

- (f) The Contractor covenants to maintain the Dominion Government Telegraph Line and trail transversing the Reserve in good working conditions and to leave the said line and trail in a condition satisfactory to the Lineman on completion of the operation.
- (g) The Contractor covenants to deliver by towing or otherwise all grades Hemlock and Balsam and Grades Three (3) of Spruce and Cedar to the Alberni Pacific Lumber Company, Port Alberni, in the Province of British Columbia.
- (h) The Owners covenant to pay to the Contractor for the aforementioned Hemlock Balsam and Grade Three (3) Spruce and Cedar the prevailing basic price at Alberni Pacific Lumber Company, Port Alberni, in the province of British Columbia, of No. Three (3) Hemlock less Four Dollars (\$4.00) ^{Plus \$2.50 to the Toquart Timber Trust Account} to the Receiver General, the balance received from the above sale above the basic price to be divided equally between the Contractor and the Toquart Timber Trust Account.
- (i) The Contractor covenants to deliver by Barge or otherwise to the Vancouver Market and there sell to the best advantage all the remaining timber namely grade One (1) and Two (2) of Spruce and Cedar.
- (j) The Owners covenant to pay for such logs so delivered in Vancouver the prevailing basic price of Number Three (3) Hemlock as sold to the Alberni Pacific Lumber Company less Four Dollars (\$4.00) ^{Plus \$2.50 to the Toquart Timber Trust Account} due the Receiver General, plus the cost of towing, loading, Insurance Brokerage and unloading the balance remaining from the sale of said timber, above the basic price at Port Alberni plus cost to Vancouver Market as aforesaid, to be equally divided between the Contractor and the Toquart Timber Trust Account.
- (k) Three (3) years limit will be allowed for the completion of this Contract with the proviso that if at any time the Contractor finds it unprofitable to operate without suffering a loss the Contractor may request the cancellation of the Contract, and such request shall be granted.
- (l) But notwithstanding anything herein contained the Contractor may assign this agreement or any part thereof or may authorise any person, firm or corporation by way of subcontract to do and perform any or all of the duties hereby assumed to exercise any or all of the rights hereby given to the Contractor PROVIDED HOWEVER, that the Contractor shall at all times remain responsible to the Owners for the due performance of this contract.

IN WITNESS WHEREOF the Contractor has caused its corporate seal to be hereunto affixed by the hands of its proper officers and the Officers of the Toquart Band have hereunto set their hands and seals the day and year first above written.

INDIAN AFFAIRS
AFFAIRES INDIENNES

RG 10, C-11-2, Vol. 11073
File/dossier 159/20-7-16-2

National Archives of Canada
Archives nationales du Canada

000059