

John Yaremko — of Roycroft
John Yaremko
(River lot 3. Spent River settlement) has title

vs

Mike Anderson otherwise known as Mike Andrusko
River lot 29 — Roycroft

In 1926 - Mike was away & John rented his place for $\frac{1}{3}$ crop ^{to Mike}

In 1927. ^{Mike} Mike came back ^{to put up John's seed.} & John seeded. " " " " $\frac{1}{4}$ " " "

" 1928 - ~~Mike~~ came back, and the two put the crops in on Mike's

place. John supplied all seed - 85 bushels and did all the work of seeding. Then Mike saw he did not want anything more to do with John - so ^{Mike} he harvested the crop & threshed it and sold the grain. Mike seeded his own lot 29 - with seed left there by John from 1927 crop.

When they started in the spring ¹⁹²⁸ they were to put in

(11) ~~John~~ Bill Anderson on Andrusko's place - & give $\frac{1}{4}$ crop in exchange

(12) lot 29 - and John was to get $\frac{1}{2}$ crop out of 29

After John got through seeding Bill's place - Mike refused to let him do any work on his place.

John had a man Mike ~~Kotek~~ ^{Kotek} hired in ~~1927~~ 1927 for \$40 per month for 2 mos. and with the exception of 11 days he worked

on Mike's place for this 2 months - grubbing & breaking and in consideration of this work John was to have $\frac{1}{2}$ crop for the

year 1928. Mike was also to help him put in the 1928 crop.

This deal was made on Mike's place. Mike had a number of men grubbing in 1927. John's horses ^{4 of his own - & 2 of Bill's} were breaking in 1927 on Mike's place - digging & harrowing. He did not want to pay cash

for this work and promised John $\frac{1}{2}$ crop unless John got nothing whatever out of Mike's place or his brother's place either.

1800

In 1927, John delivered ~~1800~~ bush oats to the elevator, in Mike's name. The balance of oats about 300 bush were left in Mike's granary. These oats were grown on Lot 29 - $\frac{1}{4}$ of them belonged to Mike and $\frac{3}{4}$ to John. ^{These oats were used @ 52¢ per bush} The reason the oats were all put in

Mike's name was because ~~the~~ John owed the man best for taxes - & had seized the year previously, ^{for Hospital bill}

John explained this to the manager - & he advanced John

\$300. ^{on account of these oats} in the fall of 1927 John got a loan for \$240. cash - at Mike's

In the spring of 1928 John told Mike to go & get the balance of the money ^{from sale of oats} as he needed some more money to buy horses.

He did this & gave John \$350 as his share.

John had 2 horses from Moodie for 330. ^{in about March/28} payable. - 165 cash. - the bal on time

After John had seeded Bills place ^{in 1928} he then seeded his own land - & then one night Mike took the 4 horses ^(2 - lot of seed or at Moodie's) over to his

own place. Next morning Mike refused to work on his land & saw he wasn't going to put any crop on his place. (He did so)

John went ~~to get~~ his horses & Mike refused to deliver them ^{and also the plow & any horse hitch} ^{of the} saw the horses belonged to him. Kotex was present

on Mike's place and heard the arrangement made in 1927 by which John was to get $\frac{1}{2}$ crop from Mike's place in 1928

Mike kept these 4 horses - John took the rake, harrows & the wagon & when he went after the horses ~~the~~ Mike saw the horses belong to him. This was in about May 1928

When John got letter both May/29 from Moodie - he went to Seymour & renewed the note to Moodie for 178 ⁵⁰/₁₀₀. Mike was ^{using the horses.}

In the spring of 1930 Mike came to John's place to get a settlement about the drill. He had the 4 horses

John told him to leave them right there. He whipped the horses & they went home to his place.

John was fined $3\frac{70}{100}$ for assault in connection with this. At the trial Mike claimed that he lent John the money to buy the horses.

On 29th April 1930 Morda wrote John advising that Mike had paid the note for 165 + 25. int;

In the spring of 1927 John bought a John Deere Drill for \$277. Payable \$100 cash + the bal on time.

In the spring of 1928 the note came due & John asked Mike to let him have some money out of his share of the grain. Mike paid \$93⁵⁰ and asked Dodge if he would put this in his name. John thought Mike was going to be partner ^{in the drill} and agreed to this.

The bailiff of Spirit River took the drill away on the 10th Nov. They left the drill at Mr Warrick. They claim \$240⁰⁰ still owing.

In 1926. - John had in 45 ac on Mules } - John share - about 1000.
60 ac " his own } 1200 bush wheat
(928) bush wheat to be run out.

In 1927 - 50 ac on John's place - 700 bush wheat - 500 bush oats
45 ac " Mules place (430) 323 " " (2000) 1500 oats
has share in 750 partly on Mike out of percent unless in Mules place

Mike now claims that he paid John for all his work in 1927. - & that there was to be no share of crop.

He has given John 65% to go to Edmonton in the spring of 28. to see about ~~crop~~ but out of this debit. 12⁴⁵/₁₀₀ groceries for both of them + when they

had the dispute Mike kept this.

In about April 1928 Mike gave John \$50 to buy harness with. He bot the harness for \$53. Mike has the harness

In 1927 John had been buying groceries, + Mike promised to pay $\frac{1}{2}$ of these. He told John to go to Bill Andersons granary + get 200 bush oats + John got 240 bush + sold it. This was to pay Kales share of the groceries. He got 45¢ per bushel and got 108⁰⁰. Afterward Mike wanted to know when John had not paid Kotek out of the money.

He used this money to buy the team at the Reshis sale for 240⁰⁰. He used his own money to pay the balance before he went to granary in the fall of 1927.

Mike has this team now.

~~After John came back~~

Mike gave John \$350⁰⁰ out of his share of crop for 1927. John bot the Moody horses paying \$165⁰⁰ and John ~~bot~~ lent Mike \$165 after Mike's place. No one was present. Gave his cash \$165⁰⁰. This was at the 2 of them for 1928. Neither John or Mike are married.

In ^{about} 1925. Bill Anderson left a team of horses of which John. He could not sell them + John saw he would pay for them (there was no amount mentioned). Horses were cheap + he did not want to sell.

In the ^{Spring 1928} ~~fall of 1927~~. Mike wanted John to pay \$130 for the horses out of his share - ~~he deducted it out of John's share~~ John since has 1 of Bills horses + one died. The two horses bot by John at Reshis sale died.

In the Spring of 1928 before John went to Edmonton he told
Mike to move some oats in John's house to the granary
on Mike's place, as the mice were destroying them. Mike did this
and with John's consent sold the oats - which were
John's property - 85 bush @ 52¢

$$\begin{array}{r} 85 \\ 52 \\ \hline 170 \\ 425 \\ \hline 4420 \end{array}$$

1575
52
315.0
787.5
819.00

- (1) The 1926 crop settled
- (2) The 1927 wheat settled by Mike paying the threshbill of 150.⁰⁰
1900 bush oats delivered to Elevator in 1927. —
300 " " left in granary — left for feed & seed
21.50.
- (3) John's share = $\frac{3}{7} \times 2100 = 1575$ at 52¢ \$ 819.⁰⁰/₂
- (4) John's oats, ^{grown in John's place} sowed by Mike in spring of 1928
185 bush at 52¢ per bush 44.²⁰
- 5. Plow retained by Mike 104.¹⁰
- (7) ~~by horse~~ 4 Horse mules & one single tree 10.⁰⁰/₂
- (8) Team bot from Moody Paw. 165.⁰⁰
- (9) Team bot at sale 240.⁰⁰
- (10) Breaking done in 1927 by John on Mike's place. —
^{on understanding that he would have place in 1928} 140.⁰⁰
- (11) ~~Sharners~~ Crop grown on 1928 on Belle's place — 450 ac
 $\frac{1}{2}$ share @ 50¢ 53.⁰⁰
- (11) Credits in fall of 1927 by advance — 37.5.⁰⁰/₂
- " " Spring 1928 — Cash \$350.⁰⁰/₂ less \$ 300.⁰⁰/₂
- (2) 165 loaned back to Mike — 185.⁰⁰
- ~~1927. Credit by bank to Mike~~ ~~750.⁰⁰~~
- (3) spring of 1928 Cash 65.⁰⁰
- (4) " " 1928 50.⁰⁰
- 5. Bills not sold — 240 bush @ 45¢ = \$108. less
Mike's share of grocery bill — 1/2 58.⁰⁰

1945.30
6.58
1287.31

658