

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:- **SHONE 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 DOTH 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:-

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

SHOME SAITO and TATSUO SAITO and RAYMOND BOUFFARD
in the presence of

S. Saito

T. Saito

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 named **SHOME SAITO and TATSUO SAITO and RAYMOND BOUFFARD**
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. 1942

M. Fletcher
A Commissioner for taking affidavits within British Columbia.

DATED 15th day of April A.D. 1942

SHOJI SAITO and TAKESHI SAITO

TO

RAYMOND BOUFFARD

FARM LEASE

Lease

JAMES M. CAMPBELL
Barrister - Solicitor

MISSION CITY

B. C.

Crop lease

April 15th 1942

9500-