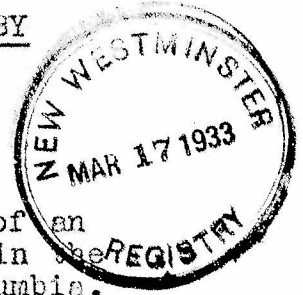


CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1434



A BY-LAW to authorise the execution of an Agreement with His Majesty the King in the right of the Province of British Columbia.

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THE COMMISSIONER of the Corporation of the District of Burnaby enacts as follows:

1. Authority is hereby given to the Commissioner and Clerk of the Corporation of the District of Burnaby to sign, execute and affix the Corporate seal to and give delivery to His Majesty the King in the right of the Province of British Columbia therein named of an agreement between His Majesty the King in the right of the Province of British Columbia and the Corporation of the District of Burnaby all to the extent on the terms and in the manner set forth in the said agreement a copy whereof is hereto annexed and that all as an act and deed of the said Corporation.

2. This By-law may be cited as "RELIEF LAND SETTLEMENT AGREEMENT AUTHORIZATION BY-LAW 1933."

DONE AND PASSED this Twenty-second (22nd) day of February, A.D. 1933.

RECONSIDERED AND FINALLY PASSED this First (1st) day of March, A.D. 1933.



John Bennett

COMMISSIONER.

Arthur G. Moore
CLERK.

I, Arthur G. Moore, do hereby certify the above to be a true copy of a By-law passed this 1st. day of March, A.D. 1933.

Arthur G. Moore
CLERK.

MEMORANDUM OF AGREEMENT made in duplicate this

day of

A.D. 1933.

BETWEEN:

HIS MAJESTY THE KING, in the right of
the Province of British Columbia,
herein represented by the

_____ of
said Province,
(hereinafter called "The Province")

of the First Part:

- And -

THE CORPORATION OF THE DISTRICT OF
BURNABY
(hereinafter called "The Municipality")

of the Second Part:

WHEREAS By an agreement dated the 9th. day of September, A.D. 1932, made between the Government of the Dominion of Canada and the Government of the Province of British Columbia, it was agreed, pursuant to the terms of "The Relief Act, 1932", of the Dominion that the said Governments, together with the Municipality concerned, should contribute sums of money for the purpose of placing families on land and assisting them on the terms and in accordance with the conditions set forth in the said Agreement.

AND WHEREAS it is a condition of the said Agreement that the Dominion Government should contribute through the Province one-third of an amount not exceeding the sum of Six Hundred Dollars (\$600.00) to be advanced to each family, the remaining two-thirds of such amount to be borne by the Province and the Municipality concerned on such terms as may be agreed upon.

AND WHEREAS it has been agreed that the share of the Province and the Municipality of the amount to be advanced to each family shall be borne as between the Province and the Municipality in equal proportions.

AND WHEREAS it has been agreed that each family to be

assisted under the said relief settlement scheme be placed on a suitable selected area of land for the period of two years with the intention of enabling the family to become permanent settlers thereon, and if satisfactory progress is made on the land to enable the family to purchase the land on favourable terms to be arranged at the end of the said two year period.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:-

1. The Province shall be responsible for the administration of the said relief settlement scheme and shall be responsible also for disbursement of funds to the families assisted. The expenses for such administration shall be paid by the Province, and no part of the costs of administration and supervision shall be deducted from the maximum amount set aside for subsistence and settlement of each family.
2. The Municipality shall recommend on the form supplied by the Province the families selected by it to be assisted; but no advance shall be made by the Province until such recommendation has been approved by the Province. All members of families to be assisted under the terms of this agreement must be residents of the Municipality and shall be selected from those who would otherwise be entitled to direct relief.
3. The Municipality shall be liable to the Province for one-third of the total amount expended by the Province on account of transportation, settlement, subsistence, equipment and supplies furnished to each family recommended by the Municipality and accepted by the Province and settled on the land in accordance with the said relief settlement scheme in a sum not to exceed Two Hundred Dollars (\$200.00) per family, the remaining two-thirds of the amount so expended to be borne by the Dominion and the Province.
4. The Province shall from time to time furnish to the Municipality a statement in detail of the amount expended upon each family settled under this agreement, and the Municipality shall within thirty days from the receipt of such statement, pay to the Province its one-third share of such amount not to

to exceed in the case of any one family the sum of Two Hundred Dollars (\$200.00)

5. In the event of any family placed on land under the said relief settlement scheme failing to show reasonable progress on the land to the satisfaction of the Province during the first two years of settlement or failing to comply with the regulations of the Dominion or the Province made from time to time under the said Act or the said relief settlement scheme, the said family shall be liable to be dispossessed of the land, and in the case of a family placed on land outside the Municipality to be returned to the Municipality, and this provision shall be a condition precedent to the settlement of any family under the said scheme.

6. In order to carry out the true intent and meaning of these presents the Municipality agrees to pass the necessary by-law or by-laws to authorize the expenditure of the share of the Municipality in the said relief settlement scheme as aforesaid, and to co-operate with the Province in the passage of any legislation that may be necessary to validate the said expenditure.

7. No recommendation for settlement on the land under the said relief settlement scheme shall be approved by the Province after the 31st. day of March, 1933, except otherwise agreed upon in writing by the parties hereto.

IN WITNESS WHEREOF THE Honourable _____

has hereunto set his hand and seal on behalf of the Province, and the Municipality has hereunto affixed its corporate seal authenticated by the signatures of its proper officers in that behalf.

SIGNED, SEALED and DELIVERED on)
behalf of the Province by the)
Honourable _____)

_____)
in the presence of:)
_____)

SEALED AND DELIVERED by the
Corporation of _____

attested by the signatures of
its proper officers in the
presence of:

.....

Clerk.