

No. 131

THE CANADIAN BANK OF COMMERCE
SAFETY DEPOSIT BOXES

\$ 3 = 10 Jan 1919

RECEIVED from Mayo Singh

Three Dollars

for rent of Safety Deposit Box No. 66

from Jan 10 1919

to Jan 10 1920

subject to the conditions and regulations en-
dorsed hereon, which are part of this contract.

The liability of the Bank is limited to the exercise
of its accustomed diligence to prevent the opening
of said Box by any person other than the
lessee or his duly authorized representative, and
is assumed upon the express agreement that
partial or total loss of the contents shall not be
deemed proof of such unauthorized opening.

Manager

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1. Satisfactory reference must be given upon application for a box.

2. All rents, whether for one or more boxes, are payable in advance.

3. No person other than the renter, or approved substitute or substitutes named in the books of the Bank, or legal representative or representatives (in case of the death, insolvency or other disability of the renter), shall have access to the box, excepting as hereinafter expressly stipulated.

4. The cost of replacing a lost key shall be paid at once by the renter of the box.

5. The Bank reserves the right to terminate the lease of any box at any time upon giving ten days' notice by registered letter addressed to the renter of the box, to the substitute or one of the substitutes designated upon the books of the Bank, or to any other legal representative of the renter at the address of such renter, substitute, or representative registered in the books of the Bank, or otherwise at his last known residence or place of business; and upon the surrender of the keys of the box and removal of its contents, a due proportion of the rent paid will be refunded.

6. Should the renter of a box fail or refuse, at the expiration of the term covered by the lease, or upon termination of the lease by the Bank as provided for in clause 5 hereof, or upon forfeiture of the lease as hereinafter set out, to give up possession of the box, the Bank shall have the right, after having notified said renter of its intentions to do so, which notice may be served upon the renter or forwarded by registered letter to the address of the renter as registered in its books, to forcibly open the box in the presence of the Manager and one other witness and to remove the contents therefrom; and shall have the right to hold and retain the same on special deposit subject to the payment of all unpaid rent and of a charge for the use of the box after the ending of the term provided for in the lease, said charge to be proportioned to the annual rent, and of all expenses incurred in opening the box and changing the locks and keys and of the charges for safe-keeping of the contents of the box after their removal therefrom.

7. The person or persons renting a box agree not to assign his, her or their contract or to sublet said box or any part thereof, or to use the box for any purpose other than the storage of valuable papers or property, or to mark or deface it in any way.

8. Failure on the part of the person or persons renting a box, or of their substitute, substitutes, legal representative or representatives, to observe any or all of the conditions above set out shall constitute a forfeiture of his, her or their rights in this contract.

9. The liability or responsibility of the Bank with regard to property in rented Safety Deposit Boxes is limited to their accustomed care and supervision, and to the diligent and faithful observance of the foregoing rules which are established for the protection and security of the holders of boxes as well as of the Bank, and this liability or responsibility is assumed upon the express agreement that partial or total loss of the contents shall not be deemed proof that the box has been opened without proper authority.

10. Access may be had to the boxes from 10 o'clock a.m. to 3 o'clock p.m. on each day excepting Saturdays, Sundays and legal holidays, and on Saturdays from 10 a.m. to 12 noon, and otherwise only at such hours as the Bank may from time to time direct.