THIS INDENTURE made the twelfth day of October A.D. 1887 BETWEEN Edward Davis Heatley of San Francisco in the State of California and Edwin Wotton of 11 George Yard Lombard Street in the City of London England trading together under the name of Dickson De Wolf & Co. of the first part, Israel Wood Powell of the City of Victoria in the Province of British Columbia of the second part and Carl Strouss of Victoria aforesaid of the third part

WHEREAS by deed bearing date the 29th day of July 1885 and made between the said Edward Davis Heatley of the one part and the said Israel Wood Powell of the other part the said EdTard Davis Heatley agreed to sell to the said Israel Wood Powell for the sum of $275,000. (two hundred and seventy-five thousand dollars) inter alia the whole of the property at Burrard Inlet British Columbia known as the Hastings Saw Mill property with the exception of the logging camps and roads which were acquired by the said Edward Davis Heatley since the making of a certain agreement dated the 22nd day of July 1884 and the logs and lumber at the mill and the logging camps, of which sum the sum of $118,085.00 (one hundred and eighteen thousand and eighty-five dollars) had then been paid and the balance to be paid with interest at the times and in manner therein mentioned.

And in and by the said deed it was agreed inter alia that until full payment of the sums of money thereinbefore agreed to be paid the said Edward Davis Heatley should, except as thereinafter provided, retain the pos-

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WHEREAS by deed bearing date the 29th day of July 1885 and made between the said Edward Davis Heatley of the one part and the said Israel Wood Powell of the other part the said EdTard Davis Heatley agreed to sell to the said Israel Wood Powell for the sum of $275,000. (two hundred and seventy-five thousand dollars) inter alia the whole of the property at Burrard Inlet British Columbia known as the Hastings Saw Mill property with the exception of the logging camps and roads which were acquired by the said Edward Davis Heatley since the making of a certain agreement dated the 22nd day of July 1884 and the logs and lumber at the mill and the logging camps, of which sum the sum of $118,085.00 (one hundred and eighteen thousand and eighty-five dollars) had then been paid and the balance to be paid with interest at the times and in manner therein mentioned.

And in and by the said deed it was agreed inter alia that until full payment of the sums of money thereinbefore agreed to be paid the said Edward Davis Heatley should, except as thereinafter provided, retain the pos-

session occupation and control of the following portions of the aforesaid property.

The Hastings Saw Mill at Burrard Inlet British Columbia consisting of the site of the said Mill and the buildings pertaining thereto and certain other property therein mentioned and also the store with its stock of merchandise therein on the 22nd of July 1884 as per inventory and valuation at cost (with the right to sell such merchandise and refurnish such store with new stock of merchandise from time to time) made up by Mr.Richard H.Alexander amounting to $21,581.24 (twenty-one thousand five hundred and eighty-one dollars and twenty-four cents) together with the assets necessary for the working of the Mill as noted in schedule A in Mr.R.H.Alexander's report dated the 30th of June 1884 under several headings as follows;

Saw Mill expenses----------$2932.45

Blacksmith shop---------- 1292.57

Kitchen,---------- 500.00

which amounts were thereby mutually accepted as the valuation of same on hand the 22nd of July 1884,Also all the timber land which had been leased or should be leased from the Government until the full payment by the said Israel Wood Powell of the moneys thereby agreed to be paid by him.

That the said Edward Davis Heatley should during his possession thereof have the right to use the said mill and all the machinery therein and to cut from the said land all the timber that could during the aforesaid

session occupation and control of the following portions of the aforesaid property.

The Hastings Saw Mill at Burrard Inlet British Columbia consisting of the site of the said Mill and the buildings pertaining thereto and certain other property therein mentioned and also the afore with its stock of merchandise therein on the 22nd of July 1884 as per inventory and valuation at cost (with the right to sell such merchandise and return such afore with new stock of merchandise from time to time) made up by Mr.Richard H.Alexander amounting to $21,581.24 (twenty-one thousand five hundred and eighty-one dollars and twenty-four cents) together with the assets necessary for the working of the Mill as noted in schedule A in Mr.R.H.Alexander's report dated the 30th of June 1884 under several headings as follows;

Saw Mill expenses----------$2932.45

Blacksmith shop---------- 1292.87

Kitchen,---------- 500.00

which amounts were thereby mutually accepted as the valuation of same on hand the 22nd of July 1884, Also all the timber land which had been leased or should be leased from the Government until the full payment by the said Israel Wood Powell of the moneys thereby agreed to be paid by him.

That the said Edward Davis Heatley should during his possession thereof have the right to use the said mill and all the machinery therein and to cut from the said land all the timber that could during the aforesaid

term be manufactured into lumber at the said Saw Mill but should not cut timber from said land and sell the logs in an unmanufactured state, excepting however timber suitable for masts spars and the like and need not account to the said Israel Wood Powell for the value of any timber so cut nor for any gains or profits arising from the said business.

Upon the termination of the right of possession thereto an inventory and valuation at cost should be made of the stock of goods then in the store and of the other assets noted in schedule A as thereinbefore mentioned and said stock of goods and assets handed over to the said Israel Wood Powell and in the event of the said valuation amounting to less than the sum of $26,306.26 (twenty six thousand three hundred and six dollars and twenty-six cents) as on the 22nd of July 1884 the deficiency should be paid by the said Edward Davis Heatley to the said Israel Wood Powell, on the other hand the said Israel Wood Powell would pay to the said Edward Davis Heatley in cash any excess in such cost value of such stock and assets at the termination of his right of possession over the cost value thereof on the 22nd of July 1884. That so long as the said Edward Davis Heatley so remained in possession of the said property such possession and the payment of insurance and rental for leased lands and taxes as thereinbefore agreed should be deemed as an equivalent for the interest agreed to be paid by the said Israel Wood Powell upon the unpaid portions of the purchase moneys mentioned in

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term be manufactured into lumber at the said Saw Mill
but should not cut timber from said land and sell the
logs in an unmanufactured state, excepting however timber
suitable for waste space and the like and need not ac-
count to the said Israel Wood Powell for the value of
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Upon the termination of the right of possession
thereto an inventory and valuation at cost should be
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other assets noted in schedule A as thereinbefore men-
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cost value of such stock and assets at the termination
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property such possession and the payment of insurance
and rental for leased lands and taxes as thereinbefore
agreed should be deemed as an equivalent for the interest
agreed to be paid by the said Israel Wood Powell upon
the unpaid portions of the purchase moneys mentioned in

section 1 thereof and if up to the time of payment of any of the same the said Edward Davis Heatley should continue so in possession he should acknowledge to the said Israel Wood Powell full satisfaction for interest upon the remaining unpaid portion of said purchase money up to that date, And it was further agreed that the said Edward Davis Heatley might acquire from said Government leases of such other timber lands for supplying said Mill with timber as he might deem advisable on such terms as he might elect, and the said Israel Wood Powell thereby agreed that unless the Hastings Saw Mill should revert to the said Edward Davis Heatley under the terms of the said agreement any expenses incurred by the said Edward Davis Heatley in searching for new timber lands and generally in the selection surveying and acquisition of said new timber land and such proportion of the cost of construction of ~~of~~ any roads upon said land as the said Edward Davis Heatley might find necessary to construct for obtaining timber as might be equitable due regard being given to the value that said roads have contributed by their use to the said Edward Davis Heatley and their value for the removal of timber then remaining uncut such valuation to be determined by an arbitration to be made as thereinafter directed unless mutually agreed upon, should be added to the amount of purchase money specified in section 1 thereof, and should with interest thereon at the rate of six per cent per annum from the time they were incurred until paid be repaid before the final delivery of the deed and posses-

section I thereof and it up to the time of payment of
any of the same the said Edward Davis Heatley should
continue so in possession he should acknowledge to the
said Israel Wood Powell full satisfaction for interest
upon the remaining unpaid portion of said purchase money
up to that date, And it was further agreed that the said
Edward Davis Heatley might acquire from said Government
leases of such other timber lands for supplying said
Mill with timber as he might deem advisable on such
terms as he might elect, and the said Israel Wood Powell
thereby agreed that unless the Hastings Saw Mill should
revert to the said Edward Davis Heatley under the terms
of the said agreement any expenses incurred by the said
Edward Davis Heatley in searching for new timber lands
and generally in the selection surveying and acquisition
of said new timber land and such proportion of the cost
of construction of ~~of~~ any roads upon said land as the
said Edward Davis Heatley might find necessary to con-
struct for obtaining timber as might be equitable due
regard being given to the value that said roads have
contributed by their use to the said Edward Davis Heatley
and their value for the removal of timber then remain-
ing uncut such valuation to be determined by an arbi-
tration to be made as thereinafter directed unless mu-
tually agreed upon, should be added to the amount of pur-
chase money specified in section I thereof, and should
with interest thereon at the rate of six per cent per
annum from the time they were incurred until paid be
repaid before the final delivery of the deed and posses-

sion of the said Hastings Saw Mill property as therein provided, and such new timber land should be conveyed to the said Israel Wood Powell to and with the other property mentioned therein.

"L.C." And that at the time of the final delivery of the deed and possession of the Hastings Saw Mill property the said Israel Wood Powell should purchase from the said Edward Davis Heatley the logging camps and roads which were acquired by the said Edward Davis Heatley since the making of the said agreement of the 22nd of July 1884 (it being then understood however that he was not to pay for roads on leased land, the leases to which were then expired) at a price to be settled by arbitration as thereinafter provided The roads to be valued in the same manner as the roads over the new land.

And that the said Israel Wood Powell might pay the whole of the moneys therein agreed by him to be paid at any time before they became due and payable and upon the payment of the same in full would be entitled to receive the deeds thereinbefore provided for.

AND WHEREAS by deed bearing date the 3rd day of December 1886 the said Israel Wood Powell for the consideration therein mentioned granted and assigned to the said Carl Strouss all his right title and interest in the before in part recited agreement and all the land therein mentioned (save and except the portion thereof then already granted to one Dennis Reginald Harris) and all other the property therein named And all the powers and privileges therein contained.

sion of the said Hastings Saw Mill property as therein provided, and such new timber land should be conveyed to the said Israel Wood Powell to and with the other property mentioned therein.

And that the time or times of delivery of the deed and possession of the Hastings Saw Mill property the said Israel Wood Powell should purchase from the said Edward Davis Heatley the logging camps and roads which were acquired by the said Edward Davis Heatley since the making of the said agreement of the 22nd of July 1884 (it being then understood however that he was not to pay for roads on leased land, the leases to which were then expired) at a price to be settled by arbitration as thereinafter provided The roads to be valued in the same manner as the roads over the new land.

And that the said Israel Wood Powell might pay the whole of the moneys thereby agreed by him to be paid at any time before they became due and payable and upon the payment of the same in full would be entitled to receive the deeds thereinbefore provided for.

AND WHEREAS by deed bearing date the 3rd day of December 1886 the said Israel Wood Powell for the consideration thereinmentioned granted and assigned to the said Carl Strouss all his right title and interest in the before in part recited agreement and all the land therein mentioned (save and except the portion thereof then already granted to one Dennis Reginald Harris)and all other the property therein named And all the powers and privileges therein contained.

AND WHEREAS the said Carl Strouss on or about the

L.C. Twenty third ——— day of December. 1886 ——— paid to the said Edward Davis Heatley the then unpaid part of the said sum of $275,000.00 and all interest then payable thereon from which date until the first day of July last the said Edward Davis Heatley continued in occupation of the said property so agreed to be sold to the said Israel Wood Powell as aforesaid at the rent of $600.00 per

L.C. plus amounts payable for insurances and rents reserved by leases month but has not made any payment on account of such rent

AND WHEREAS the said Edward Davis Heatley did during his occupation of the property so agreed to be sold as aforesaid acquire from the Government of British Columbia leases of certain timber lands and timber licenses for supplying the said mill with timber and has incurred considerable expense in surveying and acquiring such lands and in the construction of roads upon such lands.

AND WHEREAS a Company has been incorporated under the name of "The Hastings Saw Mill Company, Limited" and one of the objects for which the Company was formed was the purchase of inter alia the property hereby assigned or expressed so to be and it has been agreed by and between the said Edward Davis Heatley and the said Carl Strouss with the consent of the said Israel Wood Powell testified by his execution hereof that the said Edward Davis Heatley and Edwin Wotton should transfer to the said Carl Strouss all their and each of their right and title to the leases of timber lands and the timber licenses acquired from the Government of British Columbia

AND WHEREAS the said Carl Strouss on or about the

day of December 1886 paid to the said

Edward Davis Heatley the then unpaid part of the said

sum of $275,000.00 and all interest then payable thereon

from which date until the first day of July last the

said Edward Davis Heatley continued in occupation of the

said property so agreed to be sold to the said Israel

Wood Powell as aforesaid at the rent of $ per

month but has not made any payment on account of such

rent

AND WHEREAS the said Edward Davis Heatley did dur-

ing his occupation of the property so agreed to be sold

as aforesaid acquire from the Government of British Col-

umbia leases of certain timber lands and timber licenses

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AND WHEREAS a Company has been incorporated under

the name of "The Hastings Saw Mill Company, Limited" and

one of the objects for which the Company was formed was

the purchase of inter alia the property hereby assigned

or expressed so to be and it has been agreed by and be-

tween the said Edward Davis Heatley and the said Carl

Strouss with the consent of the said Israel Wood Powell

testified by his execution hereof that the said Edward

Davis Heatley and Edwin Wotton should transfer to the

said Carl Strouss all their and each of their right and

title to the leases of timber lands and the timber li-

censes acquired from the Government of British Columbia

and also the stock or plant of the mill in store and which was not included in the sale of the mill and property to the said Israel Wood Powell, as also the camps, camp furniture animals and all plant in connection with the camps referred to in the books of the said mill as camps A, B, C, and D, on hand on the 30th day of June 1887 and from and after the said 30th day of June 1887 the produce of the aforesaid mill and store should belong to the said Company which shall assume all current expenses from that date.

And that the said Carl Strouss should on payment to him by the said Company of the sum of $85,000.00 (eighty-five thousand dollars) assign and transfer to the said Company the Saw Mill and site of ground on which the mill stands consisting of 8 3/4 (eight and three-fourths) acres more or less or the said Mill site subject to a ~~contract~~ certain agreement bearing date the 18th day of September 1885 and made between the several persons whose names are subscribed to the schedule thereunder written of the first part, the Canadian Pacific Railway Company thereinafter called the said Company of the second part and the Honorable Donald A. Smith and Richard B. Angus thereinafter called the said trustees of the third part and an agreed equivalent to the interest of the said trustees in the ~~mx~~ said mill and land which is referred to in the said agreement as the mill site, together with all the machinery belting appurtenances and plant belonging to the mill in use and out of use the store and its contents the offices manager's house and

and also the stock or plant of the mill in store and which was not included in the sale of the mill and property to the said Israel Wood Powell as also the camps, camp furniture animals and all plant in connection with the camps referred to in the books of the said mill as camps A, B, C, and D, on hand on the 30th day of June 1887 and from and after the said 30th day of June 1887 the produce of the aforesaid mill and store should belong to the said Company which shall assume all current expenses from that date.

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all other houses buildings and wharves and any and all camps camp furniture and plant and animals comprised in camps hereinbefore and hereinafter referred to as camps A,B,C,and D,in and out of use and the acquired leases of timber lands,And that the said Edward Davis Heatley and Edwin Wotton should on payment by the said Company to them of their just and fair value to be arrived at as therein mentioned which has been found to be $9083.95 (nine thousand and eighty-three dollars and ninety-five cents) assign and transfer to the said Company the logs lumber and piles (except the 150,piles which have been used in new piling the wharves of the said mill) on hand both at the mill and logging camps on the 30th of June 1887 and that from and after the 30th of June 1887 the produce of the logging camps should belong to the Company which should assume all current expenses from that date,

And that save as to the matters agreed by and between the said Edward Davis Heatley and Edwin Wotton and Carl Strouss to be done by them respectively as aforesaid the said parties hereto shall execute and deliver to each other mutual releases of all matters in connection with the hereinbefore in part recited deed dated the 29th day of July 1885.

NOW THIS INDENTURE WITNESSETH that in pursuance of such agreement as aforesaid and in consideration of such payment as aforesaid They the said Edward Davis Heatley and Edwin Wotton with the consent of the said Israel Wood Powell testified as aforesaid do~~th~~ hereby

all other houses buildings and wharves and any and all
camps camp furniture and plant and animals comprised in
camps hereinbefore and hereinafter referred to as camps
A, B, C, and D, in and out of use and the acquired leases
of timber lands, And they the said Edward Davis Heatley
and Edwin Wotton should on payment by the said Company
to them of their just and fair value to be arrived at
as therein mentioned which has been found to be $3083.95
(nine thousand and eighty-three dollars and ninety-five
cents) assign and transfer to the said Company the logs
lumber and piles (except the 150 piles which have been
used in new piling the wharves of the said mill) on hand
both at the mill and logging camps on the 30th of June
1887 and that from and after the 30th of June 1887 the
produce of the logging camps should belong to the Com-
pany which should assume all current expenses from that
date,

And that save as to the matters agreed by and be-
tween the said Edward Davis Heatley and Edwin Wotton
and Carl Strouss to be done by them respectively as
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connection with the hereinbefore in part recited deed
dated the 29th day of July 1885.

NOW THIS INDENTURE WITNESSETH that in pursuance of
such agreement as aforesaid and in consideration of
such payment as aforesaid They the said Edward Davis
Heatley and Edwin Wotton with the consent of the said
Israel Wood Powell testified as aforesaid doth hereby

assign and transfer unto the said Carl Strouss all and Singular the Saw Mill situate at Burrard Inlet in the Province of British Columbia known as The Hastings Saw Mill together with all the machinery belting appurtenances and plant belonging to the mill in use and out of use, the store and its contents, the offices, manager's house and all other houses and buildings and wharves forming part of the mill property and the camps referred to in the books of the said mill as camps A, B, C, and D, together with all the camp furniture plant and animals thereat or therein in and out of use, And all other the personal property except logs lumber and piles of or belonging to the said Edward Davis Heatley and Edwin Wotton or either of them at the aforesaid mill premises or camps or in or adjacent to the land demised or agreed to be demised by any or either of the before in part recited deeds or to which any or either of the said deeds extend, And all right title and interest of the said Edward Davis Heatley and Edwin Wotton and each of them therein or thereto together with power for the said Carl Strouss his executors administrators or assigns in the name of the said Edward Davis Heatley and Edwin Wotton or either of them (but nevertheless at their own cost and charges) to demand sue for recover and receive the same,

And each of them the said Edward Davis Heatley and Edwin Wotton doth hereby for himself his heirs executors and administrators covenant with the said Carl Strouss his executors administrators and assigns that they the

assign and transfer unto the said Carl Strouss all and
singular the Saw Mill situate at Burrard Inlet in the
Province of British Columbia known as The Hastings Saw
Mill together with all the machinery belting appurte-
nances and plant belonging to the mill in use and out
of use, the store and its contents, the offices, manager's
houses and all other houses and buildings and wharves
forming part of the mill property and the camps referred
to in the books of the said mill as camps A, B, C, and D,
together with all the camp furniture plant and animals
thereat or therein in and out of use, And all other the
personal property except logs lumber and piles of or
belonging to the said Edward Davis Heatley and Edwin
Wotton or either of them at the aforesaid mill premises
or camps or in or adjacent to the land demised or agreed
to be demised by any or either of the before in part
recited deeds or to which any or either of the said deeds
extend, And all right title and interest of the said
Edward Davis Heatley and Edwin Wotton and each of them
therein or thereto together with power for the said
Carl Strouss his executors administrators or assigns
in the name of the said Edward Davis Heatley and Edwin
Wotton or either of them (but nevertheless at their own
cost and charges) to demand sue for recover and receive
the same,

And each of them the said Edward Davis Heatley and
Edwin Wotton doth hereby for himself his heirs executors
and administrators covenant with the said Carl Strouss
his executors administrators and assigns that they the

said Edward Davis Heatley and Edwin Wotton Now have in themselves good right to assign and transfer the said premises hereby assigned or expressed or intended so to be and every part thereof with their appurtenances unto the said Carl Strouss his executors administrators and assigns in manner aforesaid And that free and clear of and from all charges and incumbrances whatsoever, And Further that each of them the said Edward Davis Heatley and Edwin Wotton his executors and administrators and all and every other person and persons whomsoever having or lawfully or equitably claiming the said premises by from or under or in trust for them the said Edward Davis Heatley and Edwin Wootton or either of them shall and will at all or any time or times hereafter upon every reasonable request and at the cost and charges of the said Carl Strouss his executors administrators or assigns make do and execute or cause or procure to be made done and executed all and every such further and other lawful acts deeds assignments and assurances in the law whatsoever for the further better more properly and absolutely or satisfactorily assuring the same premises and every part thereof with the appurtenances unto the said Carl Strouss his executors administrators or assigns (as by the said Carl Strouss his executors administrators or assigns) or his or their counsel in the law shall be reasonably or lawfully devised advised or required.

R.C.

And each of them the said parties hereto of the first second and third parts doth hereby release and forever discharge the others and other of them and their and his heirs executors and administrators of and from

said Edward Davis Heatley and Edwin Wootton Now have in themselves good right to assign and transfer the said premises hereby assigned or expressed or intended so to be and every part thereof with their appurtenances unto the said Carl Strouss his executors administrators and assigns in manner aforesaid And that free and clear of and from all charges and incumbrances whatsoever, And further that each of them the said Edward Davis Heatley and Edwin Wootton his executors and administrators and all and every other person and persons whomsoever having or lawfully or equitably claiming the said premises by from or under or in trust for them the said Edward Davis Heatley and Edwin Wootton or either of them shall and will at all or any time or times hereafter upon every reasonable request and at the cost and charges of the said Carl Strouss his executors administrators or assigns make do and execute or cause or procure to be made done and executed all and every such further and other lawful acts deeds assignments and assurances in the law whatsoever for the further better more properly and absolutely or satisfactorily assuring the same premises and every part thereof with the appurtenances unto the said Carl Strouss his executors administrators or assigns by the said Carl Strouss his executors administrators or assigns or his or their counsel in the law shall be reasonably or lawfully devised advised or required.

And each of them the said parties hereto of the first second and third parts doth hereby release and forever discharge the others and other of them and their and his heirs executors and administrators of and from

all and all manner of action and actions cause and causes of action suits debts dues sums of moneyclaims and demands whatsoever at law or in equity in connection with

M. W. TYRWHITT DRAKE. ROBERT EDWIN JACKSON. H. DALLAS HELMCKEN.

DRAKE, JACKSON & HELMCKEN,
BARRISTERS AND NOTARIES PUBLIC,
VICTORIA, B. C.

FOR WITNESS.

I HEREBY CERTIFY that Lindley Crease

personally known to me, appeared before me, acknowledged to me that he is the person whose name is subscribed to the annexed Instrument as Witness, and having been duly sworn by me did prove to me that E. D. Heakey. Edwin Wotton by E. D. Heakey his attorney, and Carl Strouss

did execute the same in his presence voluntarily

In testimony whereof I have hereto set my Hand and Seal of Office at Victoria BC. this 26th day of October in the year of Our Lord One Thousand

M. W. TYRWHITT DRAKE. ROBERT EDWIN JACKSON. H. DALLAS HELMCKEN.

DRAKE, JACKSON & HELMCKEN,
BARRISTERS AND NOTARIES PUBLIC,
VICTORIA, B. C.

FOR WITNESS.

I HEREBY CERTIFY that Lindley Crease

personally known to me, appeared before me, acknowledged to me that he is the person whose name is subscribed to the annexed Instrument as Witness, and having been duly sworn by me did prove to me that J. W. Powell

did execute the same in his presence voluntarily

In testimony whereof I have hereto set my Hand and Seal of Office at Victoria BC this 11 day of November in the year of Our Lord One Thousand eight hundred and eighty-seven

NOTE.—When the person making the acknowledgment is not personally known to the Officer taking the same, instead of the words "personally known to me" insert the words "proved by the evidence on oath (or affirmation) of E. F."

A. KNOWLEDGMENT OF EXECUTION OF DEEDS.

—o—

If acknowledged or proved WITHIN THE PROVINCE OF BRITISH COLUMBIA may be made

To the Registrar or Deputy Registrar;

Or to any Stipendiary Magistrate of the Province, or of any Town or District thereof;

Or to any Justice of the Peace for any District in the Province;

Or to any Judge or Registrar of a Court having a Seal;

Or to any Notary Public practicing within the Province;

And if acknowledged or proved WITHOUT THE PROVINCE AND WITHIN THE BRITISH DOMINIONS, may be made

To any Judge of a Court, or Clerk; or Registrar, of any Court having a Seal;

Or to any Notary Public;

Or to any Magistrate of any Town or District within the said Dominions having a Seal of Office.

Or to any person commissioned in that behalf by the Governor;

And if acknowledged or proved WITHOUT THE BRITISH DOMINIONS; may be

To any British Ambassador, Charge de Affaires or Minister, Consul or Consular Agent appointed to reside in the country where such acknowledgment or proof is made;

Or to any Judge of any Court of Record having a Seal;

Or to any Notary Public practising in such country, duly certified to be a Notary Public by some British Ambassador, Charge de Affaires, Minister, Consul, or Consular Agent.

all and all manner of action and actions cause and causes of action suits debts dues sums of money claims and demands whatsoever at law or in equity in connection with

M. W. TYRWHITT DRAKE. ROBERT EDWIN JACKSON. H. DALLAS HELMCKEN.

DRAKE, JACKSON & HELMCKEN,
BARRISTERS AND NOTARIES PUBLIC.
VICTORIA, B. C.

FOR WITNESS.

I HEREBY CERTIFY that Lindley Crease

personally known to me, appeared before me, acknowledged to me that he is the person whose name is subscribed to the annexed Instrument as Witness, and having been duly sworn by me did prove to me that {E. D. Healey. Edwin Wotton by E. D. Healey his attorney, and Carl Strauss

did execute the same in his presence voluntarily

In testimony whereof I have hereto set my Hand and Seal of Office at Victoria BC. this 26th day of October in the year of Our Lord One Thousand eight hundred and eighty-seven.

J. P. Weeks

NOTE.- When the person making the acknowledgment is not personally known to the Officer taking the same, instead of the words "personally known to me" insert the words "proved by the evidence on oath (or affirmation) of E. F."

presence of
Lindley Crease
Victoria BC
11 Aug 87

Carl Strauss

A KNOWLEDGMENT OF EXECUTION OF

A. KNOWLEDGMENT OF EXECUTION OF DEEDS.

—o—

If acknowledged or proved WITHIN THE PROVINCE OF BRITISH COLUMBIA may be made

To the Registrar or Deputy Registrar;

Or to any Stipendiary Magistrate of the Province, or of any Town or District thereof;

Or to any Justice of the Peace for any District in the Province;

Or to any Judge or Registrar of a Court having a Seal;

Or to any Notary Public practicing within the Province;

And if acknowledged or proved WITHOUT THE PROVINCE AND WITHIN THE BRITISH DOMINIONS, may be made

To any Judge of a Court, or Clerk; or Registrar, of any Court having a Seal;

Or to any Notary Public;

Or to any Magistrate of any Town or District within the said Dominions having a Seal of Office.

Or to any person commissioned in that behalf by the Governor;

And if acknowledged or proved WITHOUT THE BRITISH DOMINIONS; may be

To any British Ambassador, Charge de Affaires or Minister, Consul or Consular Agent appointed to reside in the country where such acknowledgment or proof is made;

Or to any Judge of any Court of Record having a Seal;

Or to any Notary Public practising in such country, duly certified to be a Notary Public by some British Ambassador, Charge de Affaires, Minister, Consul, or Consular Agent.

A. KNOWLEDGMENT OF EXECUTION OF DEEDS.

—o—

If acknowledged or proved WITHIN THE PROVINCE OF BRITISH COLUMBIA may be made

To the Registrar or Deputy Registrar;

Or to any Stipendiary Magistrate of the Province, or of any Town or District thereof;

Or to any Justice of the Peace for any District in the Province;

Or to any Judge or Registrar of a Court having a Seal;

Or to any Notary Public practicing within the Province;

And if acknowledged or proved WITHOUT THE PROVINCE AND WITHIN THE BRITISH DOMINIONS, may be made

To any Judge of a Court, or Clerk; or Registrar, of any Court having a Seal;

Or to any Notary Public;

Or to any Magistrate of any Town or District within the said Dominions having a Seal of Office.

Or to any person commissioned in that behalf by the Governor;

And if acknowledged or proved WITHOUT THE BRITISH DOMINIONS; may be

To any British Ambassador, Charge de Affaires or Minister, Consul or Consular Agent appointed to reside in the country where such acknowledgment or proof is made;

Or to any Judge of any Court of Record having a Seal;

Or to any Notary Public practising in such country, duly certified to be a Notary Public by some British Ambassador, Charge de Affaires, Minister, Consul, or Consular Agent.

all and all manner of action and actions cause and causes of action suits debts dues sums of money claims and demands whatsoever at law or in equity in connection with or arising ~~of~~ out of the before in part recited agreement dated the 29th day of July 1885 or the property or matters therein or hereinbefore referred to save and except as to the matters agreed by and between the said parties hereto of the first and second parts to be done by them respectively as aforesaid.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first above written.

ned sealed and delivered by
D. Heatley. Edwin Wotton
E.D. Heatley his attorney. and
rl Strouss

resence of
Kindley Grease
dent at Law
Victoria BC.

Signed sealed and delivered
by J. W. Powell in the
presence of
Kindley Grease
Victoria BC

11 Aug 87

E D Heatley

Edwin Wotton
by E.D. Heatley
his Attorney

J. W. Powell

Carl Strouss

all and all manner of action and actions cause and causes of action suits debts dues sums of moneyclaims and demands whatsoever at law or in equity in connection with or arising ~~of~~ out of the before in part recited agreement dated the 29th day of July 1885 or the property or matters therein or hereinbefore referred to save and except as to the matters agreed by and between the said parties hereto of the first and second parts to be done by them respectively as aforesaid.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by

J. D. Heatley. Patrick Cotton
by J. D. Heatley his attorney and
Carl Strauss

in presence of

Lindsey Grease
Student at Law
Victoria B.C.

Signed sealed and delivered
by J. W. Powell in the
presence of
Lindsey Grease
Victoria B.C.

Lindsey Grease
by J. D. Heatley
his Attorney

J. W. Powell

Carl Strauss

Dated 12 October 1887

Between Edward Hedley
and
Hiram Mc Lean (Dickson Mc Lean & Co.)

To

Capt. Bruce

Assigning and conveying
all the right and interest
of the said Edward Hedley
in the Schooner
"Mary Taylor" of Victoria B.C.

A1

Dated 12 October 1887

Edward Davis Heatley
and
Edwin Wotton
(Dickson De Wolf & Co.)

To

Carl Strouss

Assignment and conveyance of the Hastings Saw Mill property

Fill in amount of rent.

Drake Jackson & Helmcken
Barristers, Victoria B.C.