



Canadian Pacific Railway Company

DEPARTMENT OF NATURAL RESOURCES



RETURNED VETERANS' COLONIES

Details and forms connected with the settlement
of returned soldiers on the Company's land in
Western Canada.

1916

RETURNED SOLDIERS' COLONIES

Among the many big problems to be faced by the British Empire after the close of the war is that of the return to civil life of the many millions of men who as volunteer soldiers have taken part in the great struggle in which the Empire is engaged.

It is recognized that active service in this cause will have created a desire on the part of many men, who were before the war engaged in office work, to take up outside employment, and that of this number a considerable proportion will be desirous of obtaining land upon which they can create farm homes.

Western Canada offers one of the best opportunities in the Empire for those men who may wish to engage in farming; and while of course any general scheme of land colonization in Canada by returned soldiers must necessarily be formulated and administered by the Dominion Government, the Canadian Pacific Railway Company, as a large land owner in the Western Provinces of Canada, is desirous of doing its share in attempting to solve this important problem, and in pursuance of this desire has decided upon a scheme for the settlement of soldiers who have served the Empire in its hour of need.

This scheme is outlined in the following pages, but before dealing with it in detail certain features governing the development of the project require special mention.

CHARACTER OF FARMS.

The farms which will be available for colonization are of two kinds, Improved Farms in distinctive colonies, and Assisted Colonization Farms. Those of the first kind comprise farms in selected colonies, with distinctive military names, which are improved by the erection of a house, barn and fence, the cultivation of a certain area of land, and the providing of the water supply, before the colonist goes into occupation. The Assisted Colonization Farms are first selected by the intending colonist and then improved by him with assistance from the Company in the way of advances of building and fencing material, live stock, implements and seed grain. There will only be a limited number of Improved Farms available, but land to an almost unlimited extent can be provided for colonization under the Assisted Colonization plan.

THOSE ELIGIBLE TO OBTAIN FARMS.

As will be noted from the Regulations given in detail below, any man who has served in the Canadian unit of the British Army or in the British Army or Navy, is eligible to obtain a farm under this scheme, provided he has certain qualifications which are fully set out in the Regulations. The project has been formulated and brought into force with a keen desire on the part of the Company to do its share in recognizing the work of men who have fought for the Empire, and who desire to take up farming at the close of the war; and while it is recognized that the scheme must of necessity contain something of philanthropy in the way of easy terms and material assistance in the earlier years of the colonist's efforts, it is not intended to do otherwise than administer those farms on a thoroughly business-like basis, or to allow them to be taken up except by men who are in earnest in their intention to try and make a success of farming and who have the foundation qualifications to justify an expectation of success.

It is not the purpose of this pamphlet to deal with the character of the soil or climate in Western Canada or the methods of farming followed there. These subjects are fully dealt with in special literature issued by the Company which is available for any returned soldier who is sufficiently interested in the project outlined herein to desire to inform himself on these special subjects.

This pamphlet is issued for the special purpose of enabling the returned soldier to thoroughly inform himself as to the terms and conditions surrounding the obtaining of an Improved or Assisted Colonization Farm from the Canadian Pacific Railway Company, and all intending applicants are requested to read the forms of application, regulations, and forms of

of Natural Resources, Calgary, Alberta, in person, at my own expense, on days notice, to enable the Committee to pass upon my application to purchase land under the terms of the annexed regulations.

I understand that neither the above statement nor any act done by the Company in consequence of the same having been made shall in any way bind the Company to enter into a contract with me for the sale of any land, nor to reserve any land from sale pending the consideration of this statement, nor shall this statement bind me to purchase any land until I have signed a formal application therefor.

.....
Applicant.

(Please read carefully the regulations printed herein.)

CANADIAN PACIFIC RAILWAY COMPANY
Department of Natural Resources
APPLICATION TO PURCHASE IMPROVED FARMS—RETURNED
VETERANS' COLONY.

To the Department of Natural Resources,
Canadian Pacific Railway Company,
Calgary, Alberta.

.....191.....

Gentlemen:—

My preliminary application to obtain an Improved Farm under your scheme for the settlement of returned soldiers having been approved by the Examining Committee, I hereby apply to purchase Farm No. in the Colony, which comprises the following land Section Township Range W. 4th M., containing acres.

2. I agree that the statements made by me in my preliminary application regarding the members of my family, my military rank, my previous agricultural experience, my available capital, and the livestock, implements and furniture are to be taken as part of this application to purchase the above farm.

3. I have selected this farm after having made a personal examination of the farm and am thoroughly conversant with the character of the soil and the existing improvements. I have selected the farm entirely on the strength of the information obtained at the time of my examination and not owing to representations made to me by any of the officers, employees or agents of the Canadian Pacific Railway Company.

4. I understand that the price at which the farm is to be sold is \$....., to which is to be added any sums advanced me in the way of financial assistance, and that the farm will be purchased by me under the terms of the Company's Regulations regarding the sale of Improved Farms to Returned Soldiers and under a certain form of contract, both of which I have seen and carefully read.

5. I agree, in the event of this application being accepted by the Company, to execute the land contract of the Company for the purchase of Improved Farms, which I have seen and read, the same to bear even date herewith.

6. I understand that the contract and transfer of the lands to be executed by me, as well as by the Company, will contain provisions reserving to the Company all mines and minerals (which shall be deemed to include gas and petroleum), together with the right to work the same, and also reserving to the Company the right to take and acquire portions of the said lands for any line of railway owned, leased or operated by the Company; the Company paying for any lands so taken, or acquired, in addition to the actual value of any buildings and improvements thereon, a sum per acre equal to the price per acre paid by me for the said lands.

7. I agree that if the farm purchased by me contains irrigable land, that the contract, water agreement and transfer of the said lands to be executed by me, as well as by the Company, will contain provisions by which the land so purchased by me will be charged for all time with an annual water

rental of \$.....per acre, under the terms of the Water Agreement and reserving to the Company the right to take and acquire portions of the said lands for irrigation works, as defined by the Irrigation Act, the Company paying for any lands so taken, or acquired, in addition to the actual value of any buildings and improvements thereon, a sum per acre equal to the price per acre paid by me for the said lands.

8. It is hereby understood and agreed that the contract covering the purchase of this land, if it includes irrigable land, may include a special clause to be signed by the purchaser, which shall provide, in substance, as follows:— (a) That the Company shall not be required to erect or maintain any culvert or bridge across any canal or creek situated on the land herein applied for, for the purpose of permitting the purchaser to have access to the irrigable or non-irrigable portions thereof. (b) That the purchaser may erect and maintain at his own cost a sufficient culvert or bridge across any such irrigation ditch or stream, for the purpose of having at all times access to the irrigable or non-irrigable portions thereof, upon the execution by the purchaser of the Company's usual form of permit in connection therewith.

9. I further agree that I will, within 60 days from the date hereof, settle with my family on the said land and reside thereon continuously until the expiration of four (4) years from the date hereof, and that I will during that period occupy and operate the farm strictly in accordance with the terms of the Regulations and the Contract for the purchase of the same.

10. I agree that the filing of this application with the Company and that any act done by the Company in consequence of this application having been made, shall not be deemed to be an acceptance of the application unless and until the land contract for the purchase of the land shall have been executed by me.

..... Applicant.
In every case Christian Names must be
written in full.
.....
..... Occupation.
.....
..... Post Office Address.

(Please read carefully the regulations printed herein.)

CANADIAN PACIFIC RAILWAY COMPANY
Department of Natural Resources.

**APPLICATION TO PURCHASE ASSISTED COLONIZATION FARM—
RETURNED VETERANS' SCHEME.**

To the
Department of Natural Resources,
Canadian Pacific Railway Company,
Calgary, Alberta.

.....191.....

Gentlemen:—

My preliminary application to obtain an Assisted Colonization Farm under your scheme for the settlement of returned soldiers having been approved by the Examining Committee, I hereby apply to purchase the following lands in the Province of Alberta, Canada, the.....

..... Township..... Range.....
of Section.....
West of the..... Meridian, containing..... acres.

2. I agree that the statements made by me in my preliminary application regarding the members of my family, my military rank, my previous agricultural experience, my available capital, and the livestock implements and furniture are to be taken as part of this application to purchase the above land.

3. I have selected this land after having made a personal examination of it and am thoroughly conversant with the character of the soil. I have selected the land entirely on the strength of the information obtained at the

time of my examination and not owing to representations made to me by any of the officers, employees or agents of the Canadian Pacific Railway Company.

4. I understand that the price at which the land is to be sold is \$....., to which is to be added the cost of building and fencing material advanced, as well as any sums advanced me in the way of financial assistance, and that the land will be purchased by me under the terms of the Company's Regulations regarding the sale of Assisted Colonization Farms to Returned Soldiers and under a certain form of contract, both of which I have seen and carefully read.

5. I agree, in the event of this application being accepted by the Company, to execute the land contract of the Company for the purchase of Assisted Colonization Farms, which I have seen and read, the same to bear even date herewith.

6. I understand that the contract and transfer of the land to be executed by me, as well as by the Company, will contain provisions reserving to the Company all mines and minerals (which shall be deemed to include gas and petroleum), together with the right to work the same, and also reserving to the Company the right to take and acquire portions of the said lands for any line of railway owned, leased or operated by the Company; the Company paying for any lands so taken, or acquired, in addition to the actual value of any buildings and improvements thereon, a sum per acre equal to the price per acre paid by me for the said lands.

7. I agree that if the land purchased by me contains irrigable land, that the contract, water agreement and transfer of the said lands to be executed by me, as well as by the Company, will contain provisions by which the land so purchased by me will be charged for all time with an annual water rental of \$..... per acre, under the terms of the Water Agreement, and reserving to the Company the right to take and acquire portions of the said lands for irrigation works, as defined by the Irrigation Act, the Company paying for any lands so taken, or acquired, in addition to the actual value of any buildings and improvements thereon, a sum per acre equal to the price per acre paid by me for the said lands.

8. It is hereby understood and agreed that the contract covering the purchase of this land, if it includes irrigable land, may include a special clause to be signed by the purchaser, which shall provide in substance, as follows:—(a) That the Company shall not be required to erect or maintain any culvert or bridge across any canal or creek situated on the land herein applied for, for the purpose of permitting the purchaser to have access to the irrigable or non-irrigable portions thereof. (b) That the purchaser may erect and maintain at his own cost a sufficient culvert or bridge across any such irrigation ditch or stream, for the purpose of having at all times access to the irrigable or non-irrigable portions thereof, upon the execution by the purchaser of the Company's usual form of permit in connection therewith.

9. I further agree that I will, within 60 days from the date hereof, settle with my family on the said land and reside thereon continuously until the expiration of four (4) years from the date hereof, and that I will during that period occupy and operate the farm strictly in accordance with the terms of the Regulations and the Contract for the purchase of the same.

10. I agree that the filing of this application with the Company and that any act done by the Company in consequence of this application having been made, shall not be deemed to be an acceptance of the application unless and until the land contract for the purchase of the land shall have been executed by me.

..... Applicant.
In every case Christian Names must be
written in full.

.....Occupation.

.....
Post Office Address.

(Please read carefully the regulations printed herein.)

REGULATIONS GOVERNING THE SALE OF LAND TO RETURNED SOLDIERS

GENERAL PROVISIONS.

1. These regulations apply only to the sale of lands to Returned Soldiers, and contain an outline of some of the provisions which will be included in the contract, but the terms of the contract, when executed are in all cases to govern and to constitute the complete contract between the parties.

2. Land will be sold only to applicants, of good moral character, who are married and who produce proof, satisfactory to the Examining Committee, of having been on active service in the Canadian Unit of the British Army, or in the British Army or Navy, who are of physical fitness and have had previous experience, either as a farmer or farm laborer.

3. Applicants will be required to fill in and sign the preliminary form of application and support same with any proof required by the Examining Committee.

4. All preliminary applications will be submitted to the Examining Committee at Calgary, and, if approved, the applicant will be required to appear before the Committee for examination, before final acceptance or rejection.

5. Applicants will be required to attend for their examination at their own expense, whether accepted or rejected.

6. No applicant will be permitted to purchase more than one farm unit.

7. Lands will be sold to bona-fide settlers only, settlement and occupation being the basis of the contract.

8. Applicants must in all cases make a personal selection of the land they propose to purchase, *after inspection of the land by themselves or their duly authorized agents.*

9. All contracts and conveyances for lands purchased will reserve to the Company all mines and minerals (including gas and petroleum), together with the right to work the same, and will also reserve to the Company the right at any time within ten years of the date of the final payment of principal, to take and acquire portions of the said lands for any line of railroad owned, leased or operated by the Company, the Company paying for any lands so taken or acquired, in addition to the actual value of any buildings or improvements thereon, a sum per acre equal to the price per acre paid by the purchaser.

10. In all cases, purchasers may be required to submit to the Company, annually, satisfactory evidence by statutory declarations, of the occupation and improvement of the lands in compliance with the terms of the Company's land contract.

11. Land will be sold on two plans—as Improved Farms and as Assisted Colonization Farms—and, subject to the approval of the Examining Committee, applicants will be permitted to purchase on either of these plans.

IMPROVED FARMS

12. Improved Farms will be located only in Colonies selected by the Company, and shall contain not more than 160 acres (in the case of Non-irrigable Farms) or 80 acres (in the case of Irrigable Farms). Where it is convenient to do so, an additional area of 80 acres will be reserved adjoining both irrigable and non-irrigable farms to allow for future extension, and to provide pasture for livestock.

13. The improvements provided by the Company on Improved Farms are as follows:—

- (a) The erection of a house.
- (b) The erection of a barn.
- (c) The erection of an implement shed.
- (d) The fencing of the farm.
- (e) The providing of a well and pump, or a water tank.
- (f) The breaking of 40 acres.
- (g) The plowing of a fireguard around the buildings.

14. The cost of these improvements (including 5% for supervision) will be added to the purchase price of the land.

15. Livestock, farm implements and seed will, where necessary, be provided by the Company and sold to the purchasers of Improved Farms, as follows:—

- (a) One team of horses and harness.
- (b) Two cows.
- (c) One sow.
- (d) Some poultry.
- (e) One wagon.
- (f) One walking plow.
- (g) One harrow.
- (h) One disk.
- (i) Small tools, not exceeding in value \$25.00.
- (j) Seed for 40 acres.
- (k) Freight and incidentals, not exceeding \$50.00.

16. The title to all such livestock and implements shall remain vested in the Company and be protected by Lien Note or conditional sale agreement, until the same are paid for in full by the purchaser.

Central Control Farms

17. A Central Control Farm will be established and operated by the Company in each of the Improved Farm colonies, in charge of a "Colony Superintendent." The colonist's operations on his own land shall be carried on under the advice and with the approval of the Colony Superintendent. Central Control Farms shall be used for purposes of demonstration, as supply depots for male livestock required by the colonists, and for the farming implements to be used by the colonists in common, as follows: One drill, one mower, one binder, and one rake for each three farms occupied in the Colony. These implements to be used by the colonists under the direction of the Colony Superintendent for which a fixed charge per day will be made.

Financial Assistance

18. In cases where the Examining Committee is satisfied that the colonist is unable to provide living expenses for himself and his family during the first year of his occupation, financial assistance in cash advances, not exceeding one-half the value of any work done by the purchaser in permanently improving his farm by erecting additional buildings, fences or well, or in breaking and cultivating land, may be made by the Company.

19. Advances so made will be added to the amount payable by the purchaser under his land contract.

Contract for Purchase of Improved Farms

20. The contract will provide that:—

(a) Until the first payment on account of the purchase price of the farm is made with interest, as hereinafter provided, the colonist will occupy the farm as a tenant at will.

(b) The first payment to be made by the colonist as a tenant at will shall become due and payable at the end of the third calendar year after the date of the contract, at which date the provisions of the contract for the purchase of the farm shall become operative and shall be for an amount equal to 6% per annum (not compounded) on the cost of the permanent improvements on the land, together with any cash advances which have been made to the colonist.

(c) The first payment of principal and interest on account of the purchase price of the land and improvements, together with any cash advances, shall become due and payable four (4) years after the date of the contract and shall be for a sum equal to 5% of the principal sum, together with interest at 6% per annum on the total purchase price from the date of the contract. The balance of the purchase price of the land, together with the cost of the improvements and any cash advances shall be payable there-

after in nineteen equal annual instalments with interest on the deferred payments at 6% per annum.

(d) The contract shall not be assignable until three full payments of principal and two full payments of interest have been made to the Company, together with an amount equal to the balance of the cost of the improvements included in the future payments.

(e) If the farm purchased includes irrigable land, no water rental will be charged during the first two years' occupancy of the farm.

(f) The colonist shall pay all taxes assessed against the farm from the date of the contract.

(g) The buildings on the farm shall be insured in favor of the Company until paid for by the colonist, and the insurance premiums shall be paid by him.

(h) During the period the colonist is in occupation as a tenant at will, his operations shall be carried on in strict accordance with the terms of the contract, under the supervision and direction of the Colony Superintendent.

(i) The colonist shall keep records of his farming operations in account books to be supplied by the Company for that purpose, and these records must be available at any time for examination by the Company's Inspectors.

21. Improved Farms in the Eastern or Western Sections of the Irrigation Block, or in the A. R. & I. Company's tract, will be sold subject to the additional conditions outlined below regarding irrigable lands.

ASSISTED COLONIZATION FARMS

22. In certain defined districts in Alberta and Saskatchewan, the colonist may select his own farm from any of the Company's unsold land.

23. The area which may be purchased by any applicant will be limited to 320 acres of non-irrigable land, but where it is convenient to do so, the Company will reserve adjoining areas so as to permit of future extension and provide additional pasture for stock.

24. The land selected will be sold at regular list prices on the twenty year payment plan, with interest at 6% per annum.

25. The Company will, in the discretion of the Examining Committee, make advances by way of assistance to the purchasers, not exceeding the following amounts:

- (a) Building material, \$400.00.
- (b) Fencing material. \$100.00.
- (c) Livestock, 1 team horses.
- (d) 1 cow.
- (e) Equipment—1 wagon.
- (f) 1 plow.
- (g) 1 set double harness.
- (h) Seed, \$100.00.

26. The cost of the building and fencing material advanced will be added to the purchase price of the land.

27. The cost of the livestock and equipment supplied will be secured by Lien Note, or conditional sale agreement.

28. The amount advanced for seed will be secured by a seed grain mortgage.

Financial Assistance

29. In cases where the Examining Committee is satisfied that the colonist is unable to provide living expenses for himself and his family during the first year of his occupation, financial assistance, in the way of cash advances, not exceeding one-half the value of any work done by the purchaser in permanently improving the farm by erecting buildings or fences, or the making of a well, or the breaking and cultivation of the land, may be made.

30. Advances so made will be added to the amount payable by the purchaser under the terms of the contract.

Land Contract

31. The colonist must personally select the land he wishes to buy within the areas set aside for Assisted Settlement Farms.

32. The land will be sold at list price on the basis of a twenty-year term, with interest on deferred payments at 6% per annum.

33. No interest shall be charged during the first year of the life of the contract, and the first payment of principal and interest shall become due two years from date of the contract.

34. The contract will not be assignable until three full instalments of principal and interest, together with all amounts advanced for buildings or fencing material, livestock and equipment have been paid to the Company.

35. The colonist will be required to keep an accurate record of his farming operations in books which will be supplied by the Company and these records must be available at any time for examination by the Company's Inspectors.

36. The colonist will be required to comply with all instructions and directions given him from time to time by the Company's Inspector, relating to the improvement or cultivation of his farm.

GENERAL PROVISIONS AFFECTING IRRIGABLE LAND INCLUDED IN IMPROVED FARMS

Western Section, Irrigation Block.

37. The annual rental to be paid by the purchaser for the supply of water will be fifty cents per annum per acre, of the land classed as Irrigable. This water rental will be payable half-yearly in advance from the date set forth in the Interim Water Agreement. The Interim Water Agreement will be in form approved by the Minister of the Interior for the Dominion of Canada, and must be executed by the purchaser when the contract for the purchase of the land is signed. Purchasers will have free use of water for two years from date of contract. Water rental will commence and first payment become due two years from date of contract.

38. All other terms and conditions are the same as govern "The Sale of Lands in the Eastern Section of the Irrigation Block."

Eastern Section, Irrigation Block.

39. Water for irrigation of irrigable land will be supplied on the basis of the Legal Duty of Water now prevailing, namely, one cubic foot per second for every one hundred and fifty (150) acres, flowing continuously during the irrigation season, which is from the first day of May to the first day of October.

40. Water for the irrigation of each quarter section will be supplied from the distributing ditch at a point shown on the map of the Irrigation Districts. The purchaser will be required to maintain and keep in good order, condition and repair all distributing ditches located or constructed by the Company, over or upon any of the lands purchased by him. The Company's liability in respect to the supply of water shall be confined and limited to the supplying of water in the distributing ditches aforesaid, which shall be constructed by the Company and thereafter maintained by the purchaser.

41. The annual water rental to be paid by the purchaser for the supply of water will be one dollar and twenty-five cents (\$1.25) per acre per annum of the land classed as Irrigable in accordance with these regulations. The water rental will be payable half-yearly in advance from the date set forth in the Interim Water Agreement.

42. The Interim Water Agreement will be on form approved by the Minister of the Interior for the Dominion of Canada and must be executed by the purchaser when the contract for the purchase of the land is signed.

43. The Water Agreement will provide that upon the organization of a Water User's Association to maintain and operate the distributing ditches and structures thereon for the Sublateral District in which the lands are situate, the annual water rental payable by the purchaser shall be reduced to the sum of seventy-five cents per acre.

44. Purchasers will have free use of water for two years from date of

contract. Water rental will commence and first payment become due two years from date of contract.

45. The Final Water Agreement will be in form approved by the Minister of the Interior for the Dominion of Canada and will be issued when the purchaser is entitled to a transfer on payment in full of the purchase price under the land contract. This agreement, together with the transfer of the land, will be registered by the Company and a certified copy of the duplicate certificate of title issued in the name of the purchaser when completing the purchase price under the contract.

46. In addition to the reservation mentioned in paragraph 9 of the foregoing General Provisions, contracts issued under this plan will reserve to the Company the right at any time within ten years from the date of the final payment of principal to take and acquire portions of the said land for irrigation works, as defined by the Irrigation Act, the Company paying for lands so taken or acquired, in addition to the actual value of any buildings or improvements thereon, a sum per acre equal to the price per acre paid by the purchaser.

Alberta Railway & Irrigation Company's Tract.

47. Land lying below the point of delivery of water will be classed as Irrigable Lands, and it is optional with the purchaser whether or not he enters into an agreement for the supply of water for the irrigation of these lands.

48. Water will be supplied under a form of water agreement approved by the Minister of Interior for the Dominion of Canada.

49. The Legal Duty of Water as defined by the Irrigation Act is one cubic foot of water per second for each one hundred and fifty (150) acres, flowing continuously during the irrigation season, which is from the first day of May to the first day of October and purchasers will be required at the time of purchase to elect how much water they may require for the land to be irrigated, which in no case can be greater than the Legal Duty of Water as above defined.

50. The purchaser will have free use of water for two years from date of contract. Water rental will commence and first payment become due two years from date of contract.

51. The purchaser, at his own expense, shall provide the distributing ditches from the Canal gates to his own lands, but the services of the Engineering Department at Lethbridge are available to advise upon the best means the purchaser can employ in this work.

52. The annual rental to be paid for the supply of water will be at the rate of one hundred and fifty dollars (\$150.00) per annum for each second foot of water to which the purchaser is entitled, and will, be payable in advance on the first day of May of each year.

(Draft Form of Contract for Improved Farm (Irrigable) in Returned Soldier's Colonies)

CANADIAN PACIFIC RAILWAY COMPANY

Department of Natural Resources

This Contract made this _____ day of 191____

Between: The Canadian Pacific Railway Company (hereinafter called "The Company") and (hereinafter called "The Purchaser")

WITNESSETH that the Purchaser has applied to the Company for the purchase of _____ in _____ Township
Number _____ Range Number _____ West of the Fourth Meridian, with the buildings and other improvements thereon, and the appurtenances thereto belonging and appertaining, containing according to the

Dominion Government Survey

acres, more or less, subject to the rights of way and other reservations hereinafter mentioned and excepted, for the sum of

Dollars for the land including Forty Dollars as the cost of construction of a headgate and weir and

Dollars for all buildings and other improvements (including breaking) on the said land; and the Company has agreed in consideration of the covenants on the part of the Purchaser set out in paragraphs

hereof, to permit the purchaser to use and occupy the said lands, and the buildings and improvements thereon, as a tenant at will, and, subject to the strict observance and performance by the Purchaser of the said covenants, to sell to the Purchaser the said lands and the buildings and improvements thereon, upon and subject to the terms, conditions and stipulations herein contained, and the payments to be made as herein specified, the observance and performance of each and every of the said conditions and stipulations, as well as the making of the said payments, being expressly declared a condition precedent, and of the essence of this contract.

And the Purchaser hereby agrees and binds himself, his executors, administrators and assigns, and this contract is made on the following express stipulations and conditions:—

1. That he will within months from the date of this contract enter into occupation of the said lands as a tenant at will and reside thereon with his family during the continuation of this contract.

2. That he will in a good husbandmanlike manner in each and every farming season during the continuation of this contract break, cultivate, seed and crop the said lands, or such portions thereof as may from time to time be expedient in the good farming operation of the said lands, and will use, care for, and maintain in good order and condition, all live stock, poultry, equipment, or other supplies which may from time to time be furnished by the Company for his assistance.

3. That he will keep true and correct accounts of the quantities and values of all crops, milk, cream, butter, eggs, meat and vegetables produced in his farming operations on the said lands, and sold or disposed of by him, such accounts to be kept in books furnished from time to time for that purpose by the Company, which shall at all times be open to the inspection of the Colony Superintendent or other person duly authorized by the Company.

4. That the farming operations on the said lands, and the care of all live stock, poultry, equipment and other supplies thereon, shall be subject at all times and in all respects to the suggestion, advice and approval of the Colony Superintendent, or other duly authorized Agent of the Company, and that the purchaser will at all times afford to such Superintendent or person full and free access to all portions of the said lands and the improvements thereon, and all live stock, poultry, implements, etc., and furnish to such Superintendent or person such information as he may require regarding the farming operations on the said lands, the condition of all live stock, poultry, implements, etc., and the sale and disposal of crops and produce therefrom.

5. That he will at or before the end of the third crop season after the date of this contract, and not later than the day of

191 pay to the Company at the office of its Department of Natural Resources at the City of Calgary in the Province of Alberta, as rental for the use and occupation of the said lands, an amount equal to the interest at the rate of six per cent. per annum upon the cost to the Company of the buildings and improvements upon the said lands as hereinbefore mentioned (including a charge for supervision of five per cent. on the total amount expended by the Company), such interest to be computed from the date of this contract to the date of the payment thereof by the purchaser.

6. That from and after the payment in full by the purchaser of the said rental, as provided by the last preceding paragraph hereof, the purchaser shall be entitled to remain in possession of the said lands and the buildings and improvements thereon, not as a tenant at will but by virtue of a beneficial interest in the said lands as purchaser under this contract, but subject

always to the performance and observance of the conditions and stipulations hereinafter contained.

7. That thereafter the purchaser will punctually pay to the Company at the office of its Department of Natural Resources at the City of Calgary in the Province of Alberta the following sums of principal and interest at the several times below named, as each of the same become due, and will pay interest at the rate of six per cent. per annum upon all payments in default, whether of principal or interest:—

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.....

.....

8. That this contract shall be deemed to be personal to the purchaser, and the covenants contained in paragraphs 1, 2, 3, 4, and 5 hereof shall remain in full force and effect and be binding upon the purchaser until payments aggregating the sum of \$..... have been made by the purchaser on account of principal, together with all interest accrued due at the date when payment of the said sum is complete; and no assignment hereof shall be valid or give rise to any rights in the assignee, unless, prior to the date of such assignment, the said sum with interest as aforesaid shall have been paid by the purchaser, and the covenants contained in the said paragraphs fully performed by him, or unless a consent in writing to such assignment shall have been first obtained from the Manager of the Department of Natural Resources of the Company.

9. That the purchaser will repay to the Company any and all sums of money which may from time to time be advanced by the Company to the Purchaser by way of assistance to the Purchaser for the improvement, development, or cultivation of the said lands, or for the maintenance of the Purchaser and his family, together with interest thereon at the rate of six per cent. per annum from the date of the respective advances to the date of repayment thereof by the Purchaser.

10. That all improvements placed upon the said land shall remain thereon, and shall not be removed or destroyed until final payment has been made for the said land.

11. That the Purchaser will keep all buildings erected on the said land fully insured against loss or damage by fire for their full insurable value in some Insurance company to be approved by the Company, and will pay all premiums and sums of money necessary for such purpose as the same shall become due and provide that the loss under any policy issued in respect thereof shall be payable to the Company, and should he neglect to keep the said buildings insured as aforesaid, or pay the said premiums, or deliver renewal receipts at the office of the Company at the City of Calgary aforesaid at least two days before the day on which the premiums shall be payable, then the Company may insure the said buildings, and all monies expended by the Company in so doing with interest at the rate of six per cent. per annum, computed from the date of advancing the same, shall be paid forthwith by the Purchaser to the Company, and in the event of any loss or damage by fire to the said buildings the insurance monies received by the Company may be applied in or towards substantially rebuilding or reinstating the said buildings or towards payment of the amounts due to the Company under and by virtue of the terms and provisions of this contract.

12. That he will on the first day of and on the first day of and in each and every year thereafter, pay to the Company at the office of the Manager of its Department of Natural Resources at the City of Calgary aforesaid, the sum of Dollars in advance for rental of water for irrigation purposes supplied by the Company to the land aforesaid and being at the rate of per acre for each and every acre of the land for which water is to be supplied according to the terms and provisions of a certain unregistrable Interim

Water Agreement made between the Company and the Purchaser, bearing even date herewith, and which is to be taken, read and construed as part of this Contract; provided always that if water is supplied to the said land prior to the said first day of the Purchaser will, before said water is supplied, pay to the Company in the manner aforesaid, water rental at the rate aforesaid up to the first day of in advance and thereafter, as herein provided.

13. That he will regularly and duly pay all such rates, taxes and assessments as may be lawfully imposed upon the said land or the said improvements, and if the Purchaser or the approved Assignee, as the case may be, shall fail to pay the said rates, taxes and assessments, the Company may on behalf of the Purchaser or approved Assignee pay the same, and the amount so paid shall be payable forthwith to the Company by the Purchaser, his legal representatives or assigns, with interest at the rate of six per centum per annum from the date of such payment being made by the Company.

14. That he will cut no wood or timber from said land, except a sufficient quantity for fuel and fencing, for actual and necessary use thereon and for buildings to be erected thereon.

15. That any and all monies paid by the Purchaser to the Company may be appropriated by the Company at its sole discretion to any one or more debts due and owing by the Purchaser to the Company at the date of payment.

16. That if the Purchaser, his legal representatives or assigns, shall pay the several sums of money aforesaid and the said water rentals punctually at the several times above fixed, and shall in like manner strictly and literally perform all and singular the aforesaid conditions, then he, his executors, administrators or assigns approved as hereinafter provided, upon the surrender of this Contract and the said Interim Water Agreement and the execution by him or them of such Final Water Agreement and Transfer and the payment of the necessary fees for the registration thereof, shall be entitled to a Final Water Agreement containing the same terms and provisions as the Interim Water Agreement attached hereto that may be registered in the Land Registration District within which the said lands are situate and to a Transfer conveying the said premises in fee simple freed and discharged from all encumbrances, but subject to the reservations, limitations, provisions and conditions contained and expressed in the original grant from the Crown and 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 Company which may be found to exist in, upon or under the said lands, together with full power to the 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, and also reserving to the Company, its successors and assigns, the right, easement and privilege, without liability direct or indirect, at any and all times hereafter to enter upon the said land to make surveys for any irrigation canal, ditch, reservoir or "works" of any kind within the meaning of the Irrigation Act or any amendments thereto, and to dig, construct, maintain and operate the necessary ditches, canals and "works" for properly supplying water to the said land and adjoining lands, and to spill water from its main and secondary canals into any natural water courses in or upon the said lands, and to do in and upon the said lands all things necessary or expedient for the construction, maintenance, operation and repair of the said ditches, canals and "works"; and also reserving to the Company, its successors and assigns, the right at any time within ten years from the date of the final payment of principal, as fixed by this Contract, to take and acquire such portions of the said land as may be required for any irrigation canal, ditch, reservoir or "works"; and also reserving to the Company, its successors and assigns, the right at any time within the said period of ten years to take and acquire a strip or strips of land one hundred feet wide, or so much of the said strip or strips of land as may be within the said de-

scribed land, to be used for right of way or other railway purposes wherever any line of railway owned, leased or operated by the Company, its successors or assigns, is or shall within the said period of ten years be located on or over or within fifty feet of the said lands. Provided always that the Company its successors or assigns in addition to paying the actual value of any buildings or improvements on the said land affected thereby shall pay for the land so taken or acquired for any irrigation canal, ditch, reservoir or "works" or for right of way or other railway purposes, as aforesaid, a sum per acre equal to the price per acre paid therefor to the Company by the Purchaser.

17. That the Purchaser will pay all taxes lawfully imposed in respect of the said lands, or the value thereof, which may be payable upon the Transfer of the said lands or the registration of such Transfer, pursuant to the provisions of any statute of the Province in which the said lands are situate.

18. That if the Purchaser or the approved Assignee, as the case may be, shall fail to make the payments aforesaid or any of them within the times above limited, respectively, or shall fail to fulfil and carry out in their entirety the terms, conditions and provisions of this contract and the said Interim Water Agreement in the manner and within the times above mentioned and provided, the times of payment as aforesaid as well as the strict performance of each and every of the said other terms, conditions, provisions and stipulations being a condition precedent and of the essence of this Contract and of the said Interim Water Agreement, then the Company shall have the right to declare this Contract and the said Interim Water Agreement null and void, by notice in writing to that effect, personally served on the Purchaser, or mailed in registered letter addressed to him at the post office hereunder designated by him as his post office address, or in case of an approved assignment, personally served on the assignee, or addressed to the assignee at the post office or place of residence described in the assignment as his post office address or place of residence, or in case of the death of the Purchaser or assignee, and no will of the deceased being proved, or personal representative appointed to his estate in the said Province of Alberta, within one year after the death of the deceased, then the Company shall have the right to declare this Contract and the said Interim Water Agreement null and void, without any notice, by cancelling the same in its books, and all rights and interests created or then existing in favor of the Purchaser or his approved assignee, or derived under this Contract and the said Interim Water Agreement, shall thereupon cease and determine, and the premises hereby agreed to be sold, and the rights and privileges granted by the said Interim Water agreement shall revert to and revest in the Company without any further declaration of forfeiture or notice or act of re-entry, and without any other act by the Company to be performed or any suit or legal proceedings to be brought or taken, and without any right on the part of the Purchaser, or his assigns, or any reclamation or compensation for monies paid thereon.

19. That the covenants contained in paragraphs 1, 2, 3, 4, and 5 hereof, for the settlement and improvement by the Purchaser of the said land are one of the considerations for the execution by the Company of this Contract, without which it would not have been entered into, and that if the Purchaser shall fail to fulfil the said covenants in their entirety, and the Company shall cancel this Contract, any monies paid thereon by the Purchaser shall, in view of the difficulty of accurately estimating the damages consequent upon the breach of the said covenants, be conceded by the Purchaser to be, and shall be accepted by the Company as, liquidated damages for the breach of covenant aforesaid.

20. That in case the Company at any time hereafter becomes entitled to cancel this Contract and Interim Water Agreement, it shall, without prejudice to its right thereafter to cancel the same, have the right to enter into, have, hold, use, occupy, possess and enjoy the said land, and any improvements thereon, including any growing crops, together with the rights and privileges of the said Interim Water Agreement, without let, suit, hindrance, interruption or denial of the Purchaser, his executors, administrators or assigns, or any other person or persons whomsoever, and to occupy the said land personally, or by its servants or agents or to lease the same to

any person, firm or corporation, with the rights and privileges of the said Interim Water Agreement, applying on this Contract and the said Interim Water Agreement, the net amount received by the Company therefrom after payment of all costs, charges and expenses in connection therewith, the Company to have entire discretion at its own option as to the method, the manner, and price of such occupation or letting.

21. That no assignment of this Contract shall be valid unless the same shall be for the entire interest of the Purchaser, and of all his rights under the Interim Water Agreement aforesaid, and approved and countersigned by the Company's Manager of the Department of Natural Resources, or other duly authorized person, and no agreement or condition or relations between the Purchaser and his assignee, or any other person acquiring title or interest from or through the Purchaser, shall preclude the Company from the right to convey the premises, and issue the Final Water Agreement to the Purchaser on the surrender of this Contract and Interim Water Agreement aforesaid, and the payment of the unpaid portion of the purchase money, and of all water rentals which may be due under this contract and the said Interim Water Agreement, and the execution of the Transfer and Final Water Agreement by the Purchaser, and the payment by him of the registration fees as aforesaid, unless the assignment hereof, and the said Interim Water Agreement be approved and countersigned by the said Manager of the Department of Natural Resources or other person as aforesaid.

22. All words in the hereinbefore mentioned recitals, covenants, provisions and conditions, which import the singular number shall be read and construed as applied to each and every person, male, or female, named as "the Purchaser," and, in the case of a corporation, to such corporation and its successors, and in case of more than one person being named as "the Purchaser," the said recitals, covenants, provisions and conditions shall be construed and held to be several as well as joint.

IN WITNESS WHEREOF the Canadian Pacific Railway Company has caused these presents in duplicate to be signed by its Manager of the Department of Natural Resources, and the Purchaser has hereunto set his name and designated the undernamed place as his Post Office address, on the day and year first above written .

.....
 Witness: Manager.

As to Signature of Manager.

.....
 Witness: Purchaser.

.....
 As to Signature of Purchaser.

.....
 Post Office Address.

(Draft Form of Contract for Improved Farm (Non-Irrigable) in Returned Soldiers' Colonies)

CANADIAN PACIFIC RAILWAY COMPANY
Department of Natural Resources.

This Contract made thisday of191.....
 Between:

The Canadian Pacific Railway Company (hereinafter called "The Company") and.....
 (hereinafter called "the Purchaser").....

WITNESSETH that the Purchaser has applied to the Company for the purchase ofin.....Township Number.....

Range Number.....West of the Fourth Meridian, with the buildings and other improvements thereon, and the appurtenances thereto belonging and appertaining, containing according to the Dominion Government Survey..... acres, more or less, subject to the rights of way and other reservations hereinafter mentioned and excepted, for the sum of Dollars for the land and Dollars for all buildings and other improvements (including breaking) on the said land; and the Company has agreed, in consideration of the covenants on the part of the purchaser set out in paragraphs..... hereof, to permit the purchaser to use and occupy the said lands, and the buildings and improvements thereon, as a tenant at will, and, subject to the strict observance and performance by the Purchaser of the said covenants, to sell to the Purchaser the said lands and the buildings and improvements thereon, upon and subject to the terms, conditions and stipulations herein contained, and the payments to be made as herein specified, the observance and performance of each and every of the said conditions and stipulations, as well as the making of the said payments, being expressly declared a condition precedent, and of the essence of this contract.

And the Purchaser hereby agrees and binds himself, his executors, administrators and assigns, and this contract is made on the following express stipulations and conditions:—

1. That he will within months from the date of this contract enter into occupation of the said lands as a tenant at will and reside thereon with his family during the continuation of this contract.

2. That he will in a good husbandmanlike manner in each and every farming season during the continuation of this contract break, cultivate, seed and crop the said lands, or such portions thereof, as may from time to time be expedient in the good farming operation of the said lands, and will use, care for, and maintain in good order and condition, all live stock, poultry, equipment, or other supplies which may from time to time be furnished by the Company for his assistance.

3. That he will keep true and correct accounts of the quantities and values of all crops, milk, cream, butter, eggs, meat and vegetables produced in his farming operations on the said lands, and sold or disposed of by him, such accounts to be kept in books furnished from time to time for that purpose by the Company, which shall at all times be open to the inspection of the Colony Superintendent or other person duly authorized by the Company.

4. That the farming operations on the said lands, and the care of all live stock, poultry, equipment and other supplies thereon, and the sale or disposal of all crops and produce of all kinds, shall be subject at all times and in all respects to the suggestion, advice and approval of the Colony Superintendent, or other duly authorized Agent of the Company, and that the purchaser will at all times afford to such Superintendent or person full and free access to all portions of the said lands and the improvements thereon, and all live stock, poultry, implements, etc., and furnish to such Superintendent or person such information as he may require regarding the farming operations on the said lands, the condition of all live stock, poultry, implements, etc., and the sale and disposal of crops and produce therefrom.

5. That he will at or before the end of the third crop season after the date of this contract, and not later than the day of 191... pay to the Company at the office of its Department of Natural Resources at the City of Calgary in the Province of Alberta, as rental for the use and occupation of the said lands, an amount equal to the interest at the rate of six per cent. per annum upon the cost to the Company of the buildings and improvements upon the said lands as hereinbefore mentioned (including a charge for supervision, of five per cent. on the total amount expended by the Company, such interest to be computed from the date of this contract to the date of the payment thereof by the Purchaser.

6. That from and after the payment in full by the Purchaser of the said rental, as provided by the last preceding paragraph hereof, the Purchaser shall be entitled to remain in possession of the said lands and the buildings and improvements thereon, not as a tenant at will but by virtue of a beneficial interest in the said lands as Purchaser under this contract, but subject

always to the performance and observance of the conditions and stipulations hereinafter contained.

7. That thereafter the Purchaser will punctually pay to the Company at the office of its Department of Natural Resources at the City of Calgary in the Province of Alberta the following sums of principal and interest at the several times below named, as each of the same become due, and will pay interest at the rate of six per cent. per annum upon all payments in default, whether of principal or interest:—

.....

.....

8. That this contract shall be deemed to be personal to the Purchaser, and the covenants contained in paragraphs 1, 2, 3, 4 and 5 hereof shall remain in full force and effect and be binding upon the Purchaser until payments aggregating the sum of \$..... have been made by the Purchaser on account of principal, together with all interest accrued due at the date when payment of the said sum is complete; and no assignment hereof shall be valid or give rise to any rights in the assignee, unless, prior to the date of such assignment, the said sum with interest as aforesaid shall have been paid by the Purchaser, and the covenants contained in the said paragraphs fully performed by him, or unless a consent in writing to such assignment shall have been first obtained from the Manager of the Department of Natural Resources of the Company.

9. That the purchaser will repay to the Company any and all sums of money which may from time to time be advanced by the Company to the Purchaser by way of assistance to the Purchaser for the improvement, development, or cultivation of the said lands, or for the maintenance of the Purchaser and his family, together with interest thereon at the rate of six per cent. per annum from the date of the respective advances to the date of repayment thereof by the Purchaser.

10. That all improvements placed upon the said land shall remain thereon, and shall not be removed or destroyed until final payment has been made for the said land.

11. That the Purchaser will keep all buildings erected on the said land fully insured against loss or damage by fire for their full insurable value in some Insurance Company to be approved by the Company, and will pay all premiums and sums of money necessary for such purpose as the same shall become due and provide that the loss under any policy issued in respect thereof shall be payable to the Company, and should he neglect to keep the said buildings insured as aforesaid, or pay the said premiums, or deliver renewal receipts at the office of the Company at the City of Calgary aforesaid at least two days before the day on which the premiums shall be payable, then the Company may insure the said buildings, and all monies expended by the Company in so doing with interest at the rate of six per cent. per annum, computed from the date of advancing the same, shall be paid forthwith by the Purchaser to the Company, and in the event of any loss or damage by fire to the said buildings the Insurance monies received by the Company may be applied in or towards substantially rebuilding or reinstating the said buildings or towards payment of the amounts due to the Company under and by virtue of the terms and provisions of this contract.

12. That he will regularly and duly pay all such rates, taxes and assessments as may be lawfully imposed upon the said land or the said improvements, and if the Purchaser or the approved assignee, as the case may be, shall fail to pay the said rates, taxes and assessments, the Company may on behalf of the Purchaser or approved assignee pay the same, and the amount so paid shall be payable forthwith to the Company by the Purchaser, his legal representatives or assigns, with interest at the rate of six per centum per annum from the date of such payment being made by the Company.

13. That he will cut no wood or timber from said lands, except a sufficient quantity for fuel and fencing, for actual and necessary use thereon and for buildings to be erected thereon.

14. That any and all monies paid by the Purchaser to the Company may be appropriated by the Company at its sole discretion to any one or

more debts due and owing by the Purchaser to the Company at the date of payment.

15. That if the Purchaser, his legal representatives or assigns shall pay the several sums of money aforesaid punctually at the several times above fixed, and shall in like manner strictly and literally perform all and singular the aforesaid conditions, then he, his executors, administrators or assigns approved as hereinafter provided, upon the surrender of this contract and the execution by him or them of such transfer, shall be entitled to a transfer, conveying the said premises in fee simple freed and discharged from all encumbrances, but subject to the reservations, limitations, provisos and conditions contained and expressed in the original grant from the Crown, and 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 Company which may be found to exist in, upon or under the said land, together with full power to the 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 the effectual working of the said mines and minerals, and the quarries, pits, seams, veins and areas containing the same, and also reserving to the Company, its successors and assigns, the right at any time within ten years from the date of the final payment of principal, as fixed by this Contract, to take and acquire a strip or strips of land one hundred feet wide, or so much of the said strip or strips of land as may be within the said described land, to be used for right-of-way or other railway purposes, whenever any line of railway owned, leased or operated by the Company, its successors or assigns, is or shall within the said period of ten years, be located on or over or within fifty feet of the said lands. Provided always that the Company, its successors or assigns, in addition to paying the actual value of any buildings or improvements on the said land effected thereby, shall pay for the land so taken or acquired for right-of-way or other railway purposes as aforesaid a sum per acre equal to the price per acre paid therefor to the Company by the Purchaser.

16. That the Purchaser will pay all taxes lawfully imposed in respect of the said lands, or the value thereof, which may be payable upon the Transfer of the said lands or the registration of such Transfer, pursuant to the provisions of any Statute of the Province in which the said lands are situate.

17. That if the Purchaser or the approved assignee, as the case may be, shall fail to make the payments aforesaid or any of them within the terms above limited, respectively, or shall fail to fulfil and carry out in their entirety the terms, conditions and provisions of this contract, in the manner and within the times above mentioned and provided, the times of payment as aforesaid, as well as the strict performance of each and every of the said other terms, conditions, provisions and stipulations, being a condition precedent and of the essence of this contract, then the Company shall have the right to declare this contract null and void, by notice in writing to that effect, personally served on the Purchaser, or mailed in a registered letter addressed to him at the post office hereunder designated by him as his post office address, or in case of an approved assignment, personally served on the assignee, or addressed to the assignee, at the post office or place of residence described in the assignment as his post office address or place of residence, or in case of the death of the Purchaser or assignee, and no will of the deceased being proved, or personal representative appointed to his estate in the Province in which the said land is situate, within one year after the death of the deceased, then the Company shall have the right to declare this contract null and void, without any notice, by cancelling the same in its books, and all rights and interests hereby created or then existing in favor of the Purchaser or his approved assignee, or derived under this contract, shall thereupon cease and determine, and the premises hereby agreed to be sold shall revert to and revest in the Company without any further declaration of forfeiture or notice or act of re-entry, and without any other act by the Company to be performed or any suit or legal proceedings to be brought or taken, and without

any right on the part of the Purchaser or his assignee to any reclamation or compensation for monies paid thereon.

18. That the covenants contained in paragraphs 1, 2, 3, 4 and 5 hereof, for the settlement and improvement by the Purchaser of the said land is one of the considerations for the execution by the Company of this contract, without which it would not have been entered into, and that if the Purchaser shall fail to fulfil the said covenant in its entirety, and the Company shall cancel this Contract, any monies paid thereon by the Purchaser shall, in view of the difficulty of accurately estimating the damages consequent upon the breach of the said covenant, be conceded by the Purchaser to be, and shall be accepted by the Company as, liquidated damages for the breach of covenant aforesaid.

19. That in case the Company at any time hereafter becomes entitled to cancel this contract, it shall, without prejudice to its right thereafter cancel the same, have the right to enter into, have, hold, use, occupy, possess and enjoy the said land, and any improvements thereon, including any growing crops, without let, suit, hindrance, interruption, or denial of the Purchaser his executors, administrators or assigns, or any other person or persons whomsoever, and to occupy the said land personally, or by its servants or agents, or to lease the same to any person, firm or corporation, applying on this contract the net amount received by the company therefrom after payment of all costs, charges and expenses in connection therewith, the Company to have entire discretion at its own option as to the method, the manner, and price of such occupation or letting.

20. That no assignment of this contract shall be valid unless the same shall be for the entire interest of the Purchaser, and approved and countersigned by the Company's Manager of the Department of Natural Resources, or other duly authorized person, and no agreement or condition or relation between the Purchaser and his Assignee, or any other person acquiring title or interest from or through the Purchaser, shall preclude the Company from the right to convey the premises to the Purchaser on the surrender of this contract and the payment of the unpaid portion of the purchase money, and the execution of the transfer by the Purchaser, unless the assignment hereof be approved and countersigned by the said Manager of the Department of Natural Resources or other person as aforesaid.

21. All words in the hereinbefore mentioned recitals, covenants, provisos and conditions, which import the singular number shall be read and construed as applied to each and every person, male or female, named as "The Purchaser" and, in the case of a corporation, to such corporation and its successors, and in case of more than one person being named as "The Purchaser" the said recitals, covenants, provisos and conditions shall be construed and held to be several as well as joint.

IN WITNESS WHEREOF the Canadian Pacific Railway Company has caused these presents in duplicate to be signed by its Manager of the Department of Natural Resources, and the Purchaser has hereunto set his name and designated the undernamed place as his post office address, on the day and year first above written.

.....
Manager.

Witness:—

As to Signature of Manager.

.....
Purchaser.

Witness:—

.....
As to Signature of Purchaser.

.....
Post Office Address.

(Draft Form of Contract for Assisted Colonization Farm [Non-Irrigable]
in Returned Soldiers' Colonies)

CANADIAN PACIFIC RAILWAY COMPANY

Department of Natural Resources

This Contract made this _____ day of _____ 191____
Between:
The Canadian Pacific Railway Company, (hereinafter called "The
Company") and
(hereinafter called "the Purchaser")

WITNESSETH that the Purchaser has applied to the Company for
the purchase of _____ in Township Number _____
Range Number _____ west of the _____ Meridian, and
the appurtenances thereto belonging and appertaining, containing according
to the Dominion Government Survey
acres, more or less, subject to the rights of way and other reservations herein-
after mentioned and excepted, for the sum of _____
Dollars; and the Company has agreed, in consideration of the covenants on
the part of the purchaser set out in paragraphs _____ hereof, to
permit the purchaser to use and occupy the said lands, as a tenant at will,
and subject to the strict observance and performance by the Purchaser of the
said covenants, to sell to the Purchaser the said lands upon and subject to the
terms, conditions and stipulations herein contained and the payments to be
made as herein specified, the observance and performance of each and every
of the said conditions and stipulations, as well as the making of the said
payments, being expressly declared a condition precedent, and of the essence
of this contract.

And the Purchaser hereby agrees and binds himself, his executors, ad-
ministrators and assigns, and this contract is made on the following express
stipulations and conditions:—

1. That he will within _____ months from the date of this contract
enter into occupation of the said lands as a tenant at will and reside thereon
with his family during the continuation of this contract.

2. That he will in a good husbandmanlike manner in each and every farm-
ing season during the continuation of this contract break, cultivate, seed and
crop the said lands, or such portions thereof as may from time to time be
expedient in the good farming operation of the said lands, and will use, care
for, and maintain in good order and condition, all live stock, poultry, equip-
ment or other supplies which may from time to time be furnished by the
Company for his assistance.

3. That he will keep true and correct accounts of the quantities and
values of all crops, milk, cream, butter, eggs, meat and vegetables produced
in his farming operations on the said lands, and sold or disposed of by him,
such accounts to be kept in books furnished from time to time for that pur-
pose by the Company, which shall at all times be open to the inspection of the
Colony Superintendent or other person duly authorized by the Company.

4. That the farming operations on the said lands, and the care of all
live stock, poultry, equipment and other supplies thereon, and the sale or
disposal of all crops and produce of all kinds, shall be subject at all times
and in all respects to the suggestion, advice and approval of the Colony
Superintendent, or other duly authorized Agent of the Company, and that
the purchaser will at all times afford to such Superintendent or person full and
free access to all portions of the said lands and the improvements thereon,
and all live stock, poultry, implements, etc., and furnish to such Superin-
tendent or person such information as he may require regarding the farming
operations on the said lands, the condition of all live stock, poultry, imple-
ments, etc., and the sale and disposal of crops and produce therefrom.

5. That from and after the payment in full by the purchaser of the first
instalment of principal and interest as provided by the next succeeding
paragraph hereof, the purchaser shall be entitled to remain in possession
of the said lands and the buildings and improvements thereon, not as a

tenant at will but by virtue of a beneficial interest in the said lands as purchaser under this contract.

6. That the purchaser will punctually pay to the Company at the office of its Department of Natural Resources at the City of Calgary in the Province of Alberta the following sums of principal and interest at the several times below named, as each of the same becomes due, and will pay interest at the rate of six per cent. per annum upon all payments in default, whether of principal or interest:—

	Principal	Interest
1st Payment.....	\$.....	\$.....
2nd Payment.....	\$.....	\$.....
3rd Payment.....	\$.....	\$.....
4th Payment.....	\$.....	\$.....
5th Payment.....	\$.....	\$.....
6th Payment.....	\$.....	\$.....
7th Payment.....	\$.....	\$.....
8th Payment.....	\$.....	\$.....
9th Payment.....	\$.....	\$.....
10th Payment.....	\$.....	\$.....
11th Payment.....	\$.....	\$.....
12th Payment.....	\$.....	\$.....
13th Payment.....	\$.....	\$.....
14th Payment.....	\$.....	\$.....
15th Payment.....	\$.....	\$.....
16th Payment.....	\$.....	\$.....
18th Payment.....	\$.....	\$.....
19th Payment.....	\$.....	\$.....
20th Payment.....	\$.....	\$.....

7. That this contract shall be deemed to be personal to the purchaser, and the covenants contained in paragraphs 1, 2, 3, and 4, hereof shall remain in full force and effect and be binding upon the purchaser until payments aggregating the sum of \$..... have been made by the purchaser on account of principal, together with all interest accrued due at the date when payment of the said sum is complete; and no assignment hereof shall be valid or give rise to any rights in the assignee, unless, prior to the date of such assignment, the said sum with interest as aforesaid shall have been paid by the purchaser, and the covenants contained in the said paragraphs fully performed by him, or unless a consent in writing to such assignment shall have been first obtained from the Manager of the Department of Natural Resources of the Company.

8. That the purchaser will repay to the Company any and all sums of money which may from time to time be advanced by the Company to the Purchaser by way of assistance to the purchaser for the improvement, development, or cultivation of the said lands, or for the maintenance of the purchaser and his family, together with interest thereon at the rate of six per cent. per annum from the date of the respective advances to the date of repayment thereof by the purchaser.

9. That the Company will within a reasonable time from the date of this contract advance to the purchaser by way of assistance in the improvement and development of the said land, building material (not exceeding in cost the sum of \$400.00) fencing material (not exceeding in cost the sum of \$100.00) one team of horses, one cow, one wagon, one plow, one set of double harness, and seed grain (not exceeding in cost the sum of \$100.00). The purchaser agrees to execute any lien notes, conditional sale agreements, or seed grain mortgage required by the Company to secure it against loss, and any amount owing by the purchaser to the Company which is not secured by lien note or otherwise shall be added to the purchase price of the land and shall be repaid by the purchaser in equal annual instalments with interest during the term of the contract.

10. That all improvements placed upon the said land shall remain thereon, and shall not be removed or destroyed until final payment has been made for the said land.

11. That the purchaser will keep all buildings erected on the said

land fully insured against loss or damage by fire for their full insurable value in some Insurance Company to be approved by the Company, and will pay all premiums and sums of money necessary for such purpose as the same shall become due and provide that the loss under any policy issued in respect thereof shall be payable to the Company, and shall he neglect to keep the said buildings insured as aforesaid, or pay the said premiums, or deliver renewal receipts at the office of the Company at the City of Calgary aforesaid at least two days before the day on which the premiums shall be payable, then the Company may insure the said buildings, and all monies expended by the Company in so doing with interest at the rate of six per cent. per annum, computed from the date of advancing the same, shall be paid forthwith by the Purchaser to the Company, and in the event of any loss or damage by fire to the said buildings the Insurance monies received by the Company may be applied in or towards substantially rebuilding or reinstating the said buildings or towards payment of the amounts due to the Company under and by virtue of the terms and provisions of this Contract.

12. That he will regularly and duly pay all such rates, taxes and assessments as may be lawfully imposed upon the said land or the said improvements, and if the Purchaser or the approved Assignee, as the case may be, shall fail to pay the said rates, taxes and assessments, the Company may on behalf of the Purchaser or approved Assignee pay the same, and the amount so paid shall be payable forthwith to the Company by the Purchaser, his legal representatives or assigns, with interest at the rate of six per centum per annum from the date of such payment being made by the Company.

13. That he will cut no wood or timber from the said land, except a sufficient quantity for fuel and fencing, for actual and necessary use thereon and for buildings to be erected thereon.

14. That any and all monies paid by the Purchaser to the Company may be appropriated by the Company at its sole discretion to any one or more debts due and owing by the Purchaser to the Company at the date of payment.

15. That if the Purchaser, his legal representatives or assigns shall pay the several sums of money aforesaid punctually at the several times above fixed, and shall in like manner strictly and literally perform all and singular the aforesaid conditions, then he, his executors, administrators or assigns approved as hereinafter provided, upon the surrender of this Contract and the execution by him or them of such transfer, shall be entitled to a transfer, conveying the said premises in fee simple freed and discharged from all encumbrances, but subject to the reservations, limitations, provisoes and conditions contained and expressed in the original grant from the Crown, and 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 Company which may be found to exist in, upon or under the said land, together with full power to the 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 the effectual working of the said mines and minerals, and the quarries, pits, seams, veins and areas containing the same, and also reserving to the Company, its successors and assigns, the right at any time within ten years from the date of the final payment of principal, as fixed by this contract, to take and acquire a strip of land one hundred feet wide, or so much of the said strip or strips of land as may be within the said described land, to be used for right-of-way or other railway purposes, whenever any line of railway owned, leased or operated by the Company, its successors or assigns, is or shall within the said period of ten years, be located on or over or within fifty feet of the said lands. Provided always that the Company, its successors or assigns, in addition to paying the actual value of any buildings or improvements on the said land affected thereby, shall pay for the land so taken or acquired for right-of-way or other railway purposes as aforesaid a sum per acre equal to the price per acre paid therefor to the Company by the Purchaser.

16. That the Purchaser will pay all taxes lawfully imposed in respect of the said lands, or the value thereof, which may be payable upon the Trans-

fer of the said lands or the registration of such Transfer, pursuant to the provisions of any statute of the Province in which the said lands are situate.

17. That if the Purchaser or the approved Assignee, as the case may be, shall fail to make the payments aforesaid or any of them within the times above limited, respectively, or shall fail to fulfil and carry out in their entirety the terms, conditions and provisions of this Contract, in the manner and within the times above mentioned and provided, the times of payment as aforesaid, as well as the strict performance of each and every of the said other terms, conditions, provisions and stipulations, being a condition precedent and of the essence of this contract, then the Company shall have the right to declare this Contract null and void, by notice in writing to that effect, personally served on the Purchaser, or mailed in a registered letter addressed to him at the Post Office hereunder designated by him as his Post Office address, or in case of an approved assignment, personally served on the Assignee, or addressed to the Assignee, at the Post Office or place of residence described in the assignment as his Post Office address or place of residence, or in case of the death of the Purchaser or Assignee, and no will of the deceased being proved, or personal representative appointed to his estate in the Province in which the said land is situate, within one year after the death of the deceased, then the Company shall have the right to declare this contract null and void, without any notice, by cancelling the same in its books, and all rights and interests hereby created or then existing in favor of the Purchaser or his approved Assignee, or derived under this Contract, shall thereupon cease and determine, and the premises hereby agreed to be sold shall revert to and revest in the Company without any further declaration of forfeiture or notice or act of re-entry, and without any other act by the Company to be performed or any suit or legal proceedings to be brought or taken, and without any right on the part of the Purchaser or his Assignee to any reclamation or compensation for monies paid thereon.

18. That the covenants contained in paragraphs 1, 2, 3 and 4 hereof, for the settlement and improvement by the Purchaser of the said land, are one of the considerations for the execution by the Company of this Contract, without which it would not have been entered into, and that if the Purchaser shall fail to fulfil the said covenant in its entirety, and the Company shall cancel this Contract, any monies paid thereon by the Purchaser shall, in view of the difficulty of accurately estimating the damages consequent upon the breach of the said covenant, be conceded by the Purchaser to be, and shall be accepted by the Company as, liquidated damages for the breach of covenant aforesaid.

19. That in case the Company at any time hereafter becomes entitled to cancel this contract, it shall, without prejudice to its right thereafter to cancel the same, have the right to enter into, have, hold, use, occupy, possess and enjoy the said land, and any improvements thereon, including any growing crops, without let, suit, hindrance, interruption, or denial of the Purchaser his executors, administrators or assigns, or any other person or persons whomsoever, and to occupy the said land personally, or by its servants or agents, or to lease the same to any person, firm or corporation, applying on this Contract the net amount received by the Company therefrom after payment of all costs, charges and expenses in connection therewith, the Company to have entire discretion at its own option as to the method, the manner, and price of such occupation or letting.

20. That no assignment of this Contract shall be valid unless the same shall be for the entire interest of the Purchaser, and approved and countersigned by the Company's Manager of the Department of Natural Resources, or other duly authorized person, and no agreement or condition or relation between the Purchaser and his Assignee, or any other person acquiring title or interest from or through the Purchaser, shall preclude the Company from the right to convey the premises to the Purchaser on the surrender of this Contract and the payment of the unpaid portion of the purchase money, and the execution of the transfer by the Purchaser, unless the assignment hereof be approved and countersigned by the said Manager of the Department of Natural Resources or other person as aforesaid.

21. All words in the hereinbefore mentioned recitals, covenants, provisions and conditions, which import the singular number shall be read and

construed as applied to each and every person, male or female, named as "the Purchaser" and, in the case of a corporation, to such corporation and its successors, and in case of more than one person being named as "the Purchaser" the said recitals, covenants, provisoes and conditions shall be construed and held to be several as well as joint.

IN WITNESS WHEREOF the Canadian Pacific Railway Company has caused these presents in duplicate to be signed by its Manager of the Department of Natural Resources, and the Purchaser has hereunto set his name and designated the undernamed place as his Post Office address, on the day and year first above written.

.....
Manager,

Witness:

.....
As to Signature of Manager.

.....
Purchaser.

Witness:

.....
As to Signature of Purchaser.

.....
Post Office Address.