

The said Grantee covenants with the said Grantor as follows :

1. That he- will cut no wood, timber or trees from the above-mentioned and described land or any part thereof, excepting a sufficient quantity for fuel, for the use of himself and his family residing upon the said land, and for fencing and buildings to be erected thereon, without having first obtained the consent in writing of the said Grantor or its Land Commissioner, and any and all wood and timber cut by him other than for fuel, fencing and buildings as aforesaid, shall be paid for in accordance with the following schedule :-

Lumber, per thousand feet board measure .....	\$1.00
Shingle bolts, per cord .....	1.00
Firewood, per cord .....	.25
House Logs (20 feet or less) each .....	.10
Ties, each .....	.02
Mining Props (10 feet by 10 inches or less) per cord .....	.50
Mining Props (large) each .....	.05
Fence posts, per cord .....	.50
Piles, Cribbing Timber, Telegraph Poles, per running foot .....	.0 1/2

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

2. That he will on the first day of each and every month hereafter, forward to the Timber Ranger of the Grantor at Cranbrook in the said Province of British Columbia or to such other place as its Land Commissioner may by writing notify him so to do, a statement of any and all wood, trees and timber cut by him other than for fuel, fencing and buildings as aforesaid, during the month immediately preceding as classified by the above schedule, and the wood, trees and timber so cut shall not be removed from the above-mentioned and described land, but shall be and remain the property of the said Grantor, unless and until a permit has been issued by the Timber Ranger aforesaid, and all dues as aforesaid on such wood, trees and timber have been paid.

Subject to the reservations, limitations, provisos and conditions hereinbefore mentioned and contained, the said Grantor covenants with the Grantee as follows :-

1. That it has the right to convey the said land to the said Grantee, notwithstanding any act of the said Grantor.
2. That the said Grantee shall have quiet possession of the said land free from all encumbrances.
3. That it will execute such further assurances of the said land as may be requisite.
4. That it has done no act to encumber the said land.

And the said Grantor releases to the said Grantee all its claim upon the said land subject to the reservations, limitations, provisos and conditions aforesaid

In Witness Whereof the said British Columbia Southern Railway Company, the said Grantor, has caused these presents to be signed by its President and Secretary and attested by the corporate seal of the said Company, and Benjamin John Murgatroyd, the said Grantee has hereunto set his hand and seal in token of his acceptance of this conveyance, upon the terms and conditions herein mentioned and contained.

Signed, Sealed and Delivered

BY THE SAID GRANTOR, IN THE PRESENCE OF

British Columbia Southern Railway Company,

*J. H. Murgatroyd*  
PRESIDENT

*H. C. Ouellet*  
SECRETARY

Signed, Sealed and Delivered

BY THE SAID GRANTEE, IN THE PRESENCE OF

*Mrs. Harriet Ann Murgatroyd*  
*J. F. Permitsong*  
Administrator of the Estate of  
Benjamin John Murgatroyd

Received on the day of the date of this Indenture from the said Grantee the sum of \$1000.00 being the full consideration therefor.  
WITNESS:  
*W. H. Murgatroyd*  
B. C. Land Commissioner.

*Stephen H. Hoskins*

