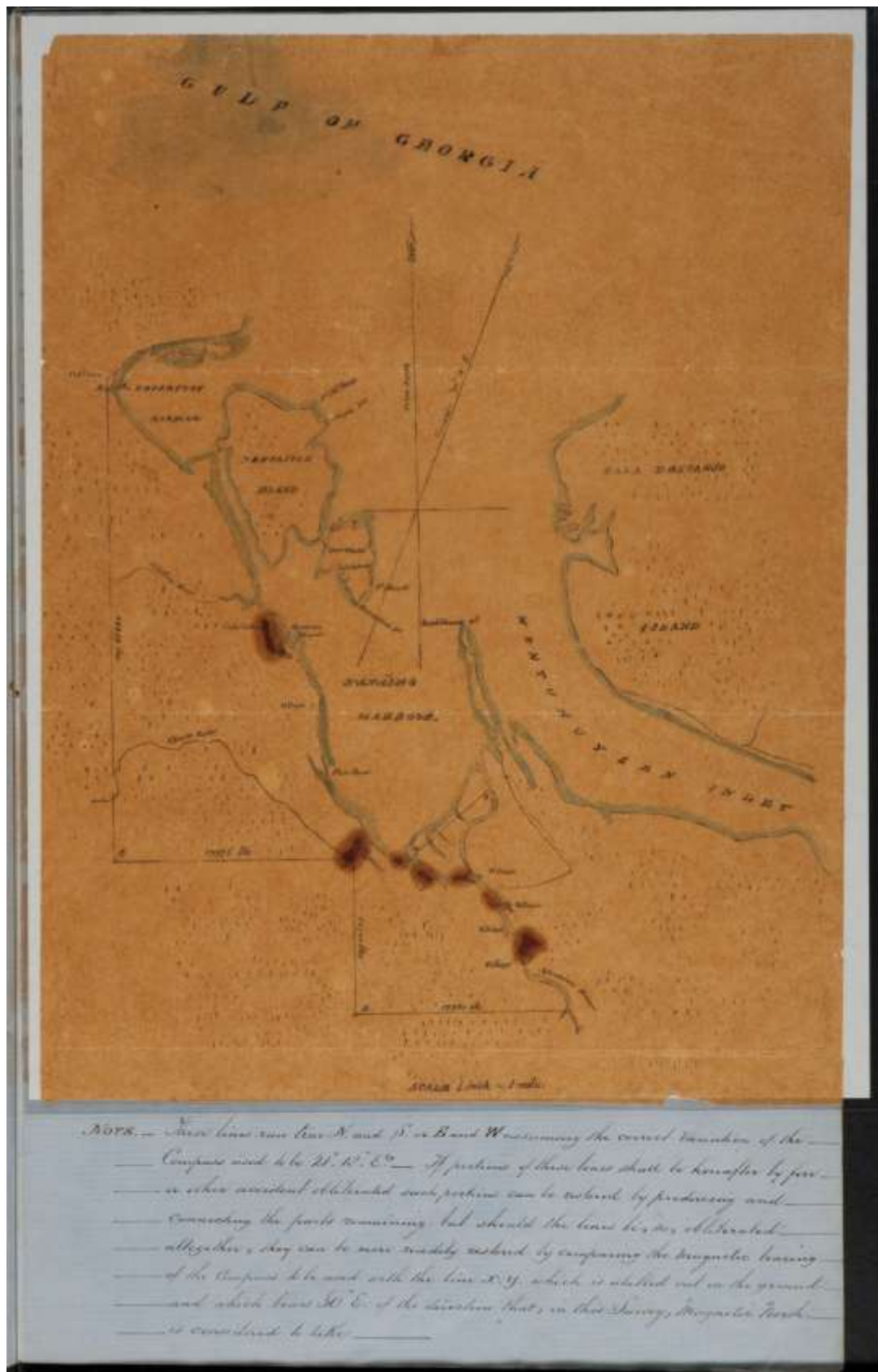
The Hudson Bay Company also purchased Common Island and the Islands to land point which are occasionally covered with water and thirty one acres  
 Containing seven hundred and fifty six acres  
 Containing One hundred and thirty two acres

total public reserve before commencing	724	
having purchased by the Hudson Bay Company	6322	
total upon the ground to correspond with the letters upon the said map are marked by posts with stones and pebbles under		



By order of the Board of Management  
 J. Committee  
 James B. G. Smith  
 Secy

Colonial Secretary to Board of Management HBC Vancouver Island 17 September 1861  
 BC Archives A/C/15/H86N



Colonial Secretary to Board of Management HBC Vancouver Island 17 September 1861  
 BC Archives A/C/15/H86N