

2013.579.03.03

JAMES J. WARREN
PRESIDENT

GEORGE WILKIE
VICE-PRES.

W. J. GIBBONS
MANAGER

The Okanagan Valley Land Company, Limited

Okanagan Centre, B.C., October 7, 1924.

The Okanagan Centre Irrigation and Power Co., Ltd.,
Okanagan Centre, B. C.

Dear Sirs:

Please refer to File 42136.

A complaint respecting the supply of water by yourselves and matters relative thereto has been made to this Board by Messrs. Norris and McWilliams, on behalf of a number of your water users. The complainants make the following allegations:

- (1) That the Company's printed water agreement in respect of the original delivery of water and the new agreement are unjust, unreasonable, unduly restrictive, arbitrary, discriminatory and in violation of law.
- (2) That the Company has no status under the Water Act to deliver water.
- (3) That the Okanagan Centre Irrigation and Power Company and the Okanagan Valley Land Company, Limited, to which the former Company is subsidiary are, as it appears by their own balance sheets, in extremely shaky financial condition, have made no provision for depreciation fund and for the upkeep of the works and the Users feel that the Company may not be in a position to fulfill its obligations.
- (4) That the Irrigation Company is delivering water to lands of the Land Company to which the Licence is not appurtenant. On this point the Users will object to any transfer of appurtenancy of the licence to these lands.
- (5) That the Company had not fulfilled its agreement with regard to the delivery of water.
- (6) That land has been sold by the Land Company as irrigated land and the Company has since refused to deliver water to the land or construct the works necessary for the same.

Riley # 312 following.

Shank

2013.57.9.03.03

JAMES J. WARREN
PRESIDENT

GEORGE WILKIE
VICE-PRES.

J. E. LOGIE
W. J. GIBBONS
MANAGER

The Okanagan Valley Land Company, Limited

Okanagan Centre, B.C.,

O.C.I. & P.Co.

- X (7) That the rates charged exceed what is just and reasonable.
- (8) That the quantity of water to be delivered by virtue of its agreements is unreasonably restricted.
- (9) That the Company has entered into agreements to furnish and deliver more water than it has ability to furnish or deliver.
- (10) That the Company has not obtained authority to deliver domestic water and that the charges made for delivery of such domestic water are discriminatory.
- (11) That the Company is wasting the water appurtenant to the lands of the Users.
- (12) That no formal agreement has been made respecting the delivery of domestic water, which is being delivered.
- (13) That the system of the Company has not sufficient capacity to deliver all the water appurtenant to the lands of the Users which water is necessary for the proper irrigation of the crops of the Users.
- (14) Also other grounds.

The Users would ask that the Board of Investigation consider the above points and make an order affording them relief in respect of the same. They especially ask that on any hearing that may be held the Board should make an order declaring that the licenses and works by virtue of and through which the water is delivered are and always have been appurtenant to the lands covered by the licences and a proportionate interest in the same is owned by the Users in proportion to the acreage held by them.

The Board has authority under subsection (5) of section 288 of the Water Act to hear and deal with a complaint of ~~this~~ this nature and it proposes to hold a meeting at Winfield within the next three months at which it will hear the evidence adduced by the water users and yourselves touching the matters set out in the said complaint. You will be advised later as to the date of the hearing.

Yours very truly,

(signed) E. A. Cleveland.