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94/79

FARM LEASE

THIS INDENTURE made in duplicate the 15th day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:- **SHOME SAITO and TATSUO SAITO both of Pitt Meadows**
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

RAYMOND BOUFFARD of Port Moody
in the said Province
Farmer
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT: for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOETH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Pitt Meadows in the District of New Westminster and Province of British Columbia, more particularly described as:

**Lot Two (2) of Lots Two hundred and twenty-three (223)
and Two hundred and twenty-four (224) containing twenty-five
(25) acres more or less**

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of

Ten (10) months to be computed from the **first** day of **April** A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of **Five hundred (\$500.00)** - - - Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.

THE LESSEE FURTHER covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

Thirteen (13) acres of strawberries

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants. The Lessee covenants with the Lessor for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy;

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns, and the masculine shall include the feminine and the singular the plural.

It is understood that this Lease shall, at the option of the Lessee, continue from year to year until the return of the Lessor to resume occupation of the lands herein described and the annual rental for the year 1943 and subsequent years shall be the sum of Two hundred (\$200.00) Dollars.

It is further understood and agreed by and between the parties hereto that the Lessor may have possession of the lands and premises herein mentioned at any time after his return from evacuation but he shall pay to the Lessee compensation for any work done and moneys laid out subsequent to the last preceding harvest.

The Lessor covenants and agrees with the Lessee to cultivate the said lands and to continue operations in his usual manner from the date hereof until he and his family are evacuated.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered by
SHOHE SAITO and TATSUO SAITO and RAYMOND BOUFFARD
in the presence of

S. Saito
T. Saito

M. M. Fletcher

Raymond Bouffard

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see the parties thereto, duly sign and execute the within instrument, for the purposes therein intended.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in the Province of British Columbia

this fifteenth day of April
A. D. 1943

M. M. Fletcher

[Signature]
A Commissioner for taking affidavits within British Columbia.