MEMORANDUM OF AGREEMENT made this day of

A. D. 19

BETWEEN:

THE BRITISH COLUMBIA SOUTHERN RAILWAY COMPANY,

hereinafter called the "Grantor"

of the FIRST part

and

hereinafter called the "Grantee"

of the SECOND part

WHEREAS the Grantor is the owner of the lands hereinafter mentioned and described.

AND WHEREAS the said lands are third class lands within the terms and provisions of the Land Act of the Province of British Columbia.

AND WHEREAS the Grantor pursuant to the terms and provisions of the Statutes of the said Province in that behalf is offering the said lands for sale and settlement upon the terms, conditions and regulations approved by the Lieutenant Governor in Council of the said Province.

AND WHEREAS the purchaser of the said lands does not by such purchase acquire the timber standing and growing thereon except such as may be required for fuel for himself and family and the construction of fences and buildings to be used in connection with his occupation of the said lands, which said standing and growing timber except as aforesaid can only be legally cut and removed from the said lands by and with the authority of the Grantor, and upon payment of the Government royalty and of the stumpage dues as fixed and provided by the

said regulations.

AND WHEREAS the Grantee has requested the Grantor to authorize it to cut the merchantable timber standing and growing upon the said lands.

AND WHEREAS the Grantor has agreed to authorize the Grantee to cut and remove from the said lands the merchantable timber standing and growing thereon, provided that the Grantee leaves upon the said lands growing and standing timber sufficient to supply an actual settler thereon with fuel for himself and family, and for the building of fences and the construction of necessary buildings for his occupation.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

(1) The Grantor in consideration of the premises and of the covenants and undertakings of the Grantee as hereinafter mentioned and contained, hereby authorises and empowers the Grantee to cut and remove from that portion of Lot 4891

all merchantable timber standing and growing thereon, subject to the terms and conditions hereinafter mentioned and contained

(2) The Grantee in consideration of the said authorisation of the Grantor hereby covenants and agrees not to cut or remove from the said lands other than merchantable timber, and not to remove such timber and trees as might be necessary for fuel for a settler and his family in actual occupation of the said lands, and for fencing and the construction of buildings thereon; and to have the timber cut, scaled and removed prior to the day of 19

(3) The Grantee further agrees to pay to the Grantor in respect of all trees and timber cut from the said lands in addition to all Government dues and royalties, the

following stumpage dues.

Lumber, per M. board measure	$1.00
Ties, each	.02
Piles, Cribbing, Telegraph Poles, per running ft.	½ ct
Mining Props, per cord	.50
Fence Posts, per cord	.50
Shingle Bolts, per cord	1.00
Pulp Wood, per cord	1.00

(4) The Grantee further covenants and agrees to furnish to the Land Commissioner of the said Company, at the City of Calgary, in the Province of Alberta, on or before the fifteenth day of each month, a full and detailed statement in writing, showing all timber and trees cut from the said lands, classified according to the above schedule for the month immediately preceding that date, and to accompany it with payment of the dues as aforesaid, and the timber and trees so cut shall be and remain the property of the Company until all dues as aforesaid have been paid in respect thereof.

(5) The Grantee shall keep a "Timber Cut Book" in which shall be entered (as soon as may be reasonably possible a record of all lumber, ties, logs and timber cut from and upon the said lands, and the said book shall at all times upon demand, be submitted for inspection to the Timber Ranger of the Company whenever he may so require, for the purpose of verifying the returns made by the Grantee of the Lumber, ties, logs and timber cut from and upon the said lands.

(6) It is mutually covenanted and agreed by and between the Grantor and the Grantee, that the said Grantor may at any and all times sell and dispose of the said lands or any part thereof, and that notification to the Grantee in writing by letter addressed to the Post Office Hereinafter designated by it as its Post Office address, shall operate as a withdrawal of that portion of the said lands from the operation of this agreement, and the same shall thereupon be absolutely freed and discharged from the

operation thereof except as to the liability of the Grantee to pay stumpage dues in respect of all ties, timber and lumber cut thereon as aforesaid.

IN WITNESS WHEREOF the British Columbia Southern Railway Company has caused these presents to be executed by its Land Commissioner and the

the said ---- has hereunto set his hand & seal and has designated etc.

has caused its corporate seal to be affixed hereto and these presents to be executed by its Secretary, and has designated the place hereunder mentioned as its Post Office address, on the day and year first above written.

.....	.....
Witness as to signature of B.C.Land Commissioner	B.C.Land Commissioner
.....	.....
Witness as to signature	

Post Office address

removed or destroyed without the consent in writing of the Land Commissioner of the Company until final payment has been made for the said lands.

2. THAT it will punctually pay the sum of moneys above specified on the days and times above mentioned as each of the same becomes due, and will pay interest at the rate of six per centum per annum upon all payments in default whether of principal or interest.

3. THAT it will regularly and duly pay all such rates, taxes and assessments as may be lawfully rated, assessed or imposed upon said lands or said buildings and improvements. And if the Purchaser or the approved Assignee, as the case may be, shall fail to pay said rates, taxes and assessments, the Company may, on behalf of the Purchaser or the approved Assignee, pay the same, and the amount so paid shall be payable forthwith by the Purchaser or such approved Assignee as the case may be, to the Company with interest at the rate of six per centum per annum from the date of such payment by the Company.

4. THAT it will pay or cause to be paid to the Company as hereinafter provided, dues upon any and all lumber, ties, wood and timber cut from and upon the said lands in accordance with the following schedule.

Lumber, per M. board measure	$1.00
Shingle Bolts, per cord	1.00
Firewood, per cord	.25
House Logs (20' or less) each	.10
Ties, each	.02
Mining Props (10 ft. by 10 inches or less) per cord	.50
Mining Props (larger) each, ...	.05
Fence Posts, per cord	.50
Poles, Cribbing Timber, Telegraph Poles, per running foot, . .	1/2 ct.

The foregoing dues are exclusive of all and any wood and timber dues and royalties now charged or that hereafter may be charged by the Government of the said Province of British Columbia.

ble or marketable stone or either, in, upon or under the said lands, with the right of ingress and egress thereto and therefrom over the said lands, and also reserving to the Company the right upon payment of reasonable compensation therefor, the amount of which in the event of the same not being mutually agreed upon, shall, upon the application of any or either of the parties interested therein, be summarily fixed and determined by the Judge of the County Court usually exercising jurisdiction in the district within which the said lands or any portion thereof are situate, and whose decision as to the amount of such compensation shall be final and conclusive, to mine, bore, dig, quarry and work for and carry away the said coal, petroleum and stone or either, and to carry on the operations incidental thereto, including the right to take and use such portion or portions of the said lands as may be necessary therefor.

Also reserving to the Company the right at any time to enter upon the said lands to make surveys for any canal, ditch, aqueduct, reservoir or irrigation works, and to take upon paying reasonable compensation therefor (the amount of which in the event of the same not being mutually agreed upon, shall upon the application of any or either of the parties interested therein, be summarily fixed and determined by the Judge of the County Court usually exercising jurisdiction in the District within which the said lands or any portion thereof are situate, and whose decision as to the amount of such compensation shall be final and conclusive) such portion of the said lands as may be required for any canal, ditch, aqueduct, reservoir and irrigation works, including Right of Way for ingress and egress thereto and therefrom over the said lands.

Also reserving to the Company a strip or strips of land One hundred feet wide (or so much of such strip or strips of land as may be within the said described lands) to be used for the right of way or other railroad purposes wherever the railway line of the said Company or of The Canadian Pacific

Railway Company or any branch of said railways or either of them is or shall be hereafter located over or within fifty feet of the said lands provided however that the said Companies or either of them, shall pay for the lands so taken a price per acre not greater than the amount per acre paid by the Purchaser herein for the same.

10. THAT if the Purchaser or the approved Assignee, as the case may be, shall fail to make the payments aforesaid or any of them, within the times above limited respectively, or shall fail to carry out in their entirety the conditions of this contract in the manner and within the times above mentioned, the times of payment aforesaid as well as the strict performance of each and every of the said other conditions and stipulations being a condition precedent and of the essence of this contract, then the Company shall have the right to declare this contract null and void by a notice in writing to that effect personally served on the Purchaser or mailed in a registered letter addressed to it at the Post Office hereunder designated by it as its Post Office address, or in the case of an approved assignment personally served on the Assignee or addressed to him at the Post Office or place of residence designated or described by him as such in the assignment, or in the case of the forfeiture of its charter by the Purchaser or of its ceasing to do business, or of the death of the Assignee and no will of the deceased being proved or personal representative being appointed to his estate in the Province where the said lands are situate, within one year after the death of the deceased, then the Company shall have the right to declare this contract null and void without any notice, by cancelling the same in its books, and all rights and interests hereby created or then existing in favor of the Purchaser or its approved Assignee, or derived under this contract, shall thereupon cease and determine, and the lands hereby agreed to be sold shall revert to and revest in the Company, together with all

fences, buildings and improvements thereon, without any further Declaration of forfeiture or notice or act of re-entry, and without any other act by the Company to be performed, or any suit or legal proceedings to be brought or taken, and without any right on the part of the said Purchaser or its said Assignee to any reclamation or compensation for such fences, buildings and improvements or for moneys paid thereon, or on account of the purchase price of the said lands or otherwise howsoever.

11. THAT if squatters or other persons shall be found on any of the said lands or to have any claim thereto, the Purchaser hereby undertakes their removal or the settlement of such claim and to obtain possession of the said lands at its own cost and expense, unless it determine to abandon the property adversely possessed or claimed, of which determination notice in writing shall be given to the Land Commissioner of the said Company at the City of Calgary aforesaid, within one month from its discovery of the fact of such adverse possession or claim, and in any such case the Company shall have the right to cancel the sale as to the lands so adversely possessed or claimed. If the Purchaser shall so abandon the property, or if such adverse possession or claim shall be maintained, or should prove to be under valid or colorable title, or if the sale should be cancelled by the Company, the Purchaser shall not by reason thereof, nor upon any other ground, have any claim for damages against or upon the Company save for the return with interest at the rate of six per centum per annum of the payment made on account of the purchase price of the said lands.

12. THAT no assignment of this contract shall be valid unless the same be for the entire interest of the Purchaser and approved and countersigned by the Land Commissioner of the Company or other duly authorized person, and no agreement or conditions or relations between the Purchaser and its Assignee or any other person acquiring title or interest

from or through the Purchaser shall preclude the Company from the right to convey the premises to the Purchaser, on the surrender of this agreement and the payment of the unpaid portion of the purchase money which may be due hereunder unless the assignment hereof be approved and countersigned by the said Land Commissioner or other person as aforesaid.

13. THAT should it be found necessary at any time during the currency of this contract to survey and define the boundaries of the said lands or any portion thereof, the Purchaser shall, upon notification by the Company, at its own cost and expense, employ a competent Provincial Land Surveyor to make such surveys, and will upon completion of the same deliver the plans and field notes of such surveys to the Company.

14. THAT any and all notices herein required to be given to the Company shall be deemed to be duly and properly given to it when given to its Land Commissioner at the City of Calgary in the North West Territories of Canada.

IN WITNESS WHEREOF The Columbia and Western Railway Company has caused these presents in duplicate to be signed by its Land Commissioner thereunto authorized, and the Purchaser has caused its corporate seal to be affixed hereto and its Secretary to hereunto set his hand and has designated the undermentioned place as its Post Office address, on the day and year first above written.

WITNESS:)
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As to execution by Land)
Commissioner.)
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WITNESS:)
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As to execution by Purchaser.)

_____
Land Commissioner of
The Columbia and Western Railway
Company.

_____
Purchaser.

_____
Post Office Address