

Rupert's Land and North-Western Territory Order

(Order of Her Majesty in Council Admitting Rupert's Land and the North-Western Territory into the Union)

At the Court at Windsor, the 23rd day of June, 1870

PRESENT,

The Queen's Most Excellent Majesty

Lord President

Lord Privy Seal

Lord Chamberlain

Mr. Gladstone

Whereas by the "Constitution Act, 1867," it was (amongst other things) enacted that it should be lawful for the Queen, by and with the advice or Her Majesty's Most Honourable Privy Council, on Address from the Houses of the Parliament of Canada, to admit Rupert's Land and the North-Western Territory, or either of them, into the Union on such terms and conditions in each case as should be in the Addresses expressed, and as the Queen should think fit to approve, subject to the provisions of the said Act. And it was further enacted that the provisions of any Order in Council in that behalf should have effect as if they had been enacted by the Parliament of the United Kingdom of Great Britain and Ireland:

And whereas by an Address from the Houses of the Parliament of Canada, of which Address a copy is contained in the Schedule to this Order annexed, marked A, Her Majesty was prayed, by and with the advice of Her Most Honourable Privy Council, to unite Rupert's Land and the NorthWestern Territory with the Dominion of Canada, and to grant to the Parliament of Canada authority to legislate for their future welfare and good government upon the terms and conditions therein stated.

And whereas by the "Rupert's Land Act, 1868," it was (amongst other things) enacted that it should be competent for the Governor and Company of Adventurers of England trading into Hudson's Bay (hereinafter called the Company) to surrender to Her Majesty, and for Her Majesty by any Instrument under Her Sign Manual and Signet to accept a surrender of all or any of the lands, territories, rights, privileges, liberties, franchises, powers, and authorities whatsoever granted or purported to be granted by certain Letters Patent therein recited to the said Company within Rupert's Land upon such terms and conditions as should be agreed upon by and between Her Majesty and the said Company; provided, however, that such surrender should not be accepted by Her Majesty until the terms and conditions upon which Rupert's Land should be admitted into the said Dominion of Canada should have been approved of by Her Majesty and embodied in an Address to Her Majesty from both the Houses of the Parliament of Canada, in pursuance of the 146th Section of the "Constitution Act, 1867:"

And it was by the same Act further enacted that it should be competent to Her Majesty by Order or Orders in Council, on Addresses from the Houses of the Parliament of Canada, to declare that Rupert's Land should, from a date to be therein mentioned, be admitted into and become part of the Dominion of Canada:

And whereas a second Address from both the Houses of Parliament of Canada has been received by Her Majesty praying that Her Majesty will be pleased, under the provisions of the hereinbefore recited Acts, to unite Rupert's Land on the terms and conditions expressed in certain Resolutions therein referred to and approved of by Her Majesty, of which said Resolutions and Address copies are contained in the Schedule to this Order annexed, marked B, and also to unite the NorthWestern Territory with the Dominion of Canada, as prayed for by and on the terms and conditions contained in the hereinbefore first recited Address, and also approved of by Her Majesty:

And whereas a draft surrender has been submitted to the Governor General of Canada containing stipulations to the following effect, viz.:--

1. The sum of 300,000*l.* (being the sum hereinafter mentioned) shall be paid by the Canadian Government into the Bank of England to the credit of the Company within six calendar months after acceptance of the surrender aforesaid, with interest on the said sum at the rate of 5 per cent, per annum, computed from the date of such acceptance until the time of such payment.

2. The size of the blocks which the Company are to select adjoining each of their posts in the Red River limits, shall be as follows:--

	Acres
Upper Fort Garry and town of Winnipeg, including the inclosed park around shop and ground at the entrance to the town	500
Lower Fort Garry (including the farm the Company now have under cultivation)	500
White Horse Plain	500

3. The deduction to be made as hereinaftermentioned from the price of the materials of the Electric Telegraph, in respect of deterioration thereof, is to be certified within three calendar months from such acceptance as aforesaid by the agents of the Company in charge of the depots where the materials are stored. And the said price is to be paid by the Canadian Government into the Bank of England to the credit of the Company within six calendar months of such acceptance, with interest at the rate of 5 per cent, per annum on the amount of such price computed from the date of such acceptance until the time of payment.

And whereas the said draft was on the fifth day of July, one thousand eight hundred and sixty-nine, approved by the said Governor General in accordance with a Report from the Committee of the Queen's Privy Council for Canada; but it was not expedient that the said stipulations, not

being contained in the aforesaid second Address, should be included in the surrender by the said Company to Her Majesty of their rights aforesaid or in this Order in Council.

And whereas the said Company did by deed under the seal of the said Company, and bearing date the nineteenth day of November, one thousand eight hundred and sixtynine, of which deed a copy is contained in the Schedule to this Order annexed, marked C, surrender to Her Majesty all the rights of government, and other rights, privileges, liberties, franchises, powers and authorities granted, or purported to be granted, to the said Company by the said Letters Patent therein and hereinbefore referred to, and also all similar rights which may have been exercised or assumed by the said Company in any parts of British North America not forming part of Rupert's Land, or of Canada or of British Columbia, and all the lands and territories (except and subject as in the terms and conditions therein mentioned) granted, or purported to be granted to the said Company by the said Letters Patent:

And whereas such surrender has been duly accepted by Her Majesty, by an instrument under her Sign Manual and Signet, bearing date at Windsor the twentysecond day of June, one thousand eight hundred and seventy.

It is hereby ordered and declared by Her Majesty, by and with the advice of the Privy Council, in pursuance and exercise of the powers vested in Her Majesty by the said Acts of Parliament, that from and after the fifteenth day of July, one thousand eight hundred and seventy, the said North-Western Territory shall be admitted into and become part of the Dominion of Canada upon the terms and conditions set forth in the first hereinbefore recited Address, and that the Parliament of Canada shall from the day aforesaid have full power and Authority to legislate for the future welfare and good government of the said Territory. And it is further ordered that, without prejudice to any obligations arising from the aforesaid approved Report, Rupert's Land shall from and after the said date be admitted into and become part of the Dominion of Canada upon the following terms and conditions, being the terms and conditions still remaining to be performed of those embodied in the said second Address of the Parliament of Canada, and approved of by Her Majesty as aforesaid:--

1. Canada is to pay to the Company 300,000*l.* when Rupert's Land is transferred to the Dominion of Canada.
2. The Company are to retain the posts they actually occupy in the NorthWestern Territory, and may, within twelve months of the surrender, select a block of land adjoining each of its posts within any part of British North America not comprised in Canada and British Columbia, in conformity, except as regards the Red River Territory, with a list made out by the Company and communicated to the Canadian Ministers, being the list in the Schedule of the aforesaid Deed of Surrender. The actual survey is to be proceeded with, with all convenient speed.
3. The size of each block is not to exceed [10] acres round Upper Fort Garry, [300] acres round Lower Fort Garry; in the rest of the Red River Territory a number of acres to be settled at once between the Governor in Council and the Company, but so that the aggregate extent of the blocks is not to exceed 50,000 acres.

4. So far as the configuration of the country admits, the blocks shall front the river or road, by which means of access are provided, and shall be approximately in the shape of parallelograms, of which the frontage shall not be more than half the depth.

5. The Company may, for fifty years after the surrender, claim in any township or distinct within the Fertile Belt, in which land is set out for settlement, grants of land not exceeding onetwentieth part of the land so set out. The blocks so granted to be determined by lot. and the Company to pay a rateable share of the survey expenses, not exceeding 8 cents Canadian an acre. The Company may defer the exercise of their right of claiming the proportion of each township for not more than ten years after it is set out; but their claim must be limited to an allotment from the lands remaining unsold at the time they declare their intention to make it.

6. For the purpose of the last Article, the Fertile Belt is to be bounded as follows:--On the south by the United States' boundary; on the west by the Rocky Mountains; on the north by the northern branch of the Saskatchewan; on the east by Lake Winnipeg, the Lake of the Woods, and the waters connecting them.

7. If any township shall be formed abutting on the north bank of the northern branch of the Saskatchewan River, the Company may take their onetwentieth of any such townships which for the purpose of this Article shall not exceed more than five miles inland from the river, giving to the Canadian Dominion an equal quantity of the portion of lands coming to them of townships established on the southern bank.

8. In laying out any public roads, canals, &c., through any block of land reserved to the Company, the Canadian Government may take, without compensation, such land as is necessary for the purpose, not exceeding one twentyfifth of the total acreage of the block; but if the Canadian Government require any land which is actually under cultivation. Or which has been built upon, or which is necessary for giving the Company's servants access to any river or lake, or as a frontage to any river or lake, they shall pay to the Company the fair value of the same, and shall make compensation for any injury done to the Company or their servants.

9. It is understood that the whole of the land to be appropriated within the meaning of the last preceding clause shall be appropriated for public purposes.

10. All titles to land up to the eighth day of March, one thousand eight hundred and sixty-nine, conferred by the Company are to be confirmed.

11. The Company is to be at liberty to carry on its trade without hindrance in its corporate capacity, and no exceptional tax is to be placed on the Company's land, trade, or servants, nor any import duty on goods introduced by them previous to the surrender.

12. Canada is to take over The materials of the electric telegraph at cost price--such price including transport, but not including interest for money, and subject to a deduction for ascertained deterioration.

13. The Company's claim to land under agreements of Messrs. Vankoughnet and Hopkins is to be withdrawn.

14. Any claims of Indians to compensation for lands required for purposes of settlement shall be disposed of by the Canadian Government in communication with the Imperial Government; and the Company shall be relieved of all responsibility in respect of them.

15. The Governor in Council is authorized and empowered to arrange any details that may be necessary to carry out the above terms and conditions.

And the Right Honourable Earl Granville, one of Her Majesty's Principal Secretaries of State, is to give the necessary directions herein accordingly.

(Signed) EDMUND HARRISON.

SCHEDULES

SCHEDULE (A)

ADDRESS to HER MAJESTY The QUEEN from The Senate and House of Commons of the Dominion of Canada

To the Queen's Most Excellent Majesty

Most Gracious Sovereign,

We, your Majesty's most dutiful and loyal subjects, the Senate and Commons of the Dominion of Canada, in Parliament assembled, humbly approach your Majesty for the purpose of representing:--

That it would promote the prosperity of the Canadian people, and conduce to the advantage of the whole Empire, if the Dominion of Canada, constituted under the provisions of the British North America Act of 1867 were extended westward to the shores of the Pacific Ocean.

That the colonization of the fertile lands of the Saskatchewan, the Assiniboine, and the Red River districts; the development of the mineral wealth which abounds in the regions of The NorthWest; and the extension of commercial intercourse through the British possessions in America from the Atlantic to the Pacific, are alike dependent upon the establishment of a stable Government for the maintenance of law and order in the NorthWestern Territories.

That the welfare of a sparse and widelyscattered population of British subjects of European origin, already inhabiting these remote and unorganized territories, would be materially enhanced by the formation therein of political institutions bearing analogy, as far as circumstances will admit, to those which exist in the several provinces of this Dominion.

That the 146th section of the British North America Act of 1867 provides for the admission of Rupert's Land and the NorthWestern Territory, or either of them, into union with Canada, upon the terms and conditions to be expressed in addresses from the Houses of Parliament of this Dominion to your Majesty, and which shall be approved of by your Majesty in Council.

That we do therefore most humbly pray that your Majesty will be graciously pleased, by and with the advice of your Most Honourable Privy Council, to unite Rupert's Land and the North-Western Territory with this Dominion, and to grant to the Parliament of Canada authority to legislate for their future welfare and good government; and we most humbly beg to express to your Majesty that we are willing to assume the duties and obligations of government and legislation as regards those territories.

That in the event of your Majesty's Government agreeing to transfer to Canada the jurisdiction and control over the said region, the Government and Parliament of Canada will be ready to provide that the legal rights of any corporation, company, or individual within the same shall be respected, and placed under the protection of Courts of competent jurisdiction.

And furthermore, that, upon the transference of the territories in question to the Canadian Government, the claims of the Indian tribes to compensation for lands required for purposes of settlement will be considered and settled in conformity with the equitable principles which have uniformly governed the British Crown in its dealings with the aborigines.

All which we humbly pray your Majesty to take into your Majesty's most gracious and favourable consideration.

The Senate, Tuesday, December 17, 1867.

(Signed) JOSEPH CAUCHON, Speaker.

House of Commons, Monday, December 16, 1867.

(Signed) JAMES COCKEURN, Speaker.

SCHEDULE (B)

1. Resolutions

May 28, 1869.

Resolved,--That the Senate and Commons of the Dominion of Canada, during the first session of the first Parliament of Canada, adopted an Address to Her Majesty, praying that Her Majesty would be graciously pleased, by and with the advice of Her Most Honourable Privy Council, under the provisions of 146th section of "The British North America Act, 1867"; and on the terms specified in that Address, to unite Rupert's Land and the NorthWest Territory with this Dominion, and to grant to the Parliament of Canada authority to legislate for their future welfare

and good government, and assuring Her Majesty of the willingness of the Parliament of Canada to assume the duties and obligations of government and legislation as regards those territories.

Resolved,--That the Joint Address of the Senate and Commons of Canada was duly laid at the foot of the throne, and that Her Majesty, by despatch from the Right Honourable the Secretary of State for the Colonies, to the GovernorGeneral of Canada, under date of 23rd of April, 1868, signified her willingness to comply with the prayer of the said Address; but She was advised that the requisite powers of Government and legislation could not, consistently with the existing charter of the Hudson's Bay Company, be transferred to Canada without an Act of Parliament, which Act was subsequently passed by the Imperial Parliament, and received Her Majesty's Assent on the 31st July, 1868.

Resolved,--That by despatch dated 8th August, 1868, from Honourable Secretary of State for the Colonies, the GovernorGeneral was informed, that in pursuance of the powers conferred by the Act for the surrender of the Hudson Bay territories to Her Majesty, he proposed to enter into negotiations with the Company as to the terms of such surrender, whereupon, under authority of an order of the GovernorGeneral in Council of the 1st October, 1868, the Honourable Sir George Et. Cartier, Baronet, and the Honourable William McDougall, C.B., were appointed a Delegation to England, to arrange the terms for the acquisition by Canada of Rupert's Land, and by another Order in Council of the same date, were authorized to arrange for the admission of the North-West Territory into union with Canada, either with or without Rupert's Land, as it might be found practicable and expedient.

Resolved,--That the Delegates proceeded on their mission to England, and entered into negotiations with his Grace the Duke of Buckingham and Chandos, then Secretary of State for the Colonies, and afterwards with the Right Honourable Earl Granville, his successor in office, for the acquisition by Canada of the territorial and other rights claimed by the Hudson's Bay Company in Rupert's Land, and in any other part of British North America not comprised in Rupert's Land, Canada, or British Columbia. That terms of agreement were conditionally assented to by the Delegates on behalf of the Dominion, and on their return to Canada were submitted with a Report dated 8th May, 1869, which was approved by his Excellency the Governor in Council on the 14th day of the same month.

Resolved,--That the Senate will be prepared to concur in accepting the transfer of the territorial and other rights of the Hudson's Bay Company in Rupert's Land, and in any other part of British North America not comprised in Rupert's Land, Canada, or British Columbia, on the terms conditionally agreed to on behalf of the Government of Canada, by the Honourable Sir George Et. Cartier, Baronet, and the Honourable William McDougall, C.B., and on behalf of the Hudson's Bay Company, by Sir Stafford H. Northcote, Governor of that Company, and approved by his Excellency in Council as aforesaid, which terms are set forth in a letter from Sir Frederic Rogers, UnderSecretary of State for the Colonies, of the 9th March, 1869, communicated to the Delegates by direction of Earl Granville, and in two subsequent Memorandums dated respectively 22nd and 29th March, 1869, containing a modification of such terms, and are in the words and figures following:--

"Terms, as stated in the Letter from Sir Frederic Rogers, of 9th March, 1869

"1. The Hudson's Bay Company to surrender to Her Majesty all the rights of government, property, etc., in Rupert's Land, which are specified in 31 & 32 Vict., cap. 105, sec. 4; and also all similar rights in any other part of British North America, not comprised in Rupert's Land, Canada, or British Columbia.

"2. Canada is to pay to the Company 300,000*l.*, when Rupert's Land is transferred to the Dominion of Canada.

"3. The Company may, within twelve months of the surrender, select a block of land adjoining each of its stations, within the limits specified in Article 1.

"4. The size of the blocks is not to exceed acres in the Red River Territory, nor 3,000 acres beyond that territory, and the aggregate extent of the blocks is not to exceed 50,000 acres.

"5. So far as the configuration of the country admits, the blocks are to be in the shape of parallelograms, of which the length is not more than double the breadth.

"6. The Hudson's Bay Company may, for fifty years after the surrender, claim in any township or district within the Fertile Belt in which land is set out for settlement, grants of land not exceeding onetwentieth part of the land so set out. The blocks so granted to be determined by lot, and the Hudson's Bay Company to pay a rateable share of the survey expenses, not exceeding an acre.

"7. For the purpose of the present agreement, the Fertile Belt is to be bounded as follows: --On the south by the United States' boundary; on the west by the Rocky Mountains; on the north by the northern branch of the Saskatchewan; on the east by Lake Winnipeg, the Lake of the Woods, and the waters connecting them.

"8. All titles to land up to the 8th March, 1869, conferred by the Company, are to be confirmed.

"9. The Company is to be at liberty to carry on its trade without hindrance, in its corporate capacity; and no exceptional tax is to be placed on the Company's land, trade, or servants, nor any import duty on goods introduced by them previous to the surrender.

"10. Canada is to take over the materials of the electric telegraph at cost price, such price including transport, but not including interest for money, and subject to a deduction for ascertained deteriorations.

"11. The Company's claim to land under agreement of Messrs. Vankoughnet and Hopkins to be withdrawn.

"12. The details of this arrangement, including the filling up the blanks in Articles 4 and 6, to be settled at once by mutual agreement."

"MEMORANDUM

"Details of Agreement between the Delegates of the Government of the Dominion and the Directors of the Hudson's Bay Company

"1. It is understood that, in surrendering to Her Majesty all the rights, etc., of the Company in any part of British North America not comprised in Rupert's Land, Canada, or British Columbia, the Company are to retain the posts they actually occupy in the North West Territory.

"2. It is understood that it will be a sufficient act of selection under Article III., that the Company should, within twelve months, name the number of acres which they will require adjoining each post. The actual survey to be proceeded with, with all convenient speed.

"3. It is understood that, in the Red River Settlement, the size of the blocks to be retained round Upper Fort Garry shall not exceed (10) acres; and that round Lower Fort Garry shall not exceed (300) acres.

"4. It is understood that a list of the stations round which the Company will require blocks of land, with the size of the blocks they will require, shall be made out forthwith, and communicated to the Canadian Ministers.

"5. It is understood that Article V. shall be construed to mean that the blocks shall front The river or road, by which means of access are provided, and shall be approximately in the form of parallelograms, of which the frontage shall not be more than half the depth.

"6. It is understood that the Company may defer the exercise of their right of claiming their proportion of each township for not more than ten years after it is set out; but their claim must be limited to an allotment from the lands remaining unsold at the time they declare their intention to make it.

"7. It is understood that the blank in Article 6 shall be filled up with 8 cents (Canadian).

"8. It is understood that any claims of Indians to compensation for lands required for purposes of settlement shall be disposed of by the Canadian Government, in communication with the Imperial Government, and that the Company shall be relieved of all responsibility in respect of them.

(Signed) "STAFFORD H. NORTHCOTE.

"G.E. CARTIER.

"W. MCDOUGALL

"March 22, 1869."

"Memorandum of a further Agreement between Sir Geo. Et. Cartier and Sir Stafford Northcote

"Inasmuch as the northern branch of the Saskatchewan River is the northern boundary of The Fertile Belt, and therefore any land on the northern bank is not within the territory of which the Company are to have onetwentieth part, it is understood that, in forming the townships abutting on the northern bank, the Company shall be at liberty to take their onetwentieth of any such townships, giving up to the Canadian dominion an equal quantity of the portion of lands coming to them of townships established on the southern bank.

"It is understood that the townships on the northern bank shall not for the above purpose extend more than five miles inland from the river.

"It is understood that, in laying out any public roads, canals, etc., through any block of land reserved to the Company, the Canadian Government may take, without compensation, such land as is necessary for the purpose, not exceeding onetwentyfifth of the total acreage of the block; but if the Canadian Government require any land which is actually under cultivation, or which has been built upon, or which is necessary for giving the Company's servants access to any river or lake, or as a frontage to any river or lake, they shall pay the Company the fair value of the same, and shall make compensation for any injury done to the Company or their servants.

"It is understood that the whole of the land to be appropriated within the meaning of the last preceding clause shall be appropriated for public purposes.

(Signed) GEO. ET. CARTIER.

STAFFORD NORTHCOTE.

"London, March 29, 1869."

Resolved,--That this House learns with satisfaction, by letter from the UnderSecretary of State for the Colonies, of 9th March last, that, in fulfilment of the expectations held out in Mr. Cardwell's despatch of 17th June, 1865, Her Majesty's Government will be prepared to propose to Parliament that the Imperial guarantee be given to a loan of 300,000*l.*, the amount which is proposed to be paid over by Canada on the transfer of the Company's rights.

Resolved,--That the Senate will be ready to concur with the House of Commons in an Address to Her Majesty, that she will be graciously pleased, by and with the advice of Her Most Honourable Privy Council, under the 146th clause of "The British North America Act, 1867", and the provisions of the Imperial Act, 31 &c 32 Vict., cap. 105, to unite Rupert' s Land on the terms and conditions expressed in the foregoing Resolutions, and also to unite the NorthWestern Territory with the Dominion of Canada, as prayed for by, and on the terms and conditions contained in the joint Address of the Senate and the House of Commons of Canada, adopted during the first session of the ,first Parliament of Canada, ;and hereinbefore referred to.

Resolved,--That upon the transference of the territories in question to the Canadian Government, it will be the duty of the Government to make adequate provision for the protection of the Indian tribes whose interests and wellbeing are involved in the transfer.

Resolved,--That the Governor in Council be authorized and empowered to arrange any details that may be necessary to carry out the terms and conditions of the above agreement.

2. Address

To the Queen's Most Excellent Majesty

Most Gracious Sovereign,

We, your Majesty's most dutiful and loyal subjects the Senate and Commons of the dominion of Canada in Parliament assembled, humbly approach your Majesty for the purpose of representing:--

That, during the first session of the first Parliament of this dominion, we adopted an Address to your Majesty, praying that your Majesty would be graciously pleased, by and with The advice of your Majesty's Most Honourable Privy Council under the provisions of the 146th Section of "The British North America Act, 1867", and on the terms specified in that Address, to unite Rupert's Land and the NorthWest Territory with this dominion, and to grant to the Parliament of Canada authority to legislate for their future welfare and good government, and assuring your Majesty of The willingness of the Parliament of Canada to assume the duties and obligations of Government and legislation as regards those territories.

That our joint Address was duly laid at the foot of the Throne, and that your Majesty, by despatch from the Right Honourable the Secretary of State for the Colonies to the Governor-General of Canada, under date of the 23rd April, 1868, signified your Majesty's willingness to comply with the prayer of the said Address, but that your Majesty was advised that the requisite powers of government and legislation could not consistently with the existing charter of the Hudson's Bay Company be transferred to Canada without an Act of Parliament, which Act was subsequently passed by the Imperial Parliament, and received your Majesty's assent on the 31st July, 1868.

That by a despatch dated 8th August, 1868, from the Honourable the Secretary of State for the Colonies, the GovernorGeneral was informed that, in pursuance of the powers conferred by the Act for the surrender of the Hudson's Bay territories to your Majesty, he proposed to enter into negotiations with the Company as to the terms of such surrender, whereupon, under authority of an Order of the GovernorGeneral in Council of the 1st October, 1868, the Honourable Sir George Et. Cartier, Baronet, and the Honourable William McDougall, C.B., were appointed a delegation to England to arrange the terms for the acquisition by Canada of Rupert's Land, and by another Order in Council of the same date, were authorized to arrange for the admission of the NorthWest Territory into union with Canada either with or without Rupert's Land, as might be found practicable and expedient.

That the Delegates proceeded on their mission to England, and entered into negotiations with his Grace the Duke of Buckingham and Chandos, then Secretary of State for the Colonies, and afterwards with the Right Honourable Earl Granville, his successor in office, for the acquisition by Canada of the territorial and other rights claimed by the Hudson's Bay Company in Rupert's

Land, and in any other part of British North America not comprised in Rupert's Land, Canada, or British Columbia; that terms of agreement were conditionally assented to by the Delegates on behalf of the dominion, and on their return to Canada were submitted with a Report, dated 8th May, 1869, which was approved by his Excellency the GovernorGeneral in Council on the 14th day of the same month.

That we humbly deem it expedient to accept the transfer of the territorial and other rights of the Hudson's Bay Company in Rupert's Land and in any other part of British North America not comprised in Rupert's Land, Canada, or British Columbia, on the terms conditionally agreed to on behalf of the Government of Canada by the Honourable Sir George Et. Cartier, Baronet, and the Honourable William McDougall, C.B., and on behalf of the Hudson's Bay Company by Sir Stafford H. Northcote, Governor of that Company, and approved by His Excellency in Council as aforesaid, which terms are set forth in a letter from Sir Frederic Rogers, UnderSecretary of State for the Colonies, of the 9th March, 1869, communicated to The Delegates by direction of Earl Granville, and in two subsequent Memorandums dated respectively 22nd and 29th March, 1869, containing a modification of such terms, and are in the words and figures following:--

"Terms, as stated in the Letter from Sir Frederic Rogers of 9th March, 1869

[Here follow the terms as set out in the Resolutions in the first part of this schedule.]

MEMORANDUM

"Details of Agreement between the Delegates of the Government of the Dominion and the Directors of the Hudson's Bay Company

[Here follows the memorandum as set out in the Resolutions in the first part of this schedule.]

"Memorandum of a further Agreement between Sir Geo. Et. Cartier and Sir Stafford Northcote

[Here follows the memorandum as set out in the Resolutions in the first part of this schedule.]

That we learn with satisfaction by letter from the UnderSecretary of State for the Colonies of the 9th March last, that, in fulfilment of the expectations held out in Mr. Cardwell's despatch of the 17th of June, 1865, your Majesty's Government will be prepared to propose to Parliament that the Imperial guarantee be given to a loan of 300,000l., the amount which is proposed to be paid over by Canada on the transfer of the Company's rights.

That upon the transference of the territories in question to the Canadian Government it will be our duty to make adequate provision for the protection of the Indian tribes whose interests and wellbeing are involved in the transfer, and we authorize and empower the Governor in Council to arrange any details that may be necessary to carry out the terms and conditions of the above agreement.

We therefore most humbly pray that your Majesty will be graciously pleased, by and with the advice of your Most Honourable Privy Council, under the 146th clause of "The British North

America Act, 1867", and the provisions of the Imperial Act 31 and 32 Vict., cap. 105, to unite Rupert's Land on the terms and conditions expressed in the foregoing resolutions, and also to unite the NorthWestern Territory with the Dominion of Canada as prayed for by and on the terms and conditions contained in our joint Address adopted during the first session of the first Parliament of this dominion, and hereinbefore referred to.

The Senate, Monday, May 31, 1869.

(Signed) JOSEPH CAUCHION, Speaker.

House of Commons, Ottawa, May 29, 1869.

(Signed) JAMES COCKBURN, Speaker.

SCHEDULE (C)

The Governor and Company of Adventurers of England trading into Hudson's Bay to HER MAJESTY QUEEN VICTORIA

DEED OF SURRENDER

To all whom these presents shall come unto, or concern, the Governor and Company of Adventurers of England, trading into Hudson's Bay, .send greeting.

Whereas the said Governor and Company were established and incorporated by their said name of "The Governor and Company of Adventurers of England trading into Hudson's Bay," by Letters Patent granted by His late Majesty King Charles the Second in the twentysecond year of his reign, whereby His said Majesty granted unto the said company and their successors the sole trade and commerce of all those seas, straits, bays, rivers, lakes, creeks, and sounds in whatsoever latitude they should be, that lay within the entrance of the straits commonly called Hudson's Straits, together with all the lands and territories upon the countries, coasts, and confines of the seas, bays, lakes, rivers, creeks, and sounds aforesaid, that were not already actually possessed by, or granted to, any of His Majesty 's subjects, or possessed by the subjects of any other Christian Prince or State, and that the said land should be from thenceforth reckoned and reputed as one of His Majesty's Plantations or Colonies in America called Rupert's Land, and whereby His said Majesty made and constituted the said Governor and Company and their successors the absolute Lords and proprietors of the same territory, limits, and places aforesaid, and of all other the premises saving the faith, allegiance, and sovereign dominion due to His said Majesty, his heirs and successors for the same, and granted to the said Governor and Company and their successors, such rights of Government and other rights, privileges, and liberties, franchises, powers, and authorities in Rupert's Land as therein expressed. And whereas ever since the date of the said Letters Patent, the said Governor and Company have exercised and enjoyed the sole right thereby granted of such trade and commerce as therein mentioned, and have exercised and enjoyed other rights, privileges, liberties, franchises, powers, and authorities thereby granted, and the said Governor and Company may have exercised or assumed rights of Government in other parts of British North America not forming part of Rupert's Land, or of

Canada, or of British Columbia. And whereas, by the British North America Act, 1867, it is (amongst other things) enacted that it shall be lawful for Her present Majesty Queen Victoria, by and with the advice and consent of Her Majesty's most Honourable Privy Council, on Address from the Houses of Parliament of Canada, to admit Rupert's Land and the NorthWestern Territory or either of them into the Union of the Dominion of Canada on such terms and conditions as are in the Address expressed, and as Her Majesty thinks fit to approve, subject to the provisions of the said Act. And whereas, by the Rupert's Land Act, 1868, it is enacted (amongst other things) that for the purposes of that Act the term "Rupert's Land" shall include the whole of the lands and territories held or claimed to be held by the said Governor and Company, and that it shall be competent for the said Governor and Company to surrender to Her Majesty, and for Her Majesty, by any instrument under Her SignManual and Signet to accept a surrender of all or any of the lands, territories, rights, privileges, liberties, franchises, powers, and authorities whatsoever, granted or purported to be granted by the said Letters Patent to the said Governor and Company within Rupert's Land, upon such terms and conditions as shall be agreed upon by and between Her Majesty and the said Governor and Company; provided, however, that such surrender shall not be accepted by Her Majesty until the terms and conditions upon which Rupert's Land shall be admitted into the said Dominion of Canada shall have been approved of by Her Majesty, and embodied in an Address to Her Majesty from the Houses of the Parliament of Canada in pursuance of the 146th Section of the British North America Act, 1867, and that upon the acceptance by Her Majesty of such surrender, all rights of Government and proprietary rights, and all other privileges, liberties, franchises, powers, and authorities whatsoever, granted or purported to be granted by the said Letters Patent to the said Governor and Company within Rupert's Land, and which shall have been so surrendered, shall be absolutely extinguished, provided that nothing in the said Act contained shall prevent the said Governor and Company from continuing to carry on in Rupert's Land or elsewhere trade and commerce. And whereas Her said Majesty Queen Victoria and the said Governor and Company have agreed to terms and conditions upon which the said Governor and Company shall surrender to Her said Majesty, pursuant to the provisions in that behalf in the Rupert's Land Act, 1868 contained, all the rights of Government and other rights, privileges, liberties, franchises, powers, and authorities, and all the lands and territories (except and subject as in the said terms and conditions expressed or mentioned) granted or purported to be granted by the said Letters Patent, and also all similar rights which have been exercised or assumed by the said Governor and Company in any parts of British North America not forming part of Rupert's Land, or of Canada, or of British Columbia, in order and to the intent that, after such surrender has been effected and accepted under the provisions of the lastmentioned Act, the said Rupert's Land may be admitted into the Union of the Dominion of Canada, pursuant to the hereinbefore mentioned Acts or one of them. And whereas the said terms and conditions on which it has been agreed that the said surrender is to be made by the said Governor and Company (who ate in the following Articles designated as the Company) to Her said Majesty are as follows (that is to say):--

1. The Canadian Government shall pay to the Company the sum of 300,000l. sterling when Rupert's Land is transferred to the Dominion of Canada.
2. The Company to retain all the posts or stations now actually possessed and occupied by them or their officers or agents (whether in Rupert's Land or any other part of British North America), and may within twelve months after the acceptance of the said surrender select a block of land

adjoining each of their posts or stations within any part of British North America not comprised in Canada and British Columbia in conformity, except as regards the Red River Territory, with a list made out by the Company and communicated to the Canadian Ministers, being the list in the annexed Schedule. The actual survey is to be proceeded with, with all convenient speed.

3. The size of each block is not to exceed in the Red River Territory an amount to be agreed upon between the Company and the Governor of Canada in Council.

4. So far as the configuration of the country admits, the blocks shall front the river or road by which means of access are provided, and shall be approximately in the shape of parallelograms, and of which the frontage shall not be more than half the depth.

5. The Company may, at any time within fifty years after such acceptance of the said surrender, claim in any township or district within the fertile belt in which land is set out for settlements, grants of land not exceeding onetwentieth part of the land so set out; the blocks so granted to be determined by lot, and the Company to pay a rateable share of the survey expenses, not exceeding 8 cents Canadian per acre. The Company may defer the exercise of their right of claiming their proportion of each township or district for not more than ten years after it is set out, but their claim must be limited to an allotment from the lands remaining unsold at the time they declare their intention to make it.

6. For the purpose of the last Article the fertile belt is to be bounded as follows:--On the south by the United States' boundary; on the west by the Rocky Mountains; on the north by the Northern Branch of the Saskatchewan River; on the east by Lake Winnipeg, the Lake of the Woods, and the waters connecting them.

7. If any township shall be formed abutting on the north bank of the northern branch of the Saskatchewan River, the Company may take their onetwentieth of any such township, which, for the purpose of this article, shall not extend more than five miles inland from the river, giving to the Canadian Dominion an equal quantity of the portion of land coming to them of townships established on the southern bank of the said river.

8. In laying out any public roads, canals, or other public works, through any block of land reserved to the Company, the Canadian Government may take without compensation such land as is necessary for the purpose, not exceeding onetwentyfifth of the total acreage of the block; but if the Canadian Government require any land which is actually under cultivation, or which has been built upon, or which is necessary for giving the Company's servants access to any river or lake, or as a frontage to any river or lake, the said Government shall pay to the Company the fair value of the same, and shall make compensation for any injury done to the Company or their servants.

9. It is understood that the whole of the land to be appropriated within the meaning of the last preceding clause, shall be appropriated for public purposes.

10. All titles to land up to the eighth day of March, one thousand eight hundred and sixty-nine, conferred by the Company, are to be confirmed.

11. The Company is to be at liberty to carry on its trade without hindrance in its corporate capacity, and no exceptional tax is to be placed on the Company's land, trade, or servants, nor any import duty on goods introduced by the said Company previously to such acceptance of the said surrender.

12. Canada is to take over the materials of the electric telegraph at cost price; such price including transport, but not including interest for money, and subject to a deduction of ascertained deterioration.

13. The Company's claim to land under an agreement of Messrs. Vankoughnet and Hopkins is to be withdrawn.

14. Any claims of Indians to compensation for lands required for purposes of settlement shall be disposed of by the Canadian Government in communication with the Imperial Government; and the Company shall be relieved of all responsibility in respect of them.

And whereas the surrender hereinafter contained is intended to be made in pursuance of the agreement, and upon the terms and conditions hereinbefore stated.

Now know ye, and these presents witness, that, in pursuance of the powers and provisions of the Rupert' s Land Act, 1868, and on the terms and conditions aforesaid, and also on condition of this surrender being accepted pursuant to the provisions of that Act, the said Governor and Company do hereby surrender to the Queen's Most Gracious Majesty, all the rights of Government, and other rights, privileges, liberties, franchises, powers, and authorities, granted or purported to be granted to the said Governor and Company by the said recited Letters Patent of His late Majesty King Charles the Second; and also all similar rights which may have been exercised or assumed by the said Governor and Company in any parts of British North America, not forming part of Rupert's Land or of Canada, or of British Columbia, and all the lands and territories within Rupert's Land (except and subject as in the said terms and conditions mentioned) granted or purported to be granted to the said Governor and Company by the said Letters Patent. In witness whereof, the Governor and Company of Adventurers of England trading into Hudson's Bay, have hereunto caused their Common Seal to be affixed, the nineteenth day of November, one thousand eight hundred and sixty-nine.

THE SCHEDULE ABOVE REFERRED TO

Northern Department, RUPERT'S LAND

District Post Acres of Land

English River .. Isle à la Crosse .. 50

Rapid River 5

Portage La Loche .. 20 say 10 acres each

Green Lake 100 end of portage.
Cold Lake 10
Deers' Lake 5
_ 190 acres in
English River.
District Post Acres of Land
Saskatchewan .. Edmonton House 3,000
Rocky Mountain House . . . 500
Fort Victoria 3,000
St. Paul 3,000
Fort Pitt 3,000
Battle River 3,000
Carlton House 3,000
Fort Albert 3,000
Whitefish Lake 500
Lac La Biche 1,000
Fon Assiniboine 50
Lesser Slave Lake 500
Lac St. Anne 500
Lac La Nun 500
St. Albert 1,0 00
Pigeon Lake 100
Old White Mud Fort 50

25,700 acres in

Saskatchewan District.

Cumberland Cumberland House 100

Fort La Come 3,000

Pelican Lake 50

Moose Woods 1,000

The Pas 25

Moose Lake 50

Grande Rapid Portage 100 50 acres at each end
of portage.

__ 4,325 acres in Cumberland District.

Swan River Fort Pelly 3,000

Fort Ellice 3,000

Qu'Appelle Lakes 2,500

Touchwood Hills 500

Shoal River 50

Manitobah 50

Fairford 100

_ 9,200 acres in Swan

River District.

District Post Acres of Land

Red River Upper Fort Garry, and \ Such number of acres as

Town of Winnipeg . . . may be agreed upon

Lower Fort Garry between the Company

(including the farm and the Governor of Canada in Council.

the Company now

have under cultivation)

White Horse Plain .

Manitobah Lake Oake Point 50

Portage La Prairie 1,000

1,050

Lake La Pluie Fort Alexander 500

Fort Frances 500

Eagle's Nest 20

Big Island 20

Lac du Bonnet 20

Rat Portage 50

Shoal Lake 20

Lake of the Woods .. 50

Whitefish Lake 20

English River 20

Hungry Hall 20

Trout Lake 20

Clear Water Lake ... 20

Sandy Point 20

1 300 acres in Lac La Pluie District.

York York Factory 100

Churchill 10

Severn 10

Trout Lake 10

Oxford 100

Jackson's Bay 10

God's Lake 10

Island Lake 10

260

District Post Acres of Land

Norway House .. Norway House 100

Berens' River ... 25

Grand Rapid 10

Nelson's River .. 10

145

Total in Northern Department 42,170 acres.

Southern Department, RUPERT'S LAND

District Post Acres of Land

Albany Albany Factory 100

Martin's Falls 10

Osnaburg 25

Lac Seul 500

635

East Main Little Whale River .. 50

Great Whale River .. 50

Fort George 25

125

Moose Moose Factory 100

Hannah Bay 10

Abitibi 10

New Brunswick 25

145

Rupert's River .. Rupert's House 50

Mistassing 10

Temiskamay 10

Woswonaby 10

Mechiskun 10

Pike Lake 10

Nitchequon 10

Kamapiscan 10

120

Kinogumissee Matawagamique 50

Kuckatoosh 10

Total in Southern Department

1085 acres

Montreal Department, RUPERT'S LAND

District Post Acres of Land

Superior Long Lake 10

Temiscamisque .. Kakababeagino 2

_ O

Labrador Fort Nascopie 75

Outposts, ditto 25

Fort Chimo (Ungava) 100

South River, outposts .. 30

George's River 50

Whale River 50

Noah's River 25

False River 25

380

Total in Montreal Department

400 acres.

Northern Department, NORTHWEST TERRITORY

District Post Acres of Land

Athabasca Fort Chippewyan 10

Fort Vermillion 500

Fort Dunvegan 50

Fort St. John's 20

Forks of Athabasca

River 10

Battle River 5

Fond du Lac 5

Salt River 5

605 acres in Athabasca District.

District Post Acres of Land

McKenzie's River .. Fort Simpson 100

Fort Liard 300

Fort Nelson 200

The Rapids 100

Hay River 20

Fort Resolution 20

Fort Rae 10

Fond du Lac 10

Fort Nomman 10

Fort Good Hope 10

Peel's River 10

Lapierre's House .. 10

Fort Halkett 100

_ 900 acres in

McKenzie's

River District.

Total in NorthWest Territory

1.505 acres.

RECAPITULATION

Acres

Northern Department, Rupert's Land	42,170
Southern Department, Rupert's Land	1,085
Montreal Department, Rupert's Land	400
Northern Department, NorthWest Territory	1,505
	45,160