

The Kaslo & Nanaimo Railway Company.

General Office.

J. M. HARRIS Esq.,

PRESIDENT, RECO M. & M. CO.

SANDON, B.C.

Kaslo, B. C., AUGUST 13TH. 1897

DEAR SIR:-

RE CONCENTRATOR SITE.

REFERRING TO THIS MATTER, I MAY

SAY THAT THE DRAFT FORM OF LEASE IS NOW IN READINESS, BUT WITH ITS COMPLETION NEW COMPLICATING ISSUES HAVE COME UP, WHICH (WITH CONSIDERABLE REGRET AFTER HAVING TAKEN SO MUCH TROUBLE WITH THE LEASE) I HAVE SUBMIT BY WAY OF EXPLANATION.

THE COMPANY'S PRESENT CLAIM TO THE AREA WHICH YOU REQUIRE FROM THEM, IS BY AN ORDER FROM THE COURT, FOR RIGHT-OF-WAY PURPOSES.

THE AREA WAS ARBITRATED UPON AND AN APPEAL WAS MADE TO THE COURTS FROM THE AWARD, BY THE COMPANY. THE CASE IS STILL PENDING.

THE C.P.R. ACTING UNDER PRIVILEGES ACCORDED BY THE DOMINION RAILWAY ACT, APPLIED TO THE RAILWAY COMMITTEE OF THE PRIVY COUNCIL FOR APPROPRIATION OF CERTAIN K. & S. RIGHT-OF-WAY, WHICH INCLUDES A LARGE PORTION OF THE AREA DESIRED BY YOU. COMPENSATION FROM THE C.P.R. TO THE K. & S. HAS NOT YET BEEN ARRANGED, ALTHOUGH THE LATTER COMPANY HAVE HAD TO GUARANTEE A SUM OF MONEY AGAINST DAMAGES, TO THE OWNERS OF THE BLUE JAY, PENDING FINAL SETTLEMENT BY AWARD OR MUTUAL AGREEMENT. HENCE THE C.P.R. SHOULD COMPENSATE THE K. & S. IN FACT, FOR THE GROUND WHICH THEY ARE AS WILLING TO RELINQUISH TO YOU NOW, AS THEY WERE TO DEMAND IT FROM THE K. & S. FOR RAILWAY PURPOSES.

The Kaslo & Gloucan Railway Company.

General Office.

Kaslo, B. C., _____ *189* _____

- 2 -

THE WHOLE MATTER IS THEREFORE VERY MUCH INVOLVED WITH SEVERAL PARTIES, BY DISPUTE AND LITIGATION EXTENDING OVER A PERIOD OF TWO YEARS AND IT DOES NOT SEEM WISE TO BRING IN NEW AND DISTURBING ELEMENT BY INTRODUCTION OF THIS LEASE, UNTIL SOME OF THE COMPLICATIONS ARE WIPE OUT OF EXISTENCE.

NEITHER WOULD IT BE SAFE, I OPINE, FOR YOU TO EXPEND A LARGE SUM OF MONEY ON THE SITE, UNTIL YOU KNEW THAT ANY TENURE OF RIGHT TO REMAIN THERE WAS ABSOLUTELY SECURED AND IN PROPER ORDER.

THIS, I MUST SUBMIT, IS MORE THAN MY COMPANY CAN GUARANTEE AT PRESENT, AND MORE THAN THE C.P.R. CAN GRANT UNTIL THEY HAVE OBTAINED THE RIGHT TO DO SO.

WHILE MY COMPANY ARE DESIROUS OF MEETING YOUR VIEWS IN PROVIDING THE SITE YOU HAVE SELECTED, I FEEL SURE THAT YOU WILL APPRECIATE THE OBSTACLES WHICH INTERVENE, BY REASON OF AND UNTIL THE C.P.R. AT LEAST, HAVE ARRANGED A SETTLEMENT WITH THIS COMPANY.

THIS PHASE OF THE QUESTION WAS NOT APPARENT TO ME UNTIL MY ATTENTION HAD BEEN DRAWN TO IT BY MR MUNN, THE PRESIDENT OF THIS COMPANY, WHO IS HERE AT THE PRESENT TIME.

I HAVE TO REGRET THE DELAY THAT HAS ATTENDED OUR EFFORTS TO ARRANGE THIS MATTER, AND THIS UNCERTAINTY OF TITLE THAT WOULD SEEM TO THREATEN FURTHER UNSETTLEMENT.

YOURS TRULY,

[Signature]
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The Kaslo & Sticcan Railway Company.

General Office.

Kaslo, B. C., AUGUST 20TH 1897

J. M. HARRIS ESQ.,

PRESIDENT, RECO M. & M. CO.

SANDON B.C.

DEAR SIR:-

I BEG TO ACKNOWLEDGE YOUR LETTER OF THE 18TH INST.,
RELATING TO THE ERECTION OF YOUR CONCENTRATOR.

MR MUNN LEFT HERE ON THE 16TH INST, SO YOUR LETTER HAS BEEN REFERRED
TO HIM AND HE WILL NO DOUBT DETERMINE WHAT COURSE TO TAKE IN THE MATTER
WITHOUT DELAY. IT APPEARS TO ME THAT THE TENOR OF YOUR LETTER PLACES
THIS COMPANY BETWEEN TWO FIRES; EITHER TO DENY YOU THE RIGHT OF ENTRY
OR GIVE A TACIT CONSENT TO THE OCCUPATION OF GROUND THEY HAVE COVENANTED
TO CONVEY, -BOTH OF WHICH COURSES THEY ARE MOST DESIROUS TO AVOID.

IT HOWEVER, SEEMS TO ME THAT BOTH YOUR OWN AND THIS COMPANY'S
WISHES AND INTERESTS MIGHT BE FURTHERED IF THERE WAS FORTHCOMING SOME
DEFINITE KNOWLEDGE THAT THE C.P.R. INTENDED TO ASSIGN YOU THIS GROUND
WHENEVER THEY BECOME POSSESSED OF IT, SINCE A COMMUNITY OF INTERESTS
WOULD BE ESTABLISHED.

THIS IS MERELY A SUGGESTION AS IT IS A MATTER OUTSIDE MY JURISDICTION
AND HAVING BEEN REFERRED TO MR MUNN AS THE COMPANY'S REPRESENTATIVE
THERE IS NO OTHER COURSE THAN TO AWAIT HIS REPLY WHICH I SHALL COMMUNI-
CATE TO YOU UPON ITS RECEIPT.

YOURS TRULY,

