

Bill No. 67 of 1935.

A BILL TO INCORPORATE THE EASTERN
IRRIGATION DISTRICT.

NOTE.

Part I of this Bill provides for the formation into an irrigation district to be known as the Eastern Irrigation District of the lands mentioned in Schedule I to the Act, and for the ratification of an agreement entered into between the Canadian Pacific Railway Company and the Eastern Irrigation District whereby the Canadian Pacific Railway Company transfers to the irrigation district the irrigation works of the company in the said district and the lands of the company in the said district together with the benefit of all agreements of the company relating to lands and irrigation in the district.

Part II of this Bill makes certain modifications in The Irrigation Districts Act which are necessary to meet the special requirements of the irrigation district constituted by this Act having regard to the peculiar circumstances which prevail in the district and the special nature of the affairs and business which will be transacted by the district.

R. ANDREW SMITH,
Legislative Counsel.

(This note does not form any part of the Bill and is offered merely as a partial explanation of some of its provisions.)

BILL

No. 67 of 1935.

An Act to Incorporate the Eastern Irrigation District.

(Assented to _____, 1935.)

WHEREAS it has been made to appear that it is the desire of the majority of the water users in the area served by the Irrigation System of the Canadian Pacific Railway Company known and hereinafter referred to as the Eastern Section that the said area be constituted as an Irrigation District and that the District be empowered to acquire from the Company the Eastern Section Irrigation System and the lands of the Company in the said area, whether irrigable or non-irrigable, and to operate the system and hold, manage and deal with the said lands with a view to maintaining and operating the said system as a co-operative enterprise;

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

PART I.

1. The lands described in Schedule 1 to this Act are hereby formed into and constituted an Irrigation District under the name and style of "The Eastern Irrigation District" and shall be an irrigation district for all the purposes of *The Irrigation Districts Act*, being chapter 114 of the Revised Statutes of Alberta, 1922, and subject to the provisions of this Act all the provisions of *The Irrigation Districts Act* shall apply thereto as if it had been constituted under that Act.

2. The Irrigation Council of the Province of Alberta is hereby constituted the first Board of the District and shall be deemed to be a board of trustees for all the purposes of *The Irrigation Districts Act*, and the word "Board" when used herein shall mean the Board so constituted and any board of trustees hereafter elected.

3. The Board shall have perpetual succession, and a common seal, and shall be capable of suing and being sued.

4. The Board shall have power to acquire, hold, manage, lease, mortgage, buy and sell lands, as well within as without the District, to acquire, maintain and operate irrigation works, and generally shall have all such powers, privileges,

duties and responsibilities as are vested in or imposed upon the Board of an Irrigation District by the provisions of the said *Irrigation Districts Act*.

5. Immediately upon the passing of this Act the Irrigation Council shall proceed to make provision and is hereby empowered to make provision for the election of a board of trustees to succeed it as a Board, and for such purpose the Irrigation Council shall have all such powers as are conferred upon the Minister by the provisions of *The Irrigation Districts Act* relating to the election of the first board of trustees of an irrigation district, and the provisions of *The Irrigation Districts Act* with regard to the election of the first board of trustees of an irrigation district shall apply to the election for which the said Irrigation Council shall provide.

6. The Agreement, a copy of which is set out in Schedule II to this Act, made between the Canadian Pacific Railway Company and the Board, is hereby ratified and confirmed and declared to be legally binding, according to the tenor thereof, upon the Canadian Pacific Railway Company and upon the Board therein named as parties thereto, and each of the said parties to the said Agreement is respectively 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.

7. Upon the coming into force of this Act the entire undertaking and works (as "works" are defined by *The Irrigation Act* (Can.) R.S.C., 1927, chap. 104) comprised in the Eastern Section shall be and the same are hereby vested in the Board and all the powers, privileges, duties and responsibilities of the Canadian Pacific Railway Company in respect of the maintenance and operation of the said Eastern Section and the delivery of water therefrom under any statute or under any contract shall be at an end, and thereupon all such powers, privileges, duties and responsibilities shall be and be deemed to be the powers, privileges, duties and responsibilities of the Board, and the Board shall stand in the place of the Railway 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 Eastern Section, or any part thereof, pursuant to the provisions of any and all contracts heretofore entered into by the said Company in that behalf, and shall indemnify and save harmless the said Company from all claims, demands and liabilities whatsoever, and whether past, present or future in respect of the maintenance and operation of the undertaking and works known as the Eastern Section, or the use of water in the said works, or the supply of water therefrom.

8. Upon the coming into force of this Act all the estate, right, title and interest of the Canadian Pacific Railway Company in and to the lands described in Schedule A to the Agreement forming Schedule II of this Act shall be and the same are hereby vested in the Board subject to the reservation 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 said Registrar shall, without charge, cancel all certificates of title in the name of the Railway Company for the lands set out in Schedule A to said Agreement and issue new certificates of title for said lands in the name of the Board, but the certificates of title so issued by the Registrar shall except and reserve to the Railway Company all mines and minerals (which without restricting the generality thereof shall be deemed to include all gas and petroleum) belonging to the Railway Company which may be found to exist in, upon or under the said lands together with full power to the Railway Company, its successors and assigns, to work the same and for that purpose to enter upon and use and occupy the said land or so much thereof and to such an extent as may be necessary for effectually working the said mines and minerals, and the quarries, pits, seams, veins and areas containing the same.

9. Upon the coming into force of this Act all the rights and remedies, obligations, liabilities and duties of the Railway Company in respect of any and all existing contracts, agreements for sale, leases, agreements to lease and licenses of occupation relating to any of the lands described in Schedule A to the said Agreement, shall be at an end and all such rights, remedies, obligations, liabilities and duties shall be and be deemed to be the rights and remedies, obligations, liabilities and duties of the Board, and the Board shall stand in the place of the Railway Company and shall indemnify and save harmless the Railway Company from all liability or duty past, present or future arising out of any contracts, agreements for sale, leases, agreements to lease or licenses of occupation relating to any of the said lands.

10. Upon the coming into force of this Act all the Final Water Agreements set out in Schedule B to the Agreement forming Schedule II of this Act shall be read and construed as if the Board and not the Canadian Pacific Railway Company had entered into the same, and all moneys due or accruing due thereunder and all benefit and advantage to be derived therefrom shall be and the same are hereby vested in the Board; and the Registrar of the South Alberta Land Registration District shall, without charge, make a memorandum upon each and all of the said Final Water Agreements of the substitution effected by this section.

11. This Act shall bind the Crown in the right of the Province in so far as same affects or may affect or purports

to affect any right, obligation or liability under any right or license granted by the Crown whether past, present or future, final or interim, to take and use water from the Bow River at or near Bassano, and any rights, liability or obligation relating to the crossing of road allowances by irrigation canals, ditches or other works.

12. Wherever the word "Minister" is used in this Act the same shall mean the Minister referred to in Section 2 of *The Irrigation Districts Act*.

PART II.

13. *The Irrigation Districts Act* shall be applicable to the District subject to the special provisions set out in this Part of this Act.

14. Wherever in the said Act the word "purchaser" occurs, it shall mean any person who has an interest in any irrigable land in the District under an agreement of sale from the Company or the Board; and wherever in the same Act the expression "first mortgage" occurs it shall mean any mortgage or other encumbrance in Form T in the schedule to *The Land Titles Act* upon land situate in the District which has been registered in the Land Titles Office for the South Alberta Land Registration District and which was so registered prior to the date of the interim water agreement relating to the land; and wherever in the same Act the word "owner" occurs, it shall mean any person other than the District who is registered under *The Land Titles Act* as the owner of a freehold estate in possession of any irrigable land in the District.

15. The Board of the District shall, in addition to the powers conferred upon it by section 11 of the said Act, have such further powers as are requisite for the conduct of the affairs and business of the Board as may be from time to time prescribed by the Minister.

16. With the approval of the Irrigation Council the Board is hereby empowered by by-law to provide—

- (a) for the readjustment of the terms of any agreement for the sale of any land heretofore made by the Company and vested in the Board;
- (b) for the compromise of any claim of the Board as to any money payable under any such agreement of sale;
- (c) for the acceptance of surrenders of land comprised in any such agreement of sale and the cancellation of any such agreement and any liability thereunder and the sale of the land comprised therein to the purchaser under the cancelled agreement or to any

other person at such price and upon such terms as to payment and subject to such other terms and conditions as the Board thinks proper;

- (d) for the disposition by lease or sale at such rent or price and upon such terms and conditions as the Board thinks proper of any land vested in the Board by virtue of the Agreement in the schedule to this Act which is not for the time being held by any other person under any lease or agreement of sale.

17. Notwithstanding the provisions of sections 20 and 21 of the said Act, the Board may, with the consent of the Irrigation Council, employ a member or members of the Board in making a reclassification of the irrigable lands of the Board and may pay such remuneration for so doing as may be approved by the Irrigation Council; and no such employment and no such payment shall cause any disqualification or ineligibility or disability whatsoever of the member so employed and paid.

18. Section 23 of the said Act shall not apply to the District and section 19 of this Act is enacted in lieu thereof.

19. The Board of Trustees and the works and other property, real or personal, of the Board which are occupied or used or necessary for or incidental to the operation of the irrigation system of the District and the transaction of the affairs and business of the Board shall be exempt from every tax, levy, rate or impost imposed by the Province or any municipality, school board or other public authority whatsoever.

20. Section 24 of the said Act shall not apply and section 21 of this Act is enacted in lieu thereof.

21.—(1) The Board shall within thirty days after the election thereof held pursuant to section 5 hereof hold a meeting and proceed to elect a member of the Board as the chairman thereof who shall preside at all meetings of the Board.

(2) The Board shall then proceed to appoint a qualified and competent person who shall have been previously approved by the Irrigation Council as the General Manager of the District at such salary as may be fixed by the Board and upon such other terms and conditions as the Board may, with the approval of the Irrigation Council, prescribe.

(3) The General Manager so appointed shall—

- (a) have all the powers and duties which are by the said Act conferred or imposed upon a secretary-treasurer;
- (b) appoint an engineer and such other officers, employees or servants as he may deem necessary at

such salary or remuneration as may be approved by the Board, and may prescribe the duties of any person so appointed and may suspend or dismiss any such person;

- (c) have the supervision of and be responsible to the Board for the conduct and management of the affairs and business of the District;
- (d) report to the Board as to the affairs and business of the District at each regular meeting thereof, and confer with and advise the Board with respect thereto and furnish the Board or any member thereof with any information which may be required as to the affairs and business of the District;
- (e) subject to the other provisions of this Act, give effect to the recommendations and directions of the Board as to the conduct of the affairs and business of the District.

(4) The Board shall not dismiss or suspend the General Manager or terminate his engagement without the consent of the Irrigation Council.

(5) The Board shall not alter the remuneration of the General Manager without his consent or alter the remuneration of any other employee of the Board without the consent of the General Manager or the Irrigation Council.

(6) In case any difference or dispute arises as between the Board and the General Manager as to the carrying out of any recommendation or direction of the Board or as to any other matter or thing relating to the conduct and management of the affairs and business of the District, such difference or dispute shall, at the request of either the Board or the General Manager, be referred to the Irrigation Council which shall determine the same and make such order in relation thereto as it deems proper and every such order shall be binding and conclusive upon both the Board and the Manager.

22. The auditor of the District shall be the Provincial Auditor who is hereby empowered to make any audits required by the said Act and such further or other audits as he may deem necessary and to prescribe as to the manner in which the books and accounts of the District shall be kept and generally as to the system of accounts to be used by the District; and the District shall pay such fees for the services of the Provincial Auditor as may be prescribed by the Lieutenant Governor in Council.

23. The Board is empowered, with the approval of the Irrigation Council, to pay out of the funds of the District the reasonable and proper expenses incurred by all or any of the persons who are named in the agreement in the schedule hereto as representing the District in relation to the negotiations leading up to the formation of the District and the making of the Agreement.

24. For the purposes of this Act the word "records", where the same occurs in section 26 of *The Irrigation Districts Act*, means the minutes of the Board, the assessment roll, the collector's roll, rate enforcement returns, and annual financial statements of the District.

25. In addition to the powers conferred upon the Irrigation Council by section 34 of the said Act, the Council shall have all the powers requisite to exercise any power or function conferred upon the Council by this Act.

26. In the case of the first election of the Board of Trustees pursuant to section 5 hereof—

- (a) the voters' list shall be prepared by the Irrigation Council and shall contain only the names of those persons who appear to be owners or purchasers, or both, of irrigable lands in the District as at the first day of May, 1935, according to the records kept by the Canadian Pacific Railway Company; and
- (b) the hours of polling shall be from nine o'clock in the forenoon until eight o'clock in the afternoon, and the provisions of Part II of the said Act shall be read and construed accordingly.

27. Section 108 of the said Act shall not apply to the District and section 28 hereof is enacted in lieu thereof.

28.—(1) The General Manager shall proceed as soon as possible after his appointment to prepare an assessment roll in columnar form and he shall include therein every quarter-section or smaller parcel of irrigable land in the District other than irrigable land owned and not disposed of by the District and he shall show thereon in the first column the name of the owner and purchaser thereof and the post office address, if known, of each such person, and in the second column a description of the quarter-section or smaller parcel of land, as the case may be, and in the third column the number of acres in the parcel which are to be irrigated in accordance with the provisions of the water agreement or contract respecting the parcel.

(2) In making up the roll the Manager shall distinguish between irrigable lands in respect of which the sums payable to the Board for irrigation are so payable by virtue of any water agreement and all other irrigable lands, and he shall classify the irrigable lands accordingly and include the irrigable lands of each class in a separate part of the roll.

(3) The Manager shall from time to time amend the roll by making such changes therein as may be from time to time necessary by reason of any change as to the persons interested therein as owners or purchasers, or as to the address of any such person, or by reason of any reclassification of any land included in the roll made pursuant to any provision

of any statute; and by including in the roll any irrigable land of the District upon the sale or other disposition thereof; and by adding to or deleting from the roll the entries relating to any irrigable land hereafter included in or excluded from the District, as the case may be.

(4) If the Manager does not know and is unable after reasonable enquiry to ascertain the name of any person whose name ought to be entered in the first column of the roll, the entry of the word "unknown" therein shall satisfy all the requirements of this section as to the validity of the entry.

29. The sections of the said Act next hereinafter enumerated shall not apply, namely section 110, sections 113 to 125 both inclusive and sections 127 to 141 both inclusive.

30.—(1) Subject always to the approval of the Irrigation Council, the Board may by by-law authorize the Manager to enter into agreements with the owners or purchasers, or both, of irrigable land which is infested with weeds providing for the cultivation of the land so infested in a manner calculated to effect their eradication, and providing that conditionally upon the land being so cultivated, the rates payable in respect thereof shall be cancelled either wholly or in part.

(2) The Manager shall enter on the assessment roll a memorandum as to the existence and termination of any agreement made under this section with respect to every quarter-section or lesser parcel affected thereby.

31.—(1) On or before the thirty-first day of October, 1935, every person who is then an owner or purchaser of irrigable land in the District may by notice in writing delivered to the Manager elect for the cancellation of any water agreement relating to any land of which he is the owner or purchaser and thereupon the same shall be cancelled as and from the first day of January, 1935, and all claims and demands thereunder shall cease to be enforceable.

(2) The Board may in its discretion accept or surrender or concur in the cancellation of any water agreement which relates to any irrigable land in the District.

(3) Upon the cancellation of any water agreement under subsection (1) or the determination of any water agreement in any other manner, the right to a water supply in respect of the land to which the cancelled agreement related and the liability for the charges payable therefor shall be as provided by the said Act.

32. The Minister may upon the recommendation of the Irrigation Council from time to time give directions to the Board or to the General Manager as to the conduct of any of the affairs and business of the District, and may dismiss the Board or any member of the Board and the Manager

and any officer or servant of the Board who refuses to give effect to any directions of the Minister so made or who is guilty of any act of nonfeasance, misfeasance or malfeasance in relation to the conduct of any of the affairs and business of the District.

33. Upon the vesting in the Board of the land and other property mentioned in the Agreement in the schedule hereto, every action, seizure, distress or other proceeding theretofore taken, made or commenced by the Company for the purpose of enforcing any claim or right of the Company with respect to any land so vested or under any water agreement relating to any land so vested shall be continued in the name of and enure to the benefit of the Board and shall not be affected in any way whatsoever save and except only that the Board shall be substituted for the Company in relation thereto and the Board shall have all the rights, powers and liabilities of the Company with respect thereto.

34. In case each of the trustees and the Irrigation Council certify that any person for the time being in the occupation of any land is not lawfully entitled to occupy the said land, the District shall be entitled as of right to obtain an order for the ejectment of the person named in the certificate upon satisfying the judge either that such person has no interest in the land in the nature of ownership or that he does not occupy the land under a subsisting lease or tenancy or that he is an overholding tenant.

35. This Act shall be read and construed together with the provisions of The Irrigation Districts Act, and in case any conflict arises between any of the provisions of this Act and any of the provisions of The Irrigation Districts Act, the provisions of this Act shall prevail.

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

SCHEDULE I.

1. All lands in Ranges eleven (11) to eighteen (18) both inclusive, west of the Fourth (4th) Meridian, lying north of the line between Townships thirteen (13) and fourteen (14), and between the Red Deer and the Bow Rivers, excepting thereout and therefrom all lands in Sections seven (7) to thirty-six (36) inclusive, in Township twenty-five (25), Range seventeen (17); all of Townships twenty-six (26) and twenty-seven (27), Range seventeen (17), and all of Townships twenty-four (24), twenty-five (25), twenty-six (26), twenty-seven (27) and twenty-eight (28), in Range eighteen (18), west of the Fourth Meridian.

2. All right-of-way as described in Certificate of Title of record in the Land Titles Office for the South Alberta Land Registration District as No. 13 T 45, excepting thereout that portion containing two and forty-four one-hundredths (2.44) acres, more or less, as shown on plan of record in the said Land Titles Office as No. 5095 B.M.

 SCHEDULE II.

This Agreement made in duplicate this 15th day of March, A.D. 1935.

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY (hereinafter called "the Railway Company")
of the First Part;

and

THE BOARD OF TRUSTEES OF THE EASTERN IRRIGATION DISTRICT represented and acting by a Committee of the Water Users in the District for which incorporation is to be sought the said Committee being composed of Carl Anderson of Scandia, Alberta, farmer, W. Tait White of Brooks, Alberta, farmer, and Harry Jones of Bassano, Alberta, farmer (hereinafter called "the Board")

of the Second Part:

Whereas the Railway Company maintains and operates in the Province of Alberta, in the neighborhood of the towns of Brooks and Bassano, an Irrigation System commonly known as "The Eastern Section"; and

Whereas the Railway Company is the registered owner of the lands set out in schedule "A" to this Agreement, subject to certain agreements for sale, leases and agreements to lease and other rights of occupation; and

Whereas the Railway Company has entered into certain Final Water Agreements which, together with the lands

affected thereby, are more fully set forth in schedule "B" hereto annexed; and

Whereas a Petition has been presented to the Legislature of the Province of Alberta praying for the erection of an Irrigation District and for the incorporation of a Board of Trustees of the said District, for the purpose, *inter alia*, of acquiring from the Railway Company the works comprised in the said Eastern Section and the lands of the Railway Company which have heretofore been served by such system and other non-irrigable lands adjacent thereto with a view to maintaining and operating the said system as a co-operative enterprise.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. The Railway Company shall assign and transfer and does hereby assign and transfer to the Board the entire undertaking and works (as "works" are defined by *The Irrigation Act*) comprised in the Eastern Section of the irrigation system of the Railway Company, including all telephone lines used and operated in connection with said undertaking (excepting what is known as the Trunk Line from Brooks to Calgary) and all powers, rights and privileges acquired by the Railway Company from the Dominion of Canada and/or the Province of Alberta, pursuant to the provisions of *The Irrigation Act* (Can.) R.S.C. 1927, Cap. 104 and/or *The Water Resources Act* (Alberta) 1931, Cap. 71, to take water from the Bow River near the said Town of Bassano, and to deliver the same for irrigation purposes, and to collect rentals and other payments under the provisions of any Interim or Final Water Agreement heretofore entered into by the Railway Company in respect thereof.

2. The Railway Company shall assign and transfer and does hereby assign and transfer to the Board all its right, title and interest in and to any and all moneys due or accruing due to the Railway Company under and by virtue of any and all Agreements for Sale of any of the lands described in schedule "A", and any and all Water Agreements relating to the said lands and any and all leases, agreements to lease, permits or licenses of occupation relating to any of said lands.

3. The Railway Company shall assign and transfer and does hereby assign and transfer to the Board all its right, title and interest in and to the lands described in schedule "A" hereto, but excepting and reserving thereout and therefrom all mines and minerals (which without restricting the generality thereof, shall be deemed to include all gas and petroleum) belonging to the Railway Company which may be found to exist in, upon or under the said lands, together with full power to the Railway Company, its successors and assigns, to work the same, and for that purpose to enter upon and use and occupy the said lands or so much thereof and to such an extent as may be necessary for effectually working the said mines and minerals, and the quarries, pits, seams, veins and areas containing the same; subject, how-

ever, to all rights existing under or by virtue of any agreements for sale, leases, agreements to lease, or licenses of occupation, written or verbal heretofore granted by the Railway Company in respect of any of said lands.

4. The Railway Company shall assign and transfer and does hereby assign and transfer to the Board all its right, title and interest in and to the Final Water Agreements set out in schedule "B" hereto, and all benefit and advantage to be derived therefrom and all moneys due or accruing due thereunder, subject, however, to the observance and performance by the Board of all covenants therein contained on the part of the Railway Company.

5. The Board covenants that it will, on the request of the Railway Company, enter into an agreement with the Railway Company for the supply of water required for the irrigation of the following lands, namely:

1. All the North half and South East Quarter of Section Twenty-four (24) in Township Seventeen (17), Range Thirteen (13), West of the Fourth (4th) Meridian, excepting:
 - (a) Right of Way of Canadian Pacific Railway, Plan Ry. 11.
 - (b) Portions of the North East Quarter of Section Twenty-four (24) lying east of South Avenue, Second Street and North Street in Tilley Townsite, Plan 6336 A.F.
 - (c) Public Roadway—Plan 12681, Department of Public Works.
 - (d) Canal Right of Way—Plan Irr. 1180.
 - (e) A strip Thirty-three (33) feet in width in the South East Quarter of Section Twenty-four (24), which lies adjacent to the western boundary of Canal Right-of-Way, Plan Irr. 1180.
2. All Block "X", Plan 6336 A.F., except Roadway, Plan 12681.
3. All of Section Twenty-five (25) in Township Seventeen (17), Range Thirteen (13), West of the Fourth Meridian, lying northeast of Canadian Pacific Railway Right-of-Way, Plan Ry. 11, except:
 - (a) Canal Right-of-Way, Plan Irr. 1086;
 - (b) Roadways shown on plans 12212 and 12681—six hundred and forty-two (642) acres of said land being irrigable;

such water to be supplied at the rate of One Dollar and Twenty-five cents (\$1.25) for each and every acre of irrigable land, on the same terms and conditions as are contained in the usual form of water agreement.

6. The Board, upon the coming into force of this Agreement, shall grant to the Railway Company a lease pursuant to the provisions of *The Land Titles Act*, Chapter 132 of the

Revised Statutes of Alberta, 1922, for a period of ten (10) years from the first day of May, 1935, of the following lands:

1. All of Sections One (1), Eleven (11) to Fifteen (15) inclusive, Twenty (20) to Thirty-six (36) inclusive, and those portions of Sections Two (2), Three (3), Nine (9), Ten (10), Sixteen (16) and Seventeen (17), lying North of Railway right-of-way of the Canadian Pacific Railway Company in Township Seventeen (17), Range Twelve (12), West of the Fourth Meridian, and all that portion of Section Nineteen (19), in said Township which lies northeast, east and southeast of canal right-of-way, as shown on said Plan Irr. 1180;
2. All of Sections One (1) to Twenty-four (24) inclusive, in Township Eighteen (18), Range Twelve (12), West of the Fourth Meridian—

at a rental of One (\$1.00) Dollar per year, the Company agreeing to pay all taxes, rates and assessments imposed on the lands so leased during the said term.

7. The Railway Company shall transfer to the District the West half of Section Twenty-nine (29) and that portion of the South West Quarter of Section Thirty-two (32) lying South of Railway Right-of-way and South and East of the Road Diversion in Township Eighteen (18), Range Fourteen (14), West of the Fourth Meridian, at present occupied and used as a reservoir and domestic and railway water supply system, and also the works appurtenant thereto in so far as same are owned by the Railway Company, except such as are situate on the Railway Right-of-Way and Station Grounds of the Railway Company, and the District shall at all times hereafter, during the life of the existing works supply to the Railway Company all the water required by it for railway purposes at the rate of fifteen (15c) cents per one thousand (1,000) gallons; provided always that after the expiration of five years from the date hereof and thereafter not oftener than once in five years the rate payable by the Railway Company shall in default of agreement by the parties be fixed by the Board of Public Utility Commissioners on the application of either party on the basis of any increase or decrease in the cost of supplying such water (exclusive of interest, depreciation, land rent, the conveyance of water through the Irrigation Works, taxes and the cost of making any such water suitable for human consumption).

8. The Railway Company shall assign and transfer, and does hereby assign and transfer to the District all its estate and interest in the power plant located on that portion of Section Thirty-two (32) in Township Eighteen (18), Range Fourteen (14), West of the Fourth Meridian, known as "Brooks Headquarters", and all such rights and benefits with regard thereto as are vested in the Railway Company, and the District shall assume and indemnify the Railway Company against any and all obligations and liabilities which the Railway Company may be under to the Calgary Power Company and/or the Town of Brooks with respect to such power plant and its operation and maintenance.

9. The District and the Railway Company mutually agree to afford to one another on equal terms the use of such telephone poles, wires and telephone switching facilities, the property of one of the parties, as may reasonably be required by the other for the purposes of its undertaking.

10. The Railway Company covenants to pay to the Board on or before the 1st day of May, 1935, the sum of One hundred and Seventy-five Thousand (\$175,000.00) Dollars, and on or before the 1st day of May, 1936 the further sum of One hundred and Twenty-five thousand (\$125,000.00) Dollars, to be used by the Board in the maintenance, operation, renewal and repair of the undertaking and works hereby transferred to the Board, it being understood and agreed by and between the parties hereto that if after the first day of May, 1935, any moneys are expended by the Railway Company in connection with the operation, maintenance, renewal or repair of said undertaking the Railway Company shall be entitled to deduct any moneys so expended from the amount remaining to be advanced to the Board.

11. The Railway Company does hereby assign and transfer to the Board all its right, title and interest in all machinery and equipment heretofore used in connection with said irrigation undertaking and stores at the Irrigation Headquarters at Brooks, Alberta, or anywhere on said project, excepting, however, such machinery and equipment as the Railway Company shall, prior to 1st May, 1935, decide to remove for the purpose of carrying on the irrigation operations of the Railway Company at Lethbridge and Strathmore.

12. The Railway Company shall assign and transfer and does hereby assign and transfer to the Board out of the stores kept on hand by the Railway Company in accordance with its standard and practices heretofore observed and followed for use by the Railway Company on the said Eastern Section, and other Irrigation works, such quantity of stores as may be reasonably required by the Board, to a value of not less than the sum of Thirty thousand (\$30,000.00) Dollars, and not exceeding the sum of Forty Thousand (\$40,000.00) Dollars.

13. The Railway Company shall deliver to the Board all Duplicate Certificates of Title, Agreements for Sale, Leases, Water Agreements (Interim or Final), Plans, Blue-prints and other documents relating to the said Eastern Section and to the lands set out in Schedules "A" and "B" hereto which are in its possession, and will furnish to the Board on request all information which the Board may reasonably require from the records or files in the possession of the Railway Company relating to said lands, Duplicate Certificates of Title, Agreements for Sale, Leases, Water Agreements, Plans or Blue-prints.

14. Nothing herein contained shall be construed as conveying to the Board any property, real or personal, acquired, held, owned, operated or used by the Railway Company for railway purposes.

15. The Board agrees to accept and does hereby accept from the Railway Company the assignment and transfer of the undertaking and works comprised in the said Eastern Section, and of the lands and agreements, water agreements, leases, agreements to lease, licenses of occupation aforesaid, and of all the chattels, rights, actions, causes of action, choses in action all as hereinbefore transferred and agrees to assume (and to save harmless and indemnify the Railway Company) and does hereby assume (and indemnify the Railway Company against) all and every liability which now or hereafter may exist or arise against the Railway Company relating to the said undertaking and works or the said lands or any of the agreements, water agreements, leases, agreements to lease, licenses of occupation or any of the said chattels, rights, actions, causes of action, choses in action, all as hereinbefore transferred.

16. The Board agrees to assume and does hereby assume liability as and from the first day of January, 1935, for any and all taxes, rates and assessments which may be levied or imposed pursuant to any statute or statutory regulations of the Province of Alberta, on any of the lands, undertakings, chattels or assets of whatever description assigned or transferred to the Board by or pursuant to this Agreement, and also agrees to assume and does hereby assume as and from the said first day of May, 1935, all and every obligation, liability and duty which may have heretofore rested on the Railway Company pursuant to the provisions of *The Irrigation Act* (Can.) 1927, R.S.C. Cap. 104, and/or *The Water Resources Act*, being Chapter 71 of the 1931 Alberta Statutes, and any authorization or license issued pursuant to said Statutes or either of them.

17. The Railway Company agrees that the expense of maintaining, repairing and renewing all structures by which the railway of the Railway Company is carried over the existing works comprised within the said Eastern Section, or any of them, shall be borne and paid by the Railway Company save and except the Brooks Aqueduct (mileage 63.1), the Cassils Siphon (mileage 71.1 and the Siphon at Mileage 67.3) the expense of maintaining, repairing and renewing which shall be borne and paid by the Board.

18. All moneys collected by the Railway Company after May first, 1935, under Agreements for Sale or Leases, or under Water Agreements, shall be for the account of the Board.

19. The Railway Company shall assign and transfer and does hereby assign and transfer to the Board all rights which have accrued to the Railway Company from any actions commenced by it in respect of any property, real or personal, or any right or chose in action hereby transferred to the Board, and all rights, which have accrued to the Railway Company from any seizures or other judicial process issued in connection with any leases transferred by this Agreement to the Board, the Board agreeing to compensate the Railway Company for all costs incurred after the said first day of May, 1935, in connection with said seizures or other judicial

process, and to indemnify the Railway Company in respect of any seizure made and continued or judicial process issued and continued prior to the coming into effect of this Agreement, and the Board shall assume the conduct of all and any litigation commenced by or against the Railway Company in respect of anything transferred by this Agreement and shall cause and procure itself to be substituted for the Railway Company as plaintiff or defendant, as the case may be, in such litigation, and shall indemnify and save harmless the Railway Company against all liability under any judgments or orders—including judgments or orders for costs—which may be made in the course of such litigation.

20. The Railway Company agrees that for the purposes of this Contract the Committee responsible for the negotiations on behalf of the Water Users shall be regarded as the agents and representatives of the Board and the Railway Company represents and warrants that it has made full disclosure to the Irrigation Council as the adviser to the said Committee of the true plight and conditions of the Bassano Dam and all the other works in the Eastern Section hereby transferred to the Board, and that neither the Railway Company nor its officers, have knowledge of any defects in the said Dam or other works which endanger their safety; and that the Railway Company will be responsible for any extraordinary expenditures which may be incurred between the first of May, 1935 and the 30th of April, 1940, in remedying any defects affecting the safety of said Dam or other works, of which defects the Railway Company or its officers at the date of this Agreement ought reasonably to be aware: PROVIDED ALWAYS that the foregoing Warranty shall not apply to expenditures which may be incurred during the said period in the ordinary course of maintaining, repairing or renewing the works, or to any expenditures rendered necessary as a result of any failure on the part of the Board to provide for proper maintenance, repair or renewal, and provided further that said Warranty is conditional upon the Board employing an experienced, competent and adequate staff, and carrying out an adequate and orderly programme of maintenance, repair and renewal in connection with the operation of the irrigation system, including the said Dam and other works.

21. The Railway Company agrees to waive and does hereby waive any claim which the Railway Company might hereafter have against the Board by reason of damage to the railway or other property of the Railway Company resulting from seepage or from failure of any of the works of the Board, and not attributable to the negligence of the Board, its agents or servants; it being agreed that negligence shall not be imputed to the Board so long as the works from which such damage results, are maintained and operated in reasonable conformity with the standards of the maintenance and operation hitherto maintained by the Railway Company.

22. The Railway Company covenants with the Board to indemnify and save harmless the Board 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 and transferred or agreed to be assigned or transferred, under or by virtue of any bonds, debentures, notes or other securities heretofore issued by the Railway Company or any Trust Indenture securing the same.

IN WITNESS WHEREOF this Agreement has been executed by the representatives of the parties the day and year above written.

CANADIAN PACIFIC RAILWAY COMPANY,

D. C. COLEMAN,
Vice President.

[SEAL]

E. ALEXANDER,
Secretary.

THE BOARD OF TRUSTEES OF THE EASTERN
IRRIGATION DISTRICT,

CARL J. ANDERSON,
W. TAIT WHITE,
R. H. JONES.

SCHEDULE "A".

1. All lands registered in the name of the Canadian Pacific Railway Company in Ranges Eleven (11) to Eighteen (18), both inclusive, West of the Fourth (4th) Meridian, lying between the Red Deer and Bow Rivers, excepting thereout and therefrom:

(a) All lands in Sections Seven (7) to Thirty-six (36) inclusive, in Township Twenty-five (25), Range Seventeen (17); all of Townships Twenty-six (26) and Twenty-seven (27), Range Seventeen (17), and all of Townships Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28), in Range Eighteen (18), West of the Fourth Meridian.

(b) All lands owned, occupied or used for railway right-of-way, station grounds or any railway purposes whatsoever, and all improvements thereon.

(c) The lands described in Paragraph 5 of this Agreement and all improvements thereon.

(d) All that portion of the South-east Quarter of Section Thirty-two (32), Township Eighteen (18), Range Fourteen (14), West of the Fourth Meridian, described as:

Commencing at a point in the southwestern limit of Second Avenue distant three hundred and five and six-tenths (305.6) feet southeasterly from its intersection with the southeastern

limit of Third Street East as said Avenue and Street are shown on a plan of subdivision of record in the Land Titles Office for the South Alberta Land Registration District as Plan 3230 A.M.;

Thence southeasterly along the said southwestern limit of Second Avenue one hundred and forty-four and four-tenths (144.4) feet;

Thence Southwesterly parallel with the said southeastern limit of Third Street East three hundred and twenty-five (325) feet;

Thence northwesterly parallel with the said southwestern limit of Second Avenue one hundred and forty-four and four-tenths (144.4) feet;

Thence northeasterly along a straight course to the place of beginning; this portion comprising one and eight-tenths (1.8) acres, more or less.

And all improvements thereon.

2. All Right-of-way as described in Certificate of Title of record in the Land Titles Office for the South Alberta Land Registration District as No. 13.T.45, excepting thereout that portion containing two and forty-four one-hundredths (2.44) acres more or less, as shown on plan of record in the said Land Titles Office as No. 5095 B.M.

SCHEDULE "B"

Registered Number	Date	Holder	Land Affected
4422 E.K. Folio 127	6th March, 1933	Sutherland Canadian Lands Company, Limited	Pt. S. ½ 2-19-14 W. 4th.
4423 E.K. " 127	6th March, 1933	" " " " "	Pt. N. ½ 2.
4424 E.K. " 127	6th March, 1933	" " " " "	Pt. 11-19-14 W. 4th.
4425 E.K. " 127	6th March, 1933	" " " " "	Pt. S.E. 1-19-14 W. 4th.
9146 E.G. " 243	29th April, 1931	Vennie C. Albers	L.S. 9 and 10 of 1-19-14 W. 4th.
3225 C.O. " 92	19th August, 1920	Eric Chaplin and The Duke of Argyll, Executors of the Last Will and Testament of the Duke of Sutherland	L.S. 15 and 16 of 1-19-14 W. 4th.
4446 E.K. " 127	6th March, 1933	Sutherland Canadian Lands Company, Limited	L.S. 11 and 14 and Pt. L.S. 6 in 1-19-14 W. 4th.
3227 C.O. " 92	19th August, 1920	Eric Chaplin and The Duke of Argyll, Executors of the Last Will and Testament of the Duke of Sutherland	L.S. 12 and 13 and Pt. L.S. 4 and 5 of 1-19-14 W. 4th.
4428 E.K. " 127	6th March, 1933	" " " " "	L.S. 4 and 5, 12 and 13 of 12-19-14 W. 4th.
4429 E.K. " 127	6th March, 1933	" " " " "	L.S. 3 and 6 and W. ½ 2 and 7 of 12-19-14 W. 4th.
4430 E.K. " 127	6th March, 1933	" " " " "	E. ½ of L.S. 2 and 7 and Pt. L.S. 1 and 8 of 12-19-14 W. 4th.
4431 E.K. " 127	6th March, 1933	" " " " "	Pt. E. ½ of 12-19-14 W. 4th.
4432 E.K. " 127	6th March, 1933	Sutherland Canadian Lands Company, Limited	Pt. L.S. 11 and 14 and Pt. N.E. 12-19-14 W. 4th.
4433 E.K. " 127	6th March, 1933	" " " " "	N.W. 7-19-13 W. 4th.
4434 E.K. " 127	6th March, 1933	" " " " "	S.W. 18-19-13 W. 4th.
4449 E.K. " 127	6th March, 1933	" " " " "	Pt. N. ½ 34-18-14 W. 4th.
4448 E.K. " 127	6th March, 1933	" " " " "	Pt. N. ½ 35-18-14 W. 4th.
4447 E.K. " 127	6th March, 1933	" " " " "	S.E. 13-19-14 W. 4th.
4445 E.K. " 127	6th March, 1933	" " " " "	Pt. S.W. 13-19-14 W. 4th.
4444 E.K. " 127	6th March, 1933	" " " " "	Pt. N. ½ 22-18-14 W. 4th.
4443 E.K. " 127	6th March, 1933	" " " " "	Pt. N. ½ 23-18-14 W. 4th.
4442 E.K. " 127	6th March, 1933	" " " " "	Pt. 26-18-14 W. 4th.
4441 E.K. " 127	6th March, 1933	" " " " "	Pt. 27-18-14 W. 4th.
4440 E.K. " 127	6th March, 1933	" " " " "	S.E. 34-18-14 W. 4th.
4439 E.K. " 127	6th March, 1933	" " " " "	Pt. S. ½ 35-18-14 W. 4th.
4438 E.K. " 127	6th March, 1933	" " " " "	Pt. N. ½ 11-19-14 W. 4th.
4437 E.K. " 127	6th March, 1933	" " " " "	N. ½ 13-19-14 W. 4th.
4436 E.K. " 127	6th March, 1933	" " " " "	Sec. 14-19-14 W. 4th.
4435 E.K. " 127	6th March, 1933	" " " " "	E. ½ 15-19-14 W. 4th.
			S. ½ 23-19-14 W. 4th.

SCHEDULE "B"—Continued

Registered Number	Date	Holder	Land Affected
341 C.H. " 10	6th February, 1919	Cora May Bowers, Administratrix of the Estate and effects of George Sherman Bowers	N.E. 4-21-18 W. 4th.
3125 C.I. " 88	5th January, 1920	Charles Walter Peterson, Wesley Hoople and Harry Henry Honens	N.E. 16-21-18 W. 4th.
2861 C.K. " 78	6th January, 1920	" " " "	S.E. 16-21-18 W. 4th.
3404 C.K. " 96	16th January, 1920	" " " "	Pt. S.W. 16-21-18 W. 4th.
2762 D.E. " 81	16th June, 1923	Samuel J. Rife	Pt. N.W. 28 and S.W. 33-20-14 W. 4th.
5410 E.B. " 155	8th January, 1929	William B. Smith	S.E. 17-20-14 W. 4th.
5590 D.C. " 139	27th October, 1922	Gertrude Dell Jones	N. ½ 9-21-18 W. 4th.
7423 E.G. " 195	9th March, 1931	Donald Petrie Simson	S.E. 19-19-13 W. 4th.
7429 E.G. " 195	9th March, 1931	" " "	Pt. N.W. 24-19-14 W. 4th.
7427 E.G. " 195	9th March, 1931	" " "	W. ½ of N.E. ¼ of 24-19-14 W. 4th.
7425 E.G. " 195	9th March, 1931	" " "	S.E. 24-19-14 W. 4th.
5386 E.B. " 154	8th January, 1929	William B. Smith	S.W. 16-20-14 W. 4th.
3282 E.D. " 93	26th June, 1929	Ralph Edwin Robson	S.W. 32-22-16 W. 4th.
5388 E.B. " 154	8th January, 1929	William B. Smith	N.W. 15-20-14 W. 4th.
7542 E.B. " 214	9th March, 1929	Mabel Horne	S.W. 17-23-16 W. 4th.
4551 D.O. " 129	28th July, 1926	Board of Trustees of the Clemenceau Consolidated School	Pt. S.E. 17-21-16 W. 4th.
7722 E.C. " 200	5th September, 1929	James Alexander	E. ½ of S.E. ¼ 4-19-14 W. 4th.
8344 E.A. " 235	28th February, 1929	George Henry Homann	S.E. 17-19-15 W. 4th.
9169 E.C. " 238	17th October, 1929	Oliver Henry	N.W. 6-16-15 W. 4th.
9170 E.C. " 238	17th October, 1929	" " "	S.W. 7-16-15 W. 4th.
1274 E.K. " 37	15th August, 1932	Board of Trustees Kitsim Public School District	Pt. S.E. 16-17-16 W. 4th.
6448 E.C. " 168	30th July, 1929	Julius Jensen	N. ½ of S.W. ¼ of 1-21-17 W. 4th.
9409 E.B. " 244	2nd April, 1929	William B. Smith	N.E. 5-20-14 W. 4th.
1572 E.D. " 45	17th May, 1929	Johanna Schmidt	Pt. N.W. 17-21-15 W. 4th.
7543 E.D. " 213	28th October, 1929	David T. Bennett	N.E. 25-20-18 W. 4th.
4602 E.F. " 128	7th April, 1930	Clarence H. White	S.W. 34-20-12 W. 4th.
5549 E.E. " 156	29th March, 1930	Emma Archibald	N.E. 20-23-16 W. 4th.
4336 E.N. " 124	7th February, 1935	Ruby Larson	W. ½ of N.W. 34-20-14 W. 4th.
4638 E.N. " 133	5th March, 1935	Royal S. Edwards	S.E. 22-23-16 W. 4th.
4637 E.N. " 133	5th March, 1935	" " "	N.E. 22-23-16 W. 4th.
7025 D.K. " 213	29th January, 1927	William Alfred Evans	Pt. S.E. 26-16-16 W. 4th.

FIFTH SESSION
SEVENTH LEGISLATURE
25 GEORGE V
1935

B I L L

An Act to Incorporate the Eastern
Irrigation District.

Received and read the

First time.....

Second time.....

Third time.....

HON. MR. GRIDALE.

EDMONTON:
W. D. MCLEAN, KING'S PRINTER
1935