

# This Indenture, made in duplicate this ~~second~~

day of August in the year of Our Lord one thousand eight hundred and eighty Two

BY AND BETWEEN HER MAJESTY QUEEN VICTORIA, represented herein by the Honorable the Minister of the Interior of Canada, of the first part, and

"The Cochrane Rancho Company"

hereinafter called the lessee of the second part.

WHEREAS the lands hereinafter described are "Dominion Lands" within the meaning of the "Dominion Lands Act, 1879," and its amendments.

AND WHEREAS the said Act as amended provides, among other things, as follows:—"The Governor in Council may, from time to time, grant leases of unoccupied Dominion Lands for grazing purposes to any person or persons whomsoever, for such term of years and at such rent in each case as may be deemed expedient; but every such lease shall, among other things, contain a condition by which, if it should thereafter be thought, by the Governor in Council, to be in the public interest to open the land covered by such lease for settlement, or to terminate the said lease for any reason, the Minister of the Interior may, on giving the lessee two years' notice, cancel the said lease at any time during the term."

AND WHEREAS the said lessee, alleging that such lands are unoccupied, has applied for a lease thereof for grazing purposes;

AND WHEREAS the Governor in Council has granted such application upon the conditions herein contained;

NOW THEREFORE this indenture witnesseth that in consideration of, and subject to, the rents, stipulations, provisos and conditions hereinafter reserved and contained, Her Majesty doth hereby demise and lease unto the lessee, all and singular the following lands and premises, viz:—

The part North of Elbow river of  
Township Twenty-Four and Township  
Twenty-Five in Range Three, Township  
Twenty-Five and Twenty-Six in Range  
Four, and the East halves of Township  
Twenty-Five and Twenty-Six in Range  
Five all West of the Fifth Meridian in  
the North-West Territory, Containing  
100,000 acres more or less.

Save and except such lands in each now surveyed township, forming part of the above described lands, as under the provisions of the said Dominion Lands Act are known and designated as the lands of the Hudson's Bay Company, and also such lands as under the provisions of said Act are set apart as an endowment for purposes of education; save and except also all trails, public roads and highways, by land or water, which may be upon the said lands, and save and except also such lands as may, under the provisions and conditions of these presents, be or become hereafter withdrawn from the operation hereof.

14. That should the Canadian Pacific Railway Company become entitled to a grant from Her Majesty or her successors of any portion of the lands hereby demised, whether as part of their land subsidy provided for by Chapter one of the Statutes of Canada, passed in the forty-fourth year of Her Majesty's reign (A.D. 1881), or for the road-bed of the railway, or its branches, or for stations, station grounds, workshops, dock ground and water frontage on navigable waters, buildings, yards and other appurtenances required for the convenient and effectual construction and working of the railway and its branches, and should any other railway company, pursuant to any legal contract or statute in that behalf, become entitled to a grant from Her Majesty or her successors of any portion of the lands hereby demised, for road-bed and stations, and if Her Majesty or her successors grant the same, the land so granted shall thereupon become withdrawn from the operation of these presents; and the term hereby created shall thereupon cease and determine with respect thereto, but the lessee shall not become entitled to any reduction or abatement of the rent hereby reserved, unless and until the lands so granted have been taken actual possession of by some person under proper authority in that behalf; and in case of such actual possession, the lessee shall become entitled to a reduction of the rent hereby reserved, equal to one dollar for every one hundred acres so taken possession of, but shall have no further or other claim, or be entitled to any other compensation for or on account of such withdrawal.

15. That the word "lessee" in these presents includes the lessee or lessees, as the case may be, and his or their executors, administrators, and assigns, and in the case of an incorporated company, their successors and assigns.

16. That no implied covenant or liability of any kind on Her Majesty's part is created by the use of the words "demise and lease" herein, or by the use of any other word or words herein.

17. That any notice, demand, or other communication which Her Majesty or the Minister of the Interior may require or desire to give or serve upon the lessee may be validly given and served by mailing the same addressed to J. M. Browning, Secretary Treasurer, Cochrane Rancho Company, 97 St. James Street, Montreal

In witness whereof the Deputy of the Minister of the Interior, and the lessee have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered,  
IN THE PRESENCE OF  
As to the signature of  
Lindsay Russell  
D. the Int.  
S. W. Riley  
clerk in charge

Lindsay Russell  
D. M. Int.

Witnesses to the execution by  
M. H. Cochrane  
President and  
J. M. Browning,  
Secretary Treasurer  
E. W. Calman  
W. A. Stephen

M. H. Cochrane  
President  
J. M. Browning  
Secretary Treasurer

