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 at 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 benifit [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 benifit [sic] and fully secured to them by law.”

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

Douglas to J.M. Yale 7 May 1850 BC Archives MS-0105, Box 1, File 1 (transcript in A/C/20/Vi3D)
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, form 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 claiments 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 preceeding 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 Company’s 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.
Douglas to Barclay 16 May 1850 BC Archives A/C/20/Vl2
Take of the country by grip settlement. Here, pursuant to the
acts in pursuance of the clara... of the chiefs, the land was distributed, and referred to the chief
collectively. This second purchase took place in X, 1850. I have since made a purchase from
the late Sale of the land between the Nels, and
Point of the land. The late purchase was made in
this as in the preceding purchase, with the
Chief or band of families who distributed the
purchase, among these still reside. The cost of
this land, which now only contain much
unproductive land over X acres. The
location and other lands have since been passed to other
people by their children in the same manner. I declared this proposal in consequence of the
land being passed to other in possession, which took
place immediately after the purchase of the
arrangement, may be forgotten and forgotten,
completely passed away by the natives. The
land purchased from the Salish Indians since the
stream and taken from Otterhead on the east
main, to Point, 400, 200, and from Point, running south,
along the Strait, to Point, 100, 400, 400, 400, which includes
the Malheur Bay and Russia Grant Company's land.
The total cost, as before stated, is $X.
I informed the Indians that they would
only be established on the possession of their villages,
and有种族冲突, which, as far as all
could, and think they were of liberty to hunt, use
the unoccupied lands, and to consume their bodies
with the same freedom as they over the land.
Douglas to Barclay 16 May 1850 BC Archives A/C/20/Vi2
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.
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]

Form of Agreement for purchases 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 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 )
)
)
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 Paper on the
day of One Thousand Eight hundred and
as agreed to surrender
Interests 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’s Proctor, Governor
and Committee of the same, the whole of the lands
situate and lying between

The condition for understanding of this
Sale is this that our villages, sites, and Beach-fronts
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 further that the
land, stum, and all small possessions
be the property of the Indian 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 of...
In testimony whereof we
have signed our names and made our marks
on the
day of One Thousand Eight hundred
and
(here follow the Indian Signatures)

Worres.
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.
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.

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

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.

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.

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]
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 HBRS 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 . . .
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.
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 question 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 potato 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
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.
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"ble Company.
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.
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 26th 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 16th of January and 18th of November 1853 he was directed to appropriate for this Company.”
Extract from Minutes of a Committee of the Hudson's Bay Company held at the Hudson's Bay House, London, on the 26th day of June, one thousand eight hundred and fifty-five.

Chief Factor James Douglas, having at the close of the Company's Session last year, reported that he had visited the region of the Vancouver Island, and that the lands which the Company has in view to purchase, contain about ten thousand acres, and are bounded on the north and south by the Pacific and Salishan Inlets, and that the river of Fraser flows through the same.

The purchase of the lands, as follows, has been made by the Hudson's Bay Company:

- A tract of land adjoining the river, including all the lands on the north and south, containing ten thousand acres, to be paid for at the rate of $1 per acre.

Schedule:

- The portion of the lands purchased by the Hudson's Bay Company, as set out on the plan furnished by the late Mr. Simpson, are as follows:
  1. A tract of land on the north side of the river, containing ten thousand acres, to be paid for at the rate of $1 per acre.
  2. A tract of land on the south side of the river, containing ten thousand acres, to be paid for at the rate of $1 per acre.

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