

Superintendent General 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 Deputy Superintendent General to obtain payment of insurance moneys.

7. 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 Deputy Superintendent General in writing.

8. It is further agreed between the Deputy Superintendent General and the Purchaser that the Deputy Superintendent General 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 Deputy Superintendent General 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 the amount so paid or indebtedness incurred as aforesaid by the Deputy Superintendent General, 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 and generally in any other proceedings taken to protect the Deputy Superintendent General'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 Deputy Superintendent General with interest aforesaid until paid.

9. 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 Deputy Superintendent General given in writing.

10. It is also agreed between the Purchaser and the Deputy Superintendent General 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 Deputy Superintendent General 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 husbandlike 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 Deputy Superintendent General may, upon giving the Purchaser a thirty days' clear 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 known address to the Deputy Superintendent General) 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 Deputy Superintendent General 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 Deputy Superintendent General may re-sell the said land, and if when the same is so resold by the Deputy Superintendent General any surplus remains in the hands of the Deputy Superintendent General beyond the amount owing to the Deputy Superintendent General 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 Deputy Superintendent General which may have been created on the Purchaser's interest in the said land by reason of his having secured advances from the Deputy Superintendent General 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 Deputy Superintendent General, who shall have a right of action against the Purchaser therefor.

11. It is agreed between the Deputy Superintendent General and the Purchaser that in default of payment by the Purchaser of any instalments or any portion of any instalment hereinbefore mentioned when the same falls due, the Deputy Superintendent General 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 Deputy Superintendent General, 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 Deputy Superintendent General, all instalments in arrear, or any such portion thereof as the Deputy Superintendent General may decide may bear interest at the rate of seven per centum per annum from the time when such instalment had become due until paid in full.

12. 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 which can or may be applicable hereto, shall apply to and form a part hereof as if actually incorporated and embodied herein and the Deputy Superintendent General 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.

13. In consideration whereof, and on payment to the Deputy Superintendent General of the said sums of money and interest thereon punctually at the times fixed, and on performance of the conditions aforesaid, the Deputy Superintendent General agrees with the Purchaser to immediately thereupon convey to the Purchaser, all the right, title and interest of the Deputy Superintendent General in and to the said lands.

In witness whereof the said parties have hereunto set their hands and seals.

Witness:

As to signature of Deputy Superintendent General.

Witness:

As to signature of Purchaser.

Deputy Superintendent General

Freeman J. Isaacs
Purchaser

Post Office Address
Post Office Address