

15-1F

St. Paul, Minn., February 1, 1926.

Mr. H. A. Noble:

Referring to your letter January 30, about the wild flower books issued by the Field Museum:

As I read this correspondence, they are leading in for a large subscription. They want us to give one of their professors a vacation in preparing a pamphlet at our expense and at our request, and then ask for some endowment funds. The Field Estate is well able to take care of this institution and I do not think we should follow the matter up on the basis they have put it up to you.

Further, their plan for putting up some animals with a Glacier Park background, - also at our expense: I do not think the Museum has a sufficient attendance of future prospective tourists.

I am sorry they can not go ahead with this work on their own financing, as, no doubt, the booklet would be of value and of interest.

Louis W. Hill.

Copy to Mr. W. R. Mills,

St. Paul, Minn., February 1, 1926.

Mr. A. H. Hogeland:

I have signed and return herewith form of agreement, in duplicate, dated February 1, 1926, covering hotel site at Waterton Lakes.

As I am leaving town for a considerable period, I would suggest - when agreement is in final definite form and when it is agreeable to the Canadian authorities - we should notify our various departments of the fact that we have the site and intend to build a hotel.

Our Passenger people should be considering it, as regards information to Eastern passenger agents - our own and others.

The Architect, of course, will have a lot of work to do in getting plans ready for this Spring's construction season. Mr. Noble and Mr. Mills should be advised, etc.

Louis W. Hill.

Copy to Mr. Ralph Budd,
Mr. W. P. Kenney,
Mr. C. O. Jenks,
Mr. H. A. Noble,
Mr. W. R. Mills.

TB

THIS INDENTURE made in duplicate, the First day of February, in the year of Our Lord One Thousand Nine Hundred and Twenty-six, BETWEEN His Majesty, King George the Fifth, represented herein by the Honourable the Minister of the Interior of Canada, and hereinafter called the lessor, of the first part and

The Canadian Rockies Hotel Company, Limited, of the City of St. Paul, in the State of Minnesota, one of the United States of America.

hereinafter called the lessee, of the second part.

WHEREAS the lands hereby demised and leased or intended so to be, and hereinafter mentioned and described, form part of and are comprised within the tract of land reserved and set apart as a public park and pleasure ground known as the Waterton Lakes Park in the Province of Alberta and Dominion of Canada, by and for the purposes mentioned in Section eighteen of the Dominion Forest Reserves and Parks Act.

AND WHEREAS the stipulations, terms and conditions hereinafter set forth and contained cover and are the regulations which have been made and approved by His Excellency the Governor General in Council under and in accordance with the provisions of the said Act, for and with regard to such parcels of land in the said Park which it has been deemed advisable in the public interest, to lease for the construction of buildings for ordinary habitation, for the purpose of trade and industry or for the accommodation of persons resorting to the said Park.

AND WHEREAS, the lessee made application to the Minister for a lease of the lands hereinafter mentioned and described for the term hereinafter provided, and such application has been granted upon and subject to the payment of the rent hereinafter stipulated and covenanted to be paid, and the performance and observance of the covenants, stipulations and conditions hereinafter respectively made and contained.

NE: THIS INDENTURE WITNESSETH that his Majesty, for and in consideration of the rent, stipulations, terms and conditions herein-

after expressed and contained, on the part of the lessee to be respectively paid, observed, performed, fulfilled and abided by, hath demised and leased, and by these presents doth demise and lease unto the lessee

ALL AND SINGULAR that certain parcel or tract of land, lying and being in the said Park and being composed of

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in Waterton Lakes Park, in the Province of Alberta, and being composed of that portion containing ten (10) acres, more or less, of the Northeast quarter of Section 23, Township 1, Range 30, West of the 4th Meridian, which may be more particularly described, as follows:

Commencing at a point distant five hundred and fifty-five (555) feet measured easterly along the northerly limit of said Section 23 from the surveyed monument marking the northwest corner of the northeast quarter of said Section 23 and twenty-five (25) feet southerly and at right angles to the said northerly limit of said Section 23; thence south seventeen degrees west, a distance of four hundred and three and three-tenths (403.3) feet to a point; thence south seventy-three degrees east, a distance of one thousand and eighty (1080) feet to a point; thence north seventeen degrees east, a distance of four hundred and three and three-tenths (403.3) feet to a point; thence north seventy-three degrees west, a distance of one thousand and eighty (1080) feet to the point of commencement, as shown, outlined in red, on the plan hereto attached.

TO HAVE AND TO HOLD unto the lessee for and during and unto the full end and term of forty-two years to be computed from the date of these presents and thenceforth next ensuing and fully to be complete and ended, yielding and paying therefor yearly and every year, during the said term up to the first day of January one thousand nine hundred and forty the rent or sum of One Hundred (\$100.00) dollars of lawful money of Canada, and for the next ten years and for every subsequent ten years or less period remaining of the said term such

yearly rent for each of the said periods as may be fixed by the lessor or if not agreed to by the lessee as may be determined by a Judge of the Exchequer Court to be of the full annual value of the tenement at the time of such determination, the rent for each of the said periods to be determined at the beginning of each of the said periods, such rent to be free and clear of and from any deduction, defalcation or abatement for or in respect of any taxes, rates levies or assessments, municipal, parliamentary or otherwise, and of and from all impositions, of every nature and kind whatsoever, such yearly rent to be paid to the Minister at his Department in the City of Ottawa, in the Province of Ontario, or to such person and at such place as the Minister or his Deputy may authorize in writing to receive the same, in two semi-annual payments of Fifty (\$50.00) Dollars each, on the first day of February and August in each year of the said term, the first of such semi-annual payments to be made on or before the date of the execution of these presents.

PROVIDED ALWAYS and it is hereby understood and agreed by and between the said parties hereto, and it is the true intent and meaning of these presents, that the said demise or lease of the said lands hereby made for the said term of forty-two years is subject to the several stipulations, terms and conditions hereinafter expressed and contained, that is to say:

FIRST: That the lessee shall and will well and truly pay or cause to be paid the said yearly rent in the manner and on the days and times hereinbefore appointed for the payment thereof, without any deduction, defalcation or abatement for or in respect of any taxes, rates, levies or assessments, municipal, parliamentary or otherwise and free and clear of and from all impositions of every nature and kind whatsoever.

Second: That the lessee shall not and will not exercise or carry on or permit to be exercised or carried on, nor upon the said premises or in any building or buildings, now or hereafter to be erected thereon, the trade, business or calling of a druggist, confectioner, tobacconist, hotelkeeper or saloon-keeper, or use or permit

the same to be used for the purpose of a slaughter-house, butcher-shop or fish-stall, without having previously obtained in writing the license so to do of the Minister; and further that the lessee shall not and will not exercise, carry on or commit, or permit to be exercised, carried on or committed any noisy, noxious, or offensive entertainment, trade, business or manufacture in or upon the said premises, or in any of the said buildings, and shall not and will not use the same or suffer the same to be used for any illegal or immoral purpose, or do or suffer to be done thereon or therein any act or thing whatsoever which may be annoyance or disturbance to the other inhabitants or citizens of the said Park.

THIRD: That the lessee will not, during the said term, without having previously obtained the consent in writing so to do of the Minister, transfer or assign the hereby demised premises or any part thereof for the whole or any part of the said term, or otherwise by any act or deed procure the said premises or any part thereof to be transferred or assigned, for the whole or any part of the said term.

FOURTH: That the lessee will pay and discharge all rates, taxes, duties and assessments whatsoever now charged or hereafter to be charged upon the said demised premises or upon the said lessee or occupier in respect thereof or payable by either in respect thereof.

FIFTH: That his lease and any renewal thereof, shall be subject to all Regulations for the control and management of Dominion Parks now in force, or which may hereafter be made from time to time in that behalf, by the Governor in Council.

SIXTH: And that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable, (whether formally demanded or not), or if any covenant, proviso, stipulation or condition on the part of the lessee herein contained shall not be performed or observed, then and in any of the said cases it shall be lawful for the Minister by notice in writing under his hand to cancel these presents and terminate the estate or term hereby demised, and thereupon these presents and everything therein contained and the estate or term shall, from the time of the giving of such notice, absolutely cease,

determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided that His Majesty shall nevertheless be entitled to recover from the lessee the rent then accrued or accruing, and moreover that any right of action of HIS MAJESTY against the lessee in respect of any antecedent breach of any of the said covenants, provisos, stipulations or conditions, shall not thereby be prejudiced.

SEVENTH: And that any notice affecting the tenancy hereunder which the lessor 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.

EIGHTH: That no waiver on behalf of His Majesty, His successors or assigns, of any such breach shall take place or be binding unless the same be expressed in writing over the signature of the Minister, or the signature of his Deputy, and any waiver so expressed shall extend only to the particular breach to which such waiver shall specially relate, and shall not be deemed to be a general waiver, or to limit or affect the rights of His Majesty, His successors or assigns, with respect to any or other future breach.

NINTH: That if at any time during the continuance of the term hereby granted the lessee be permitted in the manner hereinbefore provided to transfer, assign or sublet, for the remainder of the said term or any part thereof, the lands or any part thereof with the rights and privileges hereby granted, all the provisos, terms, exceptions, restrictions and conditions herein contained shall extend to and be binding upon the transferee, assignee, or sub-lessee, or his executors, administrators or assigns, respectively, and shall have the same effect as against the lessee as if such breach were made by the lessee during their continuance as lessee.

TENTH: That the word "lessee" in these presents includes the lessee or lessees, as the case may be, and his or their executors,

administrators and assigns, and in the case of an incorporated company, its successors and assigns.

ELEVENTH: That no implied covenant or liability of any kind on the part of the lessor is created by the use of the words "demise and lease" herein, or by the use of any other word or words herein.

TWELFTH: That any notice, demand, or other communication which His Majesty or the Minister may require or desire to give or serve upon the lessee, may be validly given or served by his Deputy, or by the Secretary or the Assistant Secretary of the Department of the Interior, or by the Superintendent of the said Park.

THIRTEENTH: That the lessee will pay and discharge all school taxes imposed by or on behalf of the Government of the Province of Alberta now charged or hereafter to be charged upon the said demised premises or upon the said lessee or occupier in respect thereof or payable by either in respect thereof.

AND it is hereby agreed by and between the parties to these presents that if at the expiration of the said term of forty-two years the lessee shall be desirous of taking a renewal lease of the said demised premises, and shall of such desire prior to such expiration give to the Minister six months' notice in writing, and shall have paid the rent hereby reserved, and observed, performed fulfilled and abided by the stipulations, terms and conditions herein expressed and contained and on their part, to be observed, performed, fulfilled and abided by, then His Majesty, His successors, or assigns shall and will grant unto the lessee the said demised premises for a second term of forty-two years, by a lease containing the like stipulations, terms and conditions as are in these presents expressed and contained, except as to the rent to be paid by the lessee during such second term, and that the amount of such rent, in case His Majesty, His successors or assigns, and the lessee shall fail to agree thereupon, shall be fixed and determined by the award and arbitrament of three arbitrators, one of whom shall be named by the Minister, another by the lessee, and the third by the two so named, and said arbitrators in fixing the amount of such rent shall calculate the same altogether as ground

rent of a parcel of land situated as the said premises shall then be situated, and the value of any buildings, tenements, houses or erections placed thereon by the lessee shall not be taken into account in fixing such rent; and the rent so to be fixed and determined shall be payable half-yearly as is hereinbefore provided with respect to the rent reserved under the presents, and shall commence immediately upon the termination of the term hereby granted.

AND it is further agreed that if at the expiration of such second term the lessee shall be desirous of again renewing such lease, and shall give to the Minister the like notice as is hereinbefore provided with respect to the first renewal thereof, and shall have paid the rent, and observed, performed fulfilled and abided by the stipulations, terms and conditions in the first renewal lease expressed and contained, then His Majesty, His successors or assigns shall and will grant a further renewal lease to the lessee for a further term of forty-two years, subject to the like stipulations, terms and conditions, as are hereinbefore provided with respect to such first renewal lease the amount of rent to be payable under such second renewal lease to be fixed and determined in the manner above provided and set forth; and so on at the end of every renewal term; it being the true intent and meaning of these presents that at the end of the hereby granted term of forty-two years and also at the end of every renewal term of forty-two years, so to be granted as aforesaid, and upon the observance and fulfilment of, and compliance with the like requirements as are hereinbefore provided with respect to such first and second renewals, there shall be granted a further renewal term or lease of the said demised premises, containing the like stipulations, terms and conditions, and at a rent fixed and determined, as are hereinbefore respectively provided, and so on forever.

IN WITNESS WHEREOF, the said the Deputy Minister of the Interior and the lessee have executed these presents.
Signed, Sealed and Delivered,
by the said the Deputy Minister of the Interior. (Seal) R.A. Gibson
In the Presence of: The Canadian Rockies Hotel Co.,
P. Moussette Limited,
And by the lessee By W.P. Kenney
In the presence of C.H. Tremblay. Vice President. Lessee

St. Paul, Minn., February 1, 1926

Mr. Louis W. Hill:-

Herewith letter of the 27th instant from Mr. J. B. Harkin, Commissioner, Canadian National Parks, and form of agreement in duplicate covering ten acre tract on which to erect the proposed Waterton Lakes Park Hotel. I also attach copy of my letter to Mr. Harkin of the 22nd instant.

These are sent you for execution.

A. H. Hogeland

AGREEMENT made this First day of February, A.D. 1926,
Between His Majesty King George the Fifth, represented herein by
the Minister of the Interior of Canada, hereinafter referred to
as the Lessor, of the First Part; and
Louis W. Hill of the City of St. Paul, in the State of Minnesota, one
of the United States of America, President of the Glacier Park
Hotel Company, hereinafter called the Lessee, of the Second Part.

WITNESSETH, that the lands hereinafter mentioned being public
lands within the Waterton Lakes Park of Canada, and the lessee
having applied for a lease thereof, the lessor and the lessee
covenant, promise and agree to and with each other in manner follow-
ing, that is to say:

1. Where the context allows the word "lessee" "lessees" in-
cludes the lessee or the lessees, as the case may be, and his or
their executors, administrators and assigns, and in the case of a
corporation, its successors and assigns.

2. Subject to the provisions hereinafter contained, the
lessor agrees to demise and lease and the lessee agrees to take
the said lands, that is to say:

ALL AND SINGULAR that certain parcel or tract of land and
premises situate lying and being in Waterton Lakes Park, in the
Province of Alberta, and being composed of that portion containing
ten(10) acres, more or less, of the northeast quarter of Section 23,
Township 1, Range 30, West of the 4th Meridian, which may be more
particularly described as follows: Commencing at a point six hundred
and sixty (660) feet measured easterly along the northerly limit
of said section 23 from the quarter post at the North West corner
of said Section 23 and one hundred and twenty (120) feet southerly
and at right angles to the said northerly limit of said Section 23;
thence south ten degrees west, a distance of four hundred and thirty
five and six tenths (435.6) feet to a point thence south eighty
degrees east, a distance of one thousand (1000) feet to a point;
thence north ten degrees east, a distance of four hundred and thirty

five and six tenths (435.6) feet to a point; thence north eighty degrees west, a distance of one thousand (1000) feet to the point of commencement, as shown outlined in red on the plan hereto attached.

3. The form and terms of the lease shall be those prescribed by the regulations of the Governor General in Council in that behalf, in case of lands to be leased for such purposes as aforesaid, and shall be for a term of 42 years, renewable as so prescribed, the said term of 42 years to be computed from February 1st, 1926.

The yearly rental during the said term up to the first day of January, 1930, shall be One Hundred (\$100.00) Dollars payable half-annually, and for the next ten years and for every subsequent ten years or less period, remaining of the said term such yearly rent for each of the said periods as may be fixed by the Lessor, or, if not agreed to by the Lessee, as may be determined by a Judge of the Exchequer Court, to be determined at the beginning of each of the said periods.

4. Meantime, the lessor lets and the lessee is to take the said lands for one year, to be computed from the first day of February, A.D. 1926, the lessee paying one year's rent in advance in half-yearly payments, the first of such payments to be made before he is let into possession, the second on or before the first day of August, A.D. 1926, and the lessor is to have the like remedies in respect of the said rent as he has for rent reserved in a lease in the form and terms aforesaid.

5. The lessee shall and will on or before the expiration of the said year erect and complete upon the said land, to the satisfaction of the Superintendent of the said Park, a building suitable for business or residential purposes, at a cost of not less than One Hundred Thousand (\$100,000.00) Dollars, according to plans and specifications previously approved by the said Superintendent.

6. This Agreement and the rights hereunder are not transferable.

7. If the lessee shall have duly paid the rent for the said year as above stipulated, and shall have duly fulfilled his undertaking under the second preceding clause, such payment and fulfilment to be established by the certificate of the said Superintendent, the lessor will grant unto him a lease in the form and terms above mentioned; but if the said lessee shall fail in such payment or in such fulfilment, or if such payment or fulfilment be not certified as aforesaid, then this Agreement and everything therein contained shall become and be null and void. Provided, that in such case the remedies of the lessor for the recovery of the said rent shall not be prejudiced or affected.

IN WITNESS WHEREOF, The ^{Acting} Deputy Minister of the Interior and the said lessee have duly executed this Agreement, in Duplicate.

Signed, sealed and Delivered
in Presence of

(Seal)

R. Lafleur

R.A. Gibson
Acting Deputy of the Minister of the
Interior.

Signature. Louis W. Hill

Witness H. I. V. Kask

St. Paul, Minn., February 3, 1926.

Mr. Ralph Budd,
Mr. C. O. Jenks,
Mr. H. A. Noble,
Mr. W. H. Mills,
Mr. A. H. Hageland,

On account of Mr. Kenney's illness and the fact that he should not be back in the office until after the Glacier Park season opens, we should arrange to carry on the work without in any way disturbing him or putting it up to him.

I would suggest that Mr. Noble and Mr. McFadden work with Mr. Jenks on all hotel and camp matters, revising and adding to the buildings, improving them; also the question of boat; planting of flowers, etc., around the buildings, and all such matters; as well as arrangements for the organization for managing of the hotels and camps. I think we have had good hotel managers, but I think we could have had better camp managers. We should have people with more experience and not so many that are past middle age.

Louis W. Hill.

Copy to Mr. G. H. Trembly,



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