

Province of Ontario
County of Northumberland

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of the Town of Cobourg
in the County of Northumberland

To Wit:

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 **Colin C. Arthur and Edward Watkins Bickle** within named two of-----
----- the parties thereto.
2. That the said Instrument and duplicate were executed by the said parties at the **Town of Cobourg** in the **County of Northumberland**
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 **Cobourg**
in the **County**
of **Northumberland**
this **day of July**
A.D. 19 **22**

A Commissioner for taking Affidavits, etc.

Dated **7th July** A.D. 19**22**

Colin C. Arthur

AND

Edward W. Bickle

No. 1

Agreement

FOR SALE OF LAND

Newsome & Gilbert, Limited, Toronto

F. D. BOGGS K.C.

Edward Watkins Bickle

Articles of Agreement

made in duplicate the seventh day of July
in the year of our Lord one thousand nine hundred and twenty two

Between

Colin C. Arthur of the Town of Cobourg in
the County of Northumberland, Teacher, (hereinafter called
the party of the first part)

of the First Part

-and-

Edward Watkins Bickle of the same place,
Manager, (hereinafter called the party of the second part)

of the Second Part

Whereas the 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 party of the First Part, the lands, hereditaments and premises hereinafter mentioned, that is to say: ALL AND SINGULAR those certain parcels or tract of land and premises being composed of

part of lots
17, 18, 19 and 20 in Block "I" part of Township lot number 18 in Concession A of the Township of Hamilton now in the Town of Cobourg, the same being in subdivision seven in the Town of Cobourg according to the last registered plan thereof, which said parcel of land is more particularly described as follows, - commencing at the north east corner of the intersection of Bagot and Albert Streets in the Town of Cobourg, proceeding north eleven degrees west ninety five feet, thence north eighty six degrees thirty minutes west one hundred and thirty one feet to the easterly boundary of lot number nineteen, thence north eleven degrees west along the easterly boundary of lot number nineteen, sixty feet to the north east corner of said lot, thence south eighty nine degrees east along the northerly boundary of lots numbers eighteen and seventeen sixty eight feet six inches thence south three degrees east thirty eight feet, thence north eighty nine degrees west sixteen feet, thence ~~south~~ south five degrees east one hundred and twenty five feet,, thence north eighty nine degrees west one hundred and sixty six feet to the point of commencement.

Together with all the privileges and appurtenances thereto belonging, at or for the price or sum of **Six thousand five hundred -----**
 ----- dollars of lawful money of Canada payable in manner and on the days and times hereinafter mentioned, that is to say:

Two thousand seven hundred dollars of said purchase money is to be paid in Cash on the 1st day of September 1922 and the balance of the said purchase money is to be paid by the purchaser assuming and paying a certain first mortgage now on the said land for Three thousand eight hundred dollars and held by Malcolm Arthur which mortgage bears date the 13th November 1920.

Now it is hereby agreed between the parties aforesaid in manner following, that is to say: The said party of the Second Part **DOETH COVENANT, PROMISE AND AGREE**, to and with the said party of the First Part, **THAT** he 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 both before and after maturity, at the rate of

per cent. per annum on the days and times and in the manner above mentioned, and shall pay interest on all overdue interest at the same rate, compounded half-yearly; **AND** also shall and will pay and discharge all taxes, rates and local improvement assessments wherewith the said land may be rated and charged from and after the ~~date hereof~~ - **1st day of September 1922**

Adjustments of interest on said mortgage to be made as of the 1st of September 1922

In Consideration whereof and on payment of the said sum of money, with interest thereon as aforesaid, the party of the First Part **DOETH COVENANT, PROMISE AND AGREE**, to and with the said Party of the Second Part, to convey and assure, or cause to be conveyed and assured to the said party of the Second Part, by a good and sufficient deed or transfer in fee simple.

All that the said piece or parcel of land and premises above described, together with the appurtenances thereunto belonging or appertaining.

But subject to the conditions and reservations expressed in the original grant thereof from the Crown.

And the party of the Second Part shall insure and keep insured all buildings now or hereafter on the said lands, to their full insurable value, with loss (if any) payable to the party of the First Part, as his interest may appear; and in the event of any failure on the part of the said party of the Second Part to do so, the party of the First Part, his heirs, executors, administrators or assigns, may effect such insurance and add any amounts paid therefor to the amount payable under this agreement.

And it is expressly understood that time is to be considered the essence of this Agreement, and unless the payments are punctually made at the times and in the manner above mentioned, these presents shall be null and void and of no effect, and the said party of the First Part shall be at liberty to re-sell the land.

The said property is to be conveyed to the purchaser free of dower and other incumbrances except said mortgage for \$3800.00

Provided that on default of payment of any of the instalments of purchase money or interest above mentioned, the whole of the purchase money then remaining unpaid shall at the option of the party of the First Part immediately become due and payable.

The party of the Second Part is to examine the title at his own expense, and for this purpose shall have twenty days from the day of the date hereof, and he shall be deemed to have waived all objections to the title as to which requisitions are not furnished to the party of the First Part, in writing within such twenty days, and unless such requisitions shall be so made within the said period, he shall be deemed to have accepted the title of the party of the First Part. Should any valid objection to the title be raised within the time provided therefor, which the party of the First Part is unable or unwilling to remove, and which the party of the Second Part does not waive, the party of the First Part shall notwithstanding any previous negotiations, or communications in reference to such objection, have the option of cancelling this Agreement, and in that case all deposit money paid shall be returned to the party of the Second Part without interest, costs, expenses or other compensation and this Agreement shall be at an end.

The party of the First Part shall not be required to furnish or produce any abstract of title or any title deeds or copies of deeds or papers not in his possession or control.

Provided and it is expressly understood and agreed that in case the party of the Second Part shall make default in the payment of any instalment of purchase money or of interest hereinbefore provided to be paid, upon the day and at the time and in the manner hereinbefore provided for payment thereof, then and in any such case any and all payments, whether of purchase money or interest theretofore made, shall be and remain the property of the party of the First Part as and for liquidated damages and not as a penalty.


And it is expressly agreed between the parties hereto that all grants, covenants and agreements, rights, powers, privileges and liabilities contained in this Indenture, shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators and assigns, and these Presents shall be read and construed the same as if the words heirs, executors, administrators and assigns had been inscribed in all proper and necessary places.

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

Wherever 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

E. W. Bickler 

Ap. Brumby

Colin C. Arthur 