

CORPORATION OF THE DISTRICT OF BURNABY

By-law No. 223.

A By-law to grant to Dominion Film Corporation Limited aid by way of bonus by a grant of the sum of Twenty-eight Thousand Dollars (\$28,000.00) in terms of the agreement annexed to this By-law.

WHEREAS Dominion Film Corporation Limited proposes to establish an industry in the Municipality of Burnaby provided the Corporation of the District of Burnaby will grant to the said Company a bonus for the purpose of purchasing a site for said industry in terms of the agreement annexed to this By-law

AND the Corporation of the District of Burnaby has agreed to enter into the agreement with the Dominion Film Corporation Limited hereto annexed.

NOW THEREFORE the Municipal Council of the Corporation of the District of Burnaby enacts as follows:-

1. The Corporation of the District of Burnaby shall enter into the agreement with the Dominion Film Corporation Limited hereto annexed which agreement is hereby incorporated with and made part of this By-law.

2. The seal of the Corporation of the District of Burnaby shall be affixed to the said agreement under the hands of the Reeve and Clerk of the said Municipality on the final passage of this By-law.

3. This By-law shall take effect on its final passage and registration.

4. This By-law shall before the final passage thereof receive the assent of the Electors of the said Municipality in the manner required by law.

5. This By-law may be cited as "DOMINION FILM CORPORATION LIMITED BONUS BY-LAW 1917."

DONE AND PASSED in Open Council the 23rd.  
day of April, 1917.

RECEIVED the assent of the Electors at an election  
for the purpose on the 12th. day of <sup>May,</sup>~~April~~, 1917.

RECONSIDERED and finally passed the  
day of 1917.

C.M.C.

Reeve.

"DOMINION FILM CORPORATION LIMITED BONUS BY-LAW, 1917."

SCHEDULE.

T H I S A G R E E M E N T made in duplicate the day of ~~April~~ in the year of our Lord one thousand nine hundred and seventeen

BETWEEN :

DOMINION FILM CORPORATION LIMITED, a body corporate having its head office at the City of Victoria in the Province of British Columbia, hereinafter called the Company

of the ONE PART :

A N D

THE CORPORATION OF THE DISTRICT OF BURNABY, hereinafter called the Municipality

of the OTHER PART :

WHEREAS the Company proposes to establish a permanent motion picture plant within the boundaries of the said Municipality of Burnaby and to make motion pictures and photo plays thereat and by means of motion pictures and motion picture advertising to diffuse information respecting the advantages of the Municipality

AND WHEREAS the Company proposes to acquire by purchase a site for the said plant to be situate at West Burnaby station in the said Municipality of Burnaby consisting of 11½ acres more or less and extending from the B.C. Electric track to Kingsway and more particularly known and described as Block 17 of District Lots 151, 152 and 153, Group 1, Map 783; Lots 1 to 12 of the West half of Block 18 of District Lots 151, 152 and 153, Group 1, Map 1993, ~~and~~

AND WHEREAS the Company has applied to the Municipality for aid by way of bonus by a grant of the sum of \$28,000.00 being the purchase price of the said site and has offered to hypothecate the said site as security for the compliance with the terms and conditions upon which such aid is given as hereinafter set forth.

NOW THIS AGREEMENT WITNESSETH that in consideration of the premises and the sum of \$28,000.00 now paid by the Municipality to the Company, the receipt whereof is hereby acknowledged, the Company for itself its successors and assigns hereby covenants, promises and agrees to and with the Municipality its successors and assigns in manner following that is to say:-

1. The Company shall immediately after the execution of this agreement acquire indefeasible title to the said lands in fee simple in the name of the Trustee hereinafter mentioned free from all encumbrances and shall thereafter as soon as it can conveniently do so establish a permanent motion picture plant consisting of a miniature city to be known as "Maple Leaf City" wherein will be situate an administration building having a floor space of at least 5000 square feet; a factory or developing plant having a floor space of at least 2500 square feet; an outdoor studio having a floor space of at least 7000 square feet; an indoor studio having a floor space of at least 7000 square feet; a miniature mining town, a Hudson Bay Post, a Hindoo village and will also beautify the grounds with arbours, pergolas and lawns and will also establish a number of other incidental buildings and conveniences necessary for the carrying on of the Company's business and will therein make and take motion pictures and photo plays.

2. The Company shall expend within the boundaries of the Municipality of Burnaby within the period of four years from the date of this agreement at least \$575,000.00 of which at least \$50,000.00 shall be spent by the Company within 18 months from

the execution of this agreement in placing buildings and permanent equipment on and otherwise improving the said lands and the remainder of the said sum of \$575,000.00 in salaries, supplies, materials and for other purposes connected with the manufacturing and production of motion pictures and photo plays. Such amounts are to be proved to have been so expended to the satisfaction of an auditor to be appointed and paid by the Company but such auditor to be subject to approval by the Council of the Municipality.

3. The Company shall within 30 days from the execution of this agreement commence work on the erection of the said plant and shall have the said plant, or sufficient thereof to carry on actual operation of the production and manufacture of motion pictures and photo plays completed within four months from the execution of this agreement.

4. All pictures and photo plays manufactured and sent out by the Company for exhibition shall include upon the titles of the pictures or upon the advertising posters thereof the words "Made in Maple Leaf City, B.C."

5. The Executive offices of the Company shall be upon the said site in the said Municipality and the Company will have on its Directorate at least one director who shall be nominated by or meet with the approval of the Council of the Municipality.

6. The Company shall employ the best obtainable experienced artists, camera men, directors of productions, actors and technicians and the Company shall, as far as practicable, employ local talent and purchase its supplies in the said Municipality.

7. The Company shall furnish employment to at least 75 heads of families and shall encourage its employees to reside in the said Municipality.

8. The Company shall within six months from the date hereof produce, manufacture and distribute an educational or industrial picture descriptive of Burnaby and to the satisfaction of the

Council of the Municipality and shall distribute the same through the same channels the Company employs in distributing its regular products and will also make upon demand two additional educational or industrial pictures of such other two cities in the Province of British Columbia as the Council of the Municipality may select and approve and will distribute the same through the regular channels of the Company, the Municipality to receive whatever amounts may be paid by the said two cities for the said pictures. The said three pictures shall each be at least 500 feet in length including titles and shall be made entirely by the Company without cost to the Municipality. The Company also agrees not to reproduce another industrial or educational picture of either of the said two cities within six months from the issue of the pictures herein referred to.

9. The Company shall not establish a permanent plant for the manufacture or production of motion pictures and photo plays or either at any place in the Province of British Columbia other than in the Municipality of Burnaby.

10. The Company shall take title to the said lands in the name of the Montreal Trust Company as Trustee for the parties hereto and such trust shall be on condition that the Company performs all the covenants terms and provisos agreed to be performed by it in these presents. If the Company fails in such performance it shall forfeit all its right, title and interest in and to the said lands and premises and the Trustee shall thereupon grant and convey the said lands and premises to the Municipality PROVIDED that such forfeiture shall not be effective if the Company shall forthwith upon such default pay to the Municipality the said sum of \$28,000.00 together with all other expenditures incurred by the Municipality in connection with raising the said amount and payment of interest thereon. When and as soon as the Company expends the said sum of \$575,000.00 in the said Municipality within the period of and according to the conditions hereinbefore mentioned and shall have performed its other

covenants terms and provisos as in this agreement set forth the said Trustees shall thereupon grant and reconvey to the said Company the said lands and premises free from all encumbrances.

11. The Company shall insure the buildings from time to time placed on the said lands to their full insurable value in some board fire insurance company and in case of fire the proceeds of such insurance to be used in rebuilding the buildings on said premises.

12. The Company shall not employ on any construction work or as workmen, mechanics or laborers in connection with the said plant any Asiatic or person of the Asiatic race but nothing herein contained shall be deemed to prevent the Company from employing any expert or specialist necessary or incidental to enable the Company to prepare or produce motion pictures or photo plays.

13. The Company shall pay or cause to be paid to any workman, mechanics or laborers employed by it on or in connection with the said plant a rate of wages not less than is generally accepted as current in the municipality of Burnaby for competent workmen, mechanics or laborers when employed on similar work.

14. The Company shall before proceeding to lay out the said land or erect any building or buildings thereon furnish to the Municipality security satisfactory to the Council of the Municipality or a bond of a surety company which is empowered to furnish bonds in matters in the Supreme Court of British Columbia satisfactory to the Council of the Municipality, conditioned that the said land and all improvements placed thereon shall be free from all liens in respect of work and materials done, placed or furnished on the said land for work done or materials so furnished, and conditioned that when the work is to be done on the said land by day labor that the Company will furnish fortnightly to the Clerk of the Municipality

receipted pay-rolls showing that all labor and materials done or placed on the said land have been paid for by the Company.

15. The Company agrees before any payment is made by the Municipality under this agreement to deposit with the Trustee hereinbefore mentioned the sum of \$10,000.00 such amount to be used exclusively for the construction of permanent buildings on the said land and to be paid out by the said Trustee from time to time on progress certificates of a duly qualified architect and the Company also agrees within 60 days after the execution of this agreement to deposit with the said Trustee a further sum of \$18,000.00 such sum to be used exclusively for the construction of permanent buildings and the installation of permanent fixtures therein and to be paid out by the said Trustee from time to time on progress certificates of a duly qualified architect.

16. If at any time the Company shall fail or neglect to perform any covenant, condition or term expressed to be performed by it under this agreement and upon it being shown from time to time to the satisfaction of the majority of the Council of the Municipality that the Company has acted bona fide, and that such failure or neglect has been caused by or has arisen because of matters beyond the control of the Company, the Council may extend the time for the performance of or waive the performance of any such covenant, condition or term.

IN WITNESS WHEREOF the parties hereto have caused their corporate seals to be hereto affixed by the hands of their proper officers.

SEALED AND DELIVERED )  
in the presence of: )  
)  
)  
)  
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CORPORATION OF BURNABY

"DOMINION FILM CORPORATION  
LIMITED BONUS BY-LAW 1917."

By-law No. <sup>223</sup>.....

McQUARRIE MARTIN CASSADY & MACGOWAN