

John Morgan Harris sous fonds, Bill Barlee mining research collection, UBC Rare Books and Special Collections

Barlee donated his papers on 23 Jul 2002, seeking a tax receipt (value unknown) and gave his address as 924 Garthland Place West, Victoria

[library.ubc.ca/spcoll/AZ/PDF/B/Barlee_N_L_\(Neville_Langrell\)_1932.pdf](http://library.ubc.ca/spcoll/AZ/PDF/B/Barlee_N_L_(Neville_Langrell)_1932.pdf)
(donated 23 Jul 2002)

THE BILL BARLEE COLLECTION

An Inventory of the John Morgan Harris sous-fonds, the W.B. Bailey & Co. sous-fonds, and the Clarence Cunningham sous-fonds in University of British Columbia Rare Books and Special Collections.

Prepared by:

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Bill Barlee Collection Description, 1892-1954

The Bill Barlee Collection consists of three separate sous-fonds; the John Morgan Harris sous-fonds, the W.B. Bailey sous-fonds, and the Clarence

Cunningham sous-fonds. The majority of the collection relates to mining in the Sandon, B.C. community and surrounding areas. Documents relating to mining claims and claim disputes are prevalent. Other records include financial books and receipts, business and personal correspondence, newspaper clippings, other legal records and court rulings, leases, payroll records, numerous receipts and invoices and various corporate documents. Each of Harris's businesses, Hotel Reco, Reco Mining and Milling Company, Sandon Water Works and Light Company, Star Mining and Milling Company, Slocan Power Company, and Wonderful Mines are represented in this collection. In addition there are records from the British Columbia Mining Association and the Silver-Lead Miners Association of British Columbia.

The W.B. Bailey sous-fonds and the Clarence Cunningham sous-fonds are relatively small. The Cunningham records include only financial records ca. 1916 to 1919, and newspaper clippings from 1939. The Bailey records are a grouping of telegrams from 1901 to 1902 with a complete inventory of each supplied by Mr. Barlee.

Bill Barlee Biographical Information
N.L. (Bill) Barlee, 70, was born October 6, 1932 in Grand Forks. He grew up in Rossland and spent his formative years, 1950-70, traveling through Washington, Idaho, Montana, Colorado, Utah and British Columbia developing his

knowledge of old historic towns and mining regions. He has 38 years experience in researching and writing about ghost towns and historic mining camps of the far West, and has published two books on these subjects; the most well-known being *Gold Creeks and Ghost Towns*, which was published in June 198 [sic]. Barlee has had a varied career as a high school teacher, writer, publisher and Minister of Small Business, Tourism, Culture and Film in British Columbia, a position he held from 1991-96. Over the past few decades Barlee has amassed a vast collection of Old West records and artifacts. Parts of his collection have been placed on display in the Museum of Civilization, Canada's National Museum; and exhibited in other museums around the country. Pieces have also been used in CHBC TV's award winning series; *Gold Trails and Ghost Towns*, which ran from 1986-96 on five different networks within Canada, and was hosted by Mr. Barlee. For the past few years Barlee has been working on completing his latest manuscript on South Central British Columbia and doing research on a manuscript on the state of Idaho's silver belt, the renowned Coeur D'Alene district.

John Morgan Harris Biographical Information

John Morgan Harris was born in 1865 [sic] in Vernon Mills, Virginia. He was the eldest [sic] son of a respected and aristocratic family, whose fortune and lifestyle collapsed during the years

following the American Civil War. In hopes of redeeming his family's name [sic] and wealth, Harris traveled westward in 1885 when he was barely out of his teenage years. In the spring of 1888 [sic], when rumours of a huge silver strike in Idaho's Coeur d'Alene district circulated through the northern plains, he left for the Panhandle of Idaho. He arrived in the heart of Idaho's Silver belt in 1889 [sic] amidst the numerous thriving mining camps. Harris decided that the Wallace camp would become the 'town' of Couer d'Alenes and bought more than 20 lots in the area; two of which cost him a total of 50 cents. Harris was a man of old southern manners, soft spoken and slight of stature, not a man equipped for life on the rough and ready frontier. However, he was a quick study and very adaptable. He became a very successful real estate agent, and as a sideline, sold pianos to miners. Wallace was destroyed by a fire in 1890 but it did not falter and was rapidly rebuilt. There were some hard edged drifters in the Couer d'Alene area in those years, men with names like (Arkansas) Ed Harroun, (Con) Sullivan, and Wyatt Earp. A number of these men gravitated towards Wallace and "jumped" the lots owned by Harris and others. One such tough individual was Zach Lewis who had a reputation as a gunman. Lewis ignored Harris' claim to a one acre lot and proceeded to build a house on the lot, despite Harris' objections. Harris challenged Lewis to a duel [sic] in 1891 and at the end Lewis lay dead from four

gun shot wounds. In retaliation, several of Lewis' friends threatened Harris who decided to relocate. [sic] Having heard of the discovery of high grade silver deposits in the area, he sold his lots and headed to the Slocan District of British Columbia. He settled in the Sandon mining camp and paid a French Canadian [sic] by the name of Ruecau \$2,700 for several undeveloped claims on a steep mountain side east of the camp. For a year Harris had no success and he allowed a group to bond his properties. However, in 1894, Harris' new company, Reco Mining Company hit the edge of a high grade lode. In 1896 his company produced nearly 1,000,000 [sic] ounces of silver and almost 7,000,000 [sic] pounds of lead. The mine continued to be produce month after month. Harris returned to Idaho [sic] a millionaire, built himself a mansion called Glenora [sic] and lived the life of a country squire for a few months, after which he returned to Sandon and to work. Sandon was still a thriving mining community and was now an incorporated city. Although many miners began leaving for the Klondike Gold Rush, Harris decided to build Sandon into an ongoing success. He already owned the Reco company, the Sandon Light and Waterworks company and several hotels, including the Reco and the Goodenough and bought six other businesses, including a three storey office building he called the Virginia. Sandon's most productive years, 1895 through 1897, were over and Harris realized that he could no longer rely on

the silver mines to increase his fortune. He decided to settle down and conserve. In 1900 a fire leveled Sandon, leaving behind only Harris' livery stable which he converted into the second Reco Hotel. He built a second building and called it the Virginia once again. Sandon did not have the same style it had once had but Harris never lost faith that it would prosper. In 1902 Harris found out that one of his properties had been trespassed on and that another mining company, The Byron White Company from Spokane, Washington, was mining ore on his claim. Harris sued and was counter sued. These were the first disputes in what was to be years of bitter litigation over "Apex Rights," a law which essentially allowed the original owner of a claim to follow a vein into other properties. Harris won in County Court, lost on appeal to the Supreme Court of British Columbia, and won the final round in the Supreme Court of Canada. The final step was the Privy Council of England where Harris won again. The cost of litigation for Harris was over \$100,000 but he gradually recouped this through his various companies. He was once again comfortable, but Sandon, began to slip and took a sharp turn downward. By the mid-1920s [sic] the city was on the verge of bankruptcy. In 1928, [sic] at the age of 63, Harris decided to advertise for a wife. A succession of women traveled to Sandon, all expenses paid, but it was not until Harris met Alma Lommatzsch, age 26, that he married. Harris promised Alma that she would be his sole

beneficiary. The depression of the 1930s saw a decline in the fortunes of both Sandon and Harris, and he and his wife had a strained relationship. The arrival of Japanese Canadians in the 1940s alleviated the situation to some degree but after World War II the population shrunk to six. Harris died in 1954, [sic] at the age of 90 [sic]. His death was recognized throughout the West Kootenay area and the province. He was buried, according to his last wishes, in Virginia. When Harris' last will was read Alma found out that The Virginian, the once celebrated King of Sandon, the wealthy mine owner, had left his wife exactly one dollar [sic].

Series Descriptions:

Harris Biographical records series: 1918, [ca. 1945], 1953

Includes both records and newspaper clippings which detail Harris' birthday announcements, information regarding his connection to Sandon, his role in its development, silver mining, and his death.

Correspondence series: 1893-1951

Includes both general and business correspondence. The general correspondence documents the monies he contributed several times to the Sandon church, Harris's influence regarding lease applications, and monies owed to Harris. In addition, there is material detail other disasters that occurred Sandon such as fires and snow-slides. The business correspondence

relates to insurance, land surveyors, civil engineers, various merchants, the Canadian Pacific Railway, and Hudson Bay Company stores in Vernon, Lethbridge and Kamloops.

Financial records series: 1893-1951

This series includes Harris's cheque books and stubs, receipts from various merchants (lumber companies, newspapers, dry goods, furniture dealers, plumbers, freight companies, contractors, the C.P.R. and other railways and numerous other suppliers), stock certificates, bank books and financial statements.

Legal records series: 1892-1929

This series, of general and legal records and newspaper clippings, relate to issues surrounding land; including certificates of title, land transaction records, real estate titles, land deeds, leases, mineral claims, mining records, documents relating to land disputes and judicial rulings. In addition, there are documents detailing court disputes involving lands and rights; Harris and Kelly versus Pitts and Stubbs, Star Mining versus Byron N. White, Star Mining versus Rabbit Paw and Harris versus White. Documents from the legal firm employed by Harris, Taylor and O'Shea, are also included. Harris and Kelly general records series: 1899-1919. The series includes licenses, receipts and mining related records.

Hotel Reco records series: 1899-1911

The series includes payroll records from 1899 and 1904, and receipts and invoices dating from 1899 through 1911.

Reco Mining & Milling Company Limited records series: 1896-1916, [ca.19-?]

This series includes documents of incorporation, elevation plans (and plans for a diversion dam on Carpenter Creek), insurance records, leases and contracts, general correspondence, correspondence relating to purchase offers, dividend receipts, records from stockholders meetings, payroll records and store accounts. In addition, there are governmental documents such as mining and tax receipts and free miner's certificates, and records relating to a claim dispute between Bain and the Reco Mining & Milling Co. Sandon Water Works & Light Company records series: 1901-1903, 1920-1924. The series includes newspaper clippings for the years of 1901-1903, and the company's receipts and invoices from 1920 through 1924.

Slocan Power Company Limited records series: 1901

This series includes articles of association and water notices. Star Mining & Milling Company records series: 1902, 1904, 1910-1911 This series includes legal records, financial receipts and a Director's report.

Wonderful Mine series: 1910

This series includes payroll records from 1910.

British Columbia Mining Association records series: 1910

This series includes correspondence from 1910.

Silver-Lead Miners Association of British Columbia records series: 1899-1901, [ca.1900], 1908

This series includes articles of association, bylaws, voter's lists, minutes from general meetings, committee reports and resolutions and financial records. In addition, there is correspondence, minutes and other records relating to an eight hour shift dispute which occurred from 1899-1900. Of particular interest are the records of the Pinkerton National Detective Agency and the Thiel Detective Services Company. These relate to the Coeur d'Alenes riot and the men working at the time. Operative reports regarding union meetings are included.

Sidney Norman records series: 1894-1897, 1946, 1954

This series includes correspondence and other records related to Harris and his dealings with the Norman & Co. Mining and Stock Brokers. There are also personal letters between Norman and Harris' wife Alma after Harris' death.

Sandon records series:

This series includes correspondence, reports and other documents related to

mining in Sandon and surrounding areas such as Nelson. There are also mineral claim records and mining receipts. There are newspaper clippings dating from 1901-47, and a copy of "As it was in the Beginning: The History of Sandon." In addition, there are general and legal records relating to a Mr. E.M. Sandilands, the General Agent of Sandon ca. 1900.

Clarence Cunningham records series:
[ca.1916-1919], 1939

This series includes financial records ca. 1916 to 1919 and newspaper clippings from 1939.

W.B. Bailey records series: 1896-1898, 1901-1902.

This series includes telegrams from 1901 through 1902. There is a complete listing of the telegrams provided by the Mr. Bill Barle. There are also financial records.

File List

Box/Folder

Biographical records series:

1-1 Newspaper clippings, 1918, [ca. 1945] 1953

Correspondence series:

1-2 General correspondence, 1893, 1902, 1906, 1916, 1929, 1951
1-3 Business correspondence, 1897-1905, 1911, 1928

Financial records series:

1-4 Cheque Balance Book, 1896-1897

1-5 General financial records, 1893-1894, 1897-1898, 1900-1902, 1907, 1914-1915, 1926

1-6 Harris general invoices and receipts, 1896-1910

1-7 Harris general invoices and receipts, 1896-1951

1-8 Vouchers, January 1, 1910 to April 30, 1911

Legal records series:

1-9 Certificates of title and other land transaction records, 1896-1897, 1891-1900, 1906, 1908, 1921, 1929

1-10 Documents related to land survey issues with the C.P.R., 1895-1896

Railway Company land maps: Nakusp and Slocan Railway Company 1896; Kaslo and Slocan Railway Company, n.d. (Loc 5)

Box 2

2-1 Leases and related records, 1899-1902, 1903, 1905, 1908-1910

2-2 John Morgan Harris: Mineral Claims, 1892-1926

2-3 John Morgan Harris: Mining records, 1892-1897, [ca.1905].

2-4 Loudoun Claim disputes, 1892-1899

2-5 Taylor & O'Shea, 1900-1903

2-6 Harris and Kelly vs. Pitts and Stubbs, 1900-1901

2-7 Star Mining Company Limited vs. Byron N. White, 1907-1909

2-8 Star Mining Company Limited vs. Rabbit Paw, 1898, 1900, 1905, 1911

2-9 Taylor and O'Shea: Solicitors, 1907-1909

2-10 Harris vs. White trial, 1909

Box 3

Harris and Kelly general records series:

3-1 General records, 1899-1918

Hotel Reco records series:

3-2 Payroll records, 1899, 1904

3-3 Receipts and invoices, 1899-1911

Reco Mining & Milling Company**Limited records series:**

3-4 Incorporation records, 1896

3-5 Plan and Elevation (Diversion Dam on Carpenter Creek), [ca.19-?]

3-6 Insurance records, 1898-1900

3-7 Leases and contracts, 1901-1928

3-8 General correspondence, 1896-1899, 1905.

3-9 Correspondence re: offers to purchase, 1900-1901

3-10 Dividend receipts, stockholders meetings records, 1906, 1913-1916.

3-11 Government records: mining and tax receipts, free miner's certificates, 1897-1899

3-12 General financial records, 1896, 1898, 1915-1916

3-13 Payroll records, 1901

3-14 Store Accounts, April 1, 1897 to September 30, 1897

3-15 Bain vs. Reco M & M Co Ltd.; Statement of Claim, January 31, 1899

Box 4

Sandon Water Works & Light Company records series:

4-1 Receipts and invoices, Dec. 31, 1920 to Dec. 31, 1924

4-2 Newspaper clippings, 1901-1903

Slocan Power Company Limited**records series:**

4-3 Articles of Association, Water Notices, 1901

Star Mining & Milling Company**records series:**

4-4 General records, 1902, 1904, 1910-1911

Wonderful Mine series:

4-5 Payroll, 1910

British Columbia Mining Association**records series:**

4-6 Correspondence, 1901

Silver-Lead Miners Association of British Columbia records series:

4-7 Articles of Association, by-laws, voters list, 1899

4-8 General meeting minutes, committee reports & resolutions, 1899-[ca. 1900]

4-9 Financial records, 1899-1901

4-10 Eight hour shift dispute records, 1899-1900

4-11 Detective Agencies re: Western Federation of Miners, 1899-1900, 1908

Sidney Norman records series:

4-12 Correspondence & other records related to Harris, 1894, 1896-97, 1946, 1954

Box 5**Sandon, B.C. records series:**

5-1 Correspondence, reports and other documents related to mining in Sandon 1891-1929

5-2 Mineral claim records and mining receipts, 1892-1897
5-3 Miscellaneous records, 1896-1898, 1900, 1903-1904
5-4 As it was in the Beginning: The History of Sandon, [ca.19-?]
5-5 Newspaper clippings, [1901-1947]
5-6 Sandilands, Mr. E.M.: General Agent, Sandon, B.C., 1900

Clarence Cunningham records series:

5-7 Financial, [ca. 1916-1919]
5-8 Newspaper clippings, 1939

W.B. Bailey records series:

5-9 Telegrams, 1901-1902
5-10 Financial records, 1896-1898
11

Notes from the fonds

Box 1, File 1:

Ad from the *Toronto Globe*, 16 Sept 1948:
SILVER-LEAD-ZINC
CLAIMS FOR SALE
3 groups of SILVER-LEAD-ZINC Mineral Claims, totalling 31, including the well-known Reco Group, The Sandon Water Works & Light Co., Part of the Town of Sandon, Map 609A, Twelve two-story buildings. The Hotel Reco operating, 100 x 80 feet, and well-furnished. The only Store in Sandon, completely stocked with saleable goods, and other values. Reasonably valued and reasonably terms. J.M. Harris, Sandon, B.C.

Undated story from the *Nelson Daily News* by Sidney Norman, reproduced from the *Toronto Globe & Mail*. Mentions Johnny's

"inseparable companions" Rusty and Sport.

Box 1, File 2:

Letter from A.M. Sanford to JMH, 11 Apr 1901 acknowledging check of \$30.75 to church building fund (only one payment on \$100).

Letter from Albert M. Sanford to JMH, from Vancouver, 28 Jun 1951: "It was very gracious of you to send a cheque for the lumber recovered from the Methodist church that fell down from the weight of snow. Your action was in line with all the generosity that has characterized your life ... I remember vividly your liberality to the Church and to Mrs. Sanford and myself during the years we were in Sandon. I shall cash your cheque in a day or two and will consult with a committee of the Conference as to the ultimate destination of the money. I would like to have it go to some young church that is struggling to get underway with its work."

Letter of 27 Jul 1902 from Alex Sproat to Harris apologizing for not being able to repay a debt.

Telegram dated 25 Jun 1906 from John G. Steel to Harris at Hotel Spokane
Spokane: "All of Sandon up gulch from Warner house burned today."

1929 letter from T.A. Yawkey
re: reference check on someone wishing to lease the Mountain Con.

Letter from the Florence Lawrence Repertoire Co., 1897. Manager Lottie Lawrence asks Harris if he plans to build an opera house. If so, they want to put it on their circuit.

Letter from Arthur Lakes to Harris, 18 Aug 1916. Re: Sandon: "[F]rom what little I have heard of the history of the camp and the extraordinary and severe vicissitudes through which it has passed ... I do not recall anything like it in my mining experience. To be swept by fire twice in the past 22 years and to have been or its neighborhood more or less devastated by snowslides which more or less annually threaten and harm [?] their toll of death and destruction is no ordinary experience for a camp and requires brave men and women to stand by it ... Might I suggest to you with your love of flowers and gardens that a lot in your garden or a rockery devoted to the ferns of your vicinity would be a most attractive one for both visitors and residents [?] ..."

Box 1, File 3:

David P. Kane to JMH, 27 Oct 1905, notice of expiry dates of insurance. Harris wrote some months ago re: changes to insurance, but doesn't say what kind.

CPR engineer R.A. Bainbridge [?] to JMH, 25 Feb 1902: "I am obliged for your express order received this morning for \$4. It is correct that I received change for a \$1 bill instead of a five, but did not

notice it at the time. Your curtesy [sic] in this matter is appreciated."

Harris business card from Sandon

Letter of introduction from L. Ericson Hauck to Capt. W. Cleather Gordon of Grosvenor Club, W. London, 18 Nov 1898 on Reco Mining and Milling stationary.

Gutta Percha and Rubber Manufaguring Co. of Toronto, 11 Nov 1897 from Winnipeg. JMH ordered 500 feet of hose guaranteed to withstand 400 lbs. with a three-year warranty.

H.E. Beasley to A.C. McArthur, 18 Aug 1897 re: Sandon concentrator. Riblet working for Harris as engineer.

Box 1, File 4:

Cheque balance book includes the following dividend cheques for \$100 paid to members of the Davis family on 15 Feb 1897:

234 – G.W. Davis
235 – S.A. Davis
236 – A. Warren Davis
237 – W. Clinton Davis
238 – W. Golder Davis
239 – Clarence E. Davis
240 – James H. Davis
241 – F. Eleanor Davis
242 – G.B. Davis
243 – W.E. Harris

Others: Wm. Ward Spinks \$100, M.L. Grimmett \$100, Clarence J. Smith \$100, John Morgan Harris \$5,000 and \$25,300, S.W. Wharton \$14,275, George C. Wharton \$12,275, Fred T. Kelly \$31,100

Also, George R. Trask received \$100 for surveying. Alex Sproat \$60 store revenue tax.

Box 1, File 5:

March 1907 Star vs. White expenses included \$72.50 to W.E. Zwicky and \$56.50 to W.J. Clark. Four tickets to Victoria, \$74. Stenographer \$84.50. All added up to \$363.65.

Sproat promissory note for \$150, dated 30 Apr 1902.

Stock certificate for Sandon Rink Co. Ltd. Harris and Kelly 20 shares, 28 Jan 1901.

Receipt for redemption of all property taxes owed by JMH for 1914 (\$3,200) by special arrangement, 2 Jul 1915. Signed by D.A. McClelland.

Box 1, File 6:

Yale Columbia Lumber of Nakusp billhead: one carload of lumber, 13 Jun 1900.

Box 1, File 7:

Letter from Harris to Albert M. Sanford, 2 Aug 1951: "Your suggestion re: the \$100 would be well placed, for Ainsworth is almost a next door neighbour and shows considerable prosperity and need of such

a donation. Putting in my time eating and sleeping well without any pains, merely a weak heart and little desire to work, but up and around with regular hours."

1905 letter giving quote for painting powerhouse, Reco Hotel, Virginia Block, and Palace Hotel.

BC mining receipts to Evan Jones recording the Spokane, W.E. Child recording the Rabbit Paw, both dated 23 May 1892 and signed by T.H. Griffin.

Box 1, File 8 (i)

BC cigar factory receipts. High grade Havana cigars.

Box 1, File 8 (ii)

Undated Western Union telegram

To: Ed Finley, V.P. G.N.R.R., St. Paul, Minn.

Mrs. J.M. Harris good friend of ours. Enroute Washington DC leaving here tonight #2 with body of husband. Transferring Pennsylvania RR Chicago Thursday 3.40 PM. Any courtesies or assistance you can extend will be greatly appreciated.

A.F. McClaine
Spokane
424 Symonds Bldg

Harris pays \$2 x 2 in dog taxes, 30 Nov 1910

Taylor and O'Shea: S.S. Taylor and James O'Shea

Box 1, File 9:

Deed, 17 Oct 1921: JMH sells right to erect tram on Loudoun mineral claim to Silversmith Mines Ltd. for \$1.

Agreement of 22 Jun 1929 between JMH and Ewen Morrison of Vancouver: \$1 for the Belt, Marie Fraction, and St. Charles with right to use tunnel, track, ore car, and dump space on Loudoun claim. Purchase price \$15,000 (\$5,000 on 1 Oct 1929, and rest in a year).

Contract of 31 Dec 1897 explaining sale of Black Hotel, two lots on which it sits, furniture and fixtures to Harris for \$8,000 (effective 1 Feb 1898). \$100 now, rest on delivery. CJ. Smith witness. Certificate of title dated 18 Feb 1898, Ira W. Black to JMH and Fred T. Kelly.

Frederick Texas Kelley – full name given on certificate of title

Deed, 9 Oct 1899, JMH and Gilbert Malcolm Sproat for Methodist church, Lots 2 and 3, Block 9, Sunnyside Addition. Clarence J. Smith witness.

Lease agreement with Bank of British North America, 1 Dec 1896. West half of first storey on Lot 7, Block 1. Clarence J. Smith witness.

Frank A. Wood, 25 Jun 1900, takes \$10,000 mortgage on lots of Sandon townsite. Clarence J. Smith, witness.

Some document dated July 1891 concerning Clara C. McFadden of Wallace and lots on south side of High [?] St.

David A. McClelland sold Lot 1, Block to JMH in tax sale for \$9.24, 2 Jul 1915.

Reco Mining and Milling leases ore dump between No. 1 and 3 tunnels of Ruecau claim to John J. Fingland, 3 Aug 1908.

Annie Eagan transfers Lot 6, Block 2, Map 609A, 27 Jan 1899. Originally sold to her by JMH on 10 May 1897 for \$400.

Memo JMH and Gilbert Malcolm Sproat with Rev. Love. Agreed on 5 Oct 1896 that provided the proposed church at Sandon to be erected by public subscription, was erected and maintained for the use of any Christian denomination for the purposes of regular church services, they would donate a lot for such building to the Methodist Church as first in the field. Lots 15 and 16, Block A, Sunnyside addition.

Robert J. Stenson, administrator for the estate of Jacob Kelsen sells Lot 8, Block 4 to JMH, 23 Sept 1919.

Box 1, File 10:

Kaslo and Slocan Railway agreement, 26 Aug 1895: Need right of way over portion of Loudoun Claim, Lot 727. To pay \$420

damages. The CPR signed a similar agreement on 2 Nov 1896 with Harris and Sproat for \$500.

Map showing Loudoun and Blue Jay claims.

Box 2, File 1

Copy of notice served 4 Jan 1897:

TO WHO IT MAY CONCERN

All parties located on my lots in Sandon in arrears or who have not made satisfactory and definite arrangements with me for their occupancy by the 10th of January 1897 are notified that extreme means at law will be used to eject such persons and to recover possession of said lands.

Sandon, Jan. 2, 1897

J.M. Harris

Letter to L.A. Hupperton

Take notice that as the Bailiff to Harris & Kelly, your landlords, I have this day distrained on the west half of Lot 1, Block 7, in the City of Sandon the several goods and chattels specified in the annexed inventory for the sum of \$150 being amount of rent due to the said Harris & Kelly on Nov. 1, 1902, for the said premises. And that unless you pay the said rent with the charges of distraining for the same, or repay within five days from the date hereof, the said goods and chattels will be appraised and sold according to law. The said goods are now in the Reco Hotel barber shop, with the exception of the building on the above

described land. Given under my hand this 25th day of November 1902.

Warren Wetmore, Bailiff

Witness: F.L. Christie

Notice given that goods and chattels of Louis Hupperton to be sold at public auction on 9 Dec 1902. He had 13 months rent overdue. (The inventory is in another file prior to this, but I didn't note which.)

Harris and Kelly Bank of BNA lease, 1 Aug 1900

JMH leases Kootenay Hotel on Block 4, Lots 13 and 14, with furnishings for \$50 per month to Joe Depretto, 20 Apr 1929.

JMH leases upper story of Harris block on Reco Ave., Lots 6, 7, 8, Block 1 for one year at \$60 per month to Sandon Miners Union, 1 Sept 1899. Previously leased on 1 Mar 1899 for three months at the same rate. Although used as hospital, it is not mentioned in the actual leases, but handwritten on the back of both.

Fred Ritchie of Ritchie and Bewley, Hotel Reco leasees, to JMH in Spokane, 14 Nov 1905: "No doubt you are not very well pleased with us being behind with our rent but really we have been doing the very best we could. Business here has dropped off to nothing and it is certainly no fault of ours that you are not getting your rent. My wife and Mrs. Bewley has [sic] been doing the cooking all summer and we have done our very best to

economize in every respect but we gradually go behind ... Would like very much if you were coming up this way as we could give you a better idea of how very quiet this place has got."

Box 2, File 2:

Eli Carpenter of New Denver sells a 1/6 interest to Alex Sproat in the Kootenay Queen and Slocan Chief, 31 May 1897, for \$1,000, signing his name with an X. JMH bought same on 12 Aug 1897 for \$1.

Evan Jones sells 1/16 interest in the Texas, Ephraim, New Denver, and Clifton to JMH and Fred T. Kelly, 24 Dec 1894.

On 12 Jan 1894, the Whartons acknowledged receipt of money under memo of 14 Feb 1893, providing for 1/3 interest in the Ruecau and quarter-interest in the Clifton, New Denver, Ephraim, and Texas. Clarence J. Smith witness.

Harris and Kelly sell 2/3 interest in the Reucau ("commonly called Reco") mineral claim and half-interest in the Texas, Ephraim, New Denver, and Clifton, to George C. Wharton for \$2,240, 14 Apr 1894. The deal was voided in April 1895. JMH and Fred T. Kelly repaid the \$2,240 with two per cent interest within six months.

JMH gives option to Richard K. Waite and George T. Gormley in the Belt, Marie Fraction, and St. Charles, and right to use

tunnel, track, ore car, and dump space on Loudoun claim for \$15,000, 17 Aug 1926.

Box 2, File 3:

Loudoun and Nellie claims recorded 23 May 1892.

Rueceau certificate of work dated 4 Oct 1895 and 16 Feb 1895

Box 2, File 4

Re: Application to purchase Lot 816, Kootenay
C.W. McAnn submitted application on behalf of F.M. O'Brien to buy Lot 816 on 11 Mar 1897. Unsurveyed, unoccupied, unreserved Crown land. Notice in BC Gazette and The Kootenaian, 11 Dec 1897 [sic, s/b 1896]. Employed C.A. Stoess, PLS to survey.

Frank Meahan O'Brien of Kaslo

Notice is hereby given that two (2) months after date I, Frank M. O'Brien, intend to make application to the Chief Commissioner of Land and Works for permission to purchase one hundred and 60 (160) acres of unreserved Crown land, situate on the South Fork of Carpenter Creek, near its confluence with Sandon Creek, about one mile below the Town of Cody ...
Dated Dec. 11, 1896

Seeking 160 acres of unreserved Crown land on south fork of Carpenter Creek near its confluence with Sandon Creek, about one mile below the town of Cody.

Starting from initial post, SW corner of Lot 618 to SE corner of Lot 727.

W.S. Gore replied on 12 Mar 1897: "I regret to say that the application cannot be entertained, as the land desired by your client is situated within and forms a portion of the area embraced by a reserve established on the 13th April 1893. I may also add that the application overlaps mineral claims for which Crown grants have been issued." Returns his \$15 application fee.

Letter from Robert Cassidy, 18 Mar 1897: "Mr. O'Brien's position is that of a bona fide applicant for purchase, and at the time he made the application he knew of the mineral claim Crown grants — but with reference to these grants he charges the fact to be that they were obtained by misrepresentations on the part of the grantees, they never having found mineral-bearing rock in place covered by said grants ... The fact, moreover, is that the grantees of the said mineral claims, by virtue of their mineral holdings or title, are using the surface thereof for purely speculative and townsite purposes, and are reaping a very large income by way of rents and selling building lots, and in this respect are prima facie evading the land laws of the province, and turning to account their grants in a way never intended by the Crown or Legislature. "The said mineral grantees have actually had surveys made, and maps and plans filed in the Land Registry office here, of the said mineral claims for townsite

purposes, and instituted several actions of ejectment against persons peaceably on said land because they refuse to pay ground rent. The ground applied for is certainly very valuable for townsite purposes and under Mr. O'Brien's application the Government would still be entitled to every fourth lot, and would thereby realize a very considerable sum of money which is now being collected by and paid to the mineral claim grantees. "I submit, therefore, that the mineral claim holders have by these evasions of the land laws put themselves beyond the right to ask at this hour any concessions from the Government by way of perfecting their title to the surface rights of said claims for townsite purposes, while on the other hand, Mr. O'Brien comes regularly and in good faith as a purchaser, and in so doing discloses to the Government the irregularity and fraud of said mineral claim holders, and thus puts the Government in the position that taking the statutory reservation of every fourth lot they thereby realize a handsome sum, which without Mr. O'Brien's assistance was going to undeserving persons. "I am instructed to act as Mr. O'Brien's solicitor in Victoria ..."

Malcolm Sproat to deputy commissioner of lands and works, Victoria, 24 Feb 1897, signing himself owner of one-half of the Loudoun. The application includes the Blue Jay and Loudoun and portions of other mineral claims, "and of the lands, stations and works of two railway

companies, together with a town of 1,500 to 2,000 inhabitants, and several hundred thousand dollars worth of improvements.”

Notice was posted in the waiting room of the K&S depot.

W.S. Gore, deputy commissioner replies 1 Mar 1897 to Sproat: lands applied for are not open to purchase. Apart from overlapping previously granted and recorded mineral claims it comes within the boundaries of the Kaslo and Slocan railway reserve.

Petition submitted to the BC legislature

The petition of the undersigned business men and residents of the City of Sandon humbly sheweth:

1) That in 1892, John Morgan Harris, an American subject, located the Loudon [sic] mineral claim on which now the greater portion of the City of Sandon is situated.

2) That before the said Harris had said claim Crown-granted in 1895, he transferred to one Justic [sic] Sproat, a supposed influential British subject, a portion of the said claim to him.

3) That in the interval between locating and Crown-granting several tunnels had been driven on supposed leads on said property, and to the present no mineral or mineral lead has been discovered, thus

establishing the fact the affidavit on which the Crown grant was issued was insufficient.

4) That all the Acts bearing on such cases convey the conclusion that surface rights to mineral claims are given for mining purposes only.

5) That no portion of the said Loudon Mineral Claim is now used or required for mining operations, and that the said Harris and associates are selling, leasing, and otherwise disposing of the surface of said Mineral Claim, to the serious detriment of other settlers thereon, as if they had made an absolute purchase from the Crown of all surface rights in the first instance, instead of locating a mineral claim.

6) Your petitioners, therefore, pray that since the said property is not required for mining purposes, and since the affidavit on which the Crown grant was issued, is defective, that the whole surface rights be thrown on the market by the Crown, having a respect for present occupants, the locator and associates included, or otherwise disposed of as may do a fair measure of justice to present occupants and holders of improvements thereon.

And your petitioners, as in duty bound, will ever pray

Michael Kislin [sic], Miner and prospector
Nicola D. Palorcia, Shoemaker

A.D. McKenzie, Laundry
and 41 others

Michael Kirlin, Nicola D. Palorcia, H.D.
McKenzie, J. Moore of Ivanhoe Hotel,
G.M. Spencer, merchant; Victor
Kleinschmidt, laundry; Hugh McGee, Star
Hotel; T. Jalland, merchant; D.J.
Robertson, merchant ...

An analysis of the 44 signers written
above may be of interest for those who
signed the petition as well as others
interested. Two are now in jail for
vagrancy, serving a sentence of 30 and 60
days respectively. Eight only are doing
business on the Loudoun Claim (Sandon
First Addition) five of whom ground
lease from Harris or Sproat and three rent
buildings from other parties or squatters.
Fifteen do not live on the Loudoun claim
(Sandon First Addition) but own, lease,
or rent portions of the Blue Jay townsite
or the Railroad Additions. The remainder,
19, are generally not known and could
not have any real interest in the welfare
of the city.

Box 2, File 5

16 page bill from Taylor & Hannington
and Taylor & O'Shea, 22 Apr 1903:

1901-02, Slocan Power Co.: \$623
1901-03, Waterworks: \$503.84
1901-03, Harris vs. Kirlin: \$83.50
1902-03, Harris vs. Pitts: \$85.45
1901-03, General: \$70

Appears that when Harris won judgment
against Kerlin he had to garnishee money
from the American Boy Co. and Mascot
claim. But then Kerlin paid the
judgement at the last minute to settle the
matter.

Box 2, File 6 (i):

Allan Stubbs affidavit, 8 Sept 1900: clerk
in H.H. Pitts' store. Pitts now in the east.

"The Said defendant Pitts is the
registered owner of Lot A, Block 1, a
subdivision of District Lot 482, Group 1,
Kootenay district. The said Lot being
further known as the Blue Jay mineral
claim, and the same constituting also a
portion of the townsite of Sandon. Lot
adjoins Lot 727, Loudon mineral claim.
When the surface of Loudon mineral
claim was surveyed, Reco St., 30 feet
wide, was laid out on same, which ends
at the side line of the Loudoun mineral
claim just in front of the Pitts building.
Lot A not on Loudon claim, nor does it
touch Reco St., nor encroach upon Reco
St. Pitts doing business there for three
years, before plaintiffs bought Reco Hotel
property. Said building "in no way
hinders traffic over the said street and in
no way damages the Reco Hotel property
as there are no buildings whatever on the
said Reco Hotel property." Pitts building
won't interfere with the Reco Hotel
property, as Main Street will cut off the
greater portion of it and the CPR building
a side track just adjoining it. "The
plaintiffs well knew of the work of
construction of a building on the said Lot
A by defendant Pitts was going on, but

took no proceedings until it is now nearly completed ..." Anxious to finish before winter. Doing business out of a tent. Will suffer great damage in loss of trade and damage to stock which can't be properly taken care of in a tent.

Injunction granted 10 Sept 1900 restraining defendants from continuing to erect a certain building on Reco St. opposite property owned by plaintiffs. Injunction renewed/extended 24 Sept, 4 Oct, 17 Oct, and 1 Nov 1900.

Trial 27/28 Feb 1901 in Nelson. W.A. Macdonald, KC for plaintiffs, and J.H. Bowes and F.L. Christensen for defendants.

Trial judge, Mr. Justice Irving: "The building is permanent and, if permitted to remain, will permanently narrow the roadway. It was established to my satisfaction that the erection of this obstruction substantially lessened the selling price or value of the plaintiff's property. I think he is entitled to the relief he prays with costs."

Defendants ordered to tear down and remove the encroaching part of the building.

JMH and FTK vs. H.H. Pitts and Wm. H. Stubbs. 8 Jul 1900 won judgment for \$509.56 debt. 28 Jun 1901: taxation of plaintiff's bill. 4 Sept 1900: \$793.89 total costs in Pitts case and \$2 tax.

Reco Mine negatives, 1952, from Irene Stevens of Okanagan Falls.

Sandon Standard billhead

Story from the *Province* of 23 Feb 1909 concerning Rabbit Paw case.

Box 2, File 6 (ii):

Harris and Kelly lease Lots 24 and east half of Lot B, Block to Pitts, 18 May 1901, to hold building now across Reco St. To be removed immediately and placed with front parallel and on line with south side of F.J. Donaldson building and NW corner not more than six inches from said building. Five-year lease, effective 1 Jun 1901, \$10 per month. Diagram shows that the building was dragged directly across Reco St.

Statement of claim, filed 5 Sept 1900, said the plaintiffs were mine owners and hotel proprietors. Stubbs was chief of police. Sandon incorporated 1897. Plaintiffs bought lots 23 and 24 and east half Lot A, Block 2 and Lots 1 and 2 of Block 2 in February 1898. Reco St. was 50 feet wide. Plan 609 deposited 27 Dec 1895. Defendants in Sept-Oct 1900 obstructed Reco St. and plaintiffs' land — encroaches 35 feet on street, permanent obstruction. Plaintiffs' property value damaged.

Pitts' statement of defense says he erected a building used as a store and home long before JMH bought the Reco Hotel property. Pitts bought his property

from the owner of the Blue Jay mineral claim, but it doesn't say who that was. Wm. M. Stubbs said he had no interest in the building or the lot.

Plaintiff's bill September 1900 to May 1901 was \$793.89. But a revision from August 1900 to January 1902 only puts it at \$661.65.

Pitts trial was originally scheduled for 6 (or 12?) Feb 1901, but apparently changed to 27/28 Feb 1901. Archie Mainwaring Johnson of Macdonald and Johnson represented the plaintiff. F.L. Christie and J.H. Bowes acted for the defence. On 20 Mar 1901, judgment was issued ordering Pitts to tear down part of the encroaching building.

The following newspaper item is not in the fonds, but is relevant to the case:

The Tribune, 13 Dec 1902:

SHERIFF'S SALE

Province of British Columbia, Nelson West Kootenay District – To-wit:

By virtue of a writ of Fieri Facias issued out of the Supreme Court of British Columbia, at the suit of John Morgan Harris and Fred J. Kelly, Plaintiffs, and to me directed against the goods and chattels of H.H. Pitts and William M. Stubbs, Defendants, I have this day seized and taken in execution all the right, title and interest of the said defendants, H.H. Pitts and William M. Stubbs, in the two-story frame building situate in the part upon Reco avenue, in the city of Sandon,

and in part upon the westerly part of Lot A in Block numbered one (1) of the subdivision of District Lot numbered 482, Townsite of Sandon, according to plan numbered 609 to recover the sum of \$513.06 and also interest on \$509.56 at five percentum per annum from the 8th day of July 1900 until payment, besides sheriff's poundage, officer's fees and all other legal incidental expenses; all of which I shall expose for sale, or sufficient thereof to satisfy said judgment debt and costs, at my office, next to the Court House in the City of Nelson, BC on Monday the 22nd day of December, 1902 at the hour of 11 o'clock in the forenoon. NOTE – Intending purchasers will satisfy themselves as to interest and title of the said defendants.

Dated at Sandon, BC 11th day of December 1902.

In the new townsite, Reco St. still existed but was now a back alley to Main St.

George E. Foster of Ottawa takes an option on the Grand View, Gopher, Omega, Twilight, No. 1, No. 2, Nellie B.

Box 2, File 7 (i)

Star v. White appeal judgement, 23 Nov 1907. Appeal partly heard 12-15 Nov 1906, then order to do experimental work given on final day. Appeal resumed 8-12, 15-19, 22-23 Apr 1907.

Second page of letter from Joseph Martin to S.S. Taylor, 29 Jun 1909: "Let me congratulate Mr. Harris and yourself on

this triumphant end to a great case.” Martin noted he expected to be elected to the House of Commons easily.

J.H. Park of Moyie to JMH, 19 Jan 1908, with congratulations: “Mr. Elmsdorf must feel disappointed about those curves in the slates. Also Chief Justice Hunter with his myth.”

F.L. Sizer, mining engineer, to JMH from Helena, 25 Nov 1907: “Your telegram announcing the good news was delivered at my home Saturday evening just as some friends were dining with us. When I read out what you said ... I was congratulated and I can assure you that I am just as happy over the result as you can possibly be. I had been worried somewhat to think that the decision was so long delayed but, since the judges found so completely in your favor, it is a result that we could afford to wait for.” Indebted to Theo Simons, now professor of State School of Mines at Butte for bringing him into the case. “I appreciate being associated with so good a fighter as yourself and, considering all the conditions, this is the greatest legal victory that I have ever been connected with a mining lawsuit.”

Davis, Marshall, and MacNeill of Vancouver.

Box 2, File 8

Robert S. Lennie to JMH
re: consolidation, 19 Aug 1911: “Whereas unhappy differences have existed in the

past between the said two companies resulting in protracted and costly litigation and whereas the said Lennie has for some time past been actively engaged in an endeavor to heal the said differences and promote harmony between the two said companies, and whereas the said two companies are willing to compose their differences and to give the said Lennie a further opportunity of completing an arrangement for that purpose ...”

One million shares and \$100,000 to be divided between Whites and Star Mining and Milling at 2/3 vs. 1/3.

Slocan Star ore shipments 1894-1905
17,870 tons worth \$1.291 million gross,
\$933,000 net

Concentrates 1896-1905
15,594 tons worth \$1,229,641 gross,
\$896,804 net

Box 2, File 9:

JMH to S.S. Taylor, 3 Jan 1908: “[W]e have the greatest confidence in you and your ability and give you the entire credit for the success of the case to date and feel confidence that you will bring it to a final and successful end ...”

JMH to SST, 14 Jan 1908: slams Davis.

JMH to E.P. Davis, 20 Jan 1908: ““This fight with the Whites has been going on nine years, and it has been in the courts seven years, an unreasonably long time

from my point of view and the Whites say they will keep it in the courts four years longer at least. And all the time it is pinching us more and more in a financial way.” Johnny pleaded with Taylor to hurry things up: “Any delay of any nature is just what they want and I am most positive it would be against our interests ...”

JMH to SST re: E.P. Davis, 24 Jan 1908:
“Our finances will not permit us in employing any other counsel than yourself to finish this case.”

JMH to EP Davis, 24 Feb 1908
“I appreciate your kind offer as well as your very great interest in this case, but Mr. Kelly and myself came to the conclusion some time ago that any delay in this case meant the same for us as its loss. We find on summing up recently that we have paid out all told in this fight about \$47,000 besides the great loss of time and energy on our part, which is no small item. The opposition make their influence so strongly felt in outside matters pertaining to our varied business affairs that it is positively necessary that this case be finished up without any further delay.

“If this case should be postponed to October and a proportionate time be consumed in finishing it up it will consume another two years and even though we should finally succeed the uncollectible expense would be so great that we would win an empty sack when finally finished.

“Not only is there a reasonable time a lawsuit should last but there is a limit to the time a client can stand up under one, drawn out as this has been drawn out.

“Although my attorneys have been unequal to the wiles and tricks of the other side, engineered by a man like Byron N. White, yet I believe Mr. Taylor understands the conditions as well as our position and will be able to finish the case in a reasonable time and thus protect us as well as our attorneys in their fees.”

JMH to EP Davis, 20 Jan 1908:
“[O]ur finances are in such a state that it was necessary to request of Mr. Taylor that he create no expense that we can possibly get along without and especially in the way of expensive prominent counsel to assist in the higher courts of which we had retained one other besides yourself in the earlier stage of this case. Of course I feel thankful to our attorney for bringing the case to its present favorable state, and we should all feel flattered over the judgement of the full court, but I can conceive of no cause that would permit myself or my attorneys to consent to any further delay in winding this case up in a regular and complete way.

SST to Lennie, 15 Feb 1908 re: appeal book: “There will be at least 3,000 pages of printed matter involving very intricate questions of fact.”

SST to JMH, 6 Mar 1908: “I note your remarks as to delays and we might as

well understand each other: a very great amount of work has been done in the usual course which you do not know and therefore cannot appreciate. Further I must decline to allow anything to interfere with the preparation of this case for appeal. I am working on it day and night and will in any event be hard pressed for time to complete same. To go into other features of this case now, no matter what the result may be, would be suicidal."

SST to Fell and Gregory, Victoria, 17 Mar 1908: Packing up ore samples and models to Ottawa.

JMH to SST, 8 Jul 1908:

I visited the stopes in Star M & M Co. yesterday in company with O.V. White ... He said that he thought the only thing for us to do even now was to get together and settle the matter ourselves or it never would be settled, at least until most of us had passed into the other world ... My advisors insist that I will lose this case yet unless I get Davis back in the case and that you both work in harmony in the matter; that I will need all the influence and prestige [?] of all my attorneys at Ottawa more than ever before. I hope I will not be thrown in the position of having to consider any of their propositions of settlement as the strain and effort of trying to keep our heads above water during all this delay has been more than any one can stand.

JMH to SST, 16 Jul 1908: "There can be no doubt but that you are in the best position to fight the case through, and thoroughly capable and I would prefer that you alone should do it. But I cannot for the life of me understand why you should sit idly by and let these people ignore that notice to clean stopes, or why you should permit them to take this case to appeal without some effort at making them put up bonds, surely no such thing was ever permitted before in a case of this kind. when we discussed the matter at Victoria it was understood that a large bond would be expected and you said you would not assist them to appeal. The next thing I learn and not from you when I should have gotten it first, is that you had assisted them in the matter and only nominal bonds would be given. I am satisfied they would not have appealed if steps had been taken to make them give sufficient bonds ... It has been eight months since the decision was given and as far as I know nothing definite has been done in this cost case and no assurance from you as to what would be done. You know as well as I do the great injury and cost the delays and agreements with the opposing counsel has caused us before Davis went out of the case, but the delay and conditions since the decision by the full court has given us more grave cause for worry and doubt as to the result of this case than anything before ... I know that a client must have confidence in his attorney and that client and attorney should work in perfect harmony, and that certain rights are due to each from the

other and that I may not know just what they are, but I am quite sure that an attorney should not take any steps that might cause a client loss or injury without consulting him, which has been done so many times in this case ... Our whole kick can be summed up in the few words 'Client and attorney should, upon all important steps contemplated and likely to affect the case, agree upon beforehand' then there would be no cause for dissatisfaction or complaint. If It had been done in our case many of the mistakes could have been avoided and I believe the suit would have been successfully finished many years ago."

S.S. Taylor to Ottawa lawyers, 8 Mar 1909: First time BC Supreme Court heard evidence on appeal. (Elsewhere I have seen it stated that it was the second time.)

Robert Lennie to S.S. Taylor, 27 May 1909: Whites have now paid nearly \$13,000.

S.S. Taylor to JMH, 14 May 1909: the Whites had paid \$10,654, costs of trial partly taxed.

Joseph Martin to SST, 29 Jun 1909: "Just wired you 'application dismissed.' Sir Robert Finley took two hours and I was all loaded up to answer him when the court threw the case out without calling upon me and ordered petitioners to pay our costs. I am very glad you authorized me to appear. They had Sir Robert Finley

and another English counsel besides Bodwell. It gave me prestige to appear alone for your side. Sir Robert dwelt strongly on the fact of C.J. inspection, but I would have answered that by pointing out that he saw nothing as a matter of fact but what was found in evidence or admitted by both sides and think his personal inspection gave him no advantage over other judges. The real point in this application, however, was that it was all a question of fact and they had appealed to Supreme Court of Canada and had that court unanimously against them. Lord Mcnaughten took that point and that settled it."

Blake and Redder of London to SST, 30 Jun 1909: Application heard by Lord Macnaughten, Lord Dunedin, Sir A. Scoble and Sir A. Wilson. Sir R. Finley for petitioners "argued at considerable length" (on 29 Jun 1909). "The board appeared to be of the opinion that there was no substantial question of law involved as the dispute really turned on questions of fact. After a short deliberation and without calling on Mr. Martin, Lord Macnaughten announced that the committee did not consider this a case in which special leave ought to be granted and the application was accordingly dismissed with costs."

Davis to JMH, 30 Jun 1909: \$3,411 still outstanding.

SST to JMH, 16 Jul 1909: Martin asked to appear against Bodwell. If they won it

would cost nothing, if they lost total cost of £5. Taylor said okay. Martin was also retained for the Sandon Water Works appeal in Ottawa.

SST to JMH, 4 Aug 1909: Taylor now of Taylor and Harvey of Vancouver.

John B. White to JMH, 11 Aug 1909: wants to meet in Nelson on either of propositions submitted by JMH on settlement of damage claim for ore extracted: 1) on payment of \$20,000, settlement in full. 2) Surrender by White Co. of extralateral rights on Slocan Star insofar as Heber Fraction.

JMH to John B. White, 14 Aug 1909: No thanks, not coming.

Davies, Marshall, Macneil to JMH, 19 Aug 1909: Re: Star vs. White. Account \$3,411.80: "This account has now stood a very long time and it would be a great convenience to us indeed if you could let us have a cheque for same."

E.P Davis, KC
D.G. Marshall
C.B. Macneill, KC

SST to JMH, 23 Aug 1909: re: settlement on damages. "May be that the Whites will treat you decently in the future and that you will not have the trouble that I anticipate."

E.P Davis to JMH, 5 Oct 1909: Costs of appeal \$10,000 paid, trial costs of

\$13,000 taxed and ready for payment, but still not paid

JMH to E.P. Davis, 28 Oct 1909: SST collected \$13,000 from Victoria and Ottawa appeals?

He still owed E.P. Davis the \$3,411 as of 2 Nov 1909.

JMH also used law firm of McGivern, Hayden, and Greig in his appeals. Not sure whether they were from Victoria or Ottawa.

Did they need to secure leave to appeal to the Privy Council?

Subpoena to JMH, called as a witness by the defence in McGune, Hoge and McDonald vs. S.S. Bailey, 10 Sept 1896.

Omega leased to Penney, McDonald, and Milloy, 26 Aug 1904.

Box 3, File 1:

F.T. Kelly sells all title and interest in property in Sandon and 499 shares of Sandon Water Works to Harris for \$9,316 on 5 Jun 1912. Also quits as secretary of said company. Signed by Fred T. Kelly and Nellie M. Kelly.

Reco Hotel leased to W.M. Bennett as of 1 Dec 1908.

Booklet: "Steam radiation as checked Sept. 1, 1899"

HARRIS BLOCK

First floor

Store 1: Miss Wilson

Store 2: Vacant

Store 3: Vacant

Store 4: Cliffe and Co.

Store 5: Bank of British Columbia

Store 6: McQueen's Drug Store

Miner's hospital

Room 1: Waiting room

Room 2: Miners hall

Room 3: Matron's room

Room 4: Writing room

Room 5: Bathroom

Room 6: Ward room

VIRGINIA BLOCK

First floor

Office

Store 1: Vacant

Store 2: Main Bros

Second floor

Rooms 1-12, toilet room

Third floor

City clerk's office

Waiting room

Mr. Harris's room

Virginia block hall

GOODENOUGH HOTEL

First floor

Store

Second floor

Parlor

Rooms 3-10

Dining room

Third floor

Rooms 14-25

HOTEL RECO

Basement

Liquor room

Sample rooms 1, 2, 3

Under kitchen

Toilet

First floor

Hallway

Office

Bar room

Pool room

Card room

Kitchen

Store room

Dining room

Second floor

Parlor

Hallway

Rooms 2,4, 5, 14, 17

Bathroom

Cook's room

Waitress' room

Third floor

Rooms 25, 29, 30, 39, 42

HUNTER BROTHERS STORE

Two floors, including office

E.R. ATHERTON

Two floors, plus basement including post office

P. BURNS & CO.
FIRE HALL

Eight buildings total on steam heat plan

Billhead shows Harris bought \$226 worth of liquor from Victoria firm

Box 3, File 2:

Reco payroll of 23 Dec 1904 shows J.G. Steel as an employee. Also Warren Wetmore (general) and Thomas Trenery (bartender).

Box 3, File 3

Hotel Reco billhead, Harris and Kelly proprietors, 1 Feb 1901.

Sandon Waterworks incorporated 7 Apr 1896 to serve town of Sandon and Sandon Addition No. 1. Water from Tributary Creek, Sawmill creek, south fork of Carpenter Creek, and Sandon Creek. Sproat, Harris, and Kelly. Petition dated 25 Jan 1896. Act respecting the incorporation of the Sandon Water Works and Light Co., No. 46.

Box 3, File n.n.

"Sandon Waterworks leases and contracts"

Fred T. Kelly's signature on 1919 document as secretary

Sandon Waterworks plant insurance policy for \$2,500. Taken out on 16 Apr 1898 with Phoenix Assurance Co. of London for one year. \$750 in buildings,

\$500 on dynamos, \$1,250 on machinery. Covers damage caused by electricla current and fire originating outside machines. Also an identical policy with British American.

City/Waterworks agreements mentioning 11 hydrants: 1 Aug 1900, 1903, 1908, 1909, 1910, 1911

Box 3, File n.n.

"Water and electrical rates"

Water

Homes \$1.50/mo

Stores \$2.50

Restaurants and saloons \$5

Hotels metered

Laudries \$5-10

Stable 50 cents or meter

Bathtubs, public \$1.50

Bathtubs, private \$1

Meters \$1 per 1,000 gallons

Electric (as of 15 May 1900)

5 cents to 8 cents, 16 to 1,000+ CP

Citizens petition agreeing to take certain lights. The condition was 4,000 16 CP incandescents and 15 1,200 C.P. arc lights.

Box 3, File 6:

Reco Mining and Milling Co. building insured for \$3,500, expires 27 Apr 1900. On Texas mineral claim. Two-and-a-half-story frame boarding/bunk house. Another policy until 27 Apr 1901, and another with London and Lancashire Fire Insurapnce, expires 27 Apr 1899, insured

for \$3,500, and another for the same amount expiring 27 Apr 1899. Also \$1,500 policy with Employers' Liability Assurance Co. on 27 Apr 1898 against claims for personal injuries to workers.

Box 3, File 7

George E. Foster lease, 4 Feb 1901, option on the Reco for \$500,000 and seven others for \$45,000.

John Whittier of Kaslo lease on Reco-Goodenough, 1 Mar 1908 to 1 Jan 1911. Lessee to pay 20 per cent royalty on net smelter returns.

Michael Zattoni lease on portions of Reco No. 2 and Reco-Goodenough, 10 Mar 1908 to 1 Apr 1909, 25 per cent royalty.

George Grant, Texas claim, 23 Mar 1908 to 1 Jul 1910.

J.A. Whittier, Reco-Goodenough, 12 Mar 1908 to 1 Jan 1911

Noble Five Mines Ltd., one year lease with Reco Mining and Milling (JMH and FTK), 25 Sept 1928. Includes Clifton, Grandview, Gopher, New Denver, Ephraim, Ruecau, Omega, Twilight, Mollie, Texas, Polo, Eldorado, No. 1, 2, 3, 4, and 5 Fraction, Pirate. 25 per cent net smelter returns.

Reco Mining and Milling contract (JM Harris, FT Kelly and Clarence J. Smith) with George E. Foster of Ottawa, 4 Feb 1901, for \$1 plus option on the Reucau,

New Denver, Clifton, Ephraim, and Texas. \$500,000 due by 1 Aug 1901 for Reco and \$45,000 on seven other properties. Foster to receive 10 per cent commission on all monies received on option.

29 Apr 1901 deal between Reco Mining and Milling and A.W. Crittenden and Caleph Peck, all of Sandon, to extend tunnel of No. 1 vein of Reco mine 25 feet for \$200, etc.

12 Mar 1908 contract with John Whitter of Kaslo with Reco Mining and Milling, lease for the Reco-Goodenough vein below No. 7 intermediate tunnel. To run through 1 Jan 1911.

Indenture with Michael Zattoni, 10 Mar 1908, on portions of the Reco; with George Grant, 10 Mar 1908 on Texas and No. 7 vein; with J.A. Whitter, 12 Mar 1908 on Reco Goodeneough; to Noble Five Mines Ltd., 25 Sept 1928, 18 properties including Rucau, Clifton, New Denver, Omega, Texas, Eldorado, Gopher, Mollie, etc.

Box 3, File 8

3x Reco Mining and Milling cover ca. 1899-1900 and unused billhead

Letter from Colorado Iron Works, 1 Feb 1897 to JMH proposing a Finlayson tram: "As requested by you, when I visited the mine, I herewith submit proposition on tramway line 7,000 feet in length with a capacity of 20 tons per hour. At the time

of my quoting you, I quoted you this tramway at \$11,500. You will note that our proposition is \$1,380 higher than that quoted you at that time ... From our conversation with you we understand that you desired to erect this tramway yourself. This is entirely satisfactory to us and while we have no voice in the matter of who your engineer should be, we really believe that Mr. B.C. Riblet would give you the best satisfaction of anyone that we know of."

Leo. D. Sivyver, mining engineer, to JMH, 22 Aug 1902: "I understand the mine [Reco] does not show within the present workings, shipping pay or of more than minor importance, but that you have confidence such ore bodies exist within the unexplored areas."

J.T. Wilkins to JMH, 10 Feb 1897 on Hotel Allan, Rossland, stationery, seeking Reco stock: "I notice telegraphic despatch from Sandon in today's Miner that your Reco is expected to give another \$100,000 dividend April 1st. If this does not prove to be an April Fool you will startle the whole world."

Box 3, File 9

Letter from State Fire Insurance Co. (Spokane) to Harris, 3 Feb 1900, addressed to Vernon Mills

George E. Foster to JMH from London, 15 Jan 1901: "I think I can dispose of the Reco if I can get things rapidly into shape. The buyers would prefer the whole

mine and not simply a controlling share of the stock." Suggests \$500,000 for Reco and \$100,000 for other properties.

Letter from Thomas Newcomb of Spokane to JMH at Vernon Mills, 3 Feb 1900: "Again we have a party interested in the Reco property who is perfectly able to take it up if we can make satisfactory arrangements ..." Deal to sell Reco for \$1 million?

Box 3, File 10

Reco Miling and Milling dividend, 20 Mar 1906:

4592 – G.W. Davis, Vernon Mills
4593 – A. Warren Davis, Vernon Mills
4594 – Wm. Clinton Davis, Vernon Mills
4595 – W. Golda Davis, Vernon Mills
4596 – Clarence E. Davis, Vernon Mills
4601 – G.B. Davis, Vernon Mills

All for \$20, except \$40 to G.W. Davis

(Vouchers 4593 thru 4596 are in the same handwriting)

Reco divided receipts, 20 Mar 1906:
(Dividend 6 of 2 cents per share on stock)

Myra H. Kelly, 516 S. Tacoma Ave.
Tacoma

Merritt P. Kelly, Tacoma, \$20

Lou E. Kelly, Tacoma, \$20

Marie E. Kelly, Tacoma, \$20

Hattie E. Kelly, Tacoma, \$20

George E. Martin, Toronto, \$161

G.B. Davis, Vernon Mills, \$20

G.W. Davis, Vernon Mills, \$40
Clarence E. Davis, Vernon Mills, \$20
Golda Davis, Vernon Mills, \$20
Clinton Davis, Vernon Mills, \$20
Warren Davis, Vernon Mills, \$20
G.C. Wharton, Mobile, Ala., \$1,955

31 Dec 1915: F.T. Kelly still secretary of
Reco Mining and Milling Co. according to
notice of AGM

Box 3, File 12:

Reco Mining and Milling billhead (1890s)
and cancelled cheques. Box receipt of
Sandon post office, 1908. New Denver
Bank of Montreal cancelled cheques.

Edward P. Allis Co. of Milwaukee to Reco
Mining and Milling, 21 Sept 1896, re:
\$14,500 worth of equipment, including
water wheel

Box 3, File 13

Reco payroll shows Elmo Davis as
foreman, earned \$81.75 for the month
ending 31 Jan 1901, which was less than
the blacksmith, who made \$92. Elmo was
paid \$5 per day, compared to the miners
who got \$3.50.

Box 3, File 14

First reference to Elmo Davis in Reco
store accounts is 10 Apr 1897.

Box 3, File nn:

Sandon Waterworks and Light Co. spex
from Edward P. Allis Co., 1896.

Cancelled cheques Canadian Bank of
Commerce, Sandon, 14 Mar 1901

Billheads/letterheads:

McMillan and Pound, contracts and
builders, Sandon, 28 Mar 1908
Noble Five Consolidated Mining and
Milling Co., Cody, 12 Nov 1897
Yale-Columbia Lumber Co., 24 Sept 1901
(Mills and yards at Nakusp, West
Robson, Ymir, Rossland, Eholt,
Greenwood, Deadwood, Rock Creek,
Phoenix, and Cascade)

Box 4, File 1a:

Billheads/letterheads:

Black and Cameron, general merchants
and builders, 19—
Green Bros, Burden & Co., Nelson 1919
Alex McMillan, carpenter and builder,
Sandon 1919
Nelson Iron Works, 1919
Noble Five Mine, 1919
Slocan Mercantile Co., 1918
The Goodenough, 189—, Mrs. M.A.
Smith, prop.
City of Sandon business license, 15 Jan
1920, A.J. McGillivray, acting mayor
Certificate of title, Sandon Waterworks, 1
Jun 1898, Block 8, Lots 10-11, Map 609a

Box 4, File 1b:

T.H. Wilson, Silverton, 1916
S.J. Towgood, 1916
Towgood Bros. 1913
Sandon Waterworks and Light.

Box 4, File 3:

Slocan Power Co. articles of incorporation (booklet), 6 May 1901
Shareholders: JM Harris (4,985), Fred Texas Kelly of Sandon (4,985), Patrick Johnson of Sandon, electrician (10), St. Elmo Davis of Sanon (10), James Elliott Wood of Sandon, accountant (10). Total: 10,000. To use streams on Seaton Creek, two miles from junction at Three Forks, south fork Carpenter Creek, north fork Carpenter Creek.

Nelson Economist billhead, 30 May 1901

Box 4, File 4:

W.R. Megaw, wholesale/retail dealer, 1904
Folliott and McMillan, contractors and builders, 1902

30 Oct 1911 agreement between Slocan Star and Star Mining and Milling over Rabbit Paw

Star Mining and Milling cover, 1915

Box 4, File 8:

Silver-Lead Mines Association of BC founded 6 Apr 1899 at Reco Hotel, head office at Sandon. Members include JMH, BC Riblet, Oscar White, E.M. Sandilands, etc. JMH on executive committee. Members paid \$1 per month per employee, payable after 1 Jan 1901.

Box 4, File 9:

E.M. Sandilands billhead

Box 4, File 10:

Last Chance mine cover

Petition to governor general about eight-hour day law, which has "seriously and most materially interfered with and injuriously affected the business of metalliferous mining in BC and the said business cannot now be carried on successfully and economically in the said province." Ask that the act be disallowed. Undated. Signed by a number of mine owners groups in West Kootenay and represented in the Slocan by C.H. Hand (Payne), P.J. Perry (Noble Five).

Silver-Lead Mines Association letterhead
Payne Consolidated letterhead, 29 Dec 1899

Sandon Miners Union, 27 Dec 1899
(indicating union incorporated 5 Dec 1898)

Mine owners letter of 23 Dec 1899 offers \$3.50 to \$4 per day, but disputed wage was for hammersmen.

Box 4, File 12:

14 Apr 1894 deal between JMH and FTK of Kaslo giving G.C. Wharton a 2/3 interest in the Reucau, 1/2 in Texas, 1/2 in Ephraim, 1/2 in New Denver, and 1/2 in Clifton for \$2,240.

Annual pass from the International Navigation and Trading Co., 30 Sept 1896 as new boat nears completion (SS *Alberta?*): "Fully recognizing the fact that to our leading mining men must be attributing the success of this district and its growing prominence in the world, we

shall be honoured by your acceptance and use of the enclosed annual pass."

Box 5, File 1:

Noble Five annual report 1929. Proposed West Kootenay Power line into district?

11 Jul 1892 receipt for Ephraim received from Evan Jones.

Box 5, File 2:

Receipt for Ruceau mineral claim, Charles K. Brown, 7 Jul 1892

Box 5, File 3:

Bock beer label

Goodenough billhead, 189—, unused x 2 Wm. J. Twiss, notary, Kaslo, 1900

John L. Retallack, notary, Kaslo, 19 Sept 1896: "I, R.E. Lemon agree to give to the public twenty-five (25) feet of Lot B, Block II (two), Town of Sandon, BC, to be used for the purpose of a street to connect Reco St. and CPR St. in consideration of Ira W. Black giving twenty-five feet of Lot A, Block II (two) in the said town for the said purpose." R.E. Lemon, witness A. Macdonald

"I Robert E. Lemon agree to sell Ira W. Black of Sandon, BC Lot A, Block Two (II) in the Town of Sandon, BC for the sum of seven hundred and fifty dollars (\$750) cash." R.E. Lemon, witness A. Macdonald, same date, also on Retallack stationary

Nelson Daily News, 13 Feb 1918: "He is a firm advocate of the commission form of government ... He does not think that a major ..."

Box 5, File 5:

"Italians make strike in Sandon," *Spokesman Review*, 24 Oct 1908

Box 5, File 6:

Slocan Drill billhead and letterhead with Robert T. Lowery's signature, 1900
E.M. Sandilands, letterhead, 1900
Kaslo Hotel letterhead, 1900

Box 5, File 8:

Spokane Chronicle, 28 Mar 1939: John G. Cunningham obit (Clarence's brother, owned Slocan properties)