

THE CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1656.

A BY-LAW to authorise the Corporation of the District of Burnaby to enter into a Lease of certain premises with Robert William Suter and Catherine Ann Suter, husband and wife.

WHEREAS the Corporation of the District of Burnaby is the owner of the lands and premises hereinafter described having acquired the same as a result of tax sale proceedings;

AND WHEREAS the said lands and premises, extending to fifteen acres more or less were, prior to their acquisition by the said Corporation as aforesaid, allegedly the property of the said Robert William Suter and Catherine Ann Suter who have represented to the Corporation that they purchased the same in or about the year 1908;

AND WHEREAS the said Robert William Suter and Catherine Ann Suter allege that they have suffered material hardship through increase in taxation of the said lands and premises from the time they acquired the same up to the date when they ceased paying such taxes, resulting in tax sale proceedings having to be taken;

AND WHEREAS the said Robert William Suter and his wife Catherine Ann Suter are advanced in years, being in the neighbourhood of 70 years of age, and have occupied the said lands and premises for approximately thirty years, having during that period of time paid a large amount of taxes to the Corporation, part of which the said Robert William Suter alleges were exacted through a wrong classification of the said lands and premises notwithstanding protests made by him in this connection;

AND WHEREAS the said Corporation, without admitting any liability to the said Robert William Suter and Catherine

Ann Suter, deems it advisable and expedient that the said Robert William Suter and Catherine Ann Suter should have the occupancy of the said lands and premises for the rest of their joint lives and the life of the survivor with a limit of twenty years from the first day of February, 1939, at the rent or sum of One dollar (\$1.00) per annum, they, the said Robert William Suter and Catherine Ann Suter and the survivor of them paying all charges for water, electric light, gas and telephone;

AND WHEREAS the Corporation has had prepared a draft of a lease proposed to be entered into by it with the said Robert William Suter and Catherine Ann Suter embodying the terms and conditions of let;

AND WHEREAS the said Corporation is desirous of entering into the said lease, in terms of the said draft a copy of which is attached hereto;

THEREFORE the Commissioner of the Corporation of the District of Burnaby in exercise of all the powers him thereunto enabling enacts as follows:-

1. It shall be lawful for the Corporation of the District of Burnaby and the said Corporation is hereby authorised to enter into and carry into force and effect an Indenture between ~~it~~ and Robert William Suter and Catherine Ann Suter for the lease to them and the survivor of them of the lands and premises situated in the Municipality of Burnaby, in the Province of British Columbia, more particularly known and described as Blocks Seventeen (17) and Eighteen (18), in the Subdivision of District Lot Eighty-three (83), Group One (1), New Westminster District according to the registered map or plan of the said subdivision deposited in the Land Registry Office in the City of New Westminster, in the Province of British Columbia, under Number 1267, and Block Eight (8) in the Subdivision of District

Lot Seventy-nine (79), Group One (1), New Westminster District, according to the registered map or plan of the said subdivision deposited in the Land Registry Office in the City of New Westminster, om the Province of British Columbia, under Number 536, at the rent and on the terms and conditions set forth in a draft of the said Indenture of Lease, a copy of which is attached to and forms part of this By-law.

2. That upon execution of the said lease in duplicate by the said Robert William Suter and Catherine Ann Suter, it shall be lawful for the said Corporation and the said Corporation is hereby authorised, by the Hands of its Commissioner and Clerk and under its Corporate Seal, to execute the said lease in duplicate and to deliver an executed copy thereof to the said Robert William Suter and Catherine Ann Suter as the act and deed of the said Corporation.

3. This By-law may be cited for all purposes as "BURNABY - SUTER LEASE BY-LAW 1939."

4. This By-law shall not come into force and effect unless and until it is approved by the Lieutenant-Governor in Council as required by law.

PASSED by the Commissioner of the Corporation of Burnaby on the Fifteenth (15th) day of February, A.D. 1939.

RECONSIDERED AND FINALLY PASSED on the Twenty Second (22nd) day of February, A.D. 1939.



Hugh M. Fraser
COMMISSIONER.

Charles B. Brown

CLERK.

THIS INDENTURE made in duplicate this First (1st) day of February, in the year of our Lord one thousand nine hundred and thirty-nine.

IN PURSUANCE OF THE "SHORT FORMS OF LEASES ACT"

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY

(Hereinafter called the "lessor")

OF THE FIRST PART

A N D:

ROBERT WILLIAM SUTER and CATHERINE ANN SUTER, husband and wife, of 1012 Richelieu Street, in the City of Vancouver, province of British Columbia.

(Hereinafter called the "lessees")

OF THE SECOND PART

WITNESSETH, that the lessor doth demise and lease unto the lessees and to the survivor of them ALL AND SINGULAR those certain parcels or tracts of land and premises situate lying and being in the Municipality of Burnaby, in the Province of British Columbia, more particularly known and described as Blocks Seventeen (17) and Eighteen (18) in the Subdivision of District Lot Eighty-three (83), Group One (1), New Westminster District, according to the registered map or plan of the said Subdivisions deposited in the Land Registry Office in the City of New Westminster, in the Province of British Columbia, under Number 1267, and Block Eight (8) in the Subdivision of District Lot Seventy-nine (79), Group One (1), New Westminster District, according to the registered map or plan of the said subdivisions deposited in the Land Registry Office in the City of New Westminster, in the Province of British Columbia, under Number 536; TOGETHER with the buildings erected thereon and the appurtenances thereunto appertaining, from the first day of February, in the year of our Lord one thousand nine hundred and thirty-nine for the term of twenty years thence ensuing.

YIELDING and paying therefor during the said term the rent or sum of One dollar (\$1.00) of lawful money of Canada, per annum, payable on the following days and times, that is to say: the sum of One dollar (\$1.00) on the execution of these presents (receipt of which is hereby acknowledged) and a like sum of One dollar (\$1.00) on the second day of January in advance in each and every year during the currency of this Lease.

THAT the lessees covenant with the lessor to pay rent; AND to pay rates for water, electric light, gas and telephone.

AND the lessees covenant to repair; AND to keep up fences;

AND that the lessor may enter and view the state of repair, AND that the lessees will repair according to notice.

AND the lessees further covenant that they will leave the premises in good repair.

AND that they will not carry on any business that shall be deemed a nuisance on the premises.

IT IS UNDERSTOOD AND AGREED by and between the parties hereto with reference to the lands and premises hereby demised;

(1) That this lease and the provisions therein contained are personal to the lessees and that in the event of both of them dying before the expiration of the period of twenty years from the date hereof this lease and the right, title and interest of the lessees their heirs, executors, administrators and representatives therein shall ipso facto come to an end and terminate on the date of the death of the survivor of the lessees or on their joint death should they both die at the same time without notice of any kind to the representatives of the lessees or the survivor of them and without liability on the part of

either the lessor or the lessees in connection with the unexpired portion of the lease.

(2) That arising out of the provisions of the immediately preceding paragraph, (a) this lease as to the whole or any part thereof or as to the lessees' right, title or interest therein shall not be capable of being assigned in any way by one or other or both of the lessees and (b) the lessees or the survivor of them shall not be entitled to subrent or sublease the lands and premises hereby demised or any part thereof.

(3) That should the lessees or the survivor of them assign, subrent or sublease contrary to the provisions of the immediately preceding paragraph or purport so to do their action shall be deemed to be a breach of covenant entitling the lessor to re-enter as hereinafter provided.

(4) That if they, the lessees, or the survivor of them vacate or cease to occupy the said lands and premises during the currency hereof this lease and all the right, title and interest of the lessees therein shall terminate at the same way and to the same effect as is hereinbefore provided with reference to termination of the death of the lessees or the survivor during the currency of this lease.

(5) That no alterations or additions to the buildings at present erected on the lands and premises hereby demised shall be made by the lessees or the survivor of them during the currency hereof without the permission of the lessor first had and obtained in writing and without first satisfying the lessor of the financial ability of the lessees or the survivor of them (of which the lessor shall be the sole judge) to erect and complete any contemplated alterations or additions at their, his or her own cost and expense so that no liens, charges or encumbrances of any kind shall be registered or filed against the said lands and premises or any part thereof. In the event of any alterations or additions being made to the said buildings by the lessees or the survivor of them at their, his or her own

cost and with the consent of the lessor such alterations and additions shall on the expiration of this lease whether by effluxion of time remain and be the property of the lessor free from any claim thereupon at the instance of the lessees or either of them, their, his or her heirs, executors, representatives or administrators.

(6) That if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessees or the survivor of them or if the lessees or the survivor of them shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

(7) That in case the premises hereby demised or any part thereof shall at any time during the term granted be burned down or damaged by fire or tempest so as to render the same unfit for the purpose of the lessees or the survivor of them the lessor shall be under no obligation whatever to rebuild, reconstruct or repair the said buildings irrespective of whether or not any money by way of insurance is received in satisfaction of loss.

PROVISO for re-entry on non-payment of the rent, or non-observance or non-performance of any of the covenants and provisos herein contained.

PROVISO for re-entry on seizure or forfeiture of the said term.

THIS INDENTURE, which shall not be registrable by the lessees or the survivor of them, shall enure to the benefit of and be binding upon the lessor, its successors and assigns, but shall be personal as aforesaid to the lessees and the survivor of them and shall not enure to the benefit of or be binding upon their, his or her heirs, executors, representatives and

administrators. ALL covenants herein entered into by the lessees shall be covenants binding not only upon them but upon the survivor of them.

IN WITNESS WHEREOF the Corporation has hereunto set its Corporate Seal and the lessees have hereunto set their hands and seals the day and year first above written.

The Corporate Seal of
the lessor was hereunto
affixed in the presence
of:

COMMISSIONER.

CLERK.

Signed, Sealed and Delivered)
by the lessees in the
presence of: