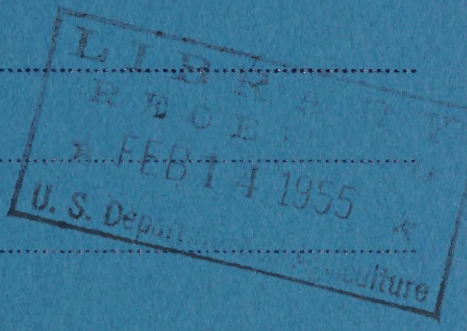


62.09

# CONTRACT



## CROP 1955

# PIETERS-WHEELER

# SEED COMPANY

GILROY, CALIFORNIA

WHOLESALE GROWERS

of

HIGH QUALITY

## GARDEN SEEDS

OTHER GROWING STATIONS

Central California — Caldwell, Idaho

The Mark



of Quality





# Vegetable Seeds of Quality

•

**E**ACH YEAR, it is growing more apparent that the production of vegetables is becoming *highly specialized*, and is fast getting into the hands of Truckers and Market Gardeners whose livelihoods depend largely on the quality of their product, and who demand from their seedsman *True Types of Highest Merit*. We have anticipated this growing demand for *Select Strains of Beet, Carrot, Lettuce, Onion, Etc. ,Etc.*, and have for the past several years devoted a considerable acreage to *Selection and Breeding* work. We are offering in this list stocks *Carefully Bred, Critically Rogued, Cleaned and prepared with all possible care to prevent any mixtures*. We believe that there are no better stocks obtainable, and that you may depend upon them to give satisfaction to your most critical trade. Seed of doubtful quality may be purchased cheaper, but why take chances?

*Quality Will Pay in the Long Run*

•

*We Respectfully Solicit  
Your Business*

**PIETERS-WHEELER  
SEED COMPANY**

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Lbs.	VARIETY	Price Per Lb.
<b>BEET</b>		
.....	Crosby's Egyptian .....	.....
.....	Detroit Dark Red, Short Top .....	.....
.....	Early Blood Turnip .....	.....
.....	Early Wonder .....	.....
.....	Early Wonder, Green Top .....	.....
.....	Extra Early Flat Egyptian .....	.....
.....	Perfected Detroit .....	.....
.....	Good For All .....	.....
.....	Green Top Bunching .....	.....
.....	Winter Keeper .....	.....
	Mangel and } See Page 8 Swiss Chard }	
<b>CELERY</b>		
.....	Golden Self Blanching .....	.....
	(Dwarf Type)	
.....	White Plume .....	.....
.....	Giant Pascal .....	.....
.....	Golden Plume .....	.....
.....	Summer Pascal .....	.....
	(Waltham Strain)	
.....	Utah Pascal No. 15 .....	.....
.....	Utah Pascal No. 10B .....	.....
.....	Tall Utah 52-70 .....	.....
.....	Celeriac Giant Prague .....	.....
<b>ENDIVE</b>		
.....	Broad Batavian, Full Hearted .....	.....
.....	Green Curled .....	.....
.....	Green Curled, Red Ribbed .....	.....
.....	Green Curled Pancalier .....	.....
.....	Green Curled Ruffec .....	.....

Miscellaneous—Please See Page 8

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Lbs.	VARIETY	Price Per Lb.
<b>CARROT</b>		
.....	Amsterdam Forcing .....	.....
.....	Chantenay .....	.....
.....	Chantenay Long Type .....	.....
.....	Chantenay Red Cored .....	.....
.....	Danver's Half Long .....	.....
.....	Danver's H. L. Red Cored .....	.....
.....	Early Scarlet Horn .....	.....
.....	French Forcing .....	.....
.....	Gold Spike (Short Top) .....	.....
.....	Hutchinson (Waltham Strain) .....	.....
.....	Imperator .....	.....
.....	Imperida (Short Top) .....	.....
.....	Imperator Long Strain .....	.....
.....	Imp. Short White .....	.....
.....	Long Orange Improved .....	.....
.....	Morse's Bunching .....	.....
.....	Nantes, Coreless .....	.....
.....	Oxheart .....	.....
.....	Orange or Yellow Belgian .....	.....
.....	Streamliner .....	.....
.....	Supreme Half Long .....	.....
.....	St. Valery .....	.....
.....	Tendersweet .....	.....
.....	Touchon .....	.....
.....	White Belgian .....	.....
.....	White Mastadon .....	.....

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Lbs.	VARIETY	Per Lb. Price
<b>LETTUCE</b>		
.....	All Year Round .....	.....
.....	BIBB .....	.....
.....	Big Boston .....	.....
.....	Black Seeded Simpson .....	.....
.....	Black Seeded Tennisball .....	.....
.....	California Cream Butter .....	.....
.....	Chicken .....	.....
.....	Crisp As Ice .....	.....
.....	Early Curled Simpson .....	.....
.....	Grand Rapids .....	.....
.....	Grand Rapids (Tip Burn Resistant) .....	.....
.....	Grand Rapids (Washington Strain) .....	.....
.....	Hanson .....	.....
.....	Hubbard's Market .....	.....
.....	Iceberg .....	.....
.....	Matchless .....	.....
.....	May King .....	.....
.....	Midas .....	.....
.....	Mignonette .....	.....
.....	New York, P-W, Selected.....	.....
.....	New York, P-W, No. 12 .....	.....
.....	New York, P-W, 55 .....	.....
.....	New York, P-W, 199 .....	.....

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Lbs.	VARIETY	Price Per Lb.
<b>LETTUCE CONTINUED</b>		
.....	New York, P-W, 515 .....	.....
.....	Oak Leaf .....	.....
.....	Paris White Cos .....	.....
.....	Parris Island Cos .....	.....
.....	Dark Green Cos .....	.....
.....	Trianon Cos .....	.....
.....	Prizehead .....	.....
.....	Salad Bowl .....	.....
.....	Salamander .....	.....
.....	Slobolt .....	.....
.....	Unrivaled .....	.....
.....	Wheeler's Tom Thumb .....	.....
.....	White Boston .....	.....
.....	White Boston Cornell No. 43.....	.....
.....	Cornell No. 456 .....	.....
<b>GREAT LAKES</b>		
.....	Great Lakes 118 .....	.....
.....	Great Lakes R-200 .....	.....
.....	Premier Great Lakes .....	.....
.....	Pennlake .....	.....
.....	Imperial 44 .....	.....
.....	Imperial 101 .....	.....
.....	Imperial 152 .....	.....
.....	Imperial 615 .....	.....
.....	Imperial 847 .....	.....
.....	Progress .....	.....
<b>MUSTARD</b>		
.....	Fordhook .....	.....
.....	Southern Giant Curled L. S.....	.....
.....	Florida Broad Leaf .....	.....

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Lbs.	VARIETY	Price Per Lb.
<b>ONION</b>		
.....	Australian Brown .....	.....
.....	Brigham Yellow Globe .....	.....
.....	Early Yellow Globe .....	.....
.....	Ebenezer .....	.....
.....	Golden Globe .....	.....
.....	Iowa No. 44 .....	.....
.....	Large Red Wethersfield .....	.....
.....	Yellow Sweet Spanish (Utah Strain) .....	.....
.....	Yellow Sweet Spanish (P-W, No. 28) .....	.....
.....	Southport Red Globe .....	.....
.....	Southport Yellow Globe .....	.....
.....	Southport White Globe .....	.....
.....	<b>WHITE EBENEZER</b> .....	.....
.....	White Portugal .....	.....
.....	White Sweet Spanish .....	.....
.....	White Spanish—Jumbo .....	.....
.....	Yellow Globe Danvers .....	.....
.....	Yellow Sweet Spanish .....	.....
.....	Yellow Sweet Spanish (Colo. No. 6) .....	.....
<b>PARSNIP</b>		
.....	All America .....	.....
.....	Harris Model .....	.....
.....	Hollow Crowned .....	.....
.....	Improved Guernsey .....	.....

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Lbs.	VARIETY	Price Per Lb.
	<b>PARSLEY</b>	
.....	Evergreen .....	.....
.....	Double Curled .....	.....
.....	Hamburg Rooted .....	.....
.....	Moss Curled .....	.....
.....	Perfection .....	.....
.....	Plain .....	.....
.....	Triple Curled .....	.....
	<b>RADISH</b>	
.....	Cavalier .....	.....
.....	Cal. Mammoth White .....	.....
.....	Cherry Belle .....	.....
.....	Chinese White or Celestial .....	.....
.....	China Rose Winter .....	.....
.....	Comet .....	.....
.....	Crimson Giant .....	.....
.....	Early Scarlet Globe M. T. ....	.....
.....	Early Scarlet Globe S. T. ....	.....
.....	French Breakfast .....	.....
.....	Icicle .....	.....
.....	Long Black Spanish .....	.....
.....	Long Scarlet, Short Top .....	.....
.....	Sparkler, Bright Scarlet .....	.....
.....	(Half White Tipped)	
.....	White Tipped Scarlet Turnip .....	.....

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Lbs.	VARIETY	Price Per Lb.
	<b>MISCELLANEOUS</b>	
	<b>DILL</b>	
.....	Long Island Mammoth .....	.....
	<b>LEEK</b>	
.....	American Flag .....	.....
	<b>MANGEL</b>	
.....	Mammoth Long Red .....	.....
	<b>SALSIFY</b>	
.....	Mammoth Sandwich Island .....	.....
	<b>SWISS CHARD</b>	
.....	Common Green or Spinach Beet .....	.....
.....	Dark Green Large Ribbed .....	.....
.....	Fordhook Giant .....	.....
.....	Lucullus .....	.....
.....	Rhubarb Chard .....	.....
.....	Large White Ribbed Smooth Leaf .....	.....
	<b>RUTABAGA</b>	
.....	American Purple Top .....	.....
.....	Waltham Yellow Globe .....	.....
.....	Waltham Bristol White .....	.....
	<b>TURNIP</b>	
.....	Purple Top White Globe .....	.....
	<b>SWEET PEAS</b>	
.....	Supreme Spencer Mixed .....	.....

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## **TERMS:**

Our terms to firms of approved credit are 60 days Net Acceptance, or 1½ per cent Discount for cash inside of 30 days from date of invoice, F.O.B. growing station. Bags at Market Value not returnable.

## **CONDITIONS OF SALE:**

We will continue to book contracts only as long as we have sufficient acreage, under normal conditions, to produce quantities sold. All sales subject to confirmation.

## **ALL SALES MADE SUBJECT TO CUSTOMARY DISCLAIMER OF THE SEED TRADE**

We warrant to the extent of the purchase price that seeds we sell are as described on the container within recognized tolerances. We give no other warranty, express or implied.

**CORRESPONDENCE SOLICITED**



## **Pieters-Wheeler Seed Company**

(Incorporated 1910)

**GILROY, CALIFORNIA**

Cable Address:  
Wheeler, Gilroy.

Codes: Am Seed  
A.B.C.—5th Edition

# This Agreement

MADE IN DUPLICATE

on .....

by and between

## Pieters-Wheeler Seed Company

a corporation, of Gilroy, California,  
hereinafter called the Seller.

and .....

of .....

hereinafter called the Purchaser

## WITNESSETH

1. Seller agrees to sell and deliver and purchaser agrees to accept and pay for the varieties of seeds in the amounts, at the prices set forth in attached pages, and subject to the terms and conditions herein provided.

2. Seller agrees to plant, or cause to be planted during the season of \_\_\_\_\_ an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which, together with such varieties of seeds previously grown by, or for, the seller, and now on hand, will be sufficient to enable the seller to deliver the quantities of the seeds herein contracted for; and the seller agrees to deliver as soon as possible after harvested, such seeds in good merchantable condition as herein defined, F.O.B. growing station, containers extra at market value and not returnable. The terms "in good merchantable condition" is defined as seeds properly cleaned for seeding purposes, approximately free from foreign seeds distinguishable by their appearance and of a germination equal to the fair average germination of the crop of the current year.

3. In case of partial or total failure of any or all crops planted, or caused to be planted by the seller for the purpose of producing the variety of seeds herein named, or, in case of damage to, or destruction of seller's seed stocks before planting, or to the products of such plantings, or to any seed through fire, accident, or other casualty beyond seller's control, the seller shall be obliged to deliver, if at all, proportional quantities only, and, in any event, the seller shall have the right to reserve an amount of seed equal to that used in said planting.

4. Purchaser shall make payment for seeds delivered, by a trade acceptance due and payable net 60 days from date of shipment, or by cash in U. S. funds within 30 days from date of shipment, less a discount of 1½%. Purchaser shall pay interest at



the rate of 6% per annum on any overdue payments of purchase price.

If, at any time the financial condition of the purchaser becomes unsatisfactory to the seller, the purchaser agrees, upon receipt of written notice to that effect, and upon demand of the seller, to pay for the seed in advance of shipment, less a cash discount of 1½%, and if such payment is not made within ten (10) days from receipt of such demand for payment, this agreement shall thereupon be deemed to be breached by the purchaser.

5. Except as herein otherwise expressly provided, the seller warrants to the extent of the purchase price that seeds sold are as described on the container within recognized tolerances. We give no other warranty, expressed or implied.

6. Purchaser's claims for shortage of deliveries must be made to seller immediately on receipt of shipment and all germination tests must be made and reported in writing (including telegram) by purchaser to seller within 15 days after receipt of shipment.

7. If the production of the within mentioned goods be prevented by any condition existing from a state of war, strike, or by any act of God, seller shall not be liable therefor. Or, if the cost of producing, processing or merchandising the within mentioned goods be increased directly or indirectly, from any of the above mentioned causes or by any act of government controlled prices, such increase shall be paid by the purchaser to the seller. If the parties cannot agree on the amount of said increase that question shall be arbitrated as set out in Paragraph No. 8 of our contract conditions.

8. If the cost of producing, processing or merchandising the within mentioned seed is increased by seller's payment of sales taxes or by his compliance with Federal or State laws or Regulations enacted or promulgated subsequent to the date of this contract such increase shall be paid by the purchaser to the seller; and if the parties cannot agree on the amount of said increase, that question shall be submitted to the Arbitration Committee of the American Seed Trade Association for arbitration and award, which award will be made forthwith by the purchaser.

In Witness Whereof, the parties have hereunto set their hands on the day and year first above written.

**PIETERS-WHEELER SEED COMPANY**

The Seller

By .....

Buyer .....

By .....

The Purchaser

# Special Instructions

## SHIPPING INSTRUCTIONS:

DATE

ADDRESS

ROUTING:





