

FOR ATTORNEY

I Herby Certify that, on the _____ day of _____, 193____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed instrument as the maker thereof, that the said _____ is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said _____, knows the contents of said instrument, and subscribed the name of the said _____ as the free act and deed of the said _____, thereto voluntarily under authority of a power of attorney which has not been revoked.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____ in the Province of British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and thirty-

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

Note: When the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

Rate 23 APR 11 193 42.

Agreement for Sale of Land

Hol Kenzies,
Honey, B. C.

Registered
85789

MIRIAM SPEIGLER
and
MABEL SPEIGLER
"Joint Tenants"

AND
KANE SAITO

Copy

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I Herby Certify that, on the _____ day of _____, 193____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is personally known to me, of _____, and that he is the person who subscribed his name to the annexed Instrument as _____ of the said _____ and affixed the seal of the said _____ to the said instrument; that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____ in the Province of British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and thirty-

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

Note: When the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

DATE PAID	PRINCIPAL	INTEREST	PAID TO

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF the said 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

Signature of Witness Albert Meizer

Street Address _____

City Donna B.C.

Occupation Notary Public

K. Saito
W. Spiegler
Mabel Spiegler

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA

TO WIT

I, _____ of the _____, in the Province of British Columbia, make oath and say:

- 1. I was personally present and did see the within instrument duly signed and executed by _____ of the _____, in the Province of British Columbia, the part thereto, for the purposes named therein.
- 2. The said instrument was executed at _____
- 3. I know the said part _____, and that _____ of the full age of twenty-one years.
- 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at _____ in the Province of British Columbia, this _____ day of _____ 193 _____

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

FOR MAKER (INCLUDING MARRIED WOMAN)

I Herby Certify that on the twenty fifth day of April 1942.

Kane Saito

~~XXXXXX~~ she is _____ personally known to me, appeared before me and acknowledged to me that the maker thereof, and whose name she has subscribed thereto as part y _____, that she knows the contents thereof, and that she executed the same voluntarily, and she is _____ is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____ in the Province of British Columbia, this 25 day of April in the year of our Lord one thousand nine hundred and ~~1942~~ forty-two.

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

Note: When the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

In consideration of Financial Assistance granted to the purchaser by the Pacific Co-operative Union of Mission City, B. C. to purchase the aforesaid property, the purchaser covenants and agrees to ship all of the fruit crop from the aforesaid property to the said Co-operative Union until the obligations thus incurred have been fully discharged.

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the purchaser may at any time within the above mentioned period pay the balance of the purchase money of the said lands, and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

or at such other address as the Purchaser shall specify in writing to the Vendor.

This Agreement, made in duplicate this 23rd

day of April in the year of Our Lord one thousand nine hundred and ~~thirty~~ forty-two.

BETWEEN

KANE SAITO

of the town of Pitt Meadows, in the province of British Columbia, wife of S. Saito.

Name,
Address, and
Occupation of Parties

WILHRIM SPEIGLER

hereinafter called the "Vendor" of the one part,

AND

and

MABEL SPEIGLER

of the town of Pitt Meadows, in the province aforesaid, Farmer and wife.

"Joint Tenants"

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Pitt Meadows, in the Province of British Columbia, and more particularly known and described as The North East Quarter of the South East Quarter of Section Eleven (11) Block Five (5) North, Range One (1) East. All that part of the South East Quarter of the South East Quarter of Section Eleven (11) Block Five (5) North Range One (1) East lying North of the Dyke, in the District of New Westminster.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Two Thousand, Six Hundred ~~xxxxxxxix~~ Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Fifteen Hundred Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: \$500.00 (Five Hundred Dollars) on September 30, 1942. and \$600.00 (Six Hundred Dollars) on April 21, 1943.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of 5% per cent. per annum, payable with each payment of principal.