



CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1378.

A BY-LAW to authorize the execution of a lease to George H. Jackson.

THE Municipal Council of the Corporation of the District of Burnaby ENACTS AS FOLLOWS:-

1. Authority is hereby given to the Reeve and Clerk of the Corporation of the District of Burnaby to sign and execute and affix the Corporate Seal to and give delivery to George H. Jackson therein named of an Indenture of Lease between the Corporation of the District of Burnaby and the said George H. Jackson of ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the District of New Westminster in the Province of British Columbia, more particularly known and described as Lots Twenty-five (25) and Twenty-six (26) Block Sixty-six (66), District Lot Two hundred and eighteen (218) Group One (1) New Westminster District, Map No. 1289, Municipality of Burnaby, all to the extent and on the terms and conditions and in the manner set forth in the said Indenture of Lease, a true copy of which is hereunto annexed as Schedule "A", and that all as a true and deed of the said Corporation.

2. This by-law may be cited as "G. H. JACKSON LEASE BY-LAW 1931."

DONE AND PASSED in Open Council this Eighth (8th) day of September, A.D. 1932.

RECONSIDERED AND FINALLY PASSED this Twenty-first (21st) day of September, A.D. 1931.

I, Arthur G. Moore, Clerk of the Municipal Council of the Corporation of the District of Burnaby do hereby certify that the foregoing is a true copy of a By-law passed by the Municipal Council on the 21st. day of September, A.D. 1931.

W. A. P. Stand
REEVE.

Arthur G. Moore
CLERK.

Arthur G. Moore
CLERK.

THIS INDENTURE made the Thirtieth (30th) day of September, in the year of our Lord, one thousand nine hundred and thirty one.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

hereinafter called the Lessor,

of the FIRST PART:

AND

GEORGE H. JACKSON of 112 Fell Avenue North in the Municipality of Burnaby and Province of British Columbia

hereinafter called the Lessee

of the SECOND PART:

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained the said Lessor doth demise and lease unto the said Lessee his executors, administrators and assigns ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the District of New Westminster and Province of British Columbia and being composed of Lots Twenty-five (25) and Twenty-six (26) Block Sixty-six (66), District Lot Two hundred and eighteen (218) Group One (1), New Westminster District, Map No. 1289.

TOGETHER with all erections and buildings thereupon erected, standing and being or hereafter during the said time to be erected, standing and being and together also with all ways, paths, passages, waters, water courses, privileges, advantages, and appurtenances whatsoever to the same premises belonging or otherwise appertaining.

TO HAVE AND TO HOLD the same unto the said Lessee his executors, administrators and assigns for the term of One (1) year to be computed from the First (1st) day of

October, 1931, yielding and paying therefor the sum of Ten (\$10.00) dollars of lawful money of Canada.

THE said Lessee covenants with the said Lessor to pay rent; and to repair, AND THAT the said Lessor may enter into and view state of repair; AND the said Lessee will repair according to notice; AND will not assign or sublet without leave; AND will not carry on any business that shall be deemed a nuisance on the said premises; AND THAT he will leave the premises in good repair;

PROVIDED ALWAYS that if the Lessee shall affix or erect on the premises any fixture or building or wire fencing then such fixture or building or wire fencing so erected shall belong to and be removable by the Lessee at any time during the term hereby granted or within twenty one days after the termination thereof:

PROVIDED ALWAYS that the said Lessee his executors, administrators and assigns shall make good any damage to the said premises hereby demised or any part thereof by such removal and shall give one month's notice in writing to the Lessor its successors or assigns of his intention to remove such fixture, building or wire fencing, AND at any time before the expiration of the notice of removal the Lessor by notice in writing to the Lessee may elect to purchase such fixture building or wire fencing at a fair value; AND THEREUPON the same shall be left by the Lessee and become property of the Lessor

PROVISO for re-entry by the said Lessor on non-payment of rent whether lawfully demanded or not; or on non-performance of covenants, or seizure or forfeiture of the said term for any of the causes aforesaid.

PROVIDED ALSO that in the event of the Lessee his executors, administrators or assigns requiring a water service on the said premises he shall pay to the Lessor the usual water rates for the time being current in the Municipality.

The said Lessor covenants with the said Lessee for quiet enjoyment.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year above written.

SIGNED SEALED AND DELIVERED
IN THE PRESENCE OF

Sgd) H. A. Harris

Sgd) G. H. Jackson

W. A. Pickard
REEVE.

Sgd) Arthur G. Moore
CLERK.