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ADAIR RANCHING COMPANY LIMITED

-- and --

JOHN GOSSEN.

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AGREEMENT

ARCHER & STANLEY
 Barristers & Solicitors
 Wembley _____ Alberta.

THIS AGREEMENT made in duplicate the 1st day of August, A.D.
1930.

BETWEEN:

ADAIR RANCHING COMPANY LIMITED,
a body corporate duly incorporated
under the laws of the Province of
Alberta, (hereinafter called the
"VENDOR",

Of the First Part.

and -

JOHN GOSSEN, of the Village of
Wembley, in the Province of Alberta,
Farmer, (hereinafter called the
"PURCHASER",

Of the Second part.

Recital
clauses

1. WHEREAS by an Agreement in writing dated the 1st day of
March, A.D. 1926, the party of the First part agreed to sell to
Cornelius Toews, Gerhard Jacob Weins, Jacob Epp, John Gossen,
Abraham Funk, Abraham Kathler, Abraham Friesen, Jacob Franz,
Jacob Berg, Henry Sukkau, Jacob D. Nickel, Herman Wall, John
Goerzen, Peter Friesen and A. Regier, and the Purchasers agreed
to purchase all and singular those certain parcels or tracts of
land and premises lying and being in the Province of Alberta,
and being composed of the North Half and South West quarter of
Section Three (3), all of Section Four (4), all of Section Five
(5), the North Half and South East Quarter of Section Six (6),
all of Section Eight (8), the South Half of Section Nine (9),
all in Township Seventy-three (73), Range Eight (8), West of the
Sixth Meridian, and the East Half of Section Thirty-two (32),
in Township Seventy-two (72), Range Eight (8), West of the Sixth

Legal
descrip-
tion.

Meridian, excepting all coal mines and minerals, Containing 3520 acres, more or less

2. AND WHEREAS during the year 1926 the said Jacob D. Nickel Peter Friesen and Abraham Regier assigned all their right, title and interest in the said lands to Cornelius Towns, Gerhard Jacob Weins, Jacob Epp, John Gossen, Abraham Funk, Abraham Kathler, Abraham Friesen, Jacob Franz, Jacob Berg, Henry Sukkau, Herman Wall, John Goerzen and gave up possession of the said lands to the said parties.

3. AND WHEREAS during the year 1927 there was a division made of the said property, whereby each party agreed to farm a certain specified tract of land with the object of obtaining title to same in his own name when the purchase price had been paid in full.

4. AND WHEREAS the said Purchasers are desirous that the contract dated the 1st day of March, A.D. 1926 be delivered up to be cancelled and a new agreement entered into covering the division of the land among the respective purchasers in accordance with a written agreement made between the said Purchasers on the 2nd day of December, A.D. 1927.

5. AND WHEREAS pursuant to the said agreement, dated the 2nd day of December, A.D. 1927, it was agreed that the party of the Second part be allotted as part of his parcel or tract of land the South East Quarter of Section Four (4), Township Seventy-three (73), Range Eight (8), West of the Sixth Meridian, and all that (farm subject to a road on the north boundary for (machinery and vehicles

portion of the ~~South West quarter~~ ^{Half} of Section Four (4), Township Seventy-three (73), Range Eight (8), West of the Sixth Meridian, described as follows: Commencing at a point on the south boundary of the South West quarter of Section Four (4), a distance of one hundred and six and two-thirds ($106 \frac{2}{3}$) rods from the south west corner of the South West Quarter of Section Four (4), thence in a northerly direction and parallel to the west boundary of the West half of Section Four (4), a distance of two hundred and forty (240) rods, thence in an easterly direction and parallel to the south boundary of the said West half of Section Four (4), a distance of fifty-three and one-third ($53 \frac{1}{3}$) rods to a point in the east boundary of the West half of Section Four (4), thence southerly along the east boundary of the West half of Section Four (4) to the south east corner of the said West half of Section four (4), thence westerly along the ~~south~~ boundary of the West half of section four (4), to the point of commencement, containing two hundred and forty (240) acres more or less, subject to a road on the north boundary of the South West quarter of Section four (4), for farm machinery and vehicles.

Consider-
ation

6. NOW THIS AGREEMENT WITNESSETH: that in consideration of the mutual covenants, conditions and stipulations herein contained and the payment to be made by the Purchaser as hereinafter specified, the strict performance of each and every of the said covenants, conditions and stipulations, as well as the making by the Purchaser of the said payments being hereby expressly declared conditions precedent and of the essence of the agreement the Vendor shall and doth hereby agree to sell to the Purchaser

and the Purchaser shall and doth hereby agree to purchase from the Vendor the lands and premises hereinafter described, that is to say: the South East quarter of Section four (4), Township Seventy-three (73), Range Eight (8), West of the Sixth Meridian, subject to a road ^{for farm machinery and vehicles} on the north boundary, and all that portion of the ~~South West Quarter~~ ^{Half} of Section Four (4), Township Seventy-three (73), Range Eight (8), West of the Sixth Meridian, described as follows: Commencing at a point on the south boundary of the south west quarter of Section Four (4), a distance of one hundred and ~~six~~ and two-thirds ($106 \frac{2}{3}$) rods from the south west corner of the South West Quarter of Section Four (4), thence in a northerly direction and parallel to the west boundary of the West half of Section Four (4), a distance of two hundred and forty (240) rods, thence in an easterly direction and parallel to the south boundary of the said West half of Section four (4), a distance of fifty-three and one-third ($53 \frac{1}{3}$) rods to a point in the east boundary of the West half of Section Four (4), thence southerly along the east boundary of the west half of Section four (4) to the south east corner of the said west half of Section four (4), thence westerly along the south boundary of the West half of Section four (4), to the point of commencement, containing two hundred and forty (240) acres more or less, subject to a road on the north boundary of the South West quarter of Section four (4). ^{for farm machinery and vehicles} Reserving unto His Majesty all mines and minerals, at and for the price or sum of Five Thousand and Forty $\frac{44}{100}$ ----- Dollars, payable as follows: by crop payments in annual instalments at the time and in the manner hereinafter specified.

Interest.

7. The Purchaser covenants to pay interest on the said sum

of \$ 5040.44 and the balance of the said sum as remains due or unpaid from time to time and on all sums paid and costs, charges and expenses incurred by the Vendor under any of the provisions of this agreement at the rate of six (6) per cent per annum from the 1st day of August, A.D. 1930, and to be payable on the 31st day of December in each and every year, the first payment to be made on or before the 31st day of December, A.D. 1930, until the full amount of the said purchase price has been fully paid and satisfied.

Terms of
payment

8. The said sum of \$ 5040.44 is to be paid in the following manner, namely: by the Purchaser delivering to the Vendor the one-half ($\frac{1}{2}$) share or portion of the whole crop of grain of the different kinds and qualities which shall be grown upon the said above described lands in each and every year during the said term after the year 1929 without any deduction, defalcation or abatement whatsoever, except as hereinafter set out until the net sum realized by the Vendor on the sale of their share or portion of such crops shall fully pay and satisfy the said purchase price or the balance thereof from time to time remaining due, together with interest as aforesaid, it being agreed that said share or portion of said crops to be delivered by the Purchaser to the Vendor as aforesaid shall be delivered by the Purchaser from the Threshing machine or granaries free from expense, to and in the name of the VENDOR, at an elevator or the nearest shipping point aforesaid, and if such delivery be made at an elevator or in cars aforesaid, the same shall be made by having the grain tickets and receipts or Bills of lading made

out in favour of the Vendor and delivering the same to the Vendor or his Agent. The proceeds of the sale of the Vendor's said share or portion of said crops shall be applied by the Vendor on the amount from time to time remaining due under this agreement, first on account of interest, and the balance if any in reduction of the unpaid principal of the said purchase price, IT BEING UNDERSTOOD AND AGREED that all sums not then paid under this agreement shall in any event become due and payable in cash on or before the 1st day of December, A.D. 1941.

Summer-fallow 9. And the Purchaser further agrees to summer-fallow at least one-third ($1/3$) of the acreage of the land under cultivation in each and every year during the term herein, and keep the same in a proper state of cultivation during the season.

Threshing 10. The Purchaser further covenants and agrees that he will at his own expense properly care for harvest and thresh the crops to be sown on the lands herein above described in each year, each years crop to be threshed not later than the 31st day of December during the currency of the year in which it is grown.

Notice of threshing 11. The Purchaser further covenants and agrees that he will give the Vendor a reasonable notice in writing at the time when he will thresh any crop grown on said above described lands, and similar notice prior to delivering as aforesaid of the Vendor's share of the crop to the elevators or shipping point.

Statement of threshing 12. And the Purchaser further covenants and agrees that he will furnish to the Vendor immediately after the grain or any part

thereof is threshed a certificate to be executed by the owner or manager of the threshing machine which threshes such grain, showing in detail the date when such was threshed and the number of bushels of the different kinds of grain threshed and that the charges for threshing such grain have been paid in full.

Weeds.

13. The Purchaser further covenants and agrees to carefully watch for and at his own expense to kill and destroy all noxious weeds now growing or which may grow upon said above described lands during the term of this agreement and particularly, but in no wise limiting the foregoing, to pull and burn all mustard plants wherever and whenever they may be discovered, and to kill and destroy all thistles before the same have gone to seed, or, if by oversight any such thistles have gone to seed, whether such seed is ripe or not, to remove all such plants from their place of growth and burn them without scattering the seed.

Taxes

14. The Purchaser further covenants and agrees to assume and pay and indemnify the Vendor against the payment of all liens, taxes, rates and assessments, wherewith the said above described lands may be rated and charged from and after the first day of January, A.D. 1926 and will on or before the 15th day of December in each year of the term of this agreement produce and leave with the Vendor a receipt or receipts for the payment of all liens, rates taxes or assessments upon the said lands for the current year. AND that in default of their doing so, the Vendor may pay any such liens, rates, taxes or assessments, and in case such payment or payments is or are made by the Vendor the amount or amounts so paid, together

with all costs and expenses incurred in connection therewith as between solicitor and client shall be deemed to be secured hereby and charged upon the said lands and shall without demand therefor be payable with interest at the rate hereinbefore provided to be paid on said purchase price.

Insurance 15. The Purchaser further covenants and agrees to forthwith insure and during the currency of this agreement keep insured against loss or damage by fire each and every building on said above described lands in the sum of the full insurable value thereof in some insurance office to be approved of by the Vendor, and will not do or suffer anything whereby the said policies may be vitiated and will pay all the premiums and sums of money necessary for such purpose as the same shall become due, and will assign and deliver over unto the said Vendor the policy or policies of insurance, receipt or receipts thereto appertaining, and if the Purchaser shall neglect to keep said buildings or any of them insured as aforesaid, or pay the said premiums, or deliver such receipts, then it shall be lawful for the Vendor to insure the ~~said~~ buildings in manner aforesaid and all moneys expended by the Vendor with interest at the rate aforesaid, computed from the time or times of advancing the same, shall be paid by the Purchaser to the Vendor on demand, AND that all moneys received by virtue of any policy or policies may at the option of the Vendor be either forthwith applied in or towards substantially rebuilding, reinstating and repairing the said buildings or in or towards the payment of the balance of the principal of the said purchase price then remaining unpaid; and in case of a surplus then in or towards payment of the interest.

Evidence of the renewal of such insurance shall be produced to the Vendor at least ten (10) days before the insurance existing shall expire, otherwise the Vendor may insure as hereinbefore provided.

Proof of Loss. 16. And the Purchaser further agrees that on the happening of any loss or damage by fire or by hail he will at his own expense furnish all the necessary proofs and do all necessary acts to enable the Vendor to obtain payment of the insurance money.

Encumbrances 17. The Vendor covenants with the Purchaser that there are no liens, or encumbrances affecting the said lands herein agreed to be purchased excepting certain mortgages and Agreements for Sale in favour of the Credit Foncier, John H. Dohwling, Commercial Trust Company, John Read and Benjamin F. Hall, amounting in all to approximately Twenty-nine Thousand (\$29,000.00) Dollars as of March 1st, 1926, covering all of the said lands, which said mortgages and Agreements for Sale the Vendor agrees and covenants with the Purchaser that he will pay as required by the terms and conditions therein contained. IT IS AGREED AND PROVIDED between the parties hereto that the Purchaser may without releasing the Vendor from any of his liability in respect thereof, if default is made by the Vendor in respect of the said mortgage, in lieu of payment direct to the Vendor the Purchaser may pay a sufficient amount to the Mortgagees or their Assigns to keep the mortgages and Agreements for Sale in good standing, which payment so made shall be applied upon the purchase price of the land agreed to be purchased in accordance with the provisions of paragraph Eighteen (18) of this Agreement.

Application 18. The Vendor's share of the crop so delivered under the of moneys.

provisions hereof by the Purchaser to the Vendor shall be sold by the Vendor and the proceeds thereof when and as received shall be applied as hereinafter set out, full records of which shall be available to the Purchaser or their representatives, such proceeds to be applied as follows:

1. In payment of the interest payable hereunder in that year;
2. In payment of arrears of any kind payable hereunder;
3. The balance on account of the purchase money owing under this Agreement.

Default.

19. The Purchaser further agrees that in the event of default being made in payment of any sum hereinbefore mentioned, or in the event of default being made in the payment of any crop payment, or in any cultivation, or insurance conditions herein mentioned, the whole purchase money at the option of the Vendor with notice shall immediately become due and payable in cash; AND ALSO that the crop payments hereinbefore mentioned shall become due and payable by the Purchaser on the day in each year during the term of this agreement on which the Purchaser commences to thresh his crop and that no sum is to be credited by the Vendor in reduction of either interest or purchase money until the date or dates on which they actually personally receive the net proceeds from the sale of the grain received by them by way of crop payments. PROVIDED HOWEVER, that if such default be remedied within fifteen (15) days after such notice thereof is given to the Purchaser, the Purchaser will be relieved of such penalty and the Agreement shall be construed as if no default has been made thereunder.

Possession. 20. The Purchaser is now in peaceful possession of the above described lands.

Conveyance. 21. The Vendor further covenants and agrees that on the Purchaser paying the said purchase price with interest as aforesaid in the manner as aforesaid, to Convey and Assure or cause to be conveyed and assured to the Purchaser the said above described lands and premises with the appurtenances as aforesaid by a transfer under "The Land Titles Act", subject to the conditions, and reservations contained in the original grant from the Crown, which transfer shall be prepared by the Vendor's solicitor at the expense of the Vendor.

Landlord and Tenant 22. IT IS FURTHER AGREED between the parties hereto that during the currency hereof the Purchaser shall hold the said above described lands as tenant to the Vendor from the date of execution hereof, at a yearly rental of one-half ($\frac{1}{2}$) share of the crop grown upon the said above described lands, delivered as aforesaid, applicable in satisfaction of the principal and interest as herein provided, the legal relation of landlord and tenant being hereby constituted between the Vendor and Purchaser; PROVIDED that if any of the goods and chattels of the Purchaser or his approved Assignee shall be at any time seized under any mortgage, lien or agreement, or be seized or be taken in execution or in attachment of any creditor of the Purchaser or such Assignee, or if the Purchaser or such Assignee shall made any assignment for the benefit of Creditors or become bankrupt or insolvent and shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall

issue against the goods and chattels of the Purchaser or such Assignee out of any Court, the then current year's rent shall immediately become due and payable without notice; AND IT IS FURTHER AGREED that should the Vendor become entitled to exercise his right of distress incident to the tenancy hereby created, the Purchaser hereby expressly waives the levying of such distress on all irregularities, whether as to time, place, or manner or otherwise.

Notices by Mail. 23. Any notice required to be given to the Purchaser under

the terms of the agreement shall be deemed properly and sufficiently given, and shall in all respects be valid and affective if sent to the Purchaser by prepaid registered post addressed as follows: addressed to the Purchaser, at Wembley, Alberta, and such notice shall be deemed to have been delivered to the Purchaser Fifteen (15) days after the date the same is posted as aforesaid at any Government Post Office in the Dominion of Canada.

Records in English. 24. The Purchaser further agrees to keep a full record of

all transactions in the English language in connection with the farm operations, which records shall be open for the inspection of the Vendor at all reasonable times.

Partial crop failure. 25. In the event of the market value as at November 15th

in each year, or if such date is Sunday or a legal holiday, the next following or juridical date of all matured crops of grain grown upon the said land to which the Vendor is entitled to a share in and by virtue of this Agreement being of an average value of Ten (\$10.00) Dollars or less per acres excepting therefrom the inter-

tilled crops grown thereon in lieu of summer-fallow and of course excepting land under summer-fallow, the Vendor agrees with the Purchaser that the Purchaser may retain out of the grain crops grown upon the said land sufficient seed to seed the land for the following year and a sufficient amount to pay the taxes due in that year, and the balance of the said crop shall be marketed as provided for in paragraph eight (8) hereof.

Crop failure 25a. In the event of the market value as at November 15th in each year, or if such date is Sunday or a legal holiday, the next following or juridical date of all matured crops of grain grown upon the land to which the Vendor is entitled to a share in and by virtue of this Agreement, being of an average value of Six (\$6.00) Dollars or less per acre excepting therefrom the inter-tilled crops grown thereon in lieu of summer-fallow and of course excepting land under summer-fallow, the Vendor agrees that there shall be considered a crop failure and no payments under this agreement shall be made to the Vendor, and in this event after each such year that there is a crop failure as herein defined, the final payment shall be extended for an additional year and all payments payable from the Purchaser to the Vendor under this agreement shall be so extended.

Clean seed. 26. And it is further agreed that the Purchaser will use only clean seed, free from all noxious weeds, and with a germination test of at least seventy-five (75) per cent. The Purchaser further agrees to keep the fences in a good state of repair.

Taxes first charge. 27.. And it is further agreed that the taxes for the current charge.

year shall be a first charge against the Purchaser's share of the crop of the same year, and the Purchaser agrees to pay the taxes levied for all purposes out of the first proceeds from the sale of his share of that year's grain or from other sources and to produce tax receipts to the Vendor on or before the 15th day of December in each year for that years taxes.

Green feed. 28. AND IT IS FURTHER AGREED that the Purchaser may use any grain unfit for market purposes for feed or may be disposed of by them with the written consent of the Vendor in any event.

Pool 28. And the Purchaser further agrees to market the whole of the grain through the Co-operative Wheat Pool Organization of the Province of Alberta, or its successors or assigns.

Cultivation. 30. The Purchaser further agrees to keep new breaking and summerfallow in a proper state of cultivation after ploughing during the growing season, to prevent weeds from growing and to conserve moisture.

Vary cove-
nants. 31. It is understood and agreed that the waiver by the Vendor of the strict performance of any condition, covenant or agreement hereof shall not of itself constitute a waiver of or abrogate such conditions, covenant or agreement nor be a waiver of any subsequent breach of the same or any other condition, covenant or agreement.

Continuation
of contract 32. It is further agreed that time is to be considered the essence of this agreement, and that all the covenants and agreements

herein contained on the part of the Purchaser shall be binding upon their executors, administrators and approved assigns, and shall emure to the benefit of the Vendor, their executors, administrators and assigns and in case there are two or more purchasers, the covenants herein contained on their part shall be deemed to be joint and several; and wherever the singular or the masculine is used throughout this agreement the same shall be construed as meaning the plural or the feminine or a body corporate where the context or parties so require.

Assignment. 33. No assignment of this Agreement shall be valid unless the same shall be for the entire interest of the Purchaser ~~or~~ and ~~the~~ shall be approved and countersigned by the Vendor; and no Agreement or conditions, or relations between the Purchaser or his Assignees or any other person acquiring title or interest from or through the Purchaser shall preclude the Vendor from his right to convey the premises to the said Purchaser on the payment of the unpaid portion of the purchase money which may be due hereunder, unless such assignment be approved and countersigned by the Vendor as aforesaid, and these conditions shall not in any way be affected or changed by the Vendor receiving payment of any portion of such purchase money from any assignee or assignees not approved of as aforesaid.

Payment at anytime. 34. It is further agreed that the Purchaser shall have the privilege of paying the whole or any part of the unpaid purchase price at any time previous to such becoming due, on paying all principal moneys, interest and arrears, if any, to the date of such

payment without giving any notice or bonus, provided, however, that any sum or sums paid by the Purchaser shall be applied on this Agreement.

Rebate.

35. IT IS FURTHER AGREED between the parties hereto that if on or before the 1st day of December, A.D. 1931, the said Purchaser pays to the said Vendor the total purchase price as stated in paragraph six (6) hereof, together with all advances, accrued interest, taxes, etc. to date of such payment, in that event the said Vendor shall refund to the said Purchaser by way of discount an amount equal to ten (10) per cent of the purchase price of the said land as stated in paragraph six (6) hereof. The said Vendor further agrees that after December 1st, 1930, he will allow as discount for prepayment an amount equal to one (1) per cent, of the purchase price of the said land for every year the contract still has to run after said prepayment has been made. That is to say, if paid on or before December 1st, 1931, the discount shall be 9%; if on or before December 1st, 1932 8%; 1933 7%; 1934 6%; 1935 5%; 1936 4%; 1937 3%; 1938 2%; 1939 1%, but no discount shall be allowed if the contract is not fully liquidated on or before December, 1st, 1940.

36. All the terms and conditions of this Agreement are subject to the terms, conditions and provisos of a certain Agreement in writing dated the 22nd day of November A.D. 1930. of even date hereof and executed by the Purchaser as a consideration for the Vendor entering into this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals. this 8th day of January, A.D. 1931.

SIGNED, SEALED AND DELIVERED
in the presence of

Margaret C. Miller.

ADAIR RANCHING COMPANY LIMITED.
Per Alvetha

PRESIDENT

John Gassen

35 A. And it is further agreed that the purchaser will not undertake, assume or enter into any further obligations, either as additional or collateral security to their existing indebtedness, or enter into any new obligations of any kind whatsoever covering real or personal property or both where the said obligations or indebtedness shall amount to \$200.00 or over, or where the instalments of said payments or obligations amount to in all \$200.00 or over, without first securing the consent and approval in writing of the Vendor herein.

Assn  *DeWitt*