

MORESBY, FARR, BYERS & MORESBY

BARRISTERS AND SOLICITORS

AND SUCCESSORS TO MAUNSELL & SHAW

OFFICES:

101-106 ROYAL TRUST BUILDING
548 BASTION ST., CORNER GOVERNMENT ST.

W. C. MORESBY, K.C.

E. S. FARR, B.A., LL.B.

J. A. BYERS, M.A.

W. J. MORESBY, LL.B.

TELEPHONES E-4191 AND E-4192

P.O. BOX 787,

VICTORIA, B.C.

December 20, 1948

IN REPLY PLEASE REFER TO MR. J. A. Byers,
OUR FILE 1197

Mayo Singh, Esq.,
Managing Director,
Mayo Lumber Co.,
Paldi, via Duncan, B. C.

Dear Sir:

The writer expects to be in Duncan on business on *Thursday*
~~Wednesday~~, and he proposes to take the opportunity of coming
out to see you. In case Mr. Karnail Singh has not yet received
an official communication regarding his permanent stay in Canada,
the writer will bring with him the personal letters received
from the Minister, and also from the High Commissioner for India.

Yours truly,

MORESBY, FARR, BYERS & MORESBY

PER

J. A. Byers



CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

CLASS OF SERVICE DESIRED	
Full Rate	
Day Letter	
Night Message	
Night Letter	
PLACE X OPPOSITE SERVICE DESIRED	

W. D. NEIL, GENERAL MANAGER, MONTREAL

ACCOUNTING REFERENCE

CHECK

TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to.

DUNCAN B C DEC 22, 1948 19

To J AUSTEN BYERS, 101 ROYAL TRUST BLDG., VICTORIA B C

CARE OF, OR APT. NO.

STREET AND NO.

PLACE

YOUR LETTER TWENTIETH CAN NOT MEET YOU THURSDAY AM SENDING KARNAIL
SINGH AND DHARAM SINGH TO SEE YOU FIRST WEEK IN JANUARY

MAYO SINGH

Sender's address or telephone number for reference.

D. L. HOWARD, Assistant General Manager, Montreal, Que.

P. G. McLEAN, General Superintendent, Montreal, Que.

R. R. BACON, Superintendent, Sudbury, Ont.

L. A. RAYMOND, Superintendent, Toronto, Ont.

W. S. EMERY, Superintendent, Montreal, Que.

D. LESLIE, Superintendent, Saint John, N.B.

G. H. PESCUD, General Superintendent, Winnipeg, Man.

L. E. HAMSON, Superintendent, Vancouver, B.C.

T. H. HOLMES, Superintendent, Calgary, Alta.

R. V. TOMBE, Superintendent, Moose Jaw, Sask.

E. ELSEY, Superintendent, Winnipeg, Man.

**TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED
ARE PRESCRIBED BY ORDER No. 49274 DATED DECEMBER 5th, 1932, OF THE BOARD OF TRANSPORT
COMMISSIONERS FOR CANADA, AND PUBLISHED IN THE CANADA GAZETTE.**

It is agreed between the sender of the message, on the face of this form and this Company, that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeatable telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages, suffered by the sender to an extent not exceeding \$200, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers he acts for that purpose as the sender's agent; if by telephone the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

CLASSES OF SERVICE

FULL RATE TELEGRAM

A full-rate expedited service.

NIGHT TELEGRAM

Accepted up to 2 a.m. at reduced rates, to be sent during the night and delivered on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the ten-word day telegram rate for the transmission of 50 words or less, and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Day letters may be forwarded by the Company as a deferred service, and the transmission and delivery of such Day Letters are, in all respects, subordinate to the priority of transmission and delivery of full-rate telegrams.

Day Letters may be delivered by the Company by telephoning the same to the addressees and such deliveries shall be a complete discharge of the obligation of the Company to deliver.

Day Letters are received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of full-rate telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2 a.m. for delivery on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays, at rates still lower than its standard night telegram rates as follows: The standard day rate for 10 words for the transmission of 50 words or less and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Night Letters may, at the option of the Company, be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.