

Cobourg Public Library
Jan. 17, 1990

H- Bagot Street file (2)
(03-39) p.1

DATED May Fifth A.D. 1926

- EDWARD BICKIE -

TO

- MACKENZIE WATERS -

- LEASE OF FURNISHED HOUSE -

- ARNSTRONG & WILLMOTT -

T H I S I N D E N T U R E made in duplicate this Fifth day of May, One thousand nine hundred and twenty-five.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

EDWARD WATKINS BICKLE of the Town of Cobourg in the County of Northumberland, Manufacturer, hereinafter called the Lessor

OF THE FIRST PART

-and-

MACKENZIE WATERS of the City of Toronto in the County of York, Architect, hereinafter called the Lessee

OF THE SECOND PART.

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained by the Lessee to be paid, observed and performed, the Lessor doth hereby demise and lease unto the Lessee All that certain brick house in the Town of Cobourg, situate on the north east corner of Albert and Bagot streets and being the residence at present occupied by the Lessor, together with the out-buildings, stable, garden, lawn and appurtenances thereto belonging, and which said premises is situate on Bagot street and also with an entrance from Albert street, and may be more particularly described as follows: All and singular that certain parcel or tract of land and premises situate, lying and being in the Town of Cobourg in the County of Northumberland and Province of Ontario, and being composed of part of Lots 17, 18, 19 and 20 in Block "I", part of Township Lot 18, Concession "A" Township of Hamilton, now in the Town of Cobourg, the same being in subdivision Seven in the Town of Cobourg according to the last registered plan there-

-2-

which said parcel of land is more particularly described as follows: COMMENCING at the north east corner of the intersection of Bagot and Albert streets in the Town of Cobourg; proceeding north eleven degrees west ninety-five feet; thence north eighty-six degrees, thirty minutes east one hundred and thirty-one feet to the easterly boundary of Lot number Nineteen; thence north eleven degrees west along the easterly boundary of Lot number Nineteen, sixty feet to the north east corner of said Lot; thence south eighty-nine degrees east along the northerly boundaries of Lots numbers Eighteen and Seventeen, sixty-eight feet six inches; thence south three degrees east thirty-eight feet; thence north eighty-nine degrees west one hundred and sixty-six feet to the point of commencement; together with the use of the fixtures, furniture, utensils and effects including the linen but excepting thereout all the silver-ware, and together with the right to such produce in the garden as the Lessee may grow therein for the use of himself and his establishment.

TO HAVE AND TO HOLD the said demised premises from the Twenty-fifth day of June to the Seventh day of September, 1925, both days inclusive, yielding and paying therefor to the Lessor, the sum of Four hundred dollars (\$400.00); One hundred dollars (\$100.00) to be paid on or before the Fifteenth day of May, 1925; One hundred dollars (\$100.00) to be paid on or before the Twenty-fifth day of June, 1925, One hundred dollars (\$100.00) to be paid on or before the Twenty-fifth day of July, 1925 and the balance of said rental of ~~Eight~~^{Four} hundred dollars (\$400.00), namely the sum of One hundred dollars (\$100.00) to be paid on or before the Twenty-fifth day of August, 1925.

AND the Lessee covenants with the Lessor to pay rent, and to pay telephone, electric light and water rates from the Twenty-fifth day of June to the Seventh day of September, 1925, and to pay all damages or breakages caused

-3-

or permitted by the Lessee by reason of want of such care as would be given by an owner of the said premises in like circumstances, and to repair reasonable wear and tear and damage by fire, lightning and tempest only excepted; and will not assign or sublet without leave, and will not carry on any business that shall be deemed a nuisance, or by which the insurance on the said premises will be increased, and that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

AND that the Lessee will return to the Lessor at the end of the said term all fixtures, furniture, utensils and effects on the said premises, in good repair and condition, ordinary wear and tear and damage by fire not caused by the carelessness of the Lessee, his servants or agents, only excepted, that he will replace such articles as shall be broken, damaged or missing with other articles of a like pattern and equal value.

AND that he will employ a competent gardener from the Twenty-fifth day of June to the Seventh day of September, 1925, to take proper care of the garden and lawn, including the trees, shrubs and flowers therein, so that the premises may be kept in a satisfactory state.

Proviso for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

The Lessor covenants with the Lessee for quiet enjoyment.

It is further understood and agreed that the Lessee will leave the house in the order in which it is found,

It is hereby declared and agreed that these presents and everything herein contained shall respectively enure

to the benefit of and be binding upon the parties hereto.
their heirs, executors, administrators and assigns, res-
pectively.



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

SIGNED SEALED AND DELIVERED)

in the presence of)

Dorothy Butler)
as to execution by E.W. Bickle)

_____)
as to execution by Mackenzie)
Waters)

E.W. Bickle) 
Mackenzie Waters) 

Frank Keys