

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BY-LAW NO. 366

BEING a By-law authorizing the Corporation of the Township of Esquimalt to enter into an Agreement with His Majesty the King in the Right of Canada and Wartime Housing Limited for the erection of further living accommodation within the Municipality of Esquimalt.

WHEREAS the Lieutenant Governor in Council in pursuance of Section 504-B of the Municipal Act, Chapter 199 of the Revised Statutes of British Columbia, 1936, as enacted by Section 21 of the Municipal Act Amendment Act 1941-42, Chapter 26, has by Order-in-Council numbered 1442 and dated the 21st day of October, 1942, granted power and authority to the Municipal Council of the Corporation of the Township of Esquimalt exercisable by By-law, to enter into agreements with His Majesty the King in the Right of Canada and Wartime Housing Limited for the erection of living accommodation in the Municipality of Esquimalt and for providing and constructing necessary services and works in connection therewith in the terms of the Agreement hereinafter set forth.

AND WHEREAS by Agreement dated the 30th day of November, 1942, the Municipal Council of the Corporation of the Township of Esquimalt, did enter into an arrangement with His Majesty the King in the Right of Canada and Wartime Housing Limited in respect of living accommodation and it has been determined to adopt the provisions of such agreement with certain variations as hereinafter appears.

AND WHEREAS a draft of such agreement adopting the agreement of the 30th day of November, 1942 with certain variations thereof, has been prepared between the parties therein mentioned in the terms, words and figures as follows:

MEMORANDUM OF AGREEMENT made this day of A.D. 1943.

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF
ESQUIMALT, in the Province of
British Columbia (hereinafter called
"the Municipality")

OF THE FIRST PART

AND:

WARTIME HOUSING LIMITED, a company incorporated under the Dominion Companies Act pursuant to the provisions of the Department of Munitions and Supply Act being Chapter 3 of the Statutes of 1939 (second session) as amended (hereinafter called "the Company")

OF THE SECOND PART

AND i

HIS MAJESTY THE KING IN RIGHT OF CANADA, (hereinafter called "His Majesty") herein acting and represented by the Honourable the Minister of Munitions and Supply of Canada acting through the said Wartime Housing Limited.

OF THE THIRD PART.

WHEREAS His Majesty herein acting and represented by the Honourable the Minister of Munitions and Supply of Canada acting through the Company has acquired and may hereafter acquire lands within the Municipality and may hereafter erect thereon living accommodation for persons engaged in the production of munitions of war and supplies or on defence projects and for the families of such persons.

AND WHEREAS under an Agreement in writing bearing date the 30th day of November, A.D. 1942, between the Municipality herein as the Municipality therein of the First Part, and the Company herein as the Company therein of the Second Part, and His Majesty as the Party therein of the Third Part, hereinafter referred to as the Principal Agreement, the Parties thereto have agreed upon certain rights to arise between them in respect of or in consequence of the erection of the said living accommodation and of the mutual obligations in respect of the construction, installation, maintaining and repairing of "works" as defined therein, subject to the terms and conditions contained in the said Agreement and to the period therein provided for the termination thereof;

AND WHEREAS His Majesty now proposes to proceed to erect further such living accommodation in the Municipality to be known as Project No. 5 as shown upon the records of the Company;

AND WHEREAS the Parties hereto have agreed to the general application of the Principal Agreement subject to the special provisions hereinafter appearing;

WITNESSETH that in consideration of the mutual agreements herein contained the parties do agree as follows:

1. The houses constructed on behalf of His Majesty in the said Project No. 5 shall conform to the following specifications:-
 - (a) The outer walls of each house shall be constructed on a continuous concrete foundation of which the walls shall be six (6) inches thick in the case of a one storey house and eight (8) inches thick in the case of a two storey house.
 - (b) The chimney on each house shall be of brick on a concrete base and flue lined above the breach.
2. The following portions of the Principal Agreement shall not apply to Project No. 5:-
 - (a) The following words appearing in the first sentence of Paragraph 2 of the Principal Agreement "sewer mains".
 - (b) All provisoies in Paragraph 8 of the Principal Agreement being that portion of Paragraph 8 following after the words "PROVIDED also that if His Majesty or the Company shall sell" where such words first appear in Paragraph 8 thereof.
 - (c) The following words appearing in Paragraph 9 of the Principal Agreement "and in accordance with the conditions as expressed in Paragraph 8 herein."
3. Varied as aforesaid the Principal Agreement and every clause thereof shall continue in full effect and applicable to Project No. 5 and this Agreement shall be read as supplemental to the Principal Agreement.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties the day and year first above written:

THE CORPORATION OF THE TOWNSHIP OF
ESQUIMALT

per _____

per _____ C.S.

WARTIME HOUSING LIMITED

per _____

per _____

HIS MAJESTY THE KING IN RIGHT OF
CANADA herein represented by the
Minister of Munitions and Supply
of Canada acting through
WARTIME HOUSING LIMITED

per _____

per _____

AND WHEREAS the Corporation of the Township of Esquimalt has agreed to sell and convey to His Majesty the King in the Right of Canada certain lands which have been acquired by the said Corporation under Tax Sale proceedings by reason of non-payment of taxes imposed, for the purpose of having living accommodation and the necessary works and services constructed and installed thereon.

AND WHEREAS the Municipal Council of the Corporation of the Township of Esquimalt has the power by by-law finally passed by an affirmative vote of three-fourths of all its members, to dispose of any such lands so acquired.

NOW THEREFORE the Municipal Council of the Corporation of the Township of Esquimalt in exercise of the said power and authority conferred, enacts as follows:

1. The Reeve and Clerk of the Corporation of the Township of Esquimalt are empowered to execute and deliver the hereinbefore recited agreement which on its execution and delivery by the other parties therein mentioned, which together with the provisions of the Agreement of the 30th day of November, 1942 so brought into effect by the hereinbefore recited agreement, shall be deemed to form part of and be read with this by-law and shall be fully validated according to the true tenor and effect thereof.
2. The terms, conditions, stipulations and provisoies in the said agreement set forth, and of the provisions of the agreement of the 30th day of November, 1942 so brought into effect by the hereinbefore recited agreement are hereby approved and confirmed and the parties thereto are hereby authorized and empowered to have, hold and exercise all the rights and privileges mentioned or referred to in the said agreements, subject to the conditions and terms therein set forth. It shall be lawful for the said Corporation to carry out, perform and fulfill the said agreements and to provide such costs and expenses which the Municipal Council deems necessary for carrying out the fulfilling its terms and to protect the interests of the said Municipal Corporation in carrying out the provisions of the said agreements.
3. It shall be lawful for the Corporation of the Township of Esquimalt to sell and convey the lands and premises hereinafter described in Schedule "A" which have been acquired by the said Corporation through tax sale proceedings for non-payment of taxes imposed, unto His Majesty the King in the Right of Canada

and Wartime Housing Limited for the sum of One hundred and One Dollars (\$101.00) and on payment thereof the Reeve and Clerk of the Corporation of the Township of Esquimalt are hereby empowered to execute and deliver the necessary conveyance and attach thereto the Corporate Seal.

4. This By-law may be cited as "WARTIME HOUSING BY-LAW, 1943".

PASSED by the Municipal Council this 2nd day of August, 1943.

RECONSIDERED, ADOPTED AND FINALLY PASSED the Municipal Council this 16th day of August, 1943.

"A. Lockley"
Reeve

"V. Mesher"
Acting Clerk

SCHEDULE "A"

List of Lots referred to in Section 3 of within By-law:

Lots 1 to 22 inclusive, 41 to 45 inclusive, 47 to 50 inclusive, 52 to 54 inclusive, Block F, Map 292.

Lots 1 to 4 inclusive and 7 to 11 inclusive, Block G, Map 292.

Lots 2 to 12 inclusive and 23 to 30 inclusive, Block C, Map 292.

Lots 25 to 38 inclusive and 42 to 44 inclusive, Block E, Map 292.

Lots 3, 4, 5, 6m 12 & 13, Map 1162.

Lot 3, Block D, Map 772

Lot 16, Block E, Map 822

Lots 1, 3, 10 and 16, Block F, Map 772A

Lots 2, 6, 7 and 9, Block G, Map 772A

Lots 15, 16 and 17, Map 1473

Lots 4, 5 and 6, Block 20, Map 2546

ALL of ESQUIMALT DISTRICT.