

MEMO
GOVERNMENT OF THE PROVINCE OF ALBERTA

MEMORANDUM

Doc. File No. 5175 Gr.

Trans. File No. _____

From J. Harvie,
Director of Lands.

DATE

To

A. Helmer, Esq.,
Supervisor of Grazing Lands,
New Telephone Building,
CALGARY.

Dec. 2, 1931.

Re: Application No. 622.

144
I beg to inform you that an application has been received from Mr. F. A. Coates of Compeer, Alberta, for a lease, for the purpose of grazing stock, of the South West quarter of section 21, the South East quarter of Section 27, and the North West quarter of Section 34, all in Township 32, Range 1, West of the 4th Meridian, an area of approximately 444 acres. The Agent informs me that a strip of land along the lake shore in the South East quarter of Section 27 is held by the Municipal District of Canmar, No. 301, under lease, the area being 3.30 acres.

According to information furnished by Mr. Coates, he owns the South half of 21, and the North half of Section 22, both in Township 32, Range 1, West of the Fourth Meridian, and has no land under lease from the Department.

I am enclosing herewith copies of Inspector Fear's reports, and also one of Inspector Hurcombe's report, and request that you have this application investigated, furnishing full report and recommendation.

6
Encs. 3

GOVERNMENT OF THE PROVINCE OF ALBERTA
DEPARTMENT OF LANDS AND MINES
SUPERVISOR OF GRAZING

CALGARY. July 23rd, 1932.

Mr. John Harvie,
Deputy Minister of Lands & Mines,
Administration Building,
EDMONTON, Alberta.

Dear Sir:-

Re: Application No. 622.

I beg to acknowledge your memorandum of December 2nd, last, file 5175, in connection with the above application from F. A. Coates of Compeer, Alta., for a grazing lease of the SW $\frac{1}{4}$ of Section 21, the SE $\frac{1}{4}$ of Section 27, NW $\frac{1}{4}$ of Section 34, all in Township 32, Range 1, West of the 4th Meridian, and enclosing copies of reports from Homestead Inspectors J. Murcombe and H.S.G. Fear.

I discussed this application with Inspector Fear and he furnished the information that Mr. Coates has leased from the Municipality, three-quarters of Section 27 and that he rents three-quarters of Section 34, thus making, together with the land for which he has applied, a compact area of these two sections. It also appears that Mr. Coates owns the SE $\frac{1}{4}$ of Section 21 which adjoins the SW $\frac{1}{4}$ for which he has applied.

This applicant wishes to make some improvements in the grass conditions on these lands - a sort of reclamation scheme as far as grass is concerned. From information received from Inspector Fear, Coates has fenced the South half of Section 21.

I would recommend that this applicant be given a lease of the lands for which he has applied.

Yours truly,

Albert Helmer

ALBERT HELMER
Supervisor of Grazing.

AH:JJ.





GOVERNMENT OF THE PROVINCE OF ALBERTA
DEPARTMENT OF LANDS AND MINES

MEMORANDUM to
Director of Lands:

EDMONTON.
GRAZING 16th August, 1932.

Grazing Application No.: 622
Applicant: F. A. Coates.
Land: S.W. $\frac{1}{4}$ S.21, S.E. $\frac{1}{4}$ S.27, N.W. $\frac{1}{4}$ S.34, Twp.32, Rge.1, W.4th Mer.

Conflicting Application No:
Applicant:
Land:

Report of Supervision of Grazing:

By report dated July 23rd, 1932, he recommends that a Lease
be granted to the applicant on the lands applied for.

Departmental Recommendation:

Recommended that F. A. Coates receive a lease covering the
S.W. $\frac{1}{4}$ of Sec.21, the S.E. $\frac{1}{4}$ of Sec.27, and N.W. $\frac{1}{4}$ of Sec.34,
Twp.32, Rge. 1, W. of the 4th Mer.

W. H. Kinnear

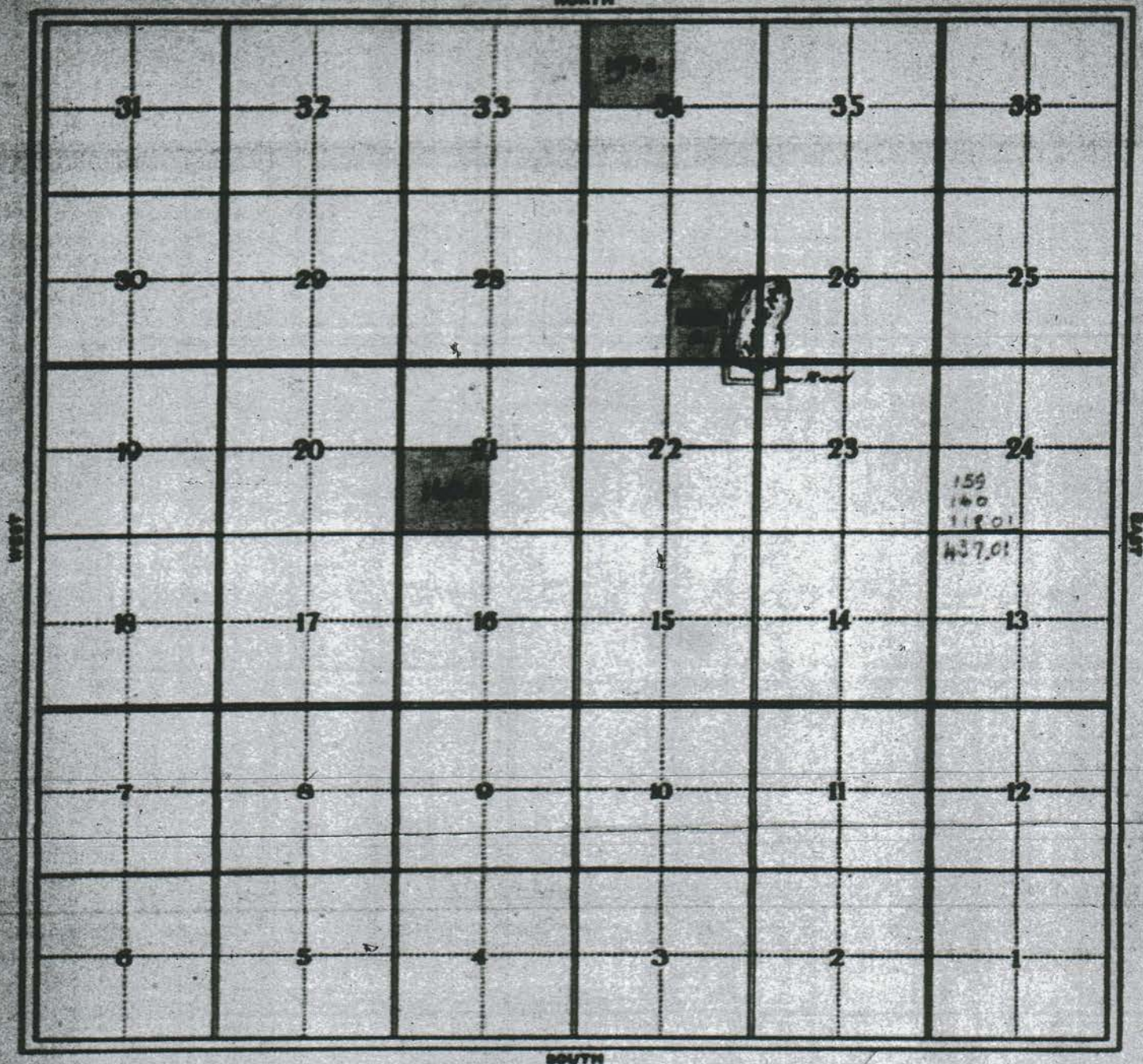
Approved:

F. A. Coates
Director of Lands:

SKETCH OF

TOWNSHIP 32 RANGE 1 WEST OF 4th MERIDIAN

NORTH



NOTE.—As entries are being made daily this diagram cannot be considered entirely reliable.

Examine several quarter sections to prevent disappointment. Survey Aug. 31st 1916by Edward Deville,
Dept of Interior

DESCRIPTION File No. 5175 Gr.L.

All these parcels or tracts of land, situate, lying, and being in the **Thirty-second (32)** Township, in the **First (1)** Range, West of the **Fourth (4)** Meridian, in the Province of Alberta, Dominion of Canada, and being composed of:

The South West quarter of Section Twenty-one (21), the North West quarter of Section Thirty-four (34), and that portion of the South East quarter of Section Twenty-seven (27), lying to the West of the West boundary of a surveyed roadway, as shown upon a plan of Survey of the said roadway of record in the Department of Public Works at Edmonton as Plan No. 6016, all of the said quarter sections, being of the said Township, as shown upon a map or plan of Survey of the said Township, approved and confirmed at Ottawa on the Thirty-first (31st) day of August, Nineteen Hundred and Sixteen (1916), by Edouard Deville, Surveyor General of Dominion Lands, and on file in the Department of Lands and Mines at Edmonton;

The lands herein described containing by admeasurement **Four Hundred and Thirty-seven (437)** acres, more or less.
Designated Ranch No. 30174.

H. R. M. Acherson
Technical Division.

Copy for:

November 10, 1932.

Agent of Provincial Lands,
Calgary, Alberta.
Reference No. 78851.

Sir:

ask

I beg to advise you that your application to secure the Grazing Rights on the South West quarter of Section 21, the North West quarter of Section 34, and that portion of the South East quarter of Section 27, lying to the west of the West boundary of the surveyed roadway in Township 32, Range 1, West of the 4th Meridian, has been approved by this Department and a lease is being prepared for a term of twenty-one years from November 1, 1932.

Yours very truly,


D. H. DOLES,
Director of Lands.

F. A. Gentes, Esq.,
COMPTON, Alberta.



GOVERNMENT OF THE PROVINCE OF ALBERTA

Copy for: DEPARTMENT OF LANDS AND MINES
Agent of Provincial Lands,
Calgary, Alberta.
Reference No. 78851, enclosing Agency EDMONTON, December 16, 1932.
File copy of this Ranch.

Copy for:
Supervisor of Taxation,
Department of Municipal Affairs, enclosing description of this Ranch.

Copy for:
A. Helmer, Esq.,
Supervisor of Grazing,
Calgary, Alberta. Reference File 666,
enclosing description of this Ranch.

Sir:

I beg to enclose herewith for your signature Grazing Lease No. 30174 in duplicate, issued in your favor for a term of ~~twenty-one~~ years, commencing November 1, 1932.

Both copies of this Lease should be signed by you as Lessee on the dotted line over the word "Lessee" and opposite the seal on the fifth page of the Lease, and the witness to your signature should sign immediately opposite on the dotted line over the word "Witness".

When this Lease has been signed kindly return both copies thereof for final execution, and upon completion by this Department one of the completed copies will be returned to you.

The annual rental on this Lease, \$ 8.74 becomes due in advance on the first day of ~~November~~ in each and every year, and should be remitted by you to the Agent of Provincial Lands at Calgary, Alberta. Rental paid to November 1, 1933, and over by slip.

Yours very truly,

Enc.

I. H. HOLMES,
Director of Lands.

Franklin A. Gontas, Esq.,
Calgary, Alberta.



GOVERNMENT OF THE PROVINCE OF ALBERTA
DEPARTMENT OF LANDS AND MINES

Grazing Lease No. 30174

File No. 5175 Gr.

This Indenture made in duplicate this -----Tenth-----
day of -----November----- in the year of Our Lord one thousand nine
hundred and -----Thirty-two,

Between:

HIS MAJESTY KING GEORGE THE FIFTH, in the right of the Province of
Alberta, represented herein by the Minister of Lands and Mines of the
Province of Alberta, hereinafter referred to as "His Majesty,"

OF THE FIRST PART;

AND

Franklin A. Coates of Compeer in the Province of Alberta,

hereinafter called "the Lessee,"

OF THE SECOND PART.

WHEREAS the lands hereinafter described are "Provincial Lands," within the meaning
of The Provincial Lands Act; and

WHEREAS the said Act provides that lands suitable for grazing but not adapted for
agriculture, or hay or marsh lands, may be sold or leased under regulations made by the
Lieutenant Governor in Council, a copy of which regulations is hereto annexed; and

WHEREAS the said lessee has applied for a lease thereof for grazing purposes;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that in consideration of and
subject to the rents, stipulations, provisions and conditions hereinafter reserved and contained,
His Majesty doth hereby demise and lease unto the Lessee, the following lands and premises,
namely:

All those parcels or tracts of land, situate, lying and being in
the Thirty-second (32) Township, in the First (1) Range, West of
the Fourth (4) Meridian, in the Province of Alberta, Dominion of
Canada, and being composed of:

The South West quarter of Section Twenty-one (21),
the North West quarter of Section Thirty-four (34),
and that portion of the South East quarter of Sec-
tion Twenty-seven (27), lying to the West of the
West boundary of a surveyed roadway, as shown
upon a plan of Survey of the said roadway of re-
cord in the Department of Public Works at Edmonton
as Plan No. 6016, all of the said quarter sections,
being of the said Township, as shown upon a map or
plan of Survey of the said Township, approved and
confirmed at Ottawa on the Thirty-first (31) day
of August, Nineteen Hundred and Sixteen (1916), by
Edouard Deville, Surveyor General of Dominion Lands
and on file in the Department of Lands and Mines at
Edmonton;

The lands herein described containing by admeasure-
ment Four Hundred and Thirty-seven (437) acres,
more or less, and designated as Ranch No. 30174.

SAVE AND EXCEPT all trails, public roads and highways, by land and water, which may be upon the said lands; and SAVE AND EXCEPT also all such lands as may be required for any works constructed thereover under the provisions of The Water Resources Act or of any regulations made thereunder; and SAVE AND EXCEPT all such lands as may under the provisions and conditions of these presents be and become hereafter withdrawn from the operation thereof; and SAVE AND EXCEPT also such lands as may be required for roadway or drainage purposes. The Minister may make a reduction of rent proportionate to any reduction of area made in accordance with the terms of this paragraph.

TO HAVE AND TO HOLD the same unto the lessee subject as aforesaid for and during the term of -----Twenty-one (21)-----years, to be computed from the first day of-----November---, 1952, and thenceforth next ensuing, and fully to be completed and ended.

YIELDING AND PAYING therefor yearly and every year during the said term unto His Majesty, His Successors, and Assigns, the clear rent or sum of -----\$8.74-----
-----Eight-----Dollars -----Seventy-four-----Cents,
the same to be payable on the following days and times, that is to say: In advance, on the -----First-----day of -----November-----in each and every year during the said term, the first of which payments having been made on or before the execution of these presents, subject, however, to reduction of the said rent as hereinbefore and hereinafter provided.

AND the lessee doth hereby covenant and agree with His Majesty as follows, namely:

1. That the lessee will at all times perform, observe and comply with all the provisions of the regulations made pursuant to The Provincial Lands Act, or of any regulations which may at any time hereafter be made under the authority of the aforesaid Act or any Act passed in substitution therefor, and all such regulations shall be deemed to form a part of the lease, which shall be read and construed as if the same had been set out and incorporated herein.

2. That the lessee shall and will well and truly pay or cause to be paid to the Minister at Edmonton, or other person duly authorized by His Majesty, His Successors, and Assigns in that behalf, the rent hereby reserved and shall and will make all returns at the times and in the manner herein or under the said regulations prescribed.

3. That no waiver on behalf of His Majesty of any breach of any or either of the promises, conditions, restrictions and stipulations herein contained, whether negative or positive in form, shall take effect or be binding upon him, unless the same be expressed in writing under the authority of the Minister, and any waiver so expressed shall not limit or affect His Majesty's rights with respect to any other or future breach.

4. That the lessee will not without the consent in writing of the Minister make any transfer or assignment of these presents, or of his interest or any part of his interest under these presents, or any sub-lease of the whole or part of the term hereby granted of the said lands or any portion thereof, but in no case shall such consent be given unless and until the lessee shall have complied with the provisions of Clause 6 of these presents by placing upon the said lands not less than one-third of the whole number of the stock which is required to be placed thereon, and has furnished a statutory declaration showing that he has done so and that the said stock was owned by him.

5. That if any such transfer, assignment or sub-lease be so assented to, all the provisos and conditions herein contained shall extend to and be binding upon the transferee, assignee and sub-lessee as well as the lessee hereunder, and any breach thereof by such transferee, assignee or sub-lessee shall have the same effect as if such breach were made by the lessee during his continuance as such lessee.

6. That the lessee shall not allow stock other than his own to graze on the tract of land hereby demised and he shall within each of the three years, from the date of the commencement of the term of the lease, place upon the said tract not less than one-third of the whole number of stock owned by him, which he is required to place thereon, namely, one head of cattle or five head of sheep for every thirty acres of land covered by these presents, and shall during the term hereby granted maintain stock thereon, owned by him, in the proportion of one head of cattle or five head of sheep for every thirty acres of land covered by these presents, but if it be found upon inspection by a duly authorized officer of the Department of Lands and Mines that the said lands will support more stock than the number specified, the Minister may require the lessee to place such additional stock thereon as in his judgment the said lands will sustain. At least twenty-five per cent of all stock referred to in this section shall be breeding stock. The word "cattle" means bulls, oxen, cows and horses at least one year old.

7. That the lessee shall, within one year from the date of the execution of the lease on behalf of the Department of Lands and Mines, furnish a statutory declaration showing that he is owner of and has the required number of stock on the leasehold, and thereafter shall furnish a sworn return to the said Department on the first day of July, in each year, and at such other times as the said Department may determine, showing the number of head of stock on the said lands.

8. That the lessee will not, during the said term, use or allow to be used any part of the lands and premises hereby demised for any purpose other than grazing purposes within the true intent and meaning of The Provincial Lands Act and of these presents, and will not, during the said term, cut or destroy, or allow to be cut or destroyed, any timber or timber trees without the consent in writing in that behalf of the Minister, and then only in accordance with such terms, conditions and regulations as may be made or established in that behalf.

9. That should the Minister of Lands and Mines at any time, or from time to time, during the term hereby granted, think it to be in the public interest to cause any unsurveyed part or parts of the lands hereby demised to be surveyed, or if already surveyed to be re-surveyed, for any purpose or purposes whatsoever, the surveyors appointed to make the survey or surveys may, with their assistants, servants, horses and other things required in that behalf, enter upon the land and make the survey or surveys.

10. That as soon as a survey of a township has been made and confirmed, such lands therein as under the provisions of the said The Provincial Lands Act are set apart as an endowment for the purposes of education and designated "School Lands," shall thereupon become withdrawn from the operation of these presents, and the term hereby created shall thereupon cease and determine with respect thereto, and thereupon the lessee shall become entitled to a reduction of rent hereby reserved, proportionate to the area so withdrawn, but shall have no further or other claim, or be entitled to any compensation for or on account of such withdrawal: Provided, however, that notwithstanding anything herein contained, such lands belonging to the School Endowment, having not less than three sides adjacent and adjoining the tract or block of Provincial lands hereby leased for grazing purposes, shall continue as a part of this lease, subject to the condition that the Endowment Fund shall from the confirmation of the survey of such lands be credited yearly with its proportionate share of the revenue derived from the leasing of such lands.

11. That should any portions of the lands hereby demised be thought to contain gold, silver, copper, coal, or other minerals, building stone, gravel, or marble the Minister may grant a license under the regulations in that behalf authorized by the Lieutenant Governor in Council to any person or corporation to explore and search for the same (subject to such conditions for the protection of the interests of the lessee as the Minister may think proper), and should any portion of the lands hereby demised contain gold, copper, silver, coal, or other minerals, building stone, gravel or marble, or water-power capable of being used to drive machinery, the Minister may, from time to time, cause written notice to be given to the lessee that the same and such adjoining lands as he may think proper are withdrawn from the operation of these presents; and thereupon such lands shall become withdrawn and the term hereby created shall thereupon cease and determine with respect thereto, and thereupon the lessee shall become entitled to a reduction of rent hereby reserved, proportionate to the reduction of area so withdrawn, but shall have no further or other claim, or be entitled to any other compensation for or on account of such withdrawal.

12. That should any portion of the lands hereby demised contain timber, the Minister may, subject to such conditions for the protection of the interests of the lessee as the Minister may think proper, grant to any person or corporation under the provisions of The Provincial Lands Act, the right under permit or license to enter upon the lands and to cut and remove such timber.

13. That should any railway company become entitled to a grant from His Majesty or His Successors of any portion of the lands hereby demised for the road-bed of the railway or its branches, or for stations, station grounds, workshops, dock grounds, and water frontage on the navigable waters, buildings, yards, and other appurtenances required for the convenient and effectual construction and working of the railway and its branches, 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 the 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, proportionate to the reduction of area so withdrawn and actual possession taken thereof, but shall have no further or other claim, or be entitled to any other compensation for or on account of such withdrawal.

14. That should the Minister at any time during the term of the lease, think it to be in the public interest to withdraw the whole or any portion of the lands hereby demised, he may, on giving the lessee three years' notice, withdraw such lands or cancel the lease; and thereupon the lessee shall become entitled to a reduction of the rent hereby reserved, proportionate to the reduction of the area so withdrawn, but shall have no further or other claim, or be entitled to any other compensation for or on account of such withdrawal, but any improvements owned by the lessee on the lands so withdrawn may be removed by him or he shall be entitled to compensation therefor, the amount of such compensation to be decided by the Minister.

15. That upon the expiration of the term of this lease, should the Minister decide to re-lease the lands hereby demised, the lessee shall have the prior right to a renewal lease upon complying with the regulations in force at that time.

16. That should this lease be cancelled or expire and the tract of land, hereby demised, be re-leased for grazing purposes other than to the lessee, the Department of Lands and Mines shall collect from the person acquiring the said tract of land, the value of any ranch buildings, fences, wells, or other legitimate improvements, required in connection with ranching operations, which may be on the said tract of land at the time such tract is re-leased, the said value to be fixed by the said Department; and the amount so collected shall be paid, upon application, to the lessee after deducting any amount for which he may be indebted to His Majesty, or to any City, Town, Village, Municipal, Improvement, School, Irrigation and Drainage Districts, for any rates, taxes and assessments. The lessee shall, however, with the permission of the said Department, have the option of removing any improvements owned by him, which may be on the leasehold at the time this lease is cancelled or expires.

17. And provided further and it is hereby agreed and declared that if the lessee shall at any time make default in the due payment of any sum or sums of money whatsoever which may be payable to His Majesty or for which the lessee may be liable pursuant to any of the provisions of this lease, and whether on account of rental, interest, penalty or otherwise, at any of the days or times fixed or appointed for the payment thereof, His Majesty may, by any person duly authorised by the Minister in writing, enter and distrain therefor upon the premises herein mentioned or any part thereof and by distress levied upon any goods and chattels which may be found upon the said premises or any part thereof, recover any such sum or sums of money as last aforesaid, together with all costs and expenses of and incidental to any such distress.

18. That if and whenever, the rent hereby reserved, or any part thereof, is in arrears and unpaid for a period of more than thirty days or if default is made by the lessee in the performance or observance of any of the covenants on the part of the lessee herein contained for a period of thirty days from and after the date of the sending by mail of a notice by or on behalf of the Minister to the lessee, of such default, then and in every such case and as often as the same may happen and notwithstanding any previous waiver, the Minister may by writing, declare this lease to be terminated and thereupon this lease shall become and be terminated, and be null and void, for all purposes other than and except as to any liability of the lessee under the same incurred before and subsisting at the day when the said lease is declared to be terminated as aforesaid.

19. That any notice affecting the tenancy hereunder which His Majesty may desire to serve upon the lessee shall be sufficiently served on the lessee if left addressed to him on the demised premises or posted to him addressed to his last known address, or if left at the said address. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

20. That no implied covenant or liability of any kind on His Majesty's part is created by the use of the words "demise" or "lease" herein, or by the use of any other word or words herein, or shall otherwise arise by reason of these presents or anything herein contained.

21. That the lessee shall pay and discharge all rates, assessments and taxes imposed by any Municipal, Improvement, School, Irrigation and Drainage Districts, which shall be now charged or which hereafter may be charged upon the said demised premises.

22. That if the leasehold, or any part thereof, has been secured by misrepresentation as to any material facts, the lease may be summarily cancelled in the manner hereinbefore provided.

23. That any notice, demand, notice of cancellation or default, or other communication, which His Majesty or the Minister may require or desire to give or serve upon the lessee may be legally given and served by the Minister, Director of Lands or any duly authorized officer of the Department of Lands and Mines.

24. That in construing this lease and the regulations which are expressed to be incorporated herein, the same shall be read and construed as if all such regulations had been set out herein and been made part and parcel hereof, and in the event of there being any conflict between the provisions of any regulations and any provision set out in this lease, other than the covenant on the part of the lessee for the payment of rent, the provisions of the regulations shall prevail.

That where the context permits the expression "lessee" herein includes the heirs, executors, administrators, successors and assigns of the lessee; the expression "His Majesty" includes the successors and assigns of His Majesty and the expression "Minister" means the Minister for the time being of Lands and Mines and includes the Deputy Minister of Lands and Mines.

IN WITNESS WHEREOF the Deputy of the Minister of Lands and Mines 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

Mary C. Livingstone

W. R. Vivian.
Witness as to Lessee's Signature.

J. H. Hushuly
Deputy Minister of Lands and Mines.

[Signature]
Lessee

GOVERNMENT OF THE PROVINCE OF ALBERTA
DEPARTMENT OF LANDS AND MINES

REGULATIONS GOVERNING THE LEASING OF
GRAZING LANDS

INTERPRETATION

"Department" means the Department of Lands and Mines.

"Minister" means the Minister of Lands and Mines.

1.—(a) Grazing leases of vacant provincial lands unfit for agricultural purposes may be issued to British subjects by birth, naturalization or repatriation, covering a period of ten years. Companies making applications for leases must show that they are incorporated under the laws of the Dominion of Canada, or under the laws of the Province of Alberta, and that the president, vice-president and a majority of the directors are British subjects. In the granting of leases, preference shall be given applicants who own adjoining lands.

(b) Grazing leases may also be granted on vacant provincial lands, irrespective of the quality of the soil, located over fifty miles from a railway, on the condition that the lease may be cancelled, or any portion of the leasehold withdrawn from the operation of the lease, on giving the lessee one year's notice in writing, after the lease has been held three years and after a railway has been graded and the rails laid to within ten miles of the leasehold.

(c) In unsurveyed districts such leases may only be granted, provided the applicant will have a survey of the tract made at his own expense by an Alberta land surveyor, under instructions from the Minister, the plan and field notes of such survey to be deposited on record in the Department.

(d) The Minister is authorized to issue twenty-one year grazing leases on vacant provincial lands unfit for agricultural purposes, where the granting of such leases will not injuriously affect the interests of any *bona fide* established industry in the district; and also renewal twenty-one year leases covering lands now held under lease on condition that, upon inspection by an officer of the Department, the lands affected are found to be unfit for agricultural purposes, that the lessee is utilizing the leasehold to its full extent for stock grazing purposes, and that the granting of such lease will not injuriously affect the interests of any *bona fide* established industry in the district.

2. (a) No person or company shall acquire by lease under these regulations, by original grant or by assignment, more than 25,000 acres.

(b) A person or company already holding lands under lease acquired under any prior regulations of the Department of the Interior, Dominion of Canada, shall only be entitled to acquire under these regulations, by original grant or by assignment, a sufficient area to bring the total acreage held by such person or company to 25,000 acres.

3. All applications for a grazing lease must be made on the official form direct to the local agent of provincial lands for the district in which the lands applied for are situated, and must be accompanied by the application fee. Upon such application being received by the local agent the lands applied for, if available, shall be withdrawn from sale or homestead entry until such time as it is decided to grant or refuse a lease. Forms of application may be secured from any local agent of provincial lands upon request.

4.—(a) Before an application may be considered, the applicant must post up notices of his application for a period of thirty days in at least four different conspicuous places on the lands covered by his application, and at the expiry of the period must file with the agent of provincial lands for the district a statutory declaration of having

done so. A copy of such notice must also be filed with the agent to be posted up in the provincial lands agency for the district in which the lands are situated.

(b) No lease may be granted for such lands until there has been obtained by the Department, from an inspector, a report with a view to ascertaining whether or not the lands applied for, upon examination, are unfit for agricultural purposes.

5. Should the inspector, on making examination of a tract of land applied for, find that owing to conflicting interests in the lands, the granting of a lease to the applicant, or to any other person, would be an injustice to others and that it would be impracticable to make a satisfactory division of the lands affected among the interested persons, such lands, if unfit for agricultural purposes, may be withdrawn from entry or sale, and reserved for community grazing purposes, provided the settlers to benefit by such reservation shall form a community grazing association, and obtain a lease under these regulations.

6. (a) The lessee shall, within each of the three years from the date of the lease, place upon the tract of land leased not less than one-third of the whole number of stock, owned by him, which is required to be placed upon the leasehold, namely, one head of cattle or five sheep for every thirty acres covered by the lease, and shall, during the rest of its term, maintain stock thereon owned by him in the proportion of one head of cattle or five sheep for every thirty acres of land leased. If upon inspection by an inspector of lands it is found that the leasehold will support more stock than the number stated herein, the Minister of Lands and Mines may require the lessee to place additional stock on the leasehold. The lessee must not graze stock other than his own on the leasehold.

(b) The word "cattle" means bulls, oxen, cows, sheep, and horses at least one year old.

7. It is required that at least twenty-five per cent of the stock maintained on any leasehold shall be breeding stock.

8. The lessee shall, within one year from the date of execution of the lease on behalf of the Department, furnish a statutory declaration showing that he is the owner of, and has the required number of stock on the leasehold, and non-compliance with this requirement shall render his lease subject to summary cancellation. The lessee will be required, thereafter, to furnish a sworn return to the Department on the 1st of July, in each year, and at such other times as the Department may decide, showing the number of head of stock on the leasehold.

9. The lessee shall pay an annual rental at such rate as the Minister may prescribe, such rental to be commensurate with the value of such land, and such rental shall be payable yearly in advance.

10. Upon the expiration of the term of the lease, should the Minister decide to re-lease the lands, the former holder of the lease shall have the prior right to a renewal lease on complying with the regulations in force at that time.

11. A lease, whether granted under these regulations or regulations of the Department of the Interior, cannot be assigned without the consent of the Minister. A lessee desiring to assign his lease must pay all outstanding rental and furnish the Department with a properly executed, unconditional assignment of the lease and a registration fee of \$5. If the assignee is an individual a statutory declaration from him that he is a British subject must be furnished, while if the assignee is an incorporated company a statutory declaration from the president, secretary or manager that the company is incorporated under the laws of the Dominion of Canada or under the laws of the Province and that the president, vice-president and a majority of the directors of the company are British subjects, must be furnished. In no case shall an assignment be registered unless the lessee has complied with sections 6 and 8 of these regulations by placing upon the leasehold the whole number of stock which is required to be placed thereon and has furnished a statutory declaration showing that he has done so, and that the said stock was owned by him, but this condition shall not be applicable to leases granted under regulations of the Department of the Interior and brought under these regulations in accordance with the next following section.

12. The holder of a lease acquired under former regulations of the Department of the Interior, which has less than five years to run, irrespective of the area contained therein, may, in the discretion of the Minister, relinquish his lease and acquire one under these regulations, on the condition that, upon inspection by an inspector, the lands affected are found to be unfit for agricultural purposes, and that the lessee is utilizing the leasehold to its full extent for stock grazing purposes.

13. Should the Minister, at any time during the term of the lease, think it to be in the public interest to withdraw the whole or any portion of the lands included therein, he may, on giving the lessee three years' notice, withdraw such lands or cancel the lease; but any improvements owned by the lessee on the lands so withdrawn may be removed by him or he shall be entitled to compensation therefor, the amount of such compensation to be decided by the Department.

14. If any lease is cancelled or expires and the lands are re-leased for grazing purposes other than to the former lessee, the Department shall collect from the person acquiring the lease, the value of any ranch buildings, fences, wells, or other legitimate improvements required in connection with ranching operations which may be on the lands at the time such lands are re-leased, the said value to be fixed by the Department. The amount so collected shall be paid upon application to the former lessee after deducting any amount for which he may be indebted to the Department, or for taxes. The former lessee shall, however, with the permission of the Department, have the option of removing any improvements owned by him, which may be on the leasehold at the time his lease is cancelled or expires.

15. The lessee of four sections or more may construct buildings and corrals and make other improvements on 100 acres of his leasehold, but shall not be deemed to have any vested rights in such land but in the improvements only.

16. The lessee shall be entitled, upon payment of a fee of \$1, to the issue of a permit to cut hay on his leasehold for his own use to the amount of three tons per head for the stock of which he is the sole owner, but not for barter or sale.

17. The frontage of a leasehold on a lake, river or creek, shall not exceed one mile for every four miles in depth, except in cases where upon inspection it is found that the granting of such a leasehold would not be detrimental to the interests of other ranchers or settlers in the district.

18. The lessee shall be entitled to a permit upon payment of a fee of \$1 authorizing him to cultivate the portion of his leasehold described in such permit for the purpose of growing winter feed for his stock, but not for barter or sale.

19. Leases shall be issued subject to the right of the Province to take for road purposes, without compensation to the lessee, such land as may be required, not exceeding four per centum of the total area.

20. The lease shall be in such form and shall contain such provisions, not inconsistent with these regulations, as may be determined by the Minister.

21. The lease shall be subject to cancellation upon the failure of the lessee to fulfill any of the conditions thereof.

22. A fee of \$5 shall accompany each application for a lease, which will be refunded if the land applied for is not available, but not otherwise.

23. If a lease has been secured by misrepresentation of any material facts, it may be summarily cancelled.

24. Any notice, demand or other communication required under these regulations may be validly given and served by the director of lands, and any duly authorized officer of the Department.

25. The Minister may, from time to time, make such additional regulations as may appear to be necessary or expedient governing the manner in which grazing rights are exercised.

AMK/30



PLEASE QUOTE

FILE NO. 5175 GR.

GOVERNMENT OF THE PROVINCE OF ALBERTA
DEPARTMENT OF LANDS AND MINES

EDMONTON, November 10, 1932.



Disposition of Application 622

Administrative Officer:

Name: Franklin A. Coates,

Address: Compoor, Alberta.

Nature of Application: Grazing Lease.

Lease or No.: 50174

Area: 437 acres.

Date of lease or November 10, 1932.

Term: 21 years

From: November 1, 1932.

Entered in Township Register:

Entered in Alphabetical Register:

Entered in Lease and Numerical Register:



Remarks:

Chief Accountant:

Please open Account.

Account No.:

4001

Annual Rental:

\$ 8.24

Paid to:

1-11-33 plus 116c

Remarks:

Technical Division:

Plotted on Township Plan in Administration Office.

Remarks:

Edmonton H.B.P.

Ottawa H.B.P.