

CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1017.

A by-law to authorize the sale of certain tax sale lands to James Edward Beck.



WHEREAS the Corporation is the owner of the lands hereinafter mentioned which lands were acquired by the Corporation under tax sale proceedings;

AND WHEREAS the said lands are (inter alia) included in a certain agreement for sale dated the 1st day of September 1928 and made between the Corporation of the first part and Burnaby Lands Limited of the other part, which said agreement for sale was duly authorized by "Prescribed Area Number 1 Land Sale By-law No. 2, 1928";

AND WHEREAS BY Indenture bearing date the 12th day of September 1929 made between Burnaby Lands Limited therein called the assignor of the first part and James Edward Beck therein called the assignee of the second part, the said Burnaby Lands Limited did grant, release and quit claim unto the said James Edward Beck (inter alia) the lands hereinafter described which said Indenture was duly registered in the Land Registry Office at New Westminster as number 64294C;

AND WHEREAS by Writ of Summons issued in the Supreme Court of British Columbia, the Corporation has commenced proceedings against the said Burnaby Lands Limited, the said James Edward Beck, et al, for foreclosure of the said agreement for sale and for other remedies as therein stated;

AND WHEREAS the said James Edward Beck has represented to the Corporation that the lands hereinafter mentioned are included in agreements for sale entered into by the said Burnaby Lands Limited with certain purchasers and that the said James Edward Beck as one of the shareholders of the said Burnaby Lands Limited is desirous of protecting the said purchasers and with that object in view has made an offer to the Corporation subject to the Corporation being granted a final order of foreclosure under the

said proceedings in the Supreme Court of British Columbia, to purchase the said hereinafter described lands for the sum of Three Thousand Eight Hundred and Forty Dollars and Sixty-nine Cents (\$3,840.69) on the terms and conditions hereinafter set forth;

THE MUNICIPAL COUNCIL of the Corporation of the District of Burnaby enacts as follows:

1. The Reeve and Clerk of the Corporation of the District of Burnaby are hereby authorized to execute and attach the corporate seal of the Corporation to an agreement between the Corporation and the said James Edward Beck in the form of a draft set out in schedule "A" hereto which said agreement shall be deemed to form part of and be read with this by-law.

2. Subject to the Corporation obtaining a final order of foreclosure in the said proceedings instituted by it against said Burnaby Lands Limited, said James Edward Beck, et al, in the Supreme Court of British Columbia, the Corporation is hereby authorized to sell to the said James Edward Beck the lands mentioned and described in the said schedule to the said agreement for the price and on the terms and conditions mentioned in the said agreement.

3. The Reeve and Clerk are hereby authorized to execute and attach the said corporate seal to such conveyances as may from time to time be necessary to carry out the provisions of the said agreement.

4. This by-law may be cited as "BURNABY LAND SALE BY-LAW NO. 1, 1930".

DONE AND PASSED in open Council this Sixth (6th)
day of January 1930.

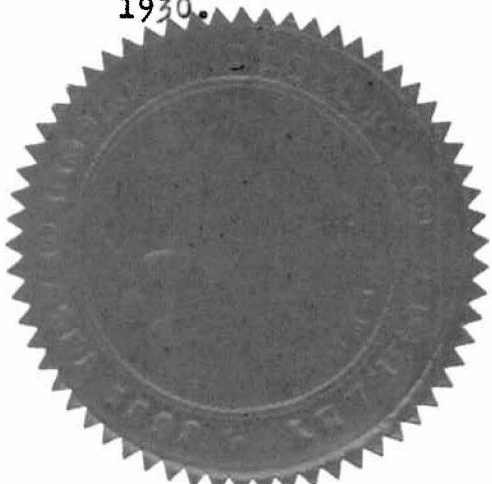
RECONSIDERED AND FINALLY PASSED by a three-fourths majority of all the members of the Council this Twenty-seventh day of January 1930.

W. A. Pickett
REEVE.

Arthur G. Moore
CLERK.

I, ARTHUR G. MOORE, Clerk to the Municipal Council of the Corporation of the District of Burnaby, hereby certify that the foregoing is a true copy of a by-law passed by the Municipal Council on the 27th. day of January 1930.

Arthur G. Moore
CLERK.



SCHEDULE "A" TO "BURNABY LAND SALE BY-LAW NO. 1, 1930".

THIS AGREEMENT made in triplicate the _____ day
of _____ in the year of our Lord one thousand nine
hundred and thirty.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY, a
Municipal Corporation having its Municipal
Hall at Edmonds in the Province of British
Columbia, hereinafter called the vendor,

OF THE ONE PART:

AND:

JAMES EDWARD BECK, of 101 Royal Trust Building,
526 Pender Street, West, in the City of Van-
couver and Province of British Columbia,
solicitor, hereinafter called the purchaser,

OF THE OTHER PART:

WHEREAS the vendor is the owner of the lands hereinafter
mentioned which lands were acquired by the vendor under tax sale
proceedings;

AND WHEREAS the said lands are (inter alia) included in a
certain agreement for sale dated the 1st day of September 1928
and made between the vendor of the first part and Burnaby Lands
Limited of the other part, which said agreement for sale was duly
authorized by "Prescribed Area Number 1 Land Sale By-law No. 2,
1928";

AND WHEREAS by Indenture bearing date the 12th day of Sept-
ember 1929 made between Burnaby Lands Limited therein called the
assignor of the first part and the purchaser therein called the
assignee of the second part, the said Burnaby Lands Limited did
grant, release and quit claim unto the said purchaser (inter alia)
the lands hereinafter described which said Indenture was duly
registered in the Land Registry Office at New Westminster as
number 642940;

AND WHEREAS by Writ of Summons issued in the Supreme Court
of British Columbia, the vendor has commenced proceedings against
the said Burnaby Lands Limited, the said purchaser, et al, for
foreclosure of the said agreement for sale and other remedies as
therein stated;

AND WHEREAS the said James Edward Beck has represented to the
vendor that the lands hereinafter mentioned are included in

agreements for sale entered into by the said Burnaby Lands Limited with certain purchasers and that the said James Edward Beck as one of the shareholders of the said Burnaby Lands Limited is desirous of protecting the said purchasers and with that object in view has made an offer to the vendor subject to the vendor being granted a final order of foreclosure under the said proceedings in the Supreme Court of British Columbia, to purchase the said hereinafter described lands for the sum of Three Thousand Eight Hundred and Forty Dollars and Sixty-nine Cents (\$3,840.69) on the terms and conditions hereinafter set forth;

WITNESSETH that the vendor agrees with the purchaser to sell to the purchaser and the purchaser agrees to purchase from the vendor all and singular those certain parcels or tracts of land and premises situate, lying and being in Group One (1), in the Municipality of Burnaby in the District of New Westminster and Province of British Columbia and composed of the lands mentioned and described in column 1 of the schedule hereto together with the buildings thereon and the rights, easements, privileges and appurtenances thereto belonging at and for the price or sum of Three Thousand Eight Hundred and Forty Dollars and Sixty-nine Cents (\$3,840.69) of lawful money of Canada payable as follows: The sum of One (\$1.00) Dollar on the execution and delivery of this agreement and the sum of Three Thousand Eight Hundred and Thirty-nine Dollars and Sixty-nine Cents (\$3,839.69) in ten (10) months from the date hereof together with interest at the rate of six (6%) per cent per annum as well after as before maturity and as well after as before default on the purchase money from time to time remaining unpaid, such interest to be paid with the said last mentioned instalment of the purchase price;

PROVIDED that if no previous default has been made, the purchaser may at any time before the same becomes due, pay the balance of the purchase money then unpaid with interest on the said purchase money at the rate aforesaid to the date of

such payment.

THE purchaser covenants, promises and agrees with the vendor that the purchaser will well and truly pay or cause to be paid to the vendor the said purchase money above mentioned together with the interest thereon at the rate aforesaid on the days and times in manner above mentioned.

AND also shall and will pay and discharge all taxes, rates, light, water and sewer rates and assessments (including local improvement rates) wherewith the said lands may be rated or charged from and after the 31st day of December 1929.

THE purchaser shall investigate the title at his own expense; and the vendor shall not be required to produce any abstract of title, title deeds or evidence of title save those in its possession or to furnish copies of same, and unless the purchaser shall within fifteen days from the date hereof notify the vendor in writing of any objection it may have to the title of the vendor to said lands he shall be deemed to have conclusively accepted the vendor's title thereto.

THE purchaser agrees not to commit or permit any waste upon the said premises and on default doth attorn to and become the tenant at will of the vendor.

TIME is of the essence of this agreement, and unless the payments above mentioned and each of them are or is punctually made at the times and in the manner herein provided, and so often as any default shall happen in making such payment, the vendor may give the purchaser notice in writing, by personal service or under registered cover addressed to the purchaser as follows:

JAMES EDWARD BECK,
101 Royal Trust Building,
626 Pender Street, West,
VANCOUVER: B. C.

demanding payment of the amount due the vendor; and in case such default shall continue for thirty days after demand, these presents shall be null and void and of no effect, and the vendor shall repossess said lands and may and shall convey said lands to any purchaser as if these presents had not been made and on

such default all monies paid hereunder shall be absolutely forfeited to the vendor as liquidated damages; or the vendor may, at its option, in the event of default in payment within thirty days after demand as aforesaid, without further notice to the purchaser, or without any re-entry, sell the said lands either at public auction or private sale, and convey the same to the purchaser thereof and receive the purchase money therefor, and apply the proceeds of such sale, after deducting the costs of such sale, in payment of the amount then due hereunder, and pay the surplus (if any) to the purchaser, the costs of proceedings subsequent to default to be added to amount due the vendor hereunder, and the purchaser covenants with the vendor that if the purchase money arising from such resale shall be insufficient to satisfy the said principal, interest and costs and such additional payment and interest thereon, the purchaser shall forthwith pay the vendor the amount of such deficiency.

PROVIDED that should this agreement be registered in the Land Registry Office as a charge upon the lands hereinafter described the District Registrar shall on the application of the vendor cancel and annul the said charge upon the production and filing of an affidavit sworn by the Municipal Clerk or Treasurer of the vendor that default has been made in payment of the purchase money aforesaid or part thereof as required by this agreement, and the purchaser appoints the vendor his attorney in the name of the purchaser to do all things necessary to obtain cancellation of such charge.

UPON fulfillment by the purchaser of the terms of this agreement and payment of the purchase money and interest aforesaid the vendor covenants with the purchaser that it will execute conveyance of the lands aforesaid to the purchaser or to whom he may appoint by conveyance under the "Short Form of Deeds Act". PROVIDED that if no previous default has been made the vendor will convey to the purchaser any of the parcels hereinbefore mentioned upon payment by the purchaser to the vendor of the sum set opposite to such parcels respectively in column 2 of the said

schedule hereto together with interest at the rate of six (6%) per cent per annum on such sum from the date of this agreement to the date of such payment and any of such sums so paid shall be credited on the balance of the principal sum accruing due under this agreement.

AND it is expressly agreed between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges, conditions and liabilities contained in this agreement shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

IN WITNESS WHEREOF the vendor has caused its corporate seal to be hereunto affixed and the purchaser has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of

SCHEDULE TO AGREEMENT BETWEEN THE CORPORATION OF THE
DISTRICT OF BURNABY AND JAMES EDWARD BECK DATED
THE DAY OF 1930.

<u>COLUMN 1.</u>	<u>COLUMN 2.</u>
Description of property	Amount to be paid to secure conveyance of individual lots
District Lot 68.	
Block 4 Lot 2	\$212.94
20	124.03
24	112.84
5	
10	129.10
11	124.03
12	124.03
16B	124.03
8	
7	132.33
8	132.27
11	126.20
10	
1	159.19
13	
9	153.73
10	153.73
14	
1	174.09
2	116.53
17	
28	126.50
29	177.31
18	
15	133.80
16	133.80
17	138.38
20	
9	160.17
District Lot 39 West Half Plan 1466.	
Block 1 Lot 12	268.03
2	
10	304.33
11	299.30
	\$3840.69