

Agreement for Sale of Land

THIS AGREEMENT made this fourteenth day of January 1920

BETWEEN:

HIS MAJESTY THE KING in the right of Canada as represented by

The Soldier Settlement Board (hereinafter called "the Board") and

CHARLES MULHOLLAND COSTER

of Post Office of

OTTAWA,

in the Province of (hereinafter called "the Purchaser")

WITNESSETH that the Board agrees to sell and the Purchaser agrees to purchase of and from the Board that certain portion or tract of land situate lying and being in the Province of in the Dominion of Canada and being more particularly known and described as follows, that is to say:—

The North half of the south half of the North half of Lot Number Seven in the Twelfth Concession of the Township of Townsend in the County of Simcoe—

containing acres,

more or less, subject to reservations hereinafter mentioned and excepted, for the sum of Dollars,

upon and subject to the terms, conditions and stipulations herein contained, and the payment 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 the essence of this agreement.

1. The Purchaser covenants and agrees with the Board that he will pay to the Board the said purchase price as follows that is to say the sum of Dollars at the time of

execution of these presents and the balance of said purchase price, being the sum of Dollars with interest

thereon at the rate of five per centum per annum, in equal, consecutive

annual instalments of dollars

each consisting of principal and interest, such interest being calculated yearly, not in advance which instalments are sufficient on an amortization plan to repay the principal and interest thereon, or on so much thereof as shall from time to time remain unpaid at the said rate which is calculated as aforesaid, such

payments to be made on the first day of in each and every of the years A.D.

19..... to A.D. 19..... both inclusive, which completes the payment in full of the said principal moneys and interest. All payments shall be made by the Purchaser to the Board at the office of The Soldier Settlement Board of Canada at Ottawa, or at the office of The Soldier Settlement Board of Canada for the District within which the land is situate.

2. The Purchaser covenants and agrees with the Board that he will pay to the Board at the place hereinbefore agreed upon for payment of the purchase price on the first day of next following the execution of these presents that is to say A.D. 19..... the sum of dollars being interest at

the rate of five per centum per annum on the said unpaid portion of the said purchase price from the date

hereof until such last mentioned first day of.....November 1920-..... and it is agreed that the provisions of clause thirteen of this agreement shall not apply to such last mentioned payment of interest until after the date herein set for payment of the first instalment under the amortization plan as set forth in Clause One hereof.

3. The Purchaser immediately upon the execution of this agreement shall have the right of possession of the said land and he agrees within.....two.....months from the date of execution of this agreement to enter into occupation of the said land, and to reside with his family during the continuance of this agreement on the said land.

4. The Purchaser agrees that he will in a good and husbandlike manner in each and every farming season during the continuance of this agreement, break, cultivate, seed and crop the said land, or such portion thereof, as may from time to time be expedient in good farming operation of the said land.

5. The Purchaser agrees 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 land and sold or disposed of by him, such accounts to be kept in books furnished from time to time for that purpose by the Board, which shall at all times be open to the inspection of an Agricultural Inspector or other duly authorized officer of the Board.

6. The Purchaser agrees that in the farming operations on the said land and the care of all live stock, poultry, equipment, and all other articles thereon and in the sale or disposal of all crops and produce of all kinds, he will be guided by the advice of the Agricultural Inspector, or other duly authorized officer of the Board. It is further agreed between the Purchaser and the Board that if Purchaser neglects to be so guided, and it is deemed by the Board that without such guidance the Purchaser will be unable successfully to operate the said land and his management thereof is likely to prove unsuccessful, the Board may by notice served on the Purchaser (such notice to be deemed duly given if delivered to the Purchaser or mailed in any post office by registered mail addressed to the Purchaser at the Post Office above set out or appearing below the Purchaser's signature hereon or at his last known address to the Board) so advise the purchaser and thereupon the farming operations on the said land and the care of all live stock, poultry, equipment, and other articles 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 suggestions, advice and approval of the Agricultural Inspector or other duly authorized officer of the Board, and the Purchaser agrees at all times to afford such Inspector or officer full and free access to all portions of the said lands and the improvements thereon, and to all live stock, poultry, implements, etc., and furnish to such Inspector or officer such information as he may require regarding the condition of all live stock, poultry, implements, etc., and the sale and disposal of crops and produce therefrom.

7. The Purchaser agrees that any amounts owing by him to the Board for stock, equipment, and other articles purchased from the Board, or any advances now made or which may hereafter be made to him by the Board to provide for, or for application to permanent improvements or otherwise or any indebtedness at any time owing by him to the Board shall be a charge on the said land until the total amount of such indebtedness, together with accrued interest has been paid in full.

8. The Purchaser agrees with the Board that he will forthwith insure and during the continuance of this agreement will keep insured against loss or damage by fire each and every building which is now or may hereafter be erected on the said land to the extent of their insurable value in some insurance office to be approved by the Board and that he, the Purchaser, will not do or suffer anything whereby the said policy or policies may be vitiated, and will pay all premiums and sums of money necessary for such purpose as the same shall become due, and will assign and deliver over unto the Board the policy or policies of insurance or receipt or receipts thereto appertaining, and if the Purchaser shall neglect to keep the said buildings, or any of them insured as aforesaid, or pay the said premiums, or delay such receipts, then it shall be lawful for the Board to insure the said buildings in manner aforesaid and all moneys expended by the Board with interest at the rate aforesaid computed from time or times of advancing the same shall be repaid by the Purchaser to the Board on demand, and in the meantime the amount of such payment be added to the purchase price of the said land and shall bear interest at the rate aforesaid from the time of such payment, and shall be payable at the time appointed for the payment of the next instalment hereunder, and all such payments shall become a part of the purchase price of the said land and shall be a charge thereon and all purchaser's estate and interest therein. Evidence of the renewal of such insurance shall be produced to the Board at least three days before the insurance then existing shall expire, otherwise the Board may insure as above provided. It is hereby agreed that all moneys received by virtue of any policy or policies may in the option of the Board either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said premises or in or towards the payment of the last instalment falling due under and by virtue of this agreement, and in a case of a surplus in or towards the payment of the instalment next preceding in point of time of payment, and so on until the whole of the principal and interest thereunder shall be paid. And the Purchaser further agrees forthwith on the occurrence of such loss or damage by fire, to furnish at his own expense all the necessary proofs and do all the necessary acts to enable the Board to obtain payment of insurance moneys.

9. The Purchaser agrees that all improvements which are now or which may hereafter be placed on the said lands shall remain thereon and shall not be removed or destroyed during the continuance of this agreement, unless authority thereto has been secured from the Board in writing.

10. It is further agreed between the Board and the Purchaser that the Purchaser will pay all such rates, taxes and assessments as may be lawfully imposed upon the said land or the said improvements, and deliver the receipts to the Board prior to the 31st day of December of each year, and that the Board may insure the crops now and hereafter on the said lands for the amount of their full insurable value against loss or damage by hail and may at such time or times as the Board may deem necessary without the concurrence of any other person make such arrangements for the repairing, finishing, adding to, or putting in order any building or improvements on the said land and premises, and may pay any such taxes and rents, and any liens, charges, or incumbrances upon the said lands, or moneys for insurance, and the amount so paid or indebtedness incurred as aforesaid by the Board, together with all costs, charges and expenses between solicitor and client which may be incurred in the taking, recovering and keeping possession of said land, or inspecting same (including allowance for the time and service of any employee of the Board appointed for such purpose) and generally in any other proceedings taken to protect the Board's interest in the said land or realize the purchase price together with accrued interest, whether the proceedings taken prove abortive or not, shall become part of the purchase price hereinbefore referred to and shall be payable forthwith by the Purchaser, his heirs, executors, administrators, or assigns to the Board with interest aforesaid until paid.

11. The Purchaser agrees 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, except with the consent of the Board given in writing.

12. It is also agreed between the Purchaser and the Board that if the Purchaser makes any sale or agreement of sale, or lease of the said land or any part thereof, or any interest therein, without the express permission in writing of the Board to such sale or lease, or if the Purchaser fail to remain in actual and personal possession and occupation of the said land, or if he fail to cultivate the said land in a good husband-like manner during the continuance of this agreement, or fail to make prompt payment of any instalments hereinbefore mentioned when the same fall due, or fail to comply with any other conditions hereinbefore mentioned, the Board may, upon giving the Purchaser a thirty clear days' notice of intention to do so (such notice to be deemed duly given if mailed in any post office by registered mail addressed to the Purchaser at the Post Office above set out, or appearing below the Purchaser's signature hereon, or at his last address known to the Board) cancel this agreement without any formal re-entry or retaking, or and without resort to proceedings in equity or at law to rescind this agreement and the effect of such cancellation shall be to vest the said land in the Board absolutely free and discharged of all rights and claims of the Purchaser and of all persons claiming or entitled to claim through him for any estate in, or lien, charge, or encumbrance upon or against the said land and thereupon the Board may re-sell the said land, and if when the same is resold by the Board any surplus remains in the hands of the Board beyond the amount owing to the Board as balance of the sale price and interest thereon as hereinbefore provided, and expenses of taking over and re-selling the property, and other charges in favour of the Board which may have been created on the Purchaser's interest in the said land by reason of his having secured advances from the Board under the provisions of The Soldier Settlement Act, 1919, or any other legislation, or by reason of any other provision of this agreement, pay such surplus to the Purchaser, but if, instead, a deficiency arises, that deficiency shall be paid by the Purchaser to the Board, who shall have a right of action against the Purchaser therefor.

13. It is agreed between the Board and the Purchaser that in default of payment by the Purchaser of any instalments or interest or any portion of any instalment or interest hereinbefore mentioned when the same falls due. the Board may, by notice mailed in any Post Office and addressed to the Purchaser at the Post Office above set out or appearing below the purchaser's signature hereon, or at his last known address to the Board, demand immediate payment of all amounts overdue; and thereupon if payment is not made by the Purchaser as aforesaid within a period of time satisfactory to the Board, all instalments or interest in arrear, or any such portion thereof as the Board may decide, shall bear interest at the rate of seven per centum per annum from the time when such instalment or interest had become due until paid in full.

14. This agreement of sale is given and received under the provisions of The Soldier Settlement Act, 1919, and any amendments now made or which may hereafter be made thereto, and of any Soldier Settlement Act of Canada hereafter passed and of any regulations made or which may be made under any Soldier Settlement Act of Canada which can or may be applicable hereto, shall apply to and form a part hereof as if actually incorporated and embodied herein and the Board and the Purchaser shall be entitled to the benefits and privileges conferred and subject to the duties and liabilities imposed by the said Act and amendments thereto, or by any subsequent Act supplanting or supplementing the said Act or by any regulations made under such Act.

15. In consideration whereof, and on payment to the Board of the said sums of money and interest thereon punctually at the times fixed, and on performance of the conditions aforesaid, the Board agrees with the Purchaser to immediately thereupon convey to the Purchaser, in fee simple, the said land, free from all encumbrances, but subject to the reservations, limitations, provisions and conditions contained and expressed in the original grant from the Crown.

16. It is hereby expressly agreed between the parties hereto, that time shall be of the essence of this contract.

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IN WITNESS WHEREOF The Soldier Settlement Board of Canada hath caused to be hereunto affixed its corporate seal under the hand of its proper officer and the Purchaser hath hereunto set his hand and seal and designated the undernamed place as his post office address, on the day and year first above written.

Witness:

THE SOLDIER SETTLEMENT BOARD OF CANADA.

As to execution by the Board.

Commissioner.

As to execution by the Purchaser.

Signature of Purchaser.

Purchaser's Post Office Address.

AFFIDAVIT TO BE TAKEN BY WITNESS TO INSTRUMENT.

PROVINCE OF Ontario I, David Thomas Smith
COUNTY OF Norfolk of the City of Port Hope in
the County of Norfolk,
TO WIT: Province of Ontario (Occupation)

make oath and say as follows:—

1. THAT I was personally present and did see the within instrument and duplicate duly executed by CHARLES HIZMOLLAND CORRIE
(Full Name of Settler.)

one of the parties thereto.

2. THAT I know the said party.

3. THAT the same was executed at the City of Port Hope
in the Province aforesaid and that I am a subscribing witness to the said within instrument and duplicate.

SWORN before me at the Village
City of Port Hope
in the County of Norfolk
Province of Ontario
this 14th day of January 19 20

D. T. Smith

Wm J. J. 66448

Notary Public, Commissioner, etc.

The Soldier Settlement Board



CANADA

Agreement for Sale
of Land

Between

The Soldier Settlement Board

and

O. H. Corrie

Land H. half of the S. half of

the H. half Lot 7, Con. 12, Co.

Townsend-City, Simcoe

Province of Ontario

Dated Jan. 19 20

JOHN A. LEONARD.