

1
2
[Handwritten signatures and initials]

Ottawa, 7th June 1920.

Rev. Sir,-

I have to inform you that the surveyor's description of the roadway in the Indian Industrial School lands at Brandon, Man., to which you refer in your letter of the 29th ultimo, has not been received.

Your obedient servant,

[Handwritten signature: J. McLean]

Assistant Deputy and Secretary.

[Handwritten signatures: P. B. and others]

Rev. T. Ferrier,

Principal,

Indian Industrial School,

Brandon, Man.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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H. J. JEPHSON
DOMINION AND MANITOBA
LAND SURVEYOR

P.O. BOX 986

PHONE No. 73

SMITH BLOCK,
BRANDON, MAN.

Harry Brown Esq
City Clerk
Brandon

June 29th - 1910

Dear Sir

I enclose two descriptions one of the
Right of Way from the Industrial Park road
into the Percy Lake Park at the point agreed
upon on the S. E. 1/4 of Sec 28-10-19 W -
and also of the part of the Park South of the
Percy Lake and the road allowance.

The two could not be made together
I shall be away for a week at
Lomerset or in the vicinity -

Yours truly
H. J. Jephson

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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R. J. JEPHSON
DOMINION AND MANITOBA
LAND SURVEYOR

P.O. BOX 986
SMITH BLOCK,
BRANDON, MAN.

PHONE No. 73

- Description of part of Percy Lake June 29th 1910
Commencing at the South East corner of the S. 8th of Sec:
28. 10. 1910 -
Thence westerly along the South limit of the said S. 8th
of Sec: 28 - 264³/₂ - 1 feet to the South W. Corner thereof
Thence northerly along the line between the East and
West halves of said Sec: 28 - 200.51 feet to a point
Thence N 72° 04' E 299.46 feet.
Thence N 55° 15' E 629.77 feet to the southerly
bank of Lake Percy
Thence north Easterly along the said southerly bank
of Lake Percy to its intersection with the
Easterly limit of said Sec: 28.
Thence southerly along the Easterly limit of said Sec:
28 - 1360³/₂ feet more or less to the place of
beginning.
Containing by admeasurement 48.7 acres be
the same more or less

R. J. Jephson
District Surveyor

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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R. J. JEPHSON
DOMINION AND MANITOBA
LAND SURVEYOR

SMITH BLOCK,
BRANDON, MAN.

June 29th 1910
Description of the right of way into Percy Lake Park
part of Lot 44 of Sec: 28-10-19 W -

also all that portion of the S. E. 1/4 of Sec: 28-10-19
W lying north of Lake Percy required as a
right of way - the center line of which is hereby
described - said right of way being 50 feet
on each side of the said center line -

Commencing at the S. E. corner of the said S. E. 1/4
of Sec: 28-10-19 W
Thence northerly along the East limit of said Sec:
28-2353' 61 feet to the southerly limit of
a furrow road -

Thence N 89° 44' W - 1400' 92 feet to a point
which is the point of beginning of the said
center line of the said right of way -

Thence S 0° 32' E - 1220' feet more or less to
the northerly limit of Percy Lake Park
containing by admeasurement 2.8 acres
more or less.

R. J. Jephson
District Land Surveyor

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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HARRY BROWN
CLERK



OFFICE OF
THE CITY CLERK



540017

BRANDON, MAN., July 3rd 1920

DEPT. OF INDIAN AFFAIRS
JUL 16 1920
SURVEYS

Duncan C. Scott, Esq.,
Deputy Supt. General,
Dept. of Indian Affairs,
OTTAWA, Ontario.

Dear Sir:-

With reference to yours of May 5th, re
proposed Brandon Suburban Park, I beg to enclose here-
with plan and description by metes and bounds of the
property referred to, which I have just received from
Mr. R.J. Jephson, D.L.S.

Will you kindly arrange for an early
consummation of the deal.

Yours truly,

HB-S
ENG:

City Clerk

Recorded under Rd. 1891
21/7/1920

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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Ottawa, 21st July 1920.

Description for lease

All those parcels of land situate in the Fractional South-East quarter of Section Twenty-eight, Township Ten, Range Nineteen, West of the Principal Meridian, containing forty-eight acres and five-tenths of an acre more or less and being composed of,-

FIRSTLY: All that portion of the said fractional South-East quarter of Section Twenty-eight containing forty-five acres and seven-tenths of an acre more or less, lying within the following limits; Commencing at the South-East corner of the said Section Twenty-eight; thence westerly along the South boundary of the said section to the limit between the East half and the West half of the said section; thence northerly along the said limit two hundred feet and fifty-one hundredths of a foot more or less; thence ^{North} seventy-two degrees and four minutes East two hundred and ninety-nine feet and forty-six hundredths of a foot; thence North fifty-five degrees and fifteen minutes East six hundred and twenty-nine feet and seventy-seven hundredths of a foot more or less to the southerly bank of Lake Percy; thence easterly and northerly following the windings and turnings of said bank to its intersection with the East boundary of said section Twenty-eight; thence southerly along the said East boundary thirteen hundred and sixty feet more or less to the point of commencement.

SECONDLY: That parcel of land in the said fractional South-East quarter of Section Twenty-eight containing two acres and eight-tenths of an acre more or less and being composed

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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composed of a strip of land one hundred feet in width, the centre line of said strip being described as follows,-
Commencing at a point eleven hundred feet and ninety-two hundredths of a foot measured North eighty-nine degrees and forty-four minutes West from a point on the East boundary of the said Section twenty-eight, distant twenty-three hundred and fifty-three feet and sixty-one hundredths of a foot measured northerly along the said East boundary from the South-East corner of said section; thence South 0 degrees and thirty-two minutes East twelve hundred and twenty feet more or less to the southerly bank of Percy Lake. The said parcels are shown on a plan of survey made by R.J. Jephson, Dominion Land Surveyor, dated 28th June 1920 and recorded in the Surveys Branch of the Department of Indian Affairs under Number Rd. 1391.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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Ottawa, 21st July 1920.

Description for lease

All those parcels of land situate in the Fractional South-East quarter of Section Twenty-eight, Township Ten, Range Nineteen, West of the Principal Meridian, containing forty-eight acres and five-tenths of an acre more or less and being composed of,-

FIRSTLY: All that portion of the said fractional South-East quarter of Section Twenty-eight containing forty-five acres and seven-tenths of an acre more or less, lying within the following limits; Commencing at the South-East corner of the said Section Twenty-eight; thence westerly along the South boundary of the said section to the limit between the East half and the West half of the said section; thence northerly along the said limit two hundred feet and fifty-one hundredths of a foot more or less; thence ^{North} seventy-two degrees and four minutes East two hundred and ninety-nine feet and forty-six hundredths of a foot; thence North fifty-five degrees and fifteen minutes East ^{566.57} ~~six hundred and twenty-nine feet~~ and ~~seventy-seven~~ hundredths of a foot ⁴⁴ more or less to the southerly bank of Lake Percy; thence easterly and northerly following the windings and turnings of said bank to its intersection with the East boundary of said section Twenty-eight; thence southerly along the said East boundary thirteen hundred and sixty feet more or less to the point of commencement.

SECONDLY: That parcel of land in the said fractional South-East quarter of Section Twenty-eight containing two acres and eight-tenths of an acre more or less and being composed

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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composed of a strip of land one hundred feet in width, the centre line of said strip being described as follows,- Commencing at a point eleven hundred feet and ninety-two hundredths of a foot measured North eighty-nine degrees and forty-four minutes West from a point on the East boundary of the said Section twenty-eight, distant twenty-three hundred and fifty-three feet and sixty-one hundredths of a foot measured northerly along the said East boundary from the South-East corner of said section; thence South 0 degrees and thirty-two minutes East twelve hundred and twenty feet more or less to the southerly bank of Percy Lake. The said parcels are shown on a plan of survey made by R.J. Jephson, Dominion Land Surveyor, *dated 28th June 1920* and recorded in the Surveys Branch of the Department of Indian Affairs under Number Rd.1891.

HP

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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THIS INDENTURE, made in duplicate, the twenty-third day of July, in the year of our Lord one thousand nine hundred and twenty.

BETWEEN His Majesty King George the Fifth, represented by the Superintendent General of Indian Affairs,

of the First Part

AND The Municipal Corporation of the City of Brandon,

of the Second Part

WITNESSETH that in consideration of the rent, covenants and agreements hereinafter contained on the part of the said parties of the second part, their successors and assigns to be paid, observed and performed, the said party of the first part hath demised and leased and by these presents doth demise and lease for park purposes unto the said parties of the second part, their successors and assigns, All those parcels of land situate in the fractional South East Quarter of Section twenty-eight, Township ten, Range nineteen, West of the Principal Meridian, containing forty-eight acres and five-tenths of an acre, more or less, and being composed of;- FIRSTLY all that portion of the said fractional South East Quarter of Section twenty-eight, containing forty-five acres and seven-tenths of an acre, more or less, lying within the following limits;- Commencing at the South East corner of the said Section twenty-eight, thence Westerly along the South boundary of the said Section to the limit between the East Half and the West Half of the said Section, thence Northerly along the said limit two hundred feet and fifty-one hundredths of a foot, more or less, thence North seven two degrees and four minutes East two hundred and ninety-nine feet and forty-six hundredths of a foot, thence North fifty-five degrees and fifteen minutes East six hundred and twenty-nine feet and seventy-seven hundredths of a foot,

more

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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more or less, to the Southerly bank of Lake Percy, thence Easterly and Northerly, following the windings and turnings of said Bank to its intersection with the East boundary of said Section twenty-eight, thence Southerly along the said East boundary thirteen hundred and sixty feet more or less to the point of commencement.

SECONDLY: That parcel of land in the said fractional South East quarter of Section twenty-eight, containing two acres and eight-tenths of an acre, more or less, and being composed of a strip of land one hundred feet in width, the centre line of said strip being described as follows- Commencing at a point eleven hundred feet and ninety-two hundredths of a foot measured North eighty-nine degrees and forty-four minutes West from a point on the East boundary of the said Section twenty-eight, distant twenty-three hundred and fifty-three feet and sixty-one hundredths of a foot, measured Northerly along the said East boundary from the South East corner of said Section, thence South 0 degrees and thirty-two minutes East twelve hundred and twenty feet, more or less, to the Southerly bank of Percy Lake. The said parcels are shown on a plan of survey made by R.J. Jephson, Dominion Lands Surveyor, dated 28th June 1920, and recorded in the Surveys Branch of the Department of Indian Affairs, under number Rd. 1891.

TO HAVE AND TO HOLD the said parcels of land, with all and singular the appurtenances thereunto belonging and appertaining for and during the term of ninety-nine years, to be computed from the Thirteenth day of January one thousand nine hundred and twenty and from thenceforth next ensuing and fully to be complete and ended, yielding
and

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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and paying therefor the sum of Six Thousand dollars, for the full term of lease, the receipt whereof is hereby acknowledged, and subject to the terms and conditions hereinafter contained.

THE parties of the second part, their successors and assigns, hereby covenant with the party of the first part and his successors as follows:-

1. That the said lands shall be used by the said parties of the second part exclusively for park purposes and should they cease to be so used to revert to the said party of the first part.
2. That during the Summer season the park shall be given proper police patrol, with specific instructions for the protection of the Indian girls.
3. That the right of the Indian boys bathing in the Lake during the Summer and the pupils skating on the same during the Winter be reserved.
4. That a sufficient portion of Lake Percy shall be retained by the School for watering their horses and cattle.
5. That the School management shall have the use of the land under crop for the next three years.
6. That should the City of Brandon Street Car Service extend its service to said Park, a line therefrom will be laid to the gate-way on the East public entrance to the school-dwellings and Institute.
7. That provision be made for a two-~~66~~66t road-way from the main road to the park site at a point directly opposite the Southern entrance to the school buildings.

THE parties of the second part, their successors and assigns, shall well and truly pay all taxes and charges, dues and duties whatsoever, which now are or hereafter shall, during the said term, be payable in respect of the aforesaid premises and will perform all and every the covenants and agreements herein contained on the part of the parties of the second part.

THE said parties of the second part, their successors and assigns, further covenant that they will not sell or permit or suffer to be sold or used on the said premises any spirituous liquors, ale, beer, or any intoxicating beverage whatsoever.

IT

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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IT is hereby covenanted and agreed that in case of breach or non-performance of any of the covenants or agreements herein contained, then and in such case it shall be lawful for the said party of the first part, or his successors, into and upon the said lands and premises or any part thereof, in the name of the whole, to-re-enter and the same to have again re-possess and enjoy as if this indenture had never been made.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED & DELIVERED
in the presence of

As to the signature of the
Deputy Superintendent General
of Indian Affairs ,

Deputy Superintendent General
of Indian Affairs.

As to the signature of the
Municipal Corporation of
the City of Brandon.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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Department of Indian Affairs



File No. 64 411/15

Canada

Lands and Timber Branch

Ottawa, 23rd July 1920-192

Memo. to the Deputy Minister-

I beg to submit draft lease to the Municipal Corporation of the City of Brandon of the Brandon Industrial School Lands and would suggest submission of same to the Clerk of the Municipality, for approval, before issuing lease.

W. J. [Signature]
Officer in Charge.

Mr. [Signature]
Approved
Please [Signature]
[Signature]

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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64,411/IB.

Ottawa, 26th July, 1920-

Sir,

Referring to your letter of the 3rd Instant, I beg to enclose draft lease to the Municipal Corporation of the City of Brandon, covering land on the Brandon Industrial School property, and if satisfactory, kindly approve of same, and return to the Department for issue of lease in the usual way.

Your obedient servant,

W. A. Ott.

In charge Lands & Timber Branch-

Harry Brown, Esq.
City Clerk,
Brandon,
Man.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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If not called for in Ten Days Return to

HARRY BROWN
CITY CLERK
BRANDON, MANITOBA

W. A. Orr Esq.,

Lands and Timber Branch

Department of Indian Affairs,

O T T A W A. Ont.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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THIS INDENTURE, made in duplicate, the twenty-third day of July, in the year of our Lord one thousand nine hundred and twenty.

BETWEEN His Majesty King George the Fifth, represented by the Superintendent General of Indian Affairs,

of the First Part

AND The Municipal Corporation of the City of Brandon,

of the Second Part

WITNESSETH that in consideration of the rent, covenants and agreements hereinafter contained on the part of the said parties of the second part, their successors and assigns to be paid, observed and performed, the said party of the first part hath demised and leased and by these presents doth demise and lease for park purposes unto the said parties of the second part, their successors and assigns, All those parcels of land situate in the fractional South East Quarter of Section twenty-eight, Township ten, Range nineteen, West of the Principal Meridian, containing forty-eight acres and five-tenths of an acre, more or less, and being composed of;- FIRSTLY all that portion of the said fractional South East Quarter of Section twenty-eight, containing forty-five acres and seven-tenths of an acre, ~~more or less~~ lying within the following limits;- Commencing at the South East corner of the said Section twenty-eight, thence Westerly along the South boundary of the said Section to the limit between the East Half and the West Half of the said Section, thence Northerly along the said limit two hundred feet and fifty-one hundredths of a foot, more or less, thence North seven^{ty} two degrees and four minutes East two hundred and ninety-nine feet and forty-six hundredths of a foot, thence North fifty-five degrees and fifteen minutes East six hundred and twenty-nine feet and seventy-seven hundredths of a foot,
more

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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more or less, to the Southerly bank of Lake Percy, thence Easterly and Northerly, following the windings and turnings of said Bank to its intersection with the East boundary of said Section twenty-eight, thence Southerly along the said East boundary thirteen hundred and sixty feet more or less to the point of commencement.

SECONDLY: That parcel of land in the said fractional South East quarter of Section twenty-eight, containing two acres and eight-tenths of an acre, more or less, and being composed of a strip of land one hundred feet in width, the centre line of said strip being described as follows- Commencing at a point eleven hundred feet and ninety-two hundredths of a foot measured North eighty-nine degrees and forty-four minutes West from a point on the East boundary of the said Section twenty-eight, distant twenty-three hundred and fifty-three feet and sixty-one hundredths of a foot, measured Northerly along the said East boundary from the South East corner of said Section, thence South 0 degrees and thirty-two minutes East twelve hundred and twenty feet, more or less, to the Southerly bank of Percy Lake. The said parcels are shown on a plan of survey made by R.J. Jephson, Dominion Lands Surveyor, dated 28th June 1920, and recorded in the Surveys Branch of the Department of Indian Affairs, under number Rd. 1891.

TO HAVE AND TO HOLD the said parcels of land, with all and singular the appurtenances thereunto belonging and appertaining for and during the term of ninety-nine years, to be computed from the Thirteenth day of January one thousand nine hundred and twenty and from thenceforth next ensuing and fully to be complete and ended, yielding
and

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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and paying therefor the sum of Six Thousand dollars, for the full term of lease, the receipt whereof is hereby acknowledged, and subject to the terms and conditions hereinafter contained.

THE parties of the second part, their successors and assigns, hereby covenant with the party of the first part and his successors as follows:-

1. That the said lands shall be used by the said parties of the second part exclusively for park purposes and should they cease to be so used to revert to the said party of the first part.
2. That during the Summer season the park shall be given proper police patrol, ~~with specific instructions for the protection of the Indian girls.~~ ?
3. That the right of the Indian boys bathing in the Lake during the Summer and the pupils skating on the same during the Winter be reserved. ?
4. That a sufficient portion of Lake Percy shall be retained by the School for watering their horses and cattle. ?
5. That the School management shall have the use of the land under crop for the next three years. ?
6. That should the City of Brandon Street Car Service extend its service to said Park, a line therefrom will be laid to the gate-way on the East public entrance to the school-dwellings and Institute. ?
7. That provision be made for a ~~two-foot~~ road-way from the main road to the park site at a point directly opposite the Southern entrance to the school buildings. ?

THE parties of the second part, their successors and assigns, shall well and truly pay all taxes and charges, dues and duties whatsoever, which now are or hereafter shall, during the said term, be payable in respect of the aforesaid premises and will perform all and every the covenants and agreements herein contained on the part of the parties of the second part.

THE said parties of the second part, their successors and assigns, further covenant that they will not sell or permit or suffer to be sold or used on the said premises any spirituous liquors, ~~and beer~~, or any intoxicating beverage whatsoever. ?

IT

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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IT is hereby covenanted and agreed that in case of breach or non-performance of any of the covenants or agreements herein contained, then and in such case it shall be lawful for the said party of the first part, or his successors ^{to enter} into and upon the said lands and premises or any part thereof, in the name of the whole, ~~to re-enter~~ and ~~the same~~ to have again ^{re-possess} and enjoy as if this indenture had never been made.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED & DELIVERED
in the presence of

As to the signature of the
Deputy Superintendent General
of Indian Affairs ,

Deputy Superintendent General
of Indian Affairs.

As to the signature of the
Municipal Corporation of
the City of Brandon.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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64411-1B
1-2 pages on new description
2 Plans
HARRY BROWN
CLERK



OFFICE OF
THE CITY CLERK

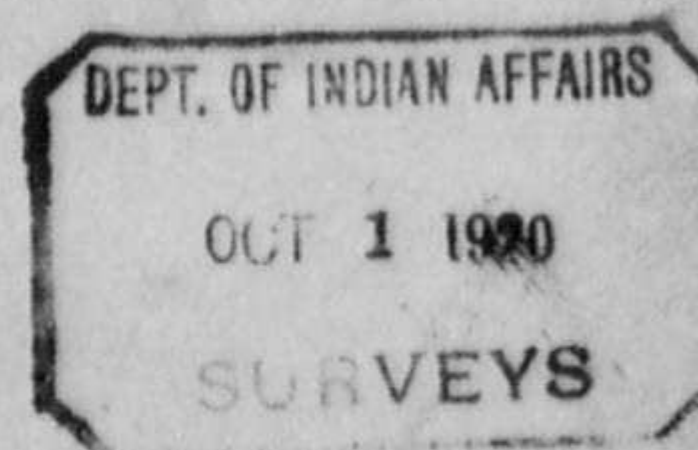


542971

542971

BRANDON, MAN., September 10th, 1920

W. A. Orr Esq.,
Lands and Timber Branch,
Department of Indian Affairs,
O T T A W A



Dear Sir:-

With reference to yours of July 26th, File No. 64,411/1B., I beg to return herewith draft lease submitted therein for approval by the City of Brandon. We have since found some error in the description, and Mr. Jephson D.L.S. has prepared a new description and plan, which I also enclose together with a re-drafted agreement, minus the changed description which latter will have to be included in your new draft. We have had several meetings with the Rev. Thos. Ferrier and he has agreed to waive the several clauses which have been omitted on the re-draft, and, I believe, he has signified his approval of the changes to your Department.

the City of Brandon is prepared to execute a lease based on these changes, and I would ask you to expedite the matter as much as possible.

Yours truly,

[Signature]
City Clerk.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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13th

THIS INDENTURE, made in duplicate, this
day of *July*, in the year of our Lord one thousand nine
hundred and twenty *one*

BETWEEN His Majesty King George the Fifth, represented
by the Superintendent General of Indian Affairs,

of the First Part

AND The Municipal Corporation of the City of Brandon,

of the Second Part,

WITNESSETH that in consideration of the rent,
covenants and agreements hereinafter contained on the part
of the said parties of the second part, their successors
and assigns to be paid, observed and performed, the said
party of the first part hath demised and leased and by these
presents doth demise and lease for park purposes unto the
said parties of the second part, their successors and
assigns ~~all~~ those parcels of land situate in the
fractional South East Quarter of Section twenty-eight,
Township ten, Range nineteen, West of the Principal
Meridian, containing forty-eight acres and five-tenths of an
acre, more or less, and being composed of; FIRSTLY all that
portion of the said fractional South East Quarter of
Section twenty-eight, containing forty-five acres and
seven-tenths of an acre, lying within the following limits:-
Commencing at the South East corner of the said Section
twenty-eight, thence Westward along the South Boundary of
the said Section to the limit between the East Half and
West Half of the said Section, thence Northerly along the
said limit two hundred feet and fifty-one hundredths of
a foot, more or less, thence North seventy-two degrees
and four minutes East two hundred and ninety-nine feet
and forty-six hundredths of a foot, thence North fifty-five
degrees and fifteen minutes East six hundred and twenty-nine
feet and seventy-seven hundredths of a foot more or less,

*to be
Amended*

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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to the Southerly bank of Lake Percy, thence Easterly and Northerly, following the windings and turnings of said Bank to its intersection with the East boundary of said Section twenty-eight, thence Southerly along the said East boundary thirteen hundred and Sixty feet more or less to the point of commencement.

SECONDLY: That parcel of land in the said fractional South East quarter of Section twenty-eight, containing two acres and eight-tenths of an acre, more or less, and being composed of a strip of land one hundred feet in width, the centre line of said strip being described as follows.-Commencing at a point eleven hundred feet and ninety-two hundredths of a foot measured North eighty-nine degrees and forty-four minutes West from a point on the East boundary of the said Section twenty-eight, distant twenty-three hundred and fifty-three feet and sixty-one hundredths of a foot, measured Northerly along the said East boundary from the South East Corner of said Section, thence South 0 degrees and thirty-two minutes East twelve hundred and twenty feet, more or less, to the Southerly bank of Percy Lake. The said parcels are shown on a plan of survey made by R.J.Jephson, Dominion Lands Surveyor, dated 28th June, 1920 and recorded in the Surveys Branch of the Department of Indian Affairs, under Number Rd. 1891.

TO HAVE AND TO HOLD the said parcels of land, with all and singular the appurtenances thereunto belonging and appertaining for and during the term of ninety-nine years, to be computed from the Thirteenth day of January one thousand nine hundred and twenty one and from thenceforth next ensuing and fully to be complete and ended, yielding and paying therefor the sum of Six Thousand dollars for the full term of lease, the receipt whereof

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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conditions hereinafter contained.

THE parties of the second part, their successors and assigns, hereby covenant with the party of the first part and his successors as follows:-

1. That the said lands shall be used by the said parties of the second part exclusively for park purposes and should they cease to be so used to revert to the said party of the first part.
2. That should the City of Brandon Street Car Service extend its service to said Park, a line there-from will be laid to the gate-way on the South Public Entrance to the School-dwellings and institute.

THE parties of the second part, their successors and assigns, shall well and truly pay all taxes and charges, dues and duties whatsoever, which now are or hereafter shall, during the said term, be payable in respect of the aforesaid premises and will perform all and every ^{the} covenants and agreements herein contained on the part of the parties of the second part.

THE said parties of the second part, their successors and assigns, further covenant that they will not sell or permit of suffer to be sold or used on the said premises any spirituous liquors, or any intoxicating beverage whatsoever.

IT is hereby covenanted and agreed that in case of breach or non-performance of any of the covenants or agreements herein contained, then and in such case it shall be lawful for the said party of the first part, or his successors to re-enter into and upon the said lands and premises or any part thereof, in the name of the whole, and to have again re-possession and enjoy as if this indenture had never been made.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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IN WITNESS WHEREOF the parties hereto have hereunto
set their hands and seals the day and year first above written.

SIGNED, SEALED & DELIVERED)
in the presence of)

As to the signature of the)
Deputy Superintendent)
General of Indian Affairs)

Deputy Superintendent General
of Indian Affairs.

As to the signature of the)
Municipal Corporation of)
the City of Brandon.)

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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64411-1B

Ottawa, 15th October 1920.

Description for lease

56. ¹⁹⁸/₁₀₀ acres
All those parcels of land situate in the Fractional South East quarter of Section Twenty-eight, Township Ten, Range Nineteen, West of the Principal Meridian, containing ^{together} ~~sixty~~ ^{more or less} ~~eight acres and ninety-nine hundredths of an acre and~~ being composed of,-

All that portion of the said fractional South-East quarter of Section Twenty-eight ~~containing forty-five acres and seven-tenths of an acre more or less~~, lying within the following limits; Commencing at the South-East corner of the said Section Twenty-eight; thence westerly along the South boundary of the said section to the limit between the East half and the West half of the said section; thence northerly along the said limit two hundred feet and fifty-one hundredths of a foot more or less; thence North seventy-two degrees and four minutes East, two hundred and ninety-nine feet and forty-six hundredths of a foot; thence North fifty-five degrees and fifteen minutes East five hundred and sixty-six feet and fifty-seven hundredths of a foot; thence North forty-one degrees and eighteen minutes East eleven hundred and thirty-seven feet and nine-tenths of a foot; thence North ^{or depressed} thirty-two minutes West eight hundred and sixty-seven feet and fifteen hundredths of a foot; thence South eighty-nine degrees and forty-four minutes ^{East} ~~West~~ one hundred feet; thence South thirty-two minutes East to the northerly bank of Lake Percy; thence South-easterly following the winding and turnings of said bank to the easterly limit of said section Twenty-eight; thence southerly along the said easterly limit fifteen hundred and seventy feet more or

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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S. B.

L. B.
Mr. Tierce stated this ^{less} ~~nothing~~ ^{by} ~~the~~ ^{that}
satisfactory to him altho the ~~the~~ ^{that}
had been slightly changed from
originally intended
8 Jan 1921 LRP

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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64411-1B

Ottawa 1st October 1920.

Memorandum

Mr. Orr,-

With reference to description and blueprint hereunder forwarded by the city clerk of Brandon, I would point out that this last description changes the northerly boundary of the tract to be leased by entirely including Percy Lake, whereas the first plan submitted established the South shore of Percy Lake as the northerly boundary of the tract.

It is rather more of a legal point to determine what control this would give the city over Percy Lake, but it appears to me that the city evidently thinks this new description would place that part of the lake lying ~~under~~ in Section 28, under the control of the city. Is it intended that such control should be given the city?

The City Clerk's letter states that the new description is sent because of errors found in the first one and he does not refer to the area being increased. I did not find however any error in the old description, as it correctly describes the area shown on the plan originally submitted and the new description instead of being a correction is a description of a revised area.

The new plan submitted is a blueprint from the one previously recorded here with the ^{boundary} northerly changed so as to include Percy Lake.

Robertson



Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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Canada
Lands and Timber Branch

Ottawa, October 4, 1920.

Memo.

The Deputy Minister, -

In regard to letter of the 10th ultimo, from the City Clerk of Brandon, returning draft lease which was sent him for approval, made out in accordance with arrangements entered into between the Rev. Mr. Ferrier and the City, and which has been changed by substituting a new ^{final} agreement covering a different tract and also by eliminating all the conditions specified except Nos. 1 and 2, it is submitted as to whether the changes made in the lease are to be accepted.

W. J. D. R.

Officer in Charge.

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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*Consent
for use for
lease*

Reserving the right of access by the Brandon
Industrial School authorities to the waters of Percy Lake
and to the use of same for watering stock or other such
purposes desired by the School.

*Satisfactory
to Mr. Wm. Fennell*

*Held for Rev.
Mr. Fennell.*

*Satisfactory of Fennell
across to west
road or west
road*

Indian Affairs. (RG 10, Volume 6258, file 576-9, part 1)

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CANADA

*VER
POOR
GOP*