

# This Indenture

made in duplicate the 1 day of March in the year of our Lord  
one thousand nine hundred and fortysix

**Between**

G.L. TASTAD of Loreburn in the  
province of Saskatchewan

hereinafter called the lessor, of the FIRST PART

**And**

BYRON TASTAD of Loreburn in the  
province of Saskatchewan

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, 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 west half of section Thirty-three  
(33) in township Twenty-six (26) in  
range Five (5) West of the Third Meridian

**To Have and to Hold** the said land for and during the term of One (1) year  
, to be computed from the 1 day of March in the year  
of our Lord one thousand nine hundred and forty six and from thenceforth next ensuing  
and fully to be completed and ended;

**Yielding and Paying** therefor yearly during the said term, unto the lessor, the clear yearly rental of a  
one- THIRD 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 abate-  
ment 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 same to be paid the day following the last day herein-  
after limited for summerfallowing.

**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 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 100 acres of the said land, such  
summerfallow to be plowed between the 1 day of June and the 1 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.

**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 **LoREburn** 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.

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

**An Undivided One- THIRD** 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 thereunder.

**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 Said Term may be determined by the lessor at any time before the first day of or after the first day of December in any year, on \_\_\_\_\_ week's notice by mailing a notice, to such effect to the lessee at \_\_\_\_\_ Post Office, and in such case the lessee shall after he has given up possession in accordance with such notice, be entitled to \_\_\_\_\_ dollars per acre for plowing properly done by him (over and above the number of acres herein agreed to be fall ploughed and/or summerfallowed) on the said premises in preparation for crop.~~

An Incoming Tenant or purchaser shall have the right to enter on the demised premises after harvest in the fall preceding the expiration of the said term for the purpose of preparing the land for crop.

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 village of Loreburn in the said Province and such action may be entered and tried in the judicial district in which the said village of Loreburn 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 term, and references thereto in the singular number and masculine gender shall also include the plural number and feminine (and neuter in the case of a corporation) gender, when the context so requires, and all covenants shall be construed as being joint and several;

~~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.~~

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

Signed, Sealed and Delivered in the presence of

*George L. Tasted*  
as to execution by the lessor and in the presence of

*George L. Tasted*  
as to execution by the lessee

*G. L. Tasted*

*B. G. Tasted*

Certificate Under "The Homesteads Act, 1930"

~~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. 194~~

Canada  
 Province of Saskatchewan  
 J. Georgetstad  
 of the post office  
 of Loreburn  
 Farmer  
 make oath and say as follows:  
 1. That I was personally present and did see G.L. Tasted and Byron Tasted named in the 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.  
 2. That the same was executed at the village of Loreburn in the Province of Saskatchewan and that I am the subscribing witness thereto, and each is in my belief of the full age of twenty-one years.  
 3. That I know the said G.L. Tasted and Byron Tasted and that I am the subscribing witness thereto, and sworn before me at the village of Loreburn in the Province of Saskatchewan this 1 day of March A.D. 1946.

*George J. Tasted*

Accountant for Oaths and sold for in and for the Province of Saskatchewan

Canada  
 Province of Saskatchewan  
 J. Georgetstad  
 of the Province of Saskatchewan  
 make oath and say as follows:  
 1. That I was personally present and did see within instrument who personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.  
 2. That the same was executed at the village of Loreburn in the Province of Saskatchewan and that I am the subscribing witness thereto, and each is in my belief of the full age of twenty-one years.  
 3. That I know the said G.L. Tasted and Byron Tasted and that I am the subscribing witness thereto, and sworn before me at the village of Loreburn in the Province of Saskatchewan this 1 day of March A.D. 1946.

Canada  
 Province of Saskatchewan  
 J. Georgetstad  
 of the Province of Saskatchewan  
 make oath and say as follows:  
 1. That I was personally present and did see within instrument who personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.  
 2. That the same was executed at the village of Loreburn in the Province of Saskatchewan and that I am the subscribing witness thereto, and each is in my belief of the full age of twenty-one years.  
 3. That I know the said G.L. Tasted and Byron Tasted and that I am the subscribing witness thereto, and sworn before me at the village of Loreburn in the Province of Saskatchewan this 1 day of March A.D. 1946.

in and for the Province of Saskatchewan

Dated A.D. 1946  
 G.L. TASTAD  
 TO  
 BYRON TASTAD  
**Farm Lease**  
 (Share of Crop)  
 THE WILSON STATIONERY CO., LTD.

Canada  
 Province of Saskatchewan  
 J. Georgetstad  
 of the Province of Saskatchewan  
 make oath and say as follows:  
 1. I am the lessor  
 2. That I have no wife:  
 (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 seven years immediately preceding the execution of the said lease:  
 (or)  
 (2) That my wife does not reside in Saskatchewan and has not resided therein at any time since the marriage:  
 Sworn before me at the Province of Saskatchewan this day of A.D. 1946

in and for the Province of Saskatchewan



# THE Wawanesa

**MUTUAL INSURANCE COMPANY**  
HEAD OFFICE WAWANESA MANITOBA  
(HEREINAFTER CALLED THE INSURER)

Whereas an application in writing has been made by the Applicant therein mentioned (and hereinafter called the Insured) to the Insurer for a contract of insurance in respect of the automobile(s) (hereinafter called the automobile) described in the said application and the said application forms part of this contract of insurance and is as follows:

**POLICY No.** S444433

### APPLICATION

**Item 1.--Full name of the Applicant** C.L. Tastad Age 68  
Residence Address Street and No. Town Loreburn Prov. Saskatchewan  
Racial Extraction Norwegian Occupation or Business Farming  
(IF MARRIED WOMAN GIVE HUSBAND'S BUSINESS OR OCCUPATION)  
Employed by Self Business Address Loreburn, Saskatchewan.

The Automobile is and will be chiefly used and usually kept in the above Town and Province unless otherwise specified herein.

**Item 2.--Particulars of the Automobile to be Insured:-**

Model Year	No. Of Cylinders	Trade Name	Type of Body	Truck Tonnage	Serial No.	Motor No.	Model Letter or Number	Wheelbase
1940	6	Chevrolet	Sedan		0-101983875		1019	112 1/2
Purchased by Applicant		Cash Purchase Price to Applicant including equipment	List Price	Is Automobile mortgage, lien or fully paid for?	State amount of mortgage, lien or encumbrances	State name and address of Lienholder or Mortgagee to whom, jointly with the Applicant, loss if any, under section B of the Insuring Agreements is payable as their interests may appear.		
Month	Year	New or Used						
Dec	1943	Used		Yes				
			\$1000.00	\$1200				

**Item 3.--**(a) State the purpose for which the Automobile is and will be chiefly used. Business and pleasure.  
(b) Will the Automobile be rented or leased; or used for demonstrating or testing; or as a taxicab, public omnibus, livery, jitney or sight-seeing conveyance; or for carrying passengers for compensation or hire?  
(c) Is or will the Automobile be licensed as a Public or Commercial Vehicle? If so state class of license or certificate.  
(d) Will the Automobile be operated by any person suffering from the loss of an eye, hand, foot or limb, or who is otherwise bodily deformed or maimed?

**Item 4.--**(a) Has any license, permit, registration certificate or other like authority, issued to the owner or a member of his family and household under any law or statute of any province, state or country relating to automobiles, to the knowledge of the applicant, been, or continued to be, suspended or cancelled within the three years preceding the application? If so, state particulars.  
(b) Has any Insurer cancelled, declined or refused to renew or issue automobile insurance to the Applicant? If so, state name of Insurer.

**Item 5.--Particulars of (a) any accident in which any automobile owned or operated by the Applicant has been involved within the three years preceding this application and (b) any claim made within such period against or by the Applicant arising out of the use or operation of an automobile.**

Answer Each Item Separately	Injury to Persons	Damage to Property of Others	Collision Damage to Automobile	Loss by Fire	Loss by Theft
	n	o	o	n	e

**Item 6.--**This application is made for insurance against one or more of the perils mentioned in this Item, but for insurance under that subsection or those subsections for which a premium is specified in this Item and no other and upon the terms and conditions of the Insurer's corresponding standard policy form and for the following specified limits and amounts.

INSURING AGREEMENT		PERILS	LIMITS AND AMOUNTS	PREMIUM
A Third Party Liability	1.	Legal Liability for Bodily Injury or Death	\$ 5000 (exclusive of interests and costs) for loss or damage resulting from bodily injury to or the death of any one person, and, subject to such limit for any one person so injured, or killed, \$ 10000 (exclusive of interest and costs) for loss or damage resulting from bodily injury to or death of two or more persons in any one accident.	\$ 6.00
	2.	Legal Lia. for Damage to Property of Others	\$ 1000 (exclusive of interest and costs) any one accident.	\$ Included.
B Loss of or Damage to Insured Automobile	1.	Collision	Sum payable by Insured in respect of each separate claim \$ 100 00 Actual Cash Value at time of Loss or Damage	\$ 6.00
	2.	Fire and Transportation	\$ not exceeding Rate %	\$ 4.00
	3.	Theft	Sum payable by Insured in respect of each separate claim \$ \$ Actual Cash Value at time of Loss or Damage not exceeding Rate %	\$ Included.
ENDORSEMENTS		Passenger Hazard: \$ 1.00	TRAILER PERMIT: \$	RADIO: \$
		DRIVE OTHER AUTOS: \$	MISCELLANEOUS COVERAGES: \$	\$ nil
			PREMIUM	\$ 17.00
LESS DISCOUNTS				\$ nil
		Minimum Premium - \$5.00	NET PREMIUM	\$ 17.00

**Item 7.--**The policy period shall be from July 12th 1946 to July 12th 1947, 12.01 a.m. Standard Time as to each of said dates.

Insurer, upon demand, any amount which the Insurer shall have paid by reason of the provisions of any statute or would not otherwise be liable to pay under the policy issued upon this application. If the Insured, or any person claiming under the automobile described herein and that the statements above made are in every respect true and correct, and I hereby certify the truth of the said statements.

Insured, upon demand, any amount which the Insurer shall have paid by reason of the provisions of any statute or would not otherwise be liable to pay under the policy issued upon this application. If the Insured, or any person claiming under the automobile described herein and that the statements above made are in every respect true and correct, and I hereby certify the truth of the said statements.

Saskatchewan, B.G. Tastad  
at Signature of Applicant

**CANCELLATION OF POLICY**

Date of Cancellation	Day	Month	Year
Date of Policy			
Time in Force			
Whole Premium - - \$			
Premium Earned - - \$			
Rebate - - - - - \$			

Please state whether PRO RATA or SHORT DATE and why:

Agency ..... 19

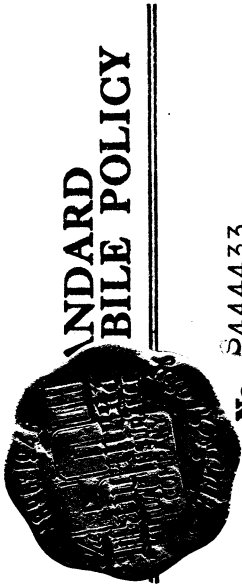
Received of **THE WAWANESA MUTUAL INSURANCE COMPANY**

The sum of ..... Dollars

being return premium in consideration of which this policy is hereby cancelled and surrendered.

Payee, (if any,) Must Discharge Interest ..... **INSURED**

..... **PAYEE**



No. 5444433.....

**THE WAWANESA**  
MUTUAL INSURANCE COMPANY  
HEAD OFFICE  
WAWANESA, MANITOBA  
CANADA

H. E. HEMMONS, Managing-Director

**INSURED** C. L. Tastad,  
Loreburn, Saskatchewan  
**PREMIUM \$** 17.00  
**EXPIRES** July 12th 19 47  
at 12:01 Standard Time

**AGENCY**  
O.H. Pederson,  
Broderick, Saskatchewan.

**READ YOUR POLICY CAREFULLY**  
N.B.—For your own security please read your Policy, as on its conditions only the Company is liable, and if it be not made out in accordance with your application immediately return it for alteration.

**S.E.F. No. 1**

**PASSENGER HAZARD ENDORSEMENT**

Provided an additional premium is stated for this endorsement in Item 6 of the application, it is hereby understood and agreed that paragraph (d) of subsection (1) of section A of the Policy to which this endorsement is attached is deleted.

Except as otherwise provided in this endorsement, all terms, provisions and conditions of the policy shall have full force and effect.