

***Special meeting to discuss lease of Deadman's Island and to ascertain if Island belongs to the City.***

This transcript was made in 2024 by Transcribimus volunteers Carole Wilson and Marie-Claude Tremblay.

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Volume 9, pages 85-89

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Vancouver April 25<sup>th</sup> 1899.

The Council met on Tuesday April 25<sup>th</sup> 1899 at 8 P.M.

Present His Worship the Mayor and full Board of Aldermen. Also the City Solicitor Hon Joseph Martin and M<sup>r</sup> Ludgate.

This Indenture made this                      day of                      A.D. 1899.

Between

The Theodore Ludgate of the City of Vancouver in the Province of British Columbia Contractor of this first part and The City of Vancouver of the Second Part.

Whereas the said party of the first part has been granted a lease of Deadman's Island under the name of the Vancouver Lumber Co by Her Majesty Queen Victoria, acting through His Hon. The Minister of Militia and Defence The Hon Frederick William Borden, the deed dated the 14<sup>th</sup> day of February 1899.

And whereas the said party of the Second part is in possession of the said Deadman's Island and claims to be entitled to the possession of said Island under an Order in Council passed by the Dominion Government on the 8<sup>th</sup> day of June A.D. 1887 and refuses to give up possession of the same to the said party of the first part.

And whereas the said party of the second part has agreed to give up possession of the said Island to the said party of the first part and relinquish its claim to the right to possession of the said Island under the said order in Council upon condition that the said party of the first part enters into an agreement – herein after set forth and the said party of the first part has agreed to the same.

Now therefore this Agreement witnesseth that on condition of the premises and of the sum of \$1<sup>00</sup> now paid to the said party of the first ...

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... by the said party of the second part the said party of the first part hereby agrees that he will assign the said lease to a trustee to be agreed upon by the parties hereto to hold the same in trust to assign the same to a Company hereafter to be incorporated as named by the said party of the first part subject however to the said Incorporated Company entering into all the conditions hereafter agreed to by the said party of the first part.

The Conditions above referred to are as follows:-

1. That the said party of the first part will forthwith commence the erection of a mill upon said Island and complete the same in running order within one year from the date hereof said mill to have a capacity of cutting at least 200000 feet in a day of 10 hrs and will equip the same in the most modern and approved method.
2. That the said mill when complete will be continually operated and all the men necessary for operating the same will be employed provided however that the said mill may be shut down in case the market for lumber does not at any time warrant the production of the same or in case it is necessary to do so on account of repairs or additions to the mill.
3. That no Chinese or Japanese persons shall at any time be employed either in the said mill or in any works or business connected with the said operating by the said Ludgate.
4. That the said party of the first part will not keep any Stores of any kind upon the said Island or within ten miles of the same for the purpose of selling goods of any kind to his employees.
5. That the employes [sic] of the said mill shall be paid their wages at least once a week.
6. That the said party of the first part will not endeavor in any way to reclaim any of the land surrounding the said Island ...

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... by filling the same with slabs and sawdust.

The said party of the first part further agreed for the consideration aforesaid that he will not object to the Dominion Government cancelling his said lease and grant a lease of the same to the said party of the second part provided the said party of the Second part grants a lease to him the said party of the first part on the same terms as to rent and other conditions as are mentioned in said lease together with the conditions contained in this Indenture to be observed by the said party of the first part.

And the said party of the Second part in consideration of the matters above set forth hereby agrees upon the said lease being assigned to said trustee in the manner aforesaid that they the said party of the second part will forthwith deliver up possession of the said Island to

the said party of the first part and will thereafter relinquish any claim of any kind whatsoever to the same.

In witness whereof the parties hereto have hereunto set their hands and seals.

Signed Sealed and Delivered

In the presence of

Moved by Alderman M<sup>c</sup>Queen.

Seconded by Alderman M<sup>c</sup>Guigan.

That the Council go into Committee of the Whole for the consideration of the proposed Agreement.

Carried.

The Mayor was appointed Chairman.

The proposed Agreement was read over clause by clause but no definite action taken thereon.

It was moved by Alderman Skinner

“Whereas M<sup>r</sup> Ludgate by his Counsel admits that there is a doubt as to the Validity of his lease from the Dominion Government;

And whereas it has heretofore been assumed that Deadman’s Island ...

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... was included in the grant to the City of Stanley Park.

And whereas it is the duty of the Aldermen of the City to protect the interests of the Citizens and the rights of the City,

And whereas it is claimed that the Island was included in the Order in Council of 1887 and is therefore part of the City and if so that any benefit resulting from a lease of it should accrue to the Citizens.

And whereas without deciding upon the desirability or otherwise of a saw mill on the Island the first question is as to the rights of the City.

Resolved that all discussion of this matter and any negotiations with M<sup>r</sup> Ludgate be postponed and that the Council do take the best legal advice available as to the rights of the City in the Island if any and the most expeditious means of establishing such rights if they exist and that for this purpose that Messrs Bruce Foreman M<sup>c</sup>Guigan and Skinner be appointed to act with the Mayor as a Special Committee to report to the Council at its next meeting.”

Motion not past.

It was moved by Alderman McQueen,  
That the Committee rise and report and ask leave to sit again.  
Carried.

## Motions

Moved by Alderman M<sup>c</sup>Guigan  
Seconded by Alderman Skinner.  
That the Mayor be authorized to communicate with Ottawa and ascertain whether if an agreement be made with M<sup>r</sup> Ludgate as to the terms of the Lease the Government will consent that the City Should lease the property to M<sup>r</sup> Ludgate on the terms of the present Lease and such other terms as may be mutually agreed upon.

Moved in amendment by Ald Gilmour  
Seconded by Ald M<sup>c</sup>Phaiden.  
That the City withdraw all objection to M<sup>r</sup> Ludgate building his mill ...

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... on Dead Man's [sic] Island and that we accept his proposition to not employ Chinese or Japs  
Keep Store be [sic] and we request him to give bonds that he will comply with his Agreement''  
Amendment lost; motion carried

The Council then adjourned  
James F. Garden  
Mayor

ThS. F. McGuigan  
City Clerk