

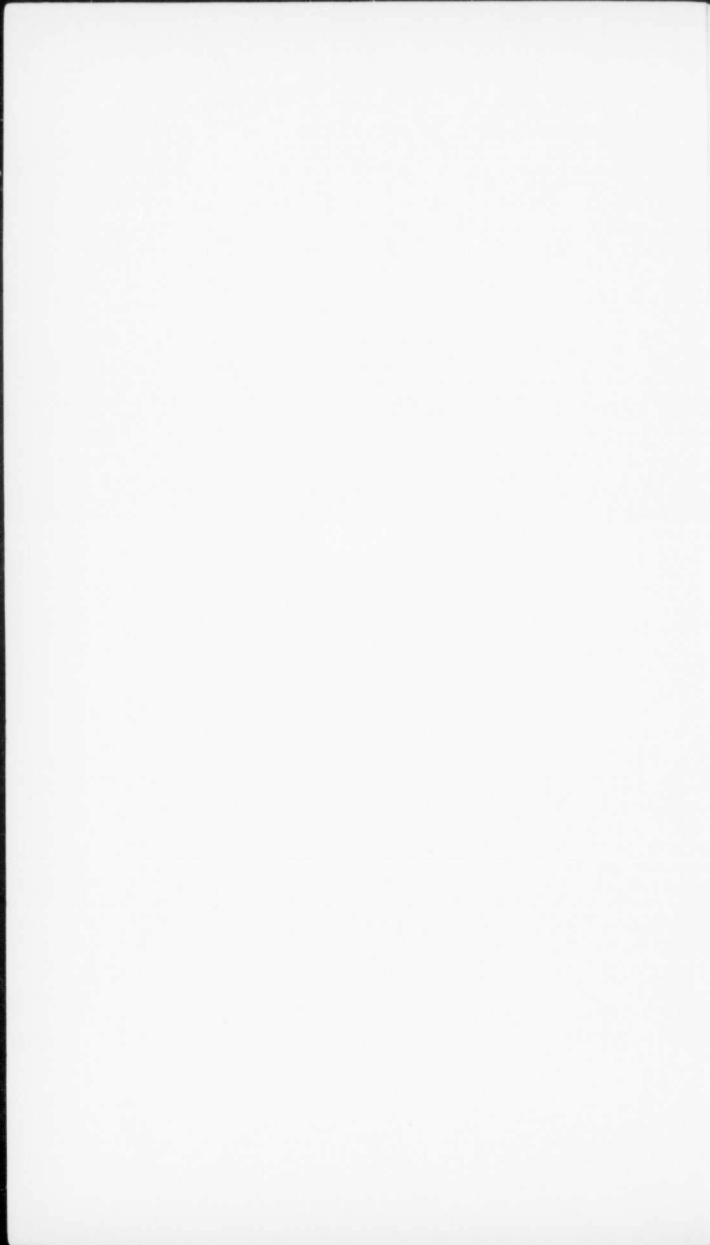
Canadian Pacific Railway
Department Natural Resources

Regulations
— — — — — *for* — — — — —
Sale of Lands

in the Provinces of

Manitoba
Saskatchewan
and
Alberta

January 1, 1917



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GENERAL PROVISIONS

1. These regulations apply only to lands as listed for sale from time to time by the Company.

2. Lands will be sold under Settlement and Non Settlement conditions.

3. No settler will be sold more than two sections of land and all lands purchased will be sold under one contract only, except where land lies on both sides of a railroad right-of-way, creek or stream, when separate contracts will be issued. In no case will the Company approve of an assignment unless it be for the entire interest of the purchaser.

4. All contracts and conveyances 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 from 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.

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

6. The lands are sold by the Company on several different plans, particulars of which are set out below under separate headings.

7. To Settlers in certain specified areas who have been one year in occupation of their land, who have the necessary feed and shelter and can satisfy the Superintendent of Agriculture and Animal Industry that they are possessed of practical experience in the care and handling of livestock, cattle, and, in some cases, sheep, to a value not exceeding one thousand dollars, may be advanced on an initial payment of twenty per cent. (20%) of the value of the stock advanced balance on lien note bearing interest at eight per cent. (8%) per annum.

"A" SALE OF LAND FOR SETTLEMENT

1. The purchaser will be required to agree that he will, with his family, if any, or by his tenants, enter into occupation within six months from the date of the contract and, during the five years following the date of contract, occupy said lands between the first day of April and the first day of November in each year, and will continue to so occupy the land until five payments of principal and interest have been paid.

2. That he will build a house costing at least \$350, and a barn costing at least \$200 and capable of accommodating four horses and four cows.

3. That he will keep his buildings insured against loss by fire.

4. That he will sink a suitable well.

5. That he will fence the land.

6. That during the first year he will break and crop at least twenty-five acres in each quarter section; during the second year break and crop an additional twenty-

five acres in each quarter section and cultivate and crop the acreage broken during the first year.

7. That during each of the remaining years of such required occupancy he will cultivate and crop at least fifty acres on each quarter section.

8. That he will also during the entire period of his required occupancy of the land keep at least three milch cows.

9. In lieu of the cultivation and cropping of the land the purchaser may agree to maintain on the land during the five year period ten head of horses and (or) cattle, or seventy head of sheep and (or) hogs for each quarter-section, or a proportionate number for any fraction of a quarter-section. All such animals to be owned by the purchaser free from any lien, mortgage or encumbrance.

"B" SALE OF LAND FOR SETTLEMENT WITH LOAN FOR IMPROVEMENTS

1. The loan for improvements will be confined to the lands purchased in the Irrigation Block and to the irrigated lands in the A. R. & I. Tract.

2. Applicants for land on this plan must be married men having agricultural experience.

3. Applicants must have sufficient capital to enable them to pay the first instalment of one-tenth of the purchase price of the land they select and one-tenth of the amount of the loan desired, in addition to the amount necessary to maintain their families for one year from the date of their entry into occupation.

4. Applicants must own free from encumbrances sufficient horses, cattle, and other livestock, or have sufficient means to purchase same, to enable them to go into occupation and proceed with the development of the land.

5. No application will be accepted for more than 320 acres.

6. The Company will, within a reasonable time after the acceptance of the purchaser's application, expend a sum not exceeding \$2,000 for improvements to the land, including a charge for supervision of five per cent. (5%) of the amount expended. Improvements will be made in the following order:--

- a. The erection of a house.
- b. The erection of a barn.
- c. The fencing of the farm.
- d. The providing of a well and pump or cistern.

7. The character of the house and barn must be selected by the applicant from standard plans prepared by the Company.

8. In the completion of the improvements it shall be in the discretion of the Company or convenience of the contractor to employ the purchaser, his stock or equipment, and in the event of such employment the purchaser shall be paid by the Company or the contractor at the usual rate paid for such labor at the time, and of the value of the labor or services by the purchaser, his stock or equipment, the Company or contractor shall be sole judge.

9. The cost of all material and work will be paid for by the Company and charged against the advance.

10. The total amount of the advance, not to exceed \$2,000.00, will be added to the purchase price of the land and repaid by the purchaser concurrently with the payments of the land.

11. The purchaser will be required to agree that he will, with his family, if any, enter into occupation of the land within six months from the completion of the improvements by the Company; that he will reside thereon continuously until the expiration of five years from the date of his entry into occupation and until five payments of principal and interest have been fully paid; that he will, within twelve months from the completion of said improvements, break, cultivate and crop at least fifty acres in each quarter-section of the said lands.

12. That he will during the succeeding twelve months break, cultivate and crop an additional area of at least fifty acres in each quarter-section of the said lands, and properly cultivate and crop the acreage broken during the first twelve months.

13. That he will, during each of the remaining years of such required occupancy, cultivate and crop at least one hundred acres in each quarter-section of said lands.

14. That he will maintain during each year of such required occupancy on the said lands at least three milch cows for each quarter-section thereof.

15. That the purchaser will insure the buildings on the land against fire, the loss, if any, to be payable to the Company and

applied by it in reduction of the advance for improvements, so long as any part of the advance by the Company remains unpaid by the purchaser, any balance remaining after repayment of the Advance to be held for the purchaser's account.

"C" SALE OF IMPROVED OR "READY-MADE" FARMS

1. Farms which have been selected by the Company, and improved by the erection of farm buildings, fencing, the providing of a well and pump, and the breaking of portions of the land, will be sold in accordance with the prices fixed by the Company from time to time.

2. The cost of the improvements and cultivation are added to the price of the land and the farms will be sold from the maps and lists and schedules of improvements issued by the Company.

3. Applicants must be married men and prepared to enter, with their families, into occupation within six months from date of purchase.

4. Applicants must have sufficient cash capital to enable them to pay their first instalment of one-tenth (1-10) of the purchase price of the land and improvements, and also to maintain their families for one year from date of going into occupation, also sufficient capital to obtain possession of the necessary agricultural implements, horses and at least three (3) milch cows.

**TERMS OF PAYMENT FOR THE SALE
OF LAND FOR SETTLEMENT.
PLANS "A", "B", AND "C".**

1. Terms of payment are one-tenth (1-10) of the purchase price (including improvements or Loan, if any,) to be paid at time final application is made.

2. At the end of the first year interest for one year at six per cent. (6%).
At the end of the second year interest for one year at six per cent. (6%).
At the end of the third year interest for one year at six per cent. (6%).

No payments on account of principal will be required to be made during the first three years of occupancy.

3. The balance of the purchase price will be divided into sixteen annual instalments; first instalment will be due and payable at expiration of fourth year of occupation with interest at six per cent. (6%) and annually thereafter.

4. Provided satisfactory evidence by Statutory declaration of the occupation and improvement of the lands in compliance with the settlement requirements as set forth in Plans "A", "B", and "C" is submitted to the Company, at the end of the first and second years from date of Contract, the Company will reduce the rate of interest from six to two per cent. during these two years only.

Where lands are purchased by settlers already in occupation of farm lands desiring to increase their holdings, the terms under Settlement Conditions will apply, but the reduction of interest will not be granted.

SALE OF LAND—NON SETTLEMENT

Lands adjacent to the Main Line of the Grand Trunk Pacific Railway and the Canadian Northern Railway may be sold with or without settlement conditions as purchaser may desire.

Terms for sale of these lands without settlement conditions are:

At time final Application is made one-tenth (1-10) of purchase price to be paid, balance in nine equal annual instalments with interest at 6% per annum.

No restrictions as to the area that may be sold any single purchaser.

Terms for sale of these lands with settlement conditions are the same as the "Terms of payment for the Sale of Land with Settlement conditions, Plans "A", "B", and "C".

SALE OF IRRIGABLE LAND IN WESTERN SECTION OF IRRIGATION BLOCK

1. Irrigable land in the Western Section will be sold under any of the three foregoing plans: "A", "B", and "C", subject to the following regulations:

2. Irrigable land is, in addition to the requirements of the particular plan as above mentioned, subject to the following special regulations:

3. Irrigable Land will be sold in areas of not less than eighty (80) acres. Smaller areas of irrigable land may, however, be sold in village colonies or in conjunction

with non-irrigable areas, or where quarter-sections are made fractional by roads or streams.

4. Irrigable land will be sold from maps showing the location of distributing ditches to supply water for the irrigation of each quarter section and from lists, which will be supplied from time to time by the Company, showing the area of irrigable land in each quarter-section.

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

6. 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.

7. 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 in accordance with these regulations. 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 Interior for the Dominion of Canada, and must be executed by the purchaser when the Contract for the purchase of land is signed. Purchasers will have free use of water for one year from date of contract. The water rental will commence and first payment become due on the first day of January or the first day of July next following the completion of one year from the date of contract.

8. The Final Water Agreement will be in form approved by the Minister of 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,, but the cost of such registration must be paid by the purchaser when completing the purchase price under the contract.

9. In addition to the reservation mentioned in paragraph 4 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 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.

SALE OF IRRIGABLE LANDS IN THE EASTERN BLOCK OF THE IRRI- GATION BLOCK

1. 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.

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.

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

Purchasers will have free use of water for one year from date of contract.

The water rental will commence and first payment become due on the first day of January or the first day of July next following the completion of one year from date of contract.

2. All other terms and conditions to be the same as govern the "Sale of Lands in the Western Section of Irrigation Block."

LANDS IN ALBERTA RAILWAY AND IRRIGATION COMPANY'S TRACT

1. Lands in this tract will be sold on any one of the three foregoing plans "A", "B", and "C", subject to the following special regulations:

2. Terms of payment for these lands will be the same as for lands in the Western Section of the Irrigation Block.

3. All lands will be sold on the ordinary forms of land contract, whether irrigable or non-irrigable.

4. 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.

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

6. 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.

7. Purchasers will have free use of water for one year from date of contract. Water rental will commence and the first payment become due on the 1st day of May following the completion of one year from date of Contract.

8. The purchaser, at his own expense, provides 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.

9. The Company's liability in respect to the supply of water shall be confined and limited to the construction and maintenance of its main and secondary canals and to the delivery of water to the distributary gates of its canals.

10. The annual rental to be paid for the supply of water will be at the rate of \$150 (one hundred and fifty dollars) per annum for each cubic foot of water to which the purchaser is entitled, and will be payable in advance on the first day of May of each year.

11. Land will be sold from maps of the Irrigation Districts, showing the district distributary canals and the gates from which the Company will deliver water to the purchaser.

ALLAN CAMERON,
General Superintendent of Lands.

P. L. NAISMITH,
Manager.

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