



ALBERTA SECTION

This Section of The Guide is conducted officially for the United Farmers of Alberta by Edward J. Fream, Secretary, Innisfail, Alta.

The Farmer and his Machinery

Without any apology the following letters are clipped from the pages of the Farm and Ranch Review. The subject discussed therein is one of vast importance to the farmers of the country, and Mr. Ritchie's case has already been under the consideration of the executive of the U.F.A. The facts are plainly stated in Mr. Ritchie's letter and it is only necessary to add that the case was taken to the Supreme Court of Canada and there the decision of the two courts of Alberta was reversed and a verdict given in favor of the Machine Company.

The following editorial, taken from the same source, sums up the matter in a very concise manner. It is the duty of the farmers to thoroughly investigate this subject and to be prepared to act on same at the forthcoming conventions. The machine companies have had things their own way for a long time and we should see to it that from now on every man gets a square deal.

The question raised in this issue by the letter of Mr. T. G. Ritchie to the Minister of Agriculture is one of vital significance to farmers particularly and to every other person having business interests in the province.

In the making of agreements of purchase and sale of machinery there are two sides to be considered, and the evolution of a satisfactory contract has been delayed because the dealers have not taken their customers sufficiently into their confidence in drafting agreements.

Apparently in their eagerness to occupy the territory in earlier days of settlement the dealers put out machinery without sufficient safeguards, with the result that many evil-intentioned and some unfortunate purchasers failed to discharge their obligations, and dealers were put to much actual loss and inconvenience in clearing up their business. Then in a moment of ill-advised haste the manufacturers drew up a contract that was just as one-sided as their past policy had been, but with the difference that they were able to get away with the property of any buyer who happened to be unfortunate in his crop returns or whose machine failed to work according to his expectations. These contracts were so framed that practically every asset a man had was turned over in security for his machinery, thus damaging his credit and limiting his scope of operations. And in many cases the buyer had no recourse upon the company when the local agent could stave him off for a few days until the term of the guarantee expired.

These contracts have been too long in existence both for the good of the farmer and dealer, and many of the implement firms have adopted more reasonable contracts. It is being recognized that the nearer contracts can be made upon a basis of absolute justice the better will business proceed and develop. It may be a certain amount of satisfaction to the animal nature in man to carry a case to higher courts and win, but the victory is more costly to the company that does such a thing than to the farmer. All the money that has been invested in developing goodwill and much that has been spent in opening local agencies, besides that spent in advertising, is thrown away by an implement firm when it appeals a case from a just decision by a lower court. This loss is, of course, indirect and intangible, but it is also incalculable and perpetual.

These are facts that enlightened business men are beginning to grasp firmly, and the most successful businesses have their policies determined in the light of sane common sense rather than in the darkness of recrimination and petulance.

The next step should be for the implement dealers of Alberta to get together with representatives of the farmers and frame up a contract that will be satisfactory in the largest measure to each class. Mr. Ritchie's draft agreement may serve as a basis to work from. It may contain some clause that might be amplified or modified, but in any event it is better that contracts be arranged mutually than that they should be framed wholly by one party to them.

Mr. Ritchie's Case

Mr. Ritchie's letter to the Farm and Ranch Review follows:

I am sending you herewith copy of a letter I have written to the Minister of Agriculture of Alberta, requesting legislation to protect the farmers' interests in order that you might call attention to it.

The case was tried before Mr. Justice Beck of Calgary, January 22, 1909, and the judgment confirmed by the Court en banc on appeal. The hearing took place in Calgary last December, and the judgment was handed down in Edmonton when the court re-convened.

In my opinion the farmer requires some protection in these cases. The protected manufacturer has him at his mercy and apparently works off his inferior goods on the home market, reserving his perfect articles for the foreign market, where he has competition. And when the home consumer kicks, the manufacturer attempts to bankrupt him through a series of appeals. You can refer to the full judgment which I suppose you will find in the Court House, Calgary, as it contains some very interesting remarks.

T. G. RITCHIE.

P.S.—What value should I attach to the claim that the Sawyer-Massey are like the C.P.R.—they own the courts? Cochrane, Alta., September 23, 1910. To the Honorable Duncan Marshall,

Minister of Agriculture,
Edmonton, Alta.

Dear Sir,—Learning from the Honorable C. W. Fisher that the Government of Alberta is introducing a series of bills to protect the farmer's interests in his dealings with the implement houses, I take the liberty to call your attention to the enclosed draft for a bill of warranty which I know from experience would be a great protection.

Three years ago I was induced, without studying it, to sign a contract for the purchase of a threshing outfit by the agent of the Sawyer-Massey Company, being assured by him that it was just the ordinary contract that everyone signed. On receipt of the machinery it was set up but the agent could not make it work satisfactorily, so he told me he had sent for the traveling agent, who, however, never turned up. The local agent bluffed me along, however, for over ten days, looking for the traveling agent, and then told me that the warranty was out.

Refused Payment.

Having no other recourse, I refused to meet the deferred payments until the machine was fixed to do satisfactory work. So the Company sued me.

After suit was entered against me the local agent told me he had seen R. B. Bennett, the Company's lawyer, and that he had said if I did not pay up the Company was going to make such an example of me that no farmer would ever kick again; and they did not care whether they won or lost, they intended to make it cost me \$1,000 anyway if I fought them. The agent further said that the Sawyer-Massey Company were like the C.P.R. Railway—they owned the courts.

Ignoring this threat I let the case proceed and got judgment in my favor in the District Court, Calgary. The Company at once appealed, and the Court of Appeals of Alberta upheld the decision. Premier Sifton was one of the judges who heard the appeal. It was argued in Calgary and the judgment handed down in Edmonton in February, I think.

The Company, with a view of still further harassing me, have again appealed, this time to Ottawa. Up to the present time my obligations incurred in protecting myself amount to about \$800.

My lawyer tells me that the warranty issued by the Company has been drawn up by one of the shrewdest lawyers in Canada and is so worded that it practically means nothing.

A ten days' warranty allows them to adopt that as the standard they build to, and then the repair bills commence. Since my attention has been called to this ten days' guarantee under which the companies generally sell, I have come in contact with a number of farmers who have bought machinery, and parts have proven defective and the agent has invariably refused to make good even the most flagrant flaws if the ten days' have elapsed.

I see other kinds of machinery, such as automobiles, are now advertised as warranted for twelve months, even when in daily use, so I fail to see why an agricultural machine that is only in use a few weeks at the most during the year should not be entitled to as liberal a guarantee.

I enclose you a copy of the Sawyer-Massey order form to give you an idea of the kind of contract that the farmer is expected to read, understand and sign.

Please excuse this long and somewhat elaborate letter, but I am anxious to make you understand the risks and expenses that a farmer has at present to face to get British justice and why so many submit to being robbed rather than protest.

T. G. RITCHIE.

Suggested Guarantee

Draft of a guarantee or warranty to accompany all agricultural machinery or implements sold in the Province of Alberta.

The vendors guarantee that is built of good material, skillfully and durably made, and with fair care and usage will do good and satisfactory work.

The vendors undertake to replace, free of charge, any parts that may prove defective, but not those worn out by ordinary wear and tear, for a period of twelve months from the date of receipt by the purchaser.

When the vendors require the machinery to be operated by experienced men it shall have prominently printed on it in two or more places a notice

TO ALL SECRETARIES

Branch secretaries are reminded that our offer of a three month's subscription for Ten Cents expires December 1st. After that date we cannot accept any more of these trial subscriptions. This is an excellent means of procuring Association members and numerous branches have sent in these three month's subscriptions for all prospective members in their districts, as well as active members who do not take THE GUIDE. The amount involved is small—Ten Cents each—and a few dollars expended this way on the part of each branch, will produce results which will surpass all expectations. Please take the matter up at your next meeting—Education means victory!

THE GRAIN GROWERS' GUIDE, WINNIPEG, MANITOBA.

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to that effect and shall be accompanied by a card defining the necessary qualifications of the required expert.

All complaints about the machinery shall be filed with the local agent of the Company, who shall at once investigate and attend to the same.

In the event of the Company having no local agent the complaint shall be filed with the head office of the Company. In any legal controversy about the machinery the Court of Appeals of Alberta shall be the court of final and last resort.

No lesser guarantee or warranty than the above shall be recognized by the Courts of Alberta.

STRENGTH IN UNION

Some time ago we received a supply of literature from the general secretary of the U.F.A., and a short time afterwards a public meeting was held at Berry Creek at which twenty-four settlers were present. They organized and decided to call themselves The United Farmers of Berry Creek. Some of the members were in favor of immediately applying for admission to the U.F.A., but the majority were in favor of securing more information before this step was taken. We have twenty-two members now and expect many more shortly. A list of names of our members has been sent in and the request made that they be supplied with literature relating to the Association and we hope the result will be that Berry Creek will be a Union of the U.F.A. at an early date. It is our intention to organize a Mutual Fire Insurance Company, similar to those in operation in Ontario.

H. P. HOLZWORTH, Secretary.
Berry Creek, Alta.

The necessary information asked for has been secured and it is hoped that the result will be the admission of Berry Creek into the ranks of the U.F.A. In union there is strength, and a few small scattered associations in various parts of the province would not be able to do very much work.

STOP THE BONUS CRAFT

It is with pleasure that I report the holding of a special meeting of Cumberland Union on November 2. There were over thirty present, and nine new members were voted in. The members are greatly interested in the proposed delegation to Ottawa, and this will form the principal topic for discussion at the next meeting. As a carload of potatoes could be made up in this neighborhood we are desirous of knowing what the changes will be of disposing of same next spring. The cause and the aim of co-operation was discussed, and Mr. James MacKay gave a very plain and instructive explanation. He also brought in the subject that it was not fair and sound competition for certain industries to receive subsidies and the farmers none. It was considered that a visit from a member of the executive of the Association would certainly strengthen our Union and be much appreciated by the members.

K. EM. SWALLING, Secretary.
Balerno, Alta.

RISING SUN ORGANIZED

Rising Sun wishes to be numbered among the branches of the U.F.A. We are not strong yet, having only eleven paid up members, but we are expecting to be reinforced by at least eight more

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