

Dated April 22nd A.D. 19 42

M. TONAMURA

—TO—

EVA B. TOMS

Statutory Lease
SHORT FORM

THE WILLSON STATIONERY CO. LTD., VANCOUVER, B. C.

This Indenture

Made in duplicate the twenty second day of April in the year of Our Lord one thousand nine hundred and forty-two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between: **M. TOMASURA** of Mission City
in the Province of British Columbia
Farmer

Insert full
Names,
Addresses
and
Occupations
of parties

hereinafter called the "Lessor" of the First Part:

And **EVA B. TOMS** of Mission City
in the said Province and
David Chin of Vancouver in
the said Province.

hereinafter called the "Lessee" of the Second Part;

Witnesseth, that in consideration of the rents, covenants and conditions hereinafter respectively reserved and contained the Lessor doth demise and lease unto the Lessee All and Singular

M. J. Block Fourteen (14) of the south west quarter of Section Twenty (20)
Township Seventeen (17) containing five (5) acres
AND Block Twelve (12) of part of the South East quarter of Section Nineteen
E. B. T. (19) Township Seventeen (17) containing 18.87 acres more or less

Together with all erections and buildings thereupon erected, standing and being or hereafter during the said time to be erected, and together also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the same premises belonging or otherwise appertaining.

To have and to hold the same unto the Lessee for the term of Two (2) years - - -
- - - - - , to be computed from the fifteenth day of April
in the year of Our Lord 19 42 yielding and paying therefor in cash and every
year during the said term unto the Lessor the clear annual rental
or sum of Two hundred (\$200.00) Dollars (the receipt whereof is hereby acknowledged)
of lawful money of Canada payable as follows: and the sum of Two hundred (\$200.00)
Dollars on the fifteenth day of April A. D. 1943

during the said term without any deduction, defalcation or abatement throughout on any account whatsoever; the first of such payments to become due and to be made on the
day of , 19

The Lessee covenants with the Lessor to pay rent; ~~AND to pay taxes~~; AND to repair (reasonable wear and tear and damage by fire and tempest excepted); AND that the Lessor may enter into and view state of repair; and that the Lessee will repair according to notice, save as aforesaid; AND the Lessee will not carry on any business that shall be deemed a nuisance on the said premises; and will not assign or sub-let without leave; AND that he will leave the premises in good repair; AND will not cut down timber without leave.

THE LESSOR is leaving with the Lessee certain household furniture, one horse and farm implements, which the Lessee agrees to take care of and account for on the expiration of this Lease. All of the said articles are evidenced by a list signed by the Lessee.

THE LESSEE agrees to pay one half of the annual insurance premium on the house.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current annual rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

THIS LEASE shall be renewable from year to year until the return of the Lessor.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been repaired or made fit at the option of the Lessor for the purpose of the Lessee.

THE LESSEE covenants with the Lessor to cultivate all of the growing crops upon the said lands, the said growing crops consisting of :-

- Two (2) acres of strawberries
- One quarter ($\frac{1}{4}$) acre of asparagus
- One quarter ($\frac{1}{4}$) acre of rhubarb
- One half ($\frac{1}{2}$) acre of blackberries
- One half ($\frac{1}{2}$) acre of loganberries

in a good and husbandmanlike manner and at all times to keep the cultivated portion of the said lands free and clear of weeds, according to the best practices of prudent fruit farmers

THE LESSEE hereby covenants and agrees to pay one years Municipal and School Taxes on the aforesaid property in August 1942 and another years taxes in April 1943 and deduct the amounts so paid from the 1943 rent.

Proviso for re-entry by the Lessor on non-payment of rent whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

The Lessor covenants with the Lessee for quiet enjoyment.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them (where the context or the parties so require).

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

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness *M. M. Seetchan*
City or Town Mission City, B.C.
Street Address Grand Ave.,
Occupation Stenographer

M. Tonomura

Eva B. Jones

David Chiu