



## CHAPTER 74.

**An Act to authorize and implement an Agreement between  
Canada and the Province with respect to Fort Langley.**

*[Assented to 28th March, 1957.]*

## Preamble.

WHEREAS Fort Langley is the site of the first permanent settlement of the Province of British Columbia west of the Cascade Mountains and of the inauguration in 1858 of Sir James Douglas as first Governor of the Crown Colony of British Columbia:

And whereas Canada and the Province have reached an agreement with respect to the enlargement of the area of the national historic site acquired by Canada at Fort Langley to enable the site to be a focal point of celebrations marking the centenary of the inauguration of the Crown Colony of British Columbia:

Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

## Short title.

1. This Act may be cited as the "Fort Langley Agreement Act."

Execution of  
Agreement.

2. The Premier of the Province is authorized to execute and deliver on behalf of the Province the Agreement in the form in the Schedule.

Amendment of  
Agreement.

3. The Agreement may, with the approval of the Lieutenant-Governor in Council, be varied or amended from time to time as may be agreed upon with the Government of Canada by the Premier on behalf of the Government of British Columbia if, in the opinion of the Premier, the Government of British Columbia is not adversely affected financially by any such variation or amendment.

Statutes deemed to be  
amended.

4. To the extent to which any Statute is required to be amended for the purposes of the Agreement, it shall, for the relevant period provided in the Agreement, have effect and have the force of law as if every required amendment had been expressly made therein.

**Restriction against  
Province and  
municipalities.**

**5.** Neither the Government of the Province nor any municipality shall do any act or exercise any power in contravention of the provisions of the Agreement.

**Power of Provincial  
Government**

**6.** (1) The Government of the Province is empowered to do every act and to exercise every power and to make every payment necessary or proper for the purposes of implementing in every respect every obligation assumed by the Province under the Agreement.

(2) Without restricting the generality of the provisions of subsection (1), the Government of the Province may, by any person or persons duly authorized by the Lieutenant-Governor in Council, enter into and upon any lands of any person and inspect, survey, set out, take, expropriate, hold, and acquire any lands that may, in the opinion of the Lieutenant-Governor in Council, be necessary to have and to hold for the implementation of any obligation assumed by the Province under the Agreement, and shall pay such compensation therefor as may, in default of any agreement being arrived at, be decided by arbitration under the provisions of the "Arbitration Act."

(3) If, in the opinion of the Lieutenant-Governor in Council, it is necessary to expropriate lands under subsection (2), the person or persons duly authorized under subsection (2) to enter into and upon, take, and expropriate its lands shall, within ten days after entering upon and taking any lands of any person which are to be expropriated, tender to the owner thereof, as shown by the books of the Land Registry Office of the district in which the lands are situate, an amount which is, in the opinion of the person or persons so authorized, equal to the value of the lands so taken. If the arbitrators appointed under the "Arbitration Act" award to the owner a greater sum than the amount tendered, the Government of the Province shall pay the cost of the arbitration; but if the amount awarded by the arbitrators shall be less than or equal to the amount so tendered, then the person from whom the land is taken shall pay the cost of the arbitration.

**Power to make  
regulations**

**7.** The Lieutenant-Governor in Council may make regulations to enable the Government to implement any obligation assumed by it under the Agreement.

**Amounts payable a  
charge on Consoli-  
dated Revenue**

**8.** Any amount or amounts that the Government of British Columbia is or becomes liable to pay to the Government of Canada or to any other person under the terms of the Agreement shall be a charge upon and be paid out of the Consolidated Revenue Fund.

**Retroactive applica-  
tion of Act.**

**9.** This Act comes into force as of the nineteenth day of November, 1956, and is retroactive to the extent necessary to give effect to the Agreement.

## SCHEDULE

THIS AGREEMENT made this            day of            , 19   .  
BETWEEN:

THE GOVERNMENT OF CANADA (hereinafter called "Canada"), represented by the Minister of Northern Affairs and Natural Resources (hereinafter called "the Minister"), OF THE FIRST PART

AND

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter called "the Province"), represented by the Premier of the said Province (hereinafter called "the Premier"), OF THE SECOND PART.

WHEREAS Fort Langley, which was established as a Hudson's Bay Company Post in 1827 and located at its present site in 1839, is the site of the first permanent settlement on the mainland of British Columbia and of the inauguration in 1858 of Sir James Douglas, the first Governor of the Crown Colony of British Columbia, and was the first capital of the said Colony;

WHEREAS an area of about one acre, upon which the remaining building of the Fort is located, has been acquired by Canada as a National Historic Site;

WHEREAS Canada and the Province have agreed to enlarge the area of the said National Historic Site to approximately nine acres by the acquisition of adjoining lands and to partially restore the Fort on the said site, and to complete the undertaking prior to the 19th day of November, 1958, to enable the site to be the focal point of celebrations marking the centenary of the inauguration of Sir James Douglas as Governor of the Crown Colony of British Columbia on the 19th day of November, 1858;

WHEREAS Canada and the Province have agreed to share equally the cost of such an undertaking, not to exceed the sum of two hundred and fifty thousand dollars;

AND WHEREAS it has now been ascertained that the Officers' Quarters as of November 19, 1858, were situated in an area of about two acres south of the existing Mavis Street in Fort Langley;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

1. That Canada and the Province covenant and agree to share equally the cost, not exceeding two hundred and fifty thousand dollars, of a partial restoration of Fort Langley as of the 19th day of November, 1858, to include restoration of the remaining building on the said National Historic Site, the acquisition of additional lands to enlarge the said site to approximately nine acres, and the landscaping of the enlarged site, all in accordance with plans approved by Canada and the Province (hereinafter referred to as "the project").

2. Subject to funds being provided by Parliament, Canada agrees

- (a) that Canada will undertake the partial restoration of Fort Langley located on the said National Historic Site;
- (b) that Canada will, subject to such lands being available at a price and upon terms satisfactory to the Minister, acquire by purchase or otherwise in the name of Her Majesty in the right of Canada all those lands not now owned by Canada in the area bounded by Hudson Bay Avenue, Mavis Street, Queen Street and the Canadian National Railways right-of-way, in the Municipality of Fort Langley, in the Province of British Columbia;
- (c) that Canada will negotiate with the Corporation of the Township of Langley for the closing of
  - (i) that portion of King Street lying between Mavis Street and the Canadian National Railways right-of-way, and

- (ii) the lanes within the area bounded by King Street, Mavis Street, Queen Street and the Canadian National Railways right-of-way;
  - (d) that Canada will pay fifty per cent of the cost of the project, or the sum of one hundred and twenty-five thousand dollars, whichever is the lesser;
  - (e) that Canada will maintain records of all expenditures made or incurred in connection with the project and, as the work progresses, will furnish to the Province copies of statements of such expenditures, and upon completion of the project will furnish the Province with a statement showing the total expenditures for the project;
  - (f) that Canada will, upon completion of the project, pay the cost of maintenance and operation of the said National Historic site;
  - (g) that Canada will endeavour to complete the project prior to the 19th day of November, 1958;
  - (h) that when such lands or part thereof are vested in Canada clear of all encumbrances, such lands or part thereof will be declared a National Historic Park; and
  - (i) that when the area south of Mavis Street where the Manager's Quarters were located as shown on the Royal Engineers' survey plan of 1862 is vested in Canada clear of all encumbrances, Canada will include such area in the National Historic Park and out of the said \$250,000 will provide for the restoration of the Officers' Quarters and part of the palisade on the land so acquired.
3. The Province agrees, subject to funds being provided by the Legislative Assembly of the Province,
- (a) that the Province will upon receipt of statements of expenditures on the project as the work progresses pay to Canada fifty per cent of all such expenditures, or the sum of one hundred and twenty-five thousand dollars, whichever is the lesser;
  - (b) that the Province will maintain liaison with the Fort Langley Restoration Society and the Provincial representative of the Historic Sites and Monuments Board of Canada and the Fort Langley Restoration Special Survey Committee with respect to the project;
  - (c) that the Province will upon the Corporation of the Township of Langley closing that part of King Street, or the lanes referred to in paragraph 2 (c), or any portion thereof, transfer the administration and control of such lands to Canada;
  - (d) that with funds other than the Province's share of the \$250,000 to be paid under this agreement, the Province will acquire an area of land bounded on the north by Mavis Street, on the east and south sides by a line drawn twenty feet outside and parallel to the former location of the palisade of Fort Langley, and on the west by Royal Street and transfer the lands so acquired to Canada;
  - (e) that should the Province in conjunction with the Corporation of the Township of Langley or otherwise decide to re-locate in part the roads known as Hudson's Bay Avenue and Mavis Street, in order to avoid such roads bisecting the historical site, the Province will arrange the closing of these parts of Hudson's Bay Avenue and Mavis Street that come within twenty feet of the palisade as described in the Royal Engineers' survey of 1862, or touch upon Royal Street respectively, and will transfer the administration and control of such portion of said Avenue and Street to Canada;
4. Canada and the Province agree
- (a) that any amount contributed by the Fort Langley Restoration Society to the cost of the project will form part of the contribution of the Province made pursuant to this agreement;

- (b) that, where available at a cost which in the opinion of the Minister is satisfactory, the architectural services of J. Calder Peeps, Esq., Associate Professor of the School of Architecture at the University of British Columbia, will be retained in connection with the project, otherwise, Canada will employ the services of some other architect satisfactory to Canada and to the Province;
- (c) that any expenditures incurred or amounts paid to the said J. Calder Peeps by Canada or by the Province for preliminary services rendered in connection with the project prior to the date of this agreement, will be included as a cost of the project.

IN WITNESS WHEREOF the Minister and the Premier have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED }  
by the Minister in the presence of

\_\_\_\_\_  
Witness.

\_\_\_\_\_  
[SEAL.]

SIGNED, SEALED AND DELIVERED }  
by the Premier in the presence of

\_\_\_\_\_  
Witness.

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[SEAL.]

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VICTORIA, B. C.

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