

BY- LAW NO 983

A BY- LAW AUTHORIZING A COMMITTEE OF COUNCIL  
TO SIGN AN LEASE.

WHEREAS IT IS EXPERIENT TO PROVIDE BY BY- LAW FOR THE  
SIGNING OF A LEASE, BY THE CORPORATION OF THE VILLAGE OF  
COBDEN, WITH THE COBDEN AND DISTRICT BRANCH OF THE CANADIAN  
LEGION # 550, B.E.S.L.

AND WHEREAS IT IS EXPERIENT THAT THE HEAD OF COUNCIL AND  
THE CLERK- TREASURER, BE AUTHORIZED TO SIGN AN LEASE ON  
BEHALF OF THE CORPORATION OF THE VILLAGE OF COBDEN.

THEREFORE THE MUNICIPAL COUNCIL OF THE VILLAGE OF COBDEN  
ENACTS AS FOLLOWS-;

THAT THE HEAD OF COUNCIL AND THE CLERK-TREASURER BE AND  
ARE HEREBY AUTHORIZED TO SIGN A LEASE ON BEHALF OF THE  
CORPORATION OF THE VILLAGE OF COBDEN ON THE FIRST PART,  
AND JACK WILSON, NICH COBB, JACK GEMMILL, DONALD HUGHES  
AND PETER O'GORMAN AS TRUSTEES FOR THE COBDEN AND DISTRICT  
BRANCH OF THE CANADIAN LEGION, NO 550, B.E.S.L. OF THE  
SECOND PART, A COPY OF LEASE ATTACHED.

PASSED THIS EIGHT DAY OF AUGUST 1955.

FIRST READING

SECOND ..

THIRD ..

REEVE.

CLERK .

*August 8<sup>th</sup> 1955*  
.. ..  
.. ..  
.. ..  
*A Francis*

*Jo Sammon*

THIS INDENTURE

made the first day of July in the year of our Lord one thousand nine hundred and fifty-five

IN PURSUANCE OF THE SHORT FORM OF LEASES ACT

BETWEEN

THE CORPORATION OF THE VILLAGE  
OF COBDEN,

hereinafter called the LESSOR

OF THE FIRST PART

-AND-

JACK WILSON, NIGEL COBB, JACK  
GEMMILL, DONALD HUGHES and  
PETER O'GORMAN, all of the  
Village of Cobden in the County  
of Renfrew as trustees for and  
on behalf of the Cobden and  
District Branch of the Canadian  
Legion, No. 550, B. E. S. L.

hereinafter called the LESSEE

OF THE SECOND PART

WHEREAS the Lessor owns and operates the Community Hall in the Village of Cobden, which consists of the lands and premises known and described as lots numbered three hundred and fifty-nine (359) and three hundred and sixty (360) on the northerly side of Main Street and lots numbered three hundred and sixty-eight (368) and three hundred and sixty-nine (369) on the Southerly side of Morton Street, including the buildings thereon, but excluding the Village garage and entrance thereto on lot 368, hereinafter referred to as leased premises.

AND WHEREAS it has been agreed by and between the parties hereto, that the leasee shall assume control of and operate the said leased premises.

Therefore in consideration of the rents, covenants and agreements hereinafter respectively reserved and contained on the part of the lessee to be respectively paid, observed and performed, the said lessor hath demised and leased and by these presents DOTH demise and LEASE unto

the said lessee all and singular the said leased premises above described together with all such fixtures, furniture and furnishings, plant, gear, apparatus and chattels as are now contained in the said building, which said chattels have been listed and agreed upon by the said parties hereto.

TO HAVE AND TO HOLD the demised premises for and during the term of ten years to be computed from and including the first day of July, 1955 and thenceforth next ensuing and to be fully complete and ended at twelve o'clock midnight on the 30th day of June, 1965.

YIELDING AND PAYING therefor during the said term unto the said lessor, its successors and assigns the sum of One Dollar (\$1.00), of lawful money of Canada, without any deduction, defalcation or abatement whatsoever to be payable in advance on the first day of July, 1955 and on the first day of July in each year thereafter up to and including the first day of July 1964.

It is agreed by and between the parties that the lessee shall at its own expense keep the said building, chattels and contents, owned by the lessor, and covered by this lease, insured for at least \$30,000.00 against damage by fire and supplemental perils, and in the event of the lessee making default in keeping such insurance in full force and effect, the lessor may at its option, and on its own initiative, do so, and all premiums so paid by the lessor shall be immediately recoverable from the lessee.

Provided that in the event of fire, lightning or tempest rent shall cease until the premises are rebuilt; provided that, in the event of destruction or partial destruction of the said premises the lessor may declare the term hereby granted to be forthwith terminated, and in such event rent and any other

liability payable and assumed by the lessee, shall be payable and assumed only up to the time of such destruction or partial destruction.

The lessor shall not be liable for any damage to any property at any time in said premises or building from steam, water works, water, rain or snow which may leak into issue or flow from any part of the said building, or from the pipes or plumbing works in same or from any other part or quarter, and the lessor shall not be responsible for any personal injury which shall be sustained by the lessee or any employee, customer, or other person, who may be upon the demised premises or in the said building or the entrances, sidewalks, grounds or appurtenances thereto. All risks of any such injury being assumed by the lessee, who shall hold the lessor harmless and indemnified therefrom.

The lessee hereby covenants with the lessor to pay for and at all times maintain public liability insurance for the purpose of protecting and indemnifying the lessor, as aforesaid, and in the event of default, the lessor may at its option maintain and pay for public liability insurance in such amount as it shall deem fit, and all premiums paid by the lessor shall be immediately recoverable from the lessee.

The lessee hereby covenants with the Lessor that they will repair, maintain and keep in as good condition as the same now are, all land, buildings, chattels and equipment, movable or immovable, included in this lease, ordinary wear and tear and damage by fire, lightning and tempest only to be excepted.

On the termination of this lease, all changes, alterations, additions, repairs and improvements to or on the said land, buildings, chattels and fixtures movable

(4)

or immovable, shall become the property of the lessor, provided that the lessee may remove their chattels which are detached or movable and can be easily moved, without damage to the said demised premises.

All charges for electricity, water and sewer rates shall be paid by the lessee, provided that the liability of the lessee for water rates for the facilities as the same now are, shall be limited to \$25.00 per annum.

In the event of the lessee desiring to make any major additions or alterations to the said demised premises, or in the event the lessee adding further water or sewer services thereto, then such change or addition shall be first discussed with the Council of the lessee, and by it approved, and in the event of further services resulting, the annual charge therefore shall be agreed upon between the Council and the Lessee.

The Lessor doth hereby transfer, assign and set over unto the lessee all leases and agreements, written or oral, now existing with respect to the said demised premises or any part thereof to the intent that the lessee shall have full control of the whole of the said premises, and arrangements for the use of the said premises by others from the date of this lease shall belong to the lessee, provided that the lessee shall observe the fact that the demised premises is a hall intended for the use of the Community and shall continue to observe that fact.

The lessor hereby covenants with the lessee that it will repair the roof of the building in 1955 and that it will finish any repair work promised by the Council of the lessor to the Masonic Order, and the Lessee

hereby grants to the lessor, its servants, agents and workmen all necessary access and rights for doing and completing such work.

And the said lessee covenants with the said lessor to pay rent; and that the lessor may enter and view state of repair, and that the said lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and will not carry on or be allowed to carry on upon the said premises any business that may be deemed a nuisance or contrary to the law or Village by-laws.

The lessee covenants with the lessor that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee, or if the lessee shall make an 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 years rent shall immediately become due and payable, and the said term shall, at the option of the lessor immediately become forfeited and determined, and in every such case the lessor may re-enter and take possession of the said demised premises, as though the lessee was holding over after the expiration of the said term.

PROVISO for re-entry by the said lessor on non-payment of rent or non-performance of covenants.

The said lessor COVENANTS with the said lessee for quiet enjoyment.

IT IS HEREBY agreed between the parties hereto that if, upon the determination of the lease by effluxion of time, the lessor permits the lessee to remain in possession of the demised premises and accepts rent in respect thereto, a tenancy from year to year shall not be created by implication of law, but the lessee shall be deemed to be a monthly tenant only.

It is hereby declared and agreed that the expressions "Lessor" and "Lessee", wherever used in this Indenture, shall, when the context allows, include, be binding on, and enure to the benefit of not only the parties hereto, but also their respective executors, administrators successors and assigns.

AND it is further agreed between the parties hereto that wherever the singular and masculine are used throughout this lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED )

in the presence of )

*H. B. McNeely J. P.*  
*Village of Cobden*  
*County of Benfnew*  
*August 31 1955*

VILLAGE OF COBDEN

*H. Francis* Reeve

*J. Sammon* Treas

*J. G. Mill*

*J. M. W.*

*W. R. O'Gorman*

*D. M. Hughes*

DATED: July 1st, A.D. 1955.

THE CORPORATION OF THE  
VILLAGE OF COBDEN

-AND-

JACK WILSON, NIGEL BOBB,  
JACK GEMMILL, DONALD  
HUGHES and PETER O'GORMAN  
as trustees for and on  
behalf of the Cobden  
and District Branch of  
the Canadian Legion,  
No. 550, BESL

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L E A S E

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A. A. McNab,  
Barrister &c.,  
Renfrew, Ont.