

Bill No. 76 of 1944.

A BILL TO INCORPORATE THE WESTERN IRRIGATION DISTRICT.

NOTE.

This Bill incorporates the Western Irrigation District and validates an agreement which has been entered into subject to validation between the Canadian Pacific Railway Company and owners and purchasers of land in what is known as the Western Section of the Canadian Pacific Railway Irrigation Block east of Calgary. The Bill is in the main, similar to the Act incorporating the Eastern Irrigation District, chapter 34, Statutes of Alberta, 1935, which also validated an agreement between the C.P.R. and farmers and water users occupying the Eastern Section of the Irrigation Block. Action by the Legislature was asked for in a petition addressed to the Minister of Agriculture signed by over seven hundred land owners and purchasers who indicated in the petition the area of land to be irrigated by each petitioner and whether or not water was required for domestic use.

Section 3 constitutes the District and Schedule I sets out the lands included in the District. The lands of persons who now have water agreements with the Railway Company are included in the District, and all the obligations of the Company to such water users are assumed by the District.

The committee which negotiated the agreement on behalf of the land owners and purchasers are constituted the first Board of the District and will hold office for one year when an election will be held. Sections 4 to 6 deal with the constitution of the Board and with the first election.

Section 7 validates the agreement above referred to which is Schedule II to the proposed Act. The principal features of the agreement which are not also set out in the Act are:

(a) The Company gives the Board use of the trunk telephone line between Calgary and Strathmore.

(b) The Company transfers to the Board all farm machinery, horses, machinery equipment and chattels of every description used in connection with the works and all stores and supplies at headquarters at Strathmore.

(c) The Company agrees to operate the works until April 30th, 1944, and to deliver possession to the Board on May 1st, 1944.

(d) The Company covenants to pay to the Board \$200,000 on April 1st, 1944, \$100,000 on April 1st, 1945, and \$100,000 on May 1st, 1946, the said amounts to be used for maintenance, operation, renewal and repair of the undertaking and works.

(e) The Company also agrees to pay the Board on or before May 1st, 1944, as compensation for the assumption by the Board of the obligation to carry out the Company's water agreements, an amount equal to \$20.00 per acre of irrigable land included in the water agreements transferred to the Board.

(f) The Board indemnifies the Company against every liability which now exists or may hereafter exist or arise against the Company relating to the undertaking and works or their operation, etc.

(g) The Board agrees to deliver water required by the Company for industrial purposes at \$1.50 per acre foot at district delivery points, provided such delivery does not interfere with the supply of water to waters users in the District.

(h) The Board assumes liability for taxes from the date of the agreement except that the Company agrees to pay the 1944 taxes on the works, etc. situate within the City of Calgary.

(i) The Company waives any claim it might have for damage to the Railway, etc., resulting from seepage which is not due to the negligence of the Board.

(j) The Company indemnifies the Board against liability on bonds heretofore issued by the Railway Company.

(k) The Board agrees that if, at any time within twenty-one years, the lands and works transferred be utilized directly or indirectly for development of electricity or power by the Board itself or under a contract with some corporation, the compensation accruing to the Board up to the sum of \$400,000 shall be accounted for to the Company. Provision is made for the arbitration of any dispute as to the compensation, and as to how the Board shall account for it to the Company.

Section 8 transfers the works of the Company to the District and terminates the duties and responsibilities of the Company with respect thereto and transfers them to the Board. By section 9 the Company transfers to the District all the lands described in Schedule A to the agreement reserving all mines and minerals.

Section 10 transfers to the Board all subsisting water agreements together with outstanding water rates.

Section 11 provides for the possibility of some water agreements being omitted from the Schedule to the agreement.

Section 12—(1) in effect amends agreements for sale of land made by the Company by eliminating the reference to water agreements for which the Board will in future be responsible. Subsection (2) of the same section transfers to the Board the benefit of reservations and exceptions in favour of the Company giving it the right of entry, etc., to construct ditches contained in the agreements for sale.

Section 13 deals with the powers of the Board over and above powers conferred on Boards by *The Irrigation Districts Act*. The new powers include the power to transfer the works or to enter into an agreement for their operation by some other person as agent for or jointly with the Board. Power is also given to supply water for domestic purposes to lands within and without the District and to make a charge therefor.

Section 14 applies the Act to the Crown as licenses to divert water granted by the Crown are or may be affected.

Section 15 exempts from every class of taxation lands acquired by the Board on account of seepage damage and lands on which the Board has a statutory easement for seepage under the provisions of *The Irrigation Districts Act*.

Section 17 deals with the appointment of a General Manager and his powers and duties and prohibits the Board dismissing or suspending him or altering his remuneration without the approval of the Irrigation Council, and also deals with the remuneration of other employees.

Section 18 requires audits to be made by the Provincial Auditor.

Section 19 requires the bonding of the general manager and certain other employees.

Section 22 authorizes the Board to assess the value of the benefit for domestic purposes of water supplied to any parcel either within or without the District or used by the owner or occupant of a parcel. This benefit may be assessed against the parcel and the provisions of *The Irrigation Districts Act* as to assessment, etc., shall apply.

The Board is directed to establish a tariff as a basis for estimating the benefit accruing to each parcel and in establishing the tariff may differentiate between persons receiving water for domestic purposes only and those receiving water for both domestic and irrigation purposes. The charge for domestic purposes is also made a lien on crops, in the same manner as irrigation rates are now a lien on crops under *The Irrigation Districts Act*.

Section 24 gives directions to the general manager as to the preparation of the first assessment roll.

Section 26 defines who are entitled to vote.

Section 27 gives the Minister power on receipt of a petition within two years to include other lands in the District and also gives him power to correct errors as to inclusion in or exclusion from the District of any parcel.

Section 28 gives the Board power, in certain circumstances, to discontinue water service to a parcel on proper notice.

Section 30 authorizes the Board to accept surrender of any water agreement, and in such a case, the right of the owner to water will depend on the provisions of *The Irrigation Districts Act* and this Act.

Section 31 empowers the Board, with the approval of the Council, to pay the expenses incurred by any persons who acted for the water users or the District in the negotiations leading up to the making of the agreement.

W. S. GRAY,
Acting Legislative Counsel.

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

BILL

No. 76 of 1944.

An Act to Incorporate the Western Irrigation District.

(Assented to _____, 1944.)

WHEREAS the Canadian Pacific Railway Company is the owner of an irrigation system known and hereinafter referred to as the Western Section;

And whereas a large number of persons in the area served by the said Western Section have by petition to the Minister expressed a desire that their lands, together with the lands of owners and purchasers who are entitled by agreement with the said Railway Company to obtain water from the said system, be constituted as an irrigation district and that the district be empowered to acquire from the Company the irrigation system known as the Western Section and to operate and maintain the said system:

Now therefore 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 Western Irrigation District Act.*"

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

- (a) "Board" means the Board of Trustees of the District appointed by this Act and the Board subsequently elected pursuant to the provisions of *The Irrigation Districts Act* as modified by this Act;
- (b) "Council" means the Irrigation Council appointed under the provisions of *The Irrigation Districts Act*;
- (c) "District" means the Western Irrigation District;
- (d) "Domestic purposes" means household, sanitary and fire protection requirements, the watering of live stock and the working of agricultural machinery by steam, fuel oil or gasoline;
- (e) "Minister" means the member of the Executive Council for the time being charged with the administration of *The Irrigation Districts Act*;
- (f) "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;

- (g) "Parcel of land" means a quarter section of land according to the system of surveys under *The Dominion Land 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;
- (h) "Purchaser" means any person 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, but does not include a lessee; Provided, however, that in every case "Purchaser" shall be deemed to mean the last purchaser;
- (i) "Railway Company" means The Canadian Pacific Railway Company;
- (j) "Water user" means an owner or purchaser who uses water diverted by the Western Irrigation District for irrigation or domestic purposes;
- (k) "Western Section" means the Western Section Irrigation System of the Canadian Pacific Railway Company's Irrigation Block.

3. The lands described in Schedule I to this Act, being the lands of owners and purchasers who signed the said petition to the Minister and the lands of owners and purchasers who are entitled by agreement with the Railway Company to obtain water from the said system are hereby formed into and constituted an irrigation district under the name and style of "The Western Irrigation District" and shall be an irrigation district for all the purposes of *The Irrigation Districts Act*, being chapter 98 of the Revised Statutes of Alberta, 1942, 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.

4. The committee, representing the petitioners, composed of John A. McArthur of Gleichen, farmer, James Harwood of Strathmore, farmer, George Boyack of Keoma, farmer, Emile Cammaert of Tudor, farmer, and Jonathan M. Wheatley of Chancellor, farmer, 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 said John A. McArthur shall be the chairman of the said Board.

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

6.—(1) Notwithstanding the provisions of *The Irrigation Districts Act*, the first Board of the District shall be

succeeded on the first day of May in 1945 by a Board consisting of five trustees elected during the preceding month.

(2) In case a poll is held, the two trustees who receive the greater number of votes at such election shall each hold office for two years and the remaining trustees shall each hold office for one year.

(3) In case no poll is held, slips of paper bearing the names of the five trustees shall be placed by the returning officer in an urn or other suitable receptacle and shall be drawn therefrom at random and the trustees whose names are drawn first and second shall each hold office for two years and the remaining trustees shall each hold office for one year.

(4) The trustees elected in every subsequent year shall hold office for a term of two years.

(5) The Board, by by-law, or the Minister, by order, may at any time alter the manner in which the trustees are nominated, or the manner in which, or the term for which, they are elected, so as to provide that the District be divided into electoral divisions and for the nomination of candidates by the voters of each division, and the election of candidates by the general vote of the voters,

Provided that the by-law, before coming into force, shall be submitted upon the day fixed for an annual election by *The Irrigation Districts Act* to the voters of the District, and shall receive the approval of a majority of the voters, voting thereon. In case the by-law receives the approval of the voters, the Minister shall determine the boundaries of the divisions.

(6) In subsection (5) the expression "voters" means those persons entitled to vote at an election of trustees of the District.

(7) Subject to the other provisions of this section, the provisions of *The Irrigation Districts Act* relating to the annual election of trustees shall apply *mutatis mutandis* to the elections held pursuant to this section.

(8) At the first meeting of the Board held after each annual election of trustees, a member of the Board shall be elected as the chairman thereof to act for the current year.

7. The agreement, a copy of which is set out in Schedule II to this Act, made between the Railway Company and the Board as represented and acting by the Committee named in the said agreement, is hereby ratified and confirmed and declared to be legally binding, according to the tenor thereof, upon the Railway Company and upon the Board, and each of the parties to the said agreement and the Board are 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.

8. Upon the coming into force of this Act, save as herein excepted, the entire undertaking and works (as

"works" are defined by *The Irrigation Act*, R.S.C., 1927, chapter 104) comprised in the Western Section and described in the said agreement, shall be and the same are hereby vested in the Board, and from and after the thirtieth day of April, 1944, all the powers, privileges, duties and responsibilities of the Railway Company in respect of the operation, use and maintenance of the said Western Section and the delivery of water therefrom under any Statute or under any agreement 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 undertaking or works pursuant to the provisions of any and all agreements heretofore entered into by the Company in that behalf, and still in force and remaining in force, and shall indemnify and save harmless the Railway Company from all claims, demands and liabilities whatsoever, and whether past, present or future, in respect of the operation, use and maintenance of the undertaking and works known as the Western Section, or the use of water in the said works, or the supply of water therefrom.

9. Upon the coming into force of this Act, all the estate, right, title and interest of the Railway Company in and to the lands described in Schedule A of the agreement forming Schedule II of this Act and all canal rights-of-way registered in the name of the Company in Ranges Twenty West of the Fourth Meridian to Range One West of the Fifth Meridian, both inclusive, lying between the Bow River and the left bank of the Rosebud River, excepting however, the lands specifically described in paragraph 10 of the said agreement, 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 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 the said agreement and for all the lands in the said canal rights-of-way registered in the name of the Railway Company, excepting as aforesaid the lands specifically described in paragraph 10 of the said agreement, and issue new certificates of title 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;

Provided that said exception and reservation shall not confer on the Railway Company, its 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 forty yards therefrom without the leave of the Minister in charge of the administration of water resources, and in any 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.

10. Upon the coming into force of this Act, all the water agreements still in force and applying to irrigable lands served by the said Western Section shall be read and construed as if the Board and not the Railway Company had entered into the same, and all moneys due or accruing due thereunder and all benefits and advantages 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 and the Director of Water Resources shall, without charge, make a memorandum upon each and all of the said water agreements of the substitution effected by this section.

11. In the event that subsequent to the date of the agreement forming Schedule II hereto it is found that for any reason any water agreement or agreements, interim or final, 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 including paragraph 13 thereof shall apply to the said water agreement or agreements, notwithstanding that it or they are not included in said Schedule B.

12.—(1) All agreements for sale of lands in the Western Section heretofore entered into by the Railway Company as vendor, and relative to which water agreements were entered into by the Railway Company and purchasers under said agreements for sale, shall, from and after the date of the coming into force of this Act, be read and construed as if no mention were made therein of 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 Railway Company 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 due, 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 of land referred to in subsection (1) hereof, or in any transfer or certificate of title of lands in the Western Section, which reserve to, except for, or confer upon the Railway Company any right, easement or privilege to enter upon any lands to make surveys for any irrigation

canals, ditches, reservoirs or works, and to dig, construct, maintain and operate the necessary ditches, canals and works for properly supplying water to lands in the said Western Section, and 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 to take and acquire land for any irrigation canal, ditch, reservoir or works on the terms therein contained shall be and they are hereby transferred to the Board and shall enure to the benefit of the Board, and the Board shall be entitled to exercise any or all of such reservations, exceptions, rights, easements and privileges in the same manner and to the same extent as if the Board had been party to each agreement, instead of the Railway Company, or as if the Board had been named in any reservation or exception contained in any transfer or certificate of title, instead of the Railway Company.

(3) Notwithstanding the provisions of subsection (1), each water agreement issued by the Railway Company and still in force and relating to lands in the said Western Section shall be and continue to be a first charge in favour of the Board against the lands covered by each of said agreements respectively.

13. With the approval of the Council and subject to such restrictions as the Minister may from time to time impose, the Board, in addition to the powers conferred upon it by section 12 of *The Irrigation Districts Act*, shall have the following rights and powers,—

- (a) to acquire, maintain and operate irrigation works, and to sell, transfer, convey, lease or otherwise dispose of same, or any part or parts thereof for any purpose whatsoever, or grant any easement over, or any privilege to use the same;
- (b) to supply water for domestic purposes to lands within and without the district and to impose a charge for such service;
- (c) to enter into an agreement with any person or persons for the maintenance, operation or use of the works and undertaking, or any part thereof, as agent for or jointly with the Board, or otherwise howsoever, and upon such terms as to indemnity, liability, or otherwise as by the Board may be considered expedient or desirable;
- (d) to acquire, hold, manage, lease, mortgage, buy and sell lands, both within and without the district;
- (e) to invest any funds of the District not likely to be required immediately for the financing of the District.

14. 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 Calgary, and any right, liability or obligation relating to the crossing of road allowances by irrigation canals, ditches or other works.

15. Notwithstanding the provisions of subsection (3) of section 24 of *The Irrigation Districts Act*, lands which have been acquired by the Board on account of seepage damage and lands on which the Board is deemed to have a statutory easement as provided for in paragraph (e) of subsection (10) of section 13 of the said Act, shall be exempt from every tax, levy, rate or impost imposed by the Province or any municipality, as defined in *The Irrigation Districts Act*, or any school district or other public authority whatsoever.

16. Section 26 of *The Irrigation Districts Act* shall not apply, and section 17 of this Act is enacted in lieu thereof.

17.—(1) The Board shall as soon as practicable after the coming into force of this Act, appoint a qualified and competent person who has been previously approved by the Council as the General Manager of the District, and subject to such approval shall fix the salary of the General Manager, and the terms and conditions of his employment.

(2) The general manager so appointed shall,—

- (a) have all the powers and duties which are by *The Irrigation Districts Act* conferred or imposed upon a secretary-treasurer;
- (b) appoint 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.

(3) The Board shall not dismiss or suspend the general manager or terminate his engagement without the consent of the Council.

(4) The Board shall not without the consent of the Council alter the remuneration of the general manager, or

without the consent of the general manager or the Council, alter the remuneration of any other employee of the Board.

(5) 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, the difference or dispute shall, at the request of either the Board or the general manager, be referred to the 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.

18. The auditor of the District shall be the Provincial Auditor who is hereby empowered to make any audits required by *The Irrigation Districts 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.

19.—(1) The general manager and such other employees as are designated by the Board shall, within one month after entering upon their duties, furnish to the Board security in a penal sum to be named by the Board, by a bond or guarantee of any corporation empowered to grant bonds or policies for the integrity of persons occupying positions of trust.

(2) Every such security shall be renewed or changed whenever renewal or change is required by the Board.

(3) The members of the Board shall be jointly and severally responsible to see that proper security is furnished as herein provided.

20. Where in section 28 of *The Irrigation Districts Act* the word "records" is used, it shall, for the purposes of this Act, be interpreted as meaning the minutes of the Board, the assessment roll, the collector's roll, rate enforcement returns, and annual financial statements of the District.

21. In addition to the powers conferred on the Council by section 41 of *The Irrigation Districts Act*, the Council is hereby authorized and empowered to perform such duties and to do such acts and things as by this Act are imposed upon or required of it.

22.—(1) Notwithstanding the provisions of *The Water Resources Act*, the Board shall in each year assess the value of the benefit for domestic purposes of the water supplied to any parcel or parcels of land, within or without the

District, or used by the owner, purchaser, lessee, or occupant thereof, and the value of the benefit of the water so supplied or used shall, subject to the approval of the Council, be assessed and charged against the said parcel or parcels, and all the provisions of *The Irrigation Districts Act* with respect to the assessment, collection or recovery of irrigation rates shall apply thereto. For the purposes of this section, parcel or parcels of land shall be deemed to mean and include land along or contiguous to or through which pass any ditches, canals, spillways, or works of the District, as well as any creeks, sloughs, lakes or other reservoirs fed by water diverted from the Bow River by means of the undertaking or works of the District.

(2) The Board shall establish a tariff which shall be the basis for estimating the benefit accruing to the said parcels 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.

(3) 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 on the parcel, and the provisions of section 160 of *The Irrigation Districts Act* shall apply to the lien upon the crops and other farm produce hereby created.

23. Subsection (1) of section 120 of *The Irrigation Districts Act* shall not apply to the District, and section 24 hereof is enacted in lieu thereof.

24.—(1) The general manager shall proceed as soon as possible after his appointment to prepare an assessment roll of the District in columnar form, and he shall include therein every quarter section or other parcel of land to which water will be supplied or to which it confers benefits as defined in subsection (1) of section 22, and he shall show thereon the name of the owner and the name of the purchaser, if any, of each parcel of land shown in Schedule I of this Act, and each additional parcel of land supplied with water for domestic purposes by the District or to which benefits are conferred as defined in subsection (1) of section 22, and his post office address, if known, and in the second column thereof the description of the parcel of land, and in the third column thereof the number of acres in the parcel of land which are to be irrigated as shown on the petitions submitted to the Minister and approved by him, and as shown in the water agreements vested in the Board by this Act and in the fourth column the amount of the charge to be made for water supplied or made accessible for domestic purposes.

(2) The assessment roll in so far as it applies to water for domestic purposes, shall be amended from time to time as circumstances require, and in accordance with the annual assessment.

(3) In making up the roll, the manager shall distinguish between irrigable land in respect of which the sums payable to the Board for irrigation are so payable by virtue of a water agreement with the Railway Company 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.

(4) (a) Whenever the area to be irrigated is less than the total irrigable area in the parcel, the manager shall ascertain from the water user and indicate on a map showing the classification of the parcel, the location of the area to be irrigated and the location of this area shall not be changed without the consent of the Board.

(b) If any other area is irrigated without first obtaining its consent, the Board shall assess for the extra area whether or not any portion of the original area is irrigated.

25. Section 83 of *The Irrigation Districts Act* shall not apply to the District and section 26 hereof is enacted in lieu thereof.

26.—(1) Every water user whose name appears on the assessment roll shall be entitled to vote, provided he is of the full age of twenty-one years.

(2) In the case of any parcel of land where the name of both a purchaser and an owner are on the assessment roll, the purchaser only shall be entitled to vote.

(3) Any corporation being an owner or purchaser, shall be entitled to vote by any one of its properly authorized officers, upon production by the latter of a certificate from the corporation that he is authorized to give a vote on its behalf.

27.—(1) Notwithstanding the provisions of section 179 of *The Irrigation Districts Act*, the Minister on the receipt of a petition, within two years after the coming into force of this Act, from the purchaser, or if there is no purchaser, from the owner of a parcel of land that can be served by the District works, may make an order to include such parcel in the District.

(2) Where any parcel of land has been included in or excluded from the District through error, the Minister may by order exclude or include such parcel from the District, and he may by order correct any error in the description of a parcel included in the District.

28. Should the Board find that the cost of providing service to any parcel of land included in the District other than a parcel covered by a subsisting water agreement with the Railway Company is excessive, the Board with the approval of the Council may remove such parcel from the assessment roll and discontinue water service to such parcel at such time and upon such notice to the owner or purchaser thereof as to the Council may seem reasonable and proper.

29. The sections of *The Irrigation Districts Act* next hereinafter enumerated shall not apply, namely, section 123, sections 126 to 138, both inclusive, and sections 141 to 155, both inclusive.

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

(2) Upon the cancellation or determination of any water agreement in any 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 Irrigation Districts Act* and this Act.

31. The Board is empowered, with the approval of the Council, to pay out of the funds of the District the reasonable and proper charges or expenses incurred by all or any of the persons who acted for the water users or the District in the negotiations leading up to the making of the agreement in Schedule II hereof and the formation of the District.

32. 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.

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

SCHEDULE I

The District shall include the following lands:—

Township 21, Range 20, West of the 4th Meridian—
N.W. 31;

Township 21, Range 21, West of the 4th Meridian—
E. $\frac{1}{2}$ 34 and S.E. 36;

Township 21, Range 26, West of the 4th Meridian—
N.W. 25; N.E. 28; E $\frac{1}{2}$ 33 and all 35;

Township 22, Range 20, West of the 4th Meridian—
W. $\frac{1}{2}$ 6; W. $\frac{1}{2}$ 7; N. $\frac{1}{2}$ 19; N. $\frac{1}{2}$ 29; S.W. 30;

Township 22, Range 21, West of the 4th Meridian—
S.E. $\frac{1}{4}$ and LS 3, 9, 10 and 16 of Sec. 2; N.E. 3; all 4;
LS 13, 14, 15 and 16 of Sec. 5; W $\frac{1}{2}$ and S.E. 7; W. $\frac{1}{2}$
and S.E. 8; S.W. 9; W. $\frac{1}{2}$ and N.E. 11; all 12; W. $\frac{1}{2}$
13; S.E. 14; S.E. 18; S.W. 19; S. $\frac{1}{2}$ and LS 11 and 12
of 24; S.E. 25; N.W. 32 and N.W. 33;

Township 22, Range 22, West of the 4th Meridian—

N.E. 7 (North of Railway) ; N.E. 12; N.E. 13; W. $\frac{1}{2}$ and N.E. 14; all 15; N.W. 16; N. $\frac{1}{2}$ 17; N. $\frac{1}{2}$ and S.E. 18; S.W. and N.E. 21; S.W. 23; S. $\frac{1}{2}$ 26 (South of Canal) ; all 27; N.W. and S.E. 28; W. $\frac{1}{2}$ 29; N.W. 30; N.W. and S.E. 31; N.W. 32; S.E. 33;

Township 22, Range 23, West of the 4th Meridian—

N.W. 22; S.E. 23; N. $\frac{1}{2}$ and S.E. 24; S. $\frac{1}{2}$ and N.W. 26; S. $\frac{1}{2}$ and N.W. 27; N.W. 28; N.E. 29 (North of Canal) ; N. $\frac{1}{2}$ 32 (North of Canal) ; S. $\frac{1}{2}$ and N.E. 33; W. $\frac{1}{2}$ and N.E. 34; N.W. and S.E. 36;

Township 22, Range 25, West of the 4th Meridian—

N.W. 5; N.E. 6; N.E. 7; W. $\frac{1}{2}$ and S.E. 8; N. $\frac{1}{2}$ 16; W. $\frac{1}{2}$ 17; E. $\frac{1}{2}$ and LS 11 and 14 of Sec. 18; N.W. 19; W. $\frac{1}{2}$ and N.E. 20; N.W. 21; S.E. and South 120 acs. of S.W. 23; LS 13, 14 and 16 of 26; N. $\frac{1}{2}$ 27; N.E. 29; N. $\frac{1}{2}$ and S.E. 30; E. $\frac{1}{2}$ 31; N.E. 32; S.E. 33; N.W. and S.E. 34; LS 1 and 2 of 35;

Township 22, Range 26, West of the 4th Meridian—

S. $\frac{1}{2}$ 2; S. $\frac{1}{2}$ 3; E. $\frac{1}{2}$ 4; LS 1 and 2 of 5; W. $\frac{1}{2}$ 6; W. $\frac{1}{2}$ 8; LS 11, 12, 13 of 9; N.W. 10; N.E. 14; N.W. 17; N.E. 19; S. $\frac{1}{2}$ 20; E. $\frac{1}{2}$ 22; S.E. 23; S.E. 24; S.W. 25; S.W. 26; S.E. 27; S.W. 31; E. $\frac{1}{2}$ 35;

Township 22, Range 27, West of the 4th Meridian—

S.E. and N.W. 1; E. $\frac{1}{2}$ 11; N.W. 12; S. $\frac{1}{2}$ and Pt. N.W. 14; N.W. 21; N.W. 22; N. $\frac{1}{2}$ 25; N.E. 26; S.W. 27; S.E. 28; E. $\frac{1}{2}$ 29; E. $\frac{1}{2}$ and N.W. 35; S.E. 36;

Township 22, Range 28, West of the 4th Meridian—

N.W. 31;

Township 23, Range 20, West of the 4th Meridian—

E. $\frac{1}{2}$ 7; S.W. 8;

Township 23, Range 21, West of the 4th Meridian—

LS 5, 6, 11, 12 of Sec. 3; all of Secs. 4, 5, 6; W. $\frac{1}{2}$ and N.E. 7; E. $\frac{1}{2}$ 8; W. $\frac{1}{2}$ and N.E. 9; N. $\frac{1}{2}$ 10; N.E. 11; N.W. 12; N.W. 16; N.E. 17; S.W. 18; S.E. and N.W. 22; S.W. 25; W. $\frac{1}{2}$ 29; W. $\frac{1}{2}$ 31;

Township 23, Range 22, West of the 4th Meridian—

N.W. 1; N.W. 3; N.E. 4; W. $\frac{1}{2}$ 5; W. $\frac{1}{2}$ and N.E. 6; W. $\frac{1}{2}$ and S.E. 7; N. $\frac{1}{2}$ 10; S.W. and L.S. 15 and 16 of Sec. 11; N.E. 12; W. $\frac{1}{2}$ and S.E. 13; E. $\frac{1}{2}$ and S.W. 14; S. $\frac{1}{2}$ 15; E. $\frac{1}{2}$ 16; W. $\frac{1}{2}$ 17; all of Sec. 18; S.W. and LS 1 and 2 of Sec. 19; all Sec. 20; S. $\frac{1}{2}$ 21; S.W. 22; S.E. 24; S.W. 25; E. $\frac{1}{2}$ 26; S.W. 27; N. $\frac{1}{2}$ 28; N. $\frac{1}{2}$ 29; E. $\frac{1}{2}$ 30; All Sec. 31; S.W. 33; N.E. 34; All Sec. 35; N. $\frac{1}{2}$ and S.E. 36;

Township 23, Range 23, West of the 4th Meridian—

E. $\frac{1}{2}$ and N.W. 1; S. $\frac{1}{2}$ and N.W. 2; L.S. 1 and 8 of Sec. 3; E. $\frac{1}{2}$ and S.W. 4; N.E. 7; LS 3 and 6 of Sec. 8; S.W. 9; E. $\frac{1}{2}$ 10; (East of Canal and South of Road) ; W. $\frac{1}{2}$ and N.E. 11; S. $\frac{1}{2}$, N. W. and LS 15 and 16 of Sec. 13; W. $\frac{1}{2}$ 14; N.W. 16; N.E. 17; W. $\frac{1}{2}$ 18 (South

of Canal) ; E. $\frac{1}{2}$ 19 (East of Canal) ; Pt. Sec. 20 (lying South and West of Canal) ; S.W. 21; S.W. 23; E. $\frac{1}{2}$ 24; N.W. 25; N. $\frac{1}{2}$ 27; E. $\frac{1}{2}$ 28; S.W. 29; Pt. S.W. and LS 9 and 10 of Sec. 31; W. $\frac{1}{2}$ and N.E. 32; S.W. and N.E. 33; S.W. and N.E. 34; N. $\frac{1}{2}$ 35;

Township 23, Range 24, West of the 4th Meridian—

N.W. and LS 3 and 4 of Sec. 7; S.W. and N.E. 13; N.W. 14; N.E. 19; S.W. 22; N.E. 23; W. $\frac{1}{2}$ 25; S. $\frac{1}{2}$ 26; N.W. and LS 3 and 6 of Sec. 27; N.E. 28; All Sec. 33; S.W. 34;

Township 23, Range 25, West of the 4th Meridian—

W. $\frac{1}{2}$ 2; S.W. 3; N.E. and S.W. 4; E. $\frac{1}{2}$ 5; W. $\frac{1}{2}$ 6; All of 7; E. $\frac{1}{2}$ 8; N.W. 9; E. $\frac{1}{2}$ 10; E. $\frac{1}{2}$ 12; E. $\frac{1}{2}$ 13; N.E. and LS 4, 5, 12, 13 of Sec. 15; S.E. and LS 3, 4, 12, 13 of Sec. 16; S.E. and Pt. S.W. 17 (West of Spillway) ; W. $\frac{1}{2}$ and N.E. 21; E. $\frac{1}{2}$ 22; E. $\frac{1}{2}$ and S.W. 26; S. $\frac{1}{2}$ and N.W. 27; S.E. and LS 3 of Sec. 28; S.E. 33 (South of Canal) ; LS 5 and 6 and W. $\frac{1}{2}$ of LS 11 and 14, and E. $\frac{1}{2}$ of Sec. 34; S. $\frac{1}{2}$ and N.E. 35; S.W. 36;

Township 23, Range 27, West of the 4th Meridian—

S. $\frac{1}{2}$ 2; S.W. 3; S.E. and N.W. 5; N.W. 8; N.W. 23; E. $\frac{1}{2}$ and N.W. 26; N.E. 30; N.W. 33; S.W. 34;

Township 23, Range 28, West of the 4th Meridian—

S.W. 5; S.E. 7; N.W. 16; N.W. 19; S.E. 21; N.E. and S.W. 27; N. $\frac{1}{2}$ 29; S.W. 30; N.E. 33; S.E. 34; N.W. 35; N.E. 36;

Township 24, Range 21, West of the 4th Meridian —

N.W. 6;

Township 24, Range 22, West of the 4th Meridian—

All Sec. 1; All Sec. 2; W. $\frac{1}{2}$ and N.E. 3; E. $\frac{1}{2}$ 4; N.E. 8; W. $\frac{1}{2}$ 9; S. $\frac{1}{2}$ and N.E. 10; W. $\frac{1}{2}$ 11; W. $\frac{1}{2}$ 12; S.W. 14; E. $\frac{1}{2}$ 15; N. $\frac{1}{2}$ 16; W. $\frac{1}{2}$ and N.E. 20; S. $\frac{1}{2}$ and N.W. 21; S. $\frac{1}{2}$ and Pt. N. $\frac{1}{2}$ Sec. 22 (lying South and West of Creek) ; All of 23 (lying West of Creek) ; LS 11 and 12 of Sec. 30; N. $\frac{1}{2}$ 31;

Township 24, Range 23, West of the 4th Meridian—

S.W. 1; S.W. 2; N.W. 3; N.W. 4; N. $\frac{1}{2}$ and L.S. 3, 5, 6 and 8 of Sec. 6; S. $\frac{1}{2}$ and N.W. 7; N.W. 8; S. $\frac{1}{2}$ and N.W. 9; N. $\frac{1}{2}$ and S.W. 10; S.W. 11; N.E. and Pt. S. $\frac{1}{2}$ 12 (lying North of Creek) ; S.W. 14; All Sec. 15; N. $\frac{1}{2}$ and S.W. 16; N.E. 17; S. $\frac{1}{2}$ 18; W. $\frac{1}{2}$ 19; S.W. 20; All Sec. 21; W. $\frac{1}{2}$ 22; S. $\frac{1}{2}$ and N.E. 25 (South of Canal) ; N. $\frac{1}{2}$ 26 (South of Canal) ; N.W. 27; S. $\frac{1}{2}$ 28; E. $\frac{1}{2}$ and N.W. 29; S.W. 33; S.W. 34;

Township 24, Range 24, West of the 4th Meridian—

S.E. 4 (West of Canal) ; All Secs. 6 and 7; N.E. 8; N. $\frac{1}{2}$ 12; N. $\frac{1}{2}$ and S.W. 13; S.W. 16; S. $\frac{1}{2}$ 17; S.W. 18 (East of Canal) ; N.E. 18 (East of Canal) ; S.E. 19; S.W. 23; W. $\frac{1}{2}$ 24; N.E. 25; N.E. 28; N.W. and N.E. 29 (South of Canal) ; N.W. 30; S.E. 31; S.E. and N.E.

32 (South of Canal) ; S.W. 33; Pt. S.E. and N.W. 33
(lying North of Canal) ; S.W. 34; N.E. 35; S.E. 36;

Township 24, Range 25, West of the 4th Meridian—
N.W. and S.W. 1 (East of Railway) ; S. $\frac{1}{2}$ and N.W. 2;
S. $\frac{1}{2}$ 9; N.W. and S.E. 10; LS 3 and 4 of Sec. 11; N.E.
16; E. $\frac{1}{2}$ 21; W. $\frac{1}{2}$ 22; S.W. 23; W. $\frac{1}{2}$ and N.E. 26;
All Sec. 27; All Sec. 28; S.W. 29; W. $\frac{1}{2}$ 31; E. $\frac{1}{2}$ 32;
N. $\frac{1}{2}$ and S.E. 33; N.W. and S.E. 34; W. $\frac{1}{2}$ and N.E.
35; N. $\frac{1}{2}$ 36;

Township 24, Range 26, West of the 4th Meridian—
N.W. 11; N.W. 12; S.W. and N.E. 13; N. $\frac{1}{2}$ 15; N.W.
20; N.W. and S.E. 22; N.E. 23; E. $\frac{1}{2}$ 24; All Sec. 25;
S.W. 26; S.E. and N.W. 28; N.E. 29; N. $\frac{1}{2}$ 30; S.E.
31; N.W. 34; N.W. 36;

Township 24, Range 27, West of the 4th Meridian—
LS 3 and 6 of Sec. 3; N.E. 4; N.W. 5; S.E. 6; N.E. 8;
N.E. 9; N.W. 11; N.W. 12; N.W. 13; N. $\frac{1}{2}$ 14; S. $\frac{1}{2}$ 15;
N. $\frac{1}{2}$ 16; N.E. 22; S.W. and N.E. 23; S. $\frac{1}{2}$ and N.E. 24;
N.E. 25; W. $\frac{1}{2}$ 33;

Township 24, Range 28, West of the 4th Meridian—
S.W. 2; All Sec. 3; S. $\frac{1}{2}$ and N.E. 10; S.W. 11; S.E. 15;
W. $\frac{1}{2}$ and N.E. 23; N.W. 25; All Sec. 26;

Township 25, Range 23, West of the 4th Meridian;
W. $\frac{1}{2}$ 3; N.E. 4; S.E. 5; W. $\frac{1}{2}$ 20; N. $\frac{1}{2}$ and S.E. 21;
W. $\frac{1}{2}$ 27; E. $\frac{1}{2}$ and LS 3 and 4 of Sec. 28; W. $\frac{1}{2}$ 29;
S. $\frac{1}{2}$ 30; N.E. 31; All Sec. 32; All Sec. 33; S.W. 34;

Township 25, Range 24, West of the 4th Meridian—
E. $\frac{1}{2}$ 2; N.W. 3; All Sec. 4; S. $\frac{1}{2}$ 5; S. $\frac{1}{2}$ 6 (South
and West of Canal) ; W. $\frac{1}{2}$ and S.E. 7; N.E. 8; S. $\frac{1}{2}$
and N.W. 9; S. $\frac{1}{2}$ 13; N.W. 14; S.E. 16; N. $\frac{1}{2}$ 19; N. $\frac{1}{2}$
20; N.W. 22; N. $\frac{1}{2}$ and S.E. 23; LS 4, 5 12 and 13 of
Sec. 24; N.W. 25; S.E. 26; S.W. 27; N.W. and N.E. 28
(North of Railway) ; N. $\frac{1}{2}$ 31 (East of Railway) ; N. $\frac{1}{2}$
and S.W. 32; S.E. 33;

Township 25, Range 25, West of the 4th Meridian—
All Sec. 2; S.E. 3; E. $\frac{1}{2}$ 4; All Sec. 5; N.E. 6; W. $\frac{1}{2}$
and N.E. 11; S.E. 12; N. $\frac{1}{2}$ 12; S. $\frac{1}{2}$ 13; S.W. 16; S.E.
and N.W. 21; E. $\frac{1}{2}$ and S.W. 25; E. $\frac{1}{2}$ 26; E. $\frac{1}{2}$ 27;
S. $\frac{1}{2}$ 28; S. $\frac{1}{2}$ 30; S.W. 35; E. $\frac{1}{2}$ 36;

Township 25, Range 26, West of the 4th Meridian—
S.W. 1; N.E. 2; S.E. and LS 4 and 5 of Sec. 4; S.W. 5;
S.E. 6; S.E. 10; S.E. 12; N.E. 20; N.W. 24; S.
 $\frac{1}{2}$ and N.W. 25; S. $\frac{1}{2}$ 26; N.E. 28; S.E. 31; W. $\frac{1}{2}$
and S.E. 32; S.W. 33;

Township 25, Range 27, West of the 4th Meridian—
N.E. 1; S.E. 25; N. $\frac{1}{2}$ 27; N.E. 28; N.E. 31;

Township 26, Range 22, West of the 4th Meridian—
N. $\frac{1}{2}$ 31;

Township 26, Range 23, West of the 4th Meridian—

S.W. 4; All Sec. 5; N.W. 8; All Sec. 17; S. $\frac{1}{2}$ and N.E. 18; All Sec. 19; W. $\frac{1}{2}$ and N.E. 20; S.W. and N.E. 21; N.E. 22; N.W. 26; S. $\frac{1}{2}$ and N.W. 27; N.E. and S.W. 28; S. $\frac{1}{2}$ and N.E. 30; SE. and LS 9 and 10 of Sec. 31; S.W. 32; E. $\frac{1}{2}$ 33; N.W. and S.E. 35; N. $\frac{1}{2}$ 36;

Township 26, Range 24, West of the 4th Meridian—

N. $\frac{1}{2}$ 1; S.W. 2; N.W. 4; S.W. 5; S.E. 6; W. $\frac{1}{2}$ and N.E. 8; N. $\frac{1}{2}$ 10; S.W. and N.E. 11; S.W. 12; S.E. and N.W. 13; S.E. 14; S.W. 15; E. $\frac{1}{2}$ 16; S.W. 20; S. $\frac{1}{2}$ and N.E. 24; N.E. 25; S.E. 29; S.W. 32; S.W. 33; N.E. 34;

Township 26, Range 25, West of the 4th Meridian —

S.E. 1; S.W. 13; S. $\frac{1}{2}$ and N.W. 24; N.E. 25; S.W. 26; S.W. 28; W. $\frac{1}{2}$ and N.E. 30; All Sec. 31; N.E. 32; N.E. 33; N.W. and S.E. 34; E. $\frac{1}{2}$ 36;

Township 26, Range 26, West of the 4th Meridian—

W. $\frac{1}{2}$ 2; S.W. 4; S.W. 5; S.E. 10; S.W. 14; N. $\frac{1}{2}$ 15; S. $\frac{1}{2}$ 18; S.E. 20; N.E. 25; All Sec. 26 (North of Canal); N.W. 27; S. $\frac{1}{2}$ and N.E. 28; N.E. 29; N.E. 30; S.W. 32; S.E. 33; S.W. 34;

Township 26, Range 27, West of the 4th Meridian—

N.W. 4; N. $\frac{1}{2}$ 5; E. $\frac{1}{2}$ 6; E. $\frac{1}{2}$ 8; S.E. 9; N.W. 13 (less Townsite of Keoma); N. $\frac{1}{2}$ 14; N. $\frac{1}{2}$ 20; E. $\frac{1}{2}$ 21; N. $\frac{1}{2}$ 22; S.E. 23; S.W. 24; S.W. 25; N.E. 28; S.W. 30; N.E. 36;

Township 27, Range 22, West of the 4th Meridian—

W. $\frac{1}{2}$ and N.E. 4; S.W. 5; All Sec. 6; S.E. 7; N. $\frac{1}{2}$ and S.E. 8; All Sec. 9; S.W. 10; W. $\frac{1}{2}$ 16;

Township 27, Range 23, West of the 4th Meridian—

S.E. 1; W. $\frac{1}{2}$ 2; W. $\frac{1}{2}$ and S.E. 3; N. $\frac{1}{2}$ 4; S.E. 5; All Sec. 9; S.W. 10; S.W. 12; S.W. 15; S.E. and LS 12 and 13 of Sec. 16; All Sec. 17 (lying South of Rosebud River);

Township 27, Range 24, West of the 4th Meridian—

N.W. 1; N. $\frac{1}{2}$ and S.W. 2; All Sec. 6; S.E. 11;

Township 27, Range 25, West of the 4th Meridian—

N. $\frac{1}{2}$ 1; S.W. 4; S.W. 5; All Sec. 12;

Township 27, Range 26, West of the 4th Meridian—

S.E. 3;

Grasswold Subdivision—

Parcel "A", Lots 13, 39, 41 and 44.

Parcel "B", Lots 28, 29, 30 and 31.

Parcel "C", Lot 35.

Also all lands included within the boundaries of the following towns and villages—Strathmore, Gleichen and Rockyford.

SCHEDULE II

THIS AGREEMENT made in quintuplicate this 4th day of March, A.D., 1944;

BETWEEN:

CANADIAN PACIFIC RAILWAY COMPANY,
(hereinafter called "The Railway Company"),
OF THE FIRST PART

— and —

THE BOARD OF TRUSTEES OF THE
WESTERN 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 John A. McArthur of Gleichen, Alberta, farmer, James Harwood of Strathmore, farmer, George Boyack, of Keoma, farmer, Emile Cammaert of Tudor, farmer, and Jonathan M. Wheatley of Chancellor, farmer, with John A. McArthur as Chairman (hereinafter called "the Board"),

OF THE SECOND PART.

WHEREAS The Railway Company owns, maintains and operates in the Province of Alberta, in the area east, north-east and south-east of Calgary, an irrigation system commonly known as "The Western Section", served by a dam and headgates in the said City;

AND WHEREAS the Railway Company is the registered owner of the lands set out in Schedule "A" to this agreement;

AND WHEREAS the Railway Company has heretofore entered into certain interim and final water agreements providing for the supply of water for the irrigation of lands in the said Western Section;

AND WHEREAS a petition signed by purchasers and owners of land in the Western Section has been presented to the Minister in charge of the administration of *The Water Resources Act* and *The Irrigation Districts Act* for the Province of Alberta praying that the lands listed in the petition and lands of owners and purchasers who are entitled by Agreement with the Railway Company to obtain water from the said system be formed into an irrigation district to operate under the provisions of *The Irrigation Districts Act* 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 undertaking and works comprised in the said Western Section and of maintaining, operating and using the said works;

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 Western Section of the Irrigation System of the Railway Company, including all rights-of-way and easements for right-of-way for canals, reservoirs and structures, and including all telephone lines used and operated in connection with the said undertaking (except what is known as the trunk line between Calgary and Strathmore), together with all powers, rights and privileges acquired by the Railway Company from the Dominion of Canada or the Province of Alberta pursuant to the provisions of *The Irrigation Act*, R.S.C., 1927, Cap. 104, or *The Water Resources Act*, R.S.A. 1942, Cap. 65, or otherwise howsoever, to take water from the Bow River at or near the City of Calgary, and to deliver the same for irrigation purposes, and to collect rentals and other payments as hereinafter provided.

2. The Railway Company agrees to afford to the Board such use of the trunk telephone line between Calgary and Strathmore as may be reasonably required, on terms and conditions to be mutually agreed upon.

3. The Railway Company shall assign and transfer, and does hereby assign and transfer to the Board the lands described in Schedule "A" hereto, together with all buildings and improvements thereon, provided that the Board will provide such office space as may reasonably be required at the Strathmore headquarters for the employees of the Land Branch of the Railway Company, either in the Irrigation Office building or some other suitable building, it being understood that the Railway Company will pay its fair proportion of the cost of maintenance, heating, lighting, janitor service, taxes and other reasonable charges, or, with the approval of the Board, the Railway Company may select a suitable building from the group of buildings at Headquarters and move same on to the land reserved with the Clubhouse, in which case the foregoing terms of this proviso shall not apply.

4. The Railway Company shall deliver to the Board the duplicate Certificates of Title covering all lands to be transferred under this Agreement, and all maps, plans, blueprints and records relating to the said undertaking and works, which are in its possession, and will furnish to the Board, on request, all information which the Board may require from the records or files in the possession of the Railway Company relating to the said undertaking and works.

5. Nothing in this Agreement contained shall operate to transfer to the Board the 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 lands and works agreed to be transferred to the Board, but

all such mines and minerals shall be excepted and reserved to the Railway Company, together with full power to the Railway Company, its successors and assigns, to work the same;

Provided that said exception and reservation shall not confer on the Railway Company, its successors and assigns, any right, power or privilege to work the said mines and minerals under any portion of the said undertaking or works within forty yards therefrom without the leave of the Minister in charge of the administration of Water Resources, 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.

6. The Railway Company does hereby assign and transfer to the Board all its right, title and interest in and to all farm machinery, horses, machinery equipment and other chattels of every description heretofore used in connection with said undertaking and works and all stores and supplies at the Irrigation Headquarters at Strathmore or elsewhere on the said project.

7. 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 interim water agreements and final water agreements for the supplying of water in the Western Section, heretofore issued by the Railway Company 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 moneys due at the date of this Agreement and accruing due thereunder subsequent to the date of this Agreement, subject, however, to the observance and performance by the Board of all covenants on the part of the Railway Company therein contained, which the Board covenants with the Railway Company to observe and perform.

8. The Railway Company shall deliver to the Board the duplicates of the Water Agreements detailed in Schedule "B" of this Agreement, and the correspondence, files and records in the possession of the Railway Company relating to said Water Agreements, and the Board shall forthwith apply to the Registrar of the Land Titles Office at Calgary for the South Alberta Land Registration District to have the Final Water Agreements detailed in said Schedule endorsed with memoranda to the effect that same have been transferred to and are vested in the Board.

9. All moneys becoming due and payable on and after the first day of January, 1944, under the Water Agreements, both interim and final, hereby transferred to the Board and all moneys in arrears as of that date and unpaid at the date of this Agreement shall, if collected by the Railway Company, be for the account of the Board.

10. 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; and in respect of those parts of the said undertaking and works situate in Sections 14, 15, 21, 22 and 28, in Township 23, Range 29, West of the Fourth Meridian, where the main canal of the Western Section is constructed immediately adjacent to and parallels the railway of the Railway Company, the obligations of the Railway Company hereunder shall be fully performed by the execution and delivery of an easement in perpetuity in favour of the Board, for the maintenance and operation of the main canal for irrigation purposes in, over and upon the lands occupied thereby.

11. The Railway Company agrees to continue the operation of the works hereby transferred up to and including the thirtieth day of April, 1944, and to deliver possession of them to the Board on the first day of May, 1944.

12. The Railway Company covenants to pay to the Board on the first day of April 1944, or so soon thereafter as this Agreement is ratified by the Alberta Legislature as hereinafter provided, and the District is created, the sum of Two Hundred Thousand Dollars (\$200,000.00); on the first day of April, 1945, the sum of One Hundred Thousand Dollars (\$100,000.00), and on the first day of April, 1946, the sum of One Hundred Thousand Dollars (\$100,000.00), all of the said sums to be used by the Board in the maintenance, operation, renewal and repair of the said undertaking and works, it being understood and agreed by and between the parties hereto that, if after the thirtieth day of April, 1944, any moneys are expended by the Railway Company with the approval of the Director of Water Resources in connection with the operation, maintenance, renewal or repair of the said undertaking and works, the Railway Company shall be entitled to deduct any moneys so expended from the amount remaining to be paid to the Board.

13. The Railway Company covenants to pay to the Board as compensation for the assumption by the Board of the contractual obligations of the Railway Company for the delivery of water under the Water Agreements described in Schedule "B" to this Agreement on or before the first day of May, 1944, in addition to the amounts set forth in Paragraph 12 hereof, an amount computed on the basis of Twenty Dollars (\$20.00) per acre for all areas of irrigable land included in the Water Agreements, interim and final, assigned and transferred to the Board by the Railway Company.

14. The Board agrees to accept, and does hereby accept, from the Railway Company the assignment and transfer of the undertaking and works and of the lands and water

agreements, interim and final, all as above described, and agrees to assume and to save harmless and indemnify the Railway Company against and does hereby assume and indemnify the Railway Company against all and every liability which now exists or which hereafter may exist or arise against the Railway Company relating to the 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 Railway Company contained in said Water Agreements or any of them.

15. The Board shall, from time to time, so long as the said undertaking and works are maintained and operated by the Board as an irrigation system, deliver to the Railway Company all water required by the Railway Company for industrial purposes, such water to be paid for by the Railway Company at the rate of One Dollar and Fifty Cents (\$1.50) per acre foot at district delivery points; the Railway Company to provide ditches, reservoirs or pipe lines for the storage and conveyance of water so supplied, it being agreed that such water shall be provided only during the irrigation season when the Board can supply such water without interfering with the supply of water for irrigation and domestic purposes to water users in the district.

16. The parties named as Lessees in the Water Agreements transferred and assigned by the Railway Company to the Board by this Agreement, and the executors, administrators, successors and assigns of the said Lessees, shall have all the rights and be subject to all the liabilities and responsibilities conferred or imposed on other water users, as such water users, in the District proposed to be erected as aforesaid, save that where such rights or responsibilities and liabilities are at variance with those contained in or imposed by said Water Agreements, the rights, responsibilities and liabilities of the said Lessees and of their executors, administrators, successors and assigns, shall be those contained in or imposed by said Water Agreements, and the water service accorded by the Board to said Lessees, their executors, administrators, successors and assigns, shall not be inferior in kind, amount and manner to that supplied other water users in said district.

17. The Board agrees to assume and does hereby assume liability as and from the date of this Agreement 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 the said undertaking and works and on the lands and easements transferred to the Board by the Railway Company (except that as to those portions of the said undertaking, lands and works situate

within the City of Calgary the Railway Company shall pay all taxes, rates and assessments levied by the said City during the year 1944), and the Board does hereby assume as and from the first day of May, 1944, all and every obligation, liability and duty which may heretofore have rested upon the Railway Company with regard to the said undertaking and works pursuant to the provisions of *The Irrigation Act, Canada*, 1927, R.S.C. Cap. 104, or *The Water Resources Act, R.S.A.*, 1942, Cap. 65, and any authorization or license issued pursuant to the said Statutes or either of them.

18. 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 used and held for railway operating purposes 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 maintenance and operation hitherto maintained by the Railway Company. In particular the terms of this clause shall apply to the Railway Company, its successors and assigns, with respect to the lands now owned by the Railway Company in sections 28 and 33, in Township 23, Range 29, West of the Fourth Meridian, and the South-East Quarter of Section 36, Township 23, Range 1, West of the Fifth Meridian, and lying between the canal right-of-way and the Railway right-of-way.

19. The Railway Company and the Board agree that in all cases where the railway lines of the Railway 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 Board, the expense of maintaining, repairing and renewing all structures by which the railway lines of the Railway Company are so carried across, over or under the said works shall be borne by the Railway Company; and that where the works transferred to the Board are carried across, over or under the railway lines of the Railway Company and were constructed subsequent to the construction of such railway line, the expense of maintaining, repairing and renewing the structures by which the works transferred to the Board are so carried across, over or under the said railway lines shall be borne by the Board;

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

20. 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.

21. In consideration of the transfer by the Railway Company to the Board of the undertaking and works aforesaid and of the payment by the Railway Company to the Board of the sums of money hereinbefore provided for, the Board covenants and agrees with the Railway Company that should the lands and works so transferred, or any material part thereof (whether alone or in conjunction with other lands or works), be utilized directly or indirectly for the development of electricity or power at any time within twenty-one (21) years from the date of this Agreement, either by or on behalf of the Board itself, or under any contract or arrangement made by or on behalf of the Board with any other person, corporation, or public authority, or as a result of the said lands or works, or a material part thereof, or the use thereof for power purposes, being taken by any such person, corporation or authority in the exercise of compulsory powers, the compensation of whatever nature accruing to the Board from such utilization or development shall be received by the Board for the use and benefit of the Railway Company, and shall by the Board be accounted for to the Railway Company, to the extent, but to the extent only of repaying to the Railway Company (but without interest thereon) the sum of Four Hundred Thousand Dollars (\$400,000.00) paid by the Railway Company to the Board pursuant to the provisions of Paragraph 12 hereof. The foregoing covenant shall bind the Board and enure to the benefit of the Railway Company whether the benefit, advantage or compensation accruing to the Board shall be by way of receipt by the Board of fixed or ascertainable sums of money, or of valuable securities or other valuable consideration of any kind, or by way of a recurring or periodical profit or gain. This covenant shall be deemed to run with the lands and works transferred by the Railway Company to the Board pursuant to this Agreement, and shall bind and enure to the benefit of the successors and assigns of the parties hereto. Should any dispute arise between the parties as to the benefit, advantage or compensation accruing to the Board from any such development or as to the value thereof received by or accruing to the Board, or as to the manner in which the Board shall account for and pay the same to the Railway Company, the dispute shall be referred to arbitration in conformity with the laws of the Province of Alberta. Each party shall appoint an arbitrator and the two so appointed shall agree upon a third; should either

party fail to name an arbitrator or should the two so appointed fail to agree upon a third, an arbitrator or arbitrators may be appointed by a Judge of the Supreme Court of Alberta on the application of one of the parties on ten (10) days' notice to the other. The decision of any two of the arbitrators shall be final and binding upon the parties.

22. This agreement is made subject to the approval of the Legislature of the Province of Alberta and shall not bind the parties unless or until it is ratified and confirmed by a statute of the Province.

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,
President.

F. BRAMLEY,
Secretary.

[SEAL]

THE BOARD OF TRUSTEES OF
THE WESTERN IRRIGATION
DISTRICT

J. A. MCARTHUR.

J. HARWOOD

GEORGE BOYACK

E. CAMMAERT

J. M. WHEATLEY

Witness to above
signatures:

J. E. BROWNLEE.

SCHEDULE "A"

Schedule "A" shall consist of the following parcels of land.

1. All of that portion of Section 11, in Township 24, Range 25, West of the 4th Meridian, lying west of the Railway right-of-way, excepting thereout Legal Subdivisions 3 and 4 and the portion occupied by the Clubhouse (approximately one acre) containing 357.16 acres.

2. All of the West half of Section 27, in Township 24, Range 24, West of the 4th Meridian (excepting the canal rights-of-way) and that portion of the South-east quarter of the said section lying South and West of the canal right-of-way, containing in all 369.72 acres.

3. That portion of the North-east quarter of Section 9 lying west of Secondary Canal "A", Portion of the South half of Section 16 West of Secondary Canal "A", and the portion of the North half of Section 16 lying South of the

North boundary of the canal right-of-way and West of Secondary Canal "A", all in Township 23, Range 23, West of the 4th Meridian, and containing 291.59 acres.

4. All of Legal Subdivisions 1, 2, 3 and 4 in Section 5, in Township 23, Range 22, West of the 4th Meridian, excepting the canal right-of-way, containing 155.74 acres.

5. All of Legal Subdivisions 12 and 13 in Section 18, in Township 22, Range 21, West of the 4th Meridian, excepting the canal right-of-way, containing 79.5 acres.

6. All of Legal Subdivisions 13 and 14 in Section 30, in Township 24, Range 22, West of the 4th Meridian, excepting the canal right-of-way, containing 76.4 acres.

7. All of the North-west quarter of Section 12, in township 26, Range 24, West of the 4th Meridian, containing 160 acres.

8. That Portion of the South-east quarter of Section 4, in Township 25, Range 27, West of the 4th Meridian, lying North of the canal right-of-way, containing 112.09 acres.

9. All of the North-west quarter of Section 16, in Township 22, Range 26, West of the 4th Meridian, lying South of Secondary Canal "A" used as a Ditchrider's Headquarters, and containing 110.53 acres.

10. That portion of the North-west quarter of Section 2, in Township 24, Range 28, West of the 4th Meridian, reserved for Ditchrider's Headquarters, and containing 11.3 acres.

J. E. BROWNLEE.
F.B.

SCHEDULE B
FINAL WATER AGREEMENTS

C.P.R. F.W.A. No.	Reg'd. No.	Folio	Date	Land Affected	Holder According to C.P.R. Records
6	2833 P	113	19 Nov. 1906	S.E. ¼ 17-24-24 W. 4	J. Harwood
9	1304 P		16 Jan. 1907	Pt. N.E. ¼ 4-23-23-W. 4.	F. A. Cloidt and H. A. Schneider
17	1111 DB	31	1 Mar. 1922	Pt. N.E. ¼ 33-23-24 W. 4.	T. M. Wears
18	1112 DB	31	1 Mar. 1922	Pt. S.W. ¼ 33-23-24 W. 4.	T. M. Wears
19	872 R	36	15 June 1907	S.E. ¼ 33-23-24 W. 4.	T. M. Wears
20	868 R	36	15 June 1907	Pt. S.W. ¼ 34-23-24 W. 4.	T. M. Wears
50	3883 AD	141	9 Feb. 1910	S.E. ¼ 12-23-25 W. 4.	K. E. Johnson
67	7153 AG	212	2 Nov. 1909	N.W. ¼ 35-23-22 W. 4.	H. H. Larsen
68	7155 AG	212	23 Nov. 1909	Pt. S.W. ¼ 2-24-22 W. 4.	H. H. Larsen
76	5208 AH	151	20 Jan. 1911	Pt. N.W. ¼ 1-23-22 W. 4.	Mrs. J. A. McArthur
105	1932 BX	62	14 July 1911	S.E. ¼ 14-23-22 W. 4.	West & Pollard
108	3229 AK	92	31 July 1911	Fr. S.E. ¼ 4-23-23 W. 4.	Bogle Bros.
126	3872 AM	118	8 Dec. 1911	S.E. ¼ 7-24-24 W. 4.	K. E. Rogers
130	3871 AM	118	8 Dec. 1911	N.E. ¼ 7-24-24 W. 4.	K. E. Rogers
132	2706 AO	79	29 Jan. 1912	Pt. L.S. 1 and 8 of 3-23-23 W.4.	C. C. Wimer
143	64 AT	2	3 July 1912	Pt. N.W. ¼ 3-23-22 W. 4.	C. Christensen
150	1573 AR	49	27 May 1912	L.S. 11 and Pt. L.S. 12 of 1-24-25 W. 4.	F. Ray
157	7852 AT	242	14 June 1912	S. ½ S.W. ¼ 7-23-24 W. 4.	Mrs. A. Robinson
176	538 AW		26 July 1912	Pt. L.S. 13 and 14 of 1-24-25 W. 4.	F. Ray
204	588 BC	19	28 Nov. 1912	Pt. N.E. ¼ 34-22-23 W. 4.	Mrs. Curran
217	123 CD	4	22 Nov. 1913	S.E. ¼ 2-22-26 W. 4.	Ben Cool
218	122 CD	4	22 Nov. 1913	S.W. ¼ 2-22-26 W. 4.	Ben Cool
221	5820 BG	188	12 Dec. 1913	N.E. ¼ 16-23-22 W. 4.	A. Dietrich
223	6403 BG	206	30 Jan. 1914	Pt. L.S. 13 and 14 of 2-23-25 W. 4.	A. McDonald Estate
236	6038 BF	166	21 June 1915	N.W. ¼ 7-23-24 W. 4.	K. E. Johnson

SCHEDULE B
FINAL WATER AGREEMENTS

C.P.R. F.W.A. No.	Reg'd. No.	Folio	Date	Land Affected	Holder According to C.P.R. Records
242	2448 BR	78	15 Dec. 1915	Pt. L.S. 3 of 28-23-25 W. 4	W. H. Risdon
243	3689 BN	114	20 Jan. 1916	Pt. N.W. ¼ of L.S. 16 of 5-22-21 W. 4.	B. F. Graham
244	1242 BQ	41	30 Nov. 1915	All 35-21-26 W. 4.	Ben Cool
245	5346 BN	165	14 Jan. 1916	Pt. S.E. ¼ of L.S. 15 of 5-22-21 W. 4	M. Moynier
246	5136 DV	117	25 Oct. 1927	S.E. ¼ of L.S. 16 of 5-22-21 W. 4.	B. F. Graham
251	5135 DV	117	25 Oct. 1927	Pt. S.W. ¼ of L.S. 16 of 5-22-21 W. 4.	B. F. Graham
255	3937 BQ	128	8 June 1916	S. ½ 3-22-26 W. 4.	N. A. Cool
256	5134 DV	117	25 Oct. 1927	Pt. N.E. ¼ of L.S. 16 of 5-22-21 W. 4.	B. F. Graham
279	5811 BQ	187	20 Dec. 1916	Pt. S.W. ¼ 21-23-23 W. 4.	A. Thorssen Estate
280	3024 BQ	98	22 Dec. 1916	Pt. N.E. ¼ of L.S. 15 of 5-22-21 W. 4.	J. L. Barger
309	6224 BR	184	28 Mar. 1917	N.E. ¼ 12-23-25 W. 4.	K. E. Johnson
328	7250 BR	217	20 June 1917	Pt. S.W. ¼ 34-23-23 W. 4.	Mrs. A. Verweire
333	1567 CS	44	8 Jan. 1921	N.W. ¼ of L.S. 13 of 5-22-21 W. 4.	H. H. Forsyth
410	4799 CG	134	24 Nov. 1917	Pt. S.W. ¼ 18-24-24 W. 4.	K. E. Rogers
411	1001 CE	31	26 Nov. 1917	N.E. ¼ 15-24-22 W. 4.	J. B. Johannsen Estate
429	8742 CC	247	26 Feb. 1918	S.E. ¼ 21-23-22 W. 4.	C. W. McMillan
436	7924 CF	228	11 Mar. 1918	N.E. ¼ 10-24-23 W. 4.	Mrs. L. Nelson
437	7922 CF	228	11 Mar. 1918	N.W. ¼ 10-24-23 W. 4.	Mrs. L. Nelson
438	7202 CC	204	12 Mar. 1918	N.W. ¼ 20-23-22 W. 4.	Caroline Goner
461	4830 CF	141	23 May 1918	Pt. S.W. ¼ 22-24-22 W. 4.	L. H. Lavridson
464	7920 CF	228	19 June 1918	Pt. N.W. ¼ 22-24-22 W. 4.	L. H. Lavridson
469	4999 CG	139	26 June 1918	Pt. N.E. ¼ 22-24-22 W. 4.	L. H. Lavridson
470	4998 CG	139	26 June 1918	Pt. S.E. ¼ 22-24-22 W. 4.	L. H. Lavridson
477	3517 DR	100	1 Apr. 1927	S.E. ¼ 11 and Pt. S.W. ¼ 14-22-27 W. 4.	F. W. Rudolph
478	4246 CS	119	9 July 1918	N.E. ¼ 11 and Pt. S.E. ¼ 14-22-27 W. 4.	F. W. Rudolph

SCHEDULE B
FINAL WATER AGREEMENTS

C.P.R. F.W.A. No.	Reg'd. No.	Folio	Date	Land Affected	Holder According to C.P.R. Records
480	4291 CF	126	16 July 1918	S.E. ¼ 31-23-22 W. 4	D. M. Engle
501	1920 CH	54	21 Oct. 1918	S.W. ¼ 20-23-22 W. 4	J. A. Scott
566	2348 CQ	66	12 Mar. 1920	N.W. ¼ 27-23-23 W. 4	Mrs. A. Verweire
570	Not registered		25 Mar. 1920	E. ½ 34-21-21 W. 4	F. W. Courtney
571	6279 CN	182	29 Mar. 1920	L.S. 1 and 2 of 19-23-22 W. 4	J. A. Scott
574	4917 P	140	13 Apr. 1920	W. ½ 19-24-23 W. 4	W. and M. Schuman
581	825 DB	23	7 Feb. 1921	Pt. L.S. 13 of 5-22-21 W. 4	M. Moynier
586	8503 CQ	239	13 Aug. 1920	Pt. N.W. ¼ 3-25-23 W. 4	Imperial Life Assur. Co.
598	1856 DE	55	25 Nov. 1920	Pt. S.W. ¼ 2-23-23 W. 4	A. S. Tower
600	4508 CS	127	30 Nov. 1920	Pt. N.E. ¼ 28-23-24 W. 4	T. M. Wears
610	6890 CR	194	15 June 1921	S.W. ¼ 33-24-23 W. 4	C. S. Batt
614	8129 CN	234	6 Oct. 1921	Pt. W. ½ 25-23-24 W. 4	Mary Peterson
618	2145 DB	61	1 Jan. 1921	N.W. ¼ 18-22-22 W. 4	Salvation Army
625	5746 DL	163	31 May 1923	S.E. ¼ 15-24-22 W. 4	Trusts & Guarantee Co.
635	6686 DH	191	21 June 1924	Pt. W. ½ 33-24-27 W. 4	P. Barrett
640	8079 DF	229	28 Aug. 1924	Pt. N.W. ¼ 14-22-27 W. 4	Evenis Rudolph
646	4563 DM	130	2 Jan. 1925	Pt. S.W. ¼ of L.S. 15 of 5-22-21 W. 4	C. I. Robson
653	4574 DM	130	29 Jan. 1925	Pt. N.W. ¼ 33-23-24 W. 4	T. M. Wears
670	6860 DO	195	9 Feb. 1926	L.S. 11 and 12 of 30-24-22 W. 4	G. R. Anderson
681	5752 DO	163	25 May 1926	S.W. ¼ 21-24-22 W. 4	L. Selgensen
682	5754 DO	163	25 May 1926	N.W. ¼ 16-24-22 W. 4	L. Selgensen
702	2781 DQ	79	17 Jan. 1927	Pt. S.E. ¼ 21-24-22 W. 4	L. Selgensen
703	2783 DQ	79	17 Jan. 1927	N.E. ¼ 16-24-22 W. 4	L. Selgensen
731	804 EB	23	19 Apr. 1928	Pt. N.W. ¼ 20-24-22 W. 4	L. Selgensen
732	805 EB	23	19 Apr. 1928	Pt. S.W. ¼ 20-24-22 W. 4	L. Selgensen

SCHEDULE B
FINAL WATER AGREEMENTS

C.P.R. F.W.A. No.	Reg'd. No.	Folio	Date	Land Affected	Holder According to C.P.R. Records
749	9408 EC	244	27 Mar. 1929	S.E. ¼ 7-23-20 W. 4	H. J. Gervais
751	3806 EF	106	25 May 1929	Pt. N.W. ¼ 27-24-23 W. 4	G. R. Anderson
752	3805 EF	106	25 May 1929	S.W. ¼ 34-24-23 W. 4	G. R. Anderson
770	6556 EG	171	30 June 1930	S.E. ¼ 34-23-25 W. 4	R. H. Risdon
774	2759 EI	78	31 Mar. 1931	Pt. S.W. ¼ 16-24-24 W. 4	J. Harwood
798	1155 EP	33	1 Jan. 1935	Pt. N.W. ¼ 9-25-24 W. 4	M. Verweire
802	7452 EW	197	18 Feb. 1939	Pt. W. ½ 22-24-23 W. 4	D. McPherson
HB (FWA)	1826 DB	23	7 Feb. 1920	Pt. W. ½ 8-22-21 W. 4	M. Moynier

INTERIM WATER AGREEMENTS

C.P.R. I.W.A. No.	Date	Land Affected	Holder According To C.P.R. Records
517	6 Nov. 1908	Pt. N.E. ¼ 26-24-25 W. 4	M. Curtis
1511	1 Dec. 1914	Pt. N.W. ¼ 21-23-25 W. 4	W. H. Risdon
2359	25 May 1916	L.S. 5, 6, 7, 11 and 12 of 24-22-21 W. 4	Wm. Stewart Estate
3690	1 Dec. 1932	Pt. W. ½ 3-24-22 W. 4	E. J. Rasmussen

J. E. BROWNLEE
F. B.

**FOURTH SESSION
NINTH LEGISLATURE
8 GEORGE VI
1944**

BILL

An Act to Incorporate the Western
Irrigation District.

Received and read the

First time.....

Second time

Third time

HON. MR. MACMILLAN.

**EDMONTON:
A. Shnitka, King's Printer
1944**