

BILL

No. 46 of 1928.

An Act to confirm an Agreement made between His Majesty the King and The Canada Land and Irrigation Company, Limited.

(Assented to, 1928).

WHEREAS, by an agreement dated the fifth day of April, 1927, and made between His Majesty the King and the Canada Land and Irrigation Company, Limited (hereinafter called "the company"), which agreement is fully set out in the schedule hereto, it was agreed amongst other things that the Province would accept the sum of one hundred thousand dollars (payable by instalments as set out therein) in settlement of tax arrears due to the Province, municipalities, improvement and school districts in respect of certain land belonging to the company; and

Whereas the Province has agreed with the authorities governing such municipalities and school districts to pay to them in anticipation of the receipt of the said one hundred thousand dollars certain sums in satisfaction of arrears of taxes due to them; and

Whereas under the provisions of Order in Council No. 1146-27, dated the fourth day of October, 1927, a special warrant was issued for the sum of one hundred thousand dollars to give effect to the said agreement;

Now, therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Alberta, enacts as follows:

1. The agreement set out in the schedule hereto, and all its terms and conditions and all things done or hereafter to be done under its provisions are hereby confirmed and validated, and it is hereby declared that the said sum of one hundred thousand dollars, for which the said warrant was issued, shall be applied in settlement of tax arrears due the Province, municipalities, improvement and school districts in accordance with the terms of the said agreement, and the said authorities are hereby declared to have had power to enter into the said agreements with the Province.

2. This Act shall come into force on

SCHEDULE

This Indenture made in duplicate this fifth day of April, one thousand nine hundred and twenty-seven,

BETWEEN:

His Majesty the King, in the right of the Province of Alberta, as represented by the Minister of Municipal Affairs, hereinafter called "the Minister," of the First Part,

and

The Canada Land and Irrigation Company, Limited (in liquidation), represented herein by Charles Caryl Baker, of London, England, appointed receiver and manager by His Majesty's Court of Chancery, and liquidator by the shareholders of the said company, hereinafter called "the receiver and manager," of the Second Part.

Whereas under authority of an Order of the Governor General in Council, dated the twenty-sixth June, 1906, Guy Tracey Robins of the City of London, England, as representative of The Robins Irrigation Company was permitted to purchase 380,573 acres of land in Southern Alberta, subject to a system of irrigation works being erected thereon in accordance with the provisions of *The Irrigation Act*; and

Whereas 67,834 acres adjacent to the tract sold to The Robins Irrigation Company was under authority of an Order of the Governor General in Council dated the twenty-first January, 1909, sold to Francis Percival Aylwin for reclamation by irrigation; and

Whereas the rights acquired by the said Robins Irrigation Company and the said Francis Percival Aylwin were subsequently assigned to The Southern Alberta Land Company, Limited, and the Alberta Land Company respectively, and at a later date assigned to The Canada Land and Irrigation Company, Limited, by whom they are now held; and

Whereas title to the lands hereinbefore referred to is still vested in the name of the Crown; and

Whereas under various subsequent Orders of the Governor General in Council the Dominion Government loaned to the company moneys to assist with the completion of the irrigation works and to protect the dependent water users; and

Whereas five hundred and fourteen thousand one hundred and fifteen dollars and thirty-five cents is now owing to the Dominion Government on account of the advances and expenditures hereinbefore referred to; and

Whereas while an amount exceeding fifteen million dollars of British capital has been expended on the development of the project, considerable additional funds are necessary to completely reclaim the project; and

Whereas the said receiver and manager has represented that funds to complete development work and to meet future liabilities can only be obtained by him in the event of the taxes owing to the Government of Alberta and other taxing authorities in that Province being adjusted, and the Dominion Government advances and expenditures hereinbefore referred to being liquidated; and

Whereas it is desirable in the interest of the Province that further funds be made available in Canada by the receiver and manager in order that the project may be fully developed; and

Whereas under authority of an Order of the Governor General in Council dated twenty-ninth January, 1927, the Dominion Government accepted some 257,058 acres in full payment of the company's indebtedness to the Crown as at the thirty-first December, 1926; and

Whereas the company is indebted to the Province of Alberta and other taxing authorities in the Province in the amount of approximately two hundred thousand dollars for arrears of taxes for improvement district, supplementary revenue, wild land, educational, municipal and school purposes, on the said 257,058 acres to be reconveyed to the Dominion of Canada as aforesaid; and

Whereas the company is further indebted to the Province of Alberta and other taxing authorities in the Province of Alberta in the amount of approximately one hundred and seventy-two thousand dollars for arrears of taxes for improvement district, supplementary revenue, wild lands, educational, municipal and school purposes, on some 270,000 acres to be retained and developed as part of the irrigation project; and

Whereas the receiver and manager has agreed with the Dominion Government to make available in Canada on or before the first day of December, 1927, the sum of one hundred thousand dollars and to expend the same in the immediate development of the project;

Now, therefore, this indenture witnesseth that the said parties hereto covenant, promise and agree each with the other as follows:

1. In this agreement the following words shall, unless the context requires a different meaning, have the following meaning respectively, that is to say: "Receiver and manager" shall mean and include the party of the Second Part as above designated or described and his successors or assigns. "Minister" shall mean the person holding the position or acting in the capacity of the Minister of Municipal Affairs for the time being.

2. The Minister agrees to release the company from all liability as to every kind of tax, fine and penalty levied by

the Province of Alberta, or any municipality or school district, to the thirty-first day of December, 1926, on the lands to be reconveyed to the Dominion of Canada, more particularly described in schedule "A" attached to and hereby made a part of this agreement.

3. The Minister further agrees to accept the sum of one hundred thousand dollars in full settlement of all tax arrears, as at December thirty-first, 1926, levied by the Province of Alberta, any village, municipal district, improvement district, rural village or consolidated school districts on the lands which remain in possession of the company and are to be developed as part of the irrigation project, more particularly described in schedule "B" attached to and hereby made a part of this Agreement.

4. The receiver and manager agrees to pay to the Minister in complete satisfaction of the arrears of taxes outstanding against those lands of the company, more particularly set out in schedule "B" hereto, the sum of one hundred thousand dollars payable without interest in fifteen equal annual instalments, the first of which shall become due and payable on the first day of December, 1929, and so forth thereafter annually on the first day of December in each and every year until the full sum of one hundred thousand dollars has been paid.

5. The receiver and manager agrees to pay all current taxes levied against the lands which remain in the possession of the company, and more particularly described in schedule "B" hereto, promptly as the said taxes become due, and on the due date thereof.

6. The receiver and manager further agrees as a consideration for the agreement to accept the sum of one hundred thousand dollars in respect of all taxes up to the thirty-first day of December, 1926, owing by the company, to convey to the Province of Alberta, immediately upon the execution of this agreement, title in fee simple and free from all encumbrances saving as to arrears of taxes, some 10,500 acres of land, more particularly described in schedule "C" attached hereto, and made part of this agreement.

7. In the event that the receiver and manager fails to make any of the payments at the time and in the manner hereinbefore provided, or to pay current taxes at the due dates thereof, then the full amount of the arrears of taxes, penalties, and fines hereby compromised, less any amounts paid on account thereof, shall, notwithstanding anything in this agreement contained, become forthwith due and payable to the same extent and effect as if this agreement had not been entered into, with full power on the part of the Minister to exercise all and any remedies available to him for the collection of the said taxes, and in such event this agreement may at the option of the Minister be declared null and void.

In witness whereof the Minister has hereto set his hand and seal of office and the receiver and manager has hereto set his hand and seal as receiver and manager and liquidator of the said Canada Land and Irrigation Company, Limited, the day and year first above mentioned.

Signed, Sealed and Delivered
in the presence of

<p>(Sgd.) J. J. FRAWLEY, <i>Solicitor, Govt. Bldgs., Edmonton, Alta.</i></p>	}	<p>(Sgd.) R. G. REID, <i>Minister of Municipal Affairs, Province of Alberta.</i></p>
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Signed, Sealed and Delivered
in the presence of

<p>(Sgd.) S. REDDAWAY, <i>Accounting and Managing Clerk, Finsbury Court, Finsbury Pavement, London, E.C. 2.</i></p>	}	<p>(Sgd.) C. C. BAKER, <i>Receiver, Manager and Liquidator, Canada Land and Irrigation Company, Limited.</i></p>
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No. 46.

SECOND SESSION
SIXTH LEGISLATURE
18 GEORGE V
1928

B I L L

An Act to confirm an Agreement
made between His Majesty the King
and the Canada Land and Irriga-
tion Company, Limited.

Received and read the

First time.....

Second time.....

Third time.....

HON. MR. REID.

EDMONTON:
W. D. McLEAN, ACTING KING'S PRINTER
A.D. 1928