

This Agreement, made in duplicate this *Twenty second*  
day of *March* A.D. *1902*

Between *William Herbert Davis*  
*of the Parish of St Andrew*  
*in Manitoba Province*

hereinafter called the Vendor,

of the First Part

*AND*  
*John B Allan of the*  
*City of Winnipeg in*  
*Manitoba Province*

hereinafter called the purchaser,

of the Second Part.

Witnesseth as follows:

1. The Vendor agree to sell to the purchaser, who agree to purchase ~~it~~ and ~~knows~~ that certain parcel or tract of land and premises situate, lying and being in the Province of Manitoba, and being composed of

*The South West quarter*  
*of Section Twenty four*  
*and the North half of the*  
*North West quarter of*  
*Section Thirteen in*  
*Township fifteen in*  
*Range Thirteen East of*  
*the seventh Meridian*  
*in Manitoba*

at and for the price or sum of *Twenty Hundred*  
Dollars in gold, or its equivalent, to be paid to the Vendor at *Winnipeg*

as follows: *four hundred dollars*  
*on the execution of this*  
*Agreement and the*  
*balance in four yearly*  
*payments from the date hereof*

*being four equal annual consecutive payments*  
*of two hundred dollars each the first of each payment*  
*to be made on the 22<sup>nd</sup> March A.D. 1903*



*AMS six (6%)*

with interest thereon at the rate of ~~9 1/2%~~ *six (6%)* per cent. per annum from the date hereof, to be paid on the said sum, or so much thereof as shall from time to time remain unpaid, whether before or after the same becomes due: such interest to be paid yearly on the *27th* day of *March*

until the whole of the moneys payable hereunder are fully paid. All interest on becoming overdue shall be forthwith treated as purchase money and shall bear interest at the rate aforesaid; and in the event of default being made in the payment of principal, interest, taxes or premiums of insurance, or any part thereof, the whole purchase money shall become due and payable.

2. The Purchaser covenant with the Vendor that he will pay to the said Vendor the said sum, together with interest thereon as aforesaid on the days and times and in the manner above set forth.

3. The Purchaser covenant with the Vendor to pay taxes, from and after the *27th* day of *March* *1902* and to insure the buildings now on or to be erected on said lands to the amount of not less than three-fourths of their value. The last two covenants shall have the meaning mentioned in the Manitoba Act respecting Short Forms of Indentures for similar covenants, substituting the word "Vendor" for the word "Mortgagee" and the word "Purchaser" for the word "Mortgagor" therein. All buildings now on or to be erected on the lands herein described shall become a part of the freehold and shall not be removed or destroyed without the permission of the Vendor; and all moneys realized from the insurance in case of loss shall be applied in reduction of the purchase money or in rebuilding, at the option of the Vendor

*Should not be mistaken*  
*AMS*

4. **In Consideration whereof** and on payment of all sums due hereunder, as aforesaid, the Vendor agree to convey the said lands to the Purchaser by a deed without covenants other than against encumbrances by the Vendor and for further assurance, and subject to the conditions and reservations contained in the original grant from the Crown ~~And it is further agreed that the Purchaser hereby accept the title of the Vendor to the said lands, and shall not be entitled to call for the production of any abstract of title or proof or evidence of title or any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor~~

5. **The Purchaser** shall immediately after the execution of this agreement have the right of possession to said premises, but must get possession at own expense.

6. The said Purchaser hereby attorn to and become tenant at will to the said Vendor of the said lands and premises; and the said Vendor shall be at liberty to distrain for all arrears whether of principal or interest.

7. **Provided** that in default of payment of the said moneys and interest, or any part or parts thereof, on the days and times aforesaid, or of performance or fulfilment of any of the stipulations, covenants, provisos and agreements on the part of the Purchaser herein contained, the Vendor shall be at liberty to determine and put an end to this agreement, and to retain any sum or sums paid thereunder, as and by way of liquidated damages in the following method, that is to say—by mailing in a registered package a Notice signed by or on behalf of the Vendor intimating an intention to determine this Agreement, addressed to the Purchaser at Post Office; and at the end of twenty days from the time of mailing the same the said Purchaser shall deliver up quiet and peaceable possession of the said lands and premises, or any part thereof, to the Vendor or agent immediately at the expiration of said twenty days.



8. **Provided Further,** that upon payment of

Dollars of the purchase money, the Purchaser may ask for and the Vendor shall furnish a Deed or Transfer according to the terms and provisions above mentioned, upon the purchaser executing in favor of the Vendor a first mortgage on the said lands, free from all encumbrances, the same to provide for the payment of the balance of the purchase money in accordance with the provisions above set forth and to contain a covenant by the Purchaser for insurance against fire as provided in clause 3, such mortgage to be on such form as shall be satisfactory to the Vendors Solicitor and to be prepared by the Vendors Solicitor at the expense of the Purchaser and the expenses of registering the same and all necessary searches, and disbursements incurred with regard to the same shall be borne by the Purchaser.

9. The terms Vendor and Purchaser in this Agreement shall include the Executors, Administrators and Assigns of each of them.

10. Time shall be in every respect the essence of this Agreement

The purchaser shall have the privilege of paying off the whole of the purchase money remaining due at any time by paying interest to the date of payment.

The Vendor hereby agrees to furnish to the purchaser a Possessive Title to the said lands.

In Witness Whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

IN THE PRESENCE OF

*H. Bowman*

*William Herbert Davis*

*John Allan*



Manitoba,

} 3.

} of the  
in the Province of Manitoba,

To Wit:

make oath and say:

1. THAT I was personally present, and did see the within Instrument and Duplicate duly signed sealed and executed by  
the parties thereto,
2. THAT the said Instrument and Duplicate were executed at
3. That I know the said part
4. THAT I am a subscribing witness to the said Instrument and Duplicate.

SWORN before me at  
in the Province of Manitoba  
this  
day of  
in the year of our Lord 190

}

A Commissioner for taking affidavits in D.R., &c.

Dated March 22 1902

*Davis*  
AND  
*Allan*

**AGREEMENT**

LAND:

*L. M. McCarroll*  
The Ford Stationery Co., Royal Stationers, Winnipeg  
*Done*