

And the said trustees shall at the same time pay over to the said company or assigns, or to both of them in proportion to their respective rights, the remaining one-half of the net proceeds of the said sales and render detailed accounts thereof to the said company and its assigns, and such detailed accounts and such division and payment of the net proceeds shall be rendered and made by the said trustees at least twice in every year at intervals of six months, namely, on the first day of July and the first day of January in each and every year—the first detailed account and the first division and payment, as aforesaid, to be made on the first day of January, one thousand eight hundred and eighty-four. And the company for itself and its assigns further covenants and agrees that for and in consideration of the premises and of the sum of one dollar to it in hand well and truly paid by Her Majesty, the receipt whereof is hereby acknowledged, it will and it does hereby guarantee: 1st, That the said trustees will convey to Her Majesty, Her heirs, successors or assigns, free of all encumbrance and free of all costs and charges, such lands as may be selected as aforesaid by the said Minister or his successors in office for sites for Government or other public offices or buildings; and 2nd, Will duly render detailed accounts to Her Majesty, Her heirs, successors or assigns as hereinbefore stipulated; and 3rd, Will duly pay over to Her Majesty, Her heirs, successors or assigns the one-half of the net proceeds of the sale of the said town lots. The whole as hereinbefore provided; and in default of the said trustees performing the above duties, that the said company will itself convey or cause to be conveyed to Her Majesty, Her heirs, successors or assigns, such lands as may be selected as aforesaid by the said Minister or his successors in office at its, the said company's, sole cost and charge, and will itself cause the above required detailed accounts to be made and furnished to Her Majesty, Her heirs, successors or assigns, and will itself pay over to Her Majesty, Her heirs, successors or assigns, an amount equal to the one-half of the net proceeds of the sale of the said town lots, the whole in the place and stead of the said trustees, and within three months after any default shall be made by the said trustees; and that the said company will hold Her Majesty, Her heirs, successors or assigns, harmless and indemnified against any and all loss and damage which Her Majesty may suffer or sustain by reason of any default of the said trustees in duly performing their said obligations and duties and in faithfully administering their trust as hereinbefore furnished for and described.

In witness whereof the said Minister, representing Her Majesty as aforesaid, hath hereunto set his hand and seal, and the said Secretary and President has signed on behalf of the said company and hath hereunto affixed the common seal of the said company, and the said trustees have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered, in presence }
of Wm. M. GORDEN, as to the signature }
of the Deputy of the Minister of the Interior. }

A. M. BURGESS, [L.S.]
Deputy of the Minister of the Interior.

A. BROWNING, Montreal, as to the signatures of George Stephen, C. Drinkwater, W. B. Scarth, Donald A. Smith and R. B. Angus. }

GEORGE STEPHEN [L.S.]
President Canadian Pacific Railway Co.
C. DRINKWATER [L.S.]
Secretary Canadian Pacific Railway Co.
W. B. SCARTH [L.S.]
DONALD A. SMITH [L.S.]
R. B. ANGUS [L.S.]

W. H. CANNIFF, of the city of Toronto, }
as to the signature of E. B. Osler. }

EDWARD B. OSLER [L.S.]