

BILL

No. 56 of 1928.

An Act respecting the Sale of the Lacombe and North-western Railway Company.

(Assented to _____, 1928.)

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

1. This Act may be cited as "*The Lacombe and North-western Railway Act, 1928.*" No. 2.

2. The sale by the Government to the Canadian Pacific Railway Company of the Lacombe and Northwestern Railway at the price, in the manner and upon the terms set out in the draft agreement approved on behalf of the Government and the Canadian Pacific Railway Company, a copy of which is set out in the schedule to this Act, is hereby confirmed and ratified and the said agreement when signed by the Attorney General and the Minister of Railways and Telephones, as representing the Crown, and duly executed by the Canadian Pacific Railway Company shall be valid and of full effect for all the purposes therein mentioned.

3. This Act shall come into force on.....

THE SCHEDULE

This agreement made the _____ day of February, A.D. 1928,

BETWEEN:

HIS MAJESTY THE KING, in the right of the Province of Alberta, as represented herein by the Minister of Railways and Telephones and the Attorney General of the said Province,

hereinafter called the VENDOR, of
the FIRST PART;

and

THE CANADIAN PACIFIC RAILWAY COMPANY, a body corporate, having its head office at the City of Montreal, in the Province of Quebec,

hereinafter called the PURCHASER,
of the SECOND PART.

Whereas the Lacombe and Northwestern Railway Company, hereinafter called "the Company," is a body corporate, incorporated by special Act of the Legislature of the Province of Alberta, owning and operating a railway, the assets of the said Company being subject to a Trust Indenture bearing date the 21st day of March, 1914, securing an issue of bonds of the Company in the sum of two hundred and seventy-three thousand seven hundred dollars (\$273,700.00) with interest at five per cent per annum, the said bonds maturing, as to principal, on the 22nd day of October, A.D. 1943, and to certain mortgages in favor of the Government of the Province of Alberta, securing payment of advances made from time to time to said Company by the said Government; and

Whereas the Vendor has agreed to sell and the Purchaser has agreed to buy the capital stock of the said Company and all its assets for the sum of one million five hundred thousand dollars (\$1,500,000.00) and certain other considerations hereinafter set out, to be performed by the parties hereto;

Now this agreement witnesseth as follows:

The Vendor agrees in consideration of the covenants and agreements hereinafter set out and to be performed by the Purchaser:

1. That he will upon payment to him by the Purchaser of the said sum of one million five hundred thousand dollars (\$1,500,000.00), transfer and convey or cause to be transferred and conveyed to the Purchaser, or its nominees, the entire capital stock, railway, undertaking, right-of-way, equipment, materials and works of the said Company.

2. That he will pay and discharge all debts, obligations and liabilities of the Company existing at the date of the

said transfer (including, but not so as to restrict the generality of the foregoing, liability for compensation for any lands taken for or injuriously affected by the construction of said railway and the costs in connection with the settlement of any such compensation) save only the liability hereby assumed by the Purchaser on the bonds or under the Trust Indenture hereinbefore referred to and interest thereon, and will indemnify and keep indemnified the Purchaser and said Company in respect of such liabilities.

3. That he will at the time of the said transfer deliver to the Purchaser complete discharges of all mortgages or securities held by the Government of the Province of Alberta, upon the capital stock and assets of the said Company, and release the said Company from all liability of any kind to the said Government of the Province of Alberta.

The Purchaser agrees in consideration of the covenants and agreements hereinbefore set out and to be performed by the Vendor:

1. That upon delivery to it by the Vendor of transfers of the entire stock issue of the said Company in the name of the Purchaser, or its nominees, it will pay to the Vendor the sum of one million five hundred thousand dollars (\$1,500,000.00).

2. That it will assume from the date of transfer and delivery of said capital stock, payment of the bonds hereinbefore referred to, amounting to two hundred and seventy-three thousand seven hundred dollars (\$273,700.00) and all interest on same thereafter accruing due, the interest first accruing due thereafter to be apportioned, however, between the Vendor and Purchaser as at the date of said transfer.

3. That it will in the year 1928 commence the construction of an extension of the railway line of the said Company from the present end of steel and will during the year 1929 complete such extension to a point in the vicinity of Telfordville.

It is hereby agreed between the parties hereto that traffic balances will be adjusted as at the.....day of March, 1928.

In witness whereof His Majesty the King, in the right of the Province of Alberta, has executed this Agreement by the Minister of Railways and Telephones and Attorney General of the said Province signing the same, and the Canadian Pacific Railway Company has executed this Agreement by the President and Secretary of the Company signing the same and attaching hereto the corporate seal of the said Company.

Approved for Canadian Pacific Railway Com- pany. G. A. WALKER, <i>Solicitor.</i> Feb. 17, 1928.	}	HIS MAJESTY THE KING, in the right of the Province of Alberta, By <i>Minister of Railways and Telephones.</i>
--	---	---

Approved, J. F. LYMBURN, <i>Attorney General.</i>	} <i>Attorney General.</i>
---	---	-----------------------------------

No. 56.

SECOND SESSION
SIXTH LEGISLATURE
18 GEORGE V
1928

B I L L

An Act respecting the Sale of the
Lacombe and Northwestern
Railway Company.

Received and read the

First time.....

Second time.....

Third time.....

HON. MR. SMITH.

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