

1468

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: AKAZAWA, Matsushiro

HOME ADDRESS: 665 E. Cordova St. Vancouver B. C.

REGISTRATION NUMBER 06292 SEX: Male AGE: 55

OCCUPATION: Millwright (Lumber)

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Tsuchida 1125 7th Ave. Vancouver

MARRIED? No Widower

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN: Takeo--(Male) 24, Sachiko--(Girl) 22
Shizuo--(Boy) 20, Masuko--(Boy) 18, Hisao--(Boy) 12.

ADDRESS OF CHILDREN: 665 E. Cordova St. Vancouver B. C.

AGE OF CHILDREN: As above

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: Bungalow 7 Rooms 1 Garage
665 E. Cordova St. Vancouver B. C. Valued at \$1800. Garage valued at
about \$300. Chicken house valued at \$50.00

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are)

\$1000 1000 \$3000 Fire insurance. John R. Ross Mortgage

4. TAXES (Amount and where payable) \$40.01 Payable at the City Hall

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

Mortgage \$300 Held By John R. Ross of 1207 70th Avenue West
(original Mortgage \$300 and \$500 paid up.)

6. OCCUPANCY AND LEASES (If vacant so state) Self

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: To 665 E. Cordova St. Vanc.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None
2. LANDLORD'S NAME AND ADDRESS:
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
4. STATE WHEREABOUTS OF LEASE:
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

Handwritten: 665 E. Cordova St. Vanc.
Furnishings of 7 rooms. 2 Beds Living room furniture Bedroom furniture

Handwritten: 665 E. Cordova St. Vanc.
Sewing Machine (Pedal) Garden tools Gramophone, Piano *Handwritten: 7th Ave. 2nd fl. 665 E. Cordova St. Vanc.* Chesterfield.

Lumber in Garage

Handwritten: Clothing. Kitchen Store: 800
Handwritten: Store, Heater Bath tub

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None No Mortgage on personal effects.

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

None See List of Obligations7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$5.00 \$20.00 in War Savings Stamps8. BANK ACCOUNTS: None9. LIFE INSURANCE: None10. INTEREST IN ANY ESTATES OR TRUSTS: Says he has \$700 interestin property left by his brother who died 15 years ago. judgment given
Defendant
Nozaki C. L. 775 1/2 E. Georgia11. SAFETY DEPOSIT BOX: None Lawyer Kappela A. J. 375 W. 18th Ave

LIABILITIES:

1. PERSONAL DEBTS: Owing to Dr. M. Uchida 439 Powell St. \$2.00
Mr H. Miyazawa Powell River About \$100. Komura Bros. 269 Powell St. \$60.002. TRADE DEBTS: None

REMARKS:

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 17 day of March 1942.

(Signature)

M. AkagawaW. H. Thorman
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

P.D.

DATE Aug. 9/43

Our File No. 1468

Full Name AKAZAWA, Matsushiro *Dec'd*
(Surname in Block Letters)

Registration No. 06292

^V
Male - Female
(Check)

Age Dec 24, 1885

Former Address 665 E. Cordova St., City

Date Evacuated March 29/42

Naturalized - Canadian-Born - National
(Check)

Present Address Tashme, B. C.

Dec'd - Tashme 1/5/45

Widower
Married - Single
(Check)

nee
Name of Wife (IKEDA) Shizuko (Dec'd) *Nov 15, 1939*

Name of Husband - - -

nee
Name of Mother (OGAWA) Hisako (Dec'd) Name of Father Rokuhei (Dec'd)

Names of Children under 16 Yasuko (F) 27/8/25; Hisao (M) 15/5/29.

Requested by E.C.T.

Registered with Custodian Yes
(Yes or No)

Additional Information Sawmill worker. Owner of land & house at 665 E.
Cordova St., City.

REAL PROPERTY SUMMARY

JAPANESE NAME: Matsushiro AKAZAWA Reg. No. 06292 File No. 1468

CATALOGUE NO: 71

PROPERTY ADDRESS: No. 665 East Cordova Street, Vancouver, B. C.

LEGAL DESCRIPTION: ⁶⁴¹⁹ Block 52, District Lot 196, Group 1, New Westminster District, Plan 196.

TITLE: In name of Thomas Wapshott, Certificate of Title 70191-K.

ENCUMBRANCES:

- (1) 80187-H, Mortgage dated May 7th, 1930 in favor of John R. Ross (In trust filing 3116 - appointment of John R. Ross as executor of the Estate of Duncan Rowan) \$800.00 at 8%. This mortgage was extended April 28th, 1933 in the amount of \$700.00, \$25.00 payable on the 26th November 1933 and balance on 6th May 1934.
- (2) 80379-H, Right to purchase dated 14th May 1930 to Matsushiro AKAZAWA and Shizuko AKAZAWA, joint tenants, for \$1800.00, terms \$400.00 cash, purchaser to assume mortgage of \$800.00 and to pay \$600.00 in 30 consecutive monthly payments of \$20.00 each from 12th June 1943 until fully paid.
- (3) Vesting 35320 - 2nd December 1942.- interests of Matsushiro AKAZAWA and Shizuo AKAZAWA.

ASSESSED VALUE: 1942

Land	\$ 550.00	
Improvements	550.00 - \$1100.00	Taxes \$42.97

CLASSIFICATION: "The real property, known as 665 East Cordova Street, consists of a bungalow of seven rooms, a garage and one chicken house. All buildings are old, but in fair repair. This is an old part of the city of Vancouver and the house probably was erected some thirty or forty years ago. It is located close to the plant of the American Can Company and some part of its value may lie in its proximity to this and other business property."

HISTORY OF ADMINISTRATION: The property was occupied by the owner up to date of evacuation, September 9th, 1942, and was rented by Pemberton Realty Corporation, agents for the Custodian as from September 15th, 1942, at \$25.00 per month to D. White, the tenant to have the use of specified articles of furniture. Mr. White continued to occupy up to time of sale of premises, vacating on September 30th, 1943. Rental received for this period of tenancy \$312.50.

The Administration & Trust Company, representing the mortgagee, reported on the 24th December, 1942, as owing on mortgage \$300.00 on principal and on interest to 6th, November 1942, \$12.00. On account interest the Custodian paid \$24.00, and from funds to credit on 6th January, 1944, paid balance of principal with interest to date \$324.50. A discharge of mortgage dated 8th January 1944 was received from the mortgagee's agents and registered 25th January, 1944.

In proceeding to clear title and convey it was learned that Shizuko AKAZAWA, wife of Matsushiro AKAZAWA and one of the joint purchasers, had died on the 15th March 1939. A certificate of death was obtained and also a statutory declaration by Matsushiro AKAZAWA that the Shizuko AKAZAWA named in the death certificate was the Shizuko AKAZAWA named in the Agreement of Sale. These were filed in the Registry Office and the interest of the deceased in the Agreement for Sale was transmitted to the surviving purchaser, Matsushiro AKAZAWA.

We were advised by Loewen & Harvey on the 13th September 1943 that they held an executed deed from the registered owner, Thomas L. Wapshott to Matsushiro AKAZAWA and Shizuko AKAZAWA, whose interests ~~was~~ thereupon transmitted to the Custodian and conveyed by deed to the purchasers named below. Title clear of any encumbrance or alien interest passes to these purchasers.

APPRAISAL:

An appraisal of the property was made on the 27th August 1943 by Loewen & Harvey, who reported an estimated value of \$1200.00, see letter 18th November 1944.

SOLD:

To Jure Farak and Rosie Gudzey for \$1500.00 as at 3rd September 1943. Approved by Advisory Committee 1st September 1943.

TITLE:

Certificate of Title 96409-L issued in names of Jure Farak and Rosie Gudzey, joint tenants, and receipt acknowledged by Jure Farak on the 19th February 1944.

FUNDS:

Released to the credit of Matsushiro AKAZAWA - Sale of property \$1500.00 plus rentals received \$312.50, total \$1812.50; less commission on rents \$15.62, repairs \$54.50, sundries \$34.25, insurance \$7.90, taxes \$85.17, Certificate of Encumbrance \$1.00, interest on mortgage \$24.00, drafting of deed \$5.00, registration fees \$23.00, commission on sale \$75.00, total \$325.44. Net amount released \$1487.06.

DISTRIBUTION OF FUNDS:

Matsushiro AKAZAWA died at Tashme on the 1st May 1945, leaving a Will in which he named his daughter, Sashiko AKAZAWA sole beneficiary and executrix of his estate. The Will, dated 12th March 1945, was submitted for probate by R.J. McMaster, acting

Executive

OLD TITLE:

for Sashiko AKAZAWA, and Letters Probate issued July 7th, 1945, the Custodian consenting. A cheque payable to Sashiko AKAZAWA in the amount of \$988.98 was sent to Mr. McMaster on the 1st August 1945, the Custodian retaining \$160.00 for creditors, since paid *at the request of the Administrator of the Estate*.
Certificate of Title 70191-K in Land Registry Office.

The above summary is certified to be in accordance with information on file.

J. McMaster

DATED: April 11th, 1947.

IM:ic

c.b. for files 14130 and 3252.

RECEIVED
APR 21 1942

403 Royal Trust Bldg.,
Vancouver, B. C.,
April 21st, 1942.

Attention Mr. C. L. Drewry

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

Sir:-

Re - Matsushiro Akazawa, #06292

I acknowledge receipt of your letter of instructions of March 28th, 1942, together with duplicate copy of declaration form completed by M. Akazawa. I now report hereunder submitting the information required in the order requested:-

1. The real property, known as 665 East Cordova Street, consists of a bungalow of seven rooms, a garage and one chicken house. All buildings are old, but in fair repair. This is an old part of the city of Vancouver and the house probably was erected some thirty or forty years ago. It is located close to the plant of the American Can Company and some part of its value may lie in its proximity to this and other business property.
2. The legal description of the property is Lot 19, Block 52, D. L. 196, and the title is in the name of M. Akazawa, subject to a mortgage held by John R. Ross, as executor of the Estate of Duncan Rowan. The original mortgage was for \$800.00, \$500.00 of which has been paid, leaving a balance of \$300.00. The interest on the mortgage is 8% and has been paid to November 6th, 1941. The next interest date is May 6th, 1942.
3. The lot (25 foot width) situated on Cordova St. East, which is in the heart of the Japanese settlement, may, in the course of a few years, become occupied with retail stores, and Cordova Street, west of Main Street, with its proximity to the American Can Company building, may eventually be used for manufacturing purposes. It therefore gives the land a possible value, aside from purely residential purposes.
4. A list of the furniture at 665 Cordova St. East, including three pieces later sent to Mrs. B. Temple at 768 Cordova Street, is attached and marked Exhibit "A". This furniture has been examined at both addresses and found to be correct. The piano included in the original declaration was sold.
5. A Fire Insurance policy for \$1,000.00, expiring in May, 1942 on the dwelling, is held by the Mortgagee. This was issued by the Administration & Trust Company, 404 Hornby Street. The declaration in error states \$8,000. insurance instead of \$1,000.00.

6. Under the heading of Personal Debts, the following amounts are shown as owing to:

Dr. Uchida, 439 Powell Street - \$9.00
Mr. N. Miyahara, Powell River, about \$100.00
Komura Bros., 269 Powell Street - 60.00

(R) all claim

liabilities

There are no other liabilities, so far as is known.

The elder daughter pointed out that under the heading of Liabilities in the declaration there are two minor errors in spelling. The names should read Dr. Uchida and Mr. N. Miyahara, and under the heading of living children: Masuko, boy 16, should read, Yasuko, girl 16.

My informant stated that it was understood the family were at liberty to sell their furniture if they had an opportunity to do so and that they had been doing this.

In my opinion, the family should be allowed to remain where they are until they are moved, at which time consideration could be given as to what to do with any furniture then remaining.


AGENT.

LIST OF FURNITURE AND EFFECTS

M. AZAKAWA

665 Cordova Street E.

Furnishings of Seven Rooms

5 Beds

Living-Room Furniture

Bedroom Furniture

Gramophone,

✓ Heater

Bath-tub

× Garden Tools

× Lumber in garage.

× Sewing Machine, originally listed here, as well
as Chesterfield and Bureau are now at
768 Cordova Street in the house of
Mrs. B. Temple (White) who, I understand,
expects to purchase them.

p

This Indenture

made the sixth day of May
one thousand nine hundred and thirty

In pursuance of the Act respecting Short

Forms of Mortgages:

Between

State Full Name
Address and
Occupation.

THOMAS WAPSHOTT, Caterer, of 3215 Yukon Street, in
the City of Vancouver, Province of British Columbia.

(hereinafter called "the Mortgagor") of the FIRST PART
AND

State Full Name
Address and
Occupation.

JOHN R. ROSS, Sole surviving Executor of Estate of
Duncan Rowan, of 1207 - 70th Avenue, West, in the
City of Vancouver, Province of British Columbia.

(hereinafter called "the Mortgagee") of the SECOND PART

WITNESSETH that in consideration of the sum of EIGHT HUNDRED Dollars (\$ 800.00)

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, forever ALL that certain parcel or tract of land situate in the Lot Nineteen (19), in Block Fifty-two (52), District Lot One Hundred and Ninety-six (196), Group 1, New Westminster District, according to a registered map or plan of the said Sub-division deposited in the Land Registry Office at the City of Vancouver, Province of British Columbia, and numbered 196.

PROVIDED this mortgage to be void on the payment of EIGHT HUNDRED Dollars (\$ 800.00)
of lawful money of Canada, with interest at the rate of eight Per Centum (8 %) per annum, computed from
the sixth day of May 19 30 the whole thereof in gold coin of or equal to the present standard

of weight and fineness if demanded. The said principal sum to be repaid as follows:
The sum of FIFTY (\$50.00) DOLLARS on the 6th day of November, 1930.
The sum of FIFTY (\$50.00) DOLLARS on the 6th day of May, 1931.
The sum of FIFTY (\$50.00) DOLLARS on the 6th day of November, 1931.
The sum of FIFTY (\$50.00) DOLLARS on the 6th day of May, 1932.
The sum of FIFTY (\$50.00) DOLLARS on the 6th day of November, 1932.
The sum of FIVE HUNDRED AND FIFTY (\$550.00) DOLLARS on the 6th day
of May, 1933.

and interest at the rate aforesaid to become due and to be paid half-yearly on the 6th
day of May and November in each and every year until the
whole of the said principal money and interest is fully paid and satisfied, as well after as before maturity, and as well after
as before default, the first payment to be made on the 6th day of November 1930 .

And taxes and performance of Statute labour.

THE said Mortgagor covenants with the said Mortgagee that the Mortgagor will pay the mortgage money and interest and
observe the above proviso, and that the 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. And that on default the Mortgagee shall have quiet
possession of the said lands free from encumbrances.

AND the Mortgagor further covenants and agrees forthwith on the happening of any loss or damage by fire to furnish at his
expense all the necessary proofs and do all the necessary acts to enable the Mortgagee to obtain payment of the insurance
moneys.

IT IS AGREED AND DECLARED between the parties hereto that all moneys received by virtue of any policy or policies of
insurance may at the option of the Mortgagee either be forthwith applied on suspense account or in or towards substantially
rebuilding, reinstating and repairing the said premises or in or towards the payment of the last instalment of principal next
preceding in point of time of payment and so on until the whole of the principal hereunder shall be paid in case of a surplus,
then in and towards the payment of the interest.

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 encumber the said lands.

And that the said Mortgagor will insure the buildings on the said lands to the amount of not less than the principal money
hereby secured in dollars currency. But it is agreed that if and whenever such sum be greater than the insurable value of the
buildings, such insurance shall not be required to any greater extent than such insurable value and if and whenever the same
shall be less than the insurable value, the Mortgagee may require such insurance to the full insurable value. And it is further
agreed that the Mortgagee may require any insurance of the said buildings to be cancelled and a new insurance effected in
the office of any company named by him and also may of his own accord effect or maintain any insurance herein provided for,
and any amount paid by him therefor shall be forthwith payable to him with interest at the rate aforesaid by the Mortgagor
and shall be a charge upon the said lands.

AND the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands. Subject to the said proviso.

The said Mortgagor covenants with the said Mortgagee that he will keep the said lands and the buildings and improvements
thereon in good condition and repair according to the nature and description thereof respectively, and in case of neglect to do
so, or if the Mortgagor or those claiming under him commit any act of waste on the said lands or make default as to any
of the covenants or provisos herein contained, the principal hereby secured shall, at the option of the Mortgagee forthwith
become due and payable, and in default of payment the powers of sale hereby given may be exercised.

PROVIDED that the said Mortgagee on default of payment for month may on
notice enter on and lease or sell the said lands. And provided also that in case default be made in payment of either prin-
cipal or interest for three months after any payment of either falls due, the said powers of entering and leasing or selling or
any of them may be acted upon without any notice by the said Mortgagee. And also that any contract or sale made under the
said power may be varied or rescinded. And also that the said Mortgagee may buy in and resell the said lands or any part
thereof without being responsible for any loss or deficiency on resale or expense thereby incurred. Provided that such sale
may be either by public auction or private contract, and either for cash or on credit, or part cash and part credit, and at
such sale the whole or any part or parts of the said lands may be sold.

PROVIDED that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee may distrain for
arrears of principal in the same manner as if the same were arrears of interest.

PROVIDED that in default of payment of the interest hereby secured, or taxes as hereinbefore provided, the principal
secured shall become payable.

AND IT IS HEREBY AGREED between the parties hereto that the Mortgagee may pay any taxes, rates, levies, assess-
ments, charges, moneys liens, cost of suit or matters relating to liens or encumbrances on said land, or pay property, mort-
gage or income tax imposed, or that may be imposed on the Mortgagee or the Mortgagor in respect of this property or Mort-
gage or the moneys secured hereby, and solicitors' and other charges in connection with this Mortgage, and valuers' fees,
together with all costs and charges, including all solicitors' charges and commission for the collection of any overdue interest,
instalment of principal, insurance premiums, and all other moneys whatsoever payable by the Mortgagor hereunder, which
may be incurred by taking proceedings of any nature in case of default by the Mortgagor, and the amount so paid or incurred
shall be a charge on the said lands in favor of the Mortgagee and shall be payable at the time of payment of next quarter's
interest, with interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other powers
thereunto enabling, shall be forthwith exercisable.

PROVIDED that the hereinbefore mentioned notice of exercise of power of sale or lease, or either, may be effectually given either by leaving the same with a grown up person on the mortgaged premises, if occupied, or placing the same on some portion thereof, if unoccupied, or, at the option of the said Mortgagee, by publishing the same twice in some newspaper published in the country or district in which the said lands are situate, and that such notice shall be sufficient though not addressed to any person or persons by name or destination, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability; and on any sale, time for payment may be given and special conditions may be made, and the cost of any abortive sale shall become a charge upon the lands, and the Mortgagee may tack them to the mortgage debt.

PROVIDED that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell, and that the remedy of the Mortgagor shall be in damages only, and the sale under the said powers shall not be affected.

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

AND the Mortgagor hereby attorns to the Mortgagee and becomes tenant of the said lands, during the term of this mortgage at a rent equivalent to and payable at the same days and times as the payment of interest as hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payments of interest. Provided the Mortgagee may in default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and determine the tenancy hereby created without notice.

IT IS AGREED that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands, and the amount so paid shall be added to the debt hereby secured and bear interest at the same rate, and shall be forthwith payable by the Mortgagor to the Mortgagee and in default of payment the principal sum hereby secured shall become payable, and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Mortgagee satisfying any such charge or claim, either out of the money advanced on his security or otherwise, he shall be entitled to all the equities and securities of the person or persons so paid off.

AND IT IS AGREED AND DECLARED that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the mortgage money to be apportioned upon or in respect of any such parts or lots, and the Mortgagee may discharge any part or parts from time to time of the mortgaged lands for such consideration as he shall think proper, or without consideration if he sees fit; and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

AND ALSO IT IS AGREED that if the said principal or any part thereof be not paid at maturity, the Mortgagor shall not be at liberty to pay the same except upon payment of interest thereon at the rate aforesaid in full to date of payment, and a further sum equal to three months' interest thereon as aforesaid by way of bonus.

AND IT IS FURTHER AGREED that in case default be made and the mortgage moneys be recovered or payment be obtained before maturity by action or by any other remedy or means, or in case of sale, the Mortgagee may collect and retain, whether out of the proceeds of the sale or otherwise, an amount equal to three months' interest at the rate aforesaid upon the capital so recovered by way of indemnity.

AND IT IS ALSO HEREBY UNDERSTOOD AND AGREED that the said Mortgagee may by writing under the hand of any solicitor or agent authorized on its behalf, upon any default whatsoever on the part of the Mortgagor in payment of any principal sum of interest hereby secured, or in the observance of any of the covenants and conditions herein contained, appoint a receiver of the income of the mortgaged premises or any part or parts thereof, and every such receiver shall be deemed the agent of the said Mortgagor, and he shall be solely responsible for the receiver's acts or defaults and the said receiver shall have power to demand, recover and receive all the income of the property of which he may be appointed receiver by action, distress or otherwise, either in the name of the said Mortgagor or the said Mortgagee, and to give effectual receipts for the same PROVIDED that the said receiver may be removed, in which case and in the event of any receiver dying or refusing or becoming incapable of acting, a new receiver may be appointed from time to time by the said Mortgagee by writing under the hands of any authorized agent or solicitor as aforesaid.

AND IT IS FURTHER DECLARED that the receiver shall be entitled to retain out of the moneys received by him a commission of Five (5) per cent. on the gross receipts or such higher rate as any judge of any Court having jurisdiction may allow upon application to him for the purpose, and also all his disbursements in the collection of such income.

AND ALSO IT IS AGREED that neither preparation nor registration of this mortgage shall bind the Mortgagee to advance the money hereby intended to be secured.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this mortgage shall be read and held as made by and with, and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places.

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 where the context or the parties hereto so require.

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

Signed, Sealed and Delivered

IN THE PRESENCE OF

"Geo. Jackson"
404 Hornby St.,
Vancouver, B.C.
Accountant

Signature
Address and
Occupation of
Witness.

"Thomas Wapshott" (Seal)

PROVINCE OF BRITISH COLUMBIA
To Wit: }

AFFIDAVIT OF WITNESS

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.

The Vancouver Stationers, Ltd., Law Printers and Stationers, Vancouver, B. C.	Lot 19, Bk. 52, D.D. 196, Grp. 1, N.W.D., Map 196	Form No. 1	Mortgage (LONG FORM)	JOHN R. ROSS Executor Estate of Duncan Rowan	THOMAS WAPSHOTT	Dated May 6th 1930
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FOR MAKER (INCLUDING MARRIED WOMEN)

Hereby Certify that, on the _____ day of May 1930, at
the City of Vancouver, in the Province of British Columbia.
THOMAS WAPSHOTT
XXXX, 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 maker thereof, and whose name is subscribed thereto as party, 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 Vancouver in the Province of British Columbia,
this _____ day of May
in the year of our Lord, one thousand nine hundred and thirty

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.
NOTE.—Where the person making acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

Articles of Agreement

Made in duplicate the twenty-eighth day of April in the year
of our Lord one thousand nine hundred and thirty-three
BETWEEN

State Full Name,
Address and
Occupation

JOHN R. ROSS, Executor and Trustee of the Estate of
Duncan Rowan, of 1207 - 70th Avenue, West, in
the City of Vancouver, Province of British Columbia.
Hereinafter called the "Mortgagee"

AND

State Full Name,
Address and
Occupation

MATSUSHIRO AKAZAWA - and SHIZUKO AKAZAWA, Wife of the
said Matsushiro Akazawa, both of 665 Cordova Street,
East, in the City of Vancouver, Province of British
Columbia. Hereinafter called the "Mortgagor"

WHEREAS by an Indenture of Mortgage dated the sixth day of May
one thousand nine hundred and thirty the said Mortgagor did convey unto the
said Mortgagee, 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 Nineteen (19), Block Fifty-two (52) District
Lot One Hundred and Ninety-six (196), Group One (1), New Westminster
District.

according to the registered map or plan of the said sub-division deposited in the Land Registry Office at
the City of Vancouver 221 in the said Province and numbered
196

by way of Mortgage to secure repayment of the sum of
EIGHT HUNDRED Dollars (\$ 800.00) payable on
the Sixth day of May 19 33 with interest thereon
as therein mentioned, and there is still due under the said Indenture the sum of

SEVEN HUNDRED Dollars (\$ 700.00) but all interest
has been paid up to date hereof:

AND WHEREAS the said Mortgagee is the person entitled to receive the moneys secured or intended so to
be by the said Indenture of Mortgage and who is the registered owner of the said Mortgage and the said
Mortgagor is the owner of the said lands and premises hereinbefore described subject to the said Mortgage:

AND WHEREAS the Mortgagor has applied to the Mortgagee to extend the time for payment of the said sum of SEVEN HUNDRED Dollars (\$ 700.00) from the said sixth day of May 1933 to the sixth day of May 1934 which the Mortgagee has agreed to do on the terms and conditions hereinafter set forth:

NOW THESE PRESENTS WITNESS and the parties hereto do hereby mutually covenant, promise and agree each with the other as follows:

The Mortgagee will not call in the principal sum of except as hereinafter set forth SEVEN HUNDRED Dollars (\$ 700.00) secured by the said Indenture of Mortgage before the said sixth day of May 1934 provided that the Mortgagor shall punctually make the payments of interest thereon according to the terms of these presents, and shall punctually make all payments agreed to be made by the Mortgagor under the covenants on the part of the Mortgagor therein mentioned contained in the said Indenture of Mortgage save so far as the same are varied by these presents and time shall be the essence of this proviso. The Mortgagor will pay the sum of Twenty-five (\$25.00) Dollars on the sixth day of November, 1933, and will pay the balance of Six Hundred and Seventy-five (\$675.00) Dollars on the sixth day of May, 1934. The Mortgagor will pay the said sum of

Dollars (\$) on the said day of 1933 and will in the meantime pay interest thereon, or on so much thereof as shall for the time being remain unpaid at the rate of eight (8%) per cent. per annum until the said sum of SEVEN HUNDRED Dollars (\$ 700.00) shall be fully paid and satisfied.

The Mortgagor will also pay interest on overdue interest at the rate aforesaid with monthly rests.

The Mortgagor will pay interest due under the said Indenture of Mortgage, but at the rate aforesaid, by equal half-yearly payments on the sixth day of May and November in each and every year without any deduction, the first of such payments to be made on the sixth day of November 1933

THE MORTGAGOR shall have the right to pay off the said sum of

Dollars (\$) before the said day of (but not until after from the date hereof,) on any of the days appointed for payment of interest, by paying with the principal moneys then unpaid, interest at the rate aforesaid to the date of such payment together with months' interest in advance by way of a bonus for the privilege of making such payment.

THE MORTGAGOR shall be bound by and shall perform all provisos, covenants, conditions and agreements contained in the said Indenture of Mortgage and on the part of the Mortgagor therein mentioned agreed to be observed and performed, save so far as the same are altered or varied by these presents.

AND IT IS ALSO HEREBY UNDERSTOOD AND AGREED that the said Mortgagee may by writing under the hand of any solicitor or agent authorized on its behalf, upon any default whatsoever on the part of the Mortgagor in payment of any principal sum of interest hereby secured, or in the observance of any of the covenants and conditions herein contained, appoint a receiver of the income of the mortgaged premises or any part or parts thereof, and every such receiver shall be deemed the agent of the said Mortgagor, and he shall be solely responsible for the receiver's acts or defaults and the said receiver shall have power to demand, recover and receive all the income of the property of which he may be appointed receiver by action, distress or otherwise, either in the name of the said Mortgagor or the said Mortgagee, and to give effectual receipts for the said PROVIDED that the said receiver may be removed, in which case and in the event of any receiver dying or refusing or becoming incapable of acting, a new receiver may be appointed from time to time by the said Mortgagee by writing under the hands of any authorized agent or solicitor as aforesaid.

Wherever the singular or the 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 requires.)

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

Signed, Sealed and Delivered

BY THE MORTGAGEE IN THE PRESENCE OF

State Full Name,
Address and
Occupation of
Witness

"H.M. Ross"
1207 70th Ave. W.
Vancouver, B.C.

"John R. Ross" (Seal)

Signed, Sealed and Delivered

BY THE MORTGAGOR IN THE PRESENCE OF

State Full Name,
Address and
Occupation of
Witness

"Shizuo Muraki"
606 East 45th Ave.,
Vancouver, B.C.

"Matsu Shiro Akazawa" (Seal)

"Shizuko Akazawa" (Seal)

THE ATTACHED EXTENSION OF MORTGAGE IS A TRUE COPY OF THE
ONE HELD BY JOHN R. ROSS DATED APRIL 28, 1933.

NOVEMBER 23, 1942.

[Signature]
A Notary Public in and for the
Province of British Columbia

FOR MAKER (INCLUDING NAME)

I Herby Certify that, on the

day of 1942, at

, in the Province of British Columbia,
(whose identity has been proved by the evidence on
, who is) personally known to me, appeared

oath of
before me and acknowledged to me that
the maker thereof, and whose name
contents thereof, and that executed the same voluntarily, and
years.

the person mentioned in the annexed instrument as
subscribed thereto as part, that know the
of the full age of twenty-one
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at in the Province of
British Columbia, this day of
in the year of our Lord one thousand nine hundred and thirty

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

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

I Herby Certify that, on the

FOR ATTORNEY

day of

193 , at
in the Province of British Columbia
(whose identity
, who is)

has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and
that he, the said knows the contents of said
instrument, and subscribed the name of the said thereto voluntarily
as the free act and deed of the said under authority of a power of
attorney which has not been revoked.

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

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

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

Dated April 28th, 1933

JOHN R. ROSS

—AND—

MATSUMOTO AKAZAWA

SHIZUKO - and - AKAZAWA

Extension of Mortgage

Lot 19, Blk. 52, D.L. 196

Grp. 1, N.W.D., Map 196

The Clerk of the Court, at Vancouver, B. C.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

I, of the
of 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 , 1933

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

This Agreement, made in duplicate this 12th

day of May in the year of Our Lord one thousand nine hundred and ~~thirty~~ thirty

BETWEEN

THOMAS WAPSHOTT of 3215 Yukon Street, Vancouver, British Columbia

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part
AND

Matsushiro AKAZAWA, Millhand, and Shizuko AKAZAWA, Wife of
the said Matsushiro AKAZAWA, both of 665 Cordova Street,
in the City and Province aforesaid (Joint Tenants)
hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in City of Vancouver and Province of British Columbia and more particularly known and described as Lot Nineteen(19), in Block Fifty-two(52), in the Subdivision of District Lots One hundred eighty-one(181) and One hundred ninety-six(196) according to a Map or Plan deposited in the Land Registry Office at the City of Vancouver and numbered One hundred ninety-six(196)

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Eighteen Hundred (\$1800.00)----- Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Four hundred (\$400.00)-----Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

\$800.00 by herewith covenanting and agreeing to assume, pay, discharge a certain mortgage to secure repayment of the said \$800.00 and interest at 8% per annum as in the said mortgage contained - and (\$600.00 in thirty consecutive monthly payments of \$20.00 each, the first of said monthly payments of \$20.00 to be paid on the 12th day of June, 1930, and thereafter on the 12th day of each and every month until the said sum of \$600.00 has been fully paid.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Seven(7) per cent. per annum, payable quarterly on the 12th days of August, November, February, and May in each and every year.

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

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

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

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

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

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

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

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

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

**Matsushiro Akazawa and ~~Mr~~ Shizuko Akazawa,
665 Cordova Street, Vancouver, B.C.**

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

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

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

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness "H.D. Carey"
Street Address 470 Granville St.
City Vancouver, B.C.
Occupation Broker

"Thomas Wapshott"

"Matsushiro AKAZAWA"

"Shizuko AKAZAWA"

FOR ATTORNEY

I Hereby Certify that on the

day of

19

at

, in the Province of British Columbia

of

(whose identity has been proven by the evidence on oath

) who is personally known to me, appeared before me

and acknowledged to me that he is the person who subscribed the name of

to the annexed instrument as the maker thereof, that the said

is the same person mentioned in the said instrument as

the maker thereof, and is still alive to the best of his belief, and that he, the said

THE ATTACHED IS A TRUE COPY OF A COPY OF THE AGREEMENT FOR SALE OF LAND BETWEEN
THOMAS WAPSHOTT AND MATSUSHIRO AKAZAWA AND SHIZUKO AKAZAWA DATED MAY 12th, 1930.

JULY 27, 1943

*Declared before me
this 28th July 1943*

Notary Public

Lawrence

A Notary Public in and for the
Province of British Columbia

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I Hereby Certify that, on the

day of

19

at

, in the Province of British Columbia,

oath of

(whose identity has been proved by the evidence on

appeared before me and acknowledged to me that he is the

, who is) personally known to me,

of

who subscribed his name to the annexed instrument as

, and that he is the person

of the said

and affixed the seal of the

to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to carry on business in the Province of British Columbia.

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

at

in the Province of

British Columbia, this

day of

in the year of our Lord one thousand nine hundred and

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

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

PROVINCE OF BRITISH COLUMBIA
To Wit:

, of the
, in the Province of British Columbia

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.

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

Entered	May 12th	1930
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Thomas Wapshott

AND

Matsushiro AKAZAWA and
Shizuko AKAZAWA

Argument

FOR SALE OF LAND

Vancouver Bookbinders Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 77

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 is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
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 acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

[illegible]

December 21st, 1943.

REAL PROPERTY MEMORANDUM

FILE NO. 1468, 14130 & 3252
NAME: Matsushiro AKAZAWA and Shisuko AKAZAWA
CATALOGUE NO: 71
RE: 665 East Cordova Street, Vancouver, B. C.
Dwelling.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Lot 19, Block 52,
District Lot 196, Group 1, New
Westminster District, Plan 196.

Encumbrances: Title in name of Thomas Wapshott.
Right to Purchase - Matsushiro AKAZAWA
and Shisuko AKAZAWA. Amt. owing at
Sept. 30/43 - \$300.00 (to be paid off
from proceeds of sale.)

Taxes: 1943 taxes - \$41.25. Paid. No arrears.

Vested: No. 35320.

VALUATION BY APPRAISER: \$1200.00

AMOUNT OF BID: \$1500.00

APPROVED BY ADVISORY COMMITTEE: September 1, 1943.

AMOUNT RECEIVED BY CUSTODIAN: \$1500.00

NAME OF PURCHASER: Jure Farak and Rosie Gudsey

KW/W

K. W. WRIGHT

Catalogue No. 71

File No. 1468

Japanese Name:

Matsushiro AKAZAWA

(Deed)

Reg. No. 06292

Civic Address:

665 East Cordova St., Vancouver

Legal Description:

Lot 19, Blk. 52, D.L. 196, Gp. 1,
New Westminster District, Plan 196.

Classification:

Dwelling.

SOLD

Registered in the name of Thomas Wapshott, subject to a
Right to Purchase for \$1800.00, 80379 H. 14/5/30 11.42
Int. 7% to Matsushiro AKAZAWA and Shizuko AKAZAWA (Joint
Tenants) PAID IN FULL - See memo of May 19/43.

80187 H. 7/5/30 1.38 P.M. John R. Ross (In Trust filing
3116) Mortgage for \$800.00 Due 6/5/33 Int. 8% of C.14021.
PAID IN FULL. \$324.50 final payment made Jan. 4/44. Mortgage
from John R. Ross to Thomas Wapshott released Jan. 8/44.

Mrs. Shizuko AKAZAWA died March 15, 1939. Transmission from
Shizuko AKAZAWA to Matsushiro AKAZAWA ($\frac{1}{2}$ interest under
Agreement of Sale). New Deed from Thomas Wapshott to
Matsushiro AKAZAWA dated November 1st, 1943.

Sold to Jure Farak and Rosie Gudzey for \$1500.00 Cash as
at September 3, 1943.

Title delivered to Jure Farak on Feb. 19, 1944.

1944

Mar. 24th

Dec. 7th

Memo re Claims

Memo re chattels (CLOSED)

LOEWEN & HARVEY, LIMITED

FIRE, CASUALTY, BURGLARY
AUTOMOBILE, PLATE GLASS
INSURANCE
AGENTS FOR
EAGLE STAR AND BRITISH
DOMINIONS INSURANCE
COMPANY LIMITED
OF LONDON, ENGL.

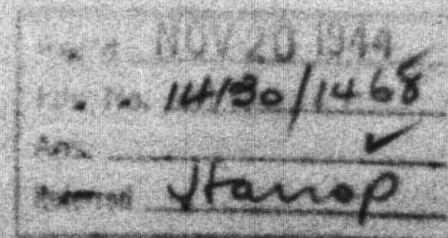
ESTATE AGENTS, INSURANCE
MORTGAGES, REAL ESTATE

TELEPHONE
MARINE 4341
CODES
A. B. C. 5TH EDITION
WESTERN UNION
CABLE ADDRESS
"LOWHAR"

751 DUNSMUIR STREET
VANCOUVER, B.C.

November 18th, 1944.

The Department of The Secretary of State,
Office of The Custodian,
(Japanese Evacuation Section)
506 Royal Bank Bldg.,
Vancouver, B.C.



Dear Sir:

Re: Catalogue No. 71, 665 East Cordova Street,
Lot 19, Block 52, District Lot 196.

The above lot is on the North side of Cordova Street adjoining the building on the 50 foot North West corner of Heatley Avenue. The lot is 25 x 122 feet and is level with both street and lane. There are cement walks to front and back entrances.

On this is a 1½ storey frame bungalow with full basement. The foundation is cement and centre posts on cement footings, but the basement floor is plank in good condition. There is no furnace, but there are laundry tubs and a Japanese bath (steam). The overall length of the foundation is 51 feet, but in width the front portion is 21 feet - the back 18 feet. Basement walls and ceiling are wood lined.

The exterior is of 6 inch drop-siding with shingle roof. The front portion of the roof is poor but the back good. Paint is in fair condition. The front verandah is glassed in at both ends. Metal eaves are in need of repair.

The ground floor contains living room with double arch to dining room, and off each of the above rooms is a bedroom. The toilet is on the back porch which is under the main roof. An extended open floor is built beyond the house and the back steps, in dangerous condition, lead from it. There is no bathroom or other plumbing. Inside entrance to the basement is through a trap door in the kitchen floor. The attic is reached through a trap door in the centre bedroom ceiling - a make shift stair being built against the wall of the room. The attic is floored and lined with "V" joint. The main floor is all plastered and in good condition.

In my opinion a fair valuation as at the date of inspection
August 27th, 1943 is \$1,200.00.

Yours faithfully,
Loewen and Harvey, Limited.

J. R. Harvey
Director.

EXHIBIT NO. 1346-2
DATE 3 June 1948
FILED BY J. W. G. Hunter

RALPH THOREAU

PLUMBING & HEATING

721 Seymour Street

Vancouver B.C.

EVACUATION SECTION

Rec'd APR 19 1943

File No.

Ans.

Ref April 16 1943

Pemberlin Realty Corp Ltd
418 Howe St.

Mr E Johnston

Dear Sir.



R 665 East Cordova.

The water supply pipes in above
houses are corroded to such an extent
that there is not enough water to flush
the plumbing fixtures.

We can install a new service from
the street into house for the sum of
Twenty Eight Dollars (\$28.00)

Yours truly
Ralph Thoreau

MEMORANDUM

January 8, 1944.

File No. 1465
14130

To: Mr. D. A. Cramer

From: George Peters

Re: Shinichi AKAZAWA - Deceased
Hisashi AKAZAWA

The enclosed cheque for \$324.50 will pay off
the mortgage on the property owned by the above Japanese.
Would you kindly exchange this for a Registered Document.

UP:AM
Enc.

70740 4130

File No. 11130, 1448 & 5852.
Catalogue No. 71.

February 4th, 1944.

MEMORANDUM

TO: Mr. G. Peters
FROM: Mr. D.A. Cramer

Shizuko AKAZAWA - Reg. No. Dec'd.
Matsushiro AKAZAWA - Reg. No. 06292.
Shizuo AKAZAWA - Reg. No. 01221.
Lot 19, Blk. 25, D.L. 196, Gp. 1, N.W.D., Plan 196,
Certificate of Vesting No. 35320.

With reference to the above property which was recorded in the Vancouver Land Registry Office, December 14th, 1943, we enclose herewith the following documents in connection therewith.

- (1) Copy of application number 94999-L dated December 14th, 1943, registering the property in the name of Matsushiro AKAZAWA (Deed), and Post Card acknowledgment dated December 23rd, 1943, from the Vancouver Land Registry Office, Number 94999-L.
- (2) Copy of application for registration of Transmission No. 40612, from Shizuko AKAZAWA to Matsushiro AKAZAWA, dated December 14th, 1943.
- (3) Duplicate of Deed dated November 1st, 1943 - Thomas Wapshott to Matsushiro AKAZAWA.
- (4) Copy of Application for Cancellation of a Charge, No. 107748, dated January 25th, 1944 - John R. Ross to Thomas Wapshott.
- (5) Copy of application number 96408-L dated January 25th, 1944, registering the property in the name of the Custodian (Transmission).
- (6) Copy of application number 96409-L dated January 25th, 1944, registering the property in the names of Jure Farak and Rosie Gudsey (Joint Tenants). (Deed)
- (7) Duplicate of Transmission dated January 17th, 1944.
- (8) Duplicate of Deed dated December 27th, 1943 - Secretary of State to Jure Farak and Rosie Gudsey (Joint Tenants).
- (9) Copy of Statutory Declaration - Matsushiro AKAZAWA re Shizuko AKAZAWA, dated December 7th, 1943.
- (10) Certificate of Death - Shizuko AKAZAWA, dated October 23rd, 1943.
- (11) Policy Imperial Insurance Company No. 450806, expiring May 6th, 1945.
- (12) Certificate of Indefeasible Title No. 96409-L dated January 31st, 1944, covering the above property in the names of Jure Farak and Rosie Gudsey, (Joint Tenants).

D.A. Cramer

DAC:ML
Encls.

Catalogue No. 71
File Nos. 14130, 1468 & 3252
665 East Cordova Street

19/25/196

Receipt of Certificate of Title No. 96409-L is by us hereby acknowledged and we agree that all adjustments and incidents in connection with the sale to me of property covered by the said Certificate have been settled.

Receipt is also acknowledged of Legal & General Assurance Society Limited Policy No. 12066 together with assignment thereof in quadruplicate, and Imperial Insurance Office policy No. 450806 together with assignment thereof in quadruplicate.

Dated at Vancouver, B. C., this 19 day of February, 1944.

Yune Dorak

To The Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:-

Re: _____

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

.....Signed

*Chattel
Removed*

NATURE OF ENCUMBRANCE Mortgage (registered) or (unregistered)

Name of Owner of Property AKAZAWA, Matsuchiro Reg. No. 06292

Address 665 E. Cordova Street, Vancouver, B.C.

Occupation Mill Wright Age 55

Registered Owner of Property Matsuchiro AKAZAWA C.T.No. 70191-K

Property:

Property Address 665 Cordova Street East Mun. Vancouver, B.C.

Legal Description Lot 19, Block 52, D.L. 196 Group 1, N.W.D. Plan 196

L.R.O. 80187-H

Nature of interest

Particulars of Encumbrance:

Date 6th May, 1930

Parties to document:

Name Thomas Wapshott Mortgagor

Address 3215 Yukon Street, Vancouver, B.C.

Name John R. Ross, sole surviving Executor of Estate of Duncan Rowan of 1207 - 70th Ave., W. Vancouver, B.C.

Address \$800.00

Principal Amount \$50.00 - 6th Nov. 1930, \$50.00 - 6th May 1931, \$50.00 - 6th Nov. 1931, \$50.00 - 6th May, 1932, \$50.00 - 6th Nov. 1932, \$550.00 - 6th May, 1933

Terms of Payment

Rate of Interest 8%

Arrears, if any: Principal \$300.00 Interest due Nov. 6, 1942 \$12.00

Balance owing as at this date \$312.00

Standing of Taxes: Arrears 1942 \$42.27 Current

Insurance:

(1) Agent Administration & Trust Co., Company Imperial Insurance Office
Policy No. 450806 Amt. \$1,000.00 Prem \$7.20 3 Yrs Exp. Date May 6th, 1945

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

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

Dated at Vancouver, B.C. this twenty-fourth day of December A.D. 1942.

CERTIFIED CORRECT:

Administration and Trust Company

(Signature)

Agents for John R. Ross,
Exr. Estate of Duncan Rowan

April 10th, 1947

--- PERSONAL PROPERTY ---

Re:- Matsushiro AKAZAWA, deceased
Reg. No. 06292

CHATELS:

See Chattel Schedule attached hereto.

It would appear that there were three declared lists of chattels including that on the J.P. form dated March 17th, 1942. However that given in a letter of Pemberton Realty dated Sept. 4, 1942 and signed by Miss S. AKAZAWA and B. White would seem to be the correct one, as it corresponds more nearly to the inventory marked "Exhibit A" attached to the Agent Mr. Geo. Winter's report of April 21, 1942 on file. One can only assume that the long list of chattels attached to the J.P. form must have been disposed of by the Japanese in some manner, prior to evacuation.

The disposition of the Sewing Machine, Chesterfield, Bureau and Piano would seem to be in their hands too, according to Mr. Winter's report. No trace of them can be found on the file.

One private sale of linoleum and ladders appears on the file and the sum of \$10.00 received was credited to the account of the Japanese.

WAR SAVINGS STAMPS

On Page 3 of AKAZAWA's registration mention is made of \$20.00 in War Savings Certificates, but no further mention is made of them on the file.

ACCOUNTS RECEIVABLE:

A list of Accounts Receivable is on file and dated April 1, 1942 as follows:-

\$1970.00 lent to Mr. Geo. H. OKUKAWA, 216 Vernon Drive Vancouver, B.C.	1924
--	------

\$700.00 lent to Mr. Isaburo NOZAKI, 775 1/2 E. Georgia Vancouver, B.C.	1924
--	------

\$40.00 lent to Mr. Kintaro KOBAYASHI, Present address unknown.	1923
--	------

\$91.76 with 8% Interest lent to Mr. K. TODA	1925
--	------

114.31 with 8% Interest lent to Mr. K. TODA (ad.unkn)	1922
---	------

114.31 with 8% Interest lent to Mr. K. WAKITA Present address unknown	1925.
--	-------

The \$700.00 debt (Mr. Isaburo NOZAKI) is in the hands of the lawyer Mr. A.J. Kappale, 376 West 18th Ave. Vancouver, B.C.

In our letter of May 31st, 1945 to Messrs. Campbell, Brazier & Fisher Solicitors for Miss AKAZAWA, the Administratrix of the Estate of Matsushiro AKAZAWA deceased, we wrote as follows:-

" We understand that this \$700.00 debt is really owing to AKAZAWA's sister, who is a resident of Japan, and that he was acting under a Power of Attorney."

File No. 1468

April 10th 1947

SUMMARY - PERSONAL PROPERTY
Accounts Receivable-continued

No action with regard to these Accounts Receivable is revealed on the file.

SPECIFIED ARTICLES: - No Cameras, radios, Fire Arms or Vessels are revealed in the registration or the file of Matsushiro AKAZAWA.

No other Personal Property of Matsushiro AKAZAWA is revealed on the file.

The above Summary is certified to be in accordance with the information on file, April 10th, 1947.

M. D. Davidson

Office of the Custodian.

NAME AKAZAWA, Matsushiro

REGISTRATION NO. 06292

FILE NO. 1468

The following chattels were sold by public
auction at 922 Powell, Vancouver ON November 25, 1943:

Chest of Drawers

\$ 1.20

Total:

\$ 1.20

Less Expenses: (Auctioneer's Fee: \$.12
(Advertising .05
(Moving .17

\$.34

Net Proceeds Credited:

\$.86

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering list No. Vancouver 6.

Remarks. *No inventory made.*

File No. 1468

November 19th, 1943.

MEMORANDUM

TO: File

FROM: Mr. Spain

Re: Matsushiro AKAZAWA

605 East Cordova Street

The undermentioned articles were offered for sale at auction but were so inferior that no bids were obtainable. Mr. Thompson, the auctioneer, suggested that they should be offered to the Red Cross or discarded, and action has been taken accordingly:-

4 Old Iron Beds
3 Old Springs.

GBS/HMS

34

NAME MAZAWA, Walsingham

REGISTRATION NO. 06292

FILE NO. 1468

The following chattels were sold by public
 auction at 222 Powell, Vancouver, B.C. on November 10, 1943.

2 Lacquer Trays	\$ 0.50
Hammer & Stone	0.50
Vase	1.50
Box	3.50
Tools, basket & Picture	0.65
Tub & Contents	1.00
Radio	0.25
Violin in case	3.00
Hammock	1.25
Hammock	1.40
Dishes stand	0.50
Gramophone	1.00
Box paint	0.70
Box & Contents	0.50
Tub & Contents	1.00
2 Stands & Sleigh	0.35
Dining Table	2.75
Trunk & Contents	2.85
2 Wooden Cabinets	0.85
Table & Iron Doller	1.75
Leather Sofa	1.00
Gas Plate	4.75
Carpot Sweeper	0.25
Piping - Odd lot	0.50
Fork & Hops	0.65
2 Shovels	0.75
3 Chairs	1.00
Total: carried forward:	\$ 34.70
Less Expenses:	\$
Net Proceeds Credited:	\$

Members of Custodian Staff Present.

Extracted from Auctioneering list No.

Remarks. No inventory made as chattels
 removed immediately preceeding
 Auction

NAME AKAZAWA, Watsushiro

REGISTRATION NO. 06292

FILE NO. 1468

The following chattels were sold by public
auction at 992 Powell, Vancouver, B.C. on November 10, 1943.

	Total Brought forwards	\$	34.70
Range			6.25
Iron Grill			0.25
Heater			4.50
Heater			5.00
4 Ladders			2.50

Total:	(Auctioneer's Fee: \$5.32	\$	53.20
Less Expenses:	(Advertising: 1.70	\$	12.20
	(Moving: 5.38		
Net Proceeds Credited:		\$	41.00

Members of Custodian Staff Present. Mr. Wills.

Extracted from Auctioneering list No. Vancouver 5.

Remarks.

File Nos. 1468
1242
1439

October 27th, 1941.

MEMORANDUM

TO: File

FROM: Mr. Spain

Re: 665 East Hastings Street

In making preparations for the removal of the chattels from the above property, it was noted that some items, owing to their nature, did not justify cartage.

Linoleum in two rooms
Ladders.

Mr. Jure Parak, buyer of the property, offered to buy these articles and Messrs D. A. Smith and G. B. Spain estimated their present value at \$10.00 which price was accepted by Mr. Parak.

The linoleum in the kitchen was perished, and that in the reception hall in only a slightly better condition.

GBS/HMS



NAME ATKINS, Edmund (Deceased)

REGISTRATION NO. 06292

FILE NO. 146

The following chattels were sold by public

auction at Vancouver, B. C. on December 14th, 1945.

Trunk

\$ 2.75

Total

\$ 2.75

Less Expenses: (Auctioneer's Fee \$.25
(Advertising .14
(Moving .20

\$.62

Net Proceeds Credited:

\$ 2.13

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 57

Remarks.

File No. 1468

CHATTLE SCHEDULE

Re: - Wintshire AKAZANA
Ex. No. 06292

Declared.	Sold at Auction	Abandoned
-----------	-----------------	-----------

J.P. form Mar. 17/42

Furnishings of 7 rooms.

5 beds

Living-room furniture

Bed-room furniture

Sewing Machine (Pedal) x

Garden tools

Gramophone

Piano x

Chesterfield x

Lumber in Garage

Clothing

Kitchen stove

Gas stove

Heater

Bath tub

Van. 5. Nov. 10/43

Van. 5 Nov. 10/43

Van. 5 Nov. 10/43

4 beds, 3 springs

1 closet, 1 cupboard,

1 table

1 wood box

1 shoe box

1 wheelbarrow

~~xxxxxxxxxxxxxxxxxxxx~~

x See Mr. Winter's report on
file dated Apr 21/42

also long list
attached to J.P. form
which cannot be reconciled
with Auction sheets.

Later a letter written by
Fenberton's and signed by
Miss S. AKAZANA gives the
following: Sept. 4, 1942.

(to be left for use of tenant)

Closet

line carpet

Bedstead

spring

Mattress

Closet,

Closet

Carpet

Heater

Wood Box

Platform for Heater

Table

Prv. sale Oct. 26/43

Prv. sale Oct. 26/43

Van. 5. Nov. 10/43

" " "

" " "

see above Mr. Spall's memo of
" " Dec. 7/44.

M. D. D. Anderson

Declared.	Sold at Auction	Abandoned	Remarks
Wall protector			
Carpet			
Gas stove	Van. 5 Nov. 10/43		
Range wood box	" "		
Shoe box	" "		
Table	" "		
Cupboard			
Chairs	(3) Van. 5. Nov. 10/43		
Oblong Hardwood table			
Linoleum carpet			
Wheelbarrow			
to be stored by			
<u>Custodian</u>			
1 Holy Bible			
Dining-room table			
1 Single Mattress & bedstead		as above Mr. Spain's memo	
Spring		Nov. 19/43	
1 $\frac{1}{2}$ bedstead and spring		" "	
violin and case	Van. 5 Nov. 10/43		
2 trunks	(1) Van. 57. Dec. 14/45		
one box trays	Van. 5. Nov. 10/43		
couch	" "		
Water Hose	" "		
2 cans turpentine			
1 can special green	Van. 5. Nov. 10/43		
2 cans of outside White	" "		
1 can Gray	" "		
to be left in house as			
<u>of little value</u>			
2 Cabinets (pretty old)	Van. 5. Nov. 10/43		
use	" "		
Wooden hammers etc.	" "		
2 stepladders	(4) " "		
coal bin			
4 bundles of shingles			
Blinds			
Axe handles	Van. 5. Nov. 10/43		
Shovels	" "		
Kettle			

In a letter dated Feb. 16/44
AKAZAWA reveals the possibility
of there being chattels belonging
to friends left at 665 E. Cordova
St.

M. D. N. D. andrew

File No. 1468

- 3 -

CHATEL MURKIN

Declared.	Sold at Auction	Also sold at auction but not declared in list.
Vase	Van. 5. Nov. 10/43	Tools, basket
radio	" " "	Picture
junk		2 Tub & contents
table trunk		Bamboo stand
stove	Van. 5. Nov. 10/43	Chest of drawers
auto jacks		2 stands & sleigh
pipe	" " "	Pail & contents
threader pipe	" " "	Iron boiler
Tar paper		Carpet sweeper
logger's saw		Fork & mops
hammocks etc.	" " "	Iron grill

M. D. N. Davidson

1468
Cónsul

LIABILITY SUMMARY

Matsushiro AKAZAWA Reg. No. 06292 (Deceased) - File No. 1468
Shinuko AKAZAWA (Deceased)

Matsushiro Akazawa declared personal debts as follows:

1. Dr. M. Uchida \$9.00. There is no correspondence on file in regard to this. There is a notation and a memo of it, "Withdrawn."

2. H. Miyahara \$100.00. This was an unsecured loan and being acknowledged, and being substantiated by affidavit of creditor, the amount was transferred to Miyahara's credit November 2nd, 1945.

3. Kumura Bros. Ltd. \$60.00. P.S. Ross & Sons, as liquidators of this firm, were asked on August 2nd, 1945, re this debt. They replied October 16th, 1945, that the records of the firm did not include this item, which had been, apparently written off. As the debt was acknowledged by Akazawa it was, however, paid by cheque payable to Kumura Bros. Ltd. on October 17th, 1945.

Other claims filed with the Custodian subsequent to examination were:-

B. L. Codd, a loan of \$100.00, confirmed by B.C. Securities Commission April 10th, 1945 was paid April 11th, 1945.

Filed March 13th, 1945, Dr. G.E. Seldon \$5.00 and Dr. J.C. Thomas \$5.00. These were debts incurred at Tashco, confirmed by the Securities Commission March 13th, 1945, and were paid March 14th, 1945.

There is no record on file of any claim against Shinuko AKAZAWA.

The above summary is certified to be in accordance with the information on file.



DATED: April 10th, 1947.

File

Administration and Trust Company

British Columbia Division

Executors, Administrators,

Trustees

Financial Agents

Real Estate

Insurance

Fire, Casualty, Automobile

Life, Glass, Bonds

General Agents

The Liverpool & Manchester Assurance Company

The General Security Ins. Co. of Canada

Credit Foncier Building

404 Hornby Street

Vancouver, B.C.

November 18th, 1942.

1468

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
VANCOUVER, B.C.

Attention Mr. D.A. Cramer
File No. G/62

Dear Sir:

re Mortgage Matsushiro Akazawa P.L. 548
Lot 19, Bk. 52, D.L. 196

Enclosed we beg to hand you our copy of Mortgage from Thomas Wapshott to John R. Ross, Executor of the Estate of Duncan Rowan, together with Copy of Extension Agreement to Matsushiro Akazawa and Shizuko Akazawa, the purchasers who assumed the Mortgage. We understand the latter party is deceased.

Blank Forms are attached for the convenience of making your copies.

The present standing of this Mortgage is as follows:-

Principal \$300.00
Interest @ 8% paid to May 6th, 1942
Fire Insurance - \$1,000.00 on dwelling
expiring May 6th, 1945.

Yours truly,

ADMINISTRATION & TRUST COMPANY

Per. *S. Jackson*

J.

AKAZAWA Matsushiro. No. 06292.

Monies owing to M. Akazawa.

	<u>Year.</u>
\$1970.00. lent to Mr. George M. Okukawa, 216, Vernon Drive, Vancouver, B.C.	1924.
700.00. lent to Mr. Isaburo Mozaki, 775 1/2 East Georgia, Vancouver, B.C.	1924.
40.00. lent to Mr. Kintaro Kobayashi, Present Address Unknown.	1923.
91.76 with 8% Interest lent to Mr. K. Toda ? 743 Pender St over 2000	1925.
114.31 with 8% Interest lent to Mr. K. Toda Present Address Unknown.	1922.
114.31 with 8% Interest lent to Mr. K. Wakita Present Address Unknown.	1925.

A.B. The \$700 Debt (Mr. Isaburo Mozaki) is in the hands of the
lawyer, Mr. A. J. Kappeler,

376. West, 18th Avenue,
Vancouver, B.C.

april 1/42

6822
1468

May 7th, 1943.

Mr. Matsushiro AKAZAWA,
Registration No. 06292,
Tashme, B. C.

Dear Sir:

Re: Narutaro OKUKAWA
Registration No. 02124

With reference to the claim amounting to \$1,970.00 which you lodged with the Custodian against the above named.

We wrote to him about your claim and he replied as follows:-

"I have duly received yours of the 21st ult. in regard of the above named claim amounting to \$1,970.00 against me. Some twenty five or six years ago I have built a gas boat named "Cecil" with companionship the above named elder brother who died about twenty years ago, and on account of business disaster our companionship had broke.

"I gave a promissory note to the deceased widow under the condition if I have succeeded in my business I will pay out the note amount to her but thence I have been broken myself, therefore she never claim to me since.

"About 8 years ago the claimant came to me with that note, and I told him I don't owe him any money at all and in the meantime that note has eliminated law term already, therefore, I have no duty to pay any.

"I wish you will leave the case alone, I will fix up myself between him past war when I have chance to see him."

As this claim is outlawed we cannot do anything more about it.

14330
1468
3252

1468

October 26th, 1943.

A. C. Campbell, Esq.,
Assessor & Collector of Probate &
Succession Duties,
Parliament Buildings,
Victoria, B. C.

Dear Sir:

Estate Shisuko AKAZAWA

With reference to our letter of the 14th and
your reply of the 15th, re the above Estate.

The late Mrs. Shisuko AKAZAWA died on March
15th, 1939. A copy of the Certificate of Death number
1404-554 is enclosed herewith.

On the 12th of May 1930, Thomas Hapshott sold
to Matsushiro AKAZAWA, Millhand, and Shisuko AKAZAWA,
his wife, as Joint Tenants, Lot 19, Block 52, S.D.181,
Plan 196, N.W.D., City of Vancouver, B. C., for the
sum of \$1800.00, against which there was a Mortgage to
John R. Ross, Executor of the Estate of Duncan Rowan,
for \$800.00. So far as we can learn, that piece of
property comprised the whole of her Estate - the assessed
value of which is: Land value \$550.00, Improvements
\$550.00 - Total \$1100.00. Valuation by appraiser \$1200.00.
We have sold this for \$1500.00. After deducting the
balance of the Mortgage vis \$300.00, which leaves \$1200.00.
Half interest in same is \$600.00.

Trusting that the foregoing information is suf-
ficient for you to issue a succession duties certificate.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner.

DAC:JS

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER CANADA

September 4, 1942

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 11 1942

Dept. of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Re: S. AKAZAWA, File #1468
Registration #06292

Dear Sirs:

Miss Akazawa was in the office and expects that they will very shortly be evacuated. There is a Mr. D. White, an enlisted man, wanting to rent their house partly furnished; that is, including the following furniture, copy of which we have, signed by Mr. D. White and Miss S. Akazawa:-

Front Bedroom - Closet, Carpet.
Back Bedroom - Bedstead, Spring, Mattress, Closet.
Upstairs - Closet.
Dining Room - Carpet, heater, wood box, platform
for heater, table, wall protector.
Kitchen - Carpet, gas stove, Range, Wood box,
Shoe box, Table, Cupboard, Chairs.
Small Room - Oblong hardwood table, Carpet.
Basement - Wheelbarrow.

The following items Miss Akazawa would like placed in storage:-

1 Holy Bible
Dining Room Table
1 Single Mattress & Bedstead, Spring
1 $\frac{3}{4}$ Bedstead and Spring
Violin and case
2 Trunks, one box of trays, couch, (Water hose)
2 cans of Turpentine
1 can of Special Green
2 cans of Outside White
1 can of Grey

Moved to
basement
with things
over
(date 10-7-42)

Pemberton Realty Corporation Limited

Dept. of the Secretary of State - 2.

September 4, 1942.

The third list, as follows, are items that Miss Akazawa would like left in the basement and that they will assume their own responsibility for, as they do not place much value on them:-

- 2 cabinets (pretty old)
Usu and wooden hammers, etc.
2 step ladders x
coal bin
4 bundles of shingles
Blinds, Axe handles, shovels, kettle, vase,
radio, junk, table, trunk, stove, auto jacks,
pipe, threader pipe, tar paper, logger's saw,
hammocks, etc.

*In locked
room - not
checked - tenant -
must not disturb*

We are asking Miss Akazawa to sign this letter as an acknowledgment that these are her wishes.

Yours very truly,

PEMBERTON REALTY CORPORATION LIMITED,

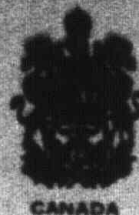
J. Walker

Rental Department, Manager.

JGW:BC

S. Akazawa
N. White.

DEPARTMENT OF
LABOUR



CANADA

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
Vancouver, B. C.
November 18th 1943.

Dept of Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

1468
14130

EVACUATION SECTION	
Rec'd	NOV 19 1943
File No.	1468 & 14130
Ans.	
Referred	

Dear Sir,

Re Shizuko AKAZAWA deceased
Matsushiro AKAZAWA #06292

With reference to your letter of the 13th inst., regarding the above, the writer interviewed Mr Akazawa on the 15th inst., at Tashme but was unable to obtain his signature on the Statutory Declaration and the death certificate. However, with the knowledge available to the writer that Shizuko Akazawa died on March 15th 1939, that she was his wife, and his partner in the purchase of the property in question, the writer is convinced that Mr Akazawa refused to sign the documents as he feels that by doing so his property will not be sold. The writer informed him that the Custodian had power to sell and furthermore if such power were exercised that he (Akazawa) could not have access to any of the funds until these documents were completed.

May we suggest that if you were to write him at 824 8th Avenue, Tashme conveying the foregoing there is a great probability that he would complete the documents without further delay.

He wishes information also regarding the judgment he holds for \$2000.00 against one I Nozaki of Blind Bay, B. C. which judgment expires within the next few months. He claims that his lawyer a Mr Kapalle?, who has his office in the Dominion Bank Building, will do nothing for him in this regard.

The documents are returned herewith.

Yours truly,

M.L. Brown

M.L. Brown
Office Manager.

B/MS
encs

14130
1468

February 23, 1944.

Mr. Matsushiro AKAZAWA,
Registration No. 06292,
824 - 8th Avenue,
TASHME, B. C.

Dear Sir:

In reply to your letter of the 16th instant we would advise you that chattels were removed from 665 East Cordova Street and were sold at public auction on November 25th, 1943, with the exception of 1 trunk which was found to contain books and purely personal belongings which we have stored in our warehouse.

Yours truly,

Geo. B. Spain,
Protection Department

GBS:JS

File No. 1468

MEMORANDUM

To: Mr. Green

November 10th, 1944

From: Mr. Wilson

Re: Matsushiro AKAZAWA
Catalogue No. 71,
665 E. Cordova St.

Under date of September 4th, 1942 the Pemberton Realty Corporation Ltd. declared articles which were rented with the house and signed for by the tenant, Gar. D. White. It appears that Mr. White left the premises in a hurry and the chattels on the property were moved to storage, but there is no record of what was sent, but there is a list of articles sold by auction.

It seems to me that when chattels are removed from a house the original inventory should be taken along and checked with the goods removed.

It is practically impossible to check the articles, which were declared as being in the house, with your auction list.

GDW/GH



has in kitchen, hall, and Caddis etc to be sent
to be sold & 3 spring detached 19-11-43.
Spence with G.B.S.

March 28, 1945

Mr. Matsushiro AKAZAWA,
Reg. No. 06292,
Tashme, B. C.

Dear Sir:

Enclosed find statement of your chattels
which were sold at auction.

The following articles were abandoned as
they did not warrant the expense of moving:

- 1 Closet
- 1 Cupboard
- 1 Table
- 1 Wood Box
- 1 Shoe Box
- 1 Wheelbarrow

Will you please confirm that this takes
care of all your chattels in the Protected Area.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Enc.

1468 & 9627

May 31st, 1945.

Messrs. Campbell, Brazier & Fisher,
Barristers & Solicitors,
675 West Hastings Street,
Vancouver, B.C.

Dear Sirs:-

Re:- Matsushiro AKAZAWA, Deceased

As requested by you on behalf of Miss Sachiko AKAZAWA, Administratrix of the above Estate, we beg to advise that we are holding to the credit of this Estate the sum of \$988.98 representing the liquidation of its real estate and chattels.

In the late Mr. AKAZAWA's declaration to us he stated that he owed the following amounts:-

H. Miyahara - (about) \$100.00
Komuro Bros. - 60.00

We have written to him repeatedly but he has never advised us that he had made settlement direct, or if the accounts were still outstanding.

He also stated that the following amounts, which are long past due, are owing to him:-

	Year
\$1970.00 lent to Mr. George N. Okukawa, 216 Vernon Drive Vancouver, B.C.	1924
\$ 700.00 lent to Mr. Isaburo Nozaki, 775 1/2 East Georgia, Vancouver, B.C.	1924
\$ 40.00 lent to Mr. Kintaro Kobayashi, Present address unknown.	1923
\$ 91.76 with 8% Interest Lent to Mr. K. Toda " " "	1925
\$ 114.31 with 8% Interest lent to Mr. K. Toda " " "	1922
\$ 114.31 with 8% Interest lent to Mr. K. Wakita " " "	1925

N.B. The \$700.00 Debt(Mr. Isaburo Nozaki) is in the hands of the lawyer, Mr. A.J. Kappeler, 376 West 18th Avenue, Vancouver, B.C.

We understand that this \$700.00 debt is really owing to AKAZAWA's sister, who is a resident of Japan, and that he was acting under a Power of Attorney.

Yours truly,

G.D. Wilson,
Administration Department.

GDM/DD.

DEPARTMENT OF FINANCE
Province of British Columbia
Office of the Deputy Minister
Victoria, B. C.

1st June, 1945.

File #85.07

Messrs. Campbell, Brazier & Fisher
Barristers and Solicitors,
675 West Hastings Street,
Vancouver, B. C.

Dear Sirs:-

Estate of Matsushiro Akazawa, deceased.

I have for acknowledgment your letter of the 31st ultimo, advising that the above-named Japanese National died at Tashme, B. C. a few weeks ago leaving a Will in which he appointed his daughter, Sashiko Akazawa as Executrix, and the daughter is Canadian born.

It is noted that so far as you have been able to ascertain the whole estate consists of moneys in the hands of the Custodian of Japanese property in the neighborhood of \$850.00 or \$900.00, and that Counsel for the Custodian has indicated that the Custodian would not object to the appointment.

It has been the practice in respect of estates of Japanese Nationals to limit the issuance of the licence of the Crown to Official Administrators. If, however, you are prepared to file the consent of the Custodian to the appointment of the daughter of the deceased as Executrix, the application will receive favourable consideration.

Yours truly,

"H. Neville Wright"

Deputy Minister of Finance.

HNW:AF

Campbell, Brazier and Fisher

Barristers and Solicitors

A. T. R. CAMPBELL

C. W. BRAZIER

A. W. FISHER

R. J. McMASTER

OUR FILE NO. 1017

ENEMY SECTION

Rec'd

JUN 4 1945

File No.

675 WEST HASTINGS STREET

Ans'd

VANCOUVER, B.C.

Refer'd

June 2, 1945.

Custodian of Japanese Property,
675 West Hastings St.,
Vancouver, B. C.

Att'n: Mr. Wright.

Dear Sir:-

Re: Estate of Matsushiro Akazawa
Your files 9627 & 1468.

Pursuant to our discussions in this matter a few days past, we communicated with the Minister of Finance to seek permission for Grant of Letters Probate to issue to the deceased's daughter, Sashiko Akazawa, named in his Will as Executrix. We have received a reply, copy of which we enclose and which is self explanatory.

Accordingly we are hereby applying to the Custodian for his consent to the appointment of the said daughter as Executrix of the said estate.

Yours truly,

CAMPBELL, BRAZIER & FISHER

Per

R. McMaster

RJM/M
Encl.

Not valid until signed by
the Inspector or his
Authorized Officer

For use in Non-Dutiable Estates
only

S. D. 9A

DOMINION OF CANADA

Serial No. 50826

S U C C E S S I O N D U T Y A C T

July 18, 1945

Certificate of Discharge
and Consent to the Transfer of Property

FOR NON-DUTIABLE ESTATES

In the Matter of the Estate of MATSUSHIRO AKAZAWA
TASHME, B. C.

Who Died on May 1st, 1945

THIS IS TO CERTIFY:

That the estate of the above person has been
determined as not subject to Dominion Succession Duties
and consequently, all property of the deceased may
be transferred by any person having power to make
transfers thereof.

The Executor is hereby authorized to issue
and certify under his own hand copies of this certificate
of discharge quoting particularly therein the exact name
of the estate as used on the form and its serial
number, and the same may be accepted for purposes of
making transfers by any person having power to make
transfers of the property standing in the name of the
deceased person.

ISSUED TO: Sashiko Akazawa

IN THE CAPACITY OF: Executrix of the Estate.

Issued from the office of the

Inspector of Succession Duties at Vancouver, B. C.

By "H. K. Burnett"
 An Authorized Officer

"C. Fraser Elliott"
Commissioner of Succession Duties

This Certificate shall not discharge any person liable for duty
in case of fraud or failure to disclose material facts.

The Government of the Province of British Columbia

Assessment No.
File No. 2769/45
Date Grant Issued: July 7th, 1945
Date of Death: May 1st, 1945

PROBATE DUTY AND SUCCESSION DUTY ACTS.

IN THE MATTER OF THE ESTATE OF MATSUSHIRO AKAZAWA, DECEASED.

Statement of Probate and Succession Duties as determined
pursuant to the provisions of the said Acts.

Net value of estate, \$863.00

Net value of the Estate as previously assessed	\$828.98
Add War Savings Certificates as per Corrective	
Affidavit	34.02
	<u>\$863.00</u>

PROBATE DUTY NIL

SUCCESSION DUTY NIL

(REVISED ASSESSMENT)

Messrs. Campbell, Brazier, Fisher & McMaster,
Barristers,
575 W. Hastings Street,
Vancouver, B. C.

PM

Vancouver, B. C.

Authorized Representative of the
Minister of Finance.

Victoria, B. C., July 16th, 1945

(All payments to be made in Victoria, B. C., funds to the
Minister of Finance.)

N.B.-By section 5 of the "Probate Duty Act," probate duty is due and payable at the date of the grant or resealing of the probate or letters of administration, and if not so paid within six months, interest thereon shall be charged at the rate of four and one-half per centum per annum from the date of the grant or resealing to date of payment.

By sections 11 and 19 of the "Succession Duty Act," succession duty is due and payable at the death of the deceased (except in the case of future or contingent estates, incomes, or interests, in which case it is payable when such estate, income, or interest come into possession, but may be paid sooner), and if not paid within six months from the death of the deceased, interest thereon shall be charged at the rate of six per centum per annum from the date of death up to June 1st, 1936, and thereafter at the rate of four and one-half per centum per annum to date of payment.

Notice under the "Probate Duty Act" and the Succession Duty Act."

A fee of one dollar shall be payable in respect of every certificate granted by the Minister under either of the above Acts; provided, however, that there shall be payable in addition a fee of fifty cents for each folio or part of a folio by which the certificate exceeds two folios.

IN THE SUPREME COURT OF BRITISH COLUMBIA

Form A.

B. C. L. S.

IN PROBATE

33302

\$2.00

VANCOUVER

Registry

VANCOUVER
July 7, 1945
REGISTRY

BE IT KNOWN that on the Sixth day of July, in the year of our Lord one thousand nine hundred and forty-five, the last Will and Testament (a copy whereof is hereunto annexed) of MATSUSHIRO AKAZAWA late of Taskme, in the Province of British Columbia deceased, who died at Taskme aforesaid on or about the 1st day of May, 1945 was exhibited, read, and proved before a Judge of the Supreme Court of British Columbia, and administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted to SASHIKO AKAZAWA, of Taskme, in the Province of British Columbia the sole Executrix in the said Will named, upon consent of the Custodian of Enemy Alien Property and upon consent of the Minister of Finance for the Province of British Columbia.

THE SUPREME
COURT OF
BRITISH
COLUMBIA

VANCOUVER
JULY 7, 1945
REGISTRY

Given under the Seal of the said Court, this 7th day of July, A. D. 1945

"A. L. Rodway"
Dep. District Registrar.

Extracted by Messrs. Campbell, Brazier, Fisher & McMaster,
Solicitors

Estate sworn under

Probate Duty

Succession Duty

This Grant is made upon the condition that no portion of the assets shall be distributed or paid during the War to any beneficiary or creditor who is a National of the German Reich or Italy wherever resident, or to any one on his behalf or to or on behalf of any person resident in the German Reich or Italy of whatever nationality, or to or on behalf of any subject or citizen of any country at war with His Majesty, without the express sanction of the Crown acting through the Minister of Finance; and if any distribution or payment is made contrary to this condition the grant of probate or letters of administration will be forthwith revoked.

THIS IS THE LAST WILL AND TESTAMENT OF ME
MATSUSHIRO AKAZAWA, Presently of Tashme in the Province
of British Columbia.

I HEREBY REVOKE all former Wills and other
Testamentary dispositions by me at any time heretofore
made and declare this only to be and to contain my last
Will and Testament.

I DIRECT my Executrix to pay all my just
debts, Funeral and testamentary expenses as soon after
my decease as is conveniently possible.

I HEREBY APPOINT my daughter, SASHIKO AKAZAWA
presently of Tashme, British Columbia, to be the sole
Executrix of this my Will.

IN AS MUCH as my said daughter Sashiko
Akazawa has lived with me and taken care of me in my
illness, I GIVE, DEVISE AND BEQUEATH unto my said daughter
Sashiko Akazawa all of my estate both real and personal
of whatsoever nature and kind and wheresoever situate to
hold unto her, her heirs, executors and administrators
for her sole and only use and benefit absolutely and
forever.

IN THE EVENT of my said daughter predeceasing
me or dying within fifteen days of the date of my death, I
hereby appoint my son HISAO AKAZAWA, presently of Tashme,
British Columbia, to be the Executor of this my Will,
PROVIDED however that if my said son has not attained the
age of twenty-one years at the date of my death, then my
son TAKEO AKAZAWA shall be the sole Executor of this my
Will and the guardian of my infant child Hisao Akazawa.

IN THE EVENT of my said daughter predeceasing
me or dying within fifteen days of my death I GIVE, DEVISE

THE SUPREME
COURT OF
BRITISH
COLUMBIA

VANCOUVER
JULY 7, 1945
REGISTRY

This is the document referred to
as Exhibit "A" in the affidavit
of Florence F. Taylor sworn
before me at Vancouver, B.C. this
12th day of March, A. D. 1945

R. J. McMASTER
A Commissioner, etc.

- 2 -

AND BEQUEATH unto my said son Hisao Akazawa all of my
estate both real and personal of whatsoever nature and
kind and wheresoever situate to hold unto him, his heirs,
executors and administrators for his sole and only use
and benefit absolutely and forever; PROVIDED however
that if at the date that this provision of my will comes
into effect, if at all, my said son Hisao Akazawa has
not attained the age of twenty-one years I GIVE, DEVISE
AND BEQUEATH the whole of my said Estate unto Takeo
Akazawa, IN TRUST, for the following purposes, that is
to say: to stand possessed of my said estate for the
maintenance and benefit of my said son Hisao Akazawa
and to use the income and corpus of the said estate for
his maintenance and benefit, and upon my said son Hisao
Akazawa attaining the age of twenty-one years to pay over
to him the balance of my said estate.

IN WITNESS WHEREOF I have hereunto set my
hand at the City of Vancouver in the Province of British
Columbia this 12th day of March, A. D. 1945.

SIGNED, PUBLISHED AND DECLARED by
MATSUSHIRO AKAZAWA, the Testator here-
in as and for his last will and Test-
ament, having first been truly in-
terpreted and read to him in the
Japanese language by Florence
Taylor and he appearing to
fully understand the same, and both of
us understanding the said Japanese
language, in the presence of us both
present at the same time who, at his
request, in his presence and in the
presence of each other, have hereunto
subscribed our names as witnesses:

Florence F. Taylor
Married Woman
427 Powell Street
Vancouver, B. C.

Margaret Codd
430 East Cordova St.
Vancouver, B. C.
Married Woman

M. AKAZAWA

This is the document
referred to as
Exhibit "A" in the
affidavit of
Margaret Codd sworn
before me at
Vancouver, B.C. this
12th day of March
A. D. 1945

R. J. McMASTER
A Commissioner, et

THE SUPREME
COURT OF
BRITISH
COLUMBIA

VANCOUVER

JULY 7, 1945

REGISTRY

AFFIDAVIT OF INTERPRETER AND WITNESS

I, FLORENCE F. TAYLOR of 427 Powell St. in the City of Vancouver in the Province of British Columbia, married woman, MAKE OATH AND SAY:

1. THAT I am fully conversant with both the Japanese and English languages.

2. THAT now produced and shown to me and marked Exhibit "A" to this my affidavit is the last will and Testament of Matsushiro Akazawa, signed, published and declared by him in my presence on the 12th day of March, A. D. 1945.

3. THAT immediately prior to the said Testator signing the said last will and Testament, and in the presence of Margaret Codd, the other witness to the said last will and Testament I fully and truly interpreted the said last Will and Testament to the said Testator from the English into the Japanese language and that he appeared to fully understand the same and that he signed the same in my presence and in the presence of the said Margaret Codd intending the said document to constitute his last Will and Testament and that he requested the said Margaret Codd and myself to sign the same as witnesses, which we did, in his presence and in the presence of each other, all being present at the same time.

The Supreme
Court of
British Columbia

Vancouver

July 7, 1945

Registry

A. L. R.

SWORN before me at the City
of Vancouver, in the Province
of British Columbia this 12th
day of March, A. D. 1945

Florence F. Taylor

R. J. McMaster

A Commissioner for taking affi-
davits within British Columbia.

THE GOVERNMENT OF THE PROVINCE OF BRITISH COLUMBIA

VITAL STATISTICS ACT

1404-554

CERTIFICATE OF DEATH

THIS IS TO CERTIFY that the following particulars of Death are on record in the Office of the Division of Vital Statistics:-

Name of Deceased.....SHIZUKO AKAZAWA.....
Date of Death.....MARCH 15TH, 1939.....Sex.....FEMALE.....
Place of Death.....VANCOUVER GENERAL HOSPITAL, VANCOUVER, B. C.....
Date of Birth.....AUGUST 28, 1896.....Age.....42 YRS. 6 MOS. 15 DYS.....
Place of Birth.....JAPAN.....
Residence.....665 CORDOVA ST., VANCOUVER, B. C.....
Occupation.....HOUSEWIFE.....Condition.....MARRIED.....
Name of Father.....CHIYOTA IKEDA.....
Maiden Name of Mother.....SANO FUJII.....
Cause of Death.....CEREBRAL HAEMORAGE, HYPERTENSION & MYOCARDIAL DISEASE.....
Contributory.....
Doctor in attendance at Death.....M. UCHIDA, M. D.....
Name of Undertaker.....ARMSTRONG & CO., 304 DUNLEVY AVE., VANCOUVER, B. C.....

Marginal notations:-

This is Exhibit 'A' referred to in the Statutory Declaration made by Matsushiro AKAZAWA.

"MATSUSHIRO AKAZAWA"

Given under my hand at Victoria,
B. C., this

23RDday of.....OCTOBER,

1943.....

(Seal)

"Percy W. Weston"

"J. Marshall"

Director of Vital Statistics

The fee for this certificate
is 50 cents.

24548

ANALYSIS OF REAL PROPERTY CLAIM

FILE NO.: 1468

CATALOGUE NO.: 71

CLAIMANT: Sachiko MIYAMOTO (nee Akazawa) Executrix and Sole Heir
of the Estate of Matsushiro AKAZAWA, Deceased.

PROPERTY ADDRESS: 665 East Cordova Street, Vancouver, B. C.

LEGAL DESCRIPTION: Lot 19, Block 52, District Lot 196, Group 1,
New Westminster District, Plan 196.

DETAILS OF CLAIM:	Land and Buildings	\$4500.00
	Less Custodian sale price	1500.00

	Loss Claimed	\$3000.00
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TITLE: In the name of Thomas Wapshott, Certificate of Title 70191-K

- ENCUMBRANCES: (1) 80187-H - Mortgage dated May 7, 1930 in favour of John R. Ross (Trust Filing 3116 - appointment of John R. Ross as executor of the Estate of Duncan Rowan) \$800.00 at 8%. This mortgage was extended April 28, 1933 in the amount of \$700.00, \$25.00 payable on the 26th of November 1933 and the balance May 6, 1934.
- (2) 80379-H - Right to purchase dated May 14, 1930 to Matsushiro AKAZAWA and Shizuko AKAZAWA, joint tenants, for the sum of \$1800.00, terms \$400.00 cash, purchaser to assume mortgage of \$800.00 and to pay \$600.00 in 30 consecutive monthly payments of \$20.00 each from June 12, 1943 until fully paid.
- (3) Vesting 35320 - December 2, 1942 - interest of Matsushiro AKAZAWA and Shizuo AKAZAWA.

ASSESSED VALUE:

1942		
Land	\$ 550.00	
Improvements	550.00	
	1100.00	Taxes \$42.97

ADMINISTRATION:

The property was occupied by the owner up to date of evacuation, September 9, 1942. On September 15, 1942 the property was rented through Pemberton Realty Corporation to D. White at \$25.00 per month, the tenant to have the use of specified articles of furniture as indicated in letter from Pemberton Realty Corporation on the Claim File, dated September 4, 1942, signed by D. White and S. Akazawa (the Claimant). Mr. White continued to occupy the premises up to the date of sale, vacating on September 30, 1943. Rental received for this period was \$312.50.

The Administration & Trust Company, representing the mortgagee, reported on the 24th December, 1942, as owing on the mortgage, \$300.00 on principal and \$12.00 interest to November 6, 1942. From funds at credit the Custodian paid \$24.00 on account of interest and on January 6, 1944, paid off the balance of principal with interest to date, \$324.50. A discharge of mortgage dated January 8, 1944 was received from the mortgagee's agents and registered January 25, 1944.

EXHIBIT No.

DATE

FILED BY

1346-4

3 June 1948

J. W. G. Hunter

In proceeding to clear title and convey, it was learned that Shizuko Akazawa, wife of Matsushiro Akazawa and one of the joint purchasers, had died on March 15, 1939. A certificate of death was obtained and also a statutory declaration by Matsushiro Akazawa that the Shizuko Akazawa named in the death certificate was the Shizuko Akazawa named in the Agreement for Sale. These were filed in the Registry Office and the interest of the deceased was transmitted to the surviving purchaser, Matsushiro Akazawa.

We were advised by Loewen & Harvey on September 13, 1943, that they held an executed deed from the registered owner, Thomas L. Wapshott to Matsushiro Akazawa and Shizuko Akazawa. At the request of the Custodian Office a new Deed was executed from Thomas L. Wapshott to Matsushiro Akazawa.

APPRAISAL: Loewen & Harvey, Limited - August 27, 1943 - \$1,200.00
(see their letter on Claim File dated November 18, 1944)

ADVERTISED: Included in Catalogue of Real Property advertised for sale by public tender on June 19, 1943. Tenders closed July 19, 1943.

OFFERS: \$1500.00 - August 27, 1943 - Pemberton Realty Corporation Limited on behalf of Jure Farak and Rosie Gudzey.

Approved by the Advisory Committee September 1, 1943.

SOLD: To Jure Farak and Rosie Gudzey for \$1500.00 as at September 3, 1943.

NOTE: Matsushiro AKAZAWA died at Tashme, B. C. on May 1, 1945, leaving a Will in which he named his daughter, Sashiko Akazawa sole beneficiary and executrix of his estate. The Will dated March 12, 1945 was submitted for probate by R. J. McMaster, acting for Sashiko Akazawa, and Letters Probate issued July 7, 1945. A cheque payable to Sashiko Akazawa, Executrix of the Estate of Matsushiro Akazawa Deceased, was sent to Mr. McMaster on August 1, 1945, the sum of \$160.00 being retained by the Custodian to pay creditors, at the request of the Solicitors of the Estate.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 22.

JAPANESE PROPERTY CLAIMS COMMISSION

REPORT

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10

Montreal, P.Q.,

June 5th, 1948.

IN THE MATTER OF THE CLAIM OF
SAKURO MIYAMOTO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.C. HUNTER, Esq.,

appearing for the
Dominion Government.

ROGER QUINCY, Esq., K.C.,

appearing for the
Claimant.

A. WATSON, Esq.

Secretary.

D.J. HANFORD, Esq.,

Official Interpreter.

T.P. HOBBS, Esq.,

Official Reporter.

Mrs. S. Miyamoto,
In Chief.
Discussion.

(JURY.) RACHIKO MIYAMOTO, the claimant herein,
being first duly sworn, testified
as follows:

MR. QUINCY: This, my lord, was an original claim of
\$4500.00 which was reduced to \$3000.00 and when
a credit be taken into account of \$1500.00, it
leaves a net claim for \$1500.00 for real estate.
There is no personal chattels claim.

DIRECT EXAMINATION BY MR. QUINCY:

19 Q Mrs. Rachiko Miyamoto, you are the claimant in
this case? A: Yes.

Q I understand that you are the wife of the previous
claimant? A: Yes.

Q Since when? A: 1946.

Q Would you take communication of a real estate claim
for \$3000.00 less \$1500.00 received from the
Custodian, leaving a net claim of \$1500.00
bearing your signature, and file this claim as
Exhibit No. 1? Do you understand English well
enough? You are filing it as Exhibit No. 1 and
identifying your own signature?

20 A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Mrs. Miyamoto, when did you buy that property?

A In 1950 my dad bought it.

Q Oh, your dad bought it?

A Yes.

Q So you inherited it, I take it?

A Yes.

Q And no other person is interested in the property.

Mrs. S. Miyamoto,
In Chief.

but yourself?
see.

A: I am the executrix, you

Q And you are claiming as heir and executrix?

THE COMMISSIONER: There is no question of title, Mr.
Hunter.

MR. QUINCY: There are some titles here.

MR. HUNTER: It is just a little complicated, my lord.

MR. QUINCY: That is why I wanted to elucidate it in
case some questions might arise later on.

10 Q When did your father die? A: May 1st,
1945.

Q You were single then, were you not?

A: Yes.

Q You were appointed executrix by your father's will,
I take it? A: Yes.

Q Were there other heirs than yourself?

A It isn't mentioned in the will.

Q Who is mentioned as heir in your father's will,
that is sole heir? A: I am.

20 Q So you are the sole heir and executrix of your
late father? A: Yes.

Q And what was the name of your late father?

A Matsushiro Akazawa.

THE COMMISSIONER: Where was the will admitted to probate?

MR. QUINCY: In British Columbia. I have it here, my
lord, so we will tender it.

Q What was your maiden name?

A Sachiko Akazawa.

MR. HUNTER: Yes, it appears to be. This is a very

30 elaborate one by R.J. McMaster including copies of

Mrs. S.
Miyamoto,
In Chief.

Succession Duty papers also. I don't know whether they are of any value to your Lordship.

MR. QUINCY: They might be.

THE COMMISSIONER: Perhaps you can concede the fact that this claimant is the registered owner of the property, and that will eliminate all question.

10 MR. HUNTER: I don't think that would be strictly accurate, my lord. I don't think she ever became the registered owner. I think the Custodian does have it vested in him on her account. The father was the registered owner.

THE COMMISSIONER: There will have to be a transmission from the father's estate to this claimant.

MR. QUINCY: My lord, it seems to me if the will appoints her executrix and heir and if the person who made the will died, she became vested with the property, whether or not the Custodian took it afterwards.

20 THE COMMISSIONER: Not under the land title registration in British Columbia. She would have to file the probate and a transmission from herself as executrix to herself in her personal capacity.

MR. QUINCY: And the receipt from the Succession Duties Department, I take it.

THE COMMISSIONER: That would have to be filed in addition.

MR. HUNTER: It may be they never transmitted it, my lord. They just put it in the Custodian's name because it was already in a Japanese name.

30 THE COMMISSIONER: In any case the Custodian concedes he holds it for the beneficial interest of this

5
Mrs. S. Miyamoto,
In Chief.
Discussion.
Cross-Exam.

claimant.

MR. HUNTER: Yes, correct.

MR. GUMMET: If that is conceded, I have no further proof
to adduce.

THE COMMISSIONER: That is all right.

MR. GUMMET: Thank you very much.

MR. HUNTER: It is submitted, my lord, that this property
was sold for its fair market value. I tender the
appraisal of Loewen & Harvey Limited, Dated November
18, 1944. It is a fairly detailed appraisal
valuing the house and lot at \$1200.00.

(APPRAISAL MARKED EXHIBIT NO. 2).

CROSS-EXAMINATION BY MR. HUNTER:

Q I produce a photograph. Is that a photograph of your
house? A: Yes.

MR. HUNTER: I submit a photograph of the premises,
identified by the claimant.

(PHOTOGRAPH MARKED EXHIBIT NO. 3).

20 MR. HUNTER: The assessed value for 1942 was land,
\$550.00, improvements \$550.00, a total of \$1100.00.

This was advertised under catalogue No. 71.
There appears to have been only one offer made by
the Pemberton Realty Corporation on August 27th,
1943, on behalf of Jure Farak and Rosel Gudney
for \$1500.00. This was approved by the Advisory
Committee on September 1st, 1943, and it was sold
to these two persons as of September 3rd, 1943.

It appears to be entirely a question of value,
my lord. No questions.

30

6
Mrs. S. Miyamoto,
Discussion.
Re-Direct Exam.

MR. QUINCY: My lord, I think --

THE COMMISSIONER: Just one moment, if you please,
Mr. Quinet. If I may direct attention to the
date of the Loven & Harvey appraisal, it is dated
November 18th, 1944. It is a valuation as at the
date of inspection, namely August 27th, 1945.

MR. HESTER: Yes, my lord.

THE COMMISSIONER: I found it a little difficult to under-
stand that the appraisal should be a year after the
10 sale. Now, Mr. Quinet, you had something?

RE-DIRECT EXAMINATION BY MR. QUINCY:

Q Mrs. Miyamoto, had you been living in that house
prior to your father's death?

A Yes, before evacuation.

Q And are you aware personally of all the improvements
made? A: I beg your pardon?

Q Have you a personal knowledge of all the improvements
made that you mention in your claim?

20 A Yes.

Q You have. Do you know who made those improvements?

A My father.

Q Did he have anyone to help him make those improve-
ments? A: My brothers.

Q Now you have mentioned that the cost price of this
house was \$1500.00 for lot and building, but I see
here that on May 14th, 1930, one Matsushiro Akazawa
and Shisuke Akazawa, joint tenants, acquired a
right to purchase for the sum of \$1800.00, so
30 was the original price you paid \$1800.00 or \$1500.00?

A I think it was \$1800.00. I think I made a mistake.

Q So would you wish to amend your real estate claim No. 1 by stating that the original cost price was \$1800.00 and not \$1500.00 as stated?

A Yes.

Q Now, do you know who was the Shizuko Ahasawa described as joint tenants with your father?

A It was my mother.

Q You bear the same name as your mother?

10 A Well, she is Shizuko.

MR. QUINCY: My lord, I believe it would be transferable. I would wish my learned friend if he has no objection to tender the analysis of real property claim which will complete the record.

THE COMMISSIONER: Yes.

MR. HUNTER: I tender the same as Exhibit 4.

(ANALYSIS MARKED EXHIBIT NO. 4).

MR. QUINCY: Q: Is there any other matter you wish to speak about in relation to your claim, Mrs. Miyamoto?

20 A No.

MR. QUINCY: That is all, unless my friend wishes to cross-examine again.

THE COMMISSIONER: That is all, thank you, Mrs. Miyamoto.
(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

J. P. Harrobin
"T.P. HARROBIN"
OFFICIAL REPORTER.

Form B

DEFENCE BRIEF

Montreal, P.Q.
June 3/48

Sachiko MIYAMOTO

File No. 1468/9627

Case No. 1346

REAL PROPERTY CLAIM

(All claims shown are Gross)

1. Real Property Claim

\$3,000.00

Appraised at

\$1,200.00

Sold for

\$1,500.00

Witnesses: 1. A. Rout Harvey, Appraiser of
Loewen & Harvey Limited,
Exhibit No. 2. 'Basement
floor is plank, no furnace,
the front portion of the roof
is poor. Metal eaves are in
need of repair. No bathroom
or other plumbing (toilet in
the rear). Inside entrance
to basement is through a trap
door in kitchen floor. Attic
is reached through a trap door
in the centre bedroom ceiling'.

2. F. G. Shears - to prove adver-
tisement for sale, Cat. #71,
and one (1) tender received,
\$1500.

Also - J.P. Form dated March
17, 1942, where claimant's
father values the house at
\$1800., garage \$300. and
chicken house \$50. Possibly
to be filed.

Summary of Defence
Witnesses

Where
Required

Summary of Documents
to be filed

Witness Proving
Same

A. Rout Harvey

1

F. G. Shears

1

J.P. Form dated
March 17, 1942.

HAC/mw

Name of Claimant **AKAHAWA, Matsushiro (Died.)**
KIYOMOTO, Sachiko
 Custodian File **1468 & 9627**

Case **1344**

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount	Sale Price	Total Award 125% of all Sale Prices % of Amount		
1900.00	75.00 12.50									87.50
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										87.50