

# This Indenture

made in duplicate the 3rd. day of April in the year of our Lord  
one thousand nine hundred and twenty-eight

## Between

G.L. Mastad of the Post Office of Loreburn, Province of  
Saskatchewan, "Farmer"

hereinafter called the lessor, of the FIRST PART

## And

Henry Peters of Post Office of Hawarden, Province of Saskatchewan  
"Farmer"

hereinafter called the lessee, of the SECOND PART

**Witnesseth** that in consideration of the rents, covenants, promises, agreements and undertakings hereinafter reserved and contained on the part of the lessee, to be paid, kept, observed and performed, the lessor hath demised and leased and by these Presents doth demise and lease unto the lessee, the following farm land situate in the Province of Saskatchewan, that is to say,

the North Half (½) Section (4)  
Township Twenty-nine (29) Range Five (5) West of the 3rd. Meridian.

**To Have and to Hold** the said land for and during the term of Two (2)  
, to be computed from the 3rd. day of April in the year  
of our Lord one thousand nine hundred and twenty-eight and from thenceforth next ensuing  
and fully to be complete and ended; on the 1st. day of March A.D. 1930

**Yielding and Paying** therefor yearly during the said term, unto the lessor, the clear yearly rental of a one-half share or portion of the whole crop of the different kinds and qualities of grain which shall be grown on the said land in each year of the said term, without any deduction, defalcation or abatement whatsoever.

**And Yielding and Paying** therefor yearly during the said term, unto the lessor, the sum of  
dollars for each acre of the said land hereinafter agreed to be summerfallowed in that year that shall not be so summerfallowed;

**The Lessee Covenants**, promises, and agrees with the lessor; that he will pay the said rental at the times herein provided for payment thereof; that he will at all times during the said term keep and at the end thereof yield up the said land in good and tenantable repair, accidents and damage to buildings from fire, storm and tempest or other casualty and reasonable wear and tear excepted.

**The Lessee Further Covenants**, promises and agrees with the lessor; that he will not, without leave, assign or sublet; that he will cultivate; that he will not cut timber; that he will not carry on offensive trade; and that the covenants in this paragraph contained shall be taken to have the same effect and be construed respectively as if there had been used the corresponding form of words contained in column two of form "O" in the second schedule to THE LAND TITLES ACT of the Province of Saskatchewan;

**The Lessee Further Covenants**, promises and agrees with the lessor; that he will in each year of the said term in the proper season and in a proper husbandmanlike manner seed to wheat or such other grain as the lessor shall consent to in writing, all of the said land then converted into tillage save such as is to be summerfallowed in that year as hereinafter provided; that he will at the proper season of each year of the said term in a proper husbandmanlike manner summerfallow 65 acres of the said land, such summerfallow to be plowed between the 15th day of May and the 1st day of July in each year, that he will use for seed only good grain free from dirt and weed seeds and properly bluestoned or otherwise similarly treated chemically; that he will use his best endeavour and approved method of husbandry to prevent the growth of and exterminate all noxious weeds; that he will protect and care for the crop; that he will in each year insure and keep insured against loss or damage by hail the crop then growing on the said land, to the amount of \_\_\_\_\_ dollars per acre and will assign the policy or policies thereof to the lessor, one \_\_\_\_\_ of the moneys realized from such insurance to be retained by the lessor in lieu of his proportionate share of the crop lost or damaged.

*M.A.J.*

That he will at the proper season properly harvest the crop; that forthwith after the harvest he will thresh the crop and will exercise diligent care that the threshing outfit be not one that will bring weed seeds onto the said land; that forthwith after threshing he will deliver the lessor's share of the grain in an elevator or in a railway car or cars on the track at Jay's Siding or Hawarden in the Province of Saskatchewan, in the name of the lessor; that he will give the lessor five days' notice in writing of the time he expects to commence threshing and if the threshing be interrupted for a period of more than a week, then like notice of the time he expects to resume threshing; that forthwith after threshing he will deliver to the lessor a statement signed by the manager of the threshing outfit, showing the date of the threshing, the quantities of grain of the different kinds threshed.

That the lessee shall haul of all stone from cultivated land and keep all manure away from the buildings, that he will pay the telephone assessments and the upkeep of the telephone,

It is further mutually agreed between the lessor and the lessee that the lessee shall plow the summerfallow at least five inches deep, will cultivate over the summerfallow at least once before the first day of August in each and keep down the vegetation on the land being summerfallow each year at all times, he will pay to the lessor on the date of the cutting of any of the crop on the said land in each year of such default the sum of Six (6) dollars for each acre not so summerfallowed and the same and the said amount is hereby expressly agreed to be liquidated damages.

And it is further agreed that the said sum shall be and it is hereby declared to be part of the year's rental and to be recoverable as such and at the same time and in the same manner as the rental hereinbefore described together with all costs thereof.

And it is further agreed and the lessee does hereby grant unto the lessor full license and power to distrain for the said sum and waives any and all exemptions that may be provided by the statutes in force in the Province of Saskatchewan

That the lessee shall use the pasture for the use of his own stock only, and shall not over stock the pasture

**It is Agreed** by the lessor and the lessee as follows, that is to say:

**An Undivided One-half** interest in all crops sown hereunder shall vest in and become the property of the lessor forthwith upon the same being sown;

**So Soon As** the crop or any portion thereof has been severed from the land, the current year's rental shall forthwith become due and payable;

**If and When** the lessee makes default in payment of any sum payable hereunder or in the performance of any covenant, promise, agreement or undertaking herein contained on his part, the then current year's rental shall become forthwith due and payable and the said term shall at the option of the lessor become forthwith forfeited and void;

**If and When** the lessee makes default in payment of any sum payable hereunder or in the performance of any covenant, promise, agreement or undertaking herein contained on his part, the lessor may at any time thereafter re-enter into and upon the said land and the same have again, repossess and enjoy as of his former estate;

**If and When** the lessee makes default in harvesting, threshing or delivering the lessor's share of crop as herein provided, the lessor may have such harvesting, threshing and delivering or any of them, done, and the lessor's proper expense of so doing shall be added to and be deemed to be rental hereunder for the then current year and shall be payable forthwith by the lessee to the lessor; and the lessor shall in such case have the right to delivery from the lessee's share of the crop of sufficient grain at the then market price thereof, to realize the amount of such expense, or the lessor shall have the right to retain the amount from the lessee's share of any insurance moneys realized hereunder.

It is further mutually agreed that the lessor shall furnish all seed grain, pay one-half of the threshing and twine bills

**If the Said Term** or any of the goods and chattels of the lessee shall at any time be 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 his creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any writ of execution shall issue against the goods and chattels of the lessee, the then current year's rental shall become forthwith due and payable and the said term shall at the option of the lessor become forthwith forfeited and void;

The Lessee paying the said rental and performing the covenants, promises, agreements and undertakings herein contained on his part, shall and may peaceably possess and enjoy the said land for the said term, without any interruption or disturbance from the lessor or any person claiming through or under the lessor;

Time shall be in every respect of the essence of these Presents;

These Presents shall for all purposes be construed according to the laws of the Province of Saskatchewan and any cause of action arising hereunder or by virtue hereof shall be deemed to have arisen at the City of Moose Jaw in the said Province and such action may be entered and tried in the judicial district in which the said City of Moose Jaw is situate;

The Terms "lessor" and "lessee" and references thereto herein shall include the executors, administrators, (successors in the case of a corporation) and assigns of the lessor and lessee respectively and the said terms and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of corporation) gender, when the context so requires; and all covenants shall be construed as being joint and several;

In Witness Whereof the parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered  
in the presence of  
William H. Jay } G. L. Talled  
as to execution by the lessor and in }  
the presence of } Henry Peters  
William H. Jay }  
as to execution by the lessee }

And I, \_\_\_\_\_ wife of the above-named  
DO HEREBY DECLARE That I have  
executed these Presents for the purpose of relinquishing all my rights to the said homestead in favour of  
the within-named lessee

**Certificate under "The Homesteads Act, 1920"**

I, \_\_\_\_\_ in and for the Province of Saskatchewan and residing at  
the \_\_\_\_\_ of \_\_\_\_\_ therein, DO CERTIFY:—

That I have examined \_\_\_\_\_ wife of \_\_\_\_\_ the owner and  
lessor named in the within Indenture, separate and apart from her husband, and she acknowledges  
to me that she signed the same of her own free will and consent and without any compulsion on the part of  
her husband and for the purpose of relinquishing her rights in the homestead in favour of  
the lessee named in the within Indenture; and  
further that she was aware of what her rights in the said homestead were.

I further certify that I am not disqualified under section 3 of the Homesteads Act from taking the above  
acknowledgement.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192 .

MY COMMISSION EXPIRES Dec. 31st/29

Sworn before me at the Village of Hawarden in the Province of Saskatchewan the 3rd day of April 1928

*G. J. Tasted*

(or) 2. That I have no wife at any time within the period of one year immediately preceding the execution of this instrument.  
2. That no part of the land described in the said lease is my homestead, or has been my homestead at any time within the period of one year immediately preceding the execution of this instrument.  
1. I am the lessor named in the within lease and I say: make oath and say as follows:  
I, G. J. Tasted of the Village of Hawarden in the Province of Saskatchewan do certify:  
to wit: of Saskatchewan

Dated April 3rd. A.D. 1928

G. J. Tasted

TO

Henry Peters

**Farm Lease**  
(Share of Crop)

THE WILSON STATIONERY CO., LTD.

11 1/2-5-29-5 W 3rd. Sask.

Sworn before me at the Village of Hawarden in the Province of Saskatchewan the 3rd day of April 1928  
3. That I know the said in the within instrument and execute the same for the purposes named therein.  
2. That the same was executed at the within instrument who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.  
1. That I was personally present and did see named in the within instrument make oath and say as follows:  
I, G. J. Tasted of the Village of Hawarden in the Province of Saskatchewan do certify:  
to wit: of Saskatchewan

Sworn before me at the Village of Hawarden in the Province of Saskatchewan the 3rd day of April 1928  
3. That I know the said parties in the Province of Saskatchewan and that I am the subscribing witness thereto and they each are in my belief of the full age of twenty-one years.  
2. That the same was executed at the Village of Hawarden and that I am the subscribing witness thereto and within instrument who are personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.  
1. That I was personally present and did see G. J. Tasted and Henry Peters named in the within instrument make oath and say as follows:  
I, William H. Jay Agent of the Village of Hawarden in the Province of Saskatchewan do certify:  
to wit: of Saskatchewan

*William H. Jay*

~~A. Commissioner for Oaths in and for the Province of Saskatchewan~~