

No. 52

LEASE.

The Superintendent General of Indian Affairs.

TO

Andrew Moore

of River Lot No. 42

Sarnia Reserve

for 10 years  
from 1<sup>st</sup> Jan'y 1898

Dated 29<sup>th</sup> January 1898

File 194.127

Triplicate

**This Indenture**, made this Twenty-seventh  
day of January in the year of our Lord, One Thousand Eight Hundred and  
ninety-eight

BETWEEN The Superintendent General of Indian Affairs, of the first part, and

Andrew Morse of the Lacuria  
Indian Reserve, Farmer

of the second part;

WITNESSETH that the party of the first part, in consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the party of the second part, his executors, administrators and assigns, to be paid, done, and performed, he the said party of the first part, hath demised and leased, and by these presents doth demise and lease, unto the said party of the second part, his executors, administrators and assigns, ~~ALL that~~ parcel or tract of land, situated in the ~~Town~~ River Lot of Indian Reserve in the County of Dumfries and Dominion of Canada, containing by admeasurement Twenty-four acres be the same more or less, being composed of

River Lot  
Number Forty-two of the  
Lacuria Indian Reserve

TOGETHER with all and singular the appurtenances to the said premises belonging, TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said party of the second part, his executors, administrators and assigns, for, and during, and unto, the full end and term of Ten years, to be computed from the

First day of Jan January, one thousand  
eight hundred and ninety-eight, and

from thenceforth ensuing, and fully to be complete and ended. SUBJECT NEVERTHE-

LESS, to a determination or cession of the said Term before the expiration thereof, under the proviso or condition hereinafter mentioned, Yielding and paying yearly during the said Term, unto the said party of the first part, the clear yearly rent or sum of

Twenty-five Dollars -  
without any deduction whatever. payable in  
advance on the First day  
of January, in each and  
every year,

the first payment of the rent now to accrue and become due, to be payable and paid on  
the \_\_\_\_\_ day of the signing of this lease -

And the said party of the second part doth hereby for himself, his heirs, executors, and administrators, covenant with the said party of the first part, his successors and assigns, that he the said party of the second part, his heirs, executors, administrators, or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the said party of the first part, his successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforesaid premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he the said party of the second part, shall not, nor will, during the said term grant, or demise, assign, transfer, or set over, or otherwise by any act or deed, procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term, or interest therein, to be granted, assigned, transferred, or set over, to any person or persons whomsoever, without the consent in writing of the said party of the first part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises, or any part thereof, or any term or interest therein; nor shall or will he do or suffer any act or deed whereby the said term, or any unexpired part thereof, shall or may be taken in execution, seized, or sold. And also that he the said party of the second part, his executors, administrators, or assigns, shall not at any time during the said term, lop, top, cut down, or destroy any timber or trees growing on the said land further than may be necessary for fuel, fences and building timber for the use of the said premises, and to be used thereon. And shall not, nor will sell, or permit or suffer to be sold or used, on said premises, any spirituous liquors, ale, beer or any intoxicating beverage whatever.

The said Lessee to make all the necessary improvements, and keep the farm in good condition.

The Indian Locatee to supply a sufficient number of posts to repair the line fences and also for a capes, also enough barbed wire to finish the fence, and enough staples to fasten the same. Also to supply material for repairing the fence when required. The labour in connection therewith to be done by the Lessee.

If at any time either the Lessee or Locatee should desire to terminate this lease, then a six months' notice shall be given by the party desiring the termination thereof.  
No straw to be removed from the land hereby leased.

Nor shall he, except under license of the Superintendent-General of Indian Affairs or the duly appointed agent for the Reserve of which the lands duly leased form a part, cut, or allow to be cut, any wood or timber, except for fuel or fencing of lands covered by this lease, or sell or otherwise dispose of any wood or timber standing or lying upon the said lands.

And further, that the said party of the second part, his executors, administrators, or assigns, shall not, nor will do, suffer or commit, any unlawful or voluntary waste, spoil, or destruction whatsoever upon the said premises, nor shall he remove any manure, spoil, from, either during the term or at the expiration of this lease, but shall and will in all respects use and manage the said lands and premises in a fair and husbandlike manner. And, further, that the said party of the second part, his executors, administrators, or assigns, shall and will from time to time, and at all times during the said term, keep the fences, barns, houses, and buildings thereon erected, and being or during the said term to be erected, in good and tenable state of repair; and the said fences and barns, houses and buildings, so being repaired, shall and will at the end, expiration, or other determination of the said term, which shall first happen, peaceably and quietly leave, surrender, and yield up, all and every part thereof, unto the said party of the first part, his successors or assigns, without the payment or allowance, by the said party of the first part, of any sum of money whatever, to the said party of the second part, his executors, administrators, or assigns, or any tenants or occupiers of the said land, for any houses, buildings, or improvements, erected or made by the said party of the second part, his executors, administrators and assigns, or the tenants or occupiers of the said lands and premises, or any part thereof; and the said party of the first part, for himself, his successors, doth hereby covenant to and with the party of the second part, his executors, administrators, or assigns, that he the said party of the second part, his executors, administrators, or assigns, well and truly paying the said yearly rent hereby reserved, and observing and performing the covenants hereinbefore contained, shall quietly and peaceably hold and enjoy the said lands and premises, with the appurtenances, during the said term, without any disturbance whatever by the said party of the first part, his successors or assigns. PROVIDED ALWAYS, and it is hereby agreed that if the rent hereby reserved, or any part thereof, shall at any time or times during the said term be in arrear or unpaid for the space of Forty days next after the days or any of them whereon the same shall become due, according to the reservation thereof hereinbefore contained, whether the same be demanded or not, or in case of breach or non-performance of any or either of the covenants herein contained on the part of the said party of the second part, his executors, administrators, or assigns, to be observed and performed, that then and in such case or either of them, it shall be lawful for the said party of the first part, his successors or assigns, or any of them, at any time after the expiration of the said forty days, into and upon the said lands, tenements, and premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, re-possess and enjoy, as if this indenture had never been made, and in that case or either of them, this present indenture, and every clause, matter, and thing therein contained, and the term hereby granted, shall cease, determine and be absolutely void to all intents and purposes whatever, and the said party of the first part, his successors or assigns, shall thereupon hold the said lands and premises, with the appurtenances, utterly discharged of this lease, and of all covenants and provisions herein contained, without the payment or allowance by the said party of the first part, of any sum of money whatever to the said party of the second part, his executors, administrators, or assigns, or any tenants or occupiers of the said land, for any houses, buildings, and improvements, erected or made by the said party of the second part, his executors, administrators and assigns, or to the tenants or occupiers of the said lands and premises, or any part thereof.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land, without thereby causing any diminution of rent.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered,

IN PRESENCE OF

*William Seale*  
Acting

As to the signature of the Deputy  
of the Superintendent General of  
Indian Affairs.

*L. M. Lean*  
Acting Deputy of the Supt. Genl.  
of Indian Affairs.



*A. H. Shaw*

As to the signature of

*Andrew Moore*

*Andrew Moore*

