

Bill No. 7 of 1945 (2nd Session)

A BILL RESPECTING AGREEMENTS FOR THE
CLEARING AND BREAKING OF PROVINCIAL
LANDS AND VALIDATING THE AGREEMENT
MADE UNDER THE AUTHORITY OF ORDER IN
COUNCIL NUMBER 1209-45.

NOTE.

This Bill validates an agreement dated July 17, 1945, between the Government and Harold H. Hartman and Dwight D. Hartman whereby the Hartmans agree to clear and break 100,000 acres of land to be designated by the Government. The remuneration of the Hartmans is to be 30% of the crops grown on the land during the seven years following the clearing and breaking. The Government may place settlers on the land but if this is not done the Hartmans must farm it themselves to recover their remuneration. If there is a settler on the land the Government receives 33 1/3% of the crop, pays the Hartmans 30% and retains 3 1/3%. If the Hartmans farm it they pay the Government 3 1/3% and retain the rest. The Government agrees that if at the end of the seven years the approved expenditures of the Hartmans for clearing and breaking amount to more than the Hartmans have received under the Agreement, the Government will pay the difference but the Government will not make any payment which would give the Hartmans more than a total of \$14.00 per acre.

Provision is also made (section 5) for exemption from assessment and taxation of the persons occupying the lands while being cleared and broken or farmed under the agreement and for the distribution between a school district or division and the municipality of eighty per cent of the amounts received by the Government (Section 6).

The performance of the agreement is under the supervision of a board of trustees consisting of the Minister of Lands and Mines, the Minister of Agriculture and one member appointed by the Hartmans.

The Bill also provides that the Minister of Lands and Mines may with the approval of the Lieutenant Governor in Council enter into similar agreements with other persons.

W. S. GRAY,
Legislative Counsel.

(This note does not form any part of the Bill but is offered in explanation of its provisions.)

BILL

No. 7 of 1945 (2nd Session)

An Act respecting agreements for the clearing and breaking of Provincial lands and validating the agreement made under the authority of Order in Council number 1209-45.

(Assented to , 1945.)

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Alberta, enacts as follows:

1. Order in Council number 1209-45, dated the 18th day of July, 1945, and the agreement referred to therein, which Order in Council and agreement are set out as the schedule to this Act, are hereby ratified, validated and confirmed and shall have the same force and effect as if the same had been enacted by this Act.

2. With the approval of the Lieutenant Governor in Council, the Minister of Lands and Mines may enter into agreements from time to time with any person or persons as the Minister may deem expedient for the clearing and breaking of land vested in the Crown in the right of the Province.

3. Any agreement made by the Minister pursuant to section 2 shall provide for the remuneration for clearing and breaking to be recovered out of the crops subsequently grown on the land cleared and broken, and may include any of the provisions which are contained in the agreement in the schedule to this Act.

4. In the event of it becoming necessary to pay any sum or sums of money under the provisions of the agreement in the schedule to this Act, or of any agreement made pursuant to section 2, the same may be paid with the approval of the Lieutenant Governor in Council by the Provincial Treasurer from the Post War Reconstruction Fund, or the Lieutenant Governor in Council may, if it is deemed expedient so to do, authorize the Provincial Treasurer to make the payments required from the General Revenue Fund of the Province, and payment may be made without any further or other appropriation than is hereby provided.

5. The interest of any person in any land arising from the right to occupy the land for the purpose of clearing and breaking or farming the same under the terms of the agreement in the schedule to this Act, or an agreement made

pursuant to section 2, shall be exempt from assessment and taxation under *The Municipal District Act*, *The Improvement Districts Act*, *The Assessment Act*, *The School Taxation Act* and *The Social Services Tax Act*.

6.—(1) Where land which has been cleared and broken under the agreement in the schedule to this Act, or an agreement made pursuant to section 2, is being farmed pursuant to such agreement by the person who cleared and broke the same, for the purpose of recovering remuneration for the clearing and breaking thereof, the Minister of Lands and Mines is hereby authorized and empowered to pay forty per cent of the money received by him from the share of crop from the land to the municipal district or improvement district in which the land is situate, and forty per cent of the money to the school district in which the land is situate, or in case the school district is in a school division, to the school division.

(2) Where land which has been cleared and broken under the agreement in the schedule to this Act, or an agreement made pursuant to section 2, is held by any person under lease or agreement from the Crown in the right of the Province, issued pursuant to *The Provincial Lands Act*, or any regulation made thereunder, then, notwithstanding anything contained in *The Crown Cultivation Leases Act* or *The Provincial Lands Act*, the Minister of Lands and Mines shall first pay out of any money received by him from the share of crop from the land, the portion, if any, payable thereout to the person who cleared and broke the land, and from the money then remaining in his hands the Minister is hereby authorized and empowered to pay forty per cent thereof to the municipal district or improvement district in which the land is situate, and forty per cent to the school district in which the land is situate, or in case the school district is in a school division, to the school division.

7. This Act shall come into force on the day upon which it is assented to, and upon so coming into force shall be deemed to have been in force at all times since the 18th day of July, 1945.

SCHEDULE.

Approved and Ordered,
(Sgd.) J. C. BOWEN,

Lieutenant Governor.

O.C. 1209-45

Edmonton, Wednesday, July 18th, 1945.

The Executive Council has had under consideration the report of the Honourable the Acting Minister of Lands and Mines, dated July 17th, 1945, stating that:

Whereas the Government is desirous of assisting members of His Majesty's armed forces who return to civilian life in the Province to become rehabilitated as soon as possible; and

Whereas it is desirable that certain uncleared lands be cleared and broken and made ready for farming so that the same can be made available to returned service men wishing to settle on farms; and

Whereas mechanized clearing on a large scale has proven to be the most economical and expeditious manner of opening up wooded areas; and

Whereas Harold H. Hartman and Dwight D. Hartman, both of the City of Seattle in the State of Washington, have agreed with the Government to clear and break one hundred thousand (100,000) acres of land in the Province to be designated by the Government for the remuneration and on the terms and conditions set forth in the agreement dated the 17th day of July, A.D. 1945, between the said Harold H. Hartman and Dwight D. Hartman and the Government, which agreement is attached hereto; and

Whereas no statutory authority exists to enable the Government to enter into the said agreement; and

Whereas it is deemed expedient to provide by Order in Council the necessary authority to enter into the said agreement subject to the same being validated at the next session of the Legislature;

Therefore, upon the recommendation of the Honourable the Acting Minister of Lands and Mines, the Executive Council advises that the Honourable the Minister of Lands and Mines be and he is hereby authorized on behalf of the Government of the Province of Alberta to enter into the agreement with Harold H. Hartman and Dwight D. Hartman, which is attached hereto.

(Sgd.) ERNEST C. MANNING,
Chairman.

This Agreement made in duplicate this 17th day of July, A.D. 1945.

Between:

The Government of the Province of Alberta, represented herein by the Honourable N. E. Tanner, Minister of Lands and Mines (hereinafter called the "Government")

Of the First Part

— and —

Harold H. Hartman and Dwight D. Hartman, both of the City of Seattle in the State of Washington, one of the United States of America (hereinafter called the "Contractor")

Of the Second Part.

In this Agreement with reference to land, "clear" means to clear, brush and grub the land and remove all growth that

may be an impediment to proper cultivation. "Break" means to break and make the land ready for seeding in a good and husbandlike manner.

Whereas the Contractor has agreed to clear and break one hundred thousand (100,000) acres of land in the Province of Alberta, for the remuneration and on the terms and subject to the conditions hereinafter set forth.

And whereas it has been agreed that the performance by the Contractor of this Agreement shall be under the supervision of a Board of Trustees.

Now this Agreement witnesseth that in pursuance of the premises and in consideration of the payments to be received by the Contractor, the covenants of the parties herein contained and such other consideration or considerations as may hereafter appear, the parties hereto covenant and agree each with the other as follows:

1. The performance by the Contractor of the terms of this Agreement shall be under the direction and supervision of a Board of Trustees (hereinafter called the "Board") consisting of the Minister of Lands and Mines and the Minister of Agriculture, and one representative appointed by the Contractor, which Board shall have the powers and duties given to and imposed upon it by this Agreement. The Minister of Lands and Mines shall be the chairman of the Board but if he is not present at a meeting the Board may choose a chairman for that meeting from those present. Meetings of the Board shall be held in the City of Edmonton, in the Province of Alberta, except such meetings as the members may unanimously agree to hold at some other place. Any member may call a meeting upon giving three days' notice in writing to each of the others. Meetings of the Board may, with the unanimous consent of the members, be held upon shorter notice than three days or without notice. The Board shall cause minutes to be kept of all proceedings at its meetings and a copy of the minutes of each meeting shall, within a reasonable time thereafter, be furnished to each member of the Board. The decision of the majority of the Board shall be the decision of the Board on any question or matter to be decided by it. Each member shall appoint a proxy to act for him in his absence and shall notify the Board in writing of such appointment. A member shall be deemed to be absent if he is absent from the City of Edmonton, in the Province of Alberta, or is unable to attend a meeting by reason of illness. In the absence of a member, his proxy may call meetings and be served with notice of meetings, and shall have and exercise all the powers of such member. Each member shall designate an address in the City of Edmonton, in the Province of Alberta, as his address for service and shall notify the Board in writing of such address and service of a notice by mailing the same addressed to the member at such address shall constitute service upon the member and if he is absent shall constitute service upon his proxy. The address for service

of the Board shall be in care of the chairman at the office of the chairman in the City of Edmonton aforesaid. The Contractor may at any time or from time to time by notice in writing, delivered to the other members of the Board, terminate the appointment of his representative on the Board and appoint a successor who shall have the same powers and duties as the member originally appointed, and the proxy of a representative of the Contractor shall continue to be the proxy of the successor of such representative unless and until the successor appoints a new proxy and notifies the Board in writing of such appointment.

2. The Contractor shall fully and properly clear and break one hundred thousand (100,000) acres of land in the Province of Alberta, in such place or places in the said Province as may be designated by the Government and approved by the Board, and at and during such period or periods of time as may be fixed by the Board.

3.—(1) Upon the Government designating to the Board the land to be cleared and broken, the Board shall describe the lands on a map by dividing the same into blocks of not less than ten thousand (10,000) acres, designated by monuments, stakes or landmarks, and thereafter the Board shall notify the Contractor in writing of the block or blocks to be cleared and broken by him.

(2) Unless within three (3) months from the receipt of such notice, the Contractor notifies the Board in writing that any block or blocks so designated cannot, in his opinion, be economically cleared and broken, the Board shall approve the same for clearing and breaking by the Contractor; Provided that if the notice is given at any time between the first day of November and the first day of April, the three months period of time will start to run from the first day of April; Provided further that if at any time after receiving the notice and before the expiration of the three-month period the Contractor notifies the Board that any block or blocks designated can in the opinion of the Contractor be economically cleared and broken and that the Contractor agrees to the Board forthwith approving the same for clearing and breaking by the Contractor the Board may thereupon approve the same.

(3) With respect to each block approved, the Board shall fix the time by which the Contractor is to commence to clear the same and the time within which the clearing of the same is to be completed by the Contractor, and shall also fix the time by which the Contractor is to commence to break the same and the time within which the breaking of the same is to be completed by the Contractor; Provided that the time so fixed may be extended in the discretion of the Board.

(4) The Board shall, subject always to the delay which may arise by reason of the period fixed for the Contractor's approval in sub-paragraph (2) hereof approve from time to

time sufficient land for clearing and breaking by the Contractor, to allow the work of the Contractor to be carried on as a continuous operation as far as can reasonably be done.

4. The Board shall, when approving any land for clearing and breaking by the Contractor, designate the portions of such land to be left uncleared or unbroken as the case may be, for the purpose of providing windbreaks, woodlots and stands of timber, and the Contractor shall not clear the portions of the said land so designated by the Board to be left uncleared or unbroken.

5. The Contractor shall not be deemed to have fully and properly cleared and broken any land under the terms of this Agreement, unless and until the work of the Contractor in clearing and breaking the same has been approved by the Board, and the Board has certified in writing that the land has been fully and properly cleared and broken by the Contractor.

6. The remuneration of the Contractor for clearing and breaking the land under this contract shall be thirty per cent (30%) of the crops grown and harvested on the land cleared and broken during the seven (7) years immediately following the completion of the clearing and breaking of the land. The computation of the period of seven (7) years is to commence with respect to each parcel, with the first year in which the land is required to be seeded after the land has been certified by the Board to be fully and properly cleared and broken.

7. Except as hereinafter specifically provided the Government shall not be responsible for the payment of the remuneration to the Contractor, but, subject to the right of the Government to sell or lease the land, in which event the Contractor will only receive a share of the payments received by the Government as hereinafter provided, the Contractor may recover his remuneration from the farming of the land himself or by causing it to be farmed on his behalf.

8. Upon the granting of a certificate by the Board that any land has been fully and properly cleared and broken, and subject to the right of the Government to sell or lease the land, the Contractor shall, in the proper season immediately following the granting of the certificate, and in each year thereafter for the next succeeding six (6) years, sow in a good and husbandlike manner, all the broken portion thereof except the portion which the Contractor elects to summer fallow, and will duly harvest the crop, if any, grown thereon. The Contractor shall in each year, summer fallow in a good and husbandlike manner, all the broken portion of the land not sown to crop in that year.

9. The Contractor will, at his own expense, immediately after the same is threshed, deliver to the Government in the elevator or in cars at the railway shipping point nearest to the land on which the crop was grown, three and one-third

per cent ($3\frac{1}{3}\%$) of all crops grown by the Contractor on land cleared and broken by him. The Contractor shall be entitled to retain the balance of such crops and except as provided in paragraph 20 (3) the same shall not for the purposes of paragraph 20 be deemed to be moneys received by the Contractor under this Agreement.

10. At any time after the Board has granted a certificate that the land has been fully and properly cleared and broken, the Government may lease or agree to sell the land or any part thereof, and give possession to the lessee or purchaser, and during the time a lessee or purchaser is in actual physical possession of any land cleared and broken by the Contractor, the Contractor shall not be required or entitled to crop such land; Provided that if the land is in crop, the Contractor shall have the privilege of harvesting and removing the crop before possession is given to the lessee or purchaser.

11. Any lease or agreement for sale made by the Government of land cleared and broken by the Contractor shall include terms requiring the lessee or purchaser, as the case may be,—

- (a) to sow to grain in each year all the broken portion of the land except the part left to be summer fallowed, and
- (b) to summer fallow in a good and husbandlike manner in each year all the broken portion of the land not sown to grain in that year, and
- (c) to duly harvest the crop, if any, grown on the land in each year and deliver to the Government, in the elevator or in cars at the railway shipping point nearest the land, not less than thirty-three and one-third per cent ($33\frac{1}{3}\%$) of the same.

12. With respect to land cleared and broken by the Contractor and being farmed by a lessee or purchaser, the Government will, from the share of crop received by it from the crops grown during the years during which the land would have been farmed by the Contractor, had a purchaser or lessee not been in possession thereof, pay to the Contractor ninety per cent (90%) of the proceeds actually received by the Government from such share of crop. However it is distinctly understood and agreed that no obligation whatsoever is hereby imposed upon the Government to collect the said crop share and the Contractor is only entitled to payment from the proceeds of the share of crop actually received by the Government. If the Government elects to withhold from sale any share of crop which it has received it shall thereupon pay to the Contractor an amount equal to ninety per cent (90%) of the amount which would have been received by the Government had the said share of crop been sold at the market price on the day the same was delivered.

13. In the event that any purchaser or lessee of land cleared and broken by the Contractor, with respect to any year during which but for the agreement or lease the Contractor would be entitled to farm the land, fails to farm the land in a husbandlike manner or to deliver the share of the crop required to be delivered as provided in paragraph 11 hereof, the Contractor may submit the circumstances to the Board, and if, in the opinion of the Board, the default of the purchaser or lessee will result in a substantial loss to the Contractor, the Board shall make an award in the nature of compensation to the Contractor of such amount as the Board deems reasonable, and determine how and on what basis settlement shall be made. The Government agrees to comply with any such award made by the Board. Every decision and award of the Board under the provisions of this paragraph shall be final and neither party shall be entitled to refer any such decision or award to arbitration under the provisions of paragraph 27 of this Agreement.

14. The Contractor will, at his own expense, furnish all moneys, labour, machinery and equipment necessary to properly clear and break the land required to be cleared and broken by him under the terms of this Agreement.

15. In the carrying out of the terms of this Agreement, the Contractor will employ only Canadians except with respect to technical or administrative staff for which Canadian personnel cannot be obtained, and will in all cases give preference to qualified honourably discharged members of the Canadian army, navy and air forces.

16. On or before the 25th day of each month during the continuance of this Agreement, the Contractor shall submit to the Government a statement of his expenditures and of the progress of the work for the preceding calendar month. The Contractor shall at any time on the request of the Government or the Board furnish any other information requested concerning this Agreement and the work being done hereunder.

17. The Government will make accessible to the Contractor all available land surveys, maps, weather reports and other data in its possession which might be of assistance to the Contractor in the performance of this Agreement.

18.—(1) If the Contractor fails to fully and properly clear and break any block of land approved by the Board within the time fixed by the Board or if the Contractor in any other respect makes default in any of the covenants, conditions or provisos contained in this Agreement and on his part to be performed or observed and fails to remedy such default to the satisfaction of the Board within thirty (30) days after his representative on the Board has received notice in writing from the Government setting forth the default complained of, the Government may, at its option, forthwith determine this Agreement by mailing a notice in writing of its intention to determine the same addressed to the Contractor at 1410 Hoge Building, Seattle, Wash-

ington, U.S.A., or at any address in the Province of Alberta or the State of Washington which the Contractor by notice in writing delivered to the Government has designated as his address for the purposes of this paragraph, and upon the expiration of ten (10) days from the date of mailing such notice this Agreement shall be determined.

(2) In the event of such determination the only remuneration to which the Contractor shall be entitled shall be remuneration to the same extent and in the same manner as if this Agreement, exclusive of paragraph 20, were still in force, for the land which the Board has certified to be properly cleared and broken prior to the date of such determination and for this purpose the provisions of this Agreement shall be deemed to continue in full force and effect with respect to the land so certified by the Board.

(3) In the event of such determination the Contractor shall not be liable to the Government in damages for the failure of the Contractor to clear and break any land approved by the Board for clearing and breaking by the Contractor and not cleared and broken prior to such determination.

19. In the event that the Contractor shall be prevented from carrying out any of the terms of this Agreement by act of God or causes beyond his control or in the event that any limitation by Provincial or Dominion authority, shall be imposed upon the right to clear or break the land to which this Agreement may apply or sow or harvest a crop thereon, the Board shall make such adjustment in this Agreement as it shall deem just and equitable. Every decision and award of the Board under the provisions of this paragraph shall be final and neither party shall be entitled to refer any such decision or award to arbitration under the provisions of paragraph 27 of this Agreement.

20.—(1) If the Contractor has not made default in any of the covenants, conditions or provisoes herein contained and on his part to be performed or observed, and has fully and properly cleared and broken all the land designated by the Government and approved by the Board within the time fixed by the Board, and the Board do so certify in writing, then in such case if the total amount computed in lawful money of Canada and approved by the Board, of the Contractor's expenditures incurred subsequent to the execution of this Agreement in connection with the clearing and breaking of land under this Agreement, together with interest on such expenditures at the rate of five per cent (5%) per annum from the date the same were made, is greater than the total amount in lawful money of Canada received by the Contractor from all sources under this Agreement with interest on all such moneys at the rate of five per cent (5%) per annum from the time the same are received by the Contractor, the Government will pay to the Contractor in lawful money of Canada an amount equal to the difference between the total amount of approved expenditures as aforesaid and the total amount received by the Con-

tractor as aforesaid; Provided that if the Government is required to make any payment under this clause, it shall not pay to the Contractor any amount which would make the total amount received by the Contractor in lawful money of Canada from all sources under this Agreement, including any payments made by the Government by virtue of this clause, exceed an amount equal to a total of Fourteen Dollars (\$14.00) per acre for each acre cleared and broken by the Contractor.

(2) For the purposes of sub-paragraph (1) of this clause, the Contractor's expenditures may include workmen's and other necessary insurance and compensation assessments, old age and retirement pensions required by law, engineering fees, salaries (exclusive of salary or remuneration of any kind to the Contractor) and wages, depreciation on machines and equipment and any other expenditures which are recognized by the Dominion of Canada as legally deductible in computing income tax statements, and the personal expenses of the Contractor when in Canada and engaged on business covered by this Agreement not to exceed the sum of two thousand dollars (\$2,000.00) annually during the period the Contractor is engaged in clearing, breaking and farming the land.

(3) For the purposes of this Agreement, the value in lawful money of Canada of thirty per cent (30%) of the crops grown by the Contractor on the land cleared and broken by him, computed with respect to each crop on the basis of the price at the nearest shipping point at the time the crop could first be sold after harvesting or at the price at which the crop is actually sold, whichever is the larger amount, shall be deemed to be moneys received under this Agreement by the Contractor at the date the crop could first be sold or is sold as the case may be.

21. The Contractor shall keep and maintain adequate books of account and records and the Board or any accountant or auditor appointed by it shall have complete access at all times to all books and records of the Contractor pertaining to this Agreement or anything done or being done in pursuance thereof.

22. If prior to any timber cut or felled on any land cleared by the Contractor being burned or destroyed any authorized agent or employee of the Government notifies the agent or employee of the Contractor in charge of such clearing operations that the Government desires to remove the said timber or any of it, the Contractor will not burn or otherwise destroy or damage the timber which the Government desires to remove and the Government will cause the same to be removed within a reasonable time after the same has been cut in order that the Contractor may proceed with the clearing of the land.

23. If during the currency of this Agreement any part or parts of the land cleared and broken by the Contractor or designated to be cleared and broken by him is or are required for the purpose of a railway right-of-way the

same may be occupied and used for that purpose and any part of the land so occupied shall thereupon cease to be land to which this Agreement applies.

24. Nothing contained in this Agreement shall affect in any way the right of His Majesty in the right of the Province of Alberta to enter upon the lands cleared and broken by the Contractor or designated to be cleared and broken by him and locate, prospect, mine and recover minerals, natural gas, oil and petroleum and for that purpose to use and occupy the said lands or so much thereof and to such extent as may be necessary for the effectual working and extracting of the minerals, natural gas, oil and petroleum and all rights in this regard are hereby expressly reserved to His Majesty in the right of the Province of Alberta; Provided that if by reason of the foregoing the Contractor is thereby deprived of the opportunity of farming any of the land cleared and broken by him or receiving the proceeds of the share of crop delivered by a purchaser or lessee, the Contractor may submit the circumstances to the Board and if in the opinion of the Board the Contractor will suffer a substantial loss the Board shall make an award in the nature of compensation to the Contractor of such amount as the Board deems reasonable and determine how and on what basis settlement may be made. The Government agrees to comply with any such award made by the Board. Every decision and award of the Board under the provisions of this paragraph shall be final and neither party shall be entitled to refer any such decision or award to arbitration under the provisions of paragraph 27 of this Agreement.

25. The Government shall not impose any special tax or levy applying only to the Contractor with respect to this Agreement or anything done thereunder but it is distinctly understood and agreed that the Contractor is and shall at all times be subject to all taxes and levies of a general nature now or hereafter in force.

26. It is expressly agreed that in carrying out the provisions of this Agreement and in doing anything incidental thereto or in connection therewith the Contractor shall at all times be subject to and comply with all municipal by-laws and all laws, statutes and regulations, both Dominion and Provincial, now or hereafter in force in the Province of Alberta applying to anything done or to be done by the Contractor.

27. Except as to matters hereinbefore specifically excluded from arbitration by paragraphs 13, 19 and 24, the parties to this Agreement agree to refer all matters in dispute under the Agreement including but not so as to restrict the generality of the foregoing any dispute respecting the meaning and interpretation of any of its provisions and any dispute as to the factual basis on which the contract may have been determined under the provisions of paragraph 18, to the award and determination of a Board of Arbitration consisting of five members, two of whom shall be appointed by the Government, and two of whom shall be

appointed by the Contractor, and the four so appointed shall appoint a fifth. In case the four arbitrators cannot agree upon the fifth arbitrator, he shall be appointed by the Chief Justice of Alberta, provided that in any case three of the arbitrators shall be Canadian citizens and residents of Alberta. In every reference made under the provisions of this paragraph, each party shall pay his own costs and one-half of the costs of the arbitrators, and it is expressly agreed that none of the costs incurred or paid by the Contractor shall be included in the expenditures referred to in Paragraph 20 of this Agreement. In all other respects, the provisions of *The Arbitration Act*, being chapter 111 of the Revised Statutes of Alberta, 1942, shall apply.

28. The covenants of the Contractor in this Agreement are joint and several covenants by Harold H. Hartman and Dwight D. Hartman, and for the purpose of construing the same in that manner, the singular wherever used shall include the plural.

29. The Contractor may at any time, with the consent of the Government in writing, assign their interest under this Agreement to any person or corporation; and the covenants, terms and conditions of this Agreement shall be binding upon the assignee, but the assignor shall be relieved of all obligations under this Agreement.

In witness whereof the Honourable N. E. Tanner, Minister of Lands and Mines, has hereunto set his hand on behalf of the Province of Alberta and Harold H. Hartman and Dwight D. Hartman have hereunto set their hands and seals, the day and month above written.

Signed on behalf of the Government of Alberta, by the Honourable N. E. Tanner, Minister of Lands and Mines, in the presence of

(Sgd.)

MARY C. LIVINGSTONE.

(Sgd.) N. E. TANNER.

and Signed and Sealed by Harold H. Hartman and Dwight D. Hartman, in the presence of

(Sgd.) M. P. BENSON.

(Sgd.) M. P. BENSON.

(Sgd.)

HAROLD H. HARTMAN.

(Sgd.)

DWIGHT D. HARTMAN.

SECOND SESSION
TENTH LEGISLATURE

9 GEORGE VI

1945

BILL

An Act respecting agreements for the
clearing and breaking of Provincial
lands and validating the agreement
made under the authority of Order
in Council number 1209-45.

Received and read the

First time.....

Second time

Third time

HON. MR. TANNER.

EDMONTON:
A. Shnitka, King's Printer
1945