

This Indenture

made the *first*
day of *May* in the year of our Lord one thousand eight hundred and seventy *eight*

Between *John Vanwyke of the Town of Walter-*
-ton in the county of Bruce in Ontario
gentleman and Antony Alt and John Decker
under the style or firm of
Decker and Alt of the same place
Livery men

Witnesseth, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said part *ys* of the Second Part, *their* Executors, Administrators and Assigns, to be paid, observed and performed, the said part *y* of the First Part ha *th* demised and LEASED, and by these Presents DO *th* demise and LEASE unto the said part *ys* of the Second Part, *their* Executors, Administrators and Assigns, *All* that Messuage or Tenement situate, lying and being

Composed of the west half of lot
number twelve north of Durham Street
in the said Town of Westerton in said
county of Bruce

Together with all houses, out-houses, yards and other appurtenances thereto belonging or usually known as part or parcel thereof, or as belonging thereto; *To Have and To Hold* the said Messuage or Tenement and Premises, unto the said part *es* of the Second Part, *their* Executors, Administrators and Assigns, for and during the term of *One year*

from the *first* day of *May* to be computed
hundred and *Seventy eight* one thousand eight
fully to be complete and ended; *Yielding and Paying* therefor yearly and every year during the

said term hereby granted unto the said party of the First Part, *his* Heirs, Executors, Administrators and Assigns, the sum of *one hundred dollars per* to be payable *quarterly* on the following days and times, that is to say:

on the first days of August, November, February, and May next ensuing

the first of such payments to become due and be made on the *first* day of *August* next, and the last of such payments to be made ~~in advance~~ on the *first* day of *May* at ~~preceding~~ the expiration of the said term,

quarterly
Provided always, and these Presents are upon this express condition, that if the said ~~yearly~~ rent hereby reserved, or any part thereof, shall at any time remain behind or unpaid for the space of twenty-one days next, or over or after any of the days on which the same shall become due and payable, or if a breach or default shall be made in any of the covenants hereinafter contained by the said part of the Second Part, *Their* Executors, Administrators and Assigns, **Then** and in every such case it shall be lawful for the said party of the First Part, *his* Heirs, Executors, Administrators or Assigns, into and upon the said 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 these Presents had never been executed.

And the said party of the Second Part *Their* Heirs, Executors, Administrators and Assigns, **DO** hereby COVENANT, PROMISE AND AGREE, to and with the said party of the First Part, *his* Heirs, Executors, Administrators and Assigns, **That** *they* the said party of the Second Part, *Their* Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid to the said party of the First Part, *his* Heirs, Executors, Administrators or Assigns, the said ~~yearly~~ *quarterly* rent hereby reserved, at the times and in the manner hereinbefore appointed for payment thereof.

And also shall and will from time to time, and at all times during the said term, keep in good and sufficient repair the said premises hereby demised, reasonable wear and tear and accidents by fire and tempest excepted; and the same so kept in repair shall and will at the end, expiration or other sooner determination of the said term, peaceably and quietly yield and deliver up to the said party of the First Part, *his* heirs, executors, administrators or assigns; **And** also shall and will ~~well and truly~~ *not* pay or cause to be paid ~~any~~ taxes, rates, levies, duties, charges, assessments and impositions whatsoever, whether Parliamentary, local or otherwise, which now are or which during the continuance of this demise shall at any time be rated, taxed or imposed on or in respect of the said demised premises or any part thereof. *Taxes &c to be paid by lessor*

And also, that it shall be lawful for the said party of the First Part, *his* heirs; executors, administrators and assigns, and their agents respectively, either alone or with workmen or others, from time to time, at all reasonable times in the day-time, during the said term, to enter upon the said demised premises, and every part thereof, to view and examine the state and condition thereof; and in case any want of reparation or amendment be found on any such examination, ~~the~~ *not* said party of the Second Part, *Their* executors, administrators or assigns, shall and will ~~from time to time~~ cause the same to be well and sufficiently repaired, amended and made good within one month next after notice in writing shall have been given to ~~or left at or upon the said hereby~~ demised premises for that purpose; **And** if the said party of the Second Part, ~~executors,~~

administrators or assigns, shall fail in making the necessary repairs in manner hereinbefore described, that it shall be lawful for the said part of the First Part, heirs, executors, administrators and assigns, and agents, to enter into and upon the said hereby demised premises, and have the same repaired in a proper manner, and to render the amount for such repairs to the said part of the Second Part, executors, administrators and assigns, and demand payment for the same; and if default is made, to sue for the same in any Court of law having jurisdiction over the same.

And the said part *ies* of the Second Part, *Their* executors, administrators or assigns, shall not nor will at any time or times during the continuance of this demise, sell, assign, let, or otherwise part with this present lease, or the said premises hereby demised, or any part thereof, to any person or persons whomsoever, for the whole or any part of the said term, nor alter, change or remove any part of the said premises, yards or offices, externally or internally, without the license or consent in writing of the said part *y* of the First Part, *Their* heirs, executors, administrators or assigns, from time to time first had and obtained.

And the said part *y* of the First Part, for *himself his* heirs, executors, administrators and assigns, COVENANT with the said part *ies* of the Second Part, *Their* executors, administrators and assigns, *That they* the said part *ies* for the Second Part, *Their* executors, administrators and assigns, well and truly paying the rent hereinbefore reserved, and observing, performing and keeping all the covenants hereinbefore contained, shall and may from time to time and at all times during the said term, peaceably and quietly enjoy the said premises hereby demised, without molestation or hindrance.

And if the term hereby demised shall at any time be seized or taken in execution, or in attachment by any creditor of the part *ies* of the Second Part, or if the said part *ies* of the Second Part shall make any assignment for the benefit of creditors, or being bankrupt or insolvent shall take the benefit of any Act in force for bankrupt or insolvent debtors, the then current *quarters* rent shall immediately become due and payable, and said term shall immediately become forfeited and void, but the next current *quarters* rent shall nevertheless be at once due and payable.

In Witness whereof, the said Parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered,

IN PRESENCE OF

R. W. Ross.

John Vanuyck

Antony Alt

John Decker

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E

Dated, 1st May 1878

Jno Cauntyke

TO

Douglas & Co

LEASE

OF

A Certain Messuage

SITUATE AT

Halkerton

R. W. Ross

CONVEYANCER.

Wm. Bryce, Wholesale Stationer, Richmond Street, London.