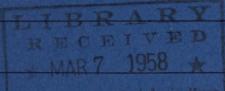
1958 CONTRACT



10.5. Dopartition of 76

PIETERS-WHEELER SEED COMPANY

GILROY, CALIFORNIA

WHOLESALE GROWERS

of

HIGH QUALITY

GARDEN SEEDS

Since 1910

OTHER GROWING STATIONS Clarksburg, California—Caldwell, Idaho

The Mark



of Quality

NOTICE

TERMS

EFFECTIVE June 1st, 1958: 30 Days Net— or 1½% discount on seed for cash within 10 days. 8% interest charged on overdue accounts.

A packing charge of 15 cents per item exclusive of the container will be made on each unit when less than 50 pounds of an item is ordered. Also on orders where the invoice value is less than \$50.00 total for seed, a service charge of 10% of the invoice value or a flat \$2.50, whichever is the smaller, will be charged. Bags net cash: Not returnable.

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Vegetable Seeds of Quality

For many years this firm has selected and will continue through our extensive trial ground program to develop and breed strains of Beet, Carrot, Lettuce, Onion and other important varieties that are unsurpassed in quality. "QUALITY THAT NEVER STOPS GROWING."

The varieties offered in this list are all select strains, critically rogued, cleaned and prepared for shipment with every possible care and safeguard to prevent any sort of a mixture.

To the best of our knowledge, there are no better strains obtainable. You have our assurance that they will give your most critical trade complete satisfaction.

Just "any" seed may cost you less, but QUALITY WILL PAY IN THE LONG RUN

Our 48th Year

We Respectfully Solict Your Business

PIETERS-WHEELER SEED COMPANY

BEET

Crosby's Egyptian
Detroit Dark Red
Detroit Dark Red, Short Top
Early Blood Turnip
Early Wonder
Asgrow Wonder
Early Wonder, Green Top
Extra Early Flat Egyptian
Perfected Detroit
Good For All
Green Top Bunching
Winter Keeper
Mangel and Swiss Chard See Page 8

CELERY

***************************************	Golden Self Blanching
	Giant Pascal
••••••	Summer Pascal
	Utah Pascal No. 15
	Tall Utah 52-70H
***************************************	Celeriac, Giant Prague

ENDIVE

	Broad	Batavian, Full Hearted	
	Green	Curled	
	Green	Curled, Red Ribbed	
	Green	Curled Pancalier	
***********	Green	Curled Ruffec	************

Miscellaneous—Please See Page 8

CARROT

Chantenay Red Cored	
Danver's Half Long	************
Danver's H.L. Red Cored	
Early Scarlet Horn	*******
Gold Pak	
Gold Spike (Short Top)	
Imperator	***************************************
Imperida (Short Top)	
Imperator Long Strain	
Long Orange Improved	
Morse's Bunching	•••••
Nantes, Coreless	•••••
NANTES, LONG STRAIN	
Oxheart	
Streamliner	
St. Valery	
Tendersweet	
Touchon	
White Belgian	
White Mastadon	

Miscellaneous—Please See Page 8

LETTUCE

	All Year Round, b. s.	
	Bibb, b. s	
	BIBB, SLOW BOLTING, b. s.	
	Big Boston, w. s	
	Black Seeded Simpson, b. s.	
	California Cream Butter, b. s.	************
	Chicken, w. s.	
	Crisp As Ice, b. s	***************************************
	Early Curled Simpson, w. s	
************	Grand Rapids, b. s	
	Grand Rapids, b. s(Tip Burn Resistant)	
	Grand Rapids, b. s(Washington Strain)	
	Hanson, w. s.	
	Hubbard's Market, w. s	
	Iceberg, w. s.	
	MATCHLESS, b. s	
***********	May King, w. s	
	Midas, w. s.	
	MIGNONETTE, (Bronze) b. s.	
************	New York, P-W, No. 12, w. s.	
	New York, P-W, No. 199, w. s.	
	New York, P-W, No. 515, w. s.	
	New York, P-W, No. 55, w. s.	

Miscellaneous-Please See Page 8

LETTUCE CONTINUED

The second section of the second	Oak Leaf, w s.	1
	Paris White Cos, w. s.	
		1
	Parris Island Cos, w. s	
	Dark Green Cos, w. s.	
	Prizehead, w. s.	
• • • • • • • • • • • • • • • • • • • •	RUBY, w. s. (All America)	
*************	Salad Bowl, b. s	***************************************
	Slobolt, b. s	
	Wheeler's Tom Thumb, b. s	
*************	White Boston, w. s	*************
	White Boston Cornell No. 43	
***************************************	Cornell, No. 456, w. s	***************************************
*************	GREAT LAKES, w. s.	
************	Great Lakes 118, w. s	
************	Great Lakes R-200, w. s	
***********	Great Lakes 659, w. s	*************
************	Premier Great Lakes, w. s	***************************************
***********	Pennlake, w. s.	
	MERIT (U.S.D.A. 3186), b. s.	
***************************************	Imperial 44, w. s.	
***************************************	Imperial 101, w. s	***************************************
	Imperial 615, w. s.	
	Imperial 847, b. s	
***********	Progress, w. s	************

MUSTARD

 Fordhook	or Ostr	ich Plu	me	
 Southern	Giant Cu	irled L.	S	
 Florida B	road Lea	af		

Miscellaneous-Please See Page 8

ONION

*******	Australian Brown
	Brigham Yellow Globe
	Downing's Yellow Globe
	Early Yellow Globe
	Ebenezer
	Iowa No. 44
	Large Red Wethersfield
	Yellow Sweet Spanish(Utah Strain)
	Yellow Sweet Spanish
	Southport Red Globe
	Southport Yellow Globe
	Southport White Globe
	WHITE EBENEZER
	White Portugal
	White Sweet Spanish
	White Spanish—Jumbo
	Yellow Globe Danvers
	Yellow Sweet Spanish
	Yellow Sweet Spanish

HYBRID ONION

 Yellow Spanish Hybrid
 Abundance
 Autumn Spice
 Brown Beauty
 Elite

Miscellaneous-Please See Page 8

PARSNIP

*******	All America	
	Harris Model	
	Hollow Crowned	
	Improved Guernsey	

PARSLEY

Evergreen	
Double Curled	
Moss Curled	
Perfection	
Plain	
Triple Curled	

RADISH

******************	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

Miscellaneous—Please See Page 8

MISCELLANEOUS

DILL Long Island Mammoth LEEK American Flag MANGEL .. Mammoth Long Red SALSIFY .. Mammoth Sandwich Island .. SWISS CHARDFordhook GiantLucullusLarge White Rib Smooth LeafRhubarb Chard RUTABAGAAmerican Purple TopWaltham Yellow Globe ...Waltham Bristol White TURNIPPurple Top White Globe

For Terms and Conditions of Sale Please See Inside Front Cover and Page 9

SWEET PEAS

....Supreme Spencer Mixed

TERMS:

Our terms to firms of approved credit are 30 days Net Acceptance, or 1½ per cent Discount for cash inside of 10 days from date of invoice, F.O.B. growing station. 8 per cent interest charged on overdue accounts. 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

herein provided.

2. Seller agrees to plant, or cause to be planted during the season of 1958 an acreage of land which will produce, under normal conditions, an amount of seed of the varieties herein named which, toof 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

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 partiage the products of such plantings. 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 30 days from date of shipment, or by cash in U. S. funds within 10 days from date of shipment, less a discount of $1\frac{1}{2}$ %. Purchaser shall pay interest at

the rate of 8% 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

for payment, this agreement shall thereupon be deemed to be breeched 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 increases 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 Para-

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 arbithation and award, which award will be made thation 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

Ву	
Buyer	
Ву	Who Duncheson

SHIPPING INSTRUCTIONS

DATE
ADDRESS
(if different than mailing)
SHIP VIA
R. R. FREIGHT
TRUCK FREIGHT
EXPRESS
PARCEL POST
SPECIAL ROUTING
Special Instructions
Special Institution and the second
Description of the Contract of the Art Statement
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SPECIAL STRAINS

If you have developed or have stock seed items which are especially adapted to your section or to the trade which you serve, we shall be glad to grow for you on contract from your planting stock. This offer is restricted to varieties on which seed can be successfully produced at one of our present growing stations.

If interested please write for details.

SEED GROWING CONTRACT

1958

PIETERS-WHEELER SEED COMPANY

GILROY, CALIFORNIA

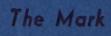
Telephone Vlnewood 2-3221
Cable Address "WHEELER GILROY"

of
HIGH QUALITY

GARDEN SEEDS

OTHER GROWING STATIONS Clarksburg, California — Caldwell, Idaho

Our 48th Year





of Quality