

No. 7180

Commonwealth Co.

V. United Fruit Co.

See Check.

The declaration of leave, made and entered into the 31st day of October, 1907, by and between the Commonwealth Land Company, a corporation organized under the laws of the United States in force in the Indian Territory, of Muskogee, Oklahoma, Territory known as the party of the first part, and Charles J. Brown and Charles J. Brown, known as the party of the second part, stipulated, that the party of the first part hereby demises, lets and leases to the party of the second part, for the term of one year from the first day of January, 1907, the following described parcel of land which is situated in the Creek Nation of the Indian Territory, to-wit: the S¹/₂ of S¹/₄ of Section 8, Township 17, North, Range 14 East, containing 80 acres more or less being the allotment of James W. Wallace, deceased.

It is agreed by and between the parties hereto that the party of the second part herein is to farm the above described land to the fullest possible extent.

And the party of the second part further agrees and binds himself to furnish all labor, horse, tools, implements, seeds, etc.

It is further agreed and understood by the parties to this agreement that the party of the second part shall pay to the party of the first part, as rental one thousand and fifty (\$150.00) Dollars and amount to be paid on the first day of November, 1908.

It is also agreed and understood by and between the parties hereto that the party of the second part, is to receive all of the crops on any and all new land covered by this contract which he may break and put in a state of cultivation during the life of this agreement. It is hereby agreed and understood that the party of the second part shall keep all buildings, fences, out-fences, etc., in good repair and maintain possession of the premises included in the expiration of this lease to the party of the first part in good repair and without notice.

The party of the second part further covenants with the party of the first part to work said land in a good and workmanlike manner, and not leave the land to go to waste and land, the party of the first part shall have the privilege of selling teams and men on the premises to carry out said work, and the expense of said teams and men is to be charged to the party of the second part, and taken out of the produce of the crops raised.

It is mutually understood and agreed by and between the parties hereto that the party of the first part is to have a fair and well cropped yield on the premises herein described for the rental now set by the party