

XI-403



✓  
INFORMATION FROM R.C.M.P.

Date 22-4-43.

Our File 403

Full Name

MIYAUCHI - Shigeo  
(Surname in Block Letters)

Register No. 00758

✓  
Male - Female  
(check)

Age 25-3-1898

Former address

500 Hastings St. City

Date listed

Naturalized - Canadian-Born - National  
(check) ✓

Present address

Interned - (Mar 24-42)  
RETURNED TO JAPAN  
S.S. MARINE ANGEL  
31st MAY, 1946

✓  
Married Single  
(x)

Name of Wife HORIUCHI - Sadako - dec'd

Name of Husband -

Name other

Tase - 81293

Name of Father

Otokichi - dec'd

Names Children under 16

Matsue (F) 16 (15972)  
Masae (F) 12.

Reque by

army

Registered with Custodian

(Yes or No)

Additional Information

stonkuper

4247

40.10

Int R. 201  
File 403.



## OFFICE OF THE CUSTODIAN—Enemy Section

File No. 403

Name: MIYAUCHI, Shigeo Reg. No.: P/W/A-494

Home Address 710 Alexander St., Vancouver, B. C.

## STATEMENT OF ALL REAL PROPERTY

1. Location and Description 710 Alexander Street, Vancouver, B. C.

Lot 3, Block 44, D.L. 181, Plan 196, District of Vancouver.

Vested Yes

2. Buildings and Other Improvements

Two and one storey frame building with shingle roof.

3. Insurance Michigan Fire and Marine Insurance Company \$2000.00  
(Expires Dec. 5/42.)4. Taxes (amount and where payable) 1941-1942 City of Vancouver \$212.20  
1941-interest 3.22

5. Encumbrances

Mortgage of \$1100.00 held by I. Hamazaki.

6. Occupancy and Leases (if vacant so state)

7. State if any other person has any interest

## STATEMENT OF PERSONAL PROPERTY OWNED

1. Give brief description and state location of Furniture, Fixtures, Equipment and Machinery, Stock in  
Trade and Personal Effects.Stock of Confectionery Store at 500 E. Hastings St., sold for  
\$450.00 on August 27th, 1942.*Chattel as per list of Dec. 30/42 at 604 E. Cordova  
Approx. Valuation by Mr. Wells - \$100.00.*

2. Name and Address of any person having any claim on such Property

3. Insurance Carried on Personal Property

4. Bonds, Debentures, Shares, Stocks or other Securities

5. Bank Accounts and Disposition of same \$10.32 at credit in Internment Camp.

6. Life Insurance *nil*

7. Liabilities other than items 4 and 5 Rent in arrears at 500 E. Hastings \$266.67

W.K. Malkin Co. \$41.37. West Coast Trading Co. \$594.65. B. C. Electric  
\$5.38. R. Tagashira & Co. \$63.42. B. C. Telephone \$9.40. J.J. Gibbons

8. Remarks \$9.24



711 Stock Exchange Bldg.,  
475 Howe Street,  
Vancouver, B.C.  
October 11th, 1946.

Custodian of Enemy Property,  
Royal Bank Building,  
Vancouver, B.C.

TREASURY DEPT. CLAIM \$197<sup>34</sup>

Dear Sir:

Re: MIYAUCHI, Shigeo. No. 00752  
-----

Please note that the above has been  
repatriated to Japan. At the time of repatriation, the  
following transactions took place:

Cash turned in - - - - - \$ 2.66

Draft Issued - - - - - \$ 200.00

It will be seen that this Japanese is  
indebted to the Department on account of repatriation in  
the amount of \$197.34. Therefore should you receive  
further funds on this account such funds should be turned  
into this office. It will be applied first to recoup the  
expenditure made and, second, if there is any surplus such  
surplus will be remitted to Japan for the account of the  
Japanese in question.

Yours truly,

*F. G. Coburn*  
F. G. COBURN,  
Supervising Treasury Officer.

FGC/EJ.



Catalogue No.

File No. 12995.

Name. HAMAGAKI, Ito (Mrs. Teiichi)

Civic Address. 710 Alexander Street, Vancouver.

Legal Description. Lot 3, Block 44, District Lot 181, Group 1,  
District of New Westminster, Plan 196.

Classification.

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P/W A-494

MIYAUCHI, Shigeio

403 Int.

[illegible]



RETURNED TO JAPAN  
S.S. MARINE ANGEL  
31st MAY, 1946

File No. 403

Re: P/W A-494 - MIYAUCHI, Shigeo # 00752

According to information supplied to this Office by the Director,  
Prisoners of War, the above named has been UNCONDITIONALLY  
released from internment at Internment Camp 101, Angler, Ontario.

See - File No. 4A-1 - D.N.D. June 1/46



301 West Hastings Street,  
Vancouver, B. C.,  
December 17, 1942.

The Custodian of Enemy Property,  
912 Royal Bank Building,  
Vancouver, B. C.

Attention Mr. K. W. Wright:

Dear Sirs:

Re- 710 Alexander Street

I have inspected the premises at the above address and am prepared to make an offer to rent same. I am sending this offer direct to your Office as I have been unable to find that it is being handled through any rental agency and it has been suggested that this would be advisable.

In order to comply with the City by-laws, with regard to renting this property for human habitation, it will be necessary to install two baths. Although there are only four suites they are located in such a way that it would be impractical to effect any other arrangement than one between each two suites.

In addition the building will have to be fumigated, the cost of which will be close to \$100.00. The whole building will, of course, have to be decorated and certain repairs effected.

If the above improvements, etc., were effected, it would be possible to bring in a much superior type of tenant for the suites than this district ordinarily warrants. I therefore consider it feasible to spend the money involved in the above arrangement, despite the fact that there are only four suites possible and am prepared to enter into a lease for two years at \$40.00 a month, less \$15.00 monthly allowance to myself towards effecting the above repairs. This allowance, over the two year period of lease, which amounts to \$380.00 will in no way cover the entire cost involved.

I consider the above a very fair offer and can assure you that the enhancement of the building itself will increase its property value considerably, particularly in view of the decided improvement in the type of tenant to whom I can arrange to rent the suites.

As I understand that this property will be rented, I would appreciate your decision with regard to my offer just as soon as possible. Your consideration of this request would be



I, Edgar T. Read, for the Authorized Deputy of the Secretary of State and/or Custodian, of Vancouver, British Columbia, DO CERTIFY that Quon Jame, care of Granville Market, 41st Avenue and Granville Sts. Vancouver aforesaid, has satisfied all moneys due on or to grow due on a certain Conditional Bill of Sale or Agreement made by the Secretary of State of Canada, acting in his capacity as Custodian, and the said Quon Jame, and which bears date the 27th day of August, 1942, and provides for the conditional sale to Quon Jame of:-

1 only Meat Slicer  
1 " Coffee Mill  
1 " Cash Register  
1 " Scale  
3 Glass Display Counters  
2 hole Frigidaire  
1 only Soda Dispenser  
2 service counters.

for the sum of \$450.00 payable as therein set out, and that said Conditional Bill of Sale or agreement has not been assigned and the Custodian is the person to receive the money on behalf of the Secretary of State of Canada, and that the said Conditional Bill of Sale or Agreement is therefore discharged.

WITNESS my hand this third day of November, 1942.

WITNESS:

British Columbia  
County of Vancouver  
To Wit:

AFFIDAVIT OF EXECUTION OF ABOVE DISCHARGE

I, Dorothy Warrick of the City of Vancouver, B. C. stenographer,  
make oath and say:-

1. That I was personally present and did see the above discharge of a Conditional Bill of Sale or Agreement duly signed and executed by Edgar T. Read for the Authorized Deputy of the Secretary of State and/or Custodian.

2. That the said discharge was executed at Vancouver, B. C.

3. That I know the said Edgar T. Read and that he is of the full age of twenty-one years.

4. That I am the subscribing witness to said discharge, and am of the full age of sixteen years.

SWORN before me at Vancouver,  
B. C. This \_\_\_\_ day of \_\_\_\_, 1942. }



AGREEMENT made this Twenty-seventh day of  
August, A.D. 1942,

BETWEEN:

THE SECRETARY OF STATE OF CANADA,  
acting in his capacity as Custodian,

(Hereinafter called the "VENDOR")

OF THE ONE PART:

AND:

QUAN JAME, care of Granville Market,  
41st Avenue and Granville Street,  
in the City of Vancouver, in the  
Province of British Columbia,

(Hereinafter called the "PURCHASER")

OF THE OTHER PART:

WHEREAS SHIGIO MIYAUCHI, Police Registration  
No. 00752, who formerly carried on a Confectionery business  
at 500 East Hastings Street, in the City of Vancouver,  
Province of British Columbia, has been detained under the  
Defence of Canada Regulations;

AND WHEREAS the Vendor, under and by virtue of  
the Consolidated Regulations Respecting Trading with the  
Enemy (1939), is vested with all of the right, title and  
interest of the said Shigio Miyauchi in the goods and  
chattels hereinafter set forth, described and enumerated,  
and hath contracted and agreed with the said Purchaser for  
the absolute sale to him in the sum of Four hundred and  
fifty (\$450.00) Dollars, subject to the terms and conditions  
hereinafter appearing;

NOW THIS INDENTURE WITNESSETH that the parties



hereto for themselves, their executors, administrators and assigns covenant and agree each with the other as follows:-

1. The Purchaser agrees to buy from the Vendor and the Vendor agrees to sell to the Purchaser the said business and stock in trade and the said goods and chattels which latter are more particularly described as follows:-

- 1 only Meat Slicer,
- 1 " Coffee Mill,
- 1 " Cash Register,
- 1 " Scale,
- 3 glass display Counters,
- 2 hole Frigidaire,
- 1 only Soda Dispenser,
- 2 service counters.

2. The Purchaser agrees to pay therefore the sum of For hundred and fifty (\$450.00) Dollars as follows:-

Three hundred (\$300.00) Dollars in cash on the execution of this Agreement (the receipt whereof is hereby acknowledged); the sum of Seventy-five (\$75.00) Dollars on the 15th day of September, A.D. 1942, and the balance or sum of Seventy-five dollars (\$75.00) on the 15th day of October, A.D. 1942. If any instalment is not paid at the time specified the entire amount unpaid shall become due and payable forthwith.

3. Title to the above described business and stock in trade and goods and chattels shall not pass to the Purchaser until the entire purchase price is fully paid.

4. No transfer, renewal, extension or assignment of this contract or any interest therein or loss, injury, confiscation or distribution of the property shall release the Purchaser from his obligation hereunder.

5. The Vendor may insure the property against fire and theft, in order to properly protect the Purchaser, the



Vendor, and the Vendor's assignee, and the Purchaser agrees to pay the premium forthwith upon demand. The proceeds of any insurance, whether paid by reason of loss, injury, confiscation, return premium, or otherwise shall, at the option of the Vendor, be applied towards the replacement of the property or payment of this obligation.

6. Time is of the essence of this contract, and if the Purchaser makes default in complying with any of the terms hereof, or if the property is confiscated or misused, or the Vendor deems the property in danger of misuse or confiscation, the Vendor may, without demand, take immediate possession of the property and any equipment or accessories thereto belonging, and for such purpose the Vendor may enter upon any premises where the property may be, and remove it.

7. The Vendor may resell the property so retaken at public or private sale with or without notice to the Purchaser and with or without having the said property at the place of sale, and upon such terms and in such manner as the Vendor may determine, and to that end may make such repairs as the Vendor deems necessary. The Vendor may bid at any public sale. From the proceeds of any such sale the Vendor may deduct all expenses for retaking, repairing and selling the property, including the costs of the Vendor's solicitor as between solicitor and client, and the balance thereof shall be applied to the amount due. Any surplus shall be paid over to the Purchaser. In case of deficiency the Purchaser shall pay it with interest at ten percent (10%).



IT IS AGREED that the repossession and retention, sale or right thereto shall not affect the Purchaser's liability until full payment has been made in cash, or the Vendor's right to sue the Purchaser at any time for any monies due and payable whether due and payable by reason of failure or default on the part of the Purchaser in fulfilment of any of the terms, conditions, covenants or provisions of this contract. The vendor shall have the right to enforce one or more remedies hereunder successively or concurrently and such action shall not operate to estop or prevent the Vendor from pursuing any further remedy which he may have hereunder.

This Agreement shall apply to and bind the executors, administrators and assigns of the Purchaser and shall enure to the benefit of and be enforceable by the Vendor, his executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Vendor as Custodian has executed these presents by his duly authorized deputy, and IN WITNESS WHEREOF the hand and seal of the Purchaser, all on the day and year first above written.

SIGNED by the said Vendor by  
his authorized deputy, in the  
presence of:-

*Helen Walker*  
1949 Lamon St.,  
Vancouver.

SIGNED by the said Purchaser  
in the presence of:-

*Leo Michael*  
1138 Nelson St.,  
Vancouver, B.C.  
Stenographer

*G. W. McPherson*  
(G. W. McPHERSON)  
Authorized Deputy of the Secretary  
of State and/or Custodian

*Arion James*



-----  
-----  
Vancouver, B. C.

19th August, 1942.

Office of the Custodian,  
501 Royal Bank Building,  
Vancouver, B. C.

Attention Mr. K. W. Wright

Dear Sir:

Re: P/W A.1256 - MIYAUCHI, Shigeo  
Your File #403.

We now enclose additional Sale Agreement in favor of Mr. Quan Jame, covering the sale of the business carried on formerly by the above at 500 East Hastings St., the purchase price of which is \$450.00, payable \$300.00 cash, the balance in two payments of \$75.00 in one and two months respectively.

We have deposited the sum of \$300.00 with your office covering the initial payment. The Sale Agreement enclosed has been signed by Mr. Jame in the presence of his solicitors, and the document has been approved by Messrs. Locke Lane Nicholson and Sheppard. It would appear, however, that the wording in respect of the Vendor should be amended.

We also enclose documents covering transfer of City License and Application for License under the Wartime Prices and Trade Board which it is suggested should be executed also by the Custodian.

We have issued a receipt to Mr. Jame for the money paid by him and have turned over the key of the store to him.

We have advised him that the relative documents will be completed within the next few days.

Yours faithfully,

Encls.



AGREEMENT made this 17<sup>th</sup> day of AUGUST A.D. 1942.

BETWEEN:-

THE SECRETARY OF STATE OF CANADA,  
acting in his capacity as Custodian  
under and by virtue of Order-in-Council  
P.C. 1665, and Amendments thereto.

Hereinafter called the Vendor,

OF THE ONE PART,

AND:-

QUAN JAME, care of Granville Market,  
41st Avenue and Granville Street, in  
the City of Vancouver in the Province  
of British Columbia,

Hereinafter called the Purchaser,

OF THE OTHER PART.

WHEREAS the Vendor under and by virtue of Order-in-Council P.C. 1665 and amendments thereto is possessed of a confectionary business formerly carried on by Shigeio Miyauchi at 500 East Hastings Street and of the goods and chattels formerly owned by the said Shigeio Miyauchi situate in the City of Vancouver in the County of Vancouver and Province of British Columbia; all situate at 500 East Hastings Street aforesaid;

AND WHEREAS the Vendor has agreed to sell to the Purchaser the said confectionary business, the stock in trade thereof and the said goods and chattels;

NOW THIS INDENTURE WITNESSETH that the parties hereto for themselves, their executors, administrators and assigns covenant and agree each with the other as follows:-

1. The Purchaser agrees to buy from the Vendor and the Vendor agrees to sell to the Purchaser the said



business and stock in trade and the said goods and chattels which latter are more particularly described as follows:-

- 1 only Meat Slicer,
- 1 " Coffee Mill,
- 1 " Cash Register,
- 1 " scale,
- 3 glass display Counters,
- 2 hole Frigidaire,
- 1 only Soda Dispenser,
- 2 service counters.

2. The Purchaser agrees to pay therefore the sum of Four Hundred and Fifty Dollars (\$450.00) as follows:-

Three Hundred Dollars (\$300.00) in cash on the execution of this Agreement (the receipt whereof is hereby acknowledged); the sum of Seventy-five Dollars (\$75.00) on the 15<sup>th</sup> day of September A.D. 1942 and the balance or sum of Seventy-five Dollars (\$75.00) on the 15<sup>th</sup> day of October A.D. 1942. If any instalment is not paid at the time specified the entire amount unpaid shall become due and payable forthwith.

3. Title to the above described business and stock in trade and goods and chattels shall not pass to the Purchaser until the entire purchase price is fully paid.

4. No transfer, renewal, extension or assignment of this contract or any interest therein or loss, injury, confiscation or distribution of the property shall release the Purchaser from his obligation hereunder.

5. The Vendor may insure the property against fire and theft, in order to properly protect the Purchaser, the Vendor, and the Vendor's assignee, and the Purchaser agrees to pay the premium forthwith upon demand. The proceeds of any insurance, whether paid by reason of loss, injury, confiscation, return premium, or otherwise shall, at the



option of the Vendor, be applied towards the replacement of the property or payment of this obligation.

6. Time is of the essence of this contract, and if the Purchaser makes default in complying with any of the terms hereof, or if the property is confiscated or misused, or the Vendor deems the property in danger of misuse or confiscation, the Vendor may, without demand, take immediate possession of the property and any equipment, or accessories thereto belonging, and for such purpose the Vendor may enter upon any premises where the property may be, and remove it.

7. The Vendor may resell the property so retaken at public or private sale with or without notice to the Purchaser and with or without having the said property at the place of sale, and upon such terms and in such manner as the Vendor may determine, and to that end may make such repairs as the Vendor deems necessary. The Vendor may bid at any public sale. From the proceeds of any such sale the Vendor may deduct all expenses for retaking, repairing and selling the property, including the costs of the Vendor's solicitor as between solicitor and client, and the balance thereof shall be applied to the amount due. Any surplus shall be paid over to the Purchaser. In case of deficiency the Purchaser shall pay it with interest at 10 per cent.

IT IS AGREED that the repossession and retention, sale or right thereto shall not affect the Purchaser's



liability until full payment has been made in cash, or the Vendor's right to sue the Purchaser at any time for any moneys due and payable whether due and payable by reason of failure or default on the part of the Purchaser in fulfillment of any of the terms, conditions, covenants or provisions of this contract. The Vendor shall have the right to enforce one or more remedies hereunder successively or concurrently and such action shall not operate to estop or prevent the Vendor from pursuing any further remedy which he may have hereunder.

This agreement shall apply to and bind the executors, administrators and assigns of the Purchaser and shall enure to the benefit of and be enforceable by the Vendor, his executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Vendor as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Purchaser, all on the day and year first above written.

SIGNED by the said Vendor by his )  
authorized deputy, in the )  
presence of:- )

SIGNED by the said Purchaser )  
in the presence of:- )

*Arthur B. Meek* )  
403 Dawson Bldg )  
Vancouver B.C. )  
Subscribed for Purchaser )

*Quinn Fine*



# J. J. GIBBONS LIMITED

## Advertising

Province Bldg., Vancouver, B.C., 30th June 19 42.

200 Bay Street - Toronto  
Dominion Square Bldg.  
Montreal

Scott Block - - - Winnipeg  
Leader Bldg. - - Regina, Sask.  
Lancaster Bldg. - Calgary, Alta.

Province Bldg., - Vancouver, B.C.  
Edmonton

Frederick Field & Company, Limited,

675 West Hastings St., Vancouver, B.C.

### NEWSPAPER AND MAGAZINE STATEMENT

| AD No. | PUBLICATION                                | SPACE  | ISSUES                           | TOTAL SPACE | RATE | AMOUNT |
|--------|--------------------------------------------|--------|----------------------------------|-------------|------|--------|
|        | RE: GROCERY AND<br>CONFECTIONERY BUSINESS: |        |                                  |             |      |        |
|        |                                            |        | - 500 E Hastings - Hugo Mijacchi |             |      |        |
|        | Vancouver Province                         | 34 li. | June 13                          | 34 li.      | .18  | \$6.12 |
|        | Vancouver News-Herald                      | 26 li. | June 15                          | 26 li.      | .02  | 3.12   |
|        |                                            |        |                                  |             |      | \$9.24 |



Petawawa Internment Camp  
Petawawa, Ontario,  
May 15th 1942.

Statement of Assets & Liabilities furnished by:-

P/W P- 1256 Shigeo Miyachi

A BANK ACCOUNTS: 1. Name of Bank ..... Nil  
2. Branch ..... Nil  
3. Cash Balance ..... Nil  
B SECURITIES: 1. Description and Quantity ..... Nil  
.....  
2. Where Deposited ..... Nil  
C REAL ESTATE: 1. Description HOUSE & LAND .....  
STORE .....  
2. Location 710 ALEXANDER ST. VANCOUVER, B.C. .....  
500 HASTINGS ST. .....  
3. Municipality ..... Nil  
D INSURANCE: 1. Name of Company ..... Nil  
2. Number of Policies ..... Nil  
3. Amount of Each ..... Nil  
E CLAIMS: 1. Nature ..... Nil  
2. Amount ..... Nil  
3. Name and address of debtor ..... Nil  
F DEBTS: 1. Nature ..... Nil  
2. Amount ..... Nil  
3. Name and address of creditor ..... Nil  
.....  
.....  
Witness ..... Signature Shigeo Miyachi

If you have appointed a relative or a friend to look after your interests, kindly furnish his name and address.

NAME .....

ADDRESS .....



**Dominion of Canada**Province of **BRITISH COLUMBIA**

To Wit:

**In the Matter of** THE REGULATIONS  
RESPECTING TRADING WITH THE ENEMY AND  
IN THE MATTER OF S. MIYAUCHI TRADING  
UNDER THE NAME OF FERRERA GROCERY.

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

**RECEIVED**  
MAY 11 1942

**I, PETER TATROFF,**of **Vancouver**in the Province of **British Columbia**, Apartment House

~~As Solemnly Declaring~~ Owner, have knowledge of all the circumstances connected with the debt hereinafter referred to and do SOLEMNLY DECLARE AND SAY:-

1. THAT I am the owner of the Ferrera Apartments located at 504 Hastings Street East in the City of Vancouver in the Province of British Columbia.
2. THAT S. Miyauchi trading under the name of Ferrera Grocery occupied the premises known as 500 Hastings Street East, Vancouver, British Columbia as tenant.
3. THAT the said S. Miyauchi carrying on business as Ferrera Grocery is justly and truly indebted to me for rent as occupant of the premises known as 500 Hastings Street East in the said City of Vancouver in the sum of \$160.00 being rent for four months being the period from January 28th 1942 to May 28th 1942.

And I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at **Vancouver**in the Province of **British Columbia**this **9th**

day of

**May****A.D. 1942.**

*Peter Tatroff*



Division File No 42E-269-177

Royal Canadian Mounted Police,

| Division | Sub-Division       | Detachment           |
|----------|--------------------|----------------------|
| "E"      | Vancouver C. T. B. | Intelligence Section |

File Reference:  
SECRET

Re: Shigeio MIYAUCHI,  
710 Alexander St.,  
Vancouver, B. C.

1. Acting on instructions from Sgt. J. K. Barnes, N. C. O. i/c Intelligence Section, the above captionally-noted subject was taken into custody under authority of the Defence of Canada regulations on the 16th instant and held at the R. C. M. Police guard room until arrangements were made for a military detail at the Immigration Sheds.
2. On the 19th instant the prisoner was turned over to the military authorities at the Immigration sheds and receipt obtained for his living body and effects. Receipt is held on file at this point.
3. MIYAUCHI is a widower and the sole support of his mother, aged 67 years, and his two children aged 11 and 14 years.
4. This subject stated his assets consist of his home at 710 Alexander St., valued at \$3000.00, also his store at 500 E. Hastings St., valued at \$1500-1600.00. He declared himself to be almost clear of debt, with the exception of a mortgage held on the house for \$1100.00 held by T. HAMAZAKI.
5. Certificate of Parole #151181 is attached hereto for cancellation.

(SGD) Const.  
(J. E. Mead) Reg. No. 13035



Int. 403  
File No. 12995

NATURE OF ENCUMBRANCE Mortgage ..... or .....  
(registered) ..... (unregistered) .....

Name of Owner of Property MIYAUCHI, Shigeo ..... Reg. No. Internee .....

Address ..... 442 East Hastings St. Vancouver, B.C. ....

Occupation ..... Age .....

Registered Owner of Property Shigeo MIYAUCHI ..... C.T.No. 76290K .....

Property:

Property Address ..... Mun. Vancouver, B.C. ....

Legal Description Lot 3 Block 44 S.D. D.L. 181-196, Group 1, N.W.D. ....

..... L.R.O. 85414H .....

Nature of interest Owner .....

Particulars of Encumbrance:

Date ... 1st December 1930 .....

Parties to document:

Name Shigeo MIYAUCHI ..... "Mortgagor" .....

Address ..... 442 E. Hastings Street, Vancouver, B.C. ....

Name Ito HAMAGAKI ..... "Mortgagee" .....

Address ..... 2112 Pandora Street, Vancouver, B.C. ....

Principal Amount ..... \$2000.00 .....

Terms of Payment to be paid in 56 instalments of \$35.00 each and a final  
instalments of \$40.00 to be paid monthly on the 1st day of each month  
Rate of Interest 7% .....

Arrears, if any: Principal ..... \$1195.00 ..... Interest \$131.32 to Ap. 30/43 .....

Balance owing as at this date Total \$1326.32 .....

Standing of Taxes: Arrears ..... \$106.52 ..... Current 1942 \$104.16 .....

Insurance: Total \$210.68

(1) Agent *As. Matthews & Co.* ..... Company *Michigan Fire* .....  
Policy No. *601260.5* ..... Amt. *\$2,000.00* ..... Prem *\$16.00* ..... Exp. Date *29 Dec/45* .....

(2) Agent ..... Company .....  
Policy No. .... Amt ..... Prem ..... Exp. Date .....

Nature, particulars and whereabouts of unregistered documents, if any: .....

.....

.....

Dated at *Vancouver* this *7th* ..... day of *May*, A.D. 1942 .....

CERTIFIED CORRECT:

*Ito Hamagaki*  
(Signature)



# This Indenture

Made (in duplicate) this First day of December in the year of our Lord one thousand nine hundred and thirty

## In Pursuance of the "Short Form of Mortgages Act"

### Between

SHIGEO MIYAUCHI, of 442 Hastings Street, East,  
of the City of Vancouver, in the Province of  
British Columbia;

Insert full Name,  
Street Address and  
Occupation of each  
Party.

(hereinafter called the Mortgagor)

of the FIRST PART

AND

ITO HAMAGAKI (Wife of Teiichi Hamagaki) of  
2112 Pandora Street, in the City of Vancouver  
in the Province of British Columbia;

(hereinafter called the Mortgagee)

of the SECOND PART

WITNESSETH that in consideration of the sum of ----Two Thousand---(\$2000.00)---

-----XX/100-Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged) the said Mortgagor DOTH GRANT and Mortgage unto the said Mortgagee, his heirs and assigns FOR EVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver,

Province of British Columbia, more particularly known and described as

Lot Number Three (No.3) in Block Forty-four (No.44), in Subdivision of District Lot (D/L 181-196), Group One (1), according to the Registered Map or Plan in the Land Registry Office, in the City of Vancouver, in the Province of British Columbia, aforesaid, and numbered \_\_\_\_\_



TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging or with the same or any part thereof held or enjoyed or appurtenant thereto and all the estate, right, title, interest, property, claim and demand of him, the said Mortgagor in, to or upon the said premises,

PROVIDED this mortgage to be void on payment of ---Two Thousand---(\$2000.00)-----  
-----XX/100----- Dollars of lawful money of Canada, with interest at seven (7) per cent. per annum, both before and after maturity, as follows: The said principal sum of \$ 2000.00 is to be paid in fifty-six instalments of thirty-five dollars (\$35.00) each and a final instalment of forty dollars (\$40.00) to be paid monthly on the 1st day of each and every month until paid, together with interest on the unpaid balance at the rate aforesaid to be payable monthly with the instalments of principal, the first of said instalments with interest as aforesaid, to be payable on the 1st of January, 1931

~~Interest for the same at the rate aforesaid, payable by equal instalments of \$~~  
~~on the~~ ~~1st day of~~

~~in each and every year~~

~~until the principal is paid, without any deduction whatsoever, the first payment of interest to be due~~  
~~and payable on the~~ ~~1st day of~~ ~~the~~

AND TAXES and performance of Statute Labor.

AND the said Mortgagor COVENANTS with the said Mortgagee that he will pay any Tax which may hereafter be levied on the Mortgagee in respect of the Mortgage money and interest.

THE said Mortgagor COVENANTS with the said Mortgagee THAT the Mortgagor will pay the Mortgage money and interest and observe the above proviso.

THAT the said Mortgagor has a good title in fee simple to the said lands.

AND THAT he has the right to convey the said lands to the said Mortgagee.

PROVIDED ALWAYS and it is hereby expressly declared and agreed that the Mortgagor paying the interest punctually at the times hereinbefore appointed and observing and performing all the covenants and agreements on his part hereinbefore contained shall be at liberty after the expiry ~~of one year from the date hereof and prior to the maturity of this~~ mortgage, to repay the whole of the principal sum hereby secured, upon payment of interest down to the date of such payment, and upon paying a further sum equal to three months' interest at the rate aforesaid as a bonus for the privilege of making such payment.



AND THAT on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

AND THAT the said Mortgagor will execute such further assurances of the said lands as may be requisite.

AND THAT the said Mortgagor has done no act to incumber the said lands.

AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value.

AND the said Mortgagor doth **RELEASE** to the said Mortgagee **ALL** his **CLAIMS** upon the said lands, subject to the said Proviso.

**PROVIDED**, that the said Mortgagee on default of payment for Two (60 dats) month may on

notice enter on and lease or sell the said lands, **PROVIDED** that the said Mortgagee may distrain for arrears of interest **PROVIDED** that in default of the payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

**PROVIDED ALSO**, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

**PROVIDED** that until default of payment the Mortgagor shall have quiet possession of the said lands.

**PROVIDED ALSO** that any notice or notices to be given under the provisions of this Mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied, or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published or circulating in the of

and such notice or notices shall be sufficient, though not addressed to any person by name, and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine or the body politic or corporate; also the respective heirs, assigns

HE ATTACHED MORTGAGE IS A TRUE COPY OF THE ONE BETWEEN SHIGEO MIYAUCHI AND  
TO HAMAGAKI DATED DECEMBER 1st, 1930.

*Shigao Miyuchi*

AY 3, 1943.

Signature of Witness "I. Hamagaki"

Street Address 261 Powell Street

City or Town Vancouver, B.C.

Occupation

"S. Miyauchi"



# AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA

TO WIT:

I,

of

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by

the part thereof, 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

19

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

## Mortgage

### SHORT FORM

THE WILSON STATIONERY CO. LTD., VANCOUVER, B. C.

\$2000.00

Lot 3

Block 44

D/L 181-196.

ITO HAMAGAKI

-TO-

SHIGEO MIYAUCHI

Dated December 1st, 1930

### FOR MAKER

I HEREBY CERTIFY that, on the

day of

19

in the Province of British Columbia, (whose identity has been proved by the evidence on

), who is personally known to me, appeared

the person mentioned in the annexed instrument as

subscribed thereto as part, that know the

executed the same voluntarily, and of the full age of twenty-one

years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

at

British Columbia, this

day of

in the year of our Lord one thousand nine hundred and

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

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

COPY



## OFFICE OF THE CUSTODIAN—Enemy Section

File No. 403

Name MIYAUCHI, Shigeo

Reg. No. 00752

P/W/ A-494

Home Address 500 Hastings Street E., Vancouver, B.C.

## SUMMARY OF REAL PROPERTY OR INTEREST THEREIN:

## (1) Nature of Interest:

(a) Owner Yes

(b) Part owner or holder of right to purchase

(2) Cert. of Title No. 76290 In the name of Shigeo Miyauchi

(3) Cert. of Encumbrance Shigeo Miyauchi

(4) Property Address 710 Alexander Street Mun. Vancouver, B.C.

(5) Legal Description City of Vancouver, Lot 3, Block 44, District Lot 181,

Group 1, New Westminster District, Plan 196.

L.R.O. Vancouver, B.C.

(6) Vested in the Custodian 34296

(7) Type of Property two storey dwelling used as a rooming house

(8) ASSESSED VALUE: LAND \$ 650.00 IMPROVEMENTS \$ 2500.00

(9) Appraised Value: Land \$ Land &amp; Improvements \$ 1400.00

Appraised by Pemberton Realty Corporation Date Aug. 18, 1943

(10) Taxes: Current \$ 99.75 1945 paid Arrears \$ nil

(11) Encumbrances 85414 H. 9/12/30. 11.29. Ito Hamagaki - Mortgage for 2000.00 payable \$35.00 monthly, Int. 7% - Vested 39668 - Mortgage discharged on 12th April, 1945.

(12) Leased to various tenants at gross monthly rental of Amount \$ 76.00

## (13) Particulars of Liquidation:

(a) Advertised for Sale Aug. 12, 1943, January 22, 1944 and February 17, 1945 - no bids were received.

(b) Tenders Received \$1750.00, Roy Samuel Hawbolt, through McCarron &amp; Hawbolt

(c) Sold to Royal Samuel Hawbolt

Date 12th April, 1945

(d) Amount Realized: \$ 1750.00

ED this 22nd day of August, A.D. 1945

ED BY D. Graham



MEMORANDUM RE SALE OF CHATTELS

FILE NO: 403  
NAME: Shigeo MIYAUCHI  
SOLD AT AUCTION: at 992 Powell St., Vancouver on February 28, 1945  
AMOUNT REALIZED: \$2.66

|                        |                 |            |
|------------------------|-----------------|------------|
| LIST OF CHATTELS SOLD: | Box of sundries | 1.00       |
|                        | Kitchenware     | .70        |
|                        | Box of dishes   | 2.00       |
|                        | Stool and box   | <u>.45</u> |
|                        |                 | 4.15       |

|                   |             |             |
|-------------------|-------------|-------------|
| Auctioneer's Fee: | 0.42        |             |
| Advertising       | 0.24        |             |
| Moving            | <u>0.83</u> | <u>1.49</u> |

\$2.66



## OFFICE OF THE CUSTODIAN—Enemy Section

File No. 403

Name: MIYAUCHI, Shigeo Reg. No.: P/W/A-494

Home Address 710 Alexander St., Vancouver, B. C.

## STATEMENT OF ALL REAL PROPERTY

1. Location and Description 710 Alexander Street, Vancouver, B. C.

Lot 3, Block 44, D.L. 181, Plan 196, District of Vancouver.

*Property advertised Aug 12-Sept 1, 1943. No bids. No valuation.*

Vested Yes

2. Buildings and Other Improvements

Two and one storey frame building with shingle roof.

3. Insurance Michigan Fire and Marine Insurance Company \$2000.00  
(Expires Dec. 5/42.)4. Taxes (amount and where payable) 1941-1942 City of Vancouver \$212.20  
1941-Interest 3.22

5. Encumbrances

Mortgage of \$1100.00 held by I. Hamazaki.

6. Occupancy and Leases (if vacant so state)

7. State if any other person has any interest

## STATEMENT OF PERSONAL PROPERTY OWNED

1. Give brief description and state location of Furniture, Fixtures, Equipment and Machinery, Stock in Trade and Personal Effects

Stock of Confectionery Store at 500 E. Hastings St., sold for \$450.00 on August 27th, 1942.

*Chattels as per Asset List dated Dec. 30/42. at 604 E. Cordova.  
Approx valuation by Mr. Wells - \$100.00*

2. Name and Address of any person having any claim on such Property

3. Insurance Carried on Personal Property

4. Bonds, Debentures, Shares, Stocks or other Securities

5. Bank Accounts and Disposition of same \$10.32 at credit in Internment Camp.

6. Life Insurance *nil*

7. Liabilities other than items 4 and 5 Rent in arrears at 500 E. Hastings \$266.67

W.K. Malkin Co. \$41.37. West Coast Trading Co. \$594.65. B. C. Electric \$5.38. R. Tagashira &amp; Co. \$63.42. B. C. Telephone \$9.40. J.J. Gibbons \$9.24

8. Remarks

*Distribution to creditors  
Accounts paid 41.57/0  
basis*



403-A Internee ✓  
12995 Evacuee

509 Royal Bank Building,  
Vancouver, B. C.,  
June 22nd 1945.

Mrs. Ito HAMAGAKI,  
Registration No. 07111,  
Tashme, B. C.

Dear Madam:

Re: Lot 3, Block 44, D.L. 181, Plan 196  
N. W. D., known as 710 Alexander St.

We are in receipt of your letter of the 18th instant and note contents.

In reply we wish to state that after considerable difficulty we obtained a buyer who paid a total purchase price of \$1,750.00 for this property and after deducting outstanding taxes and other expenses in connection with the completion of the sale there were not sufficient funds to liquidate the entire amount owing for principal and interest under the Mortgage as at the date of sale, viz. April 20, 1945.

It was necessary, therefore, to accept for your account the sum of \$1,132.87 in consideration of giving a Discharge of the Mortgage. This amount, plus receipt of the net rentals amounting to \$138.92, accounts for the sum of \$1,271.79 mentioned in our letter.

We trust this is the information you require.

Yours truly,

K. W. WRIGHT  
COUNSEL TO THE CUSTODIAN

WJJ/HMS



NAME MIYAUCHI, Shigeo

REGISTRATION NO. 00750  
P/W A-1256

FILE NO. Int. 402

The following chattels were sold by public  
auction at Vancouver, B. C. 771 E. Hastings on April 12th, 1946.

Books  
Fish gut

\$ .25  
.35

Total

Less Expenses: { Auctioneer's fee \$ .07  
                  { Advertising .02  
                  { Moving .06

\$ .60

\$ .17

Net Proceeds Credited:

\$ .43

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering List No.

Vancouver 60

Remarks.



Form CT-JAP-2  
RM-RC 7978

Nº 537

Issued at **Vancouver, B.C.**

Date **May 21st, 1948**

**DOMINION OF CANADA**  
**DEPARTMENT OF FINANCE**

9403/00752

The Government of Canada acknowledges that **MIYAUCHI, Shigeo**  
has surrendered property situated in Canada as described herein and agrees to remit the yen equivalent of the net proceeds  
of such property immediately, or upon liquidation if such action is required, to Japan under arrangements made with,  
and approved by, the United States Government and the Military Authorities in Japan; Provided that from the proceeds  
of such property there shall be retained such amounts as are required to repay advances made by the Government of Ca-  
nada by way of Repatriation Grant.

**Custodian Free Balance**

**\$ 2.66**

**NOT NEGOTIABLE**

*[Signature]*  
for Comptroller of the Treasury



711 Stock Exchange Bldg.,  
475 Howe Street,  
Vancouver, B.C.,  
March 5th, 1947.

Custodian of Enemy Property,  
Royal Bank Building,  
Vancouver, B.C.

TREASURY DEPT. CLAIM \$ *196.91*

Dear Sir:

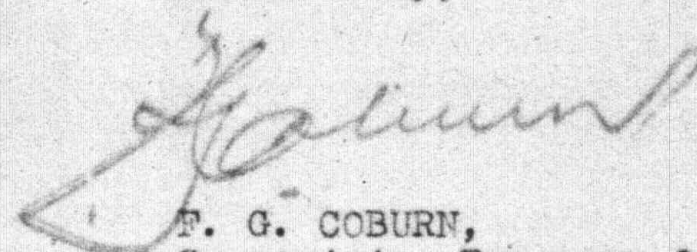
*25403*

Re: MIYAUCHI, Shigero #00752  
-----

This will acknowledge the sum of \$ .43  
received from you on account of the above mentioned which  
has been accounted for by this office in the proper manner.

There has been no No.2 Receipt issued in  
this instance.

Yours truly,



F. G. COBURN,  
Supervising Treasury Officer.

FGC/EJ.



113523  
KNOW ALL MEN BY THESE PRESENTS

That the Secretary of State of Canada acting in his capacity as Custodian under and by virtue of the Revised Regulations Respecting Trading with the Enemy (1943)

DOES HEREBY CERTIFY

That SHIGEO MIYAUCHI, formerly of 710 Alexander Street, in the City of Vancouver, in the Province of British Columbia, now a Prisoner of War at Angler, in the Province of Ontario, has satisfied all money due or to grow due under a certain Indenture of Mortgage made by the said SHIGEO MIYAUCHI as Mortgagor to ITO HAMAGAKI as Mortgagee, for the sum of Two Thousand (\$2000.00) Dollars, which said Mortgage bears date the 1st day of December, 1930, and was registered in the Land Registry Office in the City of Vancouver, in the Province of British Columbia on the 9th day of December, 1930, under number 85414 H.

The following is the description of the lands and premises released and discharged hereunder;

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, and more particularly known and described as Lot Three (3), Block Forty-four (44), District Lot One Hundred and Eighty-one (181), Group One (1), New Westminster District, Plan One Hundred and Ninety-six (196).

The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) FURTHER CERTIFIES that the said Mortgage has not been further assigned; that he is entitled to receive the money; and that said Mortgage is therefore discharged.

IN WITNESS WHEREOF the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) has executed these presents by his Assistant Deputy on the 12th day of *April*, A.D., 1945.

SIGNED, SEALED AND DELIVERED )  
IN THE PRESENCE OF

*J. Carroll*

*A. H. Mathieu*  
Assistant Deputy Custodian



FOR MAKER

I HEREBY CERTIFY that on the 1st day of April A.D., 1945 at the City of Ottawa, in the Province of Ontario, Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) the Maker thereof, and whose name is subscribed thereto as a party and that he knows the contents whereof, and that he executed the same voluntarily and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Ottawa, in the Province of Ontario, this 1st day of April in the year of our Lord one thousand nine hundred and forty-five.

G. G. Beckett

A Notary Public in and for the Province of Ontario.



122969K

# This Indenture

Made the 12th day of April in the year of our Lord one thousand nine hundred and forty-five.

In Pursuance of the "Short form of Deeds Act"

Between

THE HONOURABLE THE SECRETARY OF STATE OF CANADA  
Acting in his capacity as Custodian under the Revised Regulations  
Respecting Trading with the Enemy (1943)

(hereinafter called the "Grantor")

AND

ROY SAMUEL HANBOLT, Agent,  
of the City of Vancouver, in the  
Province of British Columbia.

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of One Thousand Seven Hundred and Fifty  
(\$1750)

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, DOTH GRANT unto the said Grantee, his heirs and assigns FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, and known and described as Lot Three (3), Block Forty-four (44), District Lot One Hundred and Eighty-one (181), Group One (1), New Westminster District, Plan One Hundred and Ninety-six (196).



WHEREVER the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading With the Enemy (1943) has executed these presents by his <sup>Assistant</sup> Deputy on the day and year as above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Signature  
of Witness

Street Address

City or Town

Occupation of Witness

Assistant Deputy Custodian.

#### FOR MAKER

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 194\_\_\_\_, at the City of Ottawa, in the Province of Ontario, Ephraim Herbert Coleman, deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With the Enemy (1943) who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With the Enemy (1943), the Maker thereof, and whose name is subscribed thereto as a party and that he knows the contents thereof, and that he executed the same voluntarily and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Ottawa, in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord One Thousand Nine Hundred and Forty-

A Notary Public in and for the Province of Ontario.

#### FOR WITNESS

PROVINCE OF ONTARIO }  
TO WIT:

I, Florence Carroll of the City of Ottawa, in the Province of Ontario, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by A. H. Mathieu the part thereto, for the purposes named therein.
2. The said instrument was executed at Ottawa
3. I know the said party, and that he is 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 Ottawa  
in the Province of Ontario, this 13th  
day of April 1940

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



53777  
CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

ADDRESS ALL  
COMMUNICATIONS  
TO THE  
CUSTODIAN'S OFFICE

PLEASE REFER  
TO

FILE 403  
Legal Section

TO THE REGISTRAR

LAND REGISTRY OFFICE, VANCOUVER

WHEREAS under and by virtue of Order in Council P.C. 1665 of 1942, as amended, and of the applicable provisions of the Revised Regulations Respecting Trading with the Enemy (1943), the property of ITO HAMAGAKI has become vested in and subject to the control of the Secretary of State of Canada acting in his capacity as Custodian;

AND WHEREAS the said ITO HAMAGAKI is the registered owner of a Mortgage made between SHIGEO MIYAUCHI as Mortgagor to ITO HAMAGAKI as Mortgagee on the lands and premises hereinafter described, namely:  
All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia and more particularly known and described as Lot Three (3), Block Forty-four (44), District Lot One Hundred and Eighty-one (181), Group One (1), New Westminster District, Plan One Hundred and Ninety-six (196);

AND WHEREAS under and by virtue of the said Order in Council and Regulations, a certificate, dated the 3rd day of April, 1945, stating that the interest of the said ITO HAMAGAKI in the said Mortgage is vested in the Custodian was registered in the Land Registry Office at Vancouver, in the Province of British Columbia, on the 5th day of April, 1945, as Number 39668;

NOW THEREFORE the Secretary of State of Canada acting in his capacity as Custodian under and by virtue of the Order in Council aforesaid and the Revised Regulations Respecting Trading with the Enemy (1943) by his duly authorized and lawful Assistant Deputy hereby requests that the title of the said Mortgage be transferred into the name of 'The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)'.

DATED AT OTTAWA, ONTARIO, this 12th day of June, A.D., 1945.

*W. M. Mathews*  
Assistant Deputy Custodian



NAME MYAUCHI, Shigao

REGISTRATION NO. 00732  
P/W/L-494

FILE NO. Int. 401

The following chattels were sold by public  
auction at 992 Powell St., Vancouver, B. C. on February 28, 1945.

|                   |         |
|-------------------|---------|
| ✓ Box of sundries | \$ 1.00 |
| ✓ Kitchenware     | 0.70    |
| ✓ Box of dishes   | 2.00    |
| ✓ Stool and box   | 0.45    |

|                        |        |         |
|------------------------|--------|---------|
| Total                  |        | \$ 4.15 |
| Less Expenses:         |        | \$ 1.49 |
| (Auctioneer's Fee:     | \$0.42 |         |
| (Advertising:          | 0.24   |         |
| (Movings:              | 0.83   |         |
| Net Proceeds Credited: |        | \$ 2.66 |

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 41

Remarks.



KNOW ALL MEN BY THESE PRESENTS

That the Secretary of State of Canada acting in his capacity as Custodian under and by virtue of the Revised Regulations Respecting Trading with the Enemy (1943)

DOES HEREBY CERTIFY

That SHIGEO MIYAUCHI, formerly of 710 Alexander Street, in the City of Vancouver, in the Province of British Columbia, now a Prisoner of War at Angler, in the Province of Ontario, has satisfied all money due or to grow due under a certain Indenture of Mortgage made by the said SHIGEO MIYAUCHI as Mortgagor to ITO HAMAGAKI as Mortgagee, for the sum of Two Thousand (\$2000.00) Dollars, which said Mortgage bears date the 1st day of December, 1930, and was registered in the Land Registry Office in the City of Vancouver, in the Province of British Columbia on the 9th day of December, 1930, under number 85414 H.

The following is the description of the lands and premises released and discharged hereunder;

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, and more particularly known and described as Lot Three (3), Block Forty-four (44), District Lot One Hundred and Eighty-one (181), Group One (1), New Westminster District, Plan One Hundred and Ninety-six (196).

The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)

FURTHER CERTIFIES that the said Mortgage has not been further assigned; that he is entitled to receive the money; and that said Mortgage is therefore discharged.

IN WITNESS WHEREOF the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) has executed these presents by his Assistant Deputy on the

day of , A.D., 1945.

SIGNED, SEALED AND DELIVERED )

IN THE PRESENCE OF )

Assistant Deputy Custodian



FOR MAKER

I HEREBY CERTIFY that on the                      day of                      A.D., 1945 at the City of Ottawa, in the Province of Ontario, Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) the Maker thereof, and whose name is subscribed thereto as a party and that he knows the contents whereof, and that he executed the same voluntarily and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Ottawa, in the Province of Ontario, this                      day of                      in the year of our Lord one thousand nine hundred and forty-five.

---

A Notary Public in and for the Province of Ontario.



403

Legal Section

TO THE REGISTRAR

LAND REGISTRY OFFICE, VANCOUVER

WHEREAS under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) the property of SHIGEO MIYAUCHI has become vested in and made subject to the control of the Secretary of State of Canada acting in his capacity as Custodian.

AND WHEREAS under or by virtue of the said Regulations a certificate, dated the 5th day of June, 1942, stating that the interest of the said SHIGEO MIYAUCHI in City of Vancouver, Lot Three (3), Block Forty-four (44), District Lot One Hundred and Eighty-one (181), Group One (1), New Westminster District, Plan One Hundred and Ninety-six (196) is vested in the Custodian, was registered in the Land Registry Office at the City of Vancouver, in the Province of British Columbia, on the 6th day of June, 1942, under No. 34296.

NOW THEREFORE, the Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) by his duly authorized and lawful Assistant Deputy, hereby requests that the title of the said land or interest therein be transferred into the name of "The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)"

DATED at OTTAWA, this                      day of                      , A.D., 1945.

Assistant Deputy Custodian



403

Legal Section

TO THE REGISTRAR

LAND REGISTRY OFFICE, VANCOUVER

WHEREAS under and by virtue of Order in Council P.C. 1665 of 1942, as amended, and of the applicable provisions of the Revised Regulations Respecting Trading with the Enemy (1943), the property of ITO HAMAGAKI has become vested in and subject to the control of the Secretary of State of Canada acting in his capacity as Custodian;

AND WHEREAS the said ITO HAMAGAKI is the registered owner of a Mortgage made between SHIGEO MIYAUCHI as Mortgagor to ITO HAMAGAKI as Mortgagee on the lands and premises hereinafter described, namely:  
All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia and more particularly known and described as Lot Three (3), Block Forty-four (44), District Lot One Hundred and Eighty-one (181), Group One (1), New Westminster District, Plan One Hundred and Ninety-six (196);

AND WHEREAS under and by virtue of the said Order in Council and Regulations, a certificate, dated the 3rd day of April, 1945, stating that the interest of the said ITO HAMAGAKI in the said Mortgage is vested in the Custodian was registered in the Land Registry Office at Vancouver, in the Province of British Columbia, on the 5th day of April, 1945, as Number 39668;

NOW THEREFORE the Secretary of State of Canada acting in his capacity as Custodian under and by virtue of the Order in Council aforesaid and the Revised Regulations Respecting Trading with the Enemy (1943) by his duly authorized and lawful Assistant Deputy hereby requests that the title of the said Mortgage be transferred into the name of 'The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)'.

DATED AT OTTAWA, ONTARIO, this            day of            , A.D., 1945.

Assistant Deputy Custodian



# This Indenture

Made the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our  
Lord one thousand nine hundred and forty-five.

**In Pursuance of the "Short form of Deeds Act"**

**Between**

THE HONOURABLE THE SECRETARY OF STATE OF CANADA  
Acting in his capacity as Custodian under the Revised Regulations  
Respecting Trading with the Enemy (1943)

(hereinafter called the "Grantor")

AND

ROY SAMUEL HAWBOLT, Agent,  
of the City of Vancouver, in the  
Province of British Columbia.

(hereinafter called the "Grantee")

**WITNESSETH**, that, in consideration of One Thousand Seven Hundred and Fifty  
(\$1750)

Dollars of the lawful money of Canada now paid by the said Grantee to the said  
Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor,  
**DOTH GRANT** unto the said Grantee, his heirs and assigns **FOREVER**:

**ALL AND SINGULAR** that certain parcel or tract of land and premises situate, lying  
and being in the City of Vancouver, in the Province of British Columbia, and  
known and described as Lot Three (3), Block Forty-four (44), District Lot  
One Hundred and Eighty-one (181), Group One (1), New Westminster District,  
Plan One Hundred and Ninety-six (196).



**TOGETHER** with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

**TO HAVE AND TO HOLD** unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; Subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed.

**AND** the said Grantor releases to the said Grantee all his claims upon the said lands **PROVIDED** there shall be no personal liability upon the Grantor on any covenant express or implied.



WHEREVER the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading With the Enemy (1943) has executed these presents by his <sup>Assistant</sup> Deputy on the day and year as above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

Signature }  
of Witness }

Street Address

City or Town

Occupation of Witness

Assistant Deputy Custodian.

#### FOR MAKER

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 194\_\_\_\_, at the City of Ottawa, in the Province of Ontario, Ephraim Herbert Coleman, deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With the Enemy (1943) who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With the Enemy (1943), the Maker thereof, and whose name is subscribed thereto as a party and that he knows the contents thereof, and that he executed the same voluntarily and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Ottawa, in the Province of Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord One Thousand Nine Hundred and Forty-

\_\_\_\_\_  
A Notary Public in and for the Province of Ontario.

#### FOR WITNESS

PROVINCE OF ONTARIO }  
TO WIT: }

I,  
of

of the

, in the Province of Ontario,

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by \_\_\_\_\_ 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 Ontario, this

day of

19

\_\_\_\_\_  
A Notary Public in and for the Province of Ontario.  
A Commissioner for taking affidavits within Ontario.



The city license department has requested that the Custodian take out an apartment house license at an annual cost of \$17.00.

Efforts towards sale

The property was advertised for sale by tender on August 12, 1943.  
No bids were received.  
Second advertising January 22, 1944.  
No bids were received.  
Third advertising February 17, 1945.  
No bids were received.

On March 17, 1945, we requested Harry Ablowitz Realtors Ltd. to endeavour to obtain a purchaser but have had no reply.

Numerous persons have viewed the property during the past year and a half but no offers were received until today.

In an interview with Mr. Hawbolt of McCarron & Hawbolt yesterday, he stated he could offer \$1500.00 for the property on behalf of a client. However before leaving he agreed to endeavour to have his client revise the offer to \$1750.00, which is the offer received today.

GHP/O'B



March 29th, 1945.

MEMORANDUM

TO: MR. K. W. WRIGHT

FROM: MR. G. H. PEERS

RE: Lot 3, Block 44, D.L. 181, Plan 196,  
NWD, known as 710 Alexander Street.

TITLE: Shigeo MIYAUCHI, (P/W A-494)  
Mortgage favour Mrs. Ito HAMAGAKI: \$2000.00 @ 7%.  
Balance owing with interest to Apr. 30/45 \$1518.47  
Vesting filed #34296.

MORTGAGE: Mrs. HAMAGAKI declared on May 7, 1943

|                    |                  |
|--------------------|------------------|
| Principal          | \$1195.00        |
| Int. to Apr. 30/43 | 131.32           |
|                    | 1326.32          |
| Int. to Apr. 30/44 | 92.82            |
|                    | 1419.14          |
| Int. to Apr. 30/45 | 99.33            |
|                    | <u>\$1518.47</u> |

Charges against property as at April 30, 1945.

|                                  |                  |
|----------------------------------|------------------|
| Mortgage                         | \$1518.47        |
| Taxes to Dec 31, 1944            | 413.86           |
| Int. on arrears                  | 44.17            |
| 1/3 1945 Taxes                   | 33.73            |
|                                  | 2010.23          |
| Balance at credit from<br>Income | 141.81           |
|                                  | <u>\$1868.42</u> |

|                 |                  |
|-----------------|------------------|
| Proposed sale   | \$1750.00        |
| less commission | 87.50            |
|                 | <u>1662.50</u>   |
| Deficit         | <u>\$ 205.92</u> |

VALUATION:

On August 18, 1943, Pemberton Realty Corporation valued the property at \$1400.00.

DESCRIPTION:

The property is a 25 ft. lot on which is situate a 2 storey building. The front portion consisting of approximately 2/3 rds of the building is of wood frame construction and is in very poor condition and from appearance would be over 50 years old. The rear third is of brick construction and while in poor condition is better than the front portion. It is quite possible the city may request extensive repairs or demolition of the building when housing conditions improve. The building contains six suites, one which is used by the caretaker, rent free in return for his services. The property was originally under lease to the McNeill Syndicate at a net rental of \$25.00 monthly less agents fees. We took over from the McNeill Syndicate on November 1, 1944, and the rentals collected to date are as follows:

|               |              |
|---------------|--------------|
| Total rentals | \$368.00     |
| Expenses      | 302.52       |
| Net rentals   | <u>65.48</u> |

The gross monthly rental is present ly \$76.00, less agents fees.



File No. 403 *Interim*

# DEPARTMENT OF THE SECRETARY OF STATE Office of the Custodian REAL PROPERTY FOR SALE BY TENDER

The Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading With The Enemy (1943) hereby offers for sale by public tender such interests as are vested in him in the following commercial, residential and unimproved properties.

## CITY OF VANCOUVER

- Lot 23, Block 4, D.L. 985, Group 1, Plan 2884, New Westminster District, being a vacant lot in the 4800 Block Victoria Drive.
- Lot 11, Subdivision "C", Block 154, D.L. 264 A, Group 1, Plans 2142 and 1771, being a vacant lot in the 1500 Block East 8th Avenue.
- Lot 12, Block 2, North East Quarter of D.L. 336, Group 1, Map 2484, New Westminster District, being a vacant lot in the 2600 Block on East 45th Avenue.
- Lot 19, Block 3, D.L. 287, Group 1, Map 1192, New Westminster District, being a vacant lot in the 3100 Block Main Street.
- Lot "D", Block 2, D.L. 781, Group 1, New Westminster District, Plan 2202, being a vacant lot in the 4800 Block Beatrice Street.
- Lots 7 and 8, Block 2, D.L. 781, Group 1, New Westminster District, Plan 2202, being a vacant lot on the S.W. Corner of 87th Avenue and Gladstone Street.
- Lot 18, Block 2, D.L. 336, Group 1, New Westminster District, Plan 2884, being a vacant lot on the South Side of 62nd Avenue in the first block east of Victoria Drive.
- Lot 14, Block 2, Subdivision of Blocks 6 to 21, D.L. 328, Group 1, New Westminster District, Plan 2884, being a vacant lot on the North Side of 64th Avenue in the first block east of Victoria Drive.
- Lot 4, Block 1, East Half of the South West 1/4 of D.L. 336, being a vacant lot in the 2000 Block Asquith Avenue East.
- Lot 20, Block 10, D.L. 328, being a vacant lot in the 2000 Block South East Marine Drive.
- Lot 198, Town of Hastings, except the South 8 feet, City of Vancouver, known as 2700 Vale Street, being a 7-room, 2-storey dwelling.
- Lot 3, Block 44, D.L. 181, Group 1, New Westminster District, Plan 196, known as 110 Alexander Street, being a two-storey frame dwelling used as a rooming house.
- Lot 3, Block 21, D.L. 200 "A", Map 197, New Westminster District, known as 100 West 4th Avenue, being a one-storey frame laundry building and smaller brick building at rear.
- Subdivision C, Lots 20 and 21, Block 33, District Lot 200 A, Group 1, New Westminster District, Plan 1783, known as 181 West 6th Avenue, being a store building with a two-storey, 12-room building at the rear.
- Lot 8, Block 35, District Lot 196, Group 1, New Westminster District, Plan 196, known as 333 Powell Street, being a one-storey stone and brick store building.
- Lot 27, Block 42, District Lot 196, Group 1, New Westminster District, being a subdivision of part of Block "A" and Subdivisions 5, 6, 7 and parts of 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 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596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

## NORTH VANCOUVER

- Block 10, District Lot 198, Group 1, New Westminster District, Plan 1332, Pipe Line Road, East Side of Seymour Creek, containing 3/4 acres more or less (1 acre cleared), being a five-room dwelling and outbuildings.
- Lot 11, Block 23, D.L. 273, Group 1, Map 1063, New Westminster District, being a vacant lot on Fourth Street, between Moody and Quensbury Avenues.
- Lots 9 to 16, (inclusive), Block 3 of Lots 1, 2, 3, Block 2, District Lot 781, Group 1, New Westminster District, Plan 3843, being on Pipe Line Road, containing a four-room cottage and chicken house.
- Lots 19, 20 and 21, Block 27, District Lot 204, Group 1, New Westminster District, Plan 1840, being vacant lots on St. Denis Avenue, adjacent to the main road from Second Narrows Bridge to North Vancouver.

## PORT MOODY

- Lots 9 and 10, Block 48 of Lot 347, Group 1, Map 2720, New Westminster District, on Maude Road, Port Moody, being a 4-room single-storey dwelling.

## MUNICIPALITY OF LANGLEY

- Lots 1, 2, 3, 4, 5, 6, 7, 8 and 14, of the West 1/4 of the North West 1/4 of Section 26, Township 7, Map 2694, Municipality of Langley, in the District of New Westminster, being a Farm Property of 44.75 acres, more or less, mostly uncleared, situate on Bradshaw and Hunter Roads, upon which is a partly demolished dwelling. A separate tender may be filed for individual lots contained in this parcel.

## MUNICIPALITY OF MAPLE RIDGE

- North East 1/4 of Section 9, Township 15, SAVE AND EXCEPT the West 15 chains thereof, Municipality of Maple Ridge, in the District of New Westminster on 12th Road, B.C., being a 2-storey, 7-room frame house.

Tenders for the purchase of such interests in the above described properties as are vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of the Secretary of State as Custodian for ten per cent. (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
4. Each tender must be in a separate sealed envelope addressed to The Office of the Custodian, 809 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. The balance of the purchase price shall be paid in cash.
6. All adjustments shall be made as of the date of conveyance.
7. The property is sold subject to existing leases and encumbrances, if any.
8. The property is offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements or the existence or non-existence of any encroachments.
9. The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
10. Neither the highest nor any tender will necessarily be accepted.

Cheques in respect of unaccepted tenders will be returned in due course.  
Tenders will be received by the undersigned up to Noon, Pacific Daylight Saving Time, on the 10th day of March, 1945. Further particulars may be obtained during office hours any day up to Noon on the 9th day of March, 1945, and arrangements made with the undersigned to inspect the said premises.  
DATED at Vancouver, British Columbia, this 17th day of February, 1945.

**THE CUSTODIAN**  
809 Royal Bank Building,  
675 West Hastings Street,  
VANCOUVER, B.C.



ENEMY SECTION

JUN 2 1944

Int. 403

12995

NATURE OF ENCUMBRANCE ..... Mortgage (registered) or (unregistered)

Name of Owner of Property ..... MIYAUCHI Shigeo ..... Reg. No. Internee

Address ..... 442 East Hastings St., Vancouver, B.C.

Occupation ..... Age

Registered Owner of Property ..... Shigeo MIYAUCHI ..... C.T.No. 76290K

Property:

Property Address ..... Mun. Vancouver, B.C.

Legal Description Lot 3 Block 44 S.D. D.L. 181-196, Group 1, N.W.D.

..... L.R.O. 85414H

Nature of interest ..... Owner

Particulars of Encumbrance:

Date ..... 1st December 1930

Parties to document:

Name ..... Shigeo MIYAUCHI ..... "Mortgagor"

Address ..... 4428 E. Hastings Street, Vancouver, B.C.

Name ..... Ito HAMAGAKI ..... "Mortgagee"

Address ..... 2112 Pandora Street, Vancouver, B.C.

Principal Amount ..... \$2000.00

Terms of Payment ..... to be paid in 56 instalments of \$35.00 each and a final instalment of \$40.00 to be paid monthly on the 1st day of each month

Arrears, if any: Principal \$1195.00 Interest \$131.32 to AP. 30/43

Balance owing as at this date ..... Total \$1326.32

Standing of Taxes: Arrears \$106.52 Current 1942 \$104.16

Insurance: Total \$210.68

(1) Agent ..... AS. Matthews & Co. Company ..... Michigan Fire

Policy No. 6012605 Amt. \$200.00 Prem \$16.00 Exp. Date 29 Dec 43

(2) Agent ..... Company

Policy No. ..... Amt ..... Prem ..... Exp. Date

Nature, particulars and whereabouts of unregistered documents, if any:

Dated at ..... this 7th day of May A.D. 1943

CERTIFIED CORRECT:

"Ito Hamagaki"

(Signature)



REG.  
NO.

P/W A-494

NAME

MIYAUCHI Shigeo

FILE  
NO.

Int. 403

ASSURED

The Secretary of State of Canada acting in his capacity of Custodian.

COMPANY  
Michigan Fire & Marine  
Ins. Company

POLICY NO.

6012605

AMOUNT

\$2,000.

PREMIUM

\$16.00

RATE

.80¢

TERM

3yrs.

EXPIRATION

Dec. 29, 1945.

PROPERTY INSURED

\$2,000.00 on 2 & 1 story bldg., frame, roof  
of shingles, occupied as lodging house.

LOCATION

5713 on South side of Alexander  
St., Vancouver, B. C.

LOSS PAYABLE

Insured

INSURANCE AGENT

A.S. Matthew &amp; Co., Ltd.

RENTAL AGENT

ENDORSEMENTS



Advertisement appearing in Vancouver Newspapers  
on January 22, 24 and 25, 1944

## Department of the Secretary of State of Canada—Office of the Custodian REAL PROPERTY FOR SALE BY TENDER

The Secretary of State of Canada, acting in his capacity as Custodian, hereby offers for sale by public tender such interests as are vested in him in the following commercial, residential and unimproved properties situate in the City of VANCOUVER:

Lot 5, Block 43, D.L. 106, Group 1, New Westminster District, Plan 106, known as 620 Alexander Street, being an 11-room frame dwelling with store adjoining.

Lot 38, Block 51, D.L. 181, Group 1, New Westminster District, Plan 196, known as 705 East Cordova Street, being a 7-room, 2-storey house and garage.

North Half of Lot 1, Block 69, District Lot 185, Group 1, New Westminster District, Plan 92, known as 1001 Denman Street and 1808 Nelson Street, being house with store in front at 1001 Denman Street and house only at 1808 Nelson Street.

Lots 6 and 7, Block "B", District Lot 130, Group 1, New Westminster District, Plan 5532, known as 2995 West 23rd Avenue, being a 6-room one and one-half storey frame dwelling.

Lot 198, Town of Hastings, except the South 8 feet, City of Vancouver, known as 2785 Yale Street, being a 7-room, 2-storey dwelling.

Lot 21, Block 60, D.L. 264A, Group 1, New Westminster District, Plan 383 and 1771, known as 1323 East First Avenue, being a 6-room, 2-storey house.

Lots 11 and 12, Block 23, Town of Hastings Suburban Lands, Group 1, New Westminster District, Plan 309A, known as 23 Renfrew Street, being a 6-room, 2-storey dwelling.

Parcel "B" of Lots 1 and 2 (reference plan 35), Block 73, D.L. 264A, Group 1, New Westminster District, Plans 391 and 1881, known as 1810 Cotton Drive, being a two-storey, seven-room frame dwelling.

Lot 20, Block 53, District Lot 196, Group 1, New Westminster District, Plan 196, known as 551 East Cordova Street, being a 2-storey, 8-room frame dwelling.

Lot "A" of Lots 7 and 8, Block 13, D.L. 302, Group 1, New Westminster District, Plan 5832, known as 308-316-320 West Fifth Avenue, being a one and one-half storey, 5-room frame dwelling and a 2-storey frame store with living quarters above.

Lot "B" of Lots 7 and 8, Block 13, D.L. 302, Group 1, New Westminster District, Plan 5832, known as 2109 Alberta Street, being a one and one-half storey, 6-room frame dwelling.

Lot 3, Block 44, D.L. 181, Group 1, New Westminster District, Plan 196, known as 710 Alexander Street, being a two-storey frame dwelling used as a rooming-house.

Lot 5, Block 4, D.L. 196, Group 1, New Westminster District, Plan 184, known as 115-113 Main Street, being a 2-storey frame store building.

Lots 12 and 13, Block 55, D.L. 196, Group 1, New Westminster District, Plan 196, known as 356-358-360-362 Powell Street, being a 3-storey frame building with stores on ground floor and rooms above.

Lot 13, Block 4, District Lot 196, Group 1, New Westminster District, known as 237-237½ Powell Street, being a 2-storey frame building with store front. On ground floor at rear there is a large tile bath house. Living quarters on second floor.

Lot 22, Block 41, District Lot 196, Group 1, New Westminster District, Plan 196, known as 488 Powell Street, being a 2-storey frame building.

Lot 12, Block 14, District Lot 264A, Group 1, New Westminster District, Plan 5104, known as 2290 Adanac Street, being a 4-room frame dwelling.

AND

West Half of Lot 1, Block 11 of South Half of Lot 116, Group 1, Map 2223, New Westminster District, known as 3906 Union Street, Burnaby, being a single-storey frame dwelling.

Lot 10, Block 7 of Section 10, Block 3 North, Range 7 West, Map 249, Municipality of Richmond, in the District of New Westminster, known as 70 Chatham Street, Steveston, being a one-storey frame dwelling.

Lot 4B, Block 15 of Section 10, Block 3 North, Range 7 West, Map 249, District of New Westminster, known as 11th Avenue and Dyke Road, Steveston, being a 4-room wooden frame bungalow.

0.572 of an acre more or less of Lot 7, Block E of Section 11, Block 3 North, Range 7 West, Map 4350, as shown outlined red on Sketch No. 7873, Municipality of Richmond, in the District of New Westminster, known as No. 1 Road and Mencton Street, Steveston, being a 2-storey, 8-room dwelling.

Tenders for the purchase of such property interest vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
  2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
  3. A certified cheque payable to the order of "The Custodian" for ten per cent. (10%) of the amount offered must accompany each tender.
  4. Each tender must be in a separate sealed envelope addressed to "The Custodian," 509-10 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
  5. Tender must be for purchase for cash.
  6. All adjustments will be made at the date of conveyance.
  7. Properties will be sold subject to existing leases and encumbrances, if any.
  8. The Custodian reserves the right to cancel every accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance.
  9. The properties are offered for sale without any warranty whatsoever by the Custodian of location or condition of buildings or improvements.
- Cheques in respect of unaccepted bids will be returned in due course. Neither the highest nor any tender will necessarily be accepted.
- Tenders will be received by the undersigned up to Noon, Daylight Saving Time, on the Twelfth Day of February, 1944. Further particulars may be obtained during office hours any day up to Noon on the eleventh day of February, 1944, and arrangements made with the undersigned to inspect the said premises.

DATED at Vancouver, British Columbia, this 22nd day of January, 1944.

**THE CUSTODIAN,**  
509-10 Royal Bank Building,  
675 West Hastings Street.



Int. 403 A  
File No. 12995

NATURE OF ENCUMBRANCE Mortgage ..... or .....  
(registered) (unregistered)

Name of Owner of Property MIYAUCHI, Shigeo ..... Reg. No. Internee

Address 442 East Hastings St., Vancouver, B.C. ....

Occupation ..... Age .....

Registered Owner of Property Shigeo MIYAUCHI ..... C.T.No. 76290K

Property:

Property Address ..... Mun. Vancouver, B.C.

Legal Description Lot 3 Block 44 S.D. D.L. 181-196, Group 1, N.W.D. ....

..... L.R.O. 85414H

Nature of interest Owner .....

Particulars of Encumbrance:

Date 1st December 1930 .....

Parties to document:

Name Shigeo MIYAUCHI ..... "Mortgagor"

Address 4428 E. Hastings Street, Vancouver, B.C. ....

Name Ito HAMAGAKI ..... "Mortgagee"

Address 2112 Pandora Street, Vancouver, B.C. ....

Principal Amount \$2000.00 .....

Terms of Payment to be paid in 56 instalments of \$35.00 each and a final

instalment of \$40.00 to be paid monthly on the 1st Rate of Interest 7%

day of each month

Arrears, if any: Principal \$1195.00 ..... Interest \$131.32 to Ap. 30/43

Balance owing as at this date Total \$1326.32 .....

Standing of Taxes: Arrears \$106.52 ..... Current 1942 \$104.16

Total \$210.68

Insurance:

(1) Agent ..... Company .....

Policy No. .... Amt. .... Prem ..... Exp. Date .....

(2) Agent ..... Company .....

Policy No. .... Amt. .... Prem ..... Exp. Date .....

Nature, particulars and whereabouts of unregistered documents, if any: .....

Dated at Sashme this 7<sup>th</sup> day of May A.D. 1943

CERTIFIED CORRECT:

"Ito Hamagaki"  
(Signature) ✓



Int 346 403

THIS INDENTURE made the 6th day of February, A. D. 1943.

BETWEEN:

ELLIOTT J. BARON, of 1225 West 7th Avenue, in the  
City of Vancouver, in the Province of British Columbia,  
Manager, hereinafter called the "Assignor".

OF THE FIRST PART

AND

WALTER D. McNEILL, of 3636 West 19th Avenue, in the  
City of Vancouver, in the Province of British Columbia,  
Credit Manager, hereinafter called the "Assignee".

OF THE SECOND PART

WHEREAS the Assignor is the Lessee of those certain Indentures  
of Lease described in the Schedule annexed hereto and forming a part of  
this Agreement:

AND WHEREAS the Assignor has agreed to assign the said Indentures  
of Lease to the Assignee:

NOW THIS INDENTURE WITNESSETH that in consideration of the sum  
of One (\$1.00) Dollar and other good and valuable consideration now paid  
by the Assignee to the Assignor, the Assignor doth hereby assign and set  
over unto the Assignee all those certain Indentures of Lease more particularly  
described and set forth in the Schedule annexed hereto and forming a part  
of this Agreement and all the estate, right, title, benefit, advantage,  
property, claim and demand whatsoever of the Assignor of, on or to the  
same and the property comprised therein.

THE ASSIGNEE COVENANTS AND AGREES that he will do and perform  
all the things, covenants and conditions undertaken by the Assignor to do  
and perform in the aforesaid Indentures of Lease and hereby agrees to  
indemnify and save harmless the Assignor from any claims or demands of  
any nature in respect thereof.

THE INDENTURE and everything herein contained shall enure to the  
benefit of, and be binding upon, the executors, administrators and assigns  
of the parties hereto respectively.

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

SIGNED, SEALED AND DELIVERED

in the presence of:

J. A. MacLennan

Vancouver, B. C. (signed)

Solicitor

as to the signature of E. J. Baron

E. Chereover (signed)

E. J. Baron (signed)

E. D. McNeill



THIS IS THE SCHEDULE REFERRED TO IN THE  
ANNEXED AGREEMENT BETWEEN ELLIOTT J. BARON  
as Assignor and WALTER D. McNEILL as  
Assignee. DATED THE 6TH DAY OF FEBRUARY, 1943.

1. That certain Indenture of Lease dated the 30th day of November, 1942, made between the Secretary of State of Canada, therein called the "Owner" or the "Lessor" of the First Part, and Elliott J. Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 17, Block 229, District Lot 526, together with the building erected thereon, being known as Number 1618 West 2nd Avenue, for the period of two years from the 1st day of December, 1942, yielding and paying therefor to the Lessor the sum of \$600.00 on the terms and conditions more particularly contained in the said Indenture of Lease.
2. That certain Indenture of Lease dated the 7th day of January, 1943, made between the Secretary of State of Canada, therein called the "Owner" or the Lessor of the First Part and Elliott J. Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 3, Block 44, District Lot 181, Plan 196, together with the building erected thereon, being known as Number 710 Alexander Street, for the period of two years from the 15th day of February, 1943, yielding and paying therefor to the Lessor the sum of \$960.00 on the terms and conditions more particularly contained in the said Indenture of Lease.
3. That certain Indenture of Lease dated the 17th day of December, 1942, made between the Secretary of State of Canada, therein called the "Owner" or the "Lessor" of the First Part, and Elliott J. Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 12, Block 229, District Lot 526, together with the building erected thereon, being known as Number 1642 West 2nd Avenue, for two years from 1st December, 1942, at a rental of \$480.00 as set forth in said Lease.
4. That certain Indenture of Lease dated the 16th day of December, 1942, made between Watari Ohori, Yasushi Ohori and Yaeiko Ohori, therein called the "Lessor" of the First Part, and Elliott Jacob Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 29, Block 38, District Lot 196, being known as Number 409 Alexander Street, for the period of two years from the 1st day of January, 1943, yielding and paying therefor to the Lessor the sum of \$840.00 on the terms and conditions more particularly contained in the said Indenture of Lease.
5. That certain Indenture of Lease dated the 28th day of December, 1942, made between the Secretary of State of Canada, therein called the "Owner" or the "Lessor" of the First Part, and Elliott Jacob Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 9, Block 229, District Lot 526, being known as 1658 West Second Avenue, for the period of two years from the 1st day of January, 1943, yielding and paying therefor to the Lessor the sum of \$840.00 on the terms and conditions more particularly contained in the said Indenture of Lease.
6. In addition to the indentures of lease hereinbefore mentioned, the rights to lease, whether confirmed by the lessor or only tentative, the following properties are hereby assigned to the said Walter D. McNeill, the properties are commonly known as follows:  
439 Alexander Street, Vancouver, Province of British Columbia.  
666 Alexander Street       "       "       "  
1661 West 2nd Avenue       "       "       "



*Int. July 403*

KNOW ALL MEN BY THESE PRESENTS that I, WALTER D. McNEILL,  
of 3636 West 19th Avenue, in the City of Vancouver, in the Province  
of British Columbia, Credit Manager, in consideration of the sum of One  
(\$1.00) Dollar and other valuable consideration, receipt of which is  
hereby acknowledged, HEREBY ACKNOWLEDGE AND DECLARE that I am possessed  
of those certain Indentures of Lease described in the Schedule annexed  
hereto, in trust for the only use, benefit and advantage of E. J. Baron  
Holdings, a Partnership Concern carrying on business at 547 Howe Street,  
in the City of Vancouver, in the Province of British Columbia and  
composed only of three partners, namely, Elliott J. Baron of 1225 West  
7th Avenue, Walter D. McNeill of 3636 West 19th Avenue, and Birdette  
Chercover, of 2335 West 10th Avenue, Housewife, all of the City of  
Vancouver, in the Province of British Columbia, and that all the income  
accruing or to accrue therefrom is held only in trust for the said  
partnership.

AND I HEREBY COVENANT FOR myself, my executors and administrators,  
with the said Partnership and the within named partners, their executors,  
administrators and assigns, that I will at any time hereafter at the  
request and at the cost of the said E. J. Baron Holdings, composed of  
the said partners, assign and transfer the said property to such person  
or persons as the said Partnership may direct.

IN WITNESS WHEREOF I have hereunto set my hand and seal,  
this 6th day of February, A.D. 1943.

SIGNED, SEALED AND DELIVERED)  
IN THE PRESENCE OF )  
(Signed) R. C. Messenger )

Signed: W. D. McNeill



THIS IS THE SCHEDULE REFERRED TO IN THE  
ANNEXED DECLARATION OF TRUST BETWEEN  
ELLIOTT J. BARON AND E. J. BARON HOLDINGS,  
DATED THE DAY OF FEBRUARY, 1943.

- L 1. That certain Indenture of Lease dated the 30th day of November, 1942, made between the Secretary of State of Canada, therein called the "Owner" or the "Lessor" of the First Part, and Elliott J. Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 17, Block 229, District Lot 526, together with the building erected thereon, being known as Number 1618 West 2nd Avenue, for the period of two years from the 1st day of December, 1942, yielding and paying therefor to the Lessor the sum of \$600.00, on the terms and conditions more particularly contained in the said Indenture of Lease
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3. That certain Indenture of Lease dated the 17th day of December, 1942, made between the Secretary of State of Canada, therein called the "Owner" or the "Lessor" of the First Part, and Elliott J. Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 12, Block 229, District Lot 526, together with the building erected thereon, being known as Number 1642 West Second Avenue, for the period of two years from the 1st day of December, 1942, yielding and paying therefor to the Lessor the sum of \$480.00, on the terms and conditions more particularly contained in the said Indenture of Lease.
4. That certain Indenture of Lease dated the 16th day of December, 1942, made between Watari Ohori, Yasushi Ohori and Yaeiko Ohori, therein called the "Lessor" of the First Part, and Elliott Jacob Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 29, Block 38, District Lot 196, known and described as Number 409 Alexander Street, for the period of two years from the 1st day of January, 1943, yielding and paying therefor to the Lessor the sum of \$840.00, on the terms and conditions more particularly contained in the said Indenture of Lease.



5. That certain Indenture of Lease dated the 28th day of December, 1942, made between the Secretary of State of Canada, therein called the "Owner" or the "Lessor" of the First Part, and Elliott Jacob Baron, therein called the "Lessee" of the Second Part, wherein the Lessor doth demise to the Lessee all and singular that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot 9, Block 229, District Lot 526, being known as 1658 West Second Avenue, for the period of two years from the 1st day of January, 1943, yielding and paying therefor to the Lessor the sum of \$840.00 on the terms and conditions more particularly contained in the said Indenture of Lease.



*Intervue file 403*

MEMORANDUM covering conference which took place on the 5th day of February, 1943, in the Office of Harold B. Campbell, C.A., 612 Standard Bank Building, attended by:-

Mr. Rogers, Chief Sanitary Inspector, City of Vancouver.  
Mr. Messenger  
Mr. Kirk and  
Mr. McNeill, representing the Partnership in the E. J. Baron Holdings, and  
Mr. Love, the Contractor for that Partnership.

the purpose of the conference being to analyse the situation covering the development of the properties rented by the E. J. Baron Holdings from the Office of the Custodian, which Partnership is now being reorganized, Mr. Baron withdrawing from the Partnership and the leases being transferred to the name of Walter D. McNeill who, under Agreement, will act as Trustee and Manager in the development.

The following properties are divided into two Sections; West 2nd Avenue and Alexander Street and will be developed by two crews of workmen under the immediate direction of Mr. Love and the supervision of Mr. McNeill. It will be noted that they are marked First, Second, Third etc. in regard to their individual priority as to the completion of the work or improvements required.

FIRST SECTION

Q-101 1616-1618 East 2nd Avenue. (Evacuation File No. 11661.)

The Building Department's requirements in connection with this building have all been complied with, including re-arrangement of fire escapes, re-swinging of doors etc.

Q-102 The Sanitary Department's requirements have just been completed, in that three baths have been installed and Mr. Rogers, on behalf of the Sanitary Department has agreed to waive installation of two showers until the expiry of three months, at which time an inspection will be made by him again and a decision arrived at as to whether it is necessary for this additional installation; in other words all immediate requirements have been complied with. This block is not completely rented.

1642 East 2nd Avenue. (Evacuation File Nos. 12818, 7824)

The Building Department's requirements, including certain repairs to stairways, fire escapes, etc. have all been complied with.

The Sanitary Department's requirements are that two baths and two showers are to be installed. The plumbing crew is at present at work on this building, installing the two baths. As the building is not filled, Mr. Rogers suggested that the installation of the two showers be deferred until other buildings requiring more urgent attention be completed. The other plumbing, toilets and sinks etc. are satisfactory.



Third 409 Alexander Street (Shewy Allen File No. 1193) (cont)

The basement suite is O.K'd for plumbing by the Sanitary Department. The ground floor is divided into eight rooms, four on the East side and four on the West side. The East rooms have not sufficient light at present to receive the O.K. of the Sanitary Department but certain alterations may be possible to make them habitable and the situation is to be re-checked by Mr. Lowe and Mr. Rogers. The plumbing is satisfactory with the exception of bathing facilities. The top floor which has four suites is satisfactory to the Sanitary Department with the exception of bathing facilities. Mr. Rogers suggested that the installation of two showers on the ground floor would be satisfactory for the whole building. As there are only four tenants in the whole building, it was mutually agreed that this work would be deferred until the properties at 666 and 710 Alexander Street had been completed.

439 Alexander Street (Evacuation File No. 10526)

This property is to be re-checked by the Building Inspector, Mr. Rogers and Mr. Lowe and some decision arrived at as to what satisfactory use can be made of this school building. At present there are three suites rented on the ground floor which is satisfactory, temporarily, to the Sanitary Inspector. There is adequate plumbing with the exception of the bathing facilities and just what requirements will be made in this respect it is impossible to ascertain until the division or use of the building is decided on.

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The outline or work plan was agreed to by Mr. Kirk and Mr. McNeill on behalf of the Partnership and found entirely satisfactory to Mr. Rogers. Mr. McNeill is to see that the contractor, Mr. Lowe, adheres as closely as possible to the above plan and will report any holdup or deviation from same. It is understood that the contractor will work continuously on these properties until they are entirely completed.

On behalf of the Custodian's office, Mr. Messenger questioned the position of the accounts for work already effected and was advised by Mr. McNeill and confirmed by Mr. Lowe that all accounts for material and labour submitted, had been settled in full and that accounts were entirely current. He was able to satisfy himself that the financial situation of the Partnership is such that the entire work can be completed and fully paid for without any difficulty by the Partners.

It was further agreed that no further suites or properties be rented until such time as all the City requirements have been completed on the individual buildings.

In addition to the properties listed above, the following properties were leased by E. J. Baron not on behalf of the E. J. Baron Holdings but under a Partnership Agreement between himself and Ernest Plottel of 6362 Churchill Street, Vancouver, B. C. It is proposed by the different people involved to consolidate these properties into one Partnership and the leases of the second group are to be assigned or transferred to the name of Walter D. McNeill as Trustee for the proposed new Partnership. These properties are:



**Second 1642 West 2nd Avenue. (Rensy Alien File No. 259.)**

The Building Department's requirements in connection with this building have all been complied with, with the following exceptions. The Building Department in addition to other requirements, ask for two ladders to be used as fire escapes. These were erected but the Inspector decided that they were not properly set up and has requested that their situation be altered slightly, which matter is to be attended to in the coming week.

The Sanitary Department's requirements are that two showers or baths be installed. These have not as yet been installed and instructions were given Mr. Lowe, in view of the fact that five of the six suites are rented, to attend to their installation immediately the work is completed at 1642 West 2nd Avenue. The other plumbing, toilets and sinks, etc. have been put in condition satisfactory to Mr. Rogers.

**Third 1661 West 2nd Avenue. (Evacuation File No. 11749)**

The Building Department's requirements have all been complied with, with the exception of some roof repairs which have been contracted for and it is estimated will be attended to within three weeks from this date.

The Sanitary Department's requirements in connection with this building are only one shower, however Mr. Lowe has been instructed to install two showers. While the toilet facilities are satisfactory from the Sanitary Department's point of view, it was arranged to alter these to be more convenient to the tenants. Four of the five suites in this building are rented and the work on this property is to be attended to as soon as the work on 1658 West 2nd Avenue is completed.

**SECOND SECTION.**

**First 666 Alexander Street. (Evacuation File Nos. 3205, 12277)**

This property had not been checked by either the Building or the Sanitary Department and it was arranged for Mr. Lowe to go over the property with the Inspector from the Building Department and Mr. Rogers on the 8th inst. There are five suites in this building and a room for the Janitor and they are all full. As a result of this situation whatever requirements are laid down by the Sanitary and Building Inspectors will be attended to immediately, in preference to the other buildings listed on this street.

**Second 710 Alexander Street. (Rensy Alien File No. 403)**

The Building Department's requirements in this building have all been complied with. The Sanitary Department's requirements are two baths but arrangements have been made for the installation of two baths and one shower for the convenience of tenants. This work has already been started although the building is not rented. This work will be deferred until the situation at 666 Alexander Street has been completed and will then be attended to.

**Third 409 Alexander Street. (Rensy Alien File No. 1193)**

The Building Department, in conjunction with the Fire Warden's Office, ordered the back section of this building demolished in connection with which a rental adjustment is being effected through Pemberton Realty Corporation, the Agents, otherwise the Building Department's requirements are complied with.



1810 Burrard Street (Evacuation File No. 11978 &  
Enemy Alien File No. 934)

236 Powell Street (Enemy Alien File No. 766)

235 Powell Street (Enemy Alien File No. 922, 341)

247 Powell Street (Evacuation File No. 2791)

(There is another property not rented from the Office of the Custodian but from the Yorkshire & Pacific Securities, 362 Alexander Street.) These properties, with the exception of 1810 Burrard Street, are all vacant and it is agreed that these premises will not be placed on the market for rent until such time as they have been inspected by the different City Departments and their requirements met for them and fully complied with.

With regard to 1810 Burrard Street, this property was already fully tenanted when leased to Mr. Baron and under the circumstances will have to take a deferred position in the matter of time required to effect improvements. It will probably be necessary to make some arrangement with the Rental Control Board for increased rentals if this property is to be properly improved and this will be taken up with the Rental Control Board just as soon as possible by Mr. Messinger. (Memorandum by Mr. R. C. Messinger, dated the 5th day of February, 1943.)

February 6th, 1943.

As arranged with Mr. R. W. Wright this morning, Morris & MacLennan are affixing to the leases already issued, an Assignment to Mr. Walter D. McNeill satisfactory to the Custodian's Office and a Consent clause for the signature of Mr. F. G. Shears as Authorized Deputy of the Custodian.

For three of the above properties an Indenture of Lease has been issued as yet. The lease of 666 Alexander Street was forwarded to the Japanese owner, Denkiichi Machida, for signature and has not as yet been returned. The property at 1661 West 2nd Avenue, due to some confusion in the title to the property, is only leased under Letter Agreement from the Rental Agents the Western City Company.

A lease was drawn by Pemberton Realty Corporation in favour of Mr. Baron and signed by him for the property at 439 Alexander Street. This has not as yet been signed by the Custodian's Office and on referring to Mr. Doust today, Mr. Messinger was advised that the form of lease is not satisfactory to the Custodian and will have to be re-drawn. Under these circumstances Mr. Messinger is obtaining a letter addressed to the Custodian's Office signed by Mr. Baron, authorizing and requesting that Office to Assign his rights to lease the premises at 439 Alexander Street to Mr. Walter D. McNeill and a further letter including the same instructions and request covering the other two properties at 1661 West 2nd Avenue and 666 Alexander Street.

Signed: R. C. Messinger.

There are two other properties rented by Mr. Baron which are not involved in either Partnership, one is the original property at 1017 West 7th Avenue, on which he completed the improvements and repairs required by the City and which the Partners have agreed should be retained by him. This property is fully rented.

There was a verbal lease arrangement made by him some time ago under which he is presently paying rent for a small property at 1635 West 2nd Avenue. This also is left to him. These premises are not rented and have not as yet had any improvement

(over)



**Dominion of Canada**Province of **BRITISH COLUMBIA**

To Wit:

**In the Matter of**

**E. J. BARON HOLDINGS, BARON & McNEILL,  
WALTER D. McNEILL, ERNEST PLOTTTEL,  
MRS. BERDETTE CHERCOVER, AND IN THE  
MATTER OF THE CUSTODIAN OF ENEMY  
PROPERTY:**

**I,****ELLIOTT J. BARON, of 1225 West 7th Avenue,**of the **City**of **Vancouver**in the Province of **British Columbia, Business Man,****Do Solemnly Declare that**

1. I have assigned and set over unto Walter D. McNeill, Ernest Plotttel and the partnership of Baron & McNeill, those certain Leases and Right to Lease referred to in an Agreement made the 3rd day of February, 1943 between myself as Assignor of the First Part and the said McNeill, Plotttel and Baron & McNeill as Assignees of the Second Part, and contained in Schedules "A" and "B" annexed to the said Agreement.

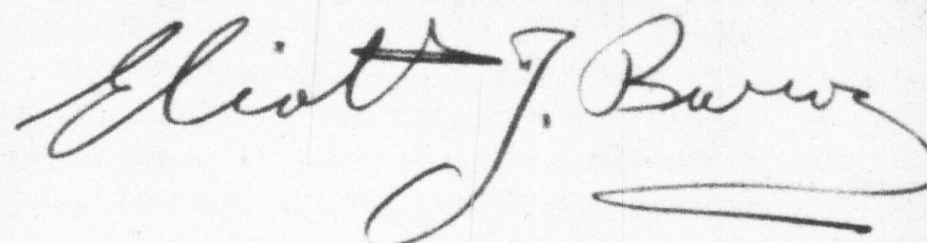
2. I have assigned to Walter D. McNeill those certain Leases referred to in an Agreement made the 6th day of February, 1943, between myself as Assignor and Walter D. McNeill as Assignee and more particularly described in the Schedule referred in and annexed to the said Agreement and the Rights to Lease those certain properties referred to in the said Schedule.

3. I have in respect of the properties therein referred to not incurred in my name or in the name of any of the above-named persons or partnerships any other debts or liabilities than those relating to painting, decorating, installation of plumbing and carpentry work either now done or already contracted for, particulars of which have been rendered to the said Walter D. McNeill.

4. The said liabilities were incurred for the benefit of the properties and I have not incurred any other debts or liabilities in respect of the same.

And I make this solemn Declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at **Vancouver,**  
in the Province of **British Columbia,**  
this **9th** day of  
**February** A.D. 194**3.**





PARTNERSHIP AGREEMENT.

NOVEMBER 21-1942. ✓

THIS AGREEMENT entered into this Twenty-First Day of November 1942 between E.J. Baron, W.D. McNeill and Mrs. Birdette Chereover as follows:

- (1). It is agreed that E.J. Baron, W.D. McNeill and Mrs. Birdette Chereover shall be equal partners in the company to be known as the E.J. BARON HOLDINGS.
- (2). It is further agreed that W.D. McNeill and Birdette Chereover shall put up \$250. (Two Hundred and Fifty Dollars) each as their share and E.J. Baron shall transfer his share lease on the property at 1017 Seventh Avenue West as of January 1-1943 as his share. E.J. Baron is to pay all out-standing debts and expenses up to January 1-1943. It is agreed, however, that the installation of showers, whether done before or after January 1st 1943, shall be paid for by the Company.
- (3). Funds of the Company shall be banked under the name E. J. BARON HOLDINGS. Withdrawals of monies for purposes of paying expenses, maintenance, leasing or purchasing of properties, or for any other reason not herein mentioned shall be made only by the signatures of any Two of the Three aforesaid partners.
- (4). Distribution of profits shall be limited to 50% (Fifty per centum) of net proceeds and it is agreed that 50%, or more, of net profits shall remain on deposit as a reserve. Cancellation or exception to this clause must have the acceptance and signature of all Three partners.
- (5). No distribution of profits whatsoever shall be made until all debts and outstanding expenses are paid.
- (6). It is agreed that E.J. Baron shall be manager and administrator, but that leasing or purchasing of properties must be acceptable to all Three partners.

SIGNED this 5<sup>th</sup> Day of December 1942. *W.D.*

E. J. Baron

W. D. McNeill

B. Chereover



THIS INDENTURE made the 8th day of February, A.D. 1943.

BETWEEN:

ELLIOT J. BARON, of 1225 West 7th Avenue, in the City of Vancouver, in the Province of British Columbia. ✓

OF THE FIRST PART

- and -

WALTER D. McNEILL, of 3636 West 19th Avenue, in the City of Vancouver, in the Province of British Columbia, Credit Manager.

OF THE SECOND PART.

IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration hereby acknowledged by the Party of the First Part, all right title and interest of the third share owned by the Party of the First Part in the Partnership Agreement entered into on the 23rd day of November, 1942, by the Party of the First Part, the Party of the Second Part and Birdette Chercover of 2335 West 10th Avenue, City of Vancouver, Province of British Columbia, Housewife, is hereby transferred and assigned to the said Walter D. McNeill. This is subject to two amendments to the said Partnership Agreement both dated the 6th of February, 1943; the first of these setting forth the Assignment of the leases and rights to lease properties on behalf of the Partnership as outlined in a duly initialed Schedule of Properties to Walter D. McNeill, as Trustee for the Partnership; the second setting forth the Party of the First Part's withdrawal as Manager of the operation carried on under the Agreement and his retention of the lease to the property at 1017 West 7th Avenue, City of Vancouver, Province of British Columbia.

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

SIGNED, SEALED AND  
DELIVERED

IN THE PRESENCE OF

*C. McNeill*

*E. J. Baron*

*W. D. McNeill*

I, Birdette Chercover of 2335 West 10th Avenue, City of Vancouver, Province of British Columbia, Housewife, do hereby consent to the sale or assignment by Elliot J. Baron of his one-third interest in the Partnership Agreement above-mentioned to Walter D. McNeill.

*C. McNeill*

*B. Chercover*



Int 403

# This Indenture

Made (in duplicate) this First day of December in the year of our Lord one thousand nine hundred and thirty

In Pursuance of the "Short Form of Mortgages Act"

Between

SHIGEO MIYAUCHI, of 442 Hastings Street, East, of the City of Vancouver, in the Province of British Columbia;

Insert full Name, Street Address and Occupation of each Party.

(hereinafter called the Mortgagor)

of the FIRST PART

AND

ITO HAMAGAKI (Wife of Teiichi Hamagaki) of 2112 Pandora Street, in the City of Vancouver in the Province of British Columbia;

(hereinafter called the Mortgagee)

of the SECOND PART

WITNESSETH that in consideration of the sum of Two Thousand----(\$2000.00)-----

-----XX/100-----Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged) the said Mortgagor DOTH GRANT and Mortgage unto the said Mortgagee, his heirs and assigns FOR EVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver,

Province of British Columbia, more particularly known and described as

Lot Number Three (No.3) in Block forty-four (No.44), in Subdivision of District Lot (D/L 181-196), Group One (1), according to the Registered Map or Plan in the Land Registry Office, in the City of Vancouver, in the Province of British Columbia, aforesaid, and numbered \_\_\_\_\_



TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging or with the same or any part thereof held or enjoyed or appurtenant thereto and all the estate, right, title, interest, property, claim and demand of him, the said Mortgagor in, to or upon the said premises,

PROVIDED this mortgage to be void on payment of ----Two Thousand---(\$2000.00)-----  
-----XX/100-----Dollars of lawful money of Canada, with interest at seven (7) per cent. per annum, both before and after maturity, as follows: The said principal sum of \$ 2000.00 is to be paid in fifty-six instalments of thirty-five dollars (\$35.00) each and a final instalment of forty dollars (\$40.00) to be paid monthly on the 1st day of each and every month until paid, together with interest on the unpaid balance at the rate aforesaid to be payable monthly with the instalments of principal, the first of said instalments with interest as aforesaid, to be payable on the 1st of January, 1931

~~Interest for the term of the mortgage aforesaid, payable by equal instalments of~~  
~~the~~ ~~sum of~~

~~the sum of~~

~~until the principal is paid, without any deduction whatever for the first payment of interest to be due~~  
~~and payable on the~~ ~~day of~~ ~~the~~

AND TAXES and performance of Statute Labor.

AND the said Mortgagor COVENANTS with the said Mortgagee that he will pay any Tax which may hereafter be levied on the Mortgagee in respect of the Mortgage money and interest.

THE said Mortgagor COVENANTS with the said Mortgagee THAT the Mortgagor will pay the Mortgage money and interest and observe the above proviso.

THAT the said Mortgagor has a good title in fee simple to the said lands.

AND THAT he has the right to convey the said lands to the said Mortgagee.

PROVIDED ALWAYS and it is hereby expressly declared and agreed that the Mortgagor paying the interest punctually at the times hereinbefore appointed and observing and performing all the covenants and agreements on his part hereinbefore contained shall be at liberty after the expiry of one year from the date hereof and prior to the maturity of this mortgage, to repay the whole of the principal sum hereby secured, upon payment of interest down to the date of such payment, and upon paying a further sum equal to three months' interest at the rate aforesaid as a bonus for the privilege of making such payment.



AND THAT on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

AND THAT the said Mortgagor will execute such further assurances of the said lands as may be requisite.

AND THAT the said Mortgagor has done no act to incumber the said lands.

AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value.

AND the said Mortgagor doth RELEASE to the said Mortgagee ALL his CLAIMS upon the said lands, subject to the said Proviso.

PROVIDED, that the said Mortgagee on default of payment for Two (60 days) month may on

notice enter on and lease or sell the said lands, PROVIDED that the said Mortgagee may distrain for arrears of interest PROVIDED that in default of the payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

PROVIDED ALSO, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.

PROVIDED ALSO that any notice or notices to be given under the provisions of this Mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied, or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published or circulating in the of

and such notice or notices shall be sufficient, though not addressed to any person by name, and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors,

THE ATTACHED administrators, successors and assigns of the parties hereto and each of them (where the context so require).

ITO HAMAGAKI DATED

hereof the said parties have hereunto set their hands and seals.

MAY 3, 1943.

Street Address  
City or Town  
Occupation

"S. Miyauchi"

TRUE COPY OF THE ONE BETWEEN S. MIYAUCHI  
DELIVERED  
JANUARY 1st, 1930.  
S. Miyauchi



**AND THAT** on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

**AND THAT** the said Mortgagor will execute such further assurances of the said lands as may be requisite.

**AND THAT** the said Mortgagor has done no act to incumber the said lands.

**AND THAT** the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value.

**AND** the said Mortgagor doth **RELEASE** to the said Mortgagee **ALL** his **CLAIMS** upon the said lands, subject to the said Proviso.

**PROVIDED**, that the said Mortgagee on default of payment for Two (60 days) month may on

notice enter on and lease or sell the said lands, **PROVIDED** that the said Mortgagee may distrain for arrears of interest **PROVIDED** that in default of the payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

**PROVIDED ALSO**, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

**PROVIDED** that until default of payment the Mortgagor shall have quiet possession of the said lands.

**PROVIDED ALSO** that any notice or notices to be given under the provisions of this Mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied, or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published or circulating in the of

and such notice or notices shall be sufficient, though not addressed to any person by name, and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them (where the context or the parties so require).

IT

**In Witness Whereof** the said parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

In the presence of

Signature of Witness "I Hamagaki"

Street Address 261 Powell Street

City or Town Vancouver, B.C.

Occupation

"S. Miyauchi"



# 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 \_\_\_\_\_ 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 \_\_\_\_\_ 19 \_\_\_\_\_

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

COPY

Dated December 1st 1930

SHIGEO MIYAUCHI

-TO-

ITO HAMAGAKI

SHORT FORM

Mortgage

The WILSON STATIONERY Co. Ltd., VANCOUVER, B. C.

\$2000.00

Lot 3

Block 44

D/L 181-196.

## FOR MAKER

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia,

(whose identity has been proved by the evidence on \_\_\_\_\_), who is personally known to me, appeared before me and acknowledged to me that the maker thereof, and whose name contents thereof, and that \_\_\_\_\_ the person mentioned in the annexed instrument as subscribed thereto as part \_\_\_\_\_, that \_\_\_\_\_ know the contents thereof, and that \_\_\_\_\_ executed the same voluntarily, and \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord one thousand nine hundred and \_\_\_\_\_

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

NOTE--Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.



# This Indenture

triplicate  
made in duplicate the Seventh day of January in the year of our  
Lord one thousand nine hundred and forty-three.

## In Pursuance of the "Short Form of Leases Act" Between

THE SECRETARY OF STATE OF CANADA, acting in  
his capacity as Custodian, under and by  
virtue of Order-in-Council P. C. 1665,  
dated March 4, 1942, as amended, hereinafter  
called the "Owner",

or hereinafter called the "Lessor" of the FIRST PART; and

ELLIOTT J. BARON, of 1225 West 7th Avenue, in  
the City of Vancouver, in the Province of  
British Columbia,

hereinafter called the "Lessee" of the SECOND PART;

WITNESSETH, that in consideration of the rents, covenants and conditions hereinafter respectively reserved and contained, the Lessor doth demise and lease unto the Lessee ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot Three (3), Block Forty-four (44), District Lot One Hundred and Eighty-one (181) Plan One Hundred and Ninety-six (196), together with the building erected thereon, being known as No. 710 Alexander Street.



From the **Fifteenth (15)** day of **February**  
one thousand nine hundred and **forty-three**

for the term of **Two (2) Years** next ensuing  
**YIELDING AND PAYING** therefor to the Lessor  
the clear rental or sum of **NINE HUNDRED & SIXTY (\$960.00)**----- dollars of lawful  
money of Canada, payable on the following days and times, that is to say: **in advance on the**  
**Fifteenth day of each and every month in twenty-four consecutive**  
**instalments. The monthly rental of Forty Dollars (\$40.00) for the**  
**period of this lease is subject to the deduction each and every month**  
**of an amount of Fifteen Dollars (\$15.00), making a net cash rental of**  
**Twenty-five Dollars (\$25.00); this allowance being to compensate the**  
**Lessee for the financial responsibility accepted by him with regard**  
**to all costs of repairs and improvements as hereinafter set out.**

**AND the Lessee COVENANTS with the Lessor to pay rent, and to pay <sup>water rates,</sup> ~~water rates,~~ electric light, gas**  
**and telephone charges; and to repair (reasonable wear and tear, and damage by fire and tempest**  
**excepted).**

**AND that the Lessor may enter and view state of repair; AND that the Lessee will repair according**  
**to notice (reasonable wear and tear, and damage by fire and tempest excepted).**

**AND will not assign or sub-let without leave; AND will not carry on any business that shall**  
**be deemed a nuisance on the said premises;**

**AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire**  
**and tempest excepted).**

**AND the Lessee, having inspected the building and knowing the state**  
**of repair, hereby agrees to make all present and future repairs and**  
**alterations, including decorating, at his own expense.**

**AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in**  
**attachment by any creditor of the Lessee or if the Lessee shall make any assignment for the benefit**  
**of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in**  
**force for bankrupt or insolvent debtors, THE then current rent shall immediately become due and**  
**payable and the said term shall immediately become forfeited and void.**

**AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof**  
**shall at any time during the term granted be burned down, or damaged by fire, so as to render**  
**the same unfit for the purpose of the Lessee and then so often as the same shall happen the rent**  
**hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury**  
**sustained and all remedies for recovering the same shall be suspended and abated until the said**  
**premises shall at the option of the Lessor have been rebuilt or made fit for the purpose of the**  
**Lessee**



In consideration of Walter D. McNeill, the Assignee of the within Lease, agreeing with the Lessor herein named to do and perform all the things, covenants and conditions undertaken by the Lessee herein named to do and perform in respect of, or incidental to the within Lease, the Assignment of this Lease is hereby consented to by The Secretary of State of Canada, the Lessor herein named, without prejudice to the right to recover from the Assignor for any default by the Assignee under any of the terms or conditions contained herein or incidental thereto.

Dated at Vancouver, British Columbia, this  
day of February, 1943.

F. G. Shears  
(F. G. SHEARS)  
Authorized Deputy of the Secretary  
of State and/or Custodian.

AGREED AND CONSENTED TO.

Walter D. McNeill  
Walter D. McNeill.

Int 403

710 Alexander.  
Entered on card.



AND ALSO that if the Lessee shall hold over and the Lessor shall accept rent after the expiration of the said term, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month;

AND ALSO that any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the said term or at any subsequent time and signed or initialled by the parties hereto shall be read and construed together with and as part of this lease, provided always that when the same shall be at variance with any printed clause in this lease, such additional covenants, conditions and agreements shall be deemed to supersede such printed clause;

PROVISO for re-entry by the Lessor on non-payment of Rent, whether lawfully demanded or not; or on non-performance of Covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

THE LESSOR COVENANTS with the LESSEE for quiet enjoyment.

Wherever the singular or the masculine are used in this document, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto, where the context or the parties so require.

THE LESSEE HEREBY AGREES to comply promptly at his own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Civic, Municipal and other authorities, and all notices in pursuance of same whether served upon the Lessor or the Lessee, and will indemnify and save harmless the Lessor from and against all and all manner of actions or causes of action, damages, loss, costs or expenses, which he may sustain, incur or be put to by reason of any neglect of same or non-compliance therewith or by reason of any defect, deficiency, disrepair, depreciation, damage or change in or to the premises, or any injury or damage to any person or to any goods and chattels contained in, upon or about the premises, however caused.

IN WITNESS WHEREOF, the said parties have hereunto set their Hands and Seals.

SIGNED, SEALED AND DELIVERED

In the presence of

*Harold Harrick*

*F. G. Shears*

(F. G. SHEARS)

Authorized Deputy of the Secretary  
of State and/or Custodian.

*Witness as to E. J.  
Baron's signature  
John MacGregor*

*E. J. Baron*