

1983-089

Indentures, 1917, 1918

Acc # 1983-089

Delta Museum and Archives

Community Record # CR-108

File #: 3

Location: A6-5-A-5

"A"

Bill of Sale

made the 1st day of November 1917 in the year of our Lord

1917 November

In Pursuance of the "Bills of Sale Act"

Between

*I. Swamathan of Weston Island, near
Ney in the Province of British Columbia
Japanese Fisherman*

hereinafter called the "Grantor" of the FIRST PART,

AND

*The British Columbia Lumber Association Company
having its principal office at 517 Vancouver
in the said*

hereinafter called the "Grantee" of the SECOND PART,

Witnesseth, that the said Grantor, for and in consideration of the sum of two hundred and fifty dollars in hand well and truly paid by the said Grantee, at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged), ~~that~~ granted, bargained, sold and assigne and by these presents ~~that~~ Grant, bargain, sell, and assign unto the said Grantee, **All and Singu...** the goods and chattels hereinafter particularly mentioned and described, and all and singular the goods and chattels which during the continuance of these Presents shall be brought on the premises hereinafter mentioned, either in addition to or in substitution for the goods and chattels hereinafter set forth, and all the right and interest of the said Grantor therein and thereto, which said goods and chattels may be more particularly described as follows:

*One fishing boat 32 feet in length
Equipped with 6 fish pans
Garbage No 898-1
Two do half the boat
One Spring fishing net 70 feet
One do 84"*

1983-069

Indentures, 1917, 1918

All which said goods and chattels are in possession of the Grantor

at *West Hill*
County of New Westchester in the Province of New York
I, *James M. Smith*, do hereby give, sell, transfer, convey, and assign unto the said Grantee *On the only proper*
use and behoof of the said Grantee FOREVER: *Unwidened always* and these presents are upon this express
condition, that if the said Grantor do and shall well and truly pay, or cause to be paid unto the said Grantee
the full sum of *Two hundred and fifty* dollars, with interest for the same at the rate of *6*
dollars, with interest for the same at the rate of *6* per centum per annum, from the *6th*
day of *7* on the following days and times, that is to say:

The said payments to be made by the said Grantee and his heirs, executors and assigns, on the first day of April in every year, until the said sum of two hundred and fifty dollars be paid, and the said interest shall be paid quarterly, to wit, on the first day of April, July, October, and January, in every year.

Then these presents and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything contained to the contrary thereof in anywise notwithstanding.

And the said Grantor shall and will warrant and forever defend by these presents ALL AND SINGULAR the said goods and chattels by these Presents unto the said Grantee against him and the said Grantor, and against all and every person and persons whomsoever:

And the said Grantor do hereby COVENANT, PROMISE and AGREE, to and with the said Grantee, that the said Grantor, or some one of them, shall and will well and truly pay, or cause to be paid, unto the said Grantee the said sum of money, in the above proviso mentioned, with interest for the same as aforesaid, on the days and times and in the manner above limited for the payment thereof: **Provided** that in default of payment of any of the payments or instalments hereinbefore mentioned, or any part thereof, the principal sum then unpaid and hereby secured shall become due and payable; **And also**, that in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or in the interest thereon, or any part of the principal or interest, or in case the said Grantor shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them, or to remove the same, or any part thereof, from the premises upon which they are now located, or suffer or permit the same to be seized or taken in execution without the consent of the said Grantee to such sale, removal, or disposal thereof first had and obtained in writing, or in case default shall be made in the performance of any of the covenants by the said Grantor in these presents contained, or in case the Grantee

shall feel unsafe it shall and may be as they may require wheresoever and break and force places, for the purpose after the taking of and each and any of them, or any part out of the proceeding then be due by virtue in consequence of as above mentioned the said Grantor money, and interest of all costs Grantee may, distrain for the whole on the said Grantor said sum of money and quietly to have eviction, hindrance ever; **And** the said Grantee shall pay the whole pay, or cause to be then be remaining **And** the said Grantor to him these Presents said Grantor, and every renewal office (authorized all premiums and over to the said on default of payment **And** such sums day of such payment The expression Grant administrators, such

In Witness whereof

Signed, Sealed

IN THE P

James M. Smith

This is the paper

Sworn before me

This is the paper

Sworn before me

at *West Hill*

the only proper
resents are upon this express
into the said Grantee

from the
that is to say:

shall feel unsafe or insecure or deem said goods and chattels in danger of being sold or removed, ~~Then~~ in such case it shall and may be lawful for the said Grantee with servant or servants, and with such other assistant or assistants as they may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places, for the purpose of taking possession of and removing the said goods and chattels: ~~And~~ upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said Grantee and each and any one of them, is and are hereby authorized and empowered to sell the goods and chattels, or any of them, or any part thereof, at public auction or private sale as to them or any of them, may seem meet; ~~And~~ from and out of the proceeds of such sale in the first place to pay and reimburse themselves all such sums and sum of money as may then be due by virtue of these Presents, and all such costs and expenses as may have been incurred by the said Grantee in consequence of the default, neglect or failure of the Grantor in payment of the said money, with interest thereon, as above mentioned, or in consequence of such sale or removal, as above mentioned, and in the next place to pay unto the said Grantor all such surplus as may remain after such sale, and after payment of all such sum or sums of money, and interest thereon, as may be due by virtue of these Presents at the time of such seizure, and after payment of all costs, charges and expenses incurred by such seizure and sale as aforesaid: ~~Provided~~ that the said Grantee may, in default of any one of the payments or instalments hereinbefore mentioned, or any part thereof, distrain for the whole principal sum then unpaid; ~~Provided always~~ nevertheless, that it shall not be incumbent on the said Grantee to sell and dispose the said goods and chattels, but that in case of default of payment of the said sum of money, with interest thereon, as aforesaid, it shall and may be lawful for the said Grantee peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance, or interruption of the said Grantor, or any of them, or any other person or persons whomsoever; ~~And~~ the said Grantor doth hereby further COVENANT, PROMISE and AGREE to and with the said Grantee that the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said Grantor executors, shall and will forthwith pay, or cause to be paid, unto the said Grantee all such sum or sums of money, with interest thereon, as may then be remaining due; as well also as all costs and expenses as may be incurred by any seizure.

~~And~~ the said Grantor doth put the said Grantee in full possession of the said goods and chattels by delivering to him these Presents in the name of all the said goods and chattels, at the sealing and delivery hereof; ~~And~~ the said Grantor covenanteth that he will, during the continuance of this mortgage and any office (authorized to transact business in Canada) in the sum of not less than their full insurable value, and will pay all premiums and moneys necessary for that purpose, as the same become due; and will, on demand, assign and deliver over to the said Grantee the policy or policies of insurance and receipts thereto appertaining; ~~Provided~~ that if on default of payment of said premium or sums of money by the Grantor the said Grantee may pay the same, ~~And~~ such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate from the day of such payment, and shall be repayable with the sum hereby secured.

The expression Grantor and Grantee herein shall include the parties hereto, their and each of their heirs, executors, administrators, successors and assigns respectively.

In Witness whereof the Parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Amicus Bell

This is the paper writing marked the letter "A" referred to in the Affidavit of

Sworn before me this *Sixth* day of *November* A.D. 1917

This is the paper writing marked the letter "A" referred to in the Affidavit of

Sworn before me this *Sixth* day of *November* A.D. 1917

A Commissioner for taking Affidavits within British Columbia.
A Notary Public in and for the Province of British Columbia.

ALL AND SINGULAR the
Grantor, and against

to and with the said
pay, or cause to be paid,

for the same as afore-
~~provided~~ that in default
of, the principal sum then

fault shall be made in the
any part of the principal
part with the possession of
on the premises upon which
it the consent of the said
case default shall be made
or in case the Grantee

1983-089

Indentures, 1917, 1918

AFFIDAVIT OF BONA FIDES FOR CHATTEL MORTGAGE
"BILLS OF SALE ACT."

BRITISH COLUMBIA

TO WIT:

justly and truly indebted to

of the Province in the foregoing Bill in the Province of the Grantor in the annexed Bill of Sale by way of mortgage named, the Grantee therein

in the sum of Dollars mentioned therein.

That the said Bill of Sale by way of mortgage was executed in good faith and for the express purpose of securing the payment of the money so justly due or accruing due as aforesaid, and not for the purpose of protecting the Goods and Chattels mentioned in the said Bill of Sale by way of mortgage against the creditors of the Grantor therein named or of preventing the creditors of such Grantor from obtaining payment of any claim against the said Grantor

SWORN before me at the of British Columbia, this day of A.D. 19

A Commissioner for taking affidavits within British Columbia
 A Notary Public in and for the Province of British Columbia

Chattel Mortgage

The Clarke & Stuart Co., Ltd., Law Printers of S
 Vancouver, B. C.

Dated

191

-TO-

AFFIDAVIT OF WITNESS

British Columbia,

TO WIT:

of make oath and say

as follows:

1—That the paper-writing hereunto annexed, and marked "A," is the Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by

2—That the Bill of Sale was made and given by the said on the day of Lord one thousand nine hundred and

3—That I was present and did see the said

Sale mentioned, and whose name is signed thereto, sign and execute the same on the said day of in the year aforesaid.

4—That the said

said Bill of Sale, resided and still resides at and then was and still is at the time of making and giving the

5—That the name

attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at

Subscribed to and sworn before me this

day of

A. D. 191

at the

in the Province of British Columbia,

A Commissioner for taking affidavits within British Columbia.
 A Notary Public in and for the Province of British Columbia.

1983-089

Indentures, 1917, 1918

"A"

This Indenture

made the *fourteenth* day of *May* in the year of our Lord one thousand nine hundred and *eighteen*

In Pursuance of the "Bills of Sale Act"

Between *H. Hurooka of Newswick carrying Radio in the Province of British Columbia. Japanese Fisherman*

hereinafter called the "Grantor" of the FIRST PART,

AND

The British Columbia Packers Association a Company duly incorporated under the laws of the Province and having its registered office at 517 Granville Street in the City of Vancouver in the said Province

hereinafter called the "Grantee" of the SECOND PART,

Whereas the Grantor is now indebted to the Grantee in the sum of five hundred dollars for goods sold and delivered to the Grantor by the Grantee

Witnesseth, that the said Grantor, for and in consideration of the sum of *Five hundred*

dollars of lawful money of Canada to *now due and owing by the said Grantor to the said*

in hand well and truly paid by the said Grantee, at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged), *both* granted, bargained, sold and assigned and by these presents *both Grant,* bargain, sell, and assign unto the said Grantee,

All and Singular the goods and chattels hereinafter particularly mentioned and described, and all and singular the goods and chattels which during the continuance of these Presents shall be brought on the premises hereinafter mentioned, either in addition to or in substitution for the goods and chattels hereinafter set forth, and all the right and interest of the said Grantor therein and thereto, which said goods and chattels may be more particularly described

as follows:

- One Boat 21' x 7' 6" overall and 7' 11" in beam*
- Equipped with 5 HP Johnson outboard motor No. P 7328710*
- One Fishing boat 24' x 8" overall 6' 11" in beam*
- Equipped with 5 HP Johnson outboard motor No. P 7328710*
- One Fishing boat 24' x 8" overall 6' 11" in beam*
- Equipped with 5 HP Johnson outboard motor No. P 7328710*

1983-089

Indentures, 1917, 1918

All which said goods and chattels are in possession of the Grantor

at

of

shall feel unsafe or insu-
it shall and may be law-
as they may require, at
whosoever and whatso-
break and force open
places, for the purpose
after the taking possessi-
and each and any one
them, or any part there-
out of the proceeds of
then be due by virtute
in consequence of the
as above mentioned, or
the said Grantor all
money, and interest the
ment of all costs, cha-
Grantee may, in del-
distrain for the whole p
on the said Grantee

in the Province of
To have and to hold all and singular the said goods and chattels unto the said Grantee **On the only proper use and behoof** of the said Grantee **FOREVER: Provided always** and these presents are upon this express condition, that if the said Grantor do and shall well and truly pay, or cause to be paid unto the said Grantee the full sum of

dollars, with interest for the same at the rate of

per centum per annum, from the

day of

on the following days and times, that is to say:

*The sum of Five hundred
be due and payable on the first day
of August 1918 together with interest at
the rate of eight per cent per annum
on the balance of money remaining due
from time to time under these presents
until the full amount is fully paid
and satisfied*

When these presents and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything contained to the contrary thereof in anywise notwithstanding.

And the said Grantor shall and will warrant and forever defend by these presents ALL AND SINGULAR the said goods and chattels by these Presents unto the said Grantee against him and the said Grantor, and against all and every person and persons whomsoever:

And the said Grantor do hereby COVENANT, PROMISE and AGREE, to and with the said Grantee, that the said Grantor, or some one of them, shall and will well and truly pay, or cause to be paid, unto the said Grantee the said sum of money, in the above proviso mentioned, with interest for the same as afore- said, on the days and times and in the manner above limited for the payment thereof: **Provided** that in default of payment of any of the payments or instalments hereinbefore mentioned, or any part thereof, the principal sum then unpaid and hereby secured shall become due and payable; **And also**, that in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or in the interest thereon, or any part of the principal or interest, or in case the said Grantor shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them, or to remove the same, or any part thereof, from the premises upon which they are now located, or suffer or permit the same to be seized or taken in execution without the consent of the said Grantee to such sale, removal, or disposal thereof first had and obtained in writing, or in case default shall be made in the performance of any of the covenants by the said Grantor in these presents contained, or in case the Grantee

And every renewal the
office (authorized to tr
all premiums and mone
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And such sums of mon
day of such payment, a
The expression Grantor
administrators, successor
IN THE PRESE
Signed, Sealed and
IN THE PRESE
This is the paper writ
Sworn before me this
This is the paper writ
Sworn before me this

In Witness whereof

Signed, Sealed and

IN THE PRESE

Grantor

This is the paper writ

Sworn before me this

This is the paper writ

Sworn before me this

101

at

grantee is the only proper
presents are upon this express
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ALL AND SINGULAR the
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E, to and with the said
pay, or cause to be paid,
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Provided that in default
ereof, the principal sum then
default shall be made in the
or any part of the principal
part with the possession of
rom the premises upon which
out the consent of the said
a case default shall be made
d, or in case the Grantee

shall feel unsafe or insecure or seem said goods and chattels in danger of being sold or removed, **Then** in such case it shall and may be lawful for the said Grantee with servant or servants, and with such other assistant or assistants as they may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places, for the purpose of taking possession of and removing the said goods and chattels: **And** upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said Grantee and each and any one of them, is and are hereby authorized and empowered to sell the goods and chattels, or any of them, or any part thereof, at public auction or private sale as to them or any of them, may seem meet; **And** from and out of the proceeds of such sale in the first place to pay and reimburse themselves all such sums and sum of money as may then be due by virtue of these Presents, and all such costs and expenses as may have been incurred by the said Grantee in consequence of the default, neglect or failure of the Grantor in payment of the said money, with interest thereon, as above mentioned, or in consequence of such sale or removal, as above mentioned, and in the next place to pay unto the said Grantor all such surplus as may remain after such sale, and after payment of all such sum or sums of money, and interest thereon, as may be due by virtue of these Presents at the time of such seizure, and after payment of all costs, charges and expenses incurred by such seizure and sale as aforesaid: **Provided** that the said Grantee may, in default of any one of the payments or instalments hereinbefore mentioned, or any part thereof, distrain for the whole principal sum then unpaid; **Provided always** nevertheless, that it shall not be incumbent on the said Grantee to sell and dispose the said goods and chattels, but that in case of default of payment of the said sum of money, with interest thereon, as aforesaid, it shall and may be lawful for the said Grantee peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the let, molestation, eviction, hindrance, or interruption of the said Grantor, or any of them, or any other person or persons whomsoever; **And** the said Grantor doth hereby further COVENANT, PROMISE and AGREE to and with the said Grantee that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said Grantor executors, shall and will forthwith pay, or cause to be paid, unto the said Grantee all such sum or sums of money, with interest thereon, as may then be remaining due; as well also as all costs and expenses as may be incurred by any seizure.

And the said Grantor doth put the said Grantee in full possession of the said goods and chattels by delivering to him these Presents in the name of all the said goods and chattels, at the sealing and delivery hereof; **And** the said Grantor covenant with the said Grantee that he will, during the continuance of this mortgage, and any and every renewal thereof, insure the chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than their full insurable value, and will pay all premiums and moneys necessary for that purpose, as the same become due; and will, on demand, assign and deliver over to the said Grantee the policy or policies of insurance and receipts thereto appertaining; **Provided** that if on default of payment of said premium or sums of money by the Grantor the said Grantee may pay the same, **And** such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate from the day of such payment, and shall be repayable with the sum hereby secured.

The expression Grantor and Grantee herein shall include the parties hereto, their and each of their heirs, executors, administrators, successors and assigns respectively.

In Witness whereof the Parties to these Presents have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

James G. Bell }
M. H. Hurdock }

This is the paper writing marked the letter "A" referred to in the Affidavit of

Sworn before me this *fourteenth* day of *May* A.D. 191*8*

This is the paper writing marked the letter "A" referred to in the Affidavit of

Sworn before me this *fourteenth* day of *May* A.D. 191*8*

A Commissioner for taking Affidavits within British Columbia.
A Notary Public in and for the Province of British Columbia.

1983-089

Indentures, 1917, 1918

AFFIDAVIT OF BONA FIDES FOR CHATTEL MORTGAGE
"BILLS OF SALE ACT."

BRITISH COLUMBIA

TO WIT:

justly and truly indebted to

of the Province in the foregoing Bill
 of Sale by way of mortgage named, make oath and say: That
 the Grantor in the annexed Bill of Sale by way of mortgage named,
 the Grantee therein
 Dollars mentioned therein.

That the said Bill of Sale by way of mortgage was executed in good faith and for the express purpose of secur-
 ing the payment of the money so justly due or accruing due as aforesaid, and not for the purpose of protecting the
 Goods and Chattels mentioned in the said Bill of Sale by way of mortgage against the creditors of the Grantor
 therein named or of preventing the creditors of such Grantor from obtaining payment of any claim against
 the said Grantor

SWORN before me at the
 of British Columbia, this fourth
 of May A.D. 1918

A Commissioner for taking affidavits within British Columbia
 A Notary Public in and for the Province of British Columbia.

Dated May 14th 1918

M. Harsanyi

-TO-

British Columbia
Rocky Mountain

Chattel Mortgage

The Clarke & Stuart Co., Ltd., Law Printers and Stationers,
 Vancouver, B. C.

AFFIDAVIT OF WITNESS

British Columbia,

TO WIT:

as follows:

Francis G. Hall

of
 make oath and say

1—That the paper-writing hereunto annexed, and marked "A," is the Bill of Sale and every Schedule
 or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof,
 as made and given and executed by M. Harsanyi

2—That the Bill of Sale was made and given by the said
 on the fourth
 day of May
 Lord one thousand nine hundred and

3—That I was present and did see the said

Sale mentioned, and whose name is signed thereto, sign and execute the same on the said
 day of May
 in the year aforesaid.

4—That the said

said Bill of Sale, resided and still resides at
 and then was and still is
 at the time of making and giving the

5—That the name

attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside
 at Rocky Mountain
 and am

Subscribed to and sworn before me this

day of May A. D. 1918

at the Rocky Mountain of

in the Province of British Columbia.

A Commissioner for taking affidavits within British Columbia.
 A Notary Public in and for the Province of British Columbia.

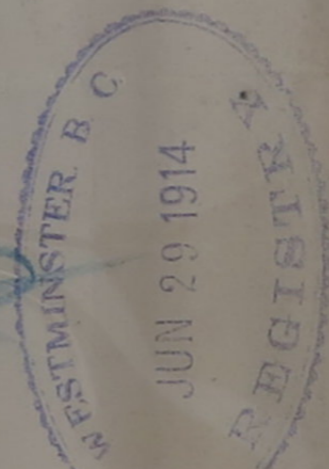
1983-089

Indentures, 1917, 1918

Take to B. B. Packers
Done to do
B. News to do

Received from P. Nelson six dollars
Due for Registering the above 6/m.
\$6.00

J. J. Cambridge
Reg.



Solicitor for

PRÆCIPE

—FOR—

Bank
1914

No.

IN THE SUPREME COURT.

Plaintiff,

AND

Defendant.

REQUIRED

Dated this

day of

, 19

Solicitor for

Indentures, 1917, 1918

1985 001

Indentures 917, 1918



S. C.

103

PRÆCIPE

—FOR—

Solicitor for

No.

IN THE SUPREME COURT.

Plaint

AND

Defendant.

REQUIRED

from
dollar *each of the*
total *4.00*

Dated this

day of

, 191 .

Solicitor for

00/7/15