

Alfred Baber Sands

Personal Series

A. Ans H. Trodine Co.

Oct. 1945

QUEEN'S UNIVERSITY ARCHIVES	
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MEMORANDUM OF AGREEMENT, entered
into at Montreal, this twenty-fifth
day of October, in the year one
thousand nine hundred and forty-five.

By and Between

ALFRED ROBERT BADER, of the City and District of Montreal.

hereinafter referred to as the

"First Party"

-and-

HIRSH LEO SCHIPPER, of the City of Outremont, District of Montreal.

hereinafter referred to as the

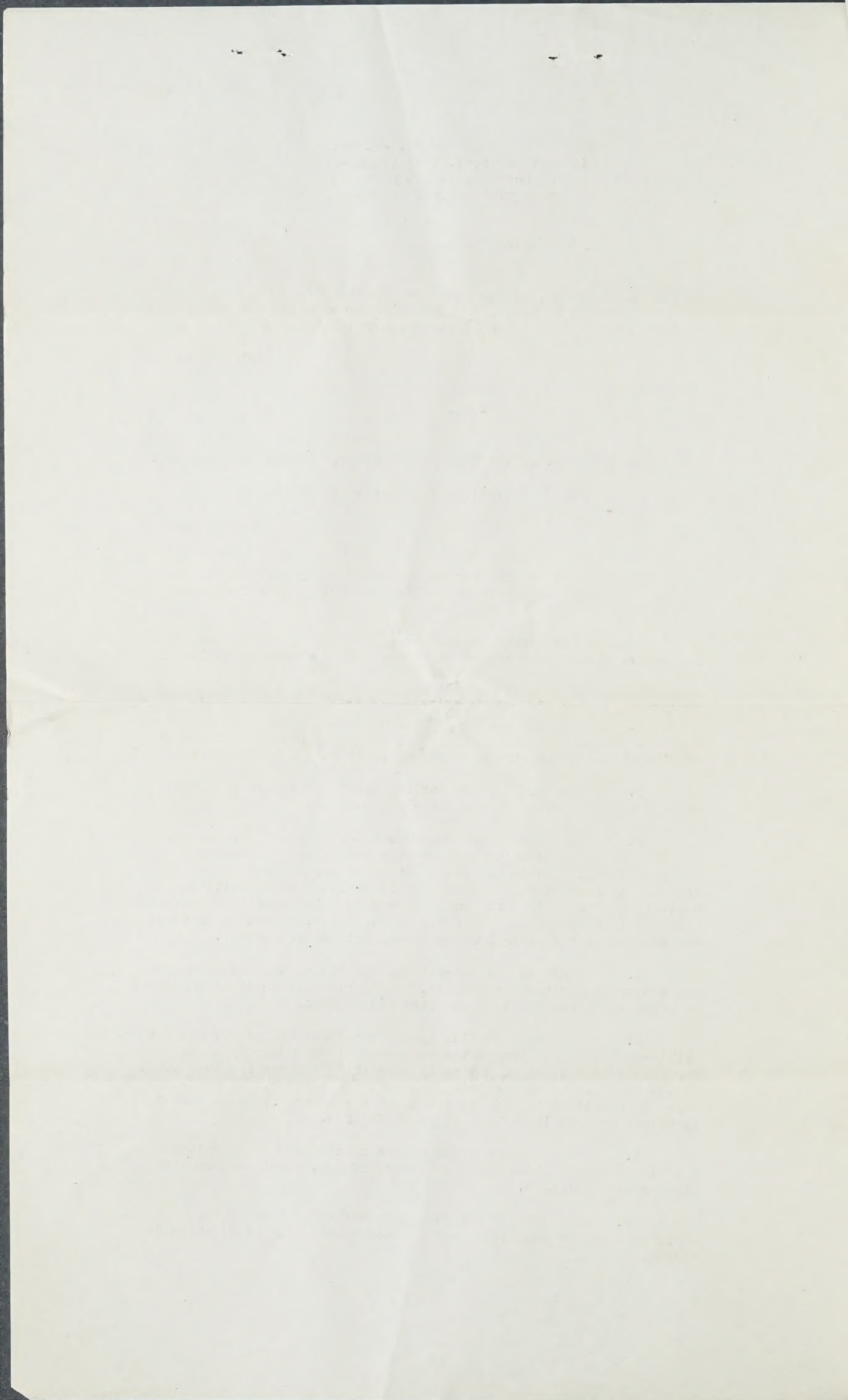
"Second Party"

WHEREAS the Parties hereto are desirous of carrying on
business together as importers and exporters under the firm name
and style of "A AND H TRADING COMPANY"

WHEREAS the Parties hereto desire to fix and determine their
respective rights and privileges in the said partnership business.

NOW THEREFORE BE IT AGREED AS FOLLOWS:

1. THAT the Parties hereto do hereby enter into a partnership for the purpose of carrying on jointly the business of export and import under the firm name and style of "A AND H TRADING COMPANY"
2. THAT each of the parties hereto undertake to invest equally in the capital of the aforesaid business.
3. THAT should any subsequent investments be required, the Parties hereto undertake to pay the additional investment required equally and in the event either of the Parties hereto is financially incapable of submitting his share of such additional capital and the other Party submits same for his benefit and advantage then shall the Party who is unable to furnish his share be indebted and obliged to the other for the amount paid on his behalf.
4. THAT in the determining and fixing the policies and conditions of the partnership, the Parties hereto shall endeavour to mutually agree upon such policies and conduct.
5. THAT the Parties hereto shall devote such of their time, skill and ability to the partnership as they may mutually agree upon and in the event of any party defaulting in devoting such time, skill and ability to the said business, the other party notwithstanding anything contained in this Contract shall have the right to demand the immediate resiliation of it, if he so desires.
6. THAT the profits of the partnership shall belong equally to both Parties and the losses, if any, shall be borne in the same proportions.
7. THAT the salaries and drawings of both parties shall be equal at such times and in such amounts as may be mutually agreed.



8. THAT all cheques, notes and bills of exchange may bear the signature of either Party in order to be valid and binding upon the partnership.

9. THAT the partnership shall cause a proper set of books of account to be kept for the purpose of the business and shall retain the services of a qualified accountant to audit the partnership books, said books to be open to inspection at all times to all parties hereto.

10. THAT in the event of dissolution for any cause or reason whatsoever, each Party hereto shall bid for the share of the other in the partnership, and all conditions being equal, the highest bid shall prevail and the Party bidding the highest price shall be entitled to purchase the share of the other in the partnership. The Party leaving the partnership hereby undertaking to sign all necessary documents to give effect thereto.

11. THAT should neither Party wish to bid for the share of the other in the partnership, then shall the Parties hereto cause the business and all the assets of the partnership to be sold and after all liabilities have been discharged, the residue shall belong for one-half to each of the Parties hereto.

12. THAT should the Parties so desire, in the event of dissolution, after all liabilities have been discharged, they shall have the right to divide equally between themselves all the assets of the partnership.

13. THAT the duration of this present agreement shall be for a period of two years ending September 30th, 1947; in the event of any one of the Parties wishing to leave the partnership as of the said date, such Party shall give to the other a written notice addressed to his last known private resident before June 1st, of that year. In default of such notice being given, this Contract, shall automatically be renewed for a further period of one year, and so on from year to year until such notice is given.

14. IN the event of the death of any of the Parties hereto, the surviving party shall have the right to acquire the business for himself, if he so desires, upon payment to the Estate of the deceased partner, the latter's equity in the business, as will be shown in the Financial Statement to be prepared by the partnership auditor as of the date of death, which statement shall be based on a physical merchandise inventory made as of that date and prepared within thirty (30) days, the Estate of the deceased shall have the right to be represented at the taking of the inventory and may appoint an accountant to audit the said financial statement. In the event of any dispute, relating to the determining of the equity above referred to, such dispute shall be adjudicated upon by a Board of three arbitrators consisting of the partnership accountant and two other arbitrators, one to be appointed by the Estate of the deceased and the other by the surviving partner, the decision of the majority of the arbitrators to be binding and final. Should the partnership accountant refuse to act as arbitrator then the two arbitrators appointed shall choose a third, who shall act as Chairman. In the event of the two arbitrators being unable to agree as to a Chairman, application shall be made to a Judge of the Superior Court for the appointment of a Chairman. The decision of the majority of this Board shall be final and binding.

15. IN the event of any dispute, question or difficulty arising during the commencement, continuation or dissolution of the present partnership arising from this present agreement or the interpretation thereof, such dispute, question or difficulty shall be submitted to a Board of three arbitrators, each of the parties hereto appointing one, and the two thus appointed shall name a third who shall act as Chairman. Should the two arbitrators already chosen be unable to agree upon a third, application shall be made to a Judge of the Superior Court for the appointment of the Chairman. The decision

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of the majority of this Board shall be final and binding upon both parties. No legal proceedings shall be instituted by either of the parties against the other in connection with such dispute, question or difficulty prior to the submission thereof, to the said board of arbitrators, and any legal proceedings taken in contravention thereof shall be deemed to be premature.

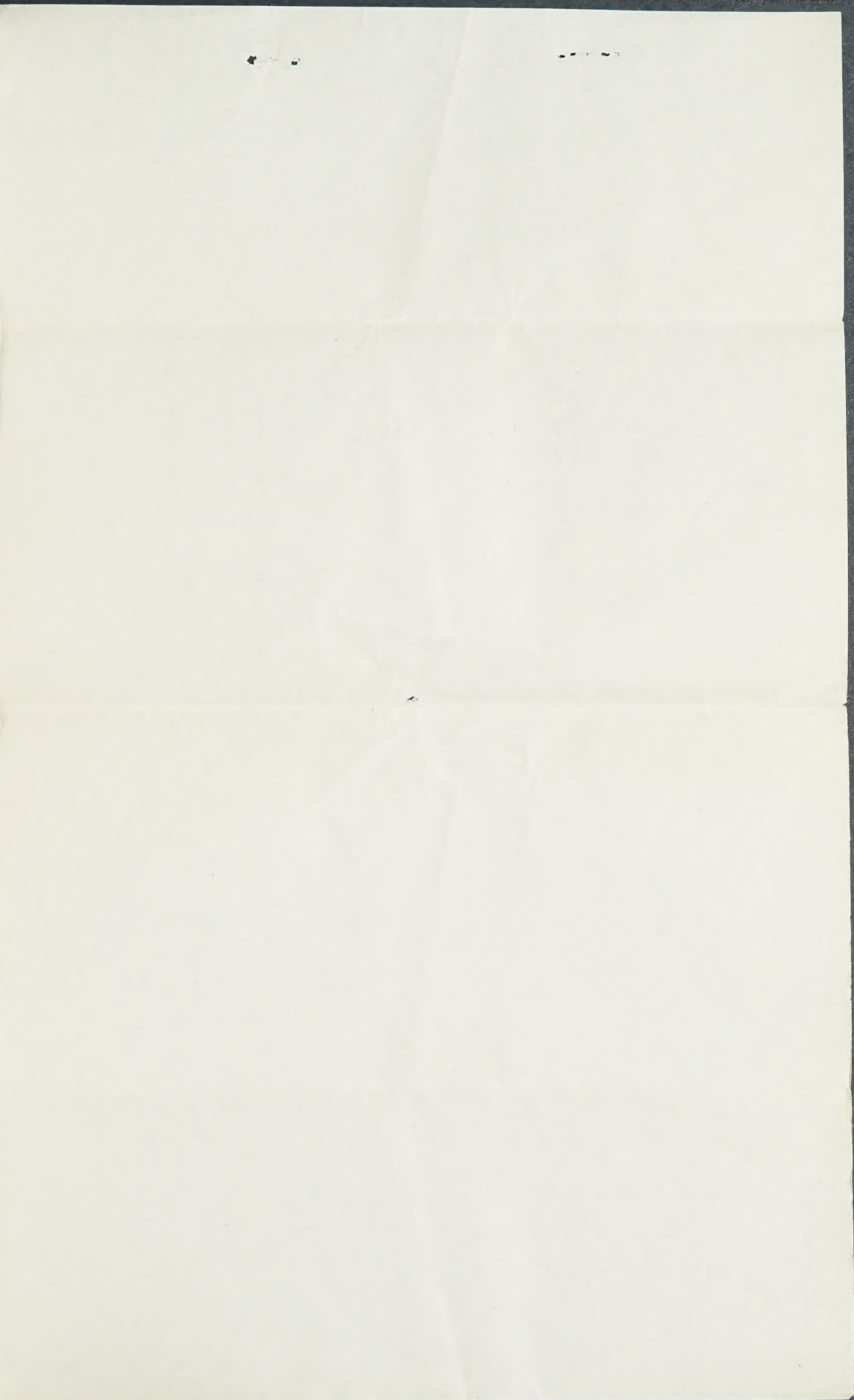
Alfred Robert Baden
"First Party"

Harsh Leo Schiffman
"Second Party"

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MEMORANDUM OF AGREEMENT
BK AND BETWEEN

ALFRED ROBERT BADER

hereinafter referred to as

"First Party"

-and-

HIRSH LEO SCHIPPER

hereinafter referred to as

"Second Party"

LOUIS ORENSTEIN
261 St. James West, 500
Ha. 5244-5.