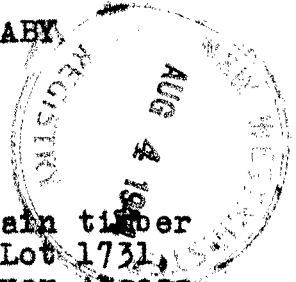


CORPORATION OF THE DISTRICT OF BURNABY

BY-LAW NO. 1846.

A BY-LAW to authorize the sale of certain timber situate on Block 3, District Lot 1731, Group 1, Map No. 4082, Vancouver Assessment District.



WHEREAS under the provisions of sub-section 17 of Section 59 of the "Municipal Act", being Chapter 199 of the Revised Statutes of British Columbia, 1936, the Municipal Council is authorized to pass by-laws to acquire lands from any person for and to the use of the Municipality.

AND WHEREAS by By-law No. 460 passed on the 20th day of April, A.D. 1925, the hereinafter mentioned lands were acquired by the Corporation of the District of Burnaby for and to the use of the said Municipality:-

AND WHEREAS under the provisions of Section 59, sub-section 179(a) (1) of the said Municipal Act the Council is authorized to dispose of such real property as in their opinion is not required for Corporate purposes:-

AND WHEREAS an offer has been received from Messrs. Scott Pollock and Arnold Pollock of Sechelt, in the Province of British Columbia, carrying on business under the firm name and style of Pollock Brothers, to purchase the timber situate upon the said lands:-

AND WHEREAS the value of the said timber situate upon the said lands does not exceed the sum of Two Hundred Dollars:-

AND WHEREAS it is deemed expedient that the said offer should be accepted:-

THEREFORE THE Council of the Corporation of the District of Burnaby ENACTS as follows:-

- (1) The Council sells to Scott Pollock, Logger, and Arnold Pollock, Logger, carrying on business under the firm name and style of Pollock Brothers, all the timber standing, lying and being in and upon 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, and more particularly known and described as Block Three (3), District Lot One Thousand Seven Hundred and Thirty-one (1731), according to the registered map or plan numbered 4082; pursuant to the terms and conditions set forth in the Agreement for Sale hereunto annexed dated the 30th day of June, 1944, made between The Corporation of the District of Burnaby, as Vendor, of the First Part, and Scott Pollock, Logger, and Arnold Pollock, Logger, carrying on business under the firm name and style of Pollock Brothers, and Purchasers, of the Second Part, which agreement is incorporated herein and made part of this By-law.

This By-law may be cited as "THE BURNABY LAND SALE BY-LAW NO. 7, 1944."

DONE AND PASSED in Open Council this Seventeenth (17th) day of July, 1944 A.D.

RECONSIDERED AND FINALLY PASSED by a three-fourths majority of the Municipal Council this Thirty-first (31st) day of July, 1944 A.D.



W. R. Beamish

W. R. REEVE

Charles B. Brown

CLERK.

I, Charles B. Brown, Clerk of the Corporation of the District of Burnaby do hereby certify the foregoing to be a true copy of a By-law passed by a three-fourths majority of the Municipal Council on the Thirty first day of July, 1944 A.D.

Charles B. Brown
Clerk.

THIS AGREEMENT, made this 30th day of June,
in the year of our Lord one thousand nine hundred and forty-four
(A.D. 1944).

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY,
hereinafter called the "Vendor"

OF THE FIRST PART:

A N D:

SCOTT POLLOCK, Logger, and ARNOLD POLLOCK,
Logger, both of Sechelt, in the Province
of British Columbia, carrying on business
under the firm name and style of Pollock
Brothers,
hereinafter called the "Purchasers"

OF THE SECOND PART:

WHEREAS the Vendor is the owner 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, and more particularly known
and described as Block Three (3), District Lot One Thousand
Seven Hundred and Thirty-one (1731), according to the registered
map or plan of same deposited in the Land Registry Office at the
City of Vancouver, Province aforesaid, and numbered 4082.

AND WHEREAS the Vendor has agreed to sell
to the Purchasers and the Purchasers have agreed to purchase
from the Vendor on the conditions hereinafter set out all the
timber standing, lying and being on the said lands at or for
the price or sum of Two Hundred Dollars (\$200.00) cash upon the
execution of this agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH
that the parties hereto have agreed in the manner following:-

- (1) The Vendor agrees to sell and the Purchasers agree
to purchase all the timber standing, lying and being
in and upon 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, and more particularly known and described as Block Three (3), District Lot One Thousand Seven Hundred and Thirty-one (1731), according to the registered map or plan of same deposited in the Land Registry Office at the City of Vancouver, Province aforesaid, and numbered 4082.

- (2) The Purchaser agree to pay for the said timber the sum of \$200.00 cash on the execution of this agreement, the receipt whereof the Vendor doth hereby admit and acknowledge.
- (3) The Purchasers covenant with the Vendor to remove the whole of the said timber within the period of two (2) from the 1st day of July, A.D. 1944. During the said two (2) years, the Purchasers shall have the right to enter in and upon the said lands with their servants, agents, and workmen with machinery, plants, tools and equipment, and to cut, fell and remove from the said lands the said timber on the terms and conditions herein set forth.
- (4) In the event of all the said timber not being removed on or before the 1st day of July, 1946, so much of the said timber as shall remain standing, lying or being in and upon the said lands shall revert to and become the absolute property of the Vendor. NOTWITHSTANDING anything herein contained, the said timber shall from and after the 1st day of July, 1944, be at the risk of the Purchasers and the full purchase price shall be payable to the Vendor notwithstanding that the removal of the said timber may become impossible.
- (5) The Purchaser covenant with the Vendor to pay the purchase money without any reduction at the time and in the manner hereinbefore set forth and will pay all stumpage, royalties and fees due or to become due to the Provincial and/or Dominion Governments or to any

Municipal Authority in respect of the said timber and hold the Vendor indemnified in respect thereof.

- (6) The Purchasers agree with the Vendor as follows:-
- (a) To observe and carry out the provisions of all the laws and regulations of the Province of British Columbia now or hereafter in force in any way relating to logging operations.
 - (b) To take all proper precautions and provisions for the prevention of fire and to indemnify and save harmless the Vendor of and from all actions, claims, damages and proceedings for or by reason of any fire caused by the logging operations of the Purchaser or any person or persons claiming by, through or under them, and to indemnify and save harmless the Vendor of and from all actions, claims, damages and proceedings for or by reason of any matter or thing arising in connection with the said logging operations.
 - (c) To remove or destroy all tops, branches, slashings and all other debris arising from the said logging operations in a manner satisfactory to the Forestry Branch of the Province of British Columbia.
- (7) Time shall be of the essence of this contract and every provision thereof and in case default shall be made in the performance of any of the covenants and agreements by the Purchasers contained herein and they shall fail within ten days to make good and fully remedy such default after notice of such default has been served upon them by the Vendor, then and in every such case the Vendor shall be at liberty to determine this contract, whereupon all rights of the Purchasers shall cease and all money paid thereunder shall be forfeited as liquidated damages and the Vendor shall be at liberty to re-enter immediately upon the said lands and take possession of the remaining timber whether standing or fallen, and the Purchasers agree to deliver up peaceful possession of the said lands.
- (8) In the event of the Purchasers having removed all the said timber before the expiration of the said two years from the date hereof, the Purchasers agree that the Vendor shall be entitled to re-enter upon the said lands before the expiration of the said two years as hereinbefore provided and the said Purchaser further agrees to

execute any Quit Claim Deed or other document deemed to be requisite to enable the Vendor to re-enter the said lands as hereinbefore provided.

- (9) The Purchasers covenant, promise and agree that they will not register this Agreement in the Land Registry Office against the title to the said property of the Vendor.
- (10) The Vendor is to have the right to sell the lands hereinbefore described, subject at all times to this Agreement at any time during the continuance of this Agreement.
- (11) It is hereby understood and agreed by and between the parties hereto that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively.

IN WITNESS WHEREOF, the Corporate Seal of the Corporation of the District of Burnaby was hereunto affixed the day and year first above written in the presence of:-

REEVE

CLERK

IN WITNESS WHEREOF the Parties of the Second Part have hereunto affixed their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

Maurice E. Hernstreet

Scott Pollock

James Morgan

Arnold Pollock