

Indenture of Lease,

made between

~~William L. Malby,~~
Albert F. Dawes

of the first part, and hereinafter described as the lessor, and

William L. Malby.

of the second part, and hereinafter known as the lessee, Witnesseth, that the said WILLIAM L. MALBY, doth

hereby lease for the Term of *One* Year from the *1st May 1897*

unto the said

W L Malby

hereto present and accepting for

Mrs Dawson

that is to say

House

St Joseph St Lachine

the said Lessee *she* having seen and examined the same before the execution of these presents, and with the said leased premises being well known being contented and satisfied; and the said Lessee hereby declare that *she* will occupy the said leased premises as *dwelling* only. This lease is thus made subject to the following stipulations, viz: that the Lessee shall make all repairs customarily made by tenants, during the present lease, and at the termination thereof, shall peaceably surrender the said premises in the like condition as when taken possession of, (reasonable tear and wear being allowed); that the said Lessee shall not make any alterations in the said leased premises, without the consent of the lessor, and in case any such alterations should be made then the Lessee shall be bound to place the said leased premises in the same state in which they were at the commencement of present lease, unless said lessor prefers that the said alterations should remain, without any recompense being allowed to the Lessee for such alterations; that *she* shall constantly keep the hereby leased premises furnished according to law for the security of the rent hereinafter stipulated; that *she* shall not make over *her* interest in the present, nor sublet the whole or any part of the premises hereby leased without the consent of the lessor being first obtained in writing for that purpose. The Lessor shall not be bound to make any repairs whatever, even *grosses reparations* during this lease, but should any *grosses reparations* or any other repairs be deemed necessary in the said leased premises, and the Lessor desires to make them, the said Lessee shall permit the same to be performed, without demanding any reduction in the said rent, or any damages.

The said Lessee doth hereby agree to pay the ~~yearly assessment of the said leased premises, water tax, the city school tax, railroad tax, and every other special tax which may be imposed thereon by the Corporation of the City of Montreal, or of the Municipality in which this property is situated, or by the Government;~~ and perform all the requirements of the Police and Fire Departments, to the perfect exoneration of the lessor; and the said lessee shall remove the snow and ice, when necessary, from the roof of the building, pay for and attend to sweeping of chimnies, and shall pay for the expense of cleaning and emptying the privy of the said leased premises whenever required so to do by order of the Police, and during the last three months of the present lease shall allow such person or persons as may be desirous of obtaining a lease of the said premises, to visit the same at reasonable hours; and shall also permit notices of such intended lease to be put up on the premises. It is especially and distinctly understood and agreed by and between the parties, that all the water and drain pipes, heating apparatus, water closets, sinks and baths, and the appurtenances thereof on said premises, shall be protected by the said Lessee from frost during winter, and kept at all times free from any uncleanness or obstruction that might prevent the free working of the same; and any repairs needful to keep them in perfect working order shall be borne by the said Lessee on pain of costs and damages; that the furniture, goods, chattels, and effects, of every kind and description, belonging to the lessee shall be security for the payment of the rent for the entire term, and shall not be removed from the said leased premises, until the rent for the whole term be paid even if not due, any law, usage, or custom to the contrary, notwithstanding, for without this condition the present lease would not have been made; nothing herein contained to be deemed or construed as comminatory or evasive, but of rigour, and the said lessee shall pay all extra premium of assurance that the Company or Companies, at which the premises now leased may be insured, shall exact in consequence of the business or works done or carried on therein by the said lessee. In case of the insolvency of the said Lessee, or his making any assignment of estate, this Lease shall *ipso facto* become null and void, after the expiry of the year then current during which such assignment is made, for the remainder of the term thereof, without any notice to the Assignee or to any other person or persons whatever. *Lessee furnishes smoke pipes to furnace*

This Lease is further made for and in consideration of the sum of *One hundred & Eighty dollars*

current money of this Province, which the said lessee do hereby *promise* bind and oblige *himself* to well and truly pay to the said lessor at his office, or to his legal and lawful representatives in equal *Monthly* payments of *Fiftym dollars*

the first payment whereof to be due and payable on the *31 May 1897*

without demand and so to continue during the said lease.

Signed in duplicate at Montreal this *Eleventh* day of *February* in the year One thousand eight hundred and ninety *seven*

In the presence of

Albert A. F. Dawes.

W L Malby

LEASE

20

WILLIAM L. MALTBY

Shorn

Albert J. Pardo

OF

No. *114* *Stephens* Street.

From *1* *May* 18*99*

To *1* *May* 18*98*

Rent, \$ *1.80* = *No. 2* *cents*

Payable *Monthly*

Collector, _____

In witness whereof, the lessor has hereunto set his hand and seal of office, at the City of New York, this _____ day of _____, 1898.

of the first part, and hereinafter described of the second part.