

Bill No. 51 of 1950.

A BILL RESPECTING THE ST. MARY AND MILK
RIVERS DEVELOPMENT.

NOTE.

This Bill enacts a new Act to be known as "*The St. Mary and Milk Rivers Development Act, 1950*", which repeals and replaces *The St. Mary and Milk Rivers Development Act*, being chapter 5 of the Statutes of Alberta, 1946.

The provisions of the former Act are re-enacted in this Bill with only minor modifications. The majority of the Bill, however, consists of new provisions relating to the management and operation of the project in a manner similar to other irrigation districts and providing a colonization manager to handle the colonization and administration of the land. It appeared desirable that all the legislation on this subject should be consolidated into one Act.

The Bill is divided into two Parts. Part I re-enacts, with minor changes, the provisions of chapter 5 of 1946 and also includes the new provisions dealing with the management and operation of the irrigation project. Part II provides for the incorporation of a colonization manager to handle the administration and the colonization of the lands included in the district.

Many of the provisions of Part I are analagous to the provisions of *The Irrigation Districts Act* and have the general effect of giving the manager the powers, duties and responsibilities of a board of trustees under that Act. Some special sections are required, however, in view of the fact that there are two separate types of agreements, namely, those taken over by the government by the agreement forming Schedule I of this Act and those which are or will be entered into by the manager in the future. Some special sections are also necessary because of other differences in organization between the St. Mary and Milk Rivers Development and an ordinary irrigation district as constituted under *The Irrigation Districts Act*.

Part II is modelled after and is analagous to *The Lethbridge Northern Colonization Act*. The powers, duties and responsibilities of the colonization manager are similar to those of the Lethbridge Northern Colonization Manager.

Sections 3 to 10 inclusive simply re-enact the provisions of the 1946 Act ratifying the agreement forming Schedule I of the Act with some minor modifications. Section 3(3) provides that the provisions of the agreement forming Schedule I shall prevail over those of the Act in case of discrepancy.

Section 11 is similar to section 11 of the Act of 1946 and sets out the powers of the government.

Sections 12, 13 and 14 are similar to the corresponding sections in the Act of 1946. They provide for the appointment of the manager, create him a corporation and make provision for his salary, head office and for appointment of a person to act in the manager's behalf in his absence.

Section 15 is modelled after section 13 of *The Irrigation Districts Act*. It deals with damages arising from leakage, seepage, overflow or flooding. The section provides that notice of claims against the manager for losses due to farming lands being affected for agricultural purposes shall be given to him by the first of November. The manager may investigate and settle claims for less than fifty dollars. Other claims are referred to the irrigation council and if no settlement is arrived at the matter is determined by the Board of Public Utility Commissioners or alternatively by a water court appointed by the Lieutenant Governor in Council. Decisions and settlements made are binding on the parties and there is no appeal.

Sections 16 and 17 set out the powers and duties of the manager. They parallel sections 15 and 16 respectively of the Act of 1946. In addition the powers of the manager are extended to give the manager comparable powers to a board of trustees under section 12 of *The Irrigation Districts Act* to enter on land, to farm lands vested in him and to do necessary acts and things relating to the generation, transformation and transmission of electric power.

Section 18 re-enacts the substance of section 17 of the Act of 1946. It provides that the property and money received by the manager is the property of His Majesty and authorizes the Provincial Treasurer to make advances to the manager where necessary.

Sections 19 and 20 cover the same subjects as section 14 of *The Irrigation Districts Act*. Section 19 gives the manager the right to rent lands occupied by or adjacent to irrigation works at a rental of one dollar per acre annually or to commute such rental by a cash payment of thirty dollars per acre. Section 20 permits him to erect farm bridges to give access to severed lands. An appeal from his decision to the irrigation council is provided for.

Section 21 deals with the inclusion in or exclusion of lands from the district. Provision is made for an indorsement being made on each certificate of title to land by the Registrar under *The Land Titles Act* showing the same to be included in the St. Mary and Milk Rivers Development.

It is provided in section 22 that disputes arising out of the division or distribution of water may be settled by the manager with an appeal to the advisory committee which is elected as provided in section 28. Penalties are provided in the section if a person contravenes any direction or order made. Section 23 deals with prevention of drifting or blowing soil.

Section 24 gives the manager power to make regulations, rules and by-laws. These must be filed with and approved by the irrigation council before coming into effect.

Section 25 is similar to section 18 of *The Irrigation Districts Act* and permits the manager to borrow against current revenues for the purpose of meeting expenses payable out of them.

Sections 26 and 27 of this Bill and sections 42 and 43 of *The Irrigation Districts Act*, respectively, are similar. They deal with applications for water and filing documents, etc., under *The Water Resources Act*.

Section 29 provides for an imposition of a water right payment in the nature of capital levy on each acre of land, within the district, apart from those lands which were under contracts and were assigned or transferred by the agreement forming Schedule I. If water is supplied in bulk or otherwise to any person outside the district the water right payment may be imposed on the land irrigated by such water and the same remedies for enforcing payment are applicable as in the case of lands within the district.

Sections 30 to 44 inclusive deal with water rates and the collection and enforcing of the same. The water rates are used for the payment of expenses connected with the operation and administration of the district. The rate is set by the manager and is based on the estimated amount required for the year. It must be approved by the irrigation council before becoming effective. It is to be noted that lands which were under contracts that were assigned by the agreement forming Schedule I are not subject to these irrigation rates.

Section 31 provides for a charge against parcels which benefit from water for domestic purposes. The charge is subject to the approval of the irrigation council. This section is similar to section 57a of *The Irrigation Districts Act*.

Section 32 provides for a water rates ledger and states what it shall contain.

By section 33 water rates are made a special lien on land as is the case under *The Irrigation Districts Act*, section 18.

Section 34 permits a vendor of land to recover from the purchaser water rates which the vendor has paid. This is similar to section 59 of *The Irrigation Districts Act*.

Section 35 provides for a demand for water rates being given by the manager and fixes interest at the rate of six per cent per annum on water rates that remain unpaid after May first of the year they are imposed.

Section 36 permits apportionment of rates. This is similar to *The Irrigation Districts Act*, section 121.

Section 37 provides for commuting of rates on lands taken under statute for rights-of-way, or which are rendered non-irrigable from such taking.

Section 38 gives the Lieutenant Governor in Council power to waive payment of water rates in which case the Provincial Treasurer shall pay the amount so waived.

Section 39 is taken from section 18 of the Act of 1946 and makes moneys due to His Majesty or the manager a first lien on all crops and other farm produce grown on the land.

Section 40 permits the manager to sue for water rates as a debt due to him similar to *The Irrigation Districts Act*, section 156.

Section 41 permits the manager to distrain after giving notice as was provided by section 19 of the Act of 1946. Section 42 incorporates sections 161 and 162 of *The Irrigation Districts Act* which amplify the provisions relating to the distress.

Section 43 incorporates the provisions of *The Irrigation Districts Act* relating to rate enforcement making them applicable in the case of the St. Mary and Milk Rivers Development.

Section 44 re-enacts section 21 of the Act of 1946.

Section 45 provides for the expropriation of land and property as required. Section 46 incorporates by reference Part VI of *The Irrigation Districts Act* dealing in detail with expropriation.

Section 47 incorporates the provisions of Part VII of *The Irrigation Districts Act* and deals with executions against the manager.

Sections 48 to 53 inclusive provide penalties.

Part II of the Act is contained in section 54 and the following sections. Section 54 contains certain definitions.

Sections 55, 56, 57 and 58 provide generally for the appointment of the colonization manager, making him a body corporate, for the appointment of some one to act in his behalf in his absence and for the appointment of other officials.

Section 59 sets up an advisory committee to be appointed by the Minister.

It is provided in section 60 that all property vested in the colonization manager is in trust for His Majesty. The former is authorized to pay the water rates and taxes from rentals collected by him.

Section 61 provides for the transfer of lands from the manager to the colonization manager.

Section 62 authorizes the colonization manager, on the approval of the Lieutenant Governor in Council, to sell lands and declare agreements cancelled if in default.

Section 63 makes it necessary to secure the fiat of the Attorney General for actions against the colonization manager. This is similar to section II of *The Lethbridge Northern Colonization Act*.

Section 64 outlines the functions, duties and powers of the colonization manager. It permits him, subject to any order in council, *inter alia* to enter into agreements re options to purchase land, to acquire lands, to lease lands, to purchase and sell or make loans to water users for building materials, buildings, live stock or farming necessities and to spend money to encourage colonization and settlement of irrigable lands.

Section 65 provides for regulations and forms to be prescribed by the colonization manager with the approval of the Lieutenant Governor in Council.

Section 66 allows the colonization manager to borrow, subject to the approval of the Lieutenant Governor in Council.

Section 67 limits the amounts of the advances authorized by section 64 to fifteen hundred dollars in the aggregate to one water user and makes such loans a first lien on crops and farm produce.

Section 68 deals with lands unsold under rate enforcement proceedings in the hands of the manager and subject to a first mortgage. The colonization manager in such cases may make an agreement with interested parties to take a transfer of the land from the manager and to hold the proceeds in trust to be divided between the proper parties.

Section 69 empowers the Provincial Treasurer to discharge water rates or other charges out of moneys appropriated by the Legislature.

Section 70 makes the colonization manager responsible for the collection of water right payments giving him the powers conferred on the manager with respect thereto under section 29 or by any agreement.

A water right payment ledger is provided for in section 71. Section 72 requires an audit of the books and records. An annual report to the Lieutenant Governor in Council is required by section 73.

Section 74 provides that Part I shall prevail over Part II in cases of discrepancy.

Section 75 clarifies the priorities as among liens created by this Act.

Section 76 provides for the repeal of *The St. Mary and Milk Rivers Development Act*, being chapter 5 of the Statutes of Alberta, 1946.

KENNETH A. MCKENZIE,
Acting Legislative Counsel.

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

BILL

No. 51 of 1950.

An Act respecting the St. Mary and Milk Rivers
Development.

(Assented to _____, 1950.)

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

Short Title.

1. This Act may be cited as "*The St. Mary and Milk
Rivers Development Act, 1950*".

Interpretation.

2. In this Act, unless the context otherwise requires,—

- (a) "advisory committee" means the advisory committee elected under the provisions of this Act;
- (b) "district" includes all lands described in Schedules "B", "J" and "K" to the agreement forming Schedule I of this Act, and all other lands which are or may be brought into the district under the provisions of this Act; but does not include or continue to include, as the case may be, any minerals as defined in section 2, clause (u) of *The Mines and Minerals Act*, being chapter 66 of the Statutes of Alberta, 1949;
- (c) "first mortgage" means any mortgage or any incumbrance in Form 19 of the Schedule to *The Land Titles Act* upon land situate within the district which has been registered in the proper Land Titles Office prior to the formation or erection of the district or the addition of the land thereto and which has priority over all other similar mortgages and incumbrances;
- (d) "His Majesty" means His Majesty the King in the right of the Province of Alberta;
- (e) "*Irrigation Act*" means the *Irrigation Act*, being chapter 104 of the Revised Statutes of Canada, 1927;
- (f) "irrigation council" means an irrigation council appointed under the provisions of *The Irrigation Districts Act*;
- (g) "*Irrigation Districts Act*" means *The Irrigation Districts Act*, being chapter 98 of the Revised Statutes of Alberta, 1942;

- (h) "irrigation works" means any structure, device or contrivance, and without derogating from the generality of the foregoing, includes any dyke, dam, weir, floodgate, breakwater, drain, ditch, basin, reservoir, natural or artificial lake or other body of water, canal, tunnel, bridge, culvert, crib, embankment, headwork, flume, aqueduct, pipe, pump, measuring weir, and any contrivance for carrying or conducting water or used to deliver water to a water user, or any building, telephone line or other work in any way used in or in relation to the conduct and management of the affairs and business of the manager;
- (i) "local authority" includes every corporate body or person levying rates or taxes for local purposes in any city, town, village, hamlet, municipal district or improvement district;
- (j) "manager" means the manager of the St. Mary and Milk Rivers Development appointed pursuant to this Act;
- (k) "Minister" means the member of the Executive Council for the time being charged with the administration of *The Water Resources Act*, being chapter 65 of the Revised Statutes of Alberta, 1942;
- (l) "municipality" means a city, town, village, municipal district or improvement district;
- (m) "occupant" means the occupant of any land which is exempt from taxation by the Province;
- (n) "occupier" means the person in actual occupation of lands other than the owner or occupant thereof;
- (o) "original companies" means The Alberta Irrigation Company, The Canadian North West Irrigation Company, The Alberta Railway and Coal Company and The St. Mary's River Railway Company, all referred to in the agreement forming Schedule I of this Act;
- (p) "owner" means any person who is registered under *The Land Titles Act* as the owner of a freehold estate in possession in land; but the local authority of any city, town, village, or hamlet shall be deemed to be the owner of the parcel of land comprising the lands within such city, town, village or hamlet;
- (q) "parcel of land" means a quarter section of land according to the system of surveys under the *Dominion Lands Surveys Act* or *The Alberta Surveys Act* or any other area, owned by one person, or by more persons than one as tenants in common, or joint tenants, but the lands within any city, town, village or hamlet shall be deemed to be one parcel of land;
- (r) "purchaser" means any person other than a lessee who has purchased or otherwise acquired land

whether he has purchased or otherwise acquired the land direct from the owner thereof or from another purchaser and has not become the owner thereof; provided, however, that in every case, "purchaser" shall be deemed to mean the last purchaser;

- (s) "Registrar" means Inspector of Land Titles Offices, when acting as Registrar, a Registrar of Titles, a Deputy Registrar, or an Assistant Deputy Registrar;
- (t) "undertaking and works" means the undertaking and works acquired by His Majesty pursuant to the agreement forming Schedule I of this Act;
- (u) "water user" means any person to whom His Majesty or the manager is legally obliged to supply water for any purpose.

PART I.

GENERAL PROVISIONS.

Ratification of Agreement Schedule I.

3.—(1) The agreement, a copy of which is set out in Schedule I of this Act, made between His Majesty the King, in the right of and for the benefit of the Province of Alberta, therein referred to as "the Province", The Alberta Railway and Irrigation Company, therein and herein referred to as "The Irrigation Company," and The Canadian Pacific Railway Company, therein and herein referred to as "The Pacific Company" is hereby ratified and confirmed and declared to be legally binding according to the tenor thereof, upon His Majesty the King in the right of the Province of Alberta and upon the Alberta Railway and Irrigation Company and the Canadian Pacific Railway Company.

(2) Each of the parties to the said agreement is authorized and empowered to do all acts and things which may be necessary to carry out the said agreement, the provisions of which are to be taken as if they had been expressly enacted hereby and formed an integral part of this Act.

(3) Whenever there is any discrepancy between this Act and the provisions of the agreement forming Schedule I of this Act, the provisions of the said agreement shall prevail.

4.—(1) On the twenty-seventh day of March, 1946, save as herein excepted, the entire undertaking and works (as works are defined by the *Irrigation Act*) described in the said agreement, shall be and the same are hereby vested in His Majesty and from and after the first day of January, 1946, all the powers, privileges, duties and responsibilities of the Irrigation Company, the original companies, and the

Pacific Company in respect of the operation, use and maintenance of the said undertaking and works and the delivery of water therefrom under any statute or under any agreement shall be at an end as far as the said companies are concerned and thereupon all such powers, privileges, duties and responsibilities shall be and be deemed to be the powers, privileges, duties and responsibilities of His Majesty and His Majesty shall stand in the place of the Irrigation Company, the original companies and the Pacific Company and shall assume and be liable for the delivery of water to any and all water users whose lands are served by the said undertaking or works, pursuant to the provisions of any and all agreements heretofore entered into by the Irrigation Company or the original companies or any of them in that behalf and still in force and remaining in force, and shall, to the extent provided in the agreement forming Schedule I, indemnify and save harmless the Irrigation Company and the Pacific Company from all claims, demands and liabilities in respect of the operation, use and maintenance of the said undertaking and works or the use of water in the said works or the supply of water therefrom.

(2) Nothing in this section shall be deemed to affect in any way the rights reserved to the Irrigation Company by section 10 hereof with respect to debentures or the payment thereof.

5.—(1) On the twenty-seventh day of March, 1946, all the estate, right, title and interest of the Irrigation Company, the original companies, and the Pacific Company in and to the lands described in Schedule "A" of the agreement forming Schedule I of this Act and all canal rights-of-way registered in the name of the Irrigation Company or any of the original companies in the Land Titles Office for the South Alberta Land Registration District shall be and the same are hereby vested in His Majesty subject to the reservations hereinafter set forth, and on the delivery to the Registrar of the South Alberta Land Registration District of the duplicate certificates of title therefor, the Registrar shall without charge cancel all certificates of title in the name of the Irrigation Company or any of the original companies for the lands set out in Schedule "A" to the said agreement and for all the lands in the said canal rights-of-way registered in the name of the Irrigation Company or any of the original companies and issue new certificates of title therefor in the name of His Majesty; but each certificate of title so issued by the Registrar shall except and reserve to the company which prior to the transfer effected by this section was registered as owner of the land included in such title, all mines and minerals (which without restricting the generality thereof shall be deemed to include all gas and petroleum) belonging to such company which may be found to exist in, upon or under the said lands, together with full power to such company, its successors and assigns to work the same.

(2) The said exception and reservation shall not confer on the Irrigation Company or any of the said original companies or their successors and assigns any right, power or privilege to work the mines and minerals under any portion of the undertaking or works or within one hundred yards therefrom without the leave of the Minister, and in any application to the Minister for such leave the provisions of section 84 of *The Railway Act*, being chapter 197 of the Revised Statutes of Alberta, 1942, shall apply in so far as they may be made applicable the necessary changes being made.

6. On the twenty-seventh day of March, 1946, all the estate, right, title and interest of His Majesty in and to the lands described in Schedule "C" of the agreement forming Schedule I of this Act, shall be and the same are hereby vested in the Irrigation Company subject to any exceptions, reservations, conditions and provisos contained in the certificates of title covering the lands and the easements set out in Schedule "C" shall thereupon vest in the Irrigation Company and on the delivery to the Registrar of the duplicate certificates of title for the said lands, the Registrar shall, without charge, cancel the certificates of title for the lands in the name of His Majesty and issue new certificates of title in the name of the Irrigation Company, subject to the last mentioned exceptions, reservations, conditions and provisos and shall record the easements upon the titles to the lands subject to the same.

7. On and after the twenty-seventh day of March, 1946, all the water agreements set out in Schedule "B" of the agreement forming Schedule I of this Act still in force on that date and applying to the irrigable lands served by the said undertaking and works shall be read and construed as if His Majesty and not the Irrigation Company or one of the said original companies had entered into the same, and all moneys due as at the first day of February, 1946, which accrued due under said water agreements subsequent to the thirtieth day of April, 1944, and all moneys to accrue due thereunder subsequent to the first day of February, 1946, and all benefits and advantages to be derived from said water agreements shall be and the same are hereby vested in His Majesty, and the Director of Water Resources shall without charge make a memorandum upon each and all the said water agreements of the substitution effected by this section.

8. In the event that subsequent to the date of the agreement forming Schedule I hereto it is found that for any reason any water agreement or agreements have not been included in Schedule "B" to the said agreement above mentioned but should be included, the said water agreement or agreements shall be deemed to be covered by and subject to the provisions of the said agreement, and all the provisions of the said agreement and this Act shall apply to the said water agreement or agreements, notwithstanding that it or they are not included in Schedule "B".

9.—(1) All agreements for sale entered into prior to the twenty-seventh day of March, 1946, by the Irrigation Company or any of the original companies as vendors and relative to which water agreements were entered into between the Irrigation Company or any of the original companies and the purchasers under said agreements for sale, shall, from and after the first day of January, 1946, be read and construed as if no mention were made therein of the water agreements relative thereto or of any right or obligation arising or created under any such water agreements either on the part of the vendor or purchaser, and any right or obligation of the Irrigation Company or any of the original companies to apply any moneys received by it in respect of the lands covered by said agreements for sale in satisfaction of water rent due or accruing under the water agreements relative to which such agreements for sale were made, shall be at an end.

(2) All the reservations and exceptions contained in the agreements for sale referred to in subsection (1) or in any transfer or certificate of title of land previously transferred by the Irrigation Company or any of the original companies which reserve to, except for, or confer upon the Irrigation Company or any of the original companies any right, easement or privilege,—

- (a) to enter upon any land to make surveys for any irrigation canals, ditches, reservoirs or works; or
- (b) to dig, construct, maintain and operate the necessary ditches, canals and works for properly supplying water to lands served by said undertaking; or
- (c) to do in and upon such lands all things necessary or expedient for the construction, maintenance, operation and repair of the said ditches, canals or works; or
- (d) to take and acquire land for any irrigation canal, reservoir or works on the terms therein contained;

shall be and they are hereby transferred to His Majesty, and shall enure to the benefit of His Majesty and His Majesty shall be entitled to exercise any or all such reservations, exceptions, rights, easements and privileges in the same manner and to the same extent as if His Majesty had been a party to each agreement instead of the Irrigation Company or one of the said original companies or as if His Majesty had been named in any reservations or exceptions contained in any transfer or certificate of title instead of the Irrigation Company or one of the said original companies.

10. On the twenty-seventh day of March, 1946, all the rights, powers, privileges, duties and responsibilities conferred, vested in or imposed upon the Irrigation Company by the provisions of the five agreements forming Schedule "D", "E", "F", "G", and "H" of the agreement forming Schedule I of this Act, except such as relate to,—

- (a) the debentures provided for by the said agreements and the payment thereof; and
- (b) the rights conferred on the Irrigation Company and the Pacific Company by paragraph 4 of the agreement forming Schedule "H" to the agreement forming Schedule I of this Act;

shall be at an end, and thereupon all such rights, powers, privileges, duties and responsibilities shall be and be deemed to be the rights, powers, privileges, duties and responsibilities of His Majesty and His Majesty shall stand in place of the Irrigation Company and shall assume and be liable for, each and every duty, liability and responsibility imposed upon the Irrigation Company by the terms of the said five agreements forming the said Schedules, and shall, to the extent provided in the agreement forming Schedule I, indemnify and save harmless the Irrigation Company from all claims, demands and liabilities arising out of the five agreements.

Powers of the Government of the Province.

11. The Government of the Province is hereby empowered,—

- (a) to maintain and operate the undertaking and works;
- (b) to alter, improve, extend and add to the undertaking and works;
- (c) to sell, transfer or otherwise dispose of the undertaking and works or any part thereof to any irrigation district, municipality or other body authorized to acquire and operate the same;
- (d) to enter into any agreement approved by the Lieutenant Governor in Council with the Government of Canada involving or affecting in any way the undertaking and works;
- (e) to do anything necessary or incidental to the exercise of the foregoing powers.

Appointment, Powers and Duties of Manager.

12.—(1) The Lieutenant Governor in Council may from time to time appoint a person to be known as the manager of the St. Mary and Milk Rivers Development.

(2) The manager shall,—

- (a) have such powers and duties as are assigned to him by the Lieutenant Governor in Council and by this Act;
- (b) be paid such salary as is fixed from time to time by the Lieutenant Governor in Council.

(3) The head office of the manager shall be situated at Lethbridge.

13.—(1) The Lieutenant Governor in Council may from time to time appoint some person who may in the absence of the manager and subject to any special directions of the manager do any act authorized or required to be done by the manager.

(2) Whenever it appears that such person has so acted it shall be conclusively presumed that he has so acted in the absence of the manager.

14. The person for the time being holding the office of the manager of the St. Mary and Milk Rivers Development shall be, by that name, a corporation sole, and shall have perpetual succession and a common seal and have the power and capacity,—

- (a) to acquire, hold, sell and otherwise deal in lands, securities and other real and personal property of every description in that name;
- (b) to sue and be sued;
- (c) to enter into agreements binding on himself and his successors in office; and
- (d) to do all things necessary or expedient to be done in the execution of the duties of his office.

15.—(1) No person shall be entitled,—

- (a) to bring any action whatsoever for damages or otherwise against the manager in respect of any damage of any nature caused by the leakage, seepage, overflow or flooding of water from any irrigation works of the manager; or
- (b) to obtain payment of any compensation in respect of any such damage;

except only as is provided by this section.

(2) Any person claiming that he has sustained loss during any year on account of the surface of his farming land being detrimentally affected for agricultural purposes by the leakage, seepage, overflow or flooding of water from any irrigation works of the manager shall give to the manager not later than the first day of November in that year notice of such claim by delivering to him a notice in writing setting out particulars of the alleged damage and the amount of compensation claimed.

(3) The provisions of section 13, subsections (3) to (12) inclusive of *The Irrigation Districts Act* shall apply hereto in so far as they may be made applicable, the necessary changes being made and the manager shall have the same powers and duties as the Board under the said subsections.

(4) All agreements, settlements, orders and decisions made under the foregoing provisions shall be final and conclusive and there shall be no appeal therefrom.

16. Except as otherwise provided by the Lieutenant Governor in Council, the manager shall have the duty of maintaining, operating and managing on behalf of the

Government the undertaking and works as the same exist from time to time and of making such alterations, improvements, extensions and additions as the manager deems necessary or advisable in connection with the maintenance and operation of the same.

17. Except as otherwise provided by the Lieutenant Governor in Council, the manager shall have the power to enter into all agreements and do all things necessary or incidental to the maintenance, operation and management of the undertaking and works and all alterations, improvements, extensions and additions from time to time made thereto, and without in any way restricting the generality of the foregoing, shall have the power and duty,—

- (a) to collect and receive all moneys payable and all moneys assigned to His Majesty under the terms of the agreement forming Schedule I and all moneys hereafter accruing due under the water agreements assigned to His Majesty by the said agreement;
- (b) to exercise and carry out in the name of the manager with respect to the water agreements assigned to His Majesty by the agreement forming Schedule I all the rights and obligations which His Majesty acquired and undertook under the terms of the said agreement;
- (c) to supply water in bulk or otherwise for irrigation or domestic purposes to, for, or upon lands inside or outside the district;
- (d) to enter into, enforce, determine or otherwise deal with agreements for the supply of water for irrigation or domestic purposes;
- (e) to enter upon any land for the purpose of carrying out the maintenance and operation of the undertaking and works and any alterations, improvements, extensions or additions from time to time made thereto, and in so doing, shall have all such powers as are conferred upon the Minister of Public Works in respect of entry upon land required for public works;
- (f) to construct, maintain and renew all irrigation works;
- (g) to operate any irrigation works constructed under the provisions of this section;
- (h) to purchase electric or mechanical power for pumping purposes either by long term contract or otherwise upon such terms and conditions as may be approved by the Minister;
- (i) to manage, add improvements to, cultivate, and carry on all farming operations on any or all of the lands vested in him;
- (j) to acquire in his own name public lands lying within or adjacent to the district and to resell the same;

- (*k*) to acquire, purchase, lease, or take over and to erect, construct and establish all plant, machinery and installations, materials, devices, fittings, apparatus, appliances or equipment, rights-of-way and easements, for or used in the generation, transformation, transmission, distribution, delivery, sale or use of electricity, and to maintain and operate the same and to use, sell or deal in electric power or energy and to do, perform and execute all facts, things and deeds necessary or incidental to the exercise of the powers conferred by this section;
- (*l*) to employ all such officers, inspectors, clerks or other persons as are required for the maintenance and operation of the undertaking and works, and all alterations, improvements, extensions and additions from time to time made thereto, and to dismiss the same, assign them their titles, define their respective duties and powers, and to fix their salaries or remuneration;
- (*m*) to engage the services of experts and persons engaged in the practice of a profession and to pay the salaries or remuneration of all such persons;
- (*n*) to provide a scheme subject to the approval of the Minister for annuities or other payments to employees or dependents of employees of the manager by way of pension, superannuation, retirement allowances, allowances on account of illness, death benefits and any other similar benefit;
- (*o*) to administer generally the affairs of the district.

18.—(1) All property both real and personal and all moneys acquired or received by the manager in the exercise of his powers and duties shall be the property of His Majesty.

(2) The manager shall pay from the moneys acquired or received by him, so far as such moneys will extend,—

- (*a*) all salaries and wages including his own salary; and
- (*b*) all expenses and liabilities arising out of,—
 - (i) the maintenance, operation and management of the undertaking and works and all alterations, improvements, extensions and additions from time to time made thereto;
 - (ii) the exercise by the manager of any of his powers and duties.

(3) If at any time the moneys in the hands of the manager are not sufficient to pay salaries, wages, expenses and liabilities as required by subsection (2), the Provincial Treasurer, with the approval of the Lieutenant Governor in Council, is hereby authorized to make advances to the

manager out of the General Revenue Fund of such sums as are from time to time required for the purpose of paying such salaries, wages, expenses or liabilities.

19.—(1) Upon the construction of any irrigation works within the district the manager shall have,—

- (a) the right to the use of and access to the area occupied by the irrigation works; and
- (b) the right to the use of and access to such land adjacent or appurtenant to any of the irrigation works as may be necessary in the opinion of the manager for the deposit of soil thereon or for the use of soil therefrom, or for the supervision, maintenance and repair of the said irrigation works.

(2) In the case of lands included in Schedules "B" and "J" to the agreement forming Schedule I, no rent or other compensation shall be paid for the exercise of any right granted pursuant to subsection (1).

(3) Except as provided in subsection (2), the manager may pay in respect of the use aforesaid an annual rental not exceeding one dollar per acre for the area computed in terms of acres, of the said land which the manager is actually using, and no other compensation shall be payable in respect of such use, but the manager in his discretion at any time and with respect to any parcel of land may make a single cash payment not exceeding thirty dollars per acre and in the event of disagreement as to the amount of the single cash payment the irrigation council may fix the same.

20.—(1) In addition to the rental or cash payment provided for in section 19, the manager may provide farm bridges for the purpose of giving access to land severed from other land of the same owner by reason of the construction of a ditch, but any such bridge shall thereafter be maintained by and at the expense of the said owner.

(2) If any owner is not satisfied with the decision of the manager as to the provision of a farm bridge or farm bridges he may appeal to the irrigation council whose decision thereon shall be final.

21.—(1) In every case where the manager is or becomes legally obliged to supply water to any parcel or parcels of land whether by contract or otherwise, the said parcel or parcels shall be deemed to have been brought into the district under the provisions of this Act and to form part of the St. Mary and Milk Rivers Development.

(2) In every case where the legal obligation of the manager to supply water to any parcel or parcels of land has ceased or been determined for any reason the manager may in his discretion then declare that the said parcel or parcels no longer are in the district and has or have ceased to form part of the St. Mary and Milk Rivers Development.

(3) The Minister may in his discretion include any lands in the district, or exclude any lands therefrom on the request of the manager duly approved by the irrigation council, and the Minister may make any regulations necessary or calculated to carry out the general intent of this

Act as to the inclusion or exclusion of lands, and such regulations shall have effect as if set out in this Act.

(4) The manager shall forthwith notify the Registrar that the said parcel or parcels of land has or have been brought into the district or excluded therefrom under the provisions of this Act, and that the said parcel or parcels forms or form part of the St. Mary and Milk Rivers Development or has, or have, ceased to form part thereof.

(5) The Registrar shall without charge note upon each certificate of title to a parcel of land in the district and upon each certificate of title to any parcel of land which is, or may be, brought into the district under the provisions of this Act, the fact that the parcel forms part of the St. Mary and Milk Rivers Development or has ceased to form part thereof, as the case may be .

22.—(1) The manager or any person thereunto authorized by him may enter upon any parcel of land to supervise, direct and control,—

- (a) the division or distribution of water;
- (b) the clearing, cleaning, or maintaining of any irrigation works, and without limiting the generality of the foregoing, the removal of earth, silt, dirt or other impediments or obstructions from any irrigation ditch within the district, including main, lateral, farm or other ditches whether maintained and operated by the manager or any other person or persons and the deposit of such earth, silt, dirt or other impediments or obstructions within a reasonable distance on each side of the said ditches;
- (c) the removal, alteration or re-location of any irrigation works.

(2) The manager or any person thereunto authorized by him may hear and determine all disputes in any way arising out of subsection (1) whether between the manager and any water user or water users, or between water user and water user.

(3) Any person affected by a decision made under the provisions of the preceding subsection may appeal to the advisory committee by filing a notice of appeal at the head office of the manager within thirty days of the decision and the advisory committee shall make such a decision as the manager should have made having regard to the circumstances of the case. The decision of the advisory committee shall be conclusive and binding and there shall be no other appeal, either from the manager's decision or from the decision of the advisory committee.

(4) No irrigation works shall be removed, altered or re-located without the consent of the manager.

(5) The manager may refuse to supply any irrigation works with water if in his opinion the same are unfit to carry the amount of water requested by the water user.

(6) With respect to any irrigation works within the district whether such irrigation works are owned, maintained or operated by the manager or any other person the

manager may use the same to carry out the provisions of this Act and may make such modifications, extensions, enlargements and additions thereto as he deems necessary or expedient.

(7) The manager, or any person hereunto authorized by him, may,—

- (a) make any direction or order necessary for the purpose of carrying out the provisions of this section;
- (b) at his discretion enter upon any parcel of land with such equipment, supplies and personnel as he may deem necessary; and
- (c) do such acts, deeds and things and execute such work as may be necessary in his opinion to carry out the provisions of this section.

(8) Any expense incurred under the provisions of subsections (6) and (7) on any parcel of land shall be imposed at a rate on the land properly chargeable therewith, and such rate may be collected in the same manner as water rates.

(9) Should there be any dispute between the manager and any person affected under subsections (4), (5), (6), (7) or (8) there shall be no appeal except as provided under the provisions of subsection (3).

(10) Any person who contravenes any direction or order made by the manager or any person thereunto authorized by him, or fails to comply with any provision of this section, or any decision of the manager or such authorized person, or of the advisory committee, shall be guilty of an offence and liable on summary conviction to a penalty of not more than two hundred dollars.

(11) The provisions of this section shall in no way make the manager responsible for the care, maintenance, clearing or cleaning of any irrigation works, for which he is not otherwise responsible under the provisions of this Act.

23. Whenever in the opinion of the manager any ditch is likely to be obstructed or otherwise injured by soil drifting or blowing thereinto from any land, and the occupant or occupier, or if there is no occupant or occupier the owner, purchaser or lessee of the land or any of them has failed to take reasonable precautions to prevent the drifting or blowing, the manager without any further or other authority may enter upon the land and upon so entering shall take all reasonable steps upon the land to prevent, stop or minimize the drifting or blowing.

24.—(1) The manager may make regulations, rules and by-laws and prescribe forms in respect of matters not specially provided for by this Act and consistent with the objects thereof as the interests of the district may require and may repeal, alter and amend the regulations, rules, by-laws and forms.

(2) Without limiting the generality of subsection (1), the manager may make regulations, rules and by-laws,—

- (a) for the equitable distribution of water;
- (b) for the disposal of any surplus water which is not required for the purposes of the district; and

(c) for cutting off and stopping the supply of water to any parcel of land in arrears for irrigation rates.

(3) Every regulation, rule, by-law and form and every repeal, alteration and amendment thereof shall be filed under the hand and seal of the manager with the irrigation council and upon approval of the irrigation council shall come into full force and effect.

(4) The manager on request shall furnish a copy of the said regulations, rules, by-laws and forms to any water user.

(5) A copy of any regulation, rule, by-law or form, or any part or extract therefrom written or printed without erasure under the hand and seal of the manager with his certificate that the same has been filed and approved as provided in subsection (3) hereof shall be authentic and received as *prima facie* evidence of the contents thereof without any further proof in any court unless it is specially pleaded or alleged that the seal or the signature of the manager has been forged.

(6) Where any procedure is prescribed in this Act but such procedure does not seem adequate, or where no procedure is prescribed suitable to the circumstances of the case, the manager may provide such procedure as may seem proper to him.

25. The manager in any year may borrow,—

(a) any sum or sums of money not exceeding the amount levied in such year for the water service charge and for the time being uncollected for the purpose of meeting expenses for the said year which are payable out of the water service charge;

(b) any sum or sums of money not exceeding the amount to be collected in such year under section 17, clause (a) for the purpose of meeting any expenses chargeable to such amount for the said year.

26.—(1) The manager may from time to time make an application in accordance with the provisions of *The Water Resources Act* for the water necessary for the use of the district or any portion or portions thereof and for authority to construct the necessary irrigation works for the utilization of such water.

(2) The manager may employ such surveyors, engineers, or other assistants as are required to draw up a general scheme for the irrigation of the district and to obtain the necessary information to enable him to make the application.

(3) The manager shall comply in every detail with the procedure laid down in *The Water Resources Act* regarding matters preliminary or antecedent to the order granting the application in so far as the same shall apply.

(4) The manager instead of or in addition to making application for an authorization may, subject to the approval of the irrigation council, enter into any contract for

the construction or operation of any irrigation works or the supply of water for irrigation purposes to or within the district, or for all or any such objects with any person to whom an authorization or license has been granted under *The Water Resources Act*, and all the provisions of this Act shall apply to those irrigation works or the supply of water under the said contract, to the extent necessary to enable the manager to carry out any such contract according to the terms thereof.

27. The authorization provided for in the *Irrigation Act* or the license or interim license issued pursuant to *The Water Resources Act*, as the case may be, together with a copy of all maps and plans required by either of the said Acts and also all the official records of the district, shall be filed in the office of the manager and shall be open for public inspection at all reasonable times.

28.—(1) There shall be an advisory committee elected by the water users of the district whose function shall be to advise the manager and do and execute all other acts, deeds and things as by this Act provided.

(2) The Minister shall make all necessary rules and regulations providing for the composition, remuneration, election, rights, powers and duties thereof and all matters thereto appertaining, and such rules and regulations shall have effect as if set out in this Act.

Water Right Payments.

29.—(1) There shall be imposed on each parcel of land in the district with respect to each acre to be irrigated within the district a water right payment, being a payment respecting the cost of the irrigation works and interest thereon.

(2) The amount of the water right payment for each acre to be irrigated shall be fixed from time to time by the Lieutenant Governor in Council, together with the rate and terms of interest payable with respect thereto, and the terms of payment.

(3) The payment of the water right payment and interest shall be enforceable by the manager in the same manner as the water rates and all the provisions of this Act or of *The Irrigation Districts Act* in that behalf shall apply.

(4) If water is supplied in bulk or otherwise to any person outside the district,—

(a) there may be imposed with respect to each acre of land to be irrigated by such water a water right payment, the amount of which, together with the rate and terms of interest and terms of payment shall be fixed as provided in subsection (2);

(b) payment of the said water right payment and interest shall be enforceable in the same manner and to the same extent as water right payments imposed on lands within the district and all the provisions relating to water right payments and enforcement of payment thereof shall apply, notwithstanding that the land to be irrigated is outside the district;

- (c) all the provisions of this Act shall apply to lands and persons outside the district to, for, or upon which or to whom water is so supplied in the same manner as if the said persons or lands were within the district.

(5) Notwithstanding anything provided in this section, and for greater certainty, wherever any discrepancy exists between the provisions of any agreement referred to in sections 7 and 8 or of the agreement forming Schedule I of this Act, or of any of the Schedules to the agreement forming Schedule I, then the provisions of such agreement or agreements or of such Schedule or Schedules shall prevail.

Water Rates.

30.—(1) The manager not later than the first day of April in each year shall make an estimate of the amount required to pay the water service charge being all the expenses connected with the administration of the district and the diversion, distribution and drainage of water, and the maintenance of the irrigation works for the year, including,—

- (a) any payments into a maintenance fund to provide for the preservation of the said irrigation works in their original efficiency;
- (b) any payments for water supply service to the district; and
- (c) any payments for new expenditure, whether capital or otherwise.

(2) If payment of the said water service charge is not otherwise provided for a water rate shall be imposed by the manager upon each parcel of land within the district in respect of each acre of land to be irrigated as shown in the water rates ledger sufficient to bring in the amount estimated as the water service charge.

(3) Any water rate imposed shall be sufficient to bring in the amount of the estimate after making all due and reasonable allowances for the cost of collection and abatement for losses which may occur in the collection of the water rate.

(4) No water rate fixed by the manager shall be effective until approved by the irrigation council.

(5) Notwithstanding anything provided in this section, and for greater certainty, wherever any discrepancy exists between the provisions of any agreement referred to in sections 7 and 8 or of the agreement forming Schedule I of this Act or of any of the Schedules to the agreement forming Schedule I, then the provisions of such agreement or agreements or of such Schedule or Schedules shall prevail.

31.—(1) For the purposes of this section “parcel” includes land along or contiguous to or through which pass any ditches, canals, spillways, or irrigation works of the manager, as well as land contiguous to any creeks, sloughs, lakes, or other reservoirs fed by water diverted by means

of the undertaking or irrigation works of the manager.

(2) Notwithstanding the provisions of *The Water Resources Act*,—

- (a) the manager in each year may estimate the value of the benefit for domestic purposes of water supplied to any parcel within or without the district or used by the owner, purchaser, lessee or occupant or occupier thereof; and
 - (b) the estimated value of the benefit of the water so supplied or used shall be subject to the approval of the irrigation council and shall be charged against the said parcel and all the provisions of this Act with respect to the collection and recovery of water rates shall apply thereto.
- (3) The manager shall establish a tariff which shall be the basis for estimating the benefit accruing to the said parcel respectively and in establishing the tariff may differentiate between and establish different rates for persons receiving water for domestic purposes only and those receiving water for both domestic and irrigation purposes.
- (4) The charge for domestic purposes shall be a first lien and charge upon each parcel assessed with respect to water for domestic purposes, and upon all crops and other farm produce grown or produced by the owner, purchaser, lessee or occupant or occupier, and shall be collectible in the same manner and to the same extent as water rates.
- (5) The water rates ledger in so far as it applies to water for domestic purposes, shall be revised annually or from time to time as circumstances require, and in accordance with the manager's estimate as approved by the irrigation council.

32.—(1) The manager shall prepare and keep in his office a ledger which shall be called the water rates ledger in which he shall set down such of the following as shall be applicable in each case:

- (a) the name of the owner, and if any, the names of the purchaser, lessee, occupant or occupier and each of them, of each parcel of land in the district, and his or their post office address if known, indicating after each name whether the same is that of an owner, purchaser, lessee, occupant or occupier;
- (b) the description of the parcel of land or of the parcel as defined in section 31, subsection (1);
- (c) the number of acres in the parcel of land to be irrigated;
- (d) in the case of a parcel as defined in section 31, subsection (1) the estimated value of the benefit for domestic purposes of water supplied;
- (e) the amount imposed for water rates, or otherwise;
- (f) the amounts paid and remaining unpaid from time to time on water rates, or otherwise including all interest and penalties.

(2) The water rates ledger shall remain in the office of the manager, and shall be open for inspection at all reasonable times.

(3) The manager shall record with the date of the receipt all amounts paid him for water rates or otherwise on the water rates ledger under the legal description of the parcel of land in respect of which the payment is made and he shall issue an official receipt for every payment.

33.—(1) Notwithstanding that the water rates payable by any water user are calculated with respect to the number of acres of his land which are to be irrigated they shall when calculated form a special lien upon each parcel of land within the district which contains any portion of the land to be irrigated.

(2) The water rates accruing upon or in respect of any land in the district shall be a special lien upon the land having priority over all claims, liens, privileges or incumbrances thereon.

34.—(1) Where an owner of land within the district has sold the land to a purchaser thereof, the owner upon paying the water rates in respect of the land shall be entitled to recover the amount of the water rates from the purchaser as if their agreement for sale had contained an express covenant by the purchaser for the discharge of such water rates.

(2) Where there are one or more purchasers between the owner and a purchaser entitled to possession of the land sold, the owner shall have the same rights against that purchaser as the rights given him by subsection (1) against the purchaser direct from him and in lieu thereof, and as if the purchaser entitled to possession had expressly covenanted with the owner to that effect.

35.—(1) The manager shall after the completion of the water rates ledger leave at the usual residence or place of business of or transmit by mail to each person whose name appears on the ledger or to an agent of such person in the district a statement of and a demand for the water rates or other amounts charged against him.

(2) The statement shall state when the amounts are required to be paid.

(3) The manager shall enter the date of delivery or mailing of the notice in the water rates ledger under the name of the person rated and the legal description of the land and the entry shall be *prima facie* evidence of the due delivery of the statement and demand.

(4) All water rates and charges under sections 30 and 31 shall be deemed to be due on the first day of January of the year in which they are imposed, and shall bear interest at the rate of six per cent per annum after the first day of May in the year in which the said water rate or charges under the said sections 30 and 31 are imposed.

(5) Nothing contained in this section shall be construed to extend the time for payment of the said water rates or charges under sections 30 and 31.

36.—(1) When for any reason it is desired to apportion the rate imposed upon any parcel of land among two or

more parts thereof, the manager may make such apportionment as seems proper, but the sum of all the apportioned rates shall not be less than the rate imposed upon the parcel prior to the apportionment of the rate.

(2) When any such apportionment is made at the request of an owner of a parcel of land or of a purchaser from him,—

- (a) the manager may require the applicant to submit plans and specifications of all additional ditches necessary to bring irrigation water to the boundary of each of the parts into which the parcel is to be divided, together with an estimate of the cost of constructing the ditches; and
- (b) the manager may refuse to make any apportionment of the rate until he has received payment of a sum sufficient to defray the cost, or has had the payment of the cost properly secured, or until the ditches have been constructed to his satisfaction.

37.—(1) If any parcel of land or any part thereof respecting which no moneys are due or payable under this Act is taken or expropriated under any Act or statute for any railway, highway, road, canal or other right-of-way or for any municipality or otherwise, or becomes or is rendered non-irrigable because of such taking or such expropriation, the person or authority taking or expropriating the same shall commute future water rates payable with respect to such parcel by paying to the manager in cash such amount as the manager with the approval of the irrigation council may from time to time determine.

(2) Upon receipt by the manager of any sum paid pursuant to the provisions of this section he shall ascertain the number of acres for which, in accordance with the provisions hereof, the said sum may be accepted in commutation of water rates and shall thereupon note the same on the water rates ledger against the said parcel of land in respect of which the payment is made.

(3) Where any payment is made under the provisions of this section with respect to a parcel of land, the remainder of the parcel, and the owner, purchaser, lessee or occupant or occupier thereof, shall continue to be subject to all the provisions of this Act regarding enforcement of water rates payable otherwise than under the provisions of this section.

38.—(1) The Lieutenant Governor in Council may waive payment of any or all water rates, or any part thereof with respect to any parcel or parcels of land within the district.

(2) If at any time the payment of any or all water rates, or any part thereof is so waived by the Lieutenant Governor in Council, the Provincial Treasurer shall pay to the manager such sums as would have been payable to the manager except for the provisions of this section.

39. All moneys whether payable to His Majesty or the manager under an agreement for the supplying of water to land for irrigation or domestic purposes, including moneys assigned to His Majesty by the agreement forming Schedule I or otherwise under this Act, are hereby declared to be a first lien and charge upon all crops and other farm produce grown or produced on the land covered by the agreement and upon the amount remaining unpaid of the sale price thereof until it has been paid in full; and upon the manager delivering to a buyer thereof a demand in writing for the amount of the moneys hereby declared to be a first lien and charge upon the amount remaining unpaid of the sale price thereof, the buyer shall out of the amount remaining unpaid then in his hands, pay the amount of such moneys to the manager in priority to all other claims and demands whatsoever.

Recovery of Rates.

40.—(1) All water rates or arrears of water rates due to the manager may be recovered by suit in the name of the manager as a debt due to him.

(2) In any such suit the water rates ledger shall be *prima facie* evidence of the debt, and of the facts therein set down.

41.—(1) In case moneys owing to His Majesty or the manager under an agreement for the supplying of water to land for irrigation or domestic purposes, including moneys assigned to His Majesty by the agreement forming Schedule I, or moneys payable otherwise under this Act are not paid within thirty days from the mailing of a notice to pay addressed to the person who, according to the records of the manager, is responsible for payment of the same as shown by the said records, the manager may by himself or his agent levy the same with costs by distress,—

- (a) upon all goods and chattels situate within the area served by the undertaking and works or any extension or addition thereto belonging to the owner, purchaser, lessee or occupant or occupier of the land covered by the agreement for the supplying of water, or any of them (each of which persons shall hereinafter be included in the term "any person benefited"); or
- (b) upon the interest of any person benefited in any goods or chattels found on the land, including his interest in any goods or chattels to the possession of which he is entitled under a contract by which he may become the owner thereof upon performance of any condition; or
- (c) upon any goods or chattels on the land, where the title to the goods or chattels is claimed in any of the following ways:
 - (i) by virtue of an execution against any person benefited; or

- (ii) by purchase, gift, transfer, or assignment from any person benefited, whether absolute or in trust, or by way of mortgage or otherwise; or
- (iii) by the wife, husband, daughter, son, daughter-in-law, son-in-law, of any person benefited or by any relative of his in case such relative lives on the land as a member of the family; or
- (iv) by virtue of any assignment or transfer made for the purpose of defeating distress; or
- (v) by virtue of *The Crop Payments Act*, the provisions of which Act shall have no application to any crops seized under the provisions of this section.

(2) The provisions of *The Seizures Act* shall not apply to any distress made under this section.

42. The manager with respect to goods and chattels distrained shall have the same powers and duties as a treasurer under *The Irrigation Districts Act*, and for that purpose the provisions of sections 161 and 162 of that Act shall apply in so far as they may be made applicable the necessary changes being made.

43.—(1) The provisions of *The Irrigation Districts Act* relating to the irrigation rates enforcement return shall be applicable to this Act and for that purpose,—

- (a) the manager shall have the same powers and duties as the treasurer of the district;
- (b) sections 164 to 177 inclusive, and Form J of *The Irrigation Districts Act* shall apply in so far as they are applicable; and
- (c) the word “manager” shall be substituted for the word “board” wherever the latter shall appear in the said sections.

(2) Notwithstanding anything contained in this Act, no lands vested in the St. Mary and Milk Rivers Development colonization manager shall be placed upon the rate enforcement return of the district.

44. Where personal property liable to seizure under the provisions of section 41 of this Act for moneys owing under an agreement for the supplying of water or otherwise is under seizure or attachment or has been seized by the sheriff or by a bailiff of any court or is claimed by or in possession of any assignee for the benefit of creditors or liquidator or of any trustee or authorized trustee in bankruptcy or where such property has been converted into cash and is undistributed, it shall be sufficient for the manager to give to the sheriff, bailiff, assignee or liquidator or trustee or authorized trustee in bankruptcy, notice of the amount due under the agreement, and in such case the sheriff, bailiff, assignee or liquidator or trustee or author-

ized trustee in bankruptcy shall pay the amount of the same to the manager in preference and priority to any other and all other fees, charges, liens or claims whatsoever.

Right of Expropriation.

45. The Minister may acquire or expropriate any lands or property in whomsoever vested which he deems necessary, advisable or expedient in connection with extending, adding to, maintaining or operating the undertaking or works and for the purpose of so doing he shall have the same powers and proceed in the same manner in respect of lands so required as the Minister of Public Works under the provisions of *The Public Works Act* relating to the expropriation of lands and the relevant provisions of that Act including the provisions with respect to compensation shall apply in so far as they are applicable.

46.—(1) The provisions of *The Irrigation Districts Act*, Part VI, relating to the expropriation of land shall be applicable to this Act, and for that purpose the manager shall have the same powers and duties as the board of trustees or any officer thereof under *The Irrigation Districts Act*, and sections 182 to 186 of the said Act shall apply.

(2) The manager shall have power to expropriate under the provisions of Part VI of *The Irrigation Districts Act* as if it were land required for the works outside the district, any lands wheresoever situated which may be needed in connection with the operation or maintenance or administration of the irrigation works or the affairs of the district either for the purpose of avoiding damage or erection of necessary buildings, or for any other purpose whatsoever and also any lands with respect to which a claim for damages through the construction, operation or maintenance of the irrigation or drainage works of the district has been made.

Executions Against the Manager.

47. The provisions of *The Irrigation Districts Act*, Part VII, relating to executions against the board shall in so far as the same may be applicable, apply to this Act, and for that purpose the manager shall have the same powers and duties as the board of trustees or any officer thereof under *The Irrigation Districts Act*, and sections 187 and 188 thereof shall apply in so far as they may be made applicable the necessary changes being made.

Penalties.

48. Every person who interferes, molests or hinders in his work any person lawfully engaged in carrying out any of the provisions of this Act shall be guilty of an offence and liable on summary conviction to a penalty not exceeding twenty dollars, or to imprisonment for a term not exceeding two months, or to both fine and imprisonment.

49. Any person who carelessly or wilfully or without authority tampers with any weir or gate or takes or diverts water from any of the irrigation works or does anything which may interfere in any way with the flow of water in, into, through or from the same, shall be guilty of an offence and liable on summary conviction to a penalty not exceeding two hundred dollars, or to imprisonment for a term not exceeding one year, or to both fine and imprisonment.

50. Any person who carelessly or wilfully breaks, cuts or fills up or otherwise injures any irrigation work shall be guilty of an offence and liable on summary conviction to a fine not exceeding one hundred dollars and costs and in default of payment after conviction may be imprisoned for a period not exceeding sixty days and the justice of the peace hearing the case may further order the offender to forthwith repair any damage or remove any obstruction as aforesaid.

51. Any person who deposits or causes or allows to be deposited along the bank of any irrigation canal or ditch, or who throws into the same any filthy, impure or deleterious matter or substance of any kind shall be guilty of an offence and liable upon summary conviction to a penalty not exceeding twenty dollars or to imprisonment for a term not exceeding two months, or to both fine and imprisonment.

52. Any person who disobeys any regulation, rule or by-law made by the manager under the provisions of this Act shall be guilty of an offence and liable on summary conviction to a penalty not exceeding fifty dollars.

53. If any person makes a fraudulent assessment or wilfully or fraudulently inserts in the water rates ledger the name of any person which should not be entered therein, or wilfully or fraudulently omits the name of any person which should be inserted therein, or wilfully neglects any duty required of him by this Act, he shall be guilty of an offence and liable on summary conviction to a penalty not exceeding one hundred dollars for each offence.

PART II

Colonization Manager.

54. In this Part, unless the context otherwise requires,—

- (a) “colonization manager” means the St. Mary and Milk Rivers Development colonization manager as constituted by this Act;
- (b) “farming necessities” means all such things as are necessary or proper for the purpose of working a farm in the proper course of husbandry and such things as are declared in general to be such necessities by the Lieutenant Governor in Council.

55.—(1) The Lieutenant Governor in Council may at any time and from time to time appoint a person to be known as the St. Mary and Milk Rivers Development colonization manager.

(2) Such person may be the manager of the St. Mary and Milk Rivers Development appointed pursuant to section 12 of Part I of this Act.

(3) the colonization manager shall, —

- (a) have such powers and duties as are prescribed by the order appointing him and by this Act; and
- (b) be paid such salary as is specified therein; and
- (c) hold office during pleasure.

(4) The head office of the colonization manager shall be situated at Lethbridge.

56.—(1) The Lieutenant Governor in Council may at any time and from time to time appoint some person who may in the absence of the colonization manager and subject to any special directions of the colonization manager, do any act authorized or required by this Act to be done by the colonization manager.

(2) Such person may be the same person appointed pursuant to section 13 of Part I of this Act.

(3) Whenever it appears that such person has so acted, it shall be conclusively presumed that he has so acted in the absence of the colonization manager.

57.—(1) The colonization manager may appoint all such officers, inspectors, field men, clerks or other persons as are required for the operation or carrying out of this Part, dismiss the same, assign them their titles, define their respective duties and powers and to pay the salaries or remuneration of all such persons.

(2) The colonization manager may engage the services of experts and persons engaged in the practice of a profession and fix the salaries or remuneration of all such persons.

58. The person for the time being holding the office of St. Mary and Milk Rivers Development colonization manager shall be by that name a corporation sole and shall have perpetual succession with the power and capacity to,—

- (a) acquire and hold in that name lands, securities and other real and personal property of every description;
- (b) sue and be sued;
- (c) execute instruments using an official seal;
- (d) make leases;
- (e) enter into engagements binding on himself and his successors in office; and
- (f) do all other things necessary or expedient to be done in the execution of the duties of his office.

59.—(1) There shall be an advisory committee appointed by the Minister whose function shall be to advise the colonization manager.

(2) The Minister may make all necessary rules and regulations respecting the same, the remuneration, rights, powers and duties thereof, and covering all matters thereto appertaining, and such rules and regulations shall have effect as if set out in this Act.

60.—(1) All lands and property vested in the St. Mary and Milk Rivers Development colonization manager shall be held in trust for His Majesty for the purposes of this Act.

(2) Where any land is held by any person under a lease from the colonization manager, the colonization manager is hereby authorized and empowered to pay to the manager the water rates, and to the municipality in which the land is situate, all taxes for any year out of the rent collected by him for that year, and in case there is not sufficient revenue to pay both, he shall pay the manager and the municipality *pro rata* according to the amount owing for water rates and taxes respectively.

61. All lands which, after becoming the property of the manager under the provisions of this Act, have been offered for sale and have not been sold, shall be transferred by such manager to the colonization manager as trustee for His Majesty as aforesaid, excepting always all lands which are required by the manager in connection with the operation of the district.

62.—(1) The colonization manager may sell or may agree to sell any land acquired by him pursuant to this Act, at such price and upon such terms and conditions as to payment, or otherwise, as may be from time to time prescribed by the Lieutenant Governor in Council and may by himself, his agents, servants or nominees cultivate and carry on all farming operations on any or all lands vested in him.

(2) If default is made in the due payment of any sum payable under any agreement for sale of any land, the colonization manager may, with the approval of the Lieutenant Governor in Council, declare the agreement for sale cancelled and thereupon such lands shall forthwith vest in the colonization manager as if the agreement for sale had not been made, and all the rights of any persons depending upon the agreement for sale shall cease and determine, and any moneys paid in respect of the agreement for sale shall be forfeited to His Majesty.

(3) Every instrument effecting any sale of land by the colonization manager and every instrument cancelling any such sale shall be made in triplicate and one copy of each of such instrument shall be filed in the office of the colonization manager and shall be there recorded, and every instrument so filed and the record thereof shall be open to inspection at all reasonable times.

63. The colonization manager shall not be liable to any action or proceeding or otherwise howsoever for any act done by him in the professed execution of his duties as colonization manager, unless a fiat authorizing the action or proceeding has been obtained from the Attorney General.

64. Subject to the provisions of any order in council from time to time appointing the colonization manager, or defining his powers and duties, the colonization manager shall have the following functions, duties and powers,—

- (a) to enter into agreements conferring upon him assignable options for the purchase of parcels of land within, without, or partially within and partially without the district and to conduct negotiations for the sale or other disposal of such lands;
- (b) to acquire by gift or to purchase or enter into agreements for the purchase of lands within, without, or partially within and partially without the district;
- (c) to lease such lands as the colonization manager may have in his possession or control on such terms and conditions as the colonization manager may deem proper;
- (d) to purchase and sell to water users, building material or buildings on such terms and conditions as the colonization manager may deem proper or to make loans for the purchase of the same;
- (e) to purchase and to sell to water users, live stock on such terms and conditions as the colonization manager may deem proper or to make loans for the purchase of the same;
- (f) to expend money upon advertisements and other publicity, and to encourage colonization and settlement of irrigable lands generally by all similar or appropriate means;
- (g) to purchase and sell to water users, farming necessities on such terms and conditions as the colonization manager may deem proper, or to make loans for the purchase of the same.

65.—(1) The colonization manager, with the approval of the Lieutenant Governor in Council, may prescribe the forms to be used in carrying out the provisions of this Act and with the approval make such regulations not inconsistent with this Act as he deems proper for carrying out the provisions of the same, and for the efficient administration thereof.

(2) Such regulations shall have the same force as if they formed part of this Act and may, with the approval of the Lieutenant Governor in Council, be repealed by the colonization manager.

66.—(1) The colonization manager may, for the purposes of this Act and with the approval of the Lieutenant

Governor in Council, borrow money from any chartered bank or other similar institution upon such terms and conditions and with such times of repayment as the colonization manager thinks proper.

(2) The Lieutenant Governor in Council may guarantee any loan made to the colonization manager under the provisions of this Act.

(3) The colonization manager may, for the purpose of securing the repayment of any money borrowed by him pursuant to this section, assign to the lender by way of security any moneys for the time being receivable or thereafter to become receivable by him in respect of any money at any time expended for or lent to any person by the colonization manager under the authority of this Act, and the benefit of any securities which the colonization manager has for enforcing the payment thereof.

(4) The colonization manager may prescribe the security to be given for any loans made by him under the provisions of this Act, the time or times at which the instalments by which and the other conditions subject to which such loans shall be made and the manner and dates of repayment thereof.

(5) Where the colonization manager has taken security upon any lumber or other material which has been annexed to a parcel of land in the form of a building or otherwise howsoever, such lumber or other material shall, as between the person giving the security thereon and the colonization manager, remain a chattel or chattels notwithstanding that they would otherwise be deemed to form part of the realty.

(6) All money lent by the colonization manager under the provisions of this Act shall be expended under his supervision.

67.—(1) No money shall be expended for or lent to any one water user for the or any of the purposes set out in section 64, clauses (d), (e) and (g), in excess of the aggregate sum of fifteen hundred dollars.

(2) All moneys expended for or lent to any water user for the purposes hereinbefore mentioned are hereby declared to be a first lien and charge upon all crops and other farm produce grown or produced by the water user in the year in which the money is expended or lent and in every year thereafter, and upon any proceeds of the sale of such crops and produce until the same have been paid in full, and upon the colonization manager delivering to a buyer thereof a demand in writing for the amount of money hereby declared to be a first lien and charge upon any proceeds of the sale, the buyer shall, out of such proceeds then remaining in his hands, pay the amount of the demand to the colonization manager in priority to all other claims and demands whatsoever.

(3) The colonization manager may by himself or his agent enforce the lien and charge upon the crops and produce subject to the charge by distress, seizure and sale of such crops and produce in any manner the colonization manager may deem proper, and none of the provisions of *The Seizures Act* shall apply to any such distress, seizure or sale.

(4) Where any crops or other farm produce liable to seizure for moneys expended or lent as hereinbefore provided are under seizure or attachment or have been seized by the sheriff or by a bailiff of any court or are claimed by or in possession of any assignee for the benefit of creditors, or liquidator or of any trustee or authorized trustee in bankruptcy or where such crops or produce have been converted into cash and are undistributed, it shall be sufficient for the colonization manager to, and he shall give to the sheriff, bailiff, assignee or liquidator or trustee or authorized trustee in bankruptcy, notice of the amount due him, and in such case the sheriff, bailiff, assignee or liquidator or trustee or authorized trustee in bankruptcy, after deducting the lawful costs, charges and expenses of and incidental to the making and carrying out of the seizure, shall pay the amount of the same to the colonization manager in preference and priority to any other and all other fees, charges, liens, or claims whatsoever.

(5) Where the proceeds of the sale of any such crops or produce have been attached by garnishment proceedings, it shall be sufficient for the colonization manager to, and he shall give the garnishee notice of the amount due to him, and in such case the garnishee shall pay the same to the colonization manager in preference and priority to any other and all charges, liens or claims whatsoever.

(6) Notwithstanding anything contained in section 66, the provisions of this section shall be subject to the provisions of section 73.

68.—(1) Whenever any land subject to a first mortgage has been offered for sale under rate enforcement proceedings and remains unsold in the ownership of the manager, the colonization manager shall have power to make an agreement with the persons, other than the manager, interested in the land or any of them, to the effect that in consideration of the first mortgagee agreeing to release his mortgage the colonization manager will, upon transfer of the land to him by the manager, hold it upon trust to sell the same and to divide the proceeds thereof, less a proper sum for the costs thereof, amongst the parties to the agreement and in such shares as may be set out therein.

(2) The government and every municipal district or school district may agree to accept any sum as a discharge in full of its claim upon or to the land or proceeds of sale thereof.

(3) The manager shall transfer the land to the colonization manager forthwith after receiving notice from him that any such agreement as aforesaid has been entered into.

69. Upon the vesting of any land in the colonization manager or the making of any agreement for water right payments the Provincial Treasurer shall pay out of moneys appropriated for the purpose by the Legislature such sum or sums as is or are required to discharge the water rates or other charges which have been or may be imposed upon the lands under the provisions of this Act.

70.—(1) The colonization manager shall be responsible for the collection of water right payments on lands whether inside or outside the district and the manager shall remit to him such sums as are from time to time paid to the manager for water right payments under the provisions of section 29, and by virtue of any agreement relating thereto.

(2) The colonization manager may enter into contracts pertaining to water right payments on lands outside the district.

(3) The colonization manager shall have all the rights, powers, privileges and duties with respect to the water right payments on lands whether inside or outside the district as are conferred or may be conferred on the manager with respect to water right payments by section 29 or under any agreement made between the manager and any person.

71.—(1) The colonization manager shall prepare and keep in his office a ledger which shall be called the water right payment ledger in which he shall set down such of the following as shall be applicable in each case:

- (a) the names of the owner, and if any, the names of the purchaser, lessee, or occupier or occupant and each of them, of each parcel of land in the district or upon which a water right payment has been imposed although outside the district and his or their post office address if known, indicating after each name whether the same is that of an owner, purchaser, lessee or occupier or occupant;
- (b) the description of the parcel of land;
- (c) the amount imposed for the water right payment or owing with respect thereto under any agreement providing for payment of the same;
- (d) the amounts paid and remaining unpaid from time to time for the water right payment, including penalties and interest thereon.

(2) The water right payment ledger shall remain in the office of the colonization manager and shall be open for inspection at all reasonable times.

(3) The colonization manager shall record with the date of receipt all amounts paid to him for water right payments in the water right payment ledger under the legal description of the parcel of land in respect of which payment is made, and he shall issue an official receipt for every payment.

72. All books and records pertaining to the work carried on by the colonization manager under this Act shall be at all

times subject to examination and audit by the Provincial Auditor or by such other person as the Lieutenant Governor in Council may authorize in that behalf.

73. The colonization manager shall annually make a report to the Lieutenant Governor in Council which shall contain,—

- (a) a statement of the nature and amount of business transacted during the year;
- (b) a statement of assets and liabilities and such other accounts as may be necessary to show the results of the operations of the colonization manager for the year;
- (c) such general information as may be necessary to give complete presentation of all important operations of the colonization manager.

74. Whenever there is any discrepancy between the provisions of Part I and Part II the provisions of Part I shall prevail.

75. Notwithstanding anything contained in this Act, in case of conflict, and as between themselves, the following liens and charges created under the provisions of this Act shall have priority according to the following order and moneys recovered thereunder shall be applied and paid out accordingly,—

- (a) liens and charges with respect to water rates;
- (b) liens and charges arising under the provisions of section 31;
- (c) liens and charges arising under the provisions of section 67;
- (d) liens and charges with respect to water right payments.

76. *The St. Mary and Milk Rivers Development Act*, being chapter 5 of the Statutes of Alberta, 1946, is hereby repealed.

77. This Act shall come into force on the day upon which it is assented to.

SCHEDULE I.

This Agreement made in duplicate this 23rd day of March, A.D. 1946.
Between:

HIS MAJESTY KING GEORGE VI, in the right of and for the benefit of His Province of Alberta, represented herein by the Minister of Agriculture and in charge of Water Resources of the said Province (hereinafter called the "Province")

Of the First Part,

— and —

CANADIAN PACIFIC RAILWAY COMPANY, (hereinafter called the "Pacific Company")

Of the Second Part,

— and —

THE ALBERTA RAILWAY AND IRRIGATION COMPANY, (hereinafter called the "Irrigation Company")

Of the Third Part.

Whereas the Alberta Irrigation Company was incorporated by a Charter granted pursuant to an Act of the Government of Canada, 56 Victoria, chapter 69, which Charter was revived by Act of the Government of Canada, 59 Victoria, chapter 44;

And whereas the name of "The Alberta Irrigation Company" was by 62 and 63 Victoria, chapter 93, changed to "The Canadian North West Irrigation Company";

And whereas the Alberta Railway and Coal Company was incorporated by Acts of the Government of Canada, 1884, 47 Victoria, chapter 86, and 1889, 52 Victoria, chapter 50 as amended by 1890, 53 Victoria, chapter 85, and 1891, 54 Victoria, chapter 77;

And whereas the St. Mary's River Railway Company was incorporated by Act of the Government of Canada; 1900, 63 Victoria, chapter 79;

And whereas The Alberta Railway and Irrigation Company was incorporated by 4, Edward VII, chapter 43, and by Proclamation pursuant to said Act was amalgamated with The Canadian North West Irrigation Company, the Alberta Railway and Coal Company and The St. Mary's River Railway Company under the name of The Alberta Railway and Irrigation Company;

And whereas by Lease made the 5th day of October, 1911, between the Irrigation Company and the Pacific Company, duly authorized by the various Acts of the Parliament of Canada therein recited, and approved at meetings of the shareholders of the Irrigation Company and the Pacific Company as therein recited, the Irrigation Company leased to the Pacific Company the whole of the railways and branches which the Irrigation Company had been by law authorized to construct, and the Pacific Company became entitled as purchaser to the beneficial interest of the Irrigation Company in the undertaking and works hereinafter described and generally all the assets and properties of the Irrigation Company other than the said demised railway, subject to the rights of the holders of certain debenture stock secured by a Trust Deed dated the 31st day of October, 1904, and made between the Irrigation Company, of the one part, and the Trustees, Executors and Securities Insurance Corporation, Limited, of the other part, which said debenture

stock the Irrigation Company and the Pacific Company represent and warrant to the Province has been fully paid and satisfied and has been duly cancelled.

And whereas The Canadian North West Irrigation Company, The Alberta Railway and Coal Company and the St. Mary's River Railway Company are hereinafter referred to as "the original companies";

And whereas the Irrigation Company owns, maintains and operates in the southern portion of the Province of Alberta in an area east, south and south-west of the City of Lethbridge an undertaking and "works" (as works are defined by the *Irrigation Act*, R.S.C., 1927, chapter 104) for the irrigation of lands in said area;

And whereas it has been agreed that the Province shall acquire the said undertaking and works and maintain and operate the same or provide for such maintenance and operation;

And whereas the said original companies and the Irrigation Company have heretofore entered into certain Agreements providing for the supply of water for the irrigation of lands in said area;

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Irrigation Company and the Pacific Company shall assign and transfer and do hereby assign and transfer to the Province the entire undertaking and works (as works are defined by the said *The Irrigation Act*) comprised in the said area, east, south and south-west of the City of Lethbridge including all telephone lines and facilities used and operated in connection with the said undertaking except telephone lines and facilities located on the property owned and operated as a railway by the Irrigation Company or the Pacific Company and including all rights-of-way and easements for rights-of-way for canals, reservoirs and structures, together with all powers, rights and privileges acquired by the Irrigation Company or the said original companies from the Dominion of Canada or the Province of Alberta, pursuant to the provisions of the *Irrigation Act*, R.S.C., 1927, chapter 104, or *The Water Resources Act*, R.S.A., 1942, chapter 65, or otherwise howsoever, to take water from the St. Mary's River, also known as the St. Mary River, and other rivers, streams and water courses in southern Alberta and to deliver the same for irrigation purposes and to collect rentals and other payments as hereinafter provided.

2. The Irrigation Company and the Pacific Company shall assign and transfer and do hereby assign and transfer to the Province the lands described in Schedule "A" hereto, together with all buildings and improvements thereon.

3. The Irrigation Company and the Pacific Company shall deliver to the Province the duplicate certificates of title covering all lands to be transferred under this agreement and all maps, plans, blue-prints and records required

by the Province relating to the said undertaking and works which are in the possession of the said companies or either of them and will furnish to the Province on request all information which the Province may require from the records or files in possession of the said companies or either of them relating to the said undertaking and works.

4. Nothing in this agreement contained shall operate to transfer to the Province the mines and minerals (which without restricting the generality thereof, shall be deemed to include all gas and petroleum) belonging to the Irrigation Company or the said original companies, which may be found to exist in, upon or under the lands and works agreed to be transferred to the Province, but all such mines and minerals shall be excepted and reserved to the Irrigation Company or the said original companies, together with full power to the Irrigation Company and the said original companies, their respective successors and assigns, to work the same;

Provided that said exception and reservation shall not confer on the Irrigation Company or the said original companies or their respective successors and assigns, any right, power or privilege to work the said mines and minerals under any portion of the said undertaking or works or within one hundred (100) yards therefrom without the leave of the Minister of the Province in charge of the administration of Water Resources, which leave shall not be unreasonably withheld, and on application to the said Minister for such leave the provisions of section 84 of *The Railway Act*, R.S.A. 1942, chapter 197, shall *mutatis mutandis* apply.

5. The Irrigation Company and the Pacific Company do hereby each assign and transfer to the Province all its right, title and interest in and to all horses, machinery, equipment and other chattels of every description heretofore used in connection with the said undertaking and works and all stores and supplies at Lethbridge or elsewhere purchased for use on the said undertaking and works.

6. The Irrigation Company shall assign and transfer and does hereby assign and transfer to the Province all its right, title and interest in and to any and all agreements for the supplying of water in the said area, heretofore issued by the Irrigation Company or any one of said original companies and subsisting at the date of this agreement as same are detailed in Schedule "B" of this agreement, and all benefit and advantage to be derived therefrom and all monies due as at the first day of February, A.D. 1946, which accrued due thereunder subsequent to the 30th day of April, A.D. 1944, and all monies to accrue due hereafter subject however to the observance and performance by the Province of all covenants on the part of the Irrigation Company or the said original companies therein contained, which the Province covenants with the Irrigation Company to observe and perform; provided that no water agreements shall be deemed to be in default by reason of arrears of water rent and

interest which accrued due thereunder prior to the 1st day of May, A.D. 1944; and provided also that any monies collected by the Irrigation Company and the Pacific Company prior to 1st February, 1946, on account of rentals accruing due in 1946 or thereafter shall belong to and be accounted for to the Province.

7. The Irrigation Company agrees to furnish the Province with a list duly certified by the Manager of the Department of Natural Resources of the Pacific Company of the moneys owing under the Water Agreements as at the 1st day of February, A.D. 1946, and assigned to the Province by this Agreement, giving in the said list the legal description of each parcel of land involved and showing with respect to each parcel the amount owing and the name of the person who according to the records of the Irrigation Company or the Pacific Company is responsible for payment of the same and that the Irrigation Company and the Pacific Company and each of them will execute all documents and at the request and expense of the Province do all acts and other things requested to enable the Province to obtain payment of the said monies, and the Irrigation Company and the Pacific Company covenant and agree with the Province that the said list is a correct statement of the amounts due and owing under said water agreements and that said companies will make good to the Province any amounts shown by said list to be due and owing but which are, in fact, not so due and owing.

8. The Irrigation Company and the Pacific Company shall deliver to the Province the duplicates of the water agreements detailed in Schedule "B" of this agreement and all correspondence, files and records in the possession of the said companies or either of them relating to the said water agreements.

9. The Irrigation Company and the Pacific Company will for a period of seven years from the date of this agreement, each keep in such manner as to be readily available at all reasonable times for inspection by the Province all correspondence, files and records to which the Province is entitled under the provisions of paragraphs 3 and 8 of this agreement and which may not have been delivered to the Province.

10. Any monies which have been assigned to the Province by paragraph 6 hereof and which may be collected by the Irrigation Company and the Pacific Company on and after the first day of February, 1946, shall be for the account of the Province.

11. Nothing herein contained shall be construed as conveying to the Province any property, real or personal, acquired, held, owned, operated or used by the Irrigation Company or the Pacific Company for purposes other than the said undertaking and works.

12. The Irrigation Company and the Pacific Company agree to continue the operation of the undertaking and

works hereby transferred up to the date possession of the same is delivered to the Province.

13. The Irrigation Company and the Pacific Company agree to deliver possession of the said undertaking and works to the Province on such date as the Province may request possession of the same, being not more than thirty days after this Agreement is ratified by Statute of the Legislature of the Province of Alberta.

14. The Pacific Company covenants to pay to the Province the sum of One Hundred Thousand Dollars (\$100,000.00) in lawful money of Canada at the City of Edmonton in the Province of Alberta as follows: \$40,000.00 on the date possession of the said undertaking and works is taken by the Province and the balance of \$60,000.00 within sixty days thereafter;

Provided and it is hereby agreed that the Pacific Company may deduct from the said payment of \$60,000.00 the following:

(a) All monies expended by the Irrigation Company and the Pacific Company in respect of the operation, maintenance, renewal or repair of the said undertaking and works during the period from the first day of January, A.D. 1946, until the date possession of the said undertaking and works is delivered to the Province.

(b) All monies paid or to be paid by the Pacific Company for supplies and equipment not coming within the provisions of subparagraph (a) of this paragraph, ordered for use on the said undertaking and works and delivered subsequent to the 31st day of December, A.D. 1945 and prior to the date of the \$60,000.00 payment.

(c) The sum of \$15,000.00 in respect of water rentals owing to the Irrigation Company and assigned to the Province by paragraph 6 hereof.

15. The Irrigation Company and the Pacific Company agree that all goods, materials, supplies and equipment in respect of which deduction is made under the provisions of subparagraphs (a) and (b) of paragraph 14 shall thereupon become the absolute property of the Province and the deductions made under the provisions of the said subparagraphs (a) and (b) shall constitute full payment by the Province for the same.

16. The Province agrees to accept and does hereby accept from the Irrigation Company and the Pacific Company the assignment and transfer of the undertaking and works and of the lands and water agreements all as above described and except with regard to damages sustained by third parties, liability for which arose prior to possession being delivered to the Province, agrees to assume and to save harmless and indemnify the Irrigation Company and the Pacific Company against and does hereby assume and indemnify the Irrigation Company and the Pacific Company

against all and every liability which now exists or hereafter may exist or arise against the Irrigation Company or the Pacific Company relating to the said undertaking and works or the said lands or any of the water agreements all as hereinbefore transferred, or the operation, maintenance, renewal or repair of said undertaking or works or any portion thereof or the covenants on the part of the Irrigation Company or the said original companies contained in said water agreements or any of them.

17. The Province shall assign and transfer, and does hereby assign and transfer to the Irrigation Company, the lands and easements described in Schedule "C" hereto, together with all buildings and improvements on said lands.

18. (1) The Water service accorded by the Province to the lessees named in the said Agreements listed in Schedule "B" hereto and persons who may become lessees pursuant to paragraphs 26 and 27 hereof, or to the districts named in paragraphs 23, 24 and 25 hereof, except with respect to any lessee or district in default under his or its Agreement, shall not be inferior in kind, amount or manner to that supplied by the Irrigation and Pacific Companies to the said lessees and to the said districts, or to that supplied to other water users served by the said undertaking or works, or any extension or increase in storage thereof whose water rate is the same as the said lessees. The Province will not serve, or permit to be served, by the said undertaking or works, or any extension or development thereof, a larger total area than that now being served and that which the Province by the provisions of this Agreement has agreed to serve by the said undertaking and works until the water supply has been so increased by additional storage as to provide for the existing area the prevailing duty of water as fixed and provided by the rules and regulations now or hereafter made and prescribed under and by virtue of *The Irrigation Act* (Dominion) or *The Water Resources Act*, R.S.A. 1942, chapter 65, and amendments thereto, for irrigation purposes provided that the Province shall at all times be at liberty to use surplus water from the present works to supply additional lands to those now being served.

(2) The said lessees or the said districts shall not be charged, nor shall their lands be charged, with any part of the actual costs of any reservoirs or storage which may hereafter be constructed or are now being constructed by way of extension of or addition to the said undertaking and works.

(3) The water rentals presently charged the said lessees and the said districts by the Irrigation Company and the Pacific Company will not be increased or added to by the Province unless or until a water service is given by the Province in excess of, or in addition to, that required by the said Agreements.

(4) For the purposes of this section the term "Lessee" shall mean the lessees named in the Agreements listed in

Schedule "B" hereto, their heirs, executors, administrators and assigns.

19. The Irrigation Company and the Pacific Company shall not be under any liability as and from the 1st day of January, A.D. 1946, for any taxes, rates and assessments which may on or subsequent to that date be levied or imposed, pursuant to any statute or statutory regulations of the Province of Alberta, on the said undertaking and works or on the lands and easements transferred to the Province by the Irrigation Company, and the Province does hereby assume as and from the 1st day of January, A.D. 1946, all and every obligation, liability and duty which may heretofore have rested upon the Irrigation Company or the Pacific Company with regard to the said undertaking and works pursuant to the provisions of *The Irrigation Act, Canada*, 1927, R.S.C. chapter 104, or *The Water Resources Act*, R.S.A. 1942, chapter 65, and any authorization or license issued pursuant to the said statute or either of them.

20. The Irrigation Company and the Pacific Company agree to waive and do hereby waive any claim which the Irrigation Company or the Pacific Company might hereafter have against the Province by reason of damage to the Railway or to the property of the Irrigation Company or the Pacific Company used and held for railway operating purposes resulting from seepage or from failure of any of the works of the Province, and not attributable to the negligence of the Province, its agents or servants, it being agreed that negligence shall not be imputed to the Province so long as the works from which such damage results are maintained and operated in a reasonable conformity with the standard of maintenance and operation hitherto maintained by the Irrigation Company or the Pacific Company.

21. The Irrigation Company and the Pacific Company and the Province agree that in all cases where the Railway lines of either company have been or are constructed subsequent to, and have been or are carried across, over or under any of the works transferred to the Province, the expense of maintaining, repairing and renewing all structures by which the said railway lines are so carried across, over or under the said works shall be borne by the Irrigation Company and the Pacific Company; and that where the works transferred to the Province are carried across, over or under the railway lines of the Irrigation Company or the Pacific Company and were constructed subsequent to the construction of such railway lines, the expense of maintaining, repairing and renewing the structures by which the works transferred to the Province are so carried across, over or under the said railway lines shall be borne by the Province;

Provided that the cost of reconstruction or rehabilitation of any structures, canals or other works, the use of which was discontinued prior to this Agreement, and of the future operation, maintenance, repair or renewal thereof, shall be borne by the Province.

22. The Irrigation Company and the Pacific Company covenant with the Province to indemnify and save harmless the Province and any organization to which the undertaking and works or any part thereof may be transferred from and against any liability which may or could attach to any of the works, lands, chattels, real or personal, *choses in action* or other assets or property hereby assigned or transferred or agreed to be assigned or transferred, under or by virtue of any bonds, debentures, notes or other securities heretofore issued by the Irrigation Company or the Pacific Company or any Trust Indenture securing the same.

23. The Irrigation Company does hereby represent to the Province that there are outstanding between the Irrigation Company and the Board of Trustees of the Taber Irrigation District two Agreements dated respectively 12th July, 1919, and 8th June, 1928, and forming Scheduled "D" and "E" to this Agreement and with respect to the said two agreements the Province and the Irrigation Company mutually covenant and agree as follows:

(a) The Irrigation Company does hereby assign and transfer to the Province all the right, title, benefit and interest of the Irrigation Company in and to each and every covenant contained in said Agreements on the part of said Trustees, except in so far as said covenants relate, refer or apply to the debentures provided for by said Agreements and the payment thereof, it being understood and agreed by and between the Province and the Irrigation Company that the said debentures shall remain the property of the Irrigation Company and that the Province shall have no interest in same or the monies represented thereby.

(b) The Province will perform and fulfil, and will indemnify and save harmless the Irrigation Company against the performance and fulfillment of each and every covenant and obligation contained in said Agreements on the part of the Irrigation Company, except in so far as said covenants and obligations may relate to said debentures or the payment thereof.

(c) The Province will observe, carry out and fulfil each and every promise or concession which the Irrigation Company or the Pacific Company may have made in writing to said Trustees with respect to the carrying out and performance of said two Agreements by said Trustees, except that nothing in this paragraph contained shall apply to said debentures or the payment thereof.

24. The Irrigation Company does hereby represent to the Province that there are outstanding between the Irrigation Company and the Board of Trustees of the Magrath Irrigation District two Agreements, dated respectively the 18th day of June, 1926, and the 21st day of March, 1932, and forming Schedules "F" and "G" to this Agreement, and with respect to said Agreements the Province and the Irrigation Company mutually covenant and agree as follows:

(a) The Irrigation Company does hereby assign and transfer to the Province all the right, title, benefit and interest of the Irrigation Company in and to each and every covenant and Agreement contained in said Agreements on the part of said Trustees except in so far as said Covenants and Agreements relate, refer or apply to the debentures provided for by said Agreements and the payment thereof, it being understood and agreed by and between the Province and the Irrigation Company that the said debentures shall remain the property of the Irrigation Company and that the Province shall have no interest in same or the monies represented thereby.

(b) The Province will perform and fulfil and will indemnify and save harmless the Irrigation Company against the performance and fulfillment of each and every covenant and obligation contained in said Agreements on the part of the Irrigation Company, except in so far as said Covenants and obligations may relate to said debentures or the payment thereof.

(c) The Province will observe, carry out and fulfil each and every promise or concession which the Irrigation Company or the Pacific Company may have made in writing to said Trustees with respect to the carrying out and performance of said Agreements by said Trustees, except that nothing in this paragraph shall apply to said debentures or the payment thereof.

25. The Irrigation Company does hereby represent to the Province that there is outstanding between the Irrigation Company and the Board of Trustees of the Raymond Irrigation District an Agreement dated the 12th day of May, 1926, and forming Schedule "H" to this Agreement, and with respect to said Agreement the Province and the Irrigation Company mutually covenant and agree as follows:

(a) The Irrigation Company does hereby assign and transfer to the Province all the right, title, benefit and interest of the Irrigation Company in and to each and every covenant contained in said Agreement on the part of said Trustees except insofar as said covenants relate, refer or apply to the debentures provided for by said Agreement and the payment thereof, it being understood and agreed by and between the Province and the Irrigation Company that the said debentures shall remain the property of the Irrigation Company and that the Province shall have no interest in same or the monies represented thereby.

(b) The Province will perform and fulfill and will indemnify and save harmless the Irrigation Company against the performance and fulfillment of each and every covenant and obligation contained in the said Agreement on the part of the Irrigation Company, except insofar as said covenants and obligations may relate to said debentures or the payment thereof.

(c) The Province will observe, carry out and fulfill each and every promise or concession which the Irrigation Com-

pany or the Pacific Company may have made in writing to said Trustees with respect to the carrying out and performance of said Agreement by said Trustees, except that nothing in this paragraph contained shall apply to said debentures or the payment thereof.

Provided, however, that nothing herein shall operate to assign to the Province or to deprive the Irrigation Company or the Pacific Company of the benefits conferred upon the Irrigation Company or the Pacific Company by paragraph 4 of said Agreement dated 12th day of May, 1926, and in the contingency provided for by said paragraph 4 the Province will supply the water instead of the Irrigation Company at the Headgates of the Raymond Lateral and the Pacific Company shall continue to pay the amount provided by said paragraph 4 as payable by the Pacific Company.

26. The Province agrees that with regard to the parcels of lands set out in Schedule "J" hereto it will, free of cost to the Irrigation Company, within a reasonable time after possession is delivered to the Province of the said undertaking and works enter into water agreements with the Irrigation Company for the supplying of water to the irrigable areas of the said parcels of land.

27. The Province agrees that with regard to parcels of land registered in the name of the Irrigation Company and presently covered by agreements for sale issued by the Irrigation Company as vendor and in respect of which there are existing water agreements which have been assigned to the Province by this Agreement that on each occasion on which the Company obtains possession of any of the said lands by reason of the agreement of sale presently in force or any subsequent agreement for sale covering the same lands being surrendered, cancelled or determined, the Province will, free of cost to the Irrigation Company, within thirty days after the Irrigation Company has so obtained possession and on request by the Irrigation Company, enter into a water agreement or agreements with the Irrigation Company or a purchaser or transferee of the said land from the Irrigation Company for the supplying of water to the irrigable area of the said land of which possession has so been obtained.

Provided always as follows:

(a) The Irrigation Company shall notify the Province when and as often as the Irrigation Company obtains a surrender of any agreement for sale or commences proceedings for cancellation or determination of same.

(b) The irrigable area in each parcel of land to which water is to be delivered shall be the irrigable area in said parcel according to the classification of the Government of the Province of Alberta.

(c) If the Irrigation Company obtains possession of any of the said lands covered by agreement for sale at any time during the months of January, February, March and April

in any year, the Irrigation Company upon the delivery to it or to a purchaser or transferee from it of an agreement for the supplying of water, executed and delivered by the Province pursuant to this paragraph, shall pay to the Province the water rent payable in respect of the land covered by the said agreement for the calendar year in which possession of the land is obtained unless the said water rent has already been paid and also the unpaid arrears, not to exceed the immediately preceding two years' water rent, owing under the last water agreement covering the said lands prior to possession being obtained by the Irrigation Company.

(d) If the Irrigation Company obtains possession of any of the said lands covered by agreement for sale at any time during the months of May, June, July, August, September, October, November and December in any year, the Irrigation Company, upon the delivery to it or to a purchaser or transferee from it of an agreement for the supplying of water executed and delivered by the Province pursuant to this paragraph, shall pay to the Province the water rent payable in respect of the land covered by the said agreement for the calendar year in which possession of the land is obtained unless the said water rent has already been paid and also the unpaid areas, not to exceed the immediately preceding one year's water rent, owing under the last water agreement covering the said lands prior to possession being obtained by the Irrigation Company.

Said water rental referred to in these subparagraphs (c) and (d) shall not be considered as costs above referred to.

(e) In cases where the agreement for sale surrendered, cancelled or determined contained more than 80 acres of land the Irrigation Company shall be entitled on request made to the Province to have delivered to it or its purchaser or transferee, free of cost, separate water agreements covering said land, none of which agreements, however, shall include less than two adjacent (but not cornering) legal subdivisions.

28. Every water agreement issued pursuant to paragraphs 26 and 27 of this agreement shall run with the lands covered by said water agreements and be assignable or transferable only to a purchaser or transferee of said land and the terms and conditions provided and contained in each and every water agreement shall be similar to the terms and conditions provided and contained in the water agreements transferred to the Province by this agreement.

29. In Schedule "K" to this Agreement are set out the descriptions of lands covered by Agreements for the Sale of Water Rights heretofore entered into between the Irrigation Company and the persons who at the date of such Agreements were registered owners of the lands covered by the said Agreements and in respect of the Water Agreements relative to said Agreements for the Sale of Water Rights, which Water Agreements by the terms of this Agreement are assigned and transferred to the Province,

the Province agrees that the Irrigation Company shall have the right at any time and from time to time to pay the arrears of water rental owing under any of the said Water Agreements and thus keep in force Water Agreements which would otherwise be determined, and the Province agrees that if any of the said Water Agreements are determined it will not issue new Water Agreements in place of the same unless on terms and conditions acceptable to the Irrigation Company, but which terms and conditions shall not be more favorable to the Irrigation Company than those conferred on the Irrigation Company by the terms of the said Agreements for water rights.

30. The Province covenants and agrees with the Irrigation Company and the Pacific Company that the Province will offer or cause to be offered employment on the undertaking to all employees who have been certified by the said companies as having been employed thereon, and that the Province will make or cause to be made suitable provision for the establishment of a superannuation or pension plan to the benefits of which such of said employees as have been contributors to the pension plan of the Pacific Company and who may accept employment on said undertaking may become entitled.

31. The Pacific Company joins in and consents to this Agreement as the beneficial owner of the said undertaking and works, and it is understood and agreed by and between the parties hereto that the terms and provisions of this Agreement shall enure to the benefit of and be binding upon the Pacific Company as well as the Irrigation Company; and the Pacific Company hereby expressly releases any and all claims on its part under the said Lease or otherwise which could in any way impair or prevent the full and complete enjoyment by the Province of everything of every nature acquired by the Province or to which the Province is entitled under this Agreement.

32. This Agreement is made subject to the approval of the Legislature of the Province of Alberta and shall not bind the parties hereto unless or until it is ratified and confirmed by a statute of the Province passed at the sittings of the Legislature of the Province commencing 14th February, 1946.

In witness whereof the Province has caused these presents to be executed on its behalf by its Minister of Agriculture, and the said Irrigation Company and the said Pacific Company have caused their respective Corporate Seals to be hereunto affixed, attested by the signatures of their respective Presidents and Secretaries all on the day and year first above mentioned.

JESSIE ROSS,
Witness to signature of
Minister of Agriculture.

D. B. MACMILLAN,
Minister of Agriculture.

THE ALBERTA RAILWAY
AND IRRIGATION COMPANY,

[SEAL]

W. M. NEAL,
President.

F. BRAMLEY,
Secretary.

CANADIAN PACIFIC RAILWAY COMPANY,

[SEAL]

W. M. NEAL,
Vice-President.

F. BRAMLEY,
Secretary.

SCHEDULE "A"

1. All that portion of the south-west quarter ($\frac{1}{4}$) of section seven (7) in township nine (9), range twenty (20), west of the fourth meridian, in the Province of Alberta, which lies south of public roadway, as shown on plan of record in the Land Titles Office for the South Alberta Land Registration District as Plan Number 2569 E.Z. Area herein described comprises twenty-seven and eighty-one one hundredths (27.81) acres, more or less.

2. All that portion of the south-east quarter ($\frac{1}{4}$) of section thirteen (13) in township eight (8), range twenty-one (21), west of the fourth meridian, in the Province of Alberta, which lies north and east of the north-eastern limit of Stirling Road right-of-way, as shown on plan of record in the Land Titles Office for the South Alberta Land Registration District as Plan Number 6412.

3. *Firstly:* That portion of the north-west quarter ($\frac{1}{4}$) of section eleven (11) in township nine (9), range twenty (20), west of the fourth meridian, in the Province of Alberta, described as follows:—

Commencing at a point in the western boundary of said quarter section, distant eight hundred and nine and seven tenths (809.7) feet measured northerly thereon from the south-west corner of said quarter section;

Thence north eighty-nine (89) degrees thirty-six (36) minutes east one hundred and fifty-seven and one-tenth (157.1) feet;

Thence north twenty-four (24) minutes west two hundred and eight and ninety-four one hundredths (208.94) feet;

Thence south eighty-nine (89) degrees thirty-six (36) minutes west one hundred and fifty-five and sixty-four one hundredths (155.64) feet, more or less, to said western boundary;

Thence southerly along said western boundary to the point of commencement, containing seventy-five hundredths (.75) of an acre, more or less, and

Secondly: That portion of the said north-west quarter ($\frac{1}{4}$) of section eleven (11) which is shown on a plan filed in the Land Titles Office for the South Alberta Land Registration District as 2796 E.T. and thereon outlined in red, containing thirty-six hundredths (.36) of an acre, more or less.

4. All of lots one (1) to six (6) inclusive, in block eleven (11), being part of the north-west quarter ($\frac{1}{4}$) of section eleven (11) in township nine (9), range twenty (20), west of the fourth meridian, in the Province of Alberta, as shown on plan of sub-division of Coaldale Townsite, of record in the Land Titles Office for the South Alberta Land Registration District as Plan Number 6476-A.A.

5. All that portion of the south-east quarter ($\frac{1}{4}$) of section thirty-three (33) in township eight (8), range twenty-one (21), west of the fourth meridian, in the Province of Alberta, which lies south-west of the south-western limit of Canal right-of-way and north-east of the north-eastern limit of the Alberta Railway and Irrigation Company right-of-way, as shown on plans of record in the Land Titles Office for the South Alberta Land Registration District as Plans Numbered Irr. 189 and Ry. 23 respectively, excepting thereout and therefrom;

Firstly: All that portion thereof containing two and one-tenth (2.1) acres, more or less, which lies to the west of the westerly limit of said Canal right-of-way and to the east of the easterly limit of said Railway right-of-way and to the north of a line drawn parallel with and perpendicularly distant southerly two hundred and fifty (250) feet from the northern boundary of said quarter section.

Secondly: All that portion thereof containing seventeen one hundredths (0.17) of an acre, more or less, which lies between the north-eastern limit of Railway right-of-way and a line drawn parallel with and distant perpendicularly north-easterly thirty-five (35) feet therefrom, and between the eastern boundary of said quarter section and a line drawn perpendicular to said north-eastern limit from a point distant north-westerly two hundred and thirty-five (235) feet from the eastern boundary of said quarter section, as said Railway right-of-way is shown on plan of record in said Land Titles Office as Plan Number Ry. 23.

6. All of lots one (1) to seven (7) inclusive, in block seventeen (17), as shown on plan of sub-division of part of Lethbridge Townsite, of record in the Land Titles Office for the South Alberta Land Registration District as Plan Number 4353-S.

7. All of lots nineteen (19) and twenty (20) in block fifty-two (52), as shown on plan of sub-division of part of

Lethbridge Townsite, of record in the Land Titles Office for the South Alberta Land Registration District as Plan Number 4353-S.

SCHEDULE "B"

A.R.I. WATER AGREEMENTS DEEDED LANDS

Except those administered by the Raymond and Magrath Irrigation Districts

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
5	654	N $\frac{1}{2}$ of S.W. $\frac{1}{4}$ 14-8-21-w4th	37.50
6	116	NW $\frac{1}{4}$ 14-8-21-w4th	75
7	734	Pt. NE $\frac{1}{4}$ 15-8-21-w4th	50
8	487	SE $\frac{1}{4}$ 12-8-21-w4th	32
9	903	Pt. NW $\frac{1}{4}$ 6-8-20-w4th	75
12	118	W $\frac{1}{2}$ of SW $\frac{1}{4}$ 7-8-20-w4th	75
17	112	Pt. SW $\frac{1}{4}$ 6-8-20-w4th	138
18	123	W $\frac{1}{2}$ of E $\frac{1}{2}$ of SW $\frac{1}{4}$ 27-8-21-w4th....	25
126	523	LS 10, 15 of 12-8-21-w4th	37.50
127	488	NW $\frac{1}{4}$ 1-8-21-w4th	75
128	489	SW $\frac{1}{4}$ 1-8-21-w4th	75
129	490	SW $\frac{1}{4}$ 12-8-21-w4th	75
130	491	LS 15, 16 of 16-8-21-w4th	50
132	655	NW $\frac{1}{4}$ 20-8-20-w4th	100
134	711	SW $\frac{1}{4}$ 30-8-20-w4th	75
135	107	SE $\frac{1}{4}$ 24-8-21-w4th	150
138	135	Pt. NE $\frac{1}{4}$ 36-7-21-w4th	60
139	712	SE $\frac{1}{4}$ 11-8-21-w4th	100
140	524	SW $\frac{1}{4}$ 11-8-21-w4th	100
141	492	NW $\frac{1}{4}$ 11-8-21-w4th	100
142	525	SE $\frac{1}{4}$ 1-8-21-w4th	75
143	526	NE $\frac{1}{4}$ 2-8-21-w4th	75
144	527	SE $\frac{1}{4}$ 2-8-21-w4th	75
154	528	SE $\frac{1}{4}$ 15-8-21-w4th	50
190	185R	Pt. LS 11, 12 of 21-8-21-w4th	13.50
204	196R	Pt. LS 13, 21-8-21-w4th	14.30
222	212R	Pt. Sec. 5, 6-8-20-w4th	80
313	1680	SW $\frac{1}{4}$ 18-9-20-w4th	67
314	405	NW $\frac{1}{4}$ 18-9-20-w4th	100
315	406	SW $\frac{1}{4}$ 19-9-20-w4th	100
386	374	Pt. N $\frac{1}{2}$ 29-7-20-w4th	66
390	496	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 19-8-20-w4th	50
393	497	Pt. W $\frac{1}{2}$ of SW $\frac{1}{4}$ 27-8-21-w4th	20
413	400R	Pt. of SW $\frac{1}{4}$ 24-8-21-w4th	37.50
415	499	SW $\frac{1}{4}$ 22-8-21-w4th	100
416	547	SW $\frac{1}{4}$ 3-9-20-w4th	100
418	504R	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 20-8-20-w4th	25
419	549	SW $\frac{1}{4}$ 13-9-21-w4th	100
420	500	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 19-8-20-w4th	25
421	408	Pt. S $\frac{1}{2}$ of SE $\frac{1}{4}$ 19-8-20-w4th	50
422	409	N $\frac{1}{2}$ of SE $\frac{1}{4}$ 19-8-20-w4th	50

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
426	504	N $\frac{1}{2}$ of SE $\frac{1}{4}$ 20-8-20-w4th	25
431	418R	Blocks 1, 2, 6, 7, 8 and 9 which is part of E $\frac{1}{2}$ of Sec. 23-8-21-w4th	23
433	553	W $\frac{1}{2}$ of SE $\frac{1}{4}$ 13-9-21-w4th	50
435	554	S $\frac{1}{2}$ and S $\frac{1}{2}$ of N $\frac{1}{2}$ of LS 3 and part S $\frac{1}{2}$ and S $\frac{1}{2}$ of N $\frac{1}{2}$ of LS 4 in 26-8- 21-w4th	33
441	556	LS 16 of 12-9-21-w4th	10
448	506	LS 12, Sec. 11-9-21-w4th	30
449	507	Pt. N $\frac{1}{2}$ 11-9-21-w4th	170
455	563	LS 13, 14 of Sec. 25, LS 1, 2 of Sec. 35, N $\frac{1}{2}$ of LS 15, 16 of Sec. 26 in 9-21-w4th	187.50
456	564	LS 11, 12 of Sec. 25, LS 9, 10 and S $\frac{1}{2}$ of LS 15, 16 in 26-9-21-w4th	187.50
457	565	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 36-9-21-w4th	75
458	566	N $\frac{1}{2}$ of SE $\frac{1}{4}$ 26-9-21-w4th	75
460	567	LS 1, 2, 7 of 22-9-21-w4th	80
461	568	NE $\frac{1}{4}$ 15-9-21-w4th	100
462	569	S $\frac{1}{2}$ of SE $\frac{1}{4}$ 28-9-21-w4th	50
470	456R	Pt. NE $\frac{1}{4}$ 6-8-20-w4th	24
477	512	NW $\frac{1}{4}$ 13-9-21-w4th	100
481	466R	Pt. SW $\frac{1}{4}$ 26-8-21-w4th	5.83
482	467R	N $\frac{1}{2}$ of N $\frac{1}{2}$ LS 3, 6, of 26-8-21-w4th	34
483	468R	Blocks 1, 2, 7, 8, 9, 14, 15, which is part of NW $\frac{1}{4}$ 7-9-20-w4th	50
501	788	Lot 182, which is part of Sec. 28, 29, 32, 33-8-21-w4th	5
502	496	Lot 187, which is part of Sec. 28, 29, 32, 33-8-21-w4th	5
504	598	SW $\frac{1}{4}$ 11-9-20-w4th	150
505	730	NE $\frac{1}{4}$ 35-8-20-w4th	150
506	599	SW $\frac{1}{4}$ 35-8-20-w4th	150
507	600	Lot 183, which is part of Sec. 28, 29 32, 33-8-21-w4th	5
508	601	NW $\frac{1}{4}$ 35-8-20-w4th	150
509	494R	LS 11 and 12 of 21-8-20-w4th	54
510	1083	SW $\frac{1}{4}$ 36-8-20-w4th	150
511	604	SE $\frac{1}{4}$ 15-9-20-w4th	150
512	971	SE $\frac{1}{4}$ 36-8-20-w4th	150
513	729	NE $\frac{1}{4}$ 25-8-20-w4th	150
514	499	N $\frac{1}{2}$ 3-9-20-w4th	300
515	608	Pt. NW $\frac{1}{4}$ 25-8-20-w4th	150
517	741	NW $\frac{1}{4}$ 6-9-19-w4th	150
519	611	SW $\frac{1}{4}$ 25-8-20-w4th	150
522	614	W $\frac{1}{2}$ 1-9-20-w4th	300
523	616	W $\frac{1}{2}$ 2-9-20-w4th	300
524	617	SE $\frac{1}{4}$ 2-9-20-w4th	150
525	618	NE $\frac{1}{4}$ 10-9-20-w4th	148.75
526	511	SE $\frac{1}{4}$ 30-8-19-w4th	150
527	619	SE $\frac{1}{4}$ 3-9-20-w4th	150
531	622	W $\frac{1}{2}$ 21-9-20-w4th	300
532	517R	NW $\frac{1}{4}$ 34-9-21-w4th	150

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
533	624	NE $\frac{1}{4}$ 7-9-20-w4th	150
534	519R	NE $\frac{1}{4}$ 10 and Pt. NW 10-9-21-w4th	225
535	626	SW $\frac{1}{4}$ and W $\frac{1}{2}$ of SE of 17-9-20- w4th	225
536	521R	SE $\frac{1}{4}$ 18-9-20-w4th	150
537	628	SW $\frac{1}{4}$ 11-9-21-w4th	150
538	523R	SW $\frac{1}{4}$ 24-9-21-w4th	150
	538		
539	630	E $\frac{1}{2}$ of SE $\frac{1}{4}$ of 1-9-21-w4th	75
541	728	Pt. NE and Pt. NW of 13-8-21-w4th..	165
546	727	Pt. SE $\frac{1}{4}$ of 10-9-20-w4th	150
547	636	Pt. W $\frac{1}{2}$ 10-9-20-w4th	253.95
548	637	NE $\frac{1}{4}$ of 6-9-19-w4th	150
549	534	SE $\frac{1}{4}$ of 7-9-19-w4th	150
550	639	SE $\frac{1}{4}$ of 1-9-20-w4th	150
551	640	SE $\frac{1}{4}$ of 15-9-20-w4th	150
556	725A	NW $\frac{1}{4}$ of 30-8-19-w4th	150
557	724	SW $\frac{1}{4}$ of 6-9-19-w4th	150
558	543R	SW $\frac{1}{4}$ of 7-9-19-w4th	116
560	545R	NE $\frac{1}{4}$ of 1-9-20-w4th	125
561	723	NW $\frac{1}{4}$ of 36-8-20-w4th	150
562	744	Pt. SE $\frac{1}{4}$ of 11-9-20-w4th	150
563	548R	NE $\frac{1}{4}$ of 26-8-20-w4th	150
564	722	NE $\frac{1}{4}$ of 5-9-19-w4th	150
565	646	NE $\frac{1}{4}$ of 36-8-20-w4th	150
568	533R	LS 4 of 14-8-21-w4th	35
569	649	SW $\frac{1}{4}$ of 32-8-19-w4th	150
570	555A	LS 10 and 15 of SE $\frac{1}{4}$ of 32-8-19-w4th	193.70
571	651	NW $\frac{1}{4}$ of 10-9-20-w4th	34
573	652	NW $\frac{1}{4}$ of 29-8-19-w4th	150
574	653	SW $\frac{1}{4}$ of 29-8-19-w4th	150
577	526R	LS 13 and 14 and W $\frac{1}{2}$ LS 15 of 36-9-21-w4th	93.75
578	563R	Pt. LS 3 of 14-8-21-w4th	19
581	705	Lot 208 which is part of Sec. 28-29- 32-33 of 8-21-w4th	17
584	703	LS 9 of Sec. 12-9-21-w4th	40
593	694	SE $\frac{1}{4}$ 6-9-19-w4th	150
596	691	SW $\frac{1}{4}$ of 18-9-19-w4th	150
597	582R	NE $\frac{1}{4}$ 2-9-20-w4th	138
599	776	Pt. N $\frac{1}{2}$ 7-9-19-w4th	220
600	968R	Pt. E $\frac{1}{2}$ 29-8-19-w4th	290
601	586	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 12-9-20-w4th	75
602	1699	Pt. S $\frac{1}{2}$ 13-9-20-w4th	218.05
603	588	LS 10 of 12-9-20-w4th	37.50
604	688	NW $\frac{1}{4}$ of 9-9-19-w4th	150
605	687	SW $\frac{1}{4}$ 9-9-19-w4th	150
606	686	Pt. NE $\frac{1}{4}$ 9-9-19-w4th	140
607	685	Pt. SE $\frac{1}{4}$ 9-9-19-w4th	140
608	969	Pt. SE $\frac{1}{4}$ 33-8-19-w4th	70
609	749	SW $\frac{1}{4}$ 33-8-19-w4th	150
613	970	Pt. NE $\frac{1}{4}$ 28-8-19-w4th	70
614	754	NW $\frac{1}{4}$ 28-8-19-w4th	150

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
615	971	Pt. SE $\frac{1}{4}$ 28-8-19-w4th	70
616	756	SW $\frac{1}{4}$ 28-8-19-w4th	150
618	1027	Pt. S $\frac{1}{2}$ 21-8-21-w4th	290
628	1003	Pt. NW $\frac{1}{4}$ 18-8-20-w4th	75
632	770	Pt. NW $\frac{1}{4}$ 32-8-19-w4th	140
633	618R	Pt. NW $\frac{1}{4}$ 5-9-19-w4th	140
634	772	SE $\frac{1}{4}$ 5-9-19-w4th	150
635	620R	Pt. SW $\frac{1}{4}$ 5-9-19-w4th	140
647	632A	NE $\frac{1}{4}$ 30-8-19-w4th	150
648	633	SW $\frac{1}{4}$ 30-8-19-w4th	150
651	791	Pt. E $\frac{1}{2}$ 21-8-20-w4th	150
652	637R	Pt. S $\frac{1}{2}$ 21-8-20-w4th	83
654	639R	N $\frac{1}{2}$ of NW $\frac{1}{4}$ 22-8-20-w4th	78
655	796	SW $\frac{1}{4}$ 23-8-20-w4th	150
656	797	SE $\frac{1}{4}$ 23-8-20-w4th	150
657	798	SE $\frac{1}{4}$ 25-8-20-w4th	150
658	799	NE $\frac{1}{4}$ 27-8-20-w4th	150
659	800	NW $\frac{1}{4}$ 27-8-20-w4th	150
660	801	SE $\frac{1}{4}$ 27-8-20-w4th	150
661	646R	SW $\frac{1}{4}$ 27-8-20-w4th	110
662	803	NW $\frac{1}{4}$ 28-8-20-w4th	150
665A	1045R	LS 15, 30-8-20-w4th	18.75
667	808	SE $\frac{1}{4}$ 30-8-20-w4th	150
668	809	Pt. NE $\frac{1}{4}$ 31-8-20-w4th	150
669	810	Pt. NW $\frac{1}{4}$ 31-8-20-w4th	150
670	811	Pt. SW $\frac{1}{4}$ 31-8-20-w4th	150
671	812	SE $\frac{1}{4}$ 31-8-20-w4th	150
672	813	NE $\frac{1}{4}$ 32-8-20-w4th	150
673	814	Pt. NW $\frac{1}{4}$ 32-8-20-w4th	150
674	815	SE $\frac{1}{4}$ 32-8-20-w4th	150
675	816	SW $\frac{1}{4}$ 32-8-20-w4th	150
676	817	NE 33-8-20-w4th	150
677	818	NW 33-8-20-w4th	150
678	819	Pt. SE 33-8-20-w4th	150
679	820	SW 33-8-20-w4th	150
680	821	Pt. NE 34-8-20-w4th	150
681	822	Pt. NW 34-8-20-w4th	150
682	823	SE 34-8-20-w4th	150
683	824	Pt. SW 34-8-20-w4th	150
684	825	Pt. NE 4-9-20-w4th	110
685	826	Pts. NE, NW and Pt. SW 4-9-20-w4th	180
686	827	Pt. W $\frac{1}{2}$ 4-9-20-w4th	150
687*	828	SE 4-9-20-w4th	150
688	829	NE 5-9-20-w4th	150
689	830	NW 5-9-20-w4th	150
690	831	Pt. SW 5-9-20-w4th	150
691	832	Pt. SE 5-9-20-w4th	150
692	833	NE 6-9-20-w4th	150
693	834	NW 6-9-20-w4th	150
694	835	SE 6-9-20-w4th	150
695	836	SW 6-9-20-w4th	150
696	837	SW 9-9-20-w4th	150

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
697	838	Pt. SE 9-9-20-w4th	150
702	871	NE 31-8-19-w4th	150
703	872	SE 31-8-19-w4th	150
704	873	SW 31-8-19-w4th	150
705	874	NW 31-8-19-w4th	150
710	695R	Pt. SE 14-9-20-w4th	31
725	866	SW 12-9-20-w4th	150
726	887	SE 12-9-20-w4th	100
776	913	SE 17-9-19-w4th	150
777	914	SW 17-9-19-w4th	150
778	759R	Pt. SW 14-9-20-w4th	50
779	760	LS 9 in 12-9-20-w4th	40
788	768R	W $\frac{1}{2}$ of LS 3, 27-9-21-w4th	18.75
809	982	NE 16-9-20-w4th	150
810	983R	W $\frac{1}{2}$ of SE 16-9-20-w4th	75
811	984	SW 16-9-20-w4th	150
812	985	NW 16-9-20-w4th	150
813	986	Pt. S $\frac{1}{2}$ of LS 7, S $\frac{1}{2}$ of LS 8 in 28-9-21-w4th	30
818	1029	Pt. NE 20-8-19-w4th	75
819	1030	Pt. NE 21-8-19-w4th	75
820	1031	NW 21-8-19-w4th	75
821	1281	Blk. 18, E $\frac{1}{2}$ 26-8-21-w4th	10
822	1121	Pt. East of Canal R/W of S $\frac{1}{2}$, S $\frac{1}{2}$ of NE 3-9-21-w4th	196.40
823		NE 24-8-20-w4th	130
824		Pt. NW 24-8-20-w4th	91
825	1062	NW 19-8-19-w4th	150
826	804R	SE $\frac{1}{4}$ of 14-8-21-w4th	32
827	1072	All of 23-9-21-w4th	600
830		SW $\frac{1}{4}$ of 22-9-21-w4th	125
834	810R	The most northerly 120 rods of the SW $\frac{1}{4}$ of 15-9-21-w4th	40
835A	2148	Pt. SW $\frac{1}{4}$ of 25-8-21-w4th	150
837	1224R	Pt. NW $\frac{1}{4}$ of 9-9-20-w4th	67
838		Pt. E $\frac{1}{2}$ of NE $\frac{1}{4}$ of 1 and Pt. SE $\frac{1}{4}$ of 12-9-21-w4th	70
840	816R	Blocks 15 and 16 of 25-8-21-w4th	19
841	817R	N $\frac{1}{2}$ of SW $\frac{1}{4}$ 27-9-21-w4th	75
842	1210R	LS 7 and 8 of 27-9-21-w4th	75
843	2163	NE $\frac{1}{4}$ of 17-9-20-w4th	150
844	2164	NW $\frac{1}{4}$ of 17-9-20-w4th	150
845	2165	E $\frac{1}{2}$ of SE $\frac{1}{4}$ 17-9-20-w4th	75
851	2305	NE $\frac{1}{4}$ of 27-9-21-w4th	150
852	2169	Pt. LS 13 of 15-8-21-w4th	30
853	2170	Pt. LS 6, 11, 13 and 14 of 15-8-21- w4th	100
856	1712	Lots 5 to 12 and 17, plan No. 911 B.D., Lethbridge	50
857	2177	SE $\frac{1}{4}$ of 15-9-21-w4th	100
860	2278	E $\frac{1}{2}$ of NE $\frac{1}{4}$ 12-8-21-w4th	75
861	2279	Pt. NW $\frac{1}{4}$ of 7-8-20-w4th	30
862	2280	LS 8 of 22-9-21-w4th	40

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
870	2287	Pt. W $\frac{1}{2}$ of 35-9-21-w4th	180
871	2288	N $\frac{1}{2}$ of NW $\frac{1}{4}$ 26-9-21-w4th	75
875	2354	LS 3 and 4 and the S $\frac{1}{2}$ of LS 5 in 13-8-21-w4th	100
876	853	Pt. NW $\frac{1}{4}$ 2-9-29-w4th	144.58
879	879	Pt. SE $\frac{1}{4}$ 32 and Pt. S $\frac{1}{2}$ 33-8-21- w4th	270
881	859R	Pt. E $\frac{1}{2}$ of SE $\frac{1}{4}$ 18-9-19-w4th	70
885	858	W $\frac{1}{2}$ of SE $\frac{1}{4}$ 18-9-19-w4th	75
903	1007	NW $\frac{1}{4}$ of 8-9-19-w4th	150
913	882	Fr. W $\frac{1}{2}$ of 7-10-20-w4th	309
915	1206	Pt. NE $\frac{1}{4}$ of 21-8-20-w4th	70
917	886	SW $\frac{1}{4}$ and NE $\frac{1}{4}$ and N $\frac{1}{2}$ of LS 1 and 2 and LS 7 and 8, 35-8-21-w4th	440
923	892R	W $\frac{1}{2}$ of NE $\frac{1}{4}$ of 22-8-20-w4th	75
924	893	E $\frac{1}{2}$ of NE $\frac{1}{4}$ of 22-8-20-w4th	75
925	894	NW $\frac{1}{4}$ and LS 10 and 15 of 36-8-21- w4th	233
927	1762	W $\frac{1}{2}$ of LS 2 and 7 of 1-9-21-w4th	40
937	935	Pt. of Sec. 16 and S $\frac{1}{2}$ Sec. 21-8-19- w4th	75
944	916	Pt. NW $\frac{1}{4}$ of 33-9-20-w4th	145
954	923	NE $\frac{1}{4}$ of 4-9-19-w4th	150
957	925	Pt. W $\frac{1}{2}$ of 36-9-20-w4th	95
971	1119	SE $\frac{1}{4}$ of 23-9-20-w4th	40
975	906	NE $\frac{1}{4}$ of 11-9-20-w4th	150
976	907	NW $\frac{1}{4}$ of 12-9-20-w4th	100.15
979	937	SE $\frac{1}{4}$ of 35-8-20-w4th	150
984	943	NE $\frac{1}{4}$ of 35-8-19-w4th	160
985	944	SE $\frac{1}{4}$ of 35-8-19-w4th	160
987	975	NW $\frac{1}{4}$ of 19-9-19-w4th	50
989	957	Pt. NE $\frac{1}{4}$ of 26-8-19-w4th	159.80
999	1015	Pt. SE $\frac{1}{4}$ of 19-9-19-w4th	75
1000	987	Pt. LS 13 and 14, 33-8-19-w4th	80
1023	988	NE $\frac{1}{4}$ of 32-9-19-w4th	140
1035	995	W $\frac{1}{2}$ of 32-9-19-w4th	300
1046	999A	Pt. SW of 31-9-19-w4th	80
1061	1023R	Pt. NW $\frac{1}{4}$ of 27-8-21-w4th, Pt. SW $\frac{1}{4}$ of 34-8-21-w4th	112
1062	1019	NE $\frac{1}{4}$ of 14-9-21-w4th	150
1066	1038	N $\frac{1}{2}$ of NE $\frac{1}{4}$ of 20-8-20-w4th	60
1111	1051	Pt. SW $\frac{1}{4}$ of 19-9-19-w4th	40
1115	1089R	NE $\frac{1}{4}$ of 19-8-19-w4th	35
1121	1076	SE $\frac{1}{4}$ of 25-8-21-w4th	40
1127	1085	NE $\frac{1}{4}$ of 6-10-20-w4th	150
1134	1153	W $\frac{1}{2}$ of NE $\frac{1}{4}$ of 24-8-21-w4th	40
1148	1113	SE $\frac{1}{4}$ and Pt. NE $\frac{1}{4}$ of 2-9-21-w4th	189
1156	1113R	Pt. NE $\frac{1}{4}$ of 9-9-20-w4th	70
1160		Pt. NW $\frac{1}{4}$ of 27-8-21-w4th, Pt. All of 34-8-21-w4th	359
1180	1192R	NE $\frac{1}{4}$ of 35-7-21-w4th	77
1192	1197	W $\frac{1}{2}$ of NW $\frac{1}{4}$ of 12-8-21-w4th	37.50
1210	1193	Pt. NE $\frac{1}{4}$ of 35-9-21-w4th	15

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1211	1196	E $\frac{1}{2}$ of NW $\frac{1}{4}$ of 12-8-21-w4th	37.50
1217	1204	LS 11, 31-9-20-w4th	37.50
1220		Board of Trustees of the Taber Irrigation District	
1222	1217	Pt. SE $\frac{1}{4}$ of 36-8-21-w4th	70
1223		Pt. NE $\frac{1}{4}$ North of Railway R/W in Sec. 9-9-20-w4th	30
1224	1219A	Pt. NE $\frac{1}{4}$ of 9-9-20-w4th	38
1226	1222	N $\frac{1}{2}$ of NE $\frac{1}{4}$ of 14-8-21-w4th	37.15
1227	1236	S $\frac{1}{2}$ of NE $\frac{1}{4}$ of 14-8-21-w4th	37.15
1235	1231	Pt. LS 3 in 14-8-21-w4th	19
1236	1234R	NW $\frac{1}{4}$ of 19-8-20-w4th	117.15
1237	1233R	Blocks A., B. and G. 14-9-20-w4th	19
1239	1240	E $\frac{1}{2}$ of LS 3 in 27-9-21-w4th	18.75
1240	1247	LS 4 in 27-9-21-w4th	37.50
1241	1237R	Pt. NE $\frac{1}{4}$ of 34-7-21-w4th	36
1242	1273	NW $\frac{1}{4}$ of 6-10-20-w4th, Pt. SE $\frac{1}{4}$ of 12-10-21-w4th	293
1246	1258R	W $\frac{1}{2}$ of Blk. 9, Lethbridge, Plan 6721 A.Q.	5
1247	1243	SW $\frac{1}{4}$ of 6-10-20-w4th	155
1248	1241	Pt. SW $\frac{1}{4}$ of 27-8-20-w4th	46.88
1252	1254	SE $\frac{1}{4}$ of 6-10-19-w4th	140
1255	1257	LS 3 and 4 in 2-9-21-w4th	63
1260	1252	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of 11-9-20-w4th	75
1261	1251	Pt. SW $\frac{1}{4}$ of 14-9-20-w4th	27.18
1262	1255	SW $\frac{1}{4}$ of 30-9-20-w4th	160
1264	1259	LS 13 and 14 in 8-9-20-w4th	77
1265	1260	Pt. LS 9 and 16 in 8-9-20-w4th	68
1268	1268	Pt. E $\frac{1}{2}$ of 33-8-21-w4th	20
1270	1267	LS 2 and 7 of 14-9-21-w4th	78
1272		NE $\frac{1}{4}$ of 16-9-21-w4th	40
1276	1272	Pt. N $\frac{1}{2}$ of 22-9-19-w4th	271.25
1277	1270	Pt. SE $\frac{1}{4}$ of 22-8-21-w4th	30
1279	1277	Pt. SE $\frac{1}{4}$ of 34-7-21-w4th	26.25
1280	1278	SE $\frac{1}{4}$ of 29-8-20-w4th	45
1281	1279	Pt. E $\frac{1}{2}$ of 25-7-21-w4th	43
1282	1280	Pt. NW $\frac{1}{4}$ of 25-7-21-w4th	60
1287	1300R	SE $\frac{1}{4}$ of 24-9-20-w4th	82
1289	1286R	Pt. SE $\frac{1}{4}$ of 33-8-21-w4th	17.72
1295	1293	NE $\frac{1}{4}$ of 22-8-21-w4th	70
1296	1325	Lots 1 and 24 of the SE $\frac{1}{4}$ of 26-8-21-w4th	20
1297	1563R	Lots 2 and 3 of the SE $\frac{1}{4}$ of 26-8-21-w4th	20
1300	1495	Lots 21, 22 and 23 of the SE $\frac{1}{4}$ of 26-8-21-w4th	30
1301	1218	Lot 5 of the SE $\frac{1}{4}$ of 26-8-21-w4th	9
1302	1299	Lots 6, 7, 8 of LS 9 and 10 in SE $\frac{1}{4}$ of 26-8-21-w4th	28
1303	1595	Blk. 20 of the NE $\frac{1}{4}$ of 26-8-21-w4th	10
1304	1313	Blk. 19 of LS 9, 10, 26-8-21-w4th	9
1305	1295	LS 10 and 15 of 8-9-19-w4th	80

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
1314		Lot 19 being Pt. E $\frac{1}{2}$ of 23-8-21-w4th	3
1315	1303	Lots 12 to 17 incl. of E $\frac{1}{2}$ of 23-8-21-w4th	15.60
1317		Lots 10 and 11 being Pt. E $\frac{1}{2}$ of 23-8-21-w4th	6
1318	1297	Lots 3, 4, 5, being Pt. of E $\frac{1}{2}$ of 23-8-21-w4th	9
1319	1310	Pt. of Sections 28 and 29 of 8-21-w4th	380
1322	1309	Pt. SE $\frac{1}{4}$ of 7-9-20-w4th	129.40
1327	1319	NW $\frac{1}{4}$ of 35-8-21-w4th and E $\frac{1}{2}$ of NE $\frac{1}{4}$ of 34-8-21-w4th	180
1336	1327	Pt. LS 2 of 25-9-21-w4th	36
1338	1330R	Pt. SE $\frac{1}{4}$ of 33-8-21-w4th	2.78
1340		Raymond Irrigation District	
1341		Raymond Irrigation District	
1351	1338	East 13 chains of LS 11 of NW $\frac{1}{4}$ of 14-8-21-w4th	25
1353	1343	NE $\frac{1}{4}$ of 17-9-19-w4th and Pt. SE $\frac{1}{4}$ of 20-9-19-w4th	74
1356	1336	N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 8-9-19-w4th	80
1357	1337	S $\frac{1}{2}$ and SE $\frac{1}{4}$ of 8-9-19-w4th	80
1358	1342	East 50 acres of SW $\frac{1}{4}$ of 20-9-19-w4th and Pt. SE $\frac{1}{4}$ of 20-9-19-w4th	72
1363	1349	NW $\frac{1}{4}$ of 4-9-19-w4th	147
1365	1351	SW $\frac{1}{4}$ of 26-8-21-w4th	82
1367	1357	NW $\frac{1}{4}$ of 33-9-19-w4th	144
1369	1352	SW $\frac{1}{4}$ of 30-7-20-w4th	15
1372	1359	NE $\frac{1}{4}$ of 25-8-21-w4th	133
1374		Board of Trustees of the Magrath Irrigation District	
1375		Board of Trustees of the Magrath Irrigation District	
1379	1370	Pt. SE $\frac{1}{4}$ of 27-8-21-w4th	25
1380	1371	Lots, 2, 6, 9 and 15, Blk. 1 and Lots 1, 4, 11 and 20, Plan 3500, P. K. Kaneplace, Lethbridge in 27-8-21-w4th	22
1381	1362	Pt. SE $\frac{1}{4}$ 26-8-21-w4th	80
1382	1368	Fr. NE $\frac{1}{4}$ 20-9-19-w4th	64
1384	1372	Pt. LS 1, 14-8-21-w4th	2
1385	1373	LS 7, 14-8-21-w4th	21
1386	1374	Pt. LS 8, 14-8-21-w4th	20
1387	1369R	LS 9, 10, 27-9-20-w4th	70
1388	1382	Pt. SE $\frac{1}{4}$ 27-8-21-w4th	56
1389	1375R	Blks. 18, 19, 20 of 28-8-21-w4th	5
1391	1377	Pt. Blks. 1, 2, 3 in NW $\frac{1}{4}$ 25-8-21-w4th	25.85
1392	1378	Blk. 9 in NW $\frac{1}{4}$ 25-8-21-w4th	7.20
1396	1406	Pt. SW $\frac{1}{4}$ 2-9-19-w4th	8
1397	1384	LS 9, 10, 3-10-20-w4th	75
1409	1395	Pt. SE $\frac{1}{4}$ 25-9-20-w4th	105
1410	1404	Pt. W $\frac{1}{2}$ 21-9-19-w4th	30
1418	1400	LS 1, 2, Pt. LS 3 in 10-9-21-w4th	50
1419	1577	S $\frac{1}{2}$ of NW $\frac{1}{4}$ 22-8-20-w4th	45
1421	1411	Pt. 21-8-18-w4th	15
1427	1415	LS 10, 15, 21-9-20-w4th	73
1429	1777	N $\frac{1}{2}$ 23-8-20-w4th	70

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1433	1421R	Pt. 14-9-19-w4th	130
1435	1432	The most northerly 125 rods of NE $\frac{1}{4}$	
(WR 4)		10-10-21-w4th	33.70
1437	1418	E $\frac{1}{2}$ of SE $\frac{1}{4}$ 30-7-20-w4th	37
1438	1424	Pt. NW $\frac{1}{4}$ 25-8-21-w4th (Lots 13, 14)	15.30
1439	1425	Lots A, B, Blk. 4, Lots A, B, Blk. 5, Lots A, B, Blk. 7 in NW $\frac{1}{4}$ 25-8-21- w4th	31.60
1441	1419	Pt. SW $\frac{1}{4}$ 7-9-20-w4th	97
1446	1430	SW $\frac{1}{4}$ 9-10-20-w4th	63
1447	1447	Blks. 9, 10 which is part of NW $\frac{1}{4}$ 25-8-21-w4th	16
1448	1436	Pt. S $\frac{1}{2}$ of NW $\frac{1}{4}$ of 27-9-21-w4th	75
1449	1437	N $\frac{1}{2}$ of NW $\frac{1}{4}$ and Pt. S $\frac{1}{2}$ of NW $\frac{1}{4}$ 27-9-21-w4th	75
1451	1448	Pt. NW $\frac{1}{4}$ 25-8-21-w4th	8
1453	1439	Certain portions of Sec. 34-8-21-w4th	100
1454	1431R	Pt. LS 9, 10, 15-9-20-w4th	27
1456		Blk. 12, Pt. NW $\frac{1}{4}$ 25-8-21-w4th	5.49
1462	1434	Pt. 15-9-19-w4th	60
1466	1569	Pt. NW $\frac{1}{4}$ 11-9-20-w4th	1.05
1467	1465	Pt. NW $\frac{1}{4}$ 11-9-20-w4th	1.80
1468		Pt. Blk. G, being part of S $\frac{1}{2}$ of NW $\frac{1}{4}$ 11-9-20-w4th	.36
1469	1499	Pt. S $\frac{1}{2}$ of NW $\frac{1}{4}$ 11-9-20-w4th	9.40
1470	1461	Pt. Blk. C, being part S $\frac{1}{2}$ of NW $\frac{1}{4}$ 11-9-20-w4th	9.25
1471	1460	Pt. Blk. C, being part S $\frac{1}{2}$ of NW $\frac{1}{4}$ 11-9-20-w4th	8.50
1472	1480	Pt. NW $\frac{1}{4}$ 11-9-20-w4th	7.65
1473	1562	Pt. NW $\frac{1}{4}$ 11-9-20-w4th	8.96
1474		Blk. F, being part of S $\frac{1}{2}$ of NW $\frac{1}{4}$ 11-9-20-w4th	8.31
1475	1457	Pt. NW $\frac{1}{4}$ 11-9-20-w4th	3.89
1480	1456	NE $\frac{1}{4}$ 34-9-19-w4th	77
1483	1471	Pt. SW $\frac{1}{4}$ 1-9-21-w4th	108
1491	1469	Pt. SE $\frac{1}{4}$ 36-9-20-w4th	68
1497	1477	LS 5, 6, 4-10-20-w4th	35
1509	1581	The most southerly 40 rods of SW $\frac{1}{4}$ 15-9-21-w4th	20
1515	1496	Lots 16-20, Blk. 1, Lots 1, 2, Blk. 3, Lots 1, 10, Blk. 4, Plan No. 3500 B.K.	16
1517	1493	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 20-9-20-w4th	75
1519	1497	SE $\frac{1}{4}$ 15-10-20-w4th	57
1520	1500	S $\frac{1}{2}$ of SE $\frac{1}{4}$ 4-10-21-w4th	50
1535	1514	SE $\frac{1}{4}$ 20-9-20-w4th	152
1536	1518	NW 34-9-21-w4th	143
1546	1526	NE $\frac{1}{4}$ 36-8-19-w4th	156
1547	1527R	Pt. SW $\frac{1}{4}$ 16-9-19-w4th	145
1550	1530	NE $\frac{1}{4}$ 22-9-21-w4th	156
1556	1536	LS 1, 26-9-21-w4th	38
1557	1540	SW $\frac{1}{4}$ 20-8-19-w4th	28
1573	1557	LS 16, 20-8-21-w4th	34

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
1577	1556	LS 1, 8 of 1-10-20-w4th	75
1580	1560	Pt. NE $\frac{1}{4}$ 13-9-21-w4th	28
1581	1564	NE $\frac{1}{4}$ 3-10-21-w4th	75
(WR 8)			
1583	1565R	Pt. E $\frac{1}{2}$ of NW $\frac{1}{4}$ of 12-9-21-w4th	64
1589	1573	LS 1, 8 of 28-9-20-w4th	67
1596	1582	LS 15, 16 of 15-9-20-w4th	58
1598	1591	SE $\frac{1}{4}$ 26-9-20-w4th	134
1601	1588	W $\frac{1}{2}$ of S $\frac{1}{2}$ of LS 1, S $\frac{1}{2}$ of LS 2 in 35-8-21-w4th	27
(WR 10)			
1605	1590	N $\frac{1}{2}$ of SE $\frac{1}{4}$ 10-9-21-w4th	75
1606	1593	Pt. NW $\frac{1}{4}$ 9-9-20-w4th	20
1608	1596	NW $\frac{1}{4}$ 3-9-19-w4th	152
1609	1598	LS 4, 5, 26-9-20-w4th	67
1612	1601	Pt. LS 4, 5, 26-8-21-w4th	17
1613	1602	Pt. LS 5, 26-8-21-w4th	16
1614	1604	NW $\frac{1}{4}$ 36-8-19-w4th	158
1617	1607	Pt. SE $\frac{1}{4}$ 36-8-21-w4th	60
1619	1609	Pt. SW $\frac{1}{4}$ 3-9-19-w4th	115
1624	1617	LS 7, 8, 29-9-20-w4th	73
1625	1618	Pt. SE $\frac{1}{4}$ 14-9-20-w4th	20
1626	1619	Parcel A in SE $\frac{1}{4}$ 14-9-20-w4th	8
1627	1620	Pt. SE $\frac{1}{4}$ 14-9-20-w4th	66.60
1628	1621	SE $\frac{1}{4}$ 11-9-21-w4th	150
1637	1624	Blocks 11, 12, being part of NW $\frac{1}{4}$ 7-9-20-w4th	12.50
1638	1625	Blocks 4, 5, being part of NW $\frac{1}{4}$ 7-9-20-w4th	12.50
1639	1626	Blocks 3, 6, 10, being part of NW $\frac{1}{4}$ 7-9-20-w4th	18.75
1640	1627	Block 13, being part of NW $\frac{1}{4}$ 7-9-20-w4th	6.25
1642	1704	NW $\frac{1}{4}$ 8-10-20-w4th	90
1643	1721	NW $\frac{1}{4}$ 25-8-19-w4th	150
1649	1638	SE $\frac{1}{4}$ 9-10-20-w4th	46
1669	1655	S $\frac{1}{2}$ 35-7-21-w4th	226
1680	1664	Pt. N $\frac{1}{2}$ 13, Pt. SW $\frac{1}{4}$ 24-8-21-w4th ..	95
1689	1679	LS 15 and 16, 3-10-20-w4th	74
1690	1683	SW $\frac{1}{4}$ 25-10-20-w4th	74
1692	1674	W $\frac{1}{2}$ 10-9-19-w4th	307
1695	1689	S $\frac{1}{2}$ 22-9-19-w4th	175
1696	1681	E $\frac{1}{2}$ of SE $\frac{1}{4}$ 13-9-21-w4th	33
1698	1694	NW $\frac{1}{4}$ 28-8-19-w4th	55
1701	1692	NW $\frac{1}{4}$ 35-7-21-w4th	133
1702	1685	Pt. NW $\frac{1}{4}$ 20-9-19-w4th	76
1707	1700	Pt. SW $\frac{1}{4}$ 13-9-20-w4th	72.83
1708	1701	Pt. E $\frac{1}{2}$ of SE $\frac{1}{4}$ 18-9-19-w4th	5
1709	1702	LS 9-16 and Pt. LS 8, 32-8-19-w4th ..	101.30
1713	1708	E $\frac{1}{2}$ 10-9-19-w4th	270

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
1714		Pt. N $\frac{1}{2}$ and SE $\frac{1}{4}$ lying east of rail- way, 33-8-21-w4th	100
1715	1709	LS 2, 26-9-21-w4th	37
1717	1710	Pt. SW $\frac{1}{4}$ 20-8-20-w4th	40
1722	1713	Lt. 14, P. No. Lethbridge 911 B.D.	6.25
1723	1714	Lts. 15 and 16, P. No. Lethbridge 911 B.D.	12.50
1724	1715	Lts. 1 and 2, P. No. Lethbridge 911 B.D.	12.50
1725	1716	Lts. 3 and 4, P. No. Lethbridge 911 B.D.	12.50
1726	1717	Lt. 13, P. No. Lethbridge 911 B.D.	6.25
1727	1718	W $\frac{1}{2}$ of LS 12, 31-9-20-w4th	19.45
1730	1724	LS 9 and Pt. LS 10, 20-8-21-w4th	37.50
1731	1722	Pt. SE $\frac{1}{4}$ 13-8-21-w4th	50
1732	1723	N $\frac{1}{2}$ of LS 13, 30-8-20-w4th	20
1737	1732	Lands in 8-21-w4th	30
1739	1725	Pt. NW $\frac{1}{4}$ 32-7-20-w4th	36
1740	1726	Pt. SW $\frac{1}{4}$ 7-9-20-w4th	25.48
1741	1727	Pt. NW $\frac{1}{4}$ 11-9-20-w4th	1.11
1758	1749	Pt. SW $\frac{1}{4}$ 15-9-19-w4th	9
1765	1764	E $\frac{1}{2}$ of LS 2, 7, 1-9-21-w4th	40
1766		Pt. NW $\frac{1}{4}$ 34-8-21-w4th	111
1767	1766	NE $\frac{1}{4}$ 30-7-20-w4th	84
1769	1768	Block C of 14-9-20-w4th	11
1770	1769	Block D of 14-9-20-w4th	3
1771	1770	Block E of 14-9-20-w4th	1.50
1772	1771	Block F of 14-9-20-w4th	1
1773	1772	Block 21, 28-8-21-w4th	5
1774	1774	SE $\frac{1}{4}$ 10-8-21-w4th	93
1779	1778	LS 1, 2, 27-9-21-w4th	75
1780	1779	Pt. E $\frac{1}{2}$ of NE $\frac{1}{4}$ 35-9-21-w4th	75
1781	1780	Pt. N $\frac{1}{2}$ and Pt. SE $\frac{1}{4}$ 30-9-19-w4th ..	120
1783	1782	W $\frac{1}{2}$ of SW $\frac{1}{4}$ 27-8-21-w4th	20
1786	1783	E $\frac{1}{2}$ of Block D, P. No. 6721 A.Q.	5
1789	1788	LS 13, 14, 21-8-20-w4th	65
1790	1793	SE $\frac{1}{4}$ 24-9-21-w4th	150
1792	1791	Pt. Sec. 8-9-20-w4th	210
1798	1798	E $\frac{1}{2}$ of E $\frac{1}{2}$ of SW 27-8-21-w4th	25
1799		LS 11, 12 and W $\frac{1}{2}$ of LS 10 of 36-9- 21-w4th	93.75
666A	1182	W $\frac{1}{2}$ of S $\frac{1}{2}$ of LS 13, of 30-8-20-w4th	9.35
666D		LS 14 of 30-8-20-w4th	18.75
666C	1043R	LS 12, E $\frac{1}{2}$ of S $\frac{1}{2}$ of LS 13 of 30-8- 20-w4th	23.50
1213C		E $\frac{1}{2}$ of LS 12, 31-9-20-w4th	20
1213D		LS 14 of 31-9-20-w4th	35
1214	1203R	LS 13 of 31-9-20-w4th	27

**A. R. I. WATER AGREEMENTS
CONTRACT LANDS**

(Except those administered by the Raymond and Magrath
Irrigation Districts)

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
895	1603	NW $\frac{1}{4}$ 19-9-20-w4th	150
943	915	Pt. N.E. $\frac{1}{4}$ 33-9-20-w4th	154.10
1081	1047R	Pt. N $\frac{1}{2}$ of S $\frac{1}{2}$ 33-9-21-w4th	97
1114	1067....	Pt. N $\frac{1}{2}$ 33-9-21-w4th	145
1120	1082	Pt. LS 10, 15 of 12-9-21-w4th	75
1122	1077	LS 9, 16 of 36-8-21-w4th	60
1129	107R	LS 9, 10 of 11-8-21-w4th	50
1152	1126	NW $\frac{1}{4}$ 26-7-21-w4th	60
1204	1154	E $\frac{1}{2}$ of NE $\frac{1}{4}$ 24-8-21-w4th	40
1249	1242	LS 12, 13 of 27-9-20-w4th	58.40
1250	1244	LS 1, 8 of 2-10-20-w4th	80
1251	1245	LS 4, 5 of 28-9-20-w4th	76
1258	1248	Pt. N $\frac{1}{2}$ 21-8-21-w4th	98
1273	1265	Pt. S $\frac{1}{2}$ of S $\frac{1}{2}$ 33-9-21-w4th	91
1278	1276	LS 7, 8 of 11-10-20-w4th	77
1284	1284	Pt. W $\frac{1}{2}$ 24-9-20-w4th	109
1288	1291R	SW $\frac{1}{4}$ 36-9-20-w4th	103
1294	1292	LS 11, 12 of 3-10-20-w4th	79
1307	1296	Pt. E $\frac{1}{2}$ of NW $\frac{1}{4}$ 23-8-21-w4th	32.25
1312	1302	SE $\frac{1}{4}$ 36-9-21-w4th	150
1325	1317R	LS 1, 2 of 27-9-20-w4th	52
1326	1318	Pt. NW $\frac{1}{4}$ 35-9-21-w4th	104
1328	1328	LS 11, 12 of 1-10-20-w4th	74.20
1329	1323	LS 8 of Sec. 25-9-21-w4th	38
1330	1324	SW 29-9-20-w4th	120
1332	1321	LS 3 and 4 of 12-10-20-w4th	80
1334	1326	LS 1 of 25-9-21-w4th	40
1335	1329	LS 7 and Pt. LS 2 of Sec. 25-9-21-w4th	35
1339	1332	Pt. N $\frac{1}{2}$ 18-9-19-w4th	150
1342	1331	SW 25-9-20-w4th	75
1343	1366	Pt. NE 19-9-20-w4th	50
1345	1333	SE 25-9-20-w4th	146
1346	1380	Pt. NW 17-9-19-w4th	100
1348	1341	NW 35-9-19-w4th	26
1354	1334	West 110 acs. of SW 20-9-19-w4th	79
1355	1335	Pt. NW 24-9-20-w4th	50
1359	1346	LS 9 and 16 of 26-9-20-w4th	65
1360	1347	LS 10 and 15 of 26-9-20-w4th	64
1361	1348	LS 15 and 16 of 33-9-19-w4th	78
1362	1358	LS 9 and 10 of 33-9-19-w4th	68
1364	1350R	Pt. NE 13-9-20-w4th	125
1370	1360	Pt. E $\frac{1}{2}$ and LS 11 and 14 of 23-8-21-w4th	191
1377	1363	Fr. LS 13 and 14 of 30-9-20-w4th	61
1378	1365	Pt. NE 26-7-21-w4th	22
1390	1376	LS 4 of 25-9-21-w4th	40
1394	1381	SE 36-8-19-w4th	160

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
1395		Pt. NW 24-8-21-w4th	139
1400	1386	Pt. Sec. 32-9-20-w4th	50
1401	1387	LS 10 and 15 of 32-9-20-w4th	41
1403	1389	Fr. NE 1 and Pt. NE 2-9-21-w4th	109
1404	1390	Pt. SW 22-9-20-w4th	125
1405	1393	Pt. W $\frac{1}{2}$ 15-8-19-w4th	30
1408	1392	SE 30-9-20-w4th	54
1411	1396	Pt. Sections 30 and 31-9-20-w4th	108
1412	1397R	LS 1 and 2 of 33-9-19-w4th	67
1413	1398	Pt. NE 28-9-19-w4th	52
1414	1403	NE 25-9-21-w4th	150
1415	1410	Pt SE $\frac{1}{4}$ 21-9-20-w4th	144
1417	1401	Pt. Sec. 30-9-20-w4th	70
1420	1399	NE $\frac{1}{4}$ 14-9-20-w4th	90
1422	1409	LS 1, 2 and 7 of 3-10-20-w4th	110
1423	1408	Pt. SW $\frac{1}{4}$ 2-9-19-w4th	135
1424	1412	NW 13-9-20-w4th	45
1425	1413	Pt. NW 4-10-20-w4th	70
1426	1414	E $\frac{1}{2}$ of LS 9 and 16 of 21-9-20-w4th ..	35
1428	1416R	Pt. NE 4-10-20-w4th	116
1430		SW 3-10-20-w4th	146
1434	1420R	N $\frac{1}{2}$ of SW 20-9-20-w4th	75
1436	1417	W $\frac{1}{2}$ of SE 30-7-20-w4th	37
1440	1426	Pt. N $\frac{1}{2}$ 13-8-20 and Pt. S $\frac{1}{2}$ 24-8-20- w4th	40
1442	1445R	Pt. E $\frac{1}{2}$ 15-8-19-w4th	123
1444	1428	SW $\frac{1}{4}$ 14-10-20-w4th	15
1450	1433	LS 15 and 16, 27-9-20-w4th	68
1455	1443	Pt. SE $\frac{1}{4}$ 34-9-19-w4th	70
1460	1441	LS 11 and 12, 15-9-20-w4th	73
1461	1440	LS 13 and 14, 15-9-20-w4th	66
1476	1451	Pt. NE $\frac{1}{4}$ 2-9-21-w4th	74
1484	1462R	W $\frac{1}{2}$ 28-9-19-w4th	79
1487	1466	N $\frac{1}{2}$ 31-9-19-w4th	269
1488	1467	Pt. SE $\frac{1}{4}$ 4-9-19-w4th	155
1489	1468	LS 3 and 4, 27-9-20-w4th	58
1490	1472	Pt. SE $\frac{1}{4}$ and Pt. SW $\frac{1}{4}$ 11 and Pt. S $\frac{1}{2}$ 12-9-19-w4th	180
1492	1470R	W $\frac{1}{2}$ 24-10-20-w4th	148
1493	1473	Pt. S $\frac{1}{2}$ and NE $\frac{1}{4}$ 21-9-19-w4th, Fr. NE $\frac{1}{4}$ and Pt. NW $\frac{1}{4}$ 16-9-19-w4th	94.28
1494	1474R	Pt. S of Canal of E $\frac{1}{2}$ 29-9-19-w4th ..	79
1495	1475	NW $\frac{1}{4}$ 20-9-20-w4th	130
1498	1478	NE $\frac{1}{4}$ 15-10-20-w4th	80
1500	1485	Pt. W $\frac{1}{2}$ of NW $\frac{1}{4}$ and Pt. E $\frac{1}{2}$ of NW $\frac{1}{4}$ 22-9-20-w4th	78
1502	1616	LS 1 and 2, 29-9-20-w4th	73
1503	1487	NW $\frac{1}{4}$ 2-10-20-w4th	143
1504	1484	LS 1 and 8, 4-10-20-w4th	73.70
1505	1558	Pt. N $\frac{1}{2}$ 15-8-20-w4th and Pt. SW $\frac{1}{4}$ 22-8-20-w4th	10
1506	1483	Pt. SW $\frac{1}{4}$ 12-9-21-w4th	133
1510	1491	LS 4 and 5, 2-10-20-w4th	75

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
1512	1489	LS 2 and 7, 1-10-20-w4th	74
1513	1490	Fr. NW $\frac{1}{4}$ 18-10-20-w4th and SE $\frac{1}{4}$ 19-10-20-w4th	24
1514	1492	NE $\frac{1}{4}$ 16-10-20-w4th	116
1518	1498	SW $\frac{1}{4}$ 15-10-20-w4th	47
1521	1505	LS 13 and 14, 35-9-20-w4th	70
1522	1504R	NE $\frac{1}{4}$ 13-9-21-w4th	122
1524	1502	NE $\frac{1}{4}$ 5-10-20-w4th	124
1525	1506	LS 2 and 7, 4-10-20-w4th	66
1526	1501	LS 15 and 16, 11-8-21-w4th	50
1527	1523	SE $\frac{1}{4}$ 16-9-19-w4th	153
1530	1513	NE $\frac{1}{4}$ 25-9-20-w4th and Pt. SE $\frac{1}{4}$ 36-9-20-w4th	198
1533	1509	LS 3 and 4, 4-10-20-w4th	61
1534	1512	LS 11 and 12, 25-9-20-w4th	67
1540	1519	LS 5 and 6, 27-9-20-w4th	70
1541	1520	NE $\frac{1}{4}$ 28-8-20-w4th	135
1542	1521R	W $\frac{1}{2}$ 16-10-20-w4th	255
1544	1524	Pt. LS 13, 14, 15 and 16, 3-9-21-w4th	50
1545	1525	NW $\frac{1}{4}$ 27-8-19-w4th	156
1548	1528	E $\frac{1}{2}$ 1-9-19-w4th	225
1552	1533	LS 5 and 6 36-9-21-w4th	80
1553	1532	SE $\frac{1}{4}$ 20-8-19-w4th	30
1554	1534	SE $\frac{1}{4}$ 18-10-20-w4th, NW $\frac{1}{4}$ 17-10-20-w4th	118
1560	1538	NW $\frac{1}{4}$ 11-10-20-w4th	100
1562	1547	SW $\frac{1}{4}$ 36-8-19-w4th	158
1564	1548	SE $\frac{1}{4}$ 34-8-19-w4th	155
1565	1549R	NE $\frac{1}{4}$ 27-8-19-w4th	154
1567	1550	SE $\frac{1}{4}$ 25-8-19-w4th	150
1568	1551	SW $\frac{1}{4}$ 34-8-19-w4th	158
1569	1552	NE $\frac{1}{4}$ 3-9-19-w4th	155
1570	1545	NE $\frac{1}{4}$ 17-10-20-w4th	60
1571	1553	LS 5, 6 in 35-8-19-w4th	76
1572	1554	LS 3, 4 in 35-8-19-w4th	79
1574	1546	S $\frac{1}{2}$ 21-9-21-w4th	60
1575	1543	LS 7, 8 in 33-9-19-w4th	64
1578	1559	NW $\frac{1}{4}$ 12-10-20-w4th	131
1582		Pt. N $\frac{1}{2}$ 18-9-19-w4th	112.85
1584	1566R	LS 16 in 22-9-20-w4th	34
1585	1567	LS 10, 15 in 22-9-20-w4th	67
1586	1568	NE $\frac{1}{4}$ 34-9-21-w4th	148
1587	1571	LS 13, 14 in 28-9-20-w4th	79
1588	1572	LS 11, 12 in 28-9-20-w4th	76
1590	1574	LS 2, 7 in 28-9-20-w4th	64
1591	1575	LS 12, 13 in 34-8-19-w4th	76
1592	1576	LS 11, 14 in 34-8-19-w4th	77
1593	1578	LS 3, 6 in 25-9-21-w4th	79
1595	1580	NE $\frac{1}{4}$ 35, Pt. NW $\frac{1}{4}$ 36-9-19-w4th	186
1597	1583	LS 5 in 25-9-21-w4th	40
1599	1585	NE $\frac{1}{4}$ 34-8-19-w4th	158
1600	1586	Pt. LS 13 in 21-8-21-w4th	7.14

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
1602	1587	Pt. W $\frac{1}{2}$ of NW $\frac{1}{4}$ 12-9-21-w4th	73.60
1603	1592	LS 3, 6 in 26-9-20-w4th	73
1610	1599	Pt. NE $\frac{1}{4}$ 21-9-21-w4th	54
1611	1600	NW $\frac{1}{4}$ 34-9-19-w4th	80
1615	1605	NE $\frac{1}{4}$ 20-9-20-w4th	133
1616	1606	NE $\frac{1}{4}$ 24-9-20-w4th	73
1618	1608	NE $\frac{1}{4}$ 18-9-20-w4th	150
1620	1611	SW $\frac{1}{4}$ 23-9-19-w4th	159
1621	1612	SW $\frac{1}{4}$ 33-9-19-w4th	152
1622	1613	SE $\frac{1}{4}$ 22-9-20-w4th	90
1623	1614	SW $\frac{1}{4}$ 35-9-19-w4th	126
1629	1628	SE $\frac{1}{4}$ 33-9-20-w4th	138
1630	1629	NW $\frac{1}{4}$ 22-9-21-w4th	147
1631	1630	W $\frac{1}{2}$ 2-9-19-w4th	156
1632	1622	NE $\frac{1}{4}$ 23-9-20-w4th	117
1633	1623	SE $\frac{1}{4}$ 32-9-19-w4th	150
1634	1631	LS 4, 5 in 1-10-20-w4th	77
1635	1632	LS 9, 10 in 28-9-20-w4th	69
1636	1633	Pt. S $\frac{1}{2}$ 3-9-19-w4th	152
1641	1634	NE $\frac{1}{4}$ 24-9-21-w4th	157
1644	1635	NW $\frac{1}{4}$ 35-8-19-w4th	160
1645	1636	NW $\frac{1}{4}$ 23-9-19-w4th	142.18
1646	1637	Pt. E $\frac{1}{2}$ 29-9-19-w4th	151
1647	1639	E. $\frac{1}{2}$ 2-9-19-w4th	308
1648	1649	NW $\frac{1}{4}$ 29-9-20-w4th	101
1650	1640	LS 9, 10, 15, 16 of 29-9-20-w4th	146
1651	1641	SW $\frac{1}{4}$ 10-10-20-w4th	121
1652	1642	NE $\frac{1}{4}$ 36-9-20-w4th	68
1653	1643	LS 13, 14 of 3-10-20-w4th	74
1655	1645	LS 1, 2, 7, 8, of 12-10-20-w4th	136
1656	1650	NW $\frac{1}{4}$ 23-9-20-w4th	138
1657	1652	LS 9, 10, 15, 16, of 1-10-20-w4th	143
1658	1646	NE $\frac{1}{4}$ 2-10-20-w4th	147
1659	1647	SW $\frac{1}{4}$ 35-9-20-w4th	133
1660	1648	W $\frac{1}{2}$ 2-8-21-w4th	290
1661	1665	SE $\frac{1}{4}$ 16-10-20-w4th	120
1662	1653	SW $\frac{1}{4}$ 27-8-19-w4th	157
1663	1658	NE $\frac{1}{4}$ 22-8-19-w4th	152
1664	1651	LS 5, 6, of 26-9-21-w4th	80
1665	1654	NE $\frac{1}{4}$ 25-8-19-w4th	157
1666	1659	NE $\frac{1}{4}$ 26, SE $\frac{1}{4}$ 35, SW $\frac{1}{4}$ 36, in 9-19-w4th	286
1667	1660	LS 3, 4 of 25-8-19-w4th	78
1668	1661	LS 1, 2 of 7-10-20-w4th	77
1670	1663	LS 5, 6 of 25-8-19-w4th	72
1671	1656	NE $\frac{1}{4}$ and LS 7, 8 of 7-10-20-w4th	232
1672	1657	LS 13, 14 in 1-10-20-w4th	61
1673	1672	NW $\frac{1}{4}$ 26-8-21-w4th	143
1674	1662	SW $\frac{1}{4}$ 34-9-19-w4th	104
1675	1691	LS 3, 6 in 1-10-20-w4th	72
1676	1666	Pt. SE 19-9-20-w4th	143
1677	1667	N $\frac{1}{2}$ 10-10-20-w4th	223
1678	1670	SW $\frac{1}{4}$ 26-7-21-w4th	72

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
1679	1671	SE $\frac{1}{4}$ 36-7-21-w4th	81
1681	1668	NE $\frac{1}{4}$ 9-10-20-w4th	117
1682	1673	NW $\frac{1}{4}$ 22-8-19-w4th	157
1683	1669	SE $\frac{1}{4}$ 22-8-19-w4th	155
1684	1678	NE $\frac{1}{4}$ 35-9-20-w4th	117
1685	1677	NW $\frac{1}{4}$ 25-9-20-w4th	131
1686	1682	SE $\frac{1}{4}$ 10-10-20-w4th	111
1687	1675R	LS 9, 10 in 19-9-19-w4th	69
1688	1676	SW $\frac{1}{4}$ 33-9-20-w4th	95
1691	1683	Pt. N $\frac{1}{2}$ 23-10-20-w4th	179
1693	1693	LS 2, 7 in 2-10-20-w4th	72
1694	1687	SE $\frac{1}{4}$ 27-8-19-w4th	154
1697	1686	LS 15, 16 in 28-9-20-w4th	58
1699	1690	NW $\frac{1}{4}$ 9-10-20-w4th	150
1700	1688	SW $\frac{1}{4}$ 22-8-19-w4th	155
1703	1696	LS 1, 2 in 11-10-20-w4th	54
1704	1697	NE $\frac{1}{4}$ 12-10-20-w4th	143
1705	1698	LS 8, 3-10-20-w4th	38
1706	1695	LS 11, 12 in 33-8-19-w4th	48
1710	1703	Sec. 27-9-19-w4th	489
1711	1705	Pt. LS 1 and 2 in 17-10-20-w4th	54
1712	1706	NE $\frac{1}{4}$ 11-10-20-w4th	105
1716	1736	SE $\frac{1}{4}$ and LS 9 and 10 in 4-8-21-w4th	86
1718	1731	Pt. Sec. 16-8-21-w4th	140
1719	1737	LS 9 and 10 in 3-8-21-w4th	75
1720	1738	LS 15 and 16 in 3-8-21-w4th	74
1721	1743	Pt. NW $\frac{1}{4}$ 3-8-21-w4th	146
1728	1739	LS 3, 4, 5 and 6 in 3-8-21-w4th	108
1729	1719	W $\frac{1}{2}$ LS 9 and 16 in 21-9-20-w4th	37
1734	1740	LS 1, 2, 7 and 8 in 3-8-21-w4th	153
1735	1755	NW $\frac{1}{4}$ 10, Abandoned road between NE $\frac{1}{4}$ 9 and NW $\frac{1}{4}$ 10, and Pt. NE $\frac{1}{4}$ 9-8-21-w4th	130
1736	1744	Lands in 8-20-w4th	158
1738	1728	SE $\frac{1}{4}$ 14-10-20-w4th	90
1742	1729	Pt. E $\frac{1}{2}$ 23-9-19-w4th	140
1743	1741	NW $\frac{1}{4}$ 23-8-19-w4th	153
1744	1745	SE $\frac{1}{4}$ 23-8-19-w4th	151
1745	1746	W $\frac{1}{2}$ 14-8-19-w4th	130
1746	1747	E $\frac{1}{2}$ 14-8-19-w4th	106
1747	1748	SW $\frac{1}{4}$ 23-8-19-w4th	153
1748	1758	Pt. NW $\frac{1}{4}$ and Pt. E $\frac{1}{2}$ 13-8-19-w4th	70
1749	1750	NE $\frac{1}{4}$ 23-8-19-w4th	154
1750	1730	Pt. SE 19-8-19-w4th	20
1751	1742	SE $\frac{1}{4}$ 24-8-19-w4th	134
1752	1751	NW $\frac{1}{4}$ 24-8-19-w4th	144
1753	1756	NE $\frac{1}{4}$ 24-8-19-w4th	130
1754	1733	SW $\frac{1}{4}$ 24-8-19-w4th	117
1759	1734	LS 7 and 8 in 27-9-20-w4th	71
1760	1735	LS 3 and 6 in 2-10-20-w4th	75
1761	1759	SW $\frac{1}{4}$ 22-10-20-w4th	65
1762	1760	SW $\frac{1}{4}$ 11-10-20-w4th	135
1763	1763	S $\frac{1}{2}$ 31-8-18-w4th	158

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
1764	1761	LS 2, 3, 4 and 5 in 6-9-18-w4th	77
1768	1767	LS 11 and 12 in 26-9-21-w4th	77
1775	1773	LS 15 and 16 in 19-9-19-w4th	69
1776	1775	SW $\frac{1}{4}$ 32-9-20-w4th	92
1777	1776	NE $\frac{1}{4}$ 24-10-20-w4th	47
1778	1786	SW $\frac{1}{4}$ 23-8-21-w4th	85
1782	1781	SE $\frac{1}{4}$ 31-9-19-w4th	145
1784	1784	NE $\frac{1}{4}$ 33-8-19-w4th	138
1785	1785	N $\frac{1}{2}$ 31-8-18-w4th	104
1787	1787	Pt. NW $\frac{1}{4}$ 28-9-19-w4th	50
1791	1790	SW $\frac{1}{4}$ 30-9-19-w4th	135
1793	1792	Pt. SE $\frac{1}{4}$ 30-9-19-w4th	80
1794	1794	LS 3 and 6 in 28-9-20-w4th	60
1795	1797	Sec. 34-9-20-w4th	498
1796	1796	E $\frac{1}{2}$ of SE $\frac{1}{4}$ 16-9-20-w4th	75
1797	1795	NW $\frac{1}{4}$ 9-9-20-w4th	28

**WATER AGREEMENTS, THE RENTALS UNDER
WHICH ARE COLLECTED BY THE MAGRATH
IRRIGATION DISTRICT**

(All deeded lands except as shown by an "X" which are
under contract.)

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
21	125	Pt. N $\frac{1}{2}$ 32-5-22-w4th	40
22	126	LS 7, 8 of 32-5-22-w4th	20
23	127	LS 1, 2 of 32-5-22-w4th	20
24	23R	Pt. NE $\frac{1}{4}$ 29-5-22-w4th	15
25	129	Pt. NW $\frac{1}{4}$ 33-5-22-w4th	15
26	939	LS 11, 12 of 33-5-22-w4th	20
27	131	SW $\frac{1}{4}$ 33-5-22-w4th	40
28	132	NW $\frac{1}{4}$ 28-5-22-w4th	40
30	134	Pt. NE $\frac{1}{4}$ 33-5-22-w4th	12.50
32	136	S $\frac{1}{2}$ of LS 9, 10 of 33-5-22-w4th	10
33	137	Pt. SE $\frac{1}{4}$ 33-5-22-w4th	8
34	138	Pt. SE $\frac{1}{4}$ 33-5-22-w4th	10
35	139	Pt. SE $\frac{1}{4}$ 33-5-22-w4th	15
36	140	Pt. SE $\frac{1}{4}$ 33-5-22-w4th	10
37	141	Pt. SE $\frac{1}{4}$ 28-5-22-w4th	7.50
39	143	Pt. NE $\frac{1}{4}$ 16, Pt. SW $\frac{1}{4}$ 22-5-22-w4th	15
40	144	Pt. NE $\frac{1}{4}$ 16-5-22-w4th	10
41	1178	Pt. LS 1, 2, 7, 8 of 16-5-22-w4th	15
42	146	Pt. SE $\frac{1}{4}$ 16-5-22-w4th	15
43	147	N $\frac{1}{2}$ of SW $\frac{1}{4}$ 27-5-22-w4th	50
44	148	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 27-5-22-w4th	30
45	149	SW $\frac{1}{4}$ of LS 2, 27-5-22-w4th	3
46	1752	North 45 rods of the south 60 rods of the SE $\frac{1}{4}$ 21-5-22-w4th	42
49	153	NE $\frac{1}{4}$ 34-5-22-w4th	40
50	1123	Pt. Sec. 25-5-22-w4th	80
81	184	Pt. NW $\frac{1}{4}$ 33-5-22-w4th	5

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
82	185	Pt. W $\frac{1}{2}$ 34-5-22-w4th	50
91	736	LS 1, 2 of 29-5-22-w4th	10
110	212	Pt. E $\frac{1}{2}$ 27-5-22-w4th	60
111	110	Pt. SE $\frac{1}{4}$ 16-5-22-w4th	10
112	1275	LS 5 of 22-5-22-w4th	10
113	1201	Pt. LS 7, 8 of 29-5-22-w4th	20
114	272	Pt. NE $\frac{1}{4}$ 16-5-22-w4th	18
115	215	S $\frac{1}{2}$ of SE 35-5-22-w4th	20
117	217	Pt. NE $\frac{1}{4}$ 32-5-22-w4th	20
118	218	Pt. NE $\frac{1}{4}$ 33-5-22-w4th	3
119	219	Pt. NE $\frac{1}{4}$ 22-5-22-w4th	25
121	1274	S $\frac{1}{2}$ of NW $\frac{1}{4}$ 35-5-22-w4th	20
159	1122	Pt. SE $\frac{1}{4}$ 34-5-22-w4th	20
160	238	Pt. S $\frac{1}{2}$ of SW $\frac{1}{4}$ 35-5-22-w4th	20
165	1216	Pt. 26-5-22-w4th	450
166	243	Pt. SE $\frac{1}{4}$ 28-5-22-w4th	5
167	244	Pt. SE $\frac{1}{4}$ 28-5-22-w4th	5
172	249	Pt. NE $\frac{1}{4}$ 21-5-22-w4th	25
173	250	Pt. NW $\frac{1}{4}$ 27-5-22-w4th	10
174	897	W $\frac{1}{2}$ LS 2 of 28-5-22-w4th	5
177	254	Pt. E $\frac{1}{2}$ 27-5-22-w4th	30
178	255	Pt. E $\frac{1}{2}$ 35-5-22-w4th	90
179	256	Pt. NE $\frac{1}{4}$ 28-5-22-w4th	40
180	176R	Pt. N $\frac{1}{2}$ LS 13, 14 of 27-5-22-w4th	10
182	259	Pt. W $\frac{1}{2}$ of NW $\frac{1}{4}$ 21-5-22-w4th	20
183	260	Pt. SW $\frac{1}{4}$ of 35-5-22-w4th	5
366	354	Pt. N $\frac{1}{2}$ of SW $\frac{1}{4}$ 21-5-22-w4th	40
816	1028	Pt. N $\frac{1}{2}$ of SW $\frac{1}{4}$ 35-5-22-w4th	5
877	849	N $\frac{1}{2}$ of SE $\frac{1}{4}$ 34-5-22-w4th	20
905	877	Pt. NW $\frac{1}{4}$ of 22-5-22-w4th	18.75
906	878	Pt. LS 11, 14 of 22-5-22-w4th	6.25
1205	1188	N $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 28-5-22-w4th	10
1206	1189	S $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 28-5-22-w4th	10
1215	1199	N $\frac{1}{2}$ of SW $\frac{1}{4}$ 28-5-22-w4th	20
1216	1200	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 28-5-22-w4th	20
1229	1230	Pt. S $\frac{1}{2}$ of 36-5-22-w4th	10
1230	1226	Pt. S $\frac{1}{2}$ of 36-5-22-w4th	12
1231	1227	Pt. S $\frac{1}{2}$ of 36-5-22-w4th	8
1232	1228	Pt. S $\frac{1}{2}$ of 36-5-22-w4th	10
1233	1229	Pt. S $\frac{1}{2}$ of 36-5-22-w4th	10
1310	1314R	Pt. NW $\frac{1}{4}$ 15, Pt. NE $\frac{1}{4}$ 16, Pt. SW $\frac{1}{4}$ 22-5-22-w4th	24
1321X	1301	Pt. LS 11 of 22-5-22-w4th	7
1323	1311R	Pt. W $\frac{1}{2}$ of 15-5-22-w4th	40
1431	1407	Pt. NE $\frac{1}{4}$ of 29-5-22-w4th	10
1755	1753	The north 60 rods of the south 120 rods of the SE $\frac{1}{4}$ of 21-5-22-w4th	57
1756	1754	The south 15 rods of the SE $\frac{1}{4}$ of 21-5-22-w4th	14
1757	1757	Pt. SE $\frac{1}{4}$ of 21-5-22-w4th lying north of the south 120 rods	37
1788	1789	Pt. LS 11, 12, 13, 14 of 27-5-22-w4th	10

**WATER AGREEMENTS, THE RENTALS UNDER
WHICH ARE COLLECTED BY THE RAYMOND
IRRIGATION DISTRICT**

(All deeded lands except as shown by an "X" which are
under contract.)

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
53	157	S $\frac{1}{2}$ LS 5, 6 of 18-6-19-w4th	10
54	158	LS 3, 4 of 18-6-19-w4th	20
55	159	LS 2, 7 of 18-6-19-w4th	20
56	945	Pt. SE $\frac{1}{4}$ of 13-6-20-w4th	25
57	161	Pt. SE $\frac{1}{4}$ 17-6-19-w4th	10
58	57A	NW $\frac{1}{4}$ 13-6-20-w4th	40
59	520	N $\frac{1}{2}$ of NW $\frac{1}{4}$ 16-6-19-w4th	20
60	164	N $\frac{1}{2}$ LS 9, 10 of 16-6-19-w4th	10
61	165	Pt. NW $\frac{1}{4}$ 18-6-19-w4th	15
62	896	Pt. SW $\frac{1}{4}$ 24-6-20-w4th	15
65	168	Pt. SW $\frac{1}{4}$ 21-6-19-w4th	12.50
67	170	Pt. NE $\frac{1}{4}$ 24-6-20-w4th	30
68	67R	Pt. LS 7, 8 and all LS 9, 10, 15, 16 in 19-6-19-w4th	40
72	175	Pt. NE $\frac{1}{4}$ 18-6-19-w4th	12.50
73	176	Pt. NE $\frac{1}{4}$ 18-6-19-w4th	30
74	177	LS 1, 2 of 19-6-19-w4th	20
75	178	Pt. E $\frac{1}{2}$ 17-6-19-w4th	30
76	179	Pt. N $\frac{1}{2}$ of NE $\frac{1}{4}$ 16-6-19-w4th	15
78	181	Pt. NW $\frac{1}{4}$ 24-6-20-w4th	5
80	521	W $\frac{1}{2}$ of SE $\frac{1}{4}$ 25-6-20-w4th	10
83	186	Pt. LS 1, 2 of 24-6-20-w4th	12.50
84	187	N $\frac{1}{2}$ of LS 7, 8 of 13-6-20-w4th	10
86	189	Pt. SW $\frac{1}{4}$ 24-6-20-w4th	5
87	190	Pt. E $\frac{1}{2}$ 24-6-20-w4th	30
88	191	Pt. NW $\frac{1}{4}$ 25-6-20-w4th	12.50
89	192	Pt. NW $\frac{1}{4}$ 25-6-20-w4th	12.50
90	193	Pt. SE $\frac{1}{4}$ 21, NE $\frac{1}{4}$ 16-6-19-w4th	25
95	197	Pt. SW $\frac{1}{4}$ 17-6-19-w4th	12.50
98	200	Pt. W $\frac{1}{2}$ 19-6-19-w4th	50
99	201	LS 8 of 25-6-20-w4th	10
101	203	LS 3, 4 of 19-6-19-w4th	20
102	204	Pt. SW $\frac{1}{4}$ 17-6-19-w4th	12.50
106	208	S $\frac{1}{2}$ of LS 7, 8 of 19-6-19-w4th	10
107	209	Pt. SW $\frac{1}{4}$ 16-6-19-w4th	15
109	211	Pt. SE $\frac{1}{4}$ 13-6-20-w4th	18
120	1040	LS 1 of 25-6-20-w4th	10
123	221	SW $\frac{1}{4}$ 30-6-19-w4th	40
124	222	Pt. NE $\frac{1}{4}$ 16-6-21-w4th	40
146	225	Pt. S $\frac{1}{2}$ LS 15, 16 of 17-6-19-w4th ...	10
147	226	Pt. LS 3, 4 of 20-6-19-w4th	20
149	228	Pt. W $\frac{1}{2}$ 20-6-19-w4th	40
150	229	Pt. SE $\frac{1}{4}$ 17-6-19-w4th	25
151	230	Pt. W $\frac{1}{2}$ 25-6-20 w4th	55
152	231	Pt. N $\frac{1}{2}$ of LS 15, 16 of 17-6-19-w4th	10
154		Pt. of 29-6-19-w4th	600
158	236	Pt. SW $\frac{1}{4}$ 17-6-19-w4th	15

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
186	262	Pt. NW $\frac{1}{4}$ 17-6-19-w4th	15
192	265	Pt. SE $\frac{1}{4}$ 16-6-19-w4th	40
193	714	Pt. NW of 30-6-19-w4th	80
194		SW of 28-6-19-w4th	40
195	847	SE of 28-6-19-w4th	40
198	269	Pt. NE of 28-6-19-w4th	40
225	215	Lot 12 of Sec. 1, 12, 13 in 6-21-w4th	10
230	324	Lot 20 of Sec. 1, 12, 13 in 6-21-w4th	5
231	325	Lot 21 of Sec. 1, 12, 13 in 6-21-w4th	10
232	326	Lot 22 of Sec. 1, 12, 13 in 6-21-w4th	5
235	329	Lot 31 of Sec. 1, 12, 13 in 6-21-w4th	10
236	330	Lot 33 of Sec. 1, 12, 13 in 6-21-w4th	5
239	333	Lot 38 of Sec. 1, 12, 13 in 6-21-w4th	10
240	334	Lot 43 of Sec. 1, 12, 13 in 6-21-w4th	8
241	335	Lot 50 of Sec. 1, 12, 13 in 6-21-w4th	10
242	336	Lot 51 of Sec. 1, 12, 13 in 6-21-w4th	5
245	339	Lot 57 of Sec. 1, 12, 13 in 6-21-w4th	5
246	340	Lot 58 of Sec. 1, 12, 13 in 6-21-w4th	5
251	345	Lot 28 of Sec. 1, 12, 13 in 6-21-w4th	10
257	247	Lot 26 of Sec. 2, 11, 14 in 6-21-w4th	10
261	251	Lot 33 of Sec. 2, 11, 14 in 6-21-w4th	10
263	357	Lot 68 of Sec. 1, 12, 13 in 6-21-w4th	10
270	848	Lot 24 of Sec. 19, 20 in 6-20-w4th	5
271	365	Lot 28 of Sec. 19, 20 in 6-20-w4th	10
272	366	Lot 39 of Sec. 19, 20 in 6-20-w4th	10
279	531	Lot 29 of Sec. 15, 22 in 6-20-w4th	10
280	372	Lot 30 of Sec. 15, 22 in 6-20-w4th	10
281	373	Lot 40 Sec. 15 and 22 in 6-20-w4th	10
282	374	Lot 62 Sec. 2, 11 and 14 in 6-21-w4th	10
283	375	Lot 66 Sec. 2, 11 and 14 in 6-21-w4th	10
285	377	Lot 24 of Sec. 1, 12 and 13 in 6-21-w4th	10
286	378	Lots 25, 26, 38, 39 Sec. 15 and 22 in 6-20-w4th	20
288	849	Lot 20 of Sec. 15, 22 in 6-20-w4th	8
294	284	Lots 25 and 26 of Sec. 1, 12 and 13 in 6-21-w4th	5
296	388	Lot 35 of Sec. 1, 12 and 13 in 6-21-w4th	10
297	389	Lot 64 of Sec. 1, 12 and 13 in 6-21-w4th	9
298	390	Lot 70 of Sec. 1, 12 and 13 in 6-21-w4th	10
299	391	Lot 69 of Sec. 1, 12 and 13 in 6-21-w4th	5
301	393	Lot 43 of Sec. 2, 11 and 14 in 6-21-w4th	5
305	716	Lot 6 of Sec. 19 and 20 in 6-20-w4th ..	5
306	397	Lot 32 of Sec. 15 and 22 in 6-20-w4th	5
307	398	Lots 17, 18, 23 and 24, of Sec. 15 and 22 in 6-20-w4th	40
308	399	Lots 27, 28, 36 and 37 of 15, 22 in 6-20-w4th	38

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
309	400	SW & LS 1 and 2, S $\frac{1}{2}$ LS 7, 36-6-20-w4th	20
310	401	W $\frac{1}{2}$ of NW $\frac{1}{4}$ of 21-6-20-w4th	5
312	738	N $\frac{1}{2}$ of NW of 14-6-20-w4th	50
317	408	Lot 30 Sec. 19 and 20 in 6-20-w4th	10
321	411	Lot 48 of Sec. 1, 12 and 13, in 6-21-w4th	10
322	412	LS 10 S $\frac{1}{2}$ of LS 15, 33-6-20-w4th	15
326	416	W $\frac{1}{2}$ of SW $\frac{1}{4}$ 28-6-20-w4th	5
327	316R	S $\frac{1}{2}$ of NE 29-6-20-w4th	20
329	419	Pt. N $\frac{1}{2}$ of 11-6-21-w4th	5
330	420	Lot 32, Sec. 1, 12, 13-6-21-w4th	10
333	494	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 15-6-20-w4th	30
334	940	S $\frac{1}{2}$ of SE $\frac{1}{4}$ 22-6-20-w4th	40
335	424	Pt. E $\frac{1}{2}$ of SW $\frac{1}{4}$ 14-6-20-w4th	5
336	425	Pt. W $\frac{1}{2}$ of NW 23-6-20-w4th	5
340	429	LS 11 and 12 and S $\frac{1}{2}$ of LS 14, 34-6-20-w4th	50
341	430	Lot 41, Sec. 1, 12, 13 in 6-21-w4th	10
344	433	Lots 5 and 6, Sec. 15 and 22 in 6-20-w4th	18
346	739	S $\frac{1}{2}$ of NW $\frac{1}{4}$ 14-6-20-w4th	30
347	436	Lot 42, Sec. 2, 11 and 14 in 6-21-w4th	5
352	850	S $\frac{1}{2}$ of SE $\frac{1}{4}$ 23-6-20-w4th	80
353	442	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 26-6-20-w4th	20
357	446	Lot 41, Sec. 2, 11, 14 in 6-21-w4th	5
358	447	Lot 50, Sec 2, 11, 14 in 6-21-w4th	5
361	450	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of 29-6-20-w4th	5
363	452	W $\frac{1}{2}$ of SE $\frac{1}{4}$ 28-6-20-w4th	5
364	352R	N $\frac{1}{2}$ of SW $\frac{1}{4}$ of 15-6-20-w4th	37.50
365	353R	Pt. S $\frac{1}{2}$ of SW $\frac{1}{4}$ of 15-6-20-w4th	37.50
368	851	Lot 21, Sec. 15 and 22 in 6-20-w4th ..	8
369	458	Lot 23, Sec. 2, 11, 14 in 6-21-w4th	5
375	464	Lots 76 and 77, Sec. 1, 12, 13 in 6-21-w4th	5
376	465	Lot 5, Sec. 19, 20 in 6-20-w4th	5
377	466	N $\frac{1}{2}$ of NE $\frac{1}{4}$ of 26 in 6-20-w4th	20
378	476	N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 23-6-20-w4th	37.50
379	947	Pt. S $\frac{1}{2}$ of N $\frac{1}{2}$ 7-6-21-w4th	25
380	532	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 32-6-20-w4th	10
381	369	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 10-6-21-w4th	20
382	533	LS 4, 27-6-21-w4th	10
383	534	N $\frac{1}{2}$ of SW $\frac{1}{4}$ 35-6-20-w4th	40
384	852	N $\frac{1}{2}$ of SE $\frac{1}{4}$ 27-6-20-w4th	40
385	938	S $\frac{1}{2}$ of SE $\frac{1}{4}$ 27-6-20-w4th	80
389	537	Lot 46 in Sec. 15, 22 of 6-20-w4th	5
391	853	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 15-6-20-w4th	80
392	380R	N $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ 14-6-20-w4th ..	25
394	538	Pt. N $\frac{1}{2}$ of SE $\frac{1}{4}$, Pt. NE $\frac{1}{4}$ of 19, N $\frac{1}{2}$ of SW $\frac{1}{4}$ 20-6-21-w4th	10
395	539	LS 5, 27-6-21-w4th	5
369	540	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 28-6-21-w4th	10
397	385A	E $\frac{1}{2}$ of SW $\frac{1}{4}$ 28-6-20-w4th	5

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
398	937	E $\frac{1}{2}$ of SE $\frac{1}{4}$ 28-6-20-w4th	30
401	543	Lot 3 of Sec. 15 and 22-6-20-w4th	5
402	544	Lot 4 of Sec. 15 and 22-6-20-w4th	5
403	659	Lot 8 of Sec. 15 and 22-6-20-w4th	5
404	854	Lot 19 of Sec. 15 and 22-6-20-w4th	10
405	545	Lot 42 of Sec. 1, 12 and 13 in 6-21- w4th	8
406	660	Lot 46 of Sec. 1, 12 and 13 in 6-21- w4th	10
407	968	Lots 61 of Sec. 1, 12 and 13 in 6-21- w4th	9
411	855	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 14-6-20-w4th	80
424	411R	Pt. E $\frac{1}{2}$ 16-6-20-w4th	205
425	856	Pt. Secs. 7, 8, 9, 16, 17, 18 in 6-20- w4th	1050
432	856	N $\frac{1}{2}$ of SW $\frac{1}{4}$ 23-6-20-w4th	30
434	666	Pt. N $\frac{1}{2}$ of SW $\frac{1}{4}$ 15-6-19-w4th	10
437	555	N $\frac{1}{2}$ of SW $\frac{1}{4}$ 32-6-20-w4th	30
438	425	Lot 27 of Sec. 1, 12, 13 in 6-21-w4th ..	8
444	684	SE $\frac{1}{4}$ 11-7-21-w4th	150
446	718	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 23-6-20-w4th	25
447	559	S $\frac{1}{2}$ of NW $\frac{1}{4}$ 16-6-19-w4th	20
450	560	Lot 1, Secs. 15, 22 in 6-20-w4th	10
454	904	S $\frac{1}{2}$ of SE $\frac{1}{4}$ 34-6-20-w4th	40
464	719	Pt. N $\frac{1}{2}$ 31-6-20-w4th	50
465	571	E $\frac{1}{2}$ of NW $\frac{1}{4}$ 31-6-20-w4th	50
467	673	S $\frac{1}{2}$ of S $\frac{1}{2}$ E of Pothole River in 29- 6-21-w4th	20
468	573	N $\frac{1}{2}$ of N $\frac{1}{2}$ E of Pothole River in 20- 6-21-w4th	40
472	577	Lot 78, 79, Secs. 1, 12, 13 in 6-21- w4th	10
492	477	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 23-6-20-w4th	50
497	731	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 15-6-19-w4th	40
498	949	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 25-6-20-w4th	20
499	595	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 25-6-20-w4th	20
500	485R	Pt. Sec. 8-6-21-w4th	150
518	1211	Lot 17, Pt. SE $\frac{1}{4}$ 11-6-21-w4th	8
530	515R	W $\frac{1}{2}$ of NW $\frac{1}{4}$ 21-6-21-w4th	75
542	632	Lot 62, Secs. 1, 12, 13 of 6-21-w4th ..	9
543	633	Lot 25, Secs. 19, 20 in 6-20-w4th	5
554	643	E $\frac{1}{2}$ of SW $\frac{1}{4}$ 15-6-21-w4th	30
567	721	Lot 38, Sec. 19 and 20 of 6-20-w4th ..	10
575	710	Lot 40, Sec. 1, 12 and 13 of 6-21-w4th ..	10
576	709	Lots 9, 10, 11, 12, 13, 14, 15, 16 in Sec. 15 and 22 of 6-20-w4th	75
585	702	Pt. NE $\frac{1}{4}$ 9-6-20-w4th	140
586	701	Pt. NW $\frac{1}{4}$ 9-6-20-w4th	70
587	700	Pt. NW $\frac{1}{4}$ 10-6-20-w4th	30
588	699	Pt. SE $\frac{1}{4}$ 21-6-20-w4th	30
589	698	Pt. SE $\frac{1}{4}$ 21-6-20-w4th	30
591	696	S $\frac{1}{2}$ of N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 10-6-21-w4th ..	5
592	695	N $\frac{1}{2}$ of SE $\frac{1}{4}$ 33-6-20-w4th	20

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
595	692	Lot 37, Pt. Sec. 19 and 20 of 6-20-w4th	5
620	759	LS 4 of 28-6-21-w4th	40
621	606	LS 5 of 28-6-21-w4th	40
623	762	Lot 39, sec. 1, 12 and 13 of 6-21-w4th	10
624	763	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 22-6-19-w4th	8
625	764	W $\frac{1}{2}$ of SW $\frac{1}{4}$ 14-6-20-w4th	5
626	765	N $\frac{1}{2}$ of NW $\frac{1}{4}$ 3-6-21-w4th	60
627	766	E $\frac{1}{2}$ of SE $\frac{1}{4}$ 15-6-20-w4th	50
629	767	Lot 29, Sec. 1, 12 and 13 of 6-21-w4th	10
630	768	W $\frac{1}{2}$ of SE, S $\frac{1}{2}$ of NW, Pt. LS 10, Pt. S $\frac{1}{2}$ of LS 9 and W $\frac{1}{2}$ LS 15, 1-7-21- w4th	140
639	780	Pt. E $\frac{1}{2}$ of NE $\frac{1}{4}$ 10-6-21-w4th	75
645	863	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 28-6-21-w4th	10
646	864	Pt. S $\frac{1}{2}$ of NW $\frac{1}{4}$ 15-6-21-w4th	5
698	868	All LS 5 and W $\frac{1}{2}$ LS 4 in 16-6-21- w4th	60
699	869	Pt. NW 24-6-20-w4th	12.50
700	950	N $\frac{1}{2}$ of SW 22-6-19-w4th	8
707	935	Lot 61 of Sec. 19 and 20 in 6-20-w4th	9
708	876	Pt. N $\frac{1}{2}$ of SE 18-6-21-w4th	15
709	877	Pt. N $\frac{1}{2}$ of SW 17-6-21-w4th	20
711	934	N $\frac{1}{2}$ of SE 20-6-21-w4th	20
712	933	S $\frac{1}{2}$ of NE 20-6-21-w4th	20
713	879	S $\frac{1}{2}$ of SE 32-6-20-w4th	20
715	700R	S $\frac{1}{2}$ of NE 17-6-21-w4th	20
716	906	S $\frac{1}{2}$ of S $\frac{1}{2}$ 18-6-21-w4th	10
717	907	S $\frac{1}{2}$ of SW 17-6-21-w4th	20
718	880	N $\frac{1}{2}$ of N $\frac{1}{2}$ 7-6-21-w4th	20
719	881	W $\frac{1}{2}$ of SE 17-6-21-w4th	20
722	1004	Pt. N $\frac{1}{2}$ of SW 22-6-21-w4th	60
723	884	Pt. NE 3-6-21-w4th	30
734	952	E $\frac{1}{2}$ of SE 2-7-21-w4th	40
735	853	Pt. N $\frac{1}{2}$ of NE 27-6-20-w4th	40
736	888	Lot 43 of Secs. 19, 20 in 6-20-w4th	10
737	908	Lot 66 of Secs. 1, 12, 13 in 6-21-w4th	9
738	931	E $\frac{1}{2}$ of SW 14-6-21-w4th	30
739	925	Lot 29 in Secs. 19, 20 in 6-20-w4th	5
740	930	Lot 36 in Sec. 19, 20 in 6-20-w4th	5
743	889	S $\frac{1}{2}$ of NE 27-6-20-w4th	40
745	1061	W $\frac{1}{2}$ of SE $\frac{1}{4}$ of 2-7-21-w4th	40
746	910	W $\frac{1}{2}$ of SW $\frac{1}{4}$ of 30-6-20-w4th	40
748	954	Lot 57, Plan Raymond 1345 J	5
749	856	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of 14-6-21-w4th	10
750	927	Pt. E $\frac{1}{2}$ of NE $\frac{1}{4}$ of 21-6-20-w4th	40
751	955	Pt. NW $\frac{1}{4}$ of 10-6-21-w4th	15
752	1177	N $\frac{1}{2}$ of NE $\frac{1}{4}$ of 17-6-21-w4th	20
753	1778	N $\frac{1}{2}$ of NW $\frac{1}{4}$ of 16-6-21-w4th	20
755	1198	Lot 44, Plan 1346 J Raymond	10
756	1023	Pt. NE $\frac{1}{4}$ of 22-6-20-w4th	30
758	926	S $\frac{1}{2}$ of E $\frac{1}{2}$ of NE $\frac{1}{4}$ 33-6-20-w4th	5
759	911	Pt. E $\frac{1}{2}$ of SE $\frac{1}{4}$ of 27-6-21-w4th	25
760	891	N $\frac{1}{2}$ of SW $\frac{1}{4}$ 21-6-21-w4th	25

W.A.	Govt. Reg. No.	LAND	Irri. Area as per Agreement
762	924	Pt. W $\frac{1}{2}$ of NE $\frac{1}{4}$ of 34-6-20-w4th	30
763	1205	S $\frac{1}{2}$ of NE $\frac{1}{4}$ of 14-6-21-w4th	20
764	1016	E $\frac{1}{2}$ of NW $\frac{1}{4}$ of 21-6-20-w4th	50
765	956	N $\frac{1}{2}$ of SE $\frac{1}{4}$ of 21-6-21-w4th	20
766	923	S $\frac{1}{2}$ of SE $\frac{1}{4}$ of 21-6-21-w4th	20
770	1042	S $\frac{1}{2}$ of NW $\frac{1}{4}$ of 13-6-21-w4th	10
772	912	E $\frac{1}{2}$ of NW $\frac{1}{4}$ of 23-6-20-w4th	10
774	973	W $\frac{1}{2}$ of LS 7, Pt. W $\frac{1}{2}$ of LS 2, of 14-6-20-w4th	20
775	974	W $\frac{1}{2}$ of LS 10, W $\frac{1}{2}$ of LS 15, of 21-6-20-w4th	35
780	958	Pt. N $\frac{1}{2}$ of SE $\frac{1}{4}$ and Pt. NE $\frac{1}{4}$ of 12-7-21-w4th	30
782	1496	S $\frac{1}{2}$ of SW $\frac{1}{4}$ of 20-6-21-w4th	10
783	921	Pt. NW $\frac{1}{4}$ of 21-6-19-w4th	12
785	1039	E $\frac{1}{2}$ of NE $\frac{1}{4}$ 34-6-20-w4th	40
786	1214	S $\frac{1}{2}$ of SW $\frac{1}{4}$ 21-6-21-w4th	40
789	1071	Pt. S $\frac{1}{2}$ of SE $\frac{1}{4}$ 20-6-21-w4th	20
790	770	LS 8 of 18-6-19-w4th	10
791	1497	N $\frac{1}{2}$ of NE $\frac{1}{4}$ 14-6-21-w4th	25
792	1212	S $\frac{1}{2}$ of SE $\frac{1}{4}$ 23-6-21-w4th	25
794	1176	Pt. S $\frac{1}{2}$ of NE $\frac{1}{4}$ and N $\frac{1}{2}$ of SE $\frac{1}{4}$ 29-6-21-w4th	10
795	997	LS 1 of 18-6-19-w4th	10
796	857	E $\frac{1}{2}$ of SE $\frac{1}{4}$ 15-6-21-w4th	10
797	1186	S $\frac{1}{2}$ of NW $\frac{1}{4}$ 15-6-19-w4th	10
800	976	W $\frac{1}{2}$ of SE $\frac{1}{4}$ 28-6-21-w4th	20
801	977	Lot 16, Sec. 2, 11, 14 of 6-21-w4th	10
802	780	Lot 18, Sec. 2, 11, 14 of 6-21-w4th	10
804	998	S $\frac{1}{2}$ of NE $\frac{1}{4}$ 27-6-21-w4th	25
805	738R	W $\frac{1}{2}$ of NW $\frac{1}{4}$ 22-6-20-w4th	15
806	784R	NE $\frac{1}{4}$ of LS 10, E $\frac{1}{2}$ LS 15 in 21-6- 20-w4th	30
807	989	E $\frac{1}{2}$ of NE $\frac{1}{4}$ 21-6-21-w4th	10
815	793	Pt. SW $\frac{1}{4}$ of 24-6-20-w4th	15
817	1017	E $\frac{1}{2}$ of NW $\frac{1}{4}$ 23-6-21-w4th	20
828	1215	W $\frac{1}{2}$ of SW $\frac{1}{4}$ 1-7-21-w4th	50
831	2144	Lot 52, Plan Raymond 1346 J	5
832	2145	Lot 55, Plan Raymond 1346 J	5
859	834	Pt. SW $\frac{1}{4}$ of 24-6-20-w4th	10
883	860	E $\frac{1}{2}$ of SW $\frac{1}{4}$ 1-7-21-w4th	20
884	861	W $\frac{1}{2}$ of NE 21-6-21-w4th	20
911	880	Pt. SW $\frac{1}{4}$ of 16-6-19-w4th	12.50
912	881	Pt. SW $\frac{1}{4}$ of 16-6-19-w4th	12.50
919	888	W $\frac{1}{2}$ of SW $\frac{1}{4}$ 12-7-21-w4th	37.50
920	889	E $\frac{1}{2}$ of SW $\frac{1}{4}$ 12-7-21-w4th	37.50
928	896	Pt. SE $\frac{1}{4}$ 20-6-19-w4th	40
995	952	Pt. E $\frac{1}{2}$ of NW $\frac{1}{4}$ 28-6-19-w4th	20
1057	1004	W $\frac{1}{2}$ of NW $\frac{1}{4}$ 28-6-19-w4th	20
1058	1018R	SE $\frac{1}{4}$ 35-6-20-w4th	120
1070X	1020A	S $\frac{1}{2}$ of NW $\frac{1}{4}$ 29-6-20-w4th	40
1132	1106	N $\frac{1}{2}$ of SE $\frac{1}{4}$ 34-6-21-w4th	57
1179	1191	Parcels 4, 5 in SE $\frac{1}{4}$ 12-7-21-w4th	16.50

W.A.	Govt. Reg. No.	LAND	Irri Area as per Agreement
1182	1134	Pt. SW $\frac{1}{4}$ 21-6-20-w4th	15
1228	1225	NW $\frac{1}{4}$ 11-7-21-w4th	48.75
1234A	1589	Pt. NW $\frac{1}{4}$ 16-6-20-w4th	25
1234	1232R	Pt. W $\frac{1}{2}$ 16-6-20-w4th	170
1243	1238	SW $\frac{1}{4}$ 11-7-21-w4th	54
1275	1271	S $\frac{1}{2}$ of S $\frac{1}{2}$ of NE $\frac{1}{4}$ of 14-6-20-w4th	25

SCHEDULE "C"

The following parcels of land in Block forty-two (42) as shown on a plan of part of the City of Lethbridge, registered in the Land Titles Office for the South Alberta Land Registration District as "Lethbridge 4353 S",—

1. All of the west sixty-two and one-half ($62\frac{1}{2}$) feet of lot twenty-eight (28) ;
2. All of the west seventy-seven (77) feet of lot twenty-nine (29) ;

Easements for right-of-way over the following parcels of land in the said Block forty-two (42),—

1. The south sixteen (16) feet of the east forty-eight (48) feet of lot twenty-nine (29) ;
2. The south twelve (12) feet of that portion of lot twenty-eight (28) lying between the west sixty-two and one-half ($62\frac{1}{2}$) feet and the east forty-eight (48) feet.

SCHEDULE "D"

By virtue of the powers vested in me pursuant to Section 23, subsection (2) of *The Irrigation District Act, 1915*, and of all other powers me thereunto enabling, I, The Honourable A. J. MacLean, Minister of Public Works for the Province of Alberta, do hereby approve of the Agreement hereto annexed, contained in sheets numbered one to ten, made between the Board of Trustees of the Taber Irrigation District and The Alberta Railway and Irrigation Company, and bearing date the 12th day of July, A.D. 1919.

As witness my hand at Edmonton this second day of August, A.D. 1919.

Witness to the signature of
the Minister of Public Works: (Sgd.) "A. J. MACLEAN."

(Sgd.)
"H. HEFFERNAN."

By virtue of the powers vested in me pursuant to Section 49 of *The Irrigation Act*, and of all other powers me thereunto enabling, I, The Honourable Arthur Meighen, Minister of the Interior for the Dominion of Canada, do hereby approve of the Agreement hereto annexed, contained in sheets numbered one to ten, made between the Board of Trustees of the Taber Irrigation District and The Alberta Railway and Irrigation Company, and bearing date the 12th day of July, A.D. 1919.

As witness my hand and seal of office at Ottawa, this 18th day of July, A.D. 1919.

(Sgd.) "ARTHUR MEIGHEN,"
Minister of the Interior.
[SEAL OF THE DEPARTMENT
OF THE INTERIOR]

Witness to the signature
of the Minister of the
Interior:
(Sgd.) "J. T. MITCHELL."

This Agreement made the twelfth day of July, A.D. 1919.
Between:

THE BOARD OF TRUSTEES OF THE
TABER IRRIGATION DISTRICT, a body
corporate, organized under the provisions of
The Irrigation District Act, 1915, hereinafter
called "the Board",

Of the First Part,

— and —

THE ALBERTA RAILWAY AND IRRIGA-
TION COMPANY, hereinafter called "the
Company",

Of the Second Part.

Whereas the Taber Irrigation District was erected, pursuant to the provisions of *The Irrigation District Act*, 1915, on the 23rd day of August, 1917;

And Whereas the Board has requested the Company to enter into a contract with the Board for the construction of the works necessary for the utilization of water in the irrigation of the said District, and the supply of water to the District from the existing works of the Company;

Now Therefore This Agreement Witnesseth that the Board and the Company, for themselves, their successors and assigns, mutually covenant and agree each with the other, as follows:

1. The Company will, as a Contractor for, and on behalf of the Board construct, complete and finish in a workmanlike manner, and according to the plans and specifications

accompanying this contract which have been signed on behalf of the parties for identification, and which are to be taken and read as forming part of this contract, the works shown in the drawings, maps, plans and profiles which accompany and form part of this contract, as follows:

- No. 1201—General plan showing location of works.
- No. 1187-1, No. 1187-2—Plans showing location of ditches and structures.
Profile of main canal and typical cross sections of smaller ditches.
- No. 2198—Plan of Bank Gate.
- No. 2183—Plan of Bank Gate.
- No. 2184—Plan of Hold-up Gate.
- No. 2185—Plan of Branch Gates on Distributaries.
- No. 2186—Plan of 3 - 4 foot Drops, Main Canal.
- No. 2187—Plan of Bridge and Culvert.
- No. 2188—Plan of Double Bent Bridge.
- No. 2189, 2189-1—Plans of Timber Flume and portals.
- No. 2144-1, No. 2144-2—Plans of Headgates, N.W. $\frac{1}{4}$ Sec. 36, Tp. 9, Rge 19, W. 4th Mer.
- No. 2197—Plan of rating section.
- No. 4043—Plan of Railway Crossings.
- No. 2208—Plan of Flume 150' long (on Distributary No. 21).
- No. 2207—Plan of Bank-gate (3' x 1' opening).
- No. 2024—Standard Plan of Drop (for small distributaries).

The design and construction of the works shown in said drawings, maps, plans and profiles shall be followed in all essential details but such changes or modifications may be made as are necessary by reason of variations in the bed-widths of canals or other similar considerations.

2. The said works shall be commenced forthwith after the execution and delivery of this agreement and the approval thereof as hereinafter provided, and shall be prosecuted continuously and diligently to completion, subject to any delays caused by strikes, accidents, unfavorable weather conditions, or other causes beyond the control of the Company.

3. Any contract which may be let by the Company for the construction of the said works, shall be submitted to and subject to the approval of the Board, but such approval shall only be required as to the form of the contract, and not as to the prices to be paid by the Company to the contractor.

4. The Board will, upon the completion by the Company of all the works embraced in the foregoing paragraph hereof,

in the manner described in the specifications hereto attached, and after conveyance to the Board of the lands mentioned in paragraph six hereof, pay to the Company, or to its order, the sum of Two hundred and seventy-two thousand dollars (\$272,000.00). The said amount shall be paid by the delivery by the Board to the Company, or its order, of Debentures of the part value of One thousand dollars each, payable at the Bank of Montreal, in the City of Montreal in twenty equal annual instalments (with interest at the rate of six per cent (6%) per annum payable annually), the first instalment of the principal sum to be payable ten years from the date of the debentures; the first instalment of interest to be payable one year from the date of the debentures; and the said debentures shall be good and valid securities, and shall be issued by the Board pursuant to and in strict accordance with all the requirements of *The Irrigation District Act*, 1915. The said debentures shall be issued by the Board so soon after the execution and delivery of this agreement as the same may be issued in compliance with the requirements of the said *Irrigation District Act*, 1915, and shall forthwith thereafter be deposited by the Board in escrow with the Bank of Montreal at the City of Calgary, to be delivered to the Company upon the completion of the works and the conveyance of the lands aforesaid. The said debentures shall bear interest from the date of issue but, pending the completion of the works and the conveyance of the lands as aforesaid, an account shall be kept of the amounts expended by the Company from month to month in the construction of the said works, and interest shall be chargeable thereon at the rate of six (6) per cent per annum upon each monthly progress estimate, and the Company shall accept the accrued interest on such estimates in satisfaction of the interest accrued due upon the Debentures at the date of the completion of the works.

5. The Board will from time to time, and at all times hereafter so long as any of the said debentures remain unredeemed, furnish to the Company upon request, at the cost and expense of the Board, and to the satisfaction of the Company's solicitor, all evidence and proof, documentary and otherwise, of the compliance by the Board with all the provisions of *The Irrigation District Act*, 1915, and of the legality and regularity of any and all acts and proceedings of the Board and of all officials and employees of the Board which can or may affect the validity of the said debentures, or any of them.

6. The Company agrees to acquire, at its own cost and expense the lands required for the right of way for the Main Canal as shown on said plans marked No. 1187-1, No. 1187-2, and to convey or procure to be conveyed to the Board, the said lands.

7. The Board agrees to acquire, at its own cost and expense, before the work is commenced by the Company, all the lands required for the right of way for the distributary

canals shown on the said plans marked 1187-1, 1187-2, or alternatively to acquire easements in perpetuity over the said lands; and will take all steps necessary to put the Company in possession of the said lands, so that the work of construction of the said distributaries shall not be delayed or impeded. Should the progress of the work be stopped or delayed by reason of failure to secure the right of way, any additional cost or expense incurred by the Company by reason of such stoppage or delay in completing the work shall be borne by the Board and shall be paid by the Board to the Company upon the rendering of bills therefor certified as correct by the Company's Engineer.

8. The Board agrees to procure the assent of the Department of Public Works, or of any Municipality having jurisdiction in the premises to the crossing of any and all road allowances which may be crossed by the main canal and distributing ditches.

9. Nothing herein contained shall be deemed to impose on the Company any duty to maintain or repair any of the works herein provided for (save and except the dam and headgate situate in the north west quarter of section 36, township 9, range 19, west of the fourth meridian, which shall be maintained by the Company), but the Board will maintain, repair, renew and operate the said works (save as aforesaid) in accordance with the provisions of *The Irrigation Act*, and observe all the duties and obligations imposed by law upon licensees, permittees or applicants in respect of works constructed and operated under the provisions of the said Act, and will from time to time, and at all times hereafter, indemnify and save harmless the Company of, from and against all and every obligation, liability and duty whatsoever, which may be imposed upon the Company by Statute or otherwise by reason of the construction of the said works or the performance by the Company of the terms of this agreement, as well as of, from and against all actions or causes of action, suits, claims and demands whatsoever, which shall or may be made against the Company for injury or damage to persons or property arising out of or connected with the construction or operation of the said works.

10. From and after the completion of the said works, and the delivery of the said debentures, the Company in consideration of the annual rental of Eight thousand four hundred and seventy five dollars (\$8,475.00) to be paid annually in advance to the Company as hereinafter provided, and in consideration of the covenants, conditions and stipulations hereinafter contained, covenants and agrees (subject to any change which may hereafter be made in the legal duty of water) to supply to the Board at the point hereinafter mentioned during the irrigation season of each and every year, as fixed by the regulations prescribed under the provisions of *The Irrigation Act*, except when prevented by unusual storms, floods or other disasters over which it has no control, out of its reservoir in Chin Coulee available for such purpose

thirty-four thousand acre feet of water for the irrigation of the irrigable lands comprised within the said district, but the obligations of the Company hereunder shall at all times be subject to the following conditions, restrictions and regulations, that is to say,—

(a) the Board, its successors or assigns, shall pay annually in advance to the Company on or before the first day of May in each year, or at such later date as the Company may fix, from the date hereof, as rental for the water supply as herein provided, the sum of Eight thousand four hundred and seventy-five dollars (\$8,475.00) per annum, the said rental to be paid without any deduction or abatement, notwithstanding any change which may hereafter be made in the legal duty of water, and no such change shall oblige the Company to supply any greater quantity of water than that hereinbefore mentioned.

(b) The Company may shut off the water agreed to be supplied at any time during the irrigation season whenever necessary for repairing its canal or any branch or other works connected therewith, but shall give reasonable notice to the Board of its intention so to do, whenever practicable, and the Company will repair or restore its works with all reasonable dispatch.

(c) The Company's reservoir in Chin Coulee is to be filled from the Company's existing works known as the A. R. & I. System during those portions of the irrigation season in which the full capacity of the said works is not required for supplying water to water users, from time to time the holders of water agreements from the Company for the supply of water from its existing works, as well as during those portions of the year not included in the irrigation season in which the Company may be authorized to divert water; but if by reason of drought or for any cause beyond the control of the Company the supply of water obtainable from the source whence the Company is authorized to divert water shall be insufficient to fill the said reservoir or furnish the full amount of water to be supplied to the Board (after fully supplying the requirements of the said water-users on the Company's existing system) or if by reason of the full capacity of the said existing works being required to supply the requirements of the said water users, or if by reason of the necessity of shutting off the water to make necessary repairs to its canal or any branch or works connected therewith, the Company is unable to fill the said reservoir or to supply the full amount of water to the Board, the Company shall not be liable for any damages by reason of the deficiency, but the Board shall be entitled only to a reduction of the rental proportionate to the deficiency, and in case rental has been paid by the Board to the Company in respect of any quantity of water which the Company fails to supply, the Board shall be entitled to deduct the amount so paid from any subsequent payment or payments on account of rental under this agreement.

(d) The water herein agreed to be supplied shall be used only to irrigate the irrigable lands comprised within the said District or some portion thereof and no other land and for no other purpose, and under no circumstances shall the said water, or any portion thereof, be used for mining, milling, or mechanical power, or for any purpose not directly connected with, or incidental to the irrigation of the said lands, except to fill ponds for the purpose of watering live stock.

(e) The Company shall deliver the said quantity of water to the Board out of the water then being in the reservoir, available for such purpose, at the headgate situate in the northwest quarter of section thirty-six (36) township nine (9) range nineteen (19) west of the fourth meridian, and the said water shall be delivered through the said headgate and measured in a suitable manner; the manner of withdrawing and regulating the supply of water from the said reservoir, shall be prescribed by the Company and shall at all times be under its control.

(f) The Board, its successors and assigns, shall not permit said water, or any portion thereof supplied as aforesaid, to run to waste, when such waste can be prevented by reasonable care and diligence on the part of the Board.

(g) The Board agrees from time to time, and at all times after the said works are completed and turned over to the Board to indemnify and save harmless the Company of, from and against any and all claims for loss or damage by reason of or resulting from any leakage or seepage from the said canal, or any of its laterals or branches, anything in any statute, law or custom or to the contrary notwithstanding.

(h) Subject to the provisions of Section 49 of *The Irrigation Act* the Company shall at all times hereafter have the right to make such rules and regulations as may be necessary to regulate the delivery and distribution of said water to the Board, its successors and assigns, and to add to and change or modify such rules and regulations; provided, however, that such rules and regulations shall in no way conflict with the terms of the clause of this agreement under which the water is supplied to the Board and provided further that a copy of such rules and regulations, or of any amendments and additions thereto shall be supplied to the Board.

(i) No transfer of the whole or of any part of the water supplied under this agreement shall contemplate or authorize the diverting of the said water from any of the lands comprised within the said district to any other land not included in the district.

(j) In case the Board, its successors or assigns shall fail, neglect or refuse to take the said water and pay the rental therefor, as herein provided, for any two years in succession, then this agreement, so far as it may bind either of the parties hereto shall become null and void, and all rights and interests hereby created or then existing in favour of the Board, its successors or assigns, shall cease and determine

and all equitable and legal interests in the said water shall revert to and revest in the Company, and without any right to the Board, its successors or assigns for reclamation or compensation for moneys paid, as absolutely and fully and perfectly, as if this agreement had never been made, but nothing done hereunder shall affect the validity of the debentures which, notwithstanding such annulment shall be paid according to the tenor thereof.

11. And it is further agreed and understood by and between the parties hereto, anything hereinbefore contained to the contrary notwithstanding, that nothing in this agreement shall be construed or taken as giving to the Board, its successors or assigns, any right or interest, whether by easement or otherwise, in any canal, lateral or branch, or other work of any kind whatsoever owned or operated by the Company, but the right of the Board under this agreement shall be strictly limited to its right to receive delivery of the amount of water hereinbefore specified at the said headgate above mentioned; but nevertheless, in the event of the Company being prevented by any cause beyond its control from carrying such water to the point or points where the same is to be delivered by means of its canal system, then there shall be no obligation on the part of the Company to deliver such water by any other means.

12. This agreement is subject to the consent and approval of the Minister of Public Works for the Province of Alberta in accordance with the provisions of *The Irrigation District Act, 1915*, and the amendments thereto, and of the Minister of the Interior for the Dominion of Canada in accordance with the provisions of *The Irrigation Act, Chapter 61, (R.S.C. 1906)*, and amendments thereto, and shall not be binding upon either party until the consent and approval of the Ministers aforesaid shall have been formally certified.

As witness whereof the Corporate Seal of the Board and the hands of the Trustee thereof, and the Corporate Seal of the Company and the hands of its Officials below named.

Signed, Sealed and Delivered in the presence of	}	TABER IRRIGATION DISTRICT,
"Theodore Sundal"		per "Lawrence Peterson"
As to Trustees		per "Carl C. Cook"
Taber Irrigation District.		per "John W. Anderson"
		[SEAL]

ALBERTA RAILWAY AND IRRIGATION COMPANY,

"E. W. Beatty"
President

[SEAL]

"H. C. Oswald"
Secretary

SCHEDULE "E"

By virtue of the powers vested in me pursuant to *The Irrigation Act* and all other powers me thereunto enabling, I, William Wallace Cory, Deputy Minister of the Interior for the Dominion of Canada, do hereby approve of the Agreement hereto annexed contained in Sheets Numbered One (1) to Four (4) made between the Board of Trustees of the Taber Irrigation District and the Alberta Railway & Irrigation Company and bearing the date the 8th day of June, A.D. 1928.

As witness my hand and seal of office at Ottawa, in the Province of Ontario, this 19th day of July, A.D. 1928.

[SEAL OF THE DEPARTMENT OF THE INTERIOR]

(Sgd.) "W. W. CORY",
Deputy Minister of the Interior.

(Sgd.) "S. P. MOUSSETTE",
Witness to the signature of the
Deputy Minister of the Interior.

By virtue of the powers vested in us pursuant to *The Irrigation Districts Act*, being Chapter 114 of the Revised Statutes of Alberta, 1922, and amendments thereto and of all other powers us thereunto enabling we, The Irrigation Council appointed pursuant to the provisions of the said *Irrigation Districts Act* do hereby approve of the Agreement hereto annexed contained in Sheets Number One (1) to Four (4) made between the Board of Trustees of the Taber Irrigation District and the Alberta Railway & Irrigation Company and bearing date the 8th day of June, A.D. 1928.

As witness our hands and seals at Edmonton, in the Province of Alberta, this 18th day of June, A.D. 1928.

THE IRRIGATION COUNCIL,
(Sgd.) "L. C. CHARLESWORTH".

Witness:

This agreement made in duplicate this 8th day of June, A.D. 1928.

Between:

THE BOARD OF TRUSTEES OF THE
TABER IRRIGATION DISTRICT

(hereinafter called "the Board")
Of the First Part,

— and —

THE ALBERTA RAILWAY AND IRRIGATION COMPANY

(hereinafter called "the Company")
Of the Second Part.

Whereas an agreement was entered into on the 12th day of July, 1919, between the parties hereto by which Agreement it was *inter alia* provided that the Company would in consideration of the annual rental of Eight thousand Four hundred and seventy-five (\$8,475.00) Dollars payable as in said Agreement set forth, supply to the Board out of the reservoir of the Company in Chin Coulee Thirty-four thousand (34,000) acre feet of water for the irrigation of the irrigable lands comprised within the said District, on the terms and conditions more fully set forth in said Agreement.

And whereas the lands included in said District are shown enclosed in green on the blue-print hereto annexed and forming part of this Agreement.

And whereas the District proposes to add to the content of said District certain lands colored yellow on the blue-print hereto annexed, said lands so proposed to be added containing Four thousand Six hundred and sixty-one and five-one hundredths (4661.5) irrigable acres.

And whereas the consent of the Minister of the Interior for the Dominion of Canada and of the Minister of Railways and Telephones for the Province of Alberta has been obtained to such change of content.

And whereas the said Agreement provides *inter alia* that the water therein agreed to be supplied shall be used to irrigate the irrigable lands comprised within the said District or some portion thereof, and no other land and for no other purpose, and under no circumstances shall the said water or any portion thereof be used for mining, milling or mechanical power, or for any purpose not directly connected with, or incidental to the irrigation of the said lands except to fill ponds for the purpose of watering live-stock.

And whereas the Board has requested the Company to agree that part of the water agreed to be supplied as aforesaid may be used to irrigate not only the lands included in the said District as same existed on 12th July, 1919, but also the irrigable area of the lands to be added to said District and shown colored yellow on said blue-print hereto annexed.

Now this Agreement witnesseth that the Company and the Board, for themselves and their respective successors and assigns mutually covenant and agree as follows:

1. That from and after the 1st day of April, 1929, notwithstanding the provisions of said Agreement dated 12th July, 1919, and in particular the provisions of paragraph

10 (d) of said Agreement, part of the water supplied by the Company pursuant to said Agreement dated 12th July, 1919, may be used by the Board in its discretion for the irrigation of the irrigable area of the lands outside said District as constituted on the 12th of July, 1919, said lands outside said District, but to be added thereto, being shown colored yellow on the blue-print hereto annexed.

2. That the Board will pay to the Company, in addition to the annual rental of Eight thousand four hundred and seventy-five (\$8,475.00) Dollars payable under said Agreement of 12th July, 1919, an additional annual rental of Two thousand three hundred and thirty dollars and seventy-five cents (\$2,330.75) such additional annual rental to be paid annually to the Company at the office of its Department of Natural Resources in the City of Calgary, in the Province of Alberta, on the first day of May in each year, the first of such payments to be made on the 1st May, 1929.

3. That nothing contained in this Agreement shall be held or construed as in any way varying the provisions of said Agreement of 12th July, 1919, except in so far as this Agreement may be expressly inconsistent with said Agreement of 12th July, 1919, and particularly paragraphs 10 (d) and 10 (i) of said Agreement, or to deprive the Company of any rights conferred on it by same, or to relieve the Board from any liability or obligation imposed upon it by the provisions of said Agreement of 12th July, 1919, and in particular the rental provided for by this Agreement shall be paid to the Company in manner aforesaid notwithstanding any change which may hereafter be made in the legal duty of water, and no such change or anything contained in this Agreement shall obligate the Company to supply any greater quantity of water than that provided for by said Agreement of 12th July, 1919.

4. That the Board will indemnify and save harmless the Company against any and all claims which may at any time be made against the Company in consequence of or arising out of the execution of this Agreement or anything done pursuant thereto.

This Agreement is subject to the consent and approval of The Irrigation Council for the Province of Alberta, and of the Minister of the Interior for the Dominion of Canada, and shall not be binding upon either party until the consent and approval of the Council and Minister aforesaid shall be formally certified.

As witness the Corporate Seal of the Board and the hands of the Trustees thereof, and the Corporate Seal of the Company and the hands of its officials below named.

Signed, Sealed and Delivered in the presence of
(Sgd.) "Ted Sundal"

[SEAL OF THE TABER IRRIGATION DISTRICT]

[SEAL OF THE ALBERTA RAILWAY AND IRRIGATION COMPANY]

THE BOARD OF
TRUSTEES OF THE
TABER IRRIGATION
DISTRICT

per

(Sgd.) "Wm. Valgardson"

(Sgd.) "H. N. Peterson"

(Sgd.) "C. B. Hill"

THE ALBERTA RAIL-
WAY AND IRRIGATION
COMPANY

per

(Sgd.) "Grant Hall"
Vice-President

(Sgd.) "H. C. Oswald"
Secretary

SCHEDULE "F"

By virtue of the powers vested in me pursuant to *The Irrigation Act* and all other powers me thereunto enabling, I, the Deputy of the Minister of the Interior for the Dominion of Canada, do hereby approve of the Agreement hereunto annexed contained in sheets numbered one to eleven made between the Board of Trustees of the Magrath Irrigation District and the Alberta Railway and Irrigation Company and bearing date the 18th day of June, 1926.

As witness my hand and seal of office at Ottawa, this 9th day of July, A.D. 1926.

"W. W. CORY"
*Deputy of the Minister of
the Interior.*

"R. LAFLEUR"
*Witness to the signature
of the Deputy of the
Minister of the Interior.*

[SEAL]

By virtue of the provisions of *The Irrigation Districts Act* being Chapter 114 of the Revised Statutes of Alberta, 1922, and all other powers us therein enabling, the Irrigation Council appointed pursuant to the provisions of the said *Irrigation Districts Act* does hereby approve of the Agreement hereunto annexed contained in sheets numbered one to eleven made between the Board of Trustees of the Magrath Irrigation District and the Alberta Railway and Irrigation Company and bearing date the 18th day of June, 1926.

As witness the seal of the said Irrigation Council attested by the signature of its Chairman at Edmonton, in the Province of Alberta, this 26th day of June, 1926.

IRRIGATION COUNCIL,
per "L. C. Charlesworth"
Chairman.

"Geo. E. Powell"
*Witness to the signature of the
Chairman of the Irrigation Council.*

This Agreement made in duplicate the eighteenth day of June, A.D. 1926.

Between:

THE BOARD OF TRUSTEES OF THE
MAGRATH IRRIGATION DISTRICT, a body
corporate organized under the provisions of
The Irrigation Districts Act being Chapter 114
of the Revised Statutes of Alberta, 1922,

(hereinafter called "the Board")
Of the First Part,

— and —

THE ALBERTA RAILWAY AND IRRIGA-
TION COMPANY

(hereinafter called "the Company")
Of the Second Part.

Whereas the Magrath Irrigation District was erected on the 2nd day of June, 1924, pursuant to the provisions of the said *Irrigation Districts Act*;

And whereas the Board has requested the Company to enter into a contract with the Board for the construction of the works necessary for the utilization of water in the irrigation of the said District, and also for the supply of water to the said District from the existing works of the Company;

Now therefore this Agreement witnesseth that the Board and the Company for themselves, their successors and assigns, mutually covenant and agree each with the other, as follows:

1. That the Company will, as a Contractor for, and on behalf of the Board, design, construct, complete and finish in a workmanlike manner, and according to the general plan prepared by the Engineer for the District and approved by the Board and which has been signed by the parties hereto for identification all the ditches, structures and other works called for by said plan and necessary for completing the works contemplated by said plan. The design and construc-

tion of the works shall follow said general plan in all essential details but such changes may be made as are necessary to conform to actual field conditions.

2. The said works shall be commenced forthwith after the execution and delivery of this Agreement, and the approval thereof as hereinafter provided, and shall be prosecuted continuously and diligently to completion, subject to any delays caused by strikes, accidents, unfavorable weather conditions or other causes beyond the control of the Company.

3. Any contract which may be let by the Company for the construction of the said works, shall be submitted to and subject to the approval of the Board.

4. The Board will, upon the completion by the Company of all the works embraced in the foregoing paragraph hereof, in the manner prescribed by the general plan referred to in paragraph 1 hereof pay to the Company or its order the actual cost including engineering and supervision of said works, as said cost shall be certified by the Manager of the Department of Natural Resources of the Company, the amount of said cost to be paid by the delivery by the Board to the Company or its order of Debentures of the par value of One thousand (\$1,000.00) Dollars each payable at the Bank of Montreal, in the City of Montreal, in twenty-eight equal annual instalments with interest at the rate of six (6%) per cent per annum payable annually on the first day of December in each year, the first instalment of the principal sum to be payable on 1st December, 1929, the first instalment of interest to be payable on the 1st December, 1926, and the said Debentures shall be good and valid securities and shall be issued by the Board pursuant to and in strict accordance with all the requirements of *The Irrigation Districts Act*, Chapter 114, R.S.A., 1922, and shall bear date 1st June, 1926. The said Debentures to the amount of Eighty thousand (\$80,000.00) Dollars which is the estimated cost of the construction of said works, shall be issued by the Board as soon after the execution and delivery of this Agreement as the same may be issued in compliance with the requirements of the said *Irrigation Districts Act*, 1922, and shall forthwith thereafter be delivered by the Board in escrow with the Bank of Montreal at the Town of Magrath in the Province of Alberta, to be delivered, but only to the amount of the cost certified by the Manager as aforesaid—to the Company upon the completion of the works. The said Debentures shall bear interest from the date of issue, but pending the completion of the works aforesaid, an account shall be kept of the amounts expended by the Company from month to month in the construction of the said works, and interest shall be chargeable thereon at the rate of six (6%) per cent per annum upon each monthly progress estimate, and the Company shall accept the accrued interest on such estimates in satisfaction of the interest accrued due upon the Debentures at the date of the completion of the works.

5. The Board will, from time to time, and at all times hereafter so long as any of the said Debentures shall remain unredeemed furnish to the Company upon request, at the cost and expense of the Board, and to the satisfaction of the Company's Solicitor, all evidence and proof, documentary and otherwise, of the compliance by the Board with all the provisions of *The Irrigation District Act*, and of the legality and regularity of any and all acts and proceedings of the Board, and of all officials and employees of the Board, which can or may affect the validity of the said Debentures or any of them.

6. The Board agrees to acquire at its own cost and expense, before the work is commenced by the Company all the lands required for right of way for the works as shown on the general plan referred to in paragraph one hereof in so far as such lands are not vested in the Company (which lands vested in the Company and in particular the right of way of the present Magrath Lateral shall be conveyed by the Company to the Board) or alternatively to acquire easements in perpetuity over the said lands, and will take all steps necessary to put the Company in possession of the said lands, so that the work of construction of the said works shall not be delayed or impeded. Should the progress of the work be stopped or delayed by reason of failure to secure the right of way or easements any additional cost or expense incurred by the Company by reason of such stoppage or delay in completing the work shall be borne by the Board, and shall be paid by the Board to the Company upon the rendering of bills therefor certified as correct by the Company's Engineer.

7. The Board agrees to procure the assent of the Department of Public Works, or of any Municipality having jurisdiction in the premises to the crossing of any and all road allowances which may be crossed by the works to be constructed as aforesaid.

8. Nothing herein contained shall be deemed to impose on the Company any duty to maintain or repair any of the works herein provided for (save and except the headgates hereinafter mentioned) but the Board will maintain, repair renew and operate the said works save as aforesaid in accordance with the provisions of *The Irrigation Act*, and observe all the duties and obligations imposed by law upon licensees, permittees or applicants in respect of works constructed, operated and maintained under the provisions of the said Act, and will from time to time and at all times hereafter indemnify and save harmless the Company of, from and against all and every obligation, liability and duty whatsoever, which may be imposed upon the Company by statute or otherwise by reason of the construction, operation or maintenance of the said works or the performance by the Company of the terms of this Agreement as well as of, from and against all actions, or causes of action, suits, claims and demands whatsoever which shall or may be made against the

Company for injury or damage to persons or property arising out of or connected with the construction or operation of the said works.

9. That in consideration of the sum of One hundred and twenty thousand (\$120,000.00) Dollars to be paid by the Board to the Company in manner hereinafter mentioned the Company agrees to supply to the Board through headgates to be constructed and maintained by the Company at two points, namely one on its main canal near Spring Coulee at a point to be designated by the Engineers of the Company, and another on its main canal at Pot Hole at or near the present headgate of the Magrath Lateral, during the irrigation season of each and every year as fixed by the regulations prescribed under the provisions of *The Irrigation Act*, being Chapter 61 of the Revised Statutes of Canada, 1906, except when prevented by unusual storms, floods or other disasters over which it has no control thirty (30) cubic feet of water per second for the irrigation of the irrigable lands comprised within the limits of said District, but the obligations of the Company hereunder shall at all times be subject to the following conditions, restrictions and regulations, that is to say:

(a) The Board will in accordance with the provisions of the said *Irrigation Act* maintain, repair, renew and operate all "works" (as defined in the said *Irrigation Act*) situate within said District and all canals and ditches into which water is supplied by the Company to the Board from the headgates aforesaid, and observe all the duties and obligations imposed by law upon licensees, permittees or applicants in respect of "works" (defined as aforesaid) constructed and operated under the provisions of the said Act, in so far as such duties and obligations affect the "works" within said District and the canals and ditches into which water is supplied by the Company to the Board from the headgates aforesaid, and will from time to time, and at all times hereafter, indemnify and save harmless the Company of, from and against all and every obligation, liability and duty whatsoever which may be imposed upon the Company by Statute or otherwise by reason of the operation or the maintenance of the said "works", canals and ditches or the performance by the Company of the terms of this agreement as well as of, from and against all actions, or causes of action, suits, claims and demands whatsoever, which shall or may be made against the Company for injury or damage to persons or property arising out of or connected with the construction, maintenance or operation of the said "works", canals and ditches.

(b) The Board, its successors or assigns, will pay annually in advance to the Company at the Office of its Department of Natural Resources in the City of Calgary in the Province of Alberta, on or before the first day of May in each year commencing with the year 1927 or at such later date as the Company may fix from the date hereof as rental for the

water supplied as herein provided the sum of Three thousand three hundred and seventy-five (\$3,375.00) Dollars the said rental to be paid without any deduction or abatement, notwithstanding any change which may hereafter be made in the legal duty of water, and no such change shall oblige the Company to supply any greater quantity of water than that hereinbefore mentioned.

(c) The Company may shut off the water agreed to be supplied at any time during the irrigation season whenever necessary for repairing its canal or any branch or other works connected therewith, but shall give reasonable notice to the Board of its intention so to do, whenever practicable, and the Company will repair or restore its works with all reasonable dispatch.

(d) If by reason of drought or for any cause beyond the control of the Company the supply of water obtainable from the source whence the Company is authorized to divert water shall be insufficient to furnish the full amount of water to be supplied to the Board, or if by reason of the necessity of shutting off the water to make necessary repairs to its canal or any branch of the works connected therewith, the Company is unable to supply the full amount of water to the Board, the Company shall not be liable for any damages by reason of the deficiency, and it shall have the right to distribute such water as may be obtainable *pro rata* to all persons or corporations entitled thereto and for such purpose may establish and enforce such rules and regulations as it may deem necessary and expedient.

(e) The water herein agreed to be supplied shall be used only to irrigate the irrigable lands comprised within the said District or some portion thereof, and no other land, and for no other purpose, and under no circumstances shall the said water or any portion thereof, be used for mining, milling or mechanical power, or for any purpose not directly connected with or incidental to the irrigation of the said lands, except to fill ponds for the purpose of watering live stock.

(f) The Board, its successors and assigns, shall not permit said water, or any portion thereof supplied as aforesaid, to run to waste, when such waste can be prevented by reasonable care and diligence on the part of the Board.

(g) Subject to the provisions of Section 49 of *The Irrigation Act* the Company shall at all times hereafter have the right to make such rules and regulations as may be necessary to regulate the delivery of said water to the Board, its successors and assigns, and to add to and change or modify such rules and regulations; provided however, that such rules and regulations shall in no way conflict with the terms of the clause of this Agreement under which the water is supplied to the Board and provided further that a copy of such rules and regulations, or of any amendments and additions thereto shall be supplied to the Board.

(h) No transfer of the whole or any part of the water supplied under this Agreement shall contemplate or authorize the diverting of the said water from any of the lands comprised within the said District to any other land not included in the District.

10. The said sum of One hundred and twenty thousand (\$120,000.00) Dollars shall be paid by the delivery by the Board to the Company or its order of Debentures of the par value of One thousand (\$1,000.00) Dollars each payable at the Bank of Montreal in the City of Montreal in twenty-eight equal annual instalments with interest at the rate of six per cent per annum payable annually on the first day of December in each year, the first instalment of the principal sum to be payable on the first day of December, 1929, and the first instalment of interest to be payable on the first day of December, 1927, said Debentures to bear date the 1st day of June, 1926, but not to bear interest for the period from 1st June, 1926, to 1st May, 1927, and the said Debentures shall be good and valid securities, and shall be issued by the Board pursuant to and in strict accordance with all the requirements of the said *Irrigation Districts Act*. The said Debentures shall be issued by the Board as soon after the execution and delivery of this Agreement as the same may be issued in compliance with the requirements of the said *Irrigation Districts Act*, and shall forthwith thereafter be delivered by the Board to the Company at the Office of its Department of Natural Resources in the City of Calgary, aforesaid.

11. The Board will, from time to time and at all times hereafter so long as any of the said Debentures remain unredeemed furnish to the Company upon request, at the cost and expense of the Board, and to the satisfaction of the Company's Solicitor, all evidence and proof, documentary and otherwise, of the compliance by the Board with all the provisions of *The Irrigation Districts Act*, and of the legality and regularity of any and all acts and proceedings of the Board and of all officials and employees of the Board, which can or may effect the validity of the said Debentures, or any of them.

12. The Board hereby undertakes to act and the Company hereby appoints the Board to act as Agent of the Company for the delivery to lands under what is commonly known as Magrath Lateral of the water provided for by Water Agreements between owners of said land and the Company, and that it, the said Board will and it does hereby assume each and all liabilities of the Company under the said Water Agreements and will indemnify the Company in respect of and against each and all liabilities of the Company under the covenants, conditions and provisions in said Water Agreements contained on behalf of the Company, and that it the said Board will collect from the water users holding said Water Agreements the rental provided for by same, and shall pay to the Company the sum of One hundred and twelve dollars and fifty cents (\$112.50) for every second

foot of water covered by such Water Agreements and stipulated therein to be supplied by the Company. Said sum shall be paid annually on or before the 15th day of May in each year in respect of the year's supply of water, for payment of which the water users holding said water agreements are liable under said Water Agreements, it being agreed and understood that the Company will upon the request of the Board cancel any of said Water Agreements if the water rentals payable thereunder are unpaid and in arrears.

13. The Company will deliver to the District at the head of the Magrath Lateral the amount of water covered by the said Water Agreements between the said Company and water users in the said District plus ten (10%) per cent allowance for seepage and evaporation, and the Company's responsibility for the delivery of water to the individual points of delivery in the District specified in the Water Agreements with the said water users will be assumed by the Board.

14. And it is further agreed and understood by and between the parties hereto, anything hereinbefore contained to the contrary notwithstanding, that nothing in this Agreement shall be construed or taken as giving to the Board, its successors or assigns, any right or interest, whether by easement or otherwise, in any canal, lateral or branch or other work of any kind whatsoever owned or operated by the Company save as specifically set out in this Agreement, and in the event of the Company being prevented by any cause beyond its control from carrying water to the point or points where the same is to be delivered by means of its canal system, then there shall be no obligation on the part of the Company to deliver such water by any other means.

15. This Agreement is subject to the consent and approval of the Irrigation Council as established by *The Irrigation Districts Act* in accordance with the provisions of *The Irrigation Districts Act* and amendments thereto, and of the Minister of the Interior for the Dominion of Canada in accordance with the provisions of *The Irrigation Act*, Chapter 61, (R.S.C. 1906) and amendments thereto, and shall not be binding upon either party until the consent and approval of the Irrigation Council and Minister aforesaid shall have been fully certified.

As witness whereof the Corporate Seal of the Board and the hands of the Trustees thereof, and the Corporate Seal of the Company and the hands of its officials below named.

Signed, Sealed and Delivered in the presence of

"J. T. Steele"
As to Trustees Magrath
Irrigation District.

"Ernest Bennion"

"Isaac Sabey"

"R. S. Thompson"

[SEAL OF MAGRATH
IRRIGATION DISTRICT]

THE ALBERTA RAILWAY & IRRIGATION COMPANY,

"E. W. Beatty"
President

"H. C. Oswald"
Secretary

[SEAL OF THE ALBERTA RAILWAY
AND IRRIGATION COMPANY]

SCHEDULE "G"

This Agreement made in duplicate this 21st day of March,
A.D. 1932,

Between:

THE BOARD OF TRUSTEES OF THE
MAGRATH IRRIGATION DISTRICT, a body
corporate organized under the provisions of
The Irrigation Districts Act, being Chapter
114 of the Revised Statutes of Alberta, 1922,

(hereinafter called "The Board")
Of the First Part,

— and —

THE ALBERTA RAILWAY AND IRRIGA-
TION COMPANY

(hereinafter called "The Company")
Of the Second Part.

Whereas by Agreement made between the Parties hereto
on the 18th day of June, 1926, and pursuant to the provisions
of *The Irrigation Districts Act*, being Chapter 114 of the
Revised Statutes of Alberta, 1922, certain debentures were
issued by the District, herein called the original debentures;

And whereas the Company is the holder of the original
debentures;

And whereas the District is in default under the original
debentures with respect to the payments of principal and
interest falling due thereunder on the 1st day of December
in each of the years 1930 and 1931, is unable to make the
said payments, and has requested the Company to accept
in lieu thereof new debentures of the nature hereinafter
described which the Company has agreed to do, subject to
the conditions herein contained;

And whereas it is necessary for the District to obtain
legislation sanctioning this Agreement and authorizing the
District to issue the new debentures;

Now therefore this Agreement witnesseth that the parties
mutually covenant and agree as follows:

(1) The Company will not, with respect to the payments due and in default as aforesaid, take any steps to collect the said payments or seek to put in force or invoke any of the provisions of *The Irrigation Districts Act* for the collection of principal moneys and interest due under the original debentures, and payable in the years 1930 and 1931.

(2) The District undertakes to procure the passing by the Legislature of the Province of Alberta of legislation enabling the District to validly issue and deliver to the Company new debentures, fifteen in number, of the par value of Five thousand (\$5,000.00) Dollars each, the said new debentures being payable at par at the Bank of Montreal in the City of Montreal in the Province of Quebec, one on the 1st day of December, 1938, and one on the 1st day of December in each of the years 1939 to 1952, both inclusive, and one Debenture of the par value of \$3,654.92 payable at par at the Bank of Montreal in the City of Montreal on the 1st day of December, 1953; each of the said fifteen debentures to have attached thereto six coupons, each for the sum of Two hundred (\$200.00) Dollars and each payable at par at the said Bank of Montreal one on the 1st day of December, 1932, and one on the 1st day of December in each of the years 1933 to 1937, both inclusive, the said new debentures to bear date the 1st day of December, 1931, and to rank *pari passu* with the original debentures, to have the same effect, to be enforceable and to be secured in the same manner as is provided by *The Irrigation Districts Act* with respect to debentures issued pursuant to the provisions thereof.

(3) Forthwith upon the passing of such legislation the District will do all things necessary or requisite to enable the District to issue good and valid new debentures for the amounts and payable in the manner and at the time and place set forth in paragraph two (2) hereof, and shall execute and issue such new debentures (approved as hereinafter provided) and shall deliver the same to the Company.

(4) The new debentures shall be subject to the approval of the Provincial Treasurer.

(5) On delivery to the Company of the new debentures the payments due and owing by the District in the years 1930 and 1931 shall be deemed to be fully paid and satisfied and the coupons representing said payments shall be delivered up to the District to be cancelled.

(6) The Company agrees that if the sums due and payable as aforesaid on the 1st day of December in each of the years 1930 and 1931, together with interest thereon at the rate of six (6%) per cent per annum calculated from the dates on which said sums respectively became due, to the 1st day of December, 1931, do not in the aggregate amount to the sum of Fifty thousand (\$50,000.00) Dollars the difference together with interest thereon at the rate of six (6%) per cent per annum from the 1st day of December, 1931,

shall by the Company be credited on and in reduction of the amounts falling due on the 1st day of December, 1932, under the terms of the original debentures.

(7) This Agreement is subject to ratification by the Legislature for the Province and should the enabling legislation not be passed at the present Session of the Legislature this agreement shall be null and void.

(8) Neither the execution of this Agreement nor anything done to carry out the terms hereof shall impair or invalidate the rights or remedies of the Company or the holders of the debentures issued under the recited agreement in respect of any further or other default on the part of the District, saving that in respect of the payments due in the years 1930 and 1931 as hereinbefore mentioned.

As witness the corporate seals of the parties hereto and the hands of their respective officials below named.

[SEAL OF MAGRATH
IRRIGATION DISTRICT]

"J. T. Steele"
Secretary-Treasurer

"Christian Jensen"

"R. S. Thompson"

"J. H. Bridge"

THE ALBERTA RAILWAY & IRRIGATION COMPANY

"E. W. Beatty"
President

[SEAL]

"H. C. Oswald"
Secretary

SCHEDULE "H"

By virtue of the powers vested in me pursuant to *The Irrigation Act*, and all other powers me thereunto enabling, I, the Honourable Charles Stewart, Minister of the Interior for the Dominion of Canada, do hereby approve of the Agreement hereunto annexed contained in sheets numbered one to ten made between the Board of Trustees of the Raymond Irrigation District and the Alberta Railway and Irrigation Company and bearing date the 12th day of May, 1926.

As witness my hand and seal of office at Ottawa this 29th day of May, A.D. 1926.

[SEAL OF THE DEPARTMENT OF THE INTERIOR]

"W. W. Cory"
Deputy Minister of the Interior

*Witness to the signature of the
Deputy Minister of the Interior*
"R. Lafleur"

By virtue of the powers vested in the Irrigation Council, pursuant to Section 35 of *The Irrigation Districts Act*, being Chapter 114 of the Revised Statutes of Alberta, 1922, and of all other powers the said Council thereunto enabling, the said Irrigation Council does hereby approve of the Agreement hereto annexed contained in sheets numbered one to ten made between the Board of Trustees of the Raymond Irrigation District and The Alberta Railway & Irrigation Company and bearing date the.....day of, A.D. 1926.

Dated at Edmonton this 15th day of May, A.D. 1926.

"L. C. Charlesworth"
Irrigation Council

Witness

"Geo. E. Powell"

This Agreement made in duplicate the 12th day of May, A.D. 1926.

Between:

THE BOARD OF TRUSTEES OF THE RAYMOND IRRIGATION DISTRICT, a body corporate organized under the provisions of *The Irrigation Districts Act*, being Chapter 114 of the Revised Statutes of Alberta, 1922, hereinafter called "The Board"

Of the First Part,

— and —

THE ALBERTA RAILWAY AND IRRIGATION COMPANY, herinafter called "The Company"

Of the Second Part.

Whereas the Raymond Irrigation District was erected on the 11th day of March, 1925; pursuant to the provisions of the said *Irrigation Districts Act*;

And whereas the Company has been supplying water to owners and occupiers of land situate within the limits of the said District;

And whereas the Board and the Company desire to enter into a contract for the operation, maintenance and repair of certain works necessary for the utilization of water in the irrigation of lands in the said District, and for the supply of water to the said District from the existing works of the Company:

Now therefore this indenture witnesseth that the Board and the Company for themselves, their respective successors and assigns mutually covenant and agree each with the other as follows:

1. That in consideration of the sum of One hundred and sixty thousand (\$160,000.00) Dollars to be paid by the Board to the Company in manner hereinafter mentioned, the Company agrees to supply to the Board, through headgates to be constructed and maintained by the Company at points on its main canal to be designated by the Company during the irrigation season of each and every year as fixed by the regulations prescribed under the provisions of *The Irrigation Act*, being Chapter 61 of The Revised Statutes of Canada, 1906, except when prevented by unusual storms, floods or other disasters over which it has no control, Forty (40) cubic feet of water per second for the irrigation of the irrigable lands comprised within the limits of said District, but the obligations of the Company hereunder shall at all times be subject to the following conditions, restrictions and regulations, that is to say:—

(a) The Board will in accordance with the provisions of the said *Irrigation Act* maintain, repair, renew and operate all “works” (as defined in the said *Irrigation Act*) situate within said District and all canals and ditches into which water is supplied by the Company to the Board from the headgates aforesaid, and observe all the duties and obligations imposed by law upon licensees, permittees or applicants in respect of “works” (defined as aforesaid) constructed and operated under the provisions of the said Act, in so far as such duties and obligations affect the “works” within said District and the canals and ditches into which water is supplied by the Company to the Board from the headgates aforesaid, and will from time to time and at all times hereafter indemnify and save harmless the Company of, from and against all and every obligation, liability and duty whatsoever which may be imposed upon the Company by statute or otherwise by reason of the operation or maintenance of the said “works”, canals and ditches, or the performance by the Company of the terms of this Agreement as well as of, from and against all actions, or causes of action, suits, claims and demands whatsoever, which shall or may be made against the Company for injury or damage to persons or property arising out of or connected with the construction, maintenance or operation of the said “works”, canals and ditches.

(b) The Board, its successors or assigns will pay annually in advance to the Company at the Offices of its Department of Natural Resources in the City of Calgary, in the Province of Alberta, on or before the first day of May in each year commencing with the year 1926, or at such later date as the Company may fix from the date hereof, as rental for the water supplied as herein provided the sum of Four Thousand Five hundred (\$4,500.00) Dollars, the said rental to be paid without any deduction or abatement, notwithstanding any change which may hereafter be made in the legal duty of water, and no such change shall oblige the Company to supply any greater quantity of water than that hereinbefore mentioned.

(c) The Company may shut off the water agreed to be supplied at any time during the irrigation season whenever necessary for repairing its canal or any branch or other works connected therewith, but shall give reasonable notice to the Board of its intention so to do, whenever practicable, and the Company will repair or restore its works with all reasonable dispatch.

(d) If by reason of drought or for any cause beyond the control of the Company the supply of water obtainable from the source whence the Company is authorized to divert water shall be insufficient to furnish the full amount of water to be supplied to the Board, or if by reason of the necessity of shutting off the water to make necessary repairs to its canal or any branch of the works connected therewith, the Company is unable to supply the full amount of water to the Board, the Company shall not be liable for any damages by reason of the deficiency, and it shall have the right to distribute such water as may be obtainable *pro rata* to all persons or corporations entitled thereto, and for such purpose may establish and enforce such rules and regulations as it may deem necessary and expedient.

(e) The water herein agreed to be supplied shall be used only to irrigate the irrigable lands comprised within the said District or some portion thereof, and no other land and for no other purpose, and under no circumstances shall the said water, or any portion thereof, be used for mining, milling or mechanical power, or for any purpose not directly connected with, or incidental to the irrigation of the said lands, except to fill ponds for the purpose of watering livestock, and except for the supplying of water required by the existing beet sugar factory at the Town of Raymond.

(f) The Board, its successors and assigns, shall not permit said water, or any portion thereof supplied as aforesaid, to run to waste, when such waste can be prevented by reasonable care and diligence on the part of the Board.

(g) Subject to the provisions of Section 49 of *The Irrigation Act* the Company shall at all times hereafter have the right to make such rules and regulations as may be necessary to regulate the delivery of said water to the Board, its successors and assigns, and to add to and change or modify such rules and regulations; provided, however, that such rules and regulations shall in no way conflict with the terms of the clause of this agreement under which the water is supplied to the Board, and provided further that a copy of such rules and regulations, or of any amendments and additions thereto, shall be supplied to the Board.

(h) No transfer of the whole or of any part of the water supplied under this Agreement shall contemplate or authorize the diverting of the said water from any of the lands comprised within the said District to any other land not included in the District.

2. The Board hereby undertakes to act and the Company hereby appoints the Board to act as Agent of the Company

for the delivery to lands within what is commonly termed Welling Raymond Stirling Territory of the water provided for by Water Agreements between owners of land in said Territory and the Company, and that it, the said Board, will and it does hereby assume each and all liabilities of the Company under the said Water Agreements, and will indemnify the Company in respect of and against each and all liabilities of the Company under the covenants, conditions and provisos in said Water Agreements contained on behalf of the Company, and that it, the said Board, will collect from the water users holding said Water Agreements the rental provided for by same, and shall pay to the Company the sum of One hundred and twelve dollars and fifty cents (\$112.50) for every second foot of water covered by such Water Agreements and stipulated therein to be supplied by the Company. Said sum shall be paid in equal annual instalments on or before the 15th of May in each year in respect of the year's supply of water for payment of which the water users holding said Water Agreements are liable under said Water Agreements, it being agreed and understood that the Company will upon the request of the Board cancel any of said Water Agreements if the water rentals payable thereunder are unpaid and in arrears.

3. The Company will deliver to the Board at the several headgates on its Main Canal the amount of water covered by the Water Agreements between the said Company and water users in the said Territory plus ten per cent allowance for seepage and evaporation, and the Company's responsibility for the delivery of water to the individual points of delivery in the Territory specified in the Water Agreements with the said water users will be assumed by the Board.

4. The Board will deliver into the channel of Kipp Coulee a sufficient quantity of water to fill twice annually, if so required, once in May or June and once in September or October, of each year, the reservoir to be constructed in Kipp Coulee by the Canadian Pacific Railway Company to be used for railway operating purposes, it being understood that in case the waste water or natural run-off in Kipp Coulee is not sufficient to supply the amount of water required to fill said reservoir at the times aforesaid, the Company will deliver at the headgate of the Raymond lateral without cost to the Board the amounts necessary to make up the deficiency, and the Board will deliver same to the channel of Kipp Coulee, the said Canadian Pacific Railway Company to pay a proportionate amount of the operating cost per acre foot so delivered or a flat annual rate to be agreed upon between the Canadian Pacific Railway Company and the Board.

5. The said sum of One hundred and sixty thousand (\$160,000.00) Dollars shall be paid by the delivery by the Board to the Company or its order of debentures of the par value of One thousand (\$1,000.00) Dollars each, payable at the Bank of Montreal in the City of Montreal in thirty (30) equal annual instalments with interest at the rate of

six per cent per annum payable annually on the first day of December in each year, the first instalment of the principal sum to be payable on the first day of December, 1926, and the first instalment of interest to be payable on the first day of December, 1926, said debentures to bear date the first day of May, 1926, and the said debentures shall be good and valid securities, and shall be issued by the Board pursuant to and in strict accordance with all the requirements of the said *Irrigation Districts Act*. The said debentures shall be issued by the Board as soon after the execution and delivery of this Agreement as the same may be issued in compliance with the requirements of the said *Irrigation Districts Act*, and shall forthwith thereafter be delivered by the Board to the Company at the office of its Department of Natural Resources in the City of Calgary aforesaid.

6. The Company agrees to operate a Ditching Machine owned by its Department of Natural Resources over such portions of the Raymond-Stirling lateral as the Board may direct, and as the Company may consider feasible, and during such portions of the season of 1926 as is necessary to complete the enlargement of the Canal from the Raymond flume to the Village of Stirling, and beginning as early as the machine is available, the Board to repay to the Company the cost of such operations, including the cost of maintenance, depreciation, interest on the machine, cost of moving machine to and from the work, engineering and supervision, and the Company will pay the cost of additional enlargement or improvement work on the Raymond-Stirling Lateral. The costs, up to a total of Ten thousand (\$10,000.00) Dollars for all such work, including all costs as aforesaid in connection with the machine, with interest on said sum of Ten thousand (\$10,000.00) Dollars at the rate of six per cent (6%) per annum calculated as hereinafter set out, as such costs shall be certified by the Manager of the Department of Natural Resources of the Company, shall be repaid by the delivery by the Board to the Company or its order of debentures of the par value of One thousand (\$1,000.00) Dollars each, dated the 1st day of May, 1926, and payable at the Bank of Montreal in the City of Montreal in thirty (30) equal annual instalments with interest at the rate of six per cent (6%) per annum payable annually, the first instalment of the principal sum to be payable on the 1st December, 1926, the first instalment of interest to be payable on the 1st December, 1926, and the said debentures shall be good and valid securities, and shall be issued by the Board pursuant to and in strict accordance with all the requirements of *The Irrigation Districts Act*. The said debentures to the amount of Ten thousand (\$10,000.00) Dollars aforesaid shall be issued by the Board as soon after the execution and delivery of this Agreement as the same may be issued in compliance with the requirements of the said *Irrigation Districts Act*, Chapter 114, R.S.A., 1922, and shall forthwith thereafter be deposited by the Board in escrow with the Bank of Montreal at the Town of Raymond, in the Province of Alberta, to be delivered,—but only to the amount of the

cost as certified by the Manager as aforesaid,— to the Company upon the completion of the said construction work and machine work. The said debentures shall bear interest from the date of issue, being the said first day of May, 1926, but pending the completion of the work contemplated as aforesaid an account shall be kept of the costs incurred by the Company from month to month in the said works, and interest shall be chargeable thereon at the rate of six per cent (6%) per annum upon each monthly progress estimate, and the Company shall accept the accrued interest on such estimates in satisfaction of the interest accrued due upon the debentures at the date of the completion of the said works.

7. The Board will, from time to time and at all times hereafter so long as any of the said debentures remain unredeemed, furnish to the Company upon request, at the cost and expense of the Board, and to the satisfaction of the Company's solicitor, all evidence and proof, documentary and otherwise, of the compliance by the Board with all the provisions of *The Irrigation Districts Act*, and of the legality and regularity of any and all acts and proceedings of the Board and of all officials and employees of the Board, which can or may affect the validity of the said debentures, or any of them.

8. The Company agrees to transfer to the Board the right-of-way of the Company for the Raymond-Stirling Lateral.

9. In case the Board, its successors or assigns, shall fail, neglect or refuse to take the said water and pay the rental therefor, all as herein provided, for any two years in succession, then this Agreement so far as it may bind either of the parties hereto, shall become null and void, and all rights and interests hereby created or then existing in favor of the Board, its successors or assigns, shall cease and determine, and all equitable and legal interests in the said water shall revert to and revest in the Company, and without any right to the Board, its successors or assigns, for reclamation or compensation for moneys paid, as absolutely and fully and perfectly, as if this Agreement had never been made, but nothing done hereunder shall affect the validity of the debentures which, notwithstanding such annulment, shall be paid according to the tenor thereof.

10. And it is further understood and agreed by and between the parties hereto, anything hereinbefore contained to the contrary notwithstanding, that nothing in this Agreement shall be construed or taken as giving to the Board, its successors or assigns, any right or interest, whether by easement or otherwise, in any canal, lateral or branch or other work of any kind whatsoever owned or operated by the Company save as specifically set out in this Agreement, and in the event of the Company being prevented by any cause beyond its control from carrying water to the point or points where the same is to be delivered by means of its

canal system, then there shall be no obligation on the part of the Company to deliver such water by any other means.

11. This Agreement is subject to the consent and approval of the Irrigation Council as established by *The Irrigation Districts Act* in accordance with the provisions of *The Irrigation Districts Act* and amendments thereto, and of the Minister of the Interior for the Dominion of Canada in accordance with the provisions of *The Irrigation Act*, Chapter 61, (R.S.C. 1906) and amendments thereto, and shall not be binding upon either party until the consent and approval of the Irrigation Council and Minister aforesaid shall have been fully certified.

As witness whereof the Corporate Seal of the Board and the hands of the Trustees thereof, and the Corporate Seal of the Company and the hands of its officials below named.

<p>Signed, Sealed and Delivered in the presence of</p> <p>[SEAL OF ALBERTA RAILWAY AND IRRIGATION COMPANY]</p> <p>As to Trustees Raymond Irrigation District.</p> <p>"J. W. Evans"</p> <p>Approved:</p> <p>"L. C. Charlesworth" <i>Irrigation Council.</i></p>	<p>Alberta Railway and Irrigation Co.</p> <p>"E. W. Beatty" <i>President</i></p> <p>"H. C. Oswald" <i>Secretary</i></p> <p>"H. S. Allen" "A. E. Fawns" "Jesse H. Wilde"</p> <p>[SEAL OF RAYMOND IRRIGATION DISTRICT]</p>
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SCHEDULE "J"

LIST OF UNSOLD IRRIGABLE LANDS CONTROLLED BY A.R. & I.

LAND	Irrigable Area	Unit Total
LS 11 & 12, Sec. 1, Tp. 9, Rge. 19, W. 4th Mer.	80	80
LS 3 & 4, Sec. 1, Tp. 9, Rge. 19, W. 4th Mer.	80	80
LS 5 & 6, Sec. 1, Tp. 9, Rge. 19, W. 4th Mer.	80	80
LS 3 & 4, Sec. 4, Tp. 9, Rge. 19, W. 4th Mer.	75	78.70
LS 5 & 6, Sec. 4, Tp. 9, Rge. 19, W. 4th Mer.	78	79.50
LS 4 & 5, Sec. 29, Tp. 9, Rge. 19, W. 4th Mer.	34	74.55
LS 3 & 6, Sec. 29, Tp. 9, Rge. 19, W. 4th Mer.	34	74.50
LS 11 & 12, Sec. 29, Tp. 9, Rge. 19, W. 4th Mer.	74	80
LS 13 & 14, Sec. 29, Tp. 9, Rge. 19, W. 4th Mer.	65	80
LS 11 & 12, Sec. 30, Tp. 9, Rge. 19, W. 4th Mer.	80	80

LAND	Irrigable Area	Unit Total
LS 10, Sec. 30, Tp. 9, Rge. 19, W. 4th Mer. W. of Can.	9.65	9.65
LS 15, Sec. 30, Tp. 9, Rge. 19, W. 4th Mer. W. of Can.	1.79	1.79
LS 13 & 14, Sec. 30, Tp. 9, Rge. 19, W. 4th Mer. W. of Can.	50	72.42
LS 2 & 7, Sec. 28, Tp. 8, Rge. 20, W. 4th Mer.	59	72.45
LS 1 & 8, Sec. 28, Tp. 8, Rge. 20, W. 4th Mer.	71	79.95
LS 11 & 14, Sec. 22, Tp. 9, Rge. 20, W. 4th Mer. S. of Can.	70	73
LS 9, Sec. 22, Tp. 9, Rge. 20, W. 4th Mer.	37	40
LS 11 & 14, Sec. 27, Tp. 9, Rge. 20, W. 4th Mer.	71	80
LS 11 & 12 Sec. 14, Tp. 9, Rge. 20, W. 4th Mer.	78	80
LS 13 & 14, Sec. 14, Tp. 9, Rge. 20, W. 4th Mer.	64	80
LS 11 & 12, Sec. 30, Tp. 9, Rge. 20, W. 4th Mer.	70	80
LS 13 & 14, Sec. 30, Tp. 9, Rge. 20, W. 4th Mer.	61	80
Pt. NW $\frac{1}{4}$, Sec. 32, Tp. 9, Rge. 20, W. 4th Mer. E. of Rd.	58	97.06
Pt. NW $\frac{1}{4}$, Sec. 32, Tp. 9, Rge. 20, W. 4th Mer. W. of Rd.	21	62.94
LS 1 & 8, Sec. 5, Tp. 10, Rge. 20, W. 4th Mer.	64	73.10
LS 2 & 7, Sec. 5, Tp. 10, Rge. 20, W. 4th Mer.	47	80
LS 3 & 4, Sec. 5, Tp. 10, Rge. 20, W. 4th Mer.	46	77.99
LS 5 & 6, Sec. 5, Tp. 10, Rge. 20, W. 4th Mer.	62	77.34
LS 5 & 6, Sec. 12, Tp. 10, Rge. 20, W. 4th Mer.	75	80
LS 11 & 12, Sec. 14, Tp. 10, Rge. 20, W. 4th Mer.	36	77.19
LS 13 & 14, Sec. 14, Tp. 10, Rge. 20, W. 4th Mer.	6	45.17
Pt. NW $\frac{1}{4}$ Sec. 23, Tp. 10, Rge. 20, W. 4th Mer. SW of Can.	58.55	75.80
LS 3 & 4, Sec. 23, Tp. 10, Rge. 20, W. 4th Mer. W. of Can.	24	67.29
LS 5 & 6, Sec. 23, Tp. 10, Rge. 20, W. 4th Mer. W. of Can.	55	76.64
LS 11 & 12, Sec. 15, Tp. 10, Rge. 20, W. 4th Mer.	39	78.70
LS 13 & 14, Sec. 15, Tp. 10, Rge. 20, W. 4th Mer.	66	80
LS 3 & 6, Sec. 17, Tp. 10, Rge. 20, W. 4th Mer.	37	75.80
LS 4 & 5, Sec. 17, Tp. 10, Rge. 20, W. 4th Mer.	50	76.58
LS 7 & 8, Sec. 17, Tp. 10, Rge. 20, W. 4th Mer.	48	80
LS 3 & 4, Sec. 18, Tp. 10, Rge. 20, W. 4th Mer.	73	75.80
LS 5 & 6, Sec. 18, Tp. 10, Rge. 20, W. 4th Mer.	62	80
LS 1 & 2, Sec. 22, Tp. 10, Rge. 20, W. 4th Mer.	52	80
LS 7 & 8, Sec. 22, Tp. 10, Rge. 20, W. 4th Mer.	28	80
LS 9 & 16, Sec. 22, Tp. 10, Rge. 20, W. 4th Mer.	23	75.81
LS 10 & 15, Sec. 22, Tp. 10, Rge. 20, W. 4th Mer.	5	71.89
LS 1 & 8, Sec. 27, Tp. 10, Rge. 20, W. 4th Mer.	10	80
LS 2 & 7, Sec. 27, Tp. 10, Rge. 20, W. 4th Mer.	2	79.10
LS 1 & 2, Sec. 12, Tp. 9, Rge. 21, W. 4th Mer.	74	76.02
LS 7 & 8, Sec. 12, Tp. 9, Rge. 21, W. 4th Mer.	76	80
LS 3 & 4, Sec. 26, Tp. 9, Rge. 21, W. 4th Mer.	74	80

LAND		Irrigable Area	Unit Total
Pt. N $\frac{1}{2}$ Sec. 28, Tp. 9, Rge. 21, W. 4th Mer.			
NE of Can.	97	125.59	
Pt. LS 6, 7, 8 & 16, 9, 10, 11, SE of Can. Sec.			
28, Tp. 9, Rge. 21, W. 4th Mer.	84	118	

SCHEDULE "K"
A.R. & I. WATER RIGHT CONTRACTS

Contract No.	Water Agt. No.	Date	Name	Land	Area	Amount o/s on Contract	Date	Amount o/s on Water Agt.	Date
ARI 540	1252	1-11-24	R. V. Gibbons (dec'd)	SE 6-10-19-W4 \$ 4,900.00	140 ac.	\$5,294.99	1-11-45	Nil	12-10-45
WR 4	1435	13-3-28	Mary & Albert Binda.....	Pt. NE 10-10-21-W4 \$1,179.50	33.70 ac.	\$ 852.23	30-8-45	Nil	1-5-45
WR 8	1581	30-10-39	F. G. Wright.....	NE 3-10-21-W4 \$2,625.00	75 ac.	\$2,798.26	22-10-45	Nil	22-10-45

THIRD SESSION
ELEVENTH LEGISLATURE
14 GEORGE VI
1950

BILL

An Act respecting the St. Mary
and Milk Rivers Development.

Received and read the

First time

Second time

Third time

HON. MR. URE.
