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CANADA LIFE BUILDING
46 KING STREET WEST.

TORONTO,
Sept. 14th, 1910.

James. Goldie, Esq.,
Rainbow Ranch,
Okanagan Centre,
B. C.

Dear Mr. Goldie, Re Rainbow Ranch Irrigation Agreement

I have gone over the irrigation agreement in this matter and have made certain modifications along the lines discussed between us and have forwarded the agreement as revised to Mr. Billings for his perusal and approval as in all these irrigation matters we desire the benefit of his advice, with request that after he has looked over and approved same to forward direct to you for your consideration.

Before leaving I had the opportunity of discussing with Mr. Warren and also with Mr. Billings the clauses of our agreement in which you suggested certain modifications and I will deal with them in order.

Clause 6. We cannot see our way clear to consent to any modification of this clause. This is similar in principle to that required by all Irrigation Companies in the Valley and is absolutely necessary for the protection of the Irrigation Company.

Paragraph 7. While in the agreements between Maddock Bros. and Mr. McAllister the right of way was defined, yet it does not necessarily follow that when we come to put in the high level pipe that exactly the line there proposed would necessarily be the best, either in your interests or in ours. It appears to us, therefore, that if we

insert in Paragraph 7 between the words "a" and "right of way" the word "convenient"; this implies something convenient both to your Company and to us and with this limitation the Clause would reasonably protect you. Our only desire is to get a way that is reasonably suitable for the purpose of conveying water.

Paragraph 7. It might be held that Paragraph 7 is limited to the lands specifically described in the first part of the agreement. It will, therefore, be necessary for the purpose of certainty to attach a schedule describing all the lands which might be affected by the right of way.

With reference to Paragraph 8, on further consideration it does not appear that any change in this will be necessary. As it standsat present we think you would be entitled to permit any purchaser from you to use on any part of the 200 acres he purchased such water as you would otherwise be entitled to use on this same land and you would be entitled to charge him for the use. In other words, once you take delivery of the water from us and pay us therefor we are not concerned what particular person uses it on the 200 acres so long as it is used in accordance with the terms of the agreement.

Paragraph 16. I have suggested to Mr. Billings that this Clause should be modified by inserting after the word "Company" in the second line the words "in respect of the lands hereinbefore described" and by adding to this Clause the words "other than the records now held by the User".

As to Paragraph 18. I discussed this at length both with

J. G. 3.

Mr. Warren and Mr. Billings and I am advised by Mr. Billings that a Clause similar to this is insisted on by the Coldstream and other people throughout the Valley even in dealing with such large users as the Belgian Syndicate, and the Belgian Syndicate insists on such a Clause when dealing with purchasers of substantial blocks of land. Under the circumstances we cannot see our way clear to depart from this Clause.

You will no doubt hear from Messrs. Billings & Cochrane in the course of a few days.

Yours truly,

N.W. Rowell

NWR.EG.

Encl.

P.S. - Mr. E. R. Wood is out of the City at present. Upon his return I will make enquiry with reference to the matter you mentioned.

NWR