

\$ 3.00

THE CANADIAN BANK OF COMMERCE

No.....

SAFETY DEPOSIT BOXES

12 VICTORIA, B.C. JAN 10 1935 19.....

RECEIVED from

Mayo Singh

Dollars

for rent payable in respect of lease(s) of Safety Deposit Box.....No. 103 from JAN 1 1935
 19..... to DEC 31 1935 19...., subject to the rules and regulations endorsed hereon,
 which form part of the said lease(s).

The liability of the Bank is limited by the terms of the said lease(s) to the exercise of ordinary diligence to prevent access to the said Box....., otherwise than in accordance with the said rules and regulations, and neither partial nor total loss of the contents shall raise a presumption or be evidence that the said Box..... has been opened without authority.

We have debited this amount
to your Savings Account.

CurrentKhafoor Lmber. Co., LtdJ. W. RUGGLES

MANAGER.

RULES AND REGULATIONS

1. When a Box is surrendered, keys must be returned to the Bank, and the Lessee agrees to pay rent until all keys are so returned.

2. The Bank shall not be required to superintend, check or verify the deposit or removal of any contents of the Box.

3. The Lessee shall give immediate notice to the Bank of the loss of any of the keys. Such loss involves the expense of a new lock and keys, the cost of which the Lessee agrees to pay.

4. The Bank reserves the right to terminate the lease at any time, upon mailing a notice terminating the lease, postage prepaid and registered, to the Lessee, addressed to the Lessee at the address registered in the books. The contents of the Box shall thereupon be removed by such person or persons having the right of access to the said Box and the keys surrendered. A due proportion of the rent received will be refunded.

5. Rentals shall be payable in advance. If a Lessee fails to surrender a Box when his contract has expired and is not renewed, or if a contract is terminated, as provided above, or is forfeited for any reason, the Bank shall have the right at the end of fifteen days after mailing notice of its intended action to the Lessee, postage prepaid and registered and addressed to the Lessee at the address registered in the books, to have the Box forcibly opened in the presence of two of its officers to remove the contents therefrom, and to hold them on special deposit subject to the payment of rental to date of opening, all expenses incurred in changing locks and keys, and a charge for subsequent safekeeping of the contents. If default be made in payment of these charges, the Bank shall be at liberty to sell the contents by public auction and apply the proceeds of the sale after payment of all expenses in connection therewith, in settlement of such charges, provided thirty days' notice of such sale be given to the depositor by registered letter mailed to his address as registered in the books.

6. The Bank shall ordinarily permit access to the Vault during banking hours on each business day, but the Bank reserves the right forthwith to close the Vault if in the opinion of any of its officers it is exposed to danger from any cause whatever.

7. The Bank shall not be liable for any delay, damage or inconvenience caused by reason of any accident to or failure in the working of the Box or the Vault or the mechanism of the locks or otherwise.

8. **INDIVIDUAL LESSEE**—If the lease be to an individual Lessee, it is understood and agreed that he may appoint an agent for the purpose of access to or surrender of the said Box.

9. **TENANTS IN COMMON**—If the lease be to two or more as tenants in common it is understood and agreed that the right of access to the Box shall be vested in all of them and may only be exercised when all of them are present, the right to surrender the Box and the right to appoint an agent for one or more of them for either the purpose of access or surrender shall be vested in and must be exercised by all of them. Upon the death of any of them, all his rights as aforesaid shall only be exercised by his personal representative and the survivor or survivors.

10. **PARTNERS**—If the lease be to two or more as partners, it is understood and agreed that those designated shall have the right of access to the Box and the right to surrender the same but the right to appoint an agent for either of said purposes shall only be exercised by all of them. After receipt by the Bank of written notice of the death of any partner, such rights shall be vested in the surviving partners or the sole survivor alone. In the event that the Lessees are partners in a partnership which includes partners other than the Lessees, only the Lessees shall be recognized by the Bank as having any rights under this lease.

11. **JOINT TENANTS**—If the lease be to two or more as joint tenants, it is understood and agreed that those designated shall have the right of access to the Box and the right to surrender the same but the right to appoint an agent for either of said purposes shall only be exercised by all of them. After receipt by the Bank of written notice of the death of any such joint tenant, such rights shall be vested in the survivors or in the sole survivor alone.

12. **CORPORATION**—If the lease be to a corporation the right of access to the Box and the right to surrender the same shall be vested in such officer or officers of the corporation or such other person or persons as shall be appointed by the corporation under its corporate seal.

13. **SOCIETY**—If the lease be to a society, voluntary association or other similar organization the right of access to the Box and the right to surrender the same shall be vested in such officer or officers of the society, association or organization or such other person or persons as shall be appointed by the society, association or organization by resolution of its members or trustees and a duly certified copy of the said resolution under seal, if any, shall be lodged with the Bank.

14. The appointment of any agent shall be in writing and shall be signed in accordance with the foregoing rules and regulations. If the appointment is not included in this lease it should be in the same form as that herein printed or in such other form as the Bank may approve and shall be deposited with the Bank. Any such agent may thereafter exercise the rights and powers conferred upon him until notice in writing of the revocation of his appointment shall be given to the Bank by any one of the Lessees or the sole Lessee.

15. In case of the Bankruptcy of any Lessee or in the event that any Lessee make an authorized assignment pursuant to the Bankruptcy Act, or in case any Lessee suffer legal disability, or in the case of the death of any Lessee who is not a partner or joint tenant, his duly appointed legal representative or representatives may exercise his rights and powers under this lease.

16. Save as aforesaid, no person other than the Lessee shall have access to the said Box.

17. If the Bank by any act, process or order against any of the said Lessees, is forbidden to allow the Box to be opened, it may be closed to all Lessees while such act, process or order is in effect.

18. Neither this contract nor the right to the said Box, nor the right of access thereto, may be assigned or sublet.

19. The Lessee agrees to indemnify and hold the Bank harmless against and from all costs, loss and expense to which it may be put or for which it may become liable by reason of any suit or suits relating to the contents of the Box.