

Articles of Agreement

made in duplicate this 28th day of July, in the year of our Lord one thousand nine hundred and thirty-six.

Between Henri Labelle,
of the Township of Casgrain, in the District of Cochrane,
Farmer,

hereinafter called the party

of the FIRST PARTY

and Jean Baptiste Cantin,

of the same place, Farmer,

hereinafter called the party

of the SECOND PARTY.

Whereas the said party of the first part has agreed to sell to the party of the second part, and the party of the second part has agreed to purchase of and from the said party of the first part upon the terms and conditions hereinafter mentioned.

All and Singular that certain parcel or tract of land being composed of Lot Number 23, in the Seventh Concession of the Township of Casgrain, containing by admeasurement 150 Acres more or less.

Together with all the appurtenances thereunto belonging at and for the price or sum of lawful money of Canada, payable on the days and times following, that is to say: \$450.00..... \$150.00 cash at the time of signing this Agreement, receipt whereof is hereby acknowledged, and \$50.00 on the 15th day of December 1936; and \$100.00 on the 15th day of December 1937; and \$100.00 on the 15th day of December 1938; and \$50.00 on the 15th day of December 1939. The above money shall be paid to the Rev. Alberic Quелlette.

Now it is hereby covenanted and agreed upon between the parties aforesaid in manner following that is to say:

That the said party of the second part **DOETH HEREBY COVENANT**, promise and agree to and with the said party of the first part, that he or they shall and will well and truly pay or cause to be paid to the said party of the first part the said sum of money above mentioned together with the interest thereon at the rate of **.....Five (5%).....** per centum per annum on the days and times and in manner above mentioned.

And also that the said party of the second part will pay and discharge all taxes, rates, special rates and all other assessments, municipal or legislative, and perform all statute labor wherewith the said land may be rated and charged from and after this date and shall not permit or commit any waste upon the said land **AND** shall not assign these Presents without the consent in writing of the said party of the first part. **AND ALSO** that he will give up possession of the said lands on breach made in all or any of the above mentioned covenants without any notice to quit and without the party of the first part bringing any action for ejection. And that on such breach these Presents (at the option of the said party of the first part) shall be void without any resource whatsoever by the said party of the second part either at law or in equity against the said party of the first part for or in respect of any matter or thing in these Presents contained for the recovery of any moneys paid by the said party of the second part under or in pursuance of this Agreement which payments in the event of any breach by the said party of the second part of any of the Covenants aforesaid hereby declared shall be retained by the party of the first part as and for liquidated damages and not as a penalty.

And upon any such breach the Purchaser shall forthwith become a mere trespasser upon every part of said lands and may be forcibly ejected therefrom by the Vendor or by his employees or agents without any of them being in any way responsible in damages or otherwise therefor. And the Vendor shall be at liberty to retain possession of said lands and at his pleasure to re-sell same without notice, upon such terms as he may deem proper and in any event absolutely freed and discharged from all and every claim whatsoever thereto on the part of the Purchaser. Time being declared to be the very essence of these Presents.

And the said party of the first part doth covenant, promise and agree to and with the said party of the second part, **THAT** on condition of the performance of the above Covenants in all things on the part of the said party of the second part, the said party of the first part will convey and assure or cause to be conveyed or assured to the said party of the second part for ever, but at the expense of the said party of the **second** part the said parcel or tract of land above described with the appurtenances freed from all incumbrances except taxes and other assessments which may accrue or be imposed after the date of these Presents. But subject to the conditions and reservations expressed in the original grant thereof from the Crown.

But the said party of the first part shall not be bound to furnish any abstract of title or produce any title deeds not in his possession or control or give copies of any title deeds, but the said party of the second part shall search the title at his own expense, and make all requisitions in connection therewith within **twenty** days from this date, otherwise the title shall be deemed to be accepted. And if the said party of the first part shall be unable or unwilling to comply therewith, then the said party of the first part shall be at liberty to cancel and annul this Agreement upon returning the cash payment aforesaid without interest and shall not be in any way responsible for any loss, costs or damages suffered or incurred by the Purchaser whether in searching the title to said lands or otherwise howsoever.

And shall and will suffer and permit the said party of the second part to occupy and enjoy the same until default shall be made in the payment of the said sum of money or some part thereof or of the interest thereon on the days and times and in manner above mentioned or breach to be made, in some or one of the Covenants above mentioned. **AND IT IS HEREBY DECLARED** and agreed that in the event of any breach by the said party of the second part of any of the Covenants aforesaid on his part to be observed and performed it shall be lawful for the said party of the first part to proceed against the said party of the second part for the recovery of possession of the said premises under the statutes in force respecting overholding tenants.

And it is hereby declared and agreed that in the event of a breach of any of the Covenants herein contained by the said party of the second part, the said party of the first part shall be entitled to all the remedies of a landlord under the statutes in that behalf whether by distress or otherwise, and if the said party of the second part shall become insolvent or make a general assignment for the benefit of creditors, or if his interest in the lands herein contracted to be sold, be seized or sold under execution, then the whole of the said purchase money and the interest thereon shall forthwith become due and payable to the said party of the first part.

Provided that in the event of default in the payment of any of the instalments herein before provided for the period of ten days after the same shall be payable it shall be lawful for the said party of the first part to proceed without any notice to quit against the said party of the second part for the recovery of possession of the said premises under the Act respecting overholding tenants.

NIL

(And the party of the second part covenants with the party of the first part that he or they will during the continuance of this Agreement insure the buildings of the within mentioned lands against loss or damage by fire in some good insurance company authorized to transact business in Canada to be approved of by the party of the first part for not less than two-thirds of their insurable value and will assign said insurance policy to the party of the first part and if the party of the second part fails to insure the buildings the party of the first part will then be at liberty to insure the same for their full insurable value and add any amount paid in so doing to his claim under this Agreement.

And it is further declared and agreed that the words Vendor and Purchaser, First Party and Second Party, wherever used in this Indenture, shall, when the context allows, include and be binding on and enure to the benefit of not only the said parties hereto, but also on their respective heirs, executors, administrators, successors and assigns.

And it is hereby agreed that the covenants herein shall be construed as being several as well as joint.

Wherener the singular and the masculine are used throughout this Indenture the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

In witness whereof, the said parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered
In the Presence of

Henri Labelle
M^{rs} Alphonsine Cantin J^r Cantin

Province of Ontario }
District of }
Cochrane }
of the Township of Casgrain,
in the District of Cochrane,

J. Alphonsine Cantin,

do hereby: a Widow, make oath and say:

1. That I was personally present and did see the within Instrument and a duplicate duly signed, sealed and executed by Henri Labelle and Jean Baptiste Cantin, the parties thereto.
2. That the said Instrument and duplicate were executed by the said parties at the Town of Hearst, in the District of Cochrane,
3. That I know the said parties.
4. That I am a subscribing witness to the said Instrument and duplicate.

Sworn before me at the Town of Hearst, in the District of Cochrane, this 28th day of July,

Mde. Alphonsine Cantin

A.D. 19 36.

[Signature]

A Notary Public.
A Commissioner for taking Affidavits, &c.

Dated July 28th., A.D. 1936.

Henri Labelle

-TO-
Ernest Cantin
Jean B. Cantin

Agreement
FOR SALE OF LAND
Long Special

NEWSON & GIBERT, Limited, Toronto