

CONTRACT FOR SALE OF FARM IMPLEMENTS

Saskatchewan
SaskatchewanDate May 23, 1957

MORRISH & SNUSTEAD hereinafter called the Vendor, is hereby requested by the undersigned, hereinafter called the Purchaser, to ship or have available for delivery on or about the 1st day of May, 1957, or as soon thereafter as the Vendor can do so, but not later than the 30 day of May, 1957, to or at STRONGFIELD the Province of Saskatchewan, the following machinery with usual fixtures and extras hereby now agreed to be purchased, upon which the Purchaser agrees to pay all freight and charges thereon from

#11 15' Onway disc harrow with seeding attachment
to STRONGFIELD
On arrival of the said machinery at the point above named (or when the said machinery is available for delivery) the Purchaser agrees to take delivery of the same, subject to the terms and warranties herein, (pay the freight and charges thereon) and pay the Vendor for the same \$1292.30 dollars, payable as follows:

Cash \$1292.30 and give in settlement lien notes bearing interest at per cent. per annum before maturity and at per cent. per annum after maturity from the date of delivery.

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Payable at STRONGFIELD and (where applicable) to deliver the following second hand machinery, namely:

(Discount clause. Here fill in discount provisions, if any)

The said machinery is intended to perform the following work, namely (insert purposes): to till the land and sow

Repair parts except as provided for in this contract and attachments not sold as usual fixtures and extras are excluded from the warranties herein expressed. The said machinery is sold upon the following express warranties on the part of the Vendor:

1. The Vendor warrants that the said machinery is well made and of good materials.
2. The Vendor warrants that the said machinery will well perform the work for which it is intended, if properly used and operated. Provided, however, that if the Purchaser cannot make the said machinery perform well the work for which it was intended within a seven days' trial of the same, he shall within the said ten days or within two days after the expiration of the same give notice in writing to the Vendor or to his agent at STRONGFIELD in Saskatchewan, that the machinery does not work well. If the Purchaser gives such notice the Vendor shall have eight days after the receipt of such notice to make it perform well the work for which it was intended. If within the said eight days the Vendor does not make it perform well such work, either by replacing the parts or otherwise, the Purchaser may either reject said machinery, in which case this contract shall be at an end and he shall be entitled to the return of any moneys paid or notes given therefor by him and the freight paid by him, or he may retain said machinery and hold the Vendor liable for the difference between the value of the machine as it is and the value it would have had if it had fulfilled this warranty.

If the Purchaser rejects or retains the machinery as hereinbefore mentioned, he shall within the said eight days or within two days after the expiration of the same give written notice to the Vendor or to his agent at STRONGFIELD, of his decision.

If within the said eight days the Vendor makes the said machinery fulfil this warranty and if the Purchaser's failure to make it work well was due to improper management or want of skill in operating on his part, then the Purchaser hereby agrees to pay the Vendor the expenses incurred by him in making it work well, in cash forthwith, and in case payment is not so made the amount shall bear interest at the rate specified in this contract. Failure to give either of the said notices within the time limited shall be conclusive evidence that the machinery fulfils this warranty.

3. The Vendor warrants that the said machinery will be durable if used and kept with proper care. Parts proving defective in workmanship or material will be replaced free of charge for the period of one year upon the defective parts being returned to the Vendor's agent at STRONGFIELD, Saskatchewan.

In the event of the Purchaser having to pay for any such defective parts within said period, he shall be credited with the money paid by him for the same upon any note or notes due to the Vendor.

4. The Vendor warrants that all necessary repairs for said machinery other than standard bolts and nuts or straps or other iron or wooden parts usually made by blacksmiths and carpenters, will for a period of ten years from the date of this order be kept at STRONGFIELD, Saskatchewan, and that at said place the Purchaser will be able to obtain them within reasonable time.

The Purchaser hereby agrees that he will take delivery of the machinery for which this order is given at STRONGFIELD, and that he will settle for the same in accordance with the foregoing terms.

The Purchaser hereby assigns to the Vendor twenty-five per cent. of all moneys which the Purchaser, his servants or assigns may earn by using the same and all threshers' liens and rights to liens therefor which may accrue, with full power to exercise the same in the name of the Purchaser or any such other person.

The Purchaser further agrees to insure the machinery against fire in favour of the Vendor as his interest may appear and, in the event of his failure to do so, the Vendor may insure the same, and add the amount paid therefor to the purchase price, which shall immediately become due from the Purchaser to the Vendor and shall bear interest at the rate specified for the original debt.

In the event of the said machinery being seized for payment of taxes, the Vendor may pay such taxes, together with any costs in connection with such seizure, and all such moneys shall be forthwith repayable by the Purchaser to the Vendor with interest at the contract rate from the date on which the Vendor paid same, and any moneys so paid by the Vendor shall be added to and form a part of the purchase money of the said machinery.

This contract shall be deemed to be made in Saskatchewan and in any action which may be brought hereunder or by reason hereof shall be interpreted and enforced according to the laws of Saskatchewan.

(If the machine sold is a tractor, this additional warranty shall be given.)

The Vendor warrants that the tractor above sold, if properly operated, is capable of developing continuously the horsepower at which it is rated. That the rated capacity of the tractor is horsepower delivered to the drawbar and horsepower delivered to the belt.

(If the machine sold is a harvesting machine, the following additional warranty shall be given:)

(1) If a grain separator:

The Vendor warrants that the said separator can be driven continuously to its full capacity by a horsepower engine properly operated and in good working condition.

(2) If a combine:

(Where an engine forms a part of the said machine:)

That the engine which is a part of the said machine, if properly operated, is capable of developing continuously the horsepower at which it is rated, namely:

..... horsepower, and will furnish ample and continuous power to drive the thresher which is a part of the said machine; and that the thresher which is a part of the said machine can be driven under suitable conditions by the engine which forms a part of the said machine.

(Where an engine does not form a part of the said machine:)

That the said machine can be driven under suitable conditions by a horsepower engine properly operated and in good working condition.

In testimony whereof the Purchaser has hereunto set his hand the day and year first above mentioned.

Witness to Purchaser's Signature

Accepted at STRONGFIELD this 23 day of May, 1957.

M. KRISH & SNUSIE
Vendor

Purchaser

P.O. STRONGFIELD S. 29 T. 27 R. 52

Purchaser

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