

1971

BUREAU HASTINGS PARK

FILE NO. 1971

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

To be completed by persons of the Japanese race having no property in any protected area.

NAME: **OIKE Tsuruichi**

HOME ADDRESS: **456 E. Cordova St., Vancouver, B.C.** REGISTRATION No. **06684**

SEX: **Male** AGE: **56** MARRIED? **Yes** **Widower**

OCCUPATION AND EMPLOYER: **Fish buyer for National Fish Co., Vancouver, B.C.**

NAME OF WIFE OR HUSBAND: **Nene** ADDRESS: _____

NAMES OF LIVING CHILDREN: **KANAE (F) 7 yrs.** ADDRESS: **456 E. Cordova St.,**

TOSHIKAZU (M) 10 yrs., HIDEKO (F) 14 yrs. ADDRESS: **"**

14200 Malaga

ADDRESS: _____

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this **8th** day of **April** 1942.

WITNESS: *K. A. Munn*(Signature) *Tsuruichi Oike*

REAL ESTATE

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: Tsunichi Oike
HOME ADDRESS: 456 E. Campbell St. Vancouver
Rosebury B.C.
REGISTRATION NUMBER 06684 SEX: male AGE: 56
OCCUPATION: Gardner

(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:

MARRIED? yes

NAME OF WIFE OR HUSBAND: deceased

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

Hideko
Toshikazu and Kanaye

ADDRESS OF CHILDREN:

AGE OF CHILDREN: 24. 15. 11. & 8

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

1. LOCATION AND DESCRIPTION:

Lot 12 Block 57. N.L. 196
N. W. 1/4. Registered Office Vancouver

2. BUILDINGS AND OTHER IMPROVEMENTS:

2 Houses

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

Pemberton Realty Corporation

4. TAXES (Amount and where payable)

\$60. more or less 1947/48

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

\$1200 owing to Mr Donald McKee
Payments are whole Rents from House Except
Taxes Ins. & Carriage charges also repair.

6. OCCUPANCY AND LEASES (If vacant so state)

no

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: _____
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: _____
9. IF FARM LAND STATE CROPS SOWN: _____
- _____
- _____

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: _____
- _____
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: _____
- ✓ _____
- _____
- _____
- _____

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

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY _____
- _____
- _____

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: _____
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____
8. BANK ACCOUNTS: _____
9. LIFE INSURANCE: _____
10. INTEREST IN ANY ESTATES OR TRUSTS. _____
11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____
2. TRADE DEBTS: _____

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

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 _____ day of _____ 1942.

(Signature) X

A. Dicks

[Signature]
Witness

FOR DEPARTMENTAL USE _____

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT :

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 24 1942

I, DONALD McRAE, of 602 Dunsmuir Street, in the City of Vancouver and Province of British Columbia, make oath and say:

1. That I am surviving Trustee of the Estate of William McRae, deceased.

2. That by Agreement in writing under seal dated the 1st day of December 1941 and made between me as surviving Trustee of the Estate of William McRae deceased, as vendor, and Tsuruichi Oike of 456 East Cordova Street in said City of Vancouver, Fisherman, as purchaser, I as such surviving Trustee agreed to sell to the said Tsuruichi Oike who thereby agreed to purchase Lot 12 in Block 57 in District Lot 196 City of Vancouver aforesaid, known as No. 456 East Cordova Street in said City of Vancouver, for the price or sum of \$1800.00 payable \$500.00 cash on the execution of said Agreement, and the balance as follows: \$120.00 on the 1st day of each of the months of March, June, September and December in each of the years 1942 and 1943 and on the 1st day of each of the months of March and June 1944, and the sum of \$100.00 on the 1st day of September 1944, together with interest on the balance from time to time owing under said Agreement at the rate of 6% per annum payable quarterly on 1st day of each of the months of March, June, September and December in each and every year, commencing with the 1st day of March 1942.

3. That the said cash payment of \$500.00 was made by the said Tsuruichi Oike on the execution and delivery of said Agreement, and out of this amount I paid H.S. Okumura, of 334 Powell Street in said City of Vancouver, Real Estate Agent, the sum of \$90.00 as commission on said sale.

4. That no sum whatever, other than said cash payment of \$500.00, has been paid under or by virtue of said Agreement, and there is now ~~XXXXX~~ unpaid thereunder the sum of \$1300.00 principal, of which \$120.00 is overdue, together with interest on \$1300.00 at 6% per annum from 1st December 1941; and that said moneys are justly owing by the said Tsuruichi Oike to me.

5. That under the terms of said Agreement, the said Tsuruichi Oike covenants and agrees to pay all taxes, rates and assessments wherewith said lands may be rated or charged from and after said 1st December 1941, including local improvements; and further covenants and agrees to insure and keep insured against loss or damage by fire all buildings on said lands and to pay all premiums and sums of money necessary for such purpose.

6. That the said Tsuruichi Oike is a person of the Japanese race residing in said City of Vancouver, and is now in possession and occupation of said lands and premises.

SWORN before me at City of Vancouver)
Province of British Columbia, this)
24th day of April A.D. 1942.

Donald McRae

[Signature]

A Notary Public in and for the Province of British Columbia.

1971

ESTABLISHED 1887

out -> Huiet

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

618 HOWE STREET
VANCOUVER CANADA

October 26, 1942

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 27 1942

Department of the Secretary of State,
Office of the Custodian,
506 - Royal Bank Bldg.,
Vancouver, B. C.

Re: Tsuruichi OIKE
Attention Mr. Doet

ack M10

File 1971.

Dear Sirs:

Before leaving the City last night Mr. H. S. Okumura phoned the writer stating that the above Japanese had asked him to place his property in our hands for management. He stated that the property was at 456 East Cordova Street, which is rented to Mrs. Wilke at \$25.00 per month, and paid to October 25th. There is a house at the rear also which is rented at \$12.00 per month, but he could give no particulars of this.

He also stated that there is \$1200.00 owing on the property to Mr. D. McRae of St. Regis Hotel, and that he had made arrangements with him to have the rents, after carrying charges applied to reduce the mortgage. He also instructed us to place \$1,000.00 Fire Insurance on the buildings. We would be pleased if you will allot us a file number for this account, and confirm the instructions. We will await your reply before placing the insurance.

Yours truly,

PEMBERTON REALTY CORPORATION LIMITED

Rental Department

GHJ:WH

1971

October 29th, 1942.

Mr. Tsuruichi OIKE,
Japanese Registration No. 06684,
New Denver, B. C.

Dear Sir:

When you registered with the Custodian at Hastings Park in April this year, you declared that you had no property, but we now understand that you own 456 East Cordova Street, which you are purchasing under an agreement made with William McRae, deceased, Donald McRae being the surviving trustee of the estate.

For your information, we attach copy of letter received from Messrs. Pembertons, and in order that we may have a proper record of your property, we enclose three registration forms which we shall be glad if you will complete and return two to us at the earliest opportunity signed by yourself and also witnessed, the third copy should be retained by you. Please do not fail to state to whom both the houses are rented and the rent per month, so that Pembertons may on our behalf collect the rents due and remit to us. From what Pembertons say it appears that the buildings are not insured against fire, and this of course will have to be taken care of.

If you have any difficulty in filling out the enclosed forms, then please consult one of the officials at New Denver. We would ask you to fill in as much information as possible so that the record is complete.

A stamped and addressed envelope is enclosed.

Yours truly,

P. Douet,
Administration Department.

PD:BT

Enclosures 5

Percy G. Mason

Notary and Solicitor

NOTARY PUBLIC

TELEPHONE PACIFIC 0313

File 1971

507-B CROWN BUILDING
618 PENDER STREET
VANCOUVER, B. C.

January 27, 1943.

The Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville Sts,
Vancouver, B.C.

Dear Sir:

RE: Tsuruichi Oike

Your File No. 1971

Your letter of the 15th inst. addressed to Donald McRae, Esq., has been handed to me for reply.

As requested, I enclose herewith a certified copy of Agreement of Sale dated 1st December 1941 from Donald McRae, as surviving Trustee of the Estate of William McRae, deceased, to Tsuruichi Oike covering Lot 12 Block 57 District Lot 196 City of Vancouver.

My instructions are that no sum whatever has been paid under this Agreement of Sale, other than the cash payment of \$500.00, and that there is now overdue and unpaid the following amounts:

1942		
March 1	Instalment of Principal	\$120.00
"	Interest on \$1300. at 6%	19.50
June 1	Instalment of Principal	120.00
"	Interest on \$1300. at 6%	19.50
Sept. 1	Instalment of Principal	120.00
"	Interest on \$1300. at 6%	19.50
Dec. 1	Instalment of Principal	120.00
"	Interest on \$1300. at 6%	19.50

In addition to the above, there is interest at 6% per annum on the above items of interest from the respective due dates until payment. The Agreement also provides that after any default, interest at the rate aforesaid shall accrue and be payable from day to day.

You will observe that the Agreement in question covers Lot 12 Block 57, and that an undivided one-half interest in and to Lots 31 & 32, Block 53, D.L. 196, Group 1, N.W.D. Plan 196, is not covered by this Agreement of Sale; *this latter property has not*
been sold to any Japanese

Yours truly,

Percy G. Mason

(Percy G. Mason)

PCM:M.
Encl.
DELIVER

Percy G. Mason

Barriator and Solicitor

NOTARY PUBLIC

EVACUATION SECTION	
Rec'd.	✓
File No.	1971
Ans.	JM
Referred	<i>Mason</i>

TELEPHONE PACIFIC 0313

615 PENDER STREET

VANCOUVER, B. C.

March 16, 1943. *[Signature]*

The Custodian,
Japanes Evacuation Section,
506 Royal Bank Building,
Hastings & Granville Sts.,
Vancouver, B.C.

Dear Sir:

RE: Tsuruichi Oike- Your File No.1971

I have been consulted by Mr. Donald McRae, Trustee of the Estate of William McRae, deceased, with reference to Agreement dated 1st December 1941 for the sale to the above named Tsuruichi Oike of property known as No. 456 East Cordova St., Vancouver, B.C., described as Lot 12 Block 57 District Lot 196, for \$1800.00 payable \$500.00 cash and the balance of \$1300.00 as follows: \$120.00 on the 1st of each of the months of March, June, September & December in each of the years 1942 and 1943 and on 1st of March & June 1944 and the sum of \$100.00 on 1st September 1944, together with interest at 6% per annum on deferred payments payable quarterly on 1st March, June, September and December, commencing with 1st March 1942.

I am advised that no sum whatever has been paid under this Agreement of Sale, other than the cash payment of \$500.00, and that there is a balance of \$1300.00 principal unpaid, together with interest thereon from 1st December 1941, and that of this amount of principal there is overdue and unpaid the following:

1942		
March 1	Instalment of principal	120.00
June 1	" "	120.00
Sept. 1	" "	120.00
Decr. 1	" "	120.00
1943		
March 1	" "	120.00

There is also overdue and unpaid interest on \$1300.00 at 6% per annum from 1st December 1941.

I am also advised that the purchaser was in occupation or possession of this property from 1st December 1941 for upwards of a year, so that he has received return for the \$500.00 cash payment made by him, and he has no equity in the property.

I understand the property in question is presently managed under your Department, and that the rentals from the property (\$37.00 per month) have been expended in repairs, etc., and that there is no surplus to apply on the arrears owing to my client.

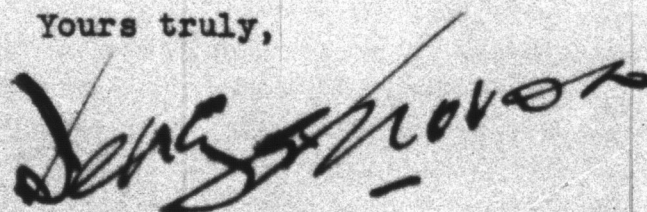
My client considers that for his own protection it is necessary to institute proceedings leading to foreclosure of the Agreement of Sale, and he has instructed me to write you and apply for leave of your Department to take such proceedings.

The Custodian
Japanese Evacuation Section (2)

March 16, 1943

I would be glad if you would let me have any necessary form of consent or leave of your Department to the institution of proceedings, and also advise me of the present address of the purchaser Tsuruichi Oike, as the process will have to be served on him.

Yours truly,

A handwritten signature in dark ink, appearing to read 'Percy G. Mason', written in a cursive style.

(Percy G. Mason)

PGM:M.

WYNESS & GRANT

BARRISTERS AND SOLICITORS

NOTARIES

HARVEY P. WYNESS, LL.B. ELIZABETH W. GRANT, B.A.

EVACUATION SECTION

MAY 22 1949

Rec'd

File No.

Ans.

Referred

PHONE: PACIFIC 8949

1114 DOMINION BANK BUILDING

207 HASTINGS STREET WEST

VANCOUVER, B. C.

May 21st, 1943

The Custodian's Office,
506 Royal Bank Building,
Vancouver, B.C.

Attention Mr. Milson

Dear Sirs:

We have received from Tsuruichi Oike presently residing at New Denver, B.C. a Writ of Summons issued out of the Supreme Court of British Columbia at Vancouver, No. Mc 627/43 in which the plaintiff is Donald McRae. The Writ seeks a foreclosure order against property described as Lot 12, of Block 57, District Lot 196, Group 1, N.W.D..

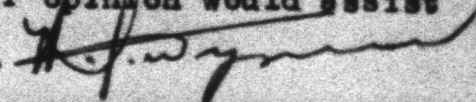
Our client, T. Oike, informs us that the rental from the property is more than sufficient to take care of the carrying charges including taxes and he is willing that the rental payments should be made to Mr. McRae and satisfactory arrangements made to retain his interest in the property until after the end of the war.

We understand that the regulations provide that no action can be taken against a Japanese person who has been removed from the coast area in British Columbia without leave of the Custodian of Enemy Alien property. It appears that the present proceedings were taken without leave and we wish to be definitely informed whether or not the consent of the Custodian was given before the present action was commenced.

We had a conference today with Mr. Percy G. Mason, solicitor for the Plaintiff, during the course of which he stated that he had received from your office the offer of a Quit Claim Deed of the interest of our client, T. Oike. Please let us know if this offer was made and under what conditions. Our client is of the opinion that he has an equity worth saving and his position can be secured if payment of the rent is made each month to Mr. McRae, the plaintiff in the action.

Will you be good enough to let us hear from you as soon as possible with replies to these questions and any other information which in your opinion would assist us in advising our client.

Yours truly,



Percy G. Mason

Notarier and Solicitor

NOTARY PUBLIC

507-8 CROWN BUILDING:

615 PENDER STREET.

VANCOUVER, B.C.

TELEPHONE PACIFIC 0915

EVACUATION SECTION

Rec'd MAY 7 1943

File No.

Ans.

Received

MW
Milsom

May 6, 1943.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.
VANCOUVER, B.C.

Attention Mr. Milsom

Dear Sir:

RE: OIKE, Tsuruichi--Your File No. 1971

I beg to acknowledge with thanks the receipt of your letter of the 4th inst., advising that the Custodian will not object to any action which my client may consider necessary to take to protect his interest.

As you know, my client (the vendor) is considering instituting proceedings against Oike (the purchaser) for foreclosure of the Agreement of Sale in question and for the appointment of a receiver of the rents and profits.

On making a search in the Land Registry Office here, I find there is marked up against the property in question a notation of the filing by The Custodian of a Vesting Certificate. In our conversation on the 5th inst., you stated that if and when my client obtains an Order of Court foreclosing the Agreement of Sale, the Custodian will forthwith release the vesting.

Referring to the last paragraph of your above letter, I understand from you that this front house is presently rented from month to month and that the rent is \$25.00 per month payable in advance, and that any new tenancy will be on the same basis and the premises rented "as is".

I understand from you that Oike is presently residing at New Denver, B.C.

Yours truly,

Percy G. Mason

(Percy G. Mason)

PGM:M.

1971

May 25, 1943

Messrs. Wyness & Grant,
Barristers & Solicitors,
207 West Hastings St.,
Vancouver, B. C.

Dear Sirs:

Re: OIKE, Tsuruichi

Referring to your letter of May 21st, in regard to T. Oike's property known as Lot 12, Block 57, D. L. 196, after having the building appraised by two independent valuers, which valuation showed that the Japanese had no equity in this property, the Custodian advised Mr. Percy G. Mason, Solicitor for Mr. Donald McCrae, that they would not object to any action that he might consider necessary to take in order to protect his client's interest.

We might state that the Custodian did not make an offer of a Quit Claim Deed of the interest of your client, T. Oike.

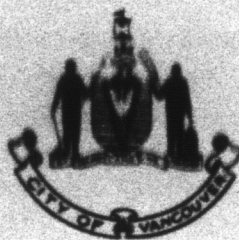
Yours truly,

G. D. Milsom
Administration Department

GDM/GH

BUILDING DEPARTMENT
(INCLUDING PLUMBING)

ANDREW HAGGART
BUILDING INSPECTOR



TELEPHONE FAIRMONT 2711

VANCOUVER, B.C.

24th Sept. 1943.

Messrs Donald & T.W. McRae,
c/o T. Aike,
c/o Custodian of Enemy Property,
675 West Hastings St.,
City.

EVACUATION SECTION	
Rec'd	SEP 25 1943
File No.	1971
Ans.	
Referred	Wilcom

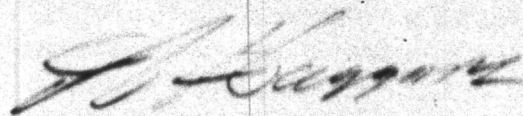
Re 456 East Cordova Street,
Lot 12; Blk. 57; D.L. 196.

As a result of a report by an Assistant Building Inspector, I am of the opinion that the lives of citizens are endangered by reason of the defective structural condition of the chimney above the roof at the above location.

Notice is therefore given you that under Section 20 of the Building By-law you are required to make such repairs as will abate the danger on or before the 24th day of October, 1943.

Dated this 24th day of September, 1943.

AH/KM.


BUILDING INSPECTOR.

RELEASE

WHEREAS TSURUICHI OIKE is a person of the Japanese race required to leave the protected area of British Columbia by order of the Minister of Justice under the proper regulations in that behalf;

AND WHEREAS the said TSURUICHI OIKE is now an evacuee and certain of his property which he has been unable to take with him has become vested in and subject to the control and management of the Custodian under and by virtue of an Order-in-Council of March 27th, 1942, being P. C. 2483, as amended by Order-in-Council of January 19th, 1943, being P. C. 469;

AND WHEREAS the Custodian pursuant to the discretion vested in him to that effect under Section 39 of the Consolidated Regulations Respecting Trading with the Enemy (1939) has deemed it expedient that the said property of TSURUICHI OIKE should be released from the control and management of the Custodian;

NOW THEREFORE the Custodian DOETH DECLARE that all property of the said TSURUICHI OIKE vested in and subject to the control and management of the Custodian pursuant to the said Orders-in-Council P. C. 2483 and P.C. 469 shall be divested from the Custodian and shall be released from the control and management of the Custodian.

DATED at Vancouver, B. C., this 27 day of October A.D. 1943.

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

P. G. Shears

Percy G. Mason

Barrister and Solicitor

NOTARY PUBLIC

507.8 CROWN BUILDING.

615 PENDER STREET.

VANCOUVER. B.

TELEPHONE PACIFIC 0313	
EVACUATION SECTION	
Rec'd	DEC 22 1943
File No.	1971
Ans.	<i>kan</i>
Referred	<i>Wilson</i>

December 20, 1943.

The Custodian,
Japanese Evacuation Section,
508 Royal Bank Building,
Hastings & Granville Sts.,
VANCOUVER, B.C.

Dear Sir:

RE: Tsuruichi Oike- Your File No.1971

With reference to property known as No.456 East Cordova St., Vancouver, B.C., described as Lot 12 Block 57 District Lot 196, I beg to advise you that on behalf of Donald McRae, as surviving Trustee of the Estate of William McRae deceased, the vendor of the above property, I have obtained an Order of Court appointing Robert Bonar Cameron, of Vancouver, B.C., Rental Manager in the office of Macaulay Nicolls Maitland & Co. Limited, receiver of the rents and profits of this property. Under this Order all rents in arrear and growing rents are payable to the receiver.

I understand the Custodian has in his hands certain rents from this property. Inasmuch as by Certificate dated June 2, 1943 the Custodian vacated the vesting, and subsequently this property was released from the control and management of the Custodian, I think that the rents in your hands would be considered as rents in arrear and should properly be paid over to the receiver. I would therefore ask that you let me have a cheque in favor of the receiver, Robert Bonar Cameron.

Yours truly,

Percy G. Mason
(Percy G. Mason)

PGM:M

File No. 1971

MEMORANDUM

To: Mr. K. W. Wright

January 8th, 1944

From: Mr. G. D. Wilson

Re: Tsuruichi OIKE

Referring to my memo to you of December 23rd, I have taken the matter up with Mr. Mason and he states that we had no right to collect the rents on the property at 456 East Cordova Street after October 27th, the date we signed a Release divesting ourselves of this property.

You will note that he was originally asking for the rents from the time we vacated our Vesting Order and claims that the Court Order instructing that the arrears of rent be paid to Mr. Cameron, the Receiver, is to cover the rents from the time we signed the Release divesting ourselves of this property.

GDM/GH

*For Wright
says to refund rents
from the time we signed
Release. Questioning ownership of
the property. GDM*

1971.

July 26th, 1947.

REGISTERED MAIL.

Mr. Tsuruichi OIKE,
Registration No. 06684,
c/o Mr. J. O. Beaudet,
Department of Labour,
Japanese Division,
276 St. James St. West,
MONTREAL, QUEBEC.

Dear Sir:

We have brought forward your file and account for review so that we can send you a brief report of your affairs coming under our control.

It is noted that you registered an interest in Real Estate at 456 East Cordova Street, known as Lot 12, Block 57, District Lot 196, Plan 196, Vancouver, B. C. This was shown to be in the form of an Agreement for Sale purchasing same by you from the Estate of William McRae, deceased. This property was handled by Pemberton Realty Corporation, Agents, appointed to look after the premises. It was in a very dilapidated condition but yielded in rentals an amount of \$370.78. From this amount payments for repairs, Insurance, etc., were made.

The holders of the Agreement for Sale began foreclosure proceedings to protect their interest in the property. An appraisal of the property was obtained by the Custodian from Johnson Reeve & Watson under date of April 27th, 1943, in which they recommended the acceptance of an offer of \$1,000.00 for the property in question. As the claim of the Agreement holder was considerably more than this it was determined that you had no equity in this property and the lawyer for the Agreement holder was allowed to effect foreclosure.

We have had a General statement of your account on our books prepared by the Accounting Department which we are enclosing and which will disclose to you the particulars as to how the credit balance of \$163.93 is arrived at.

There is a large list of claims lodged against you that seem to be unpaid at this date. You were advised of these, particularly in our letter to you of Jan. 22/43, but we do not seem to have received any reply from you. The claimants were advised and the matter of claims was left to them and you to adjust.

In view of the large amount of the Claims and the smallness of the credit in your account we have decided to forward to you this balance and accordingly are enclosing our cheque for \$163.93 herewith, being the full amount to your credit here.

(Over)

*Sent Registered Mail
July 30/47*

Mr. Tsuruichi OIKE.

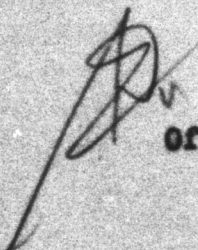
Page 2.

July 26th, 1947.

In the foregoing, together with previous letters, reports and statements, it would appear that we have reported on your affairs that have come under our control and we shall be obliged if you will confirm same when acknowledging the attached cheque.

For your convenience in replying, we enclose herewith an addressed envelope.

Yours truly,



B. R. Dusenbury,
Office of the Custodian.

BRD/P.
Encl.

File No. 1971

RENTAL
SUMMARY
456 East Cordova Street
Vancouver, B.C.

To Tsuruichi OIKE,
Reg. No. 06684

TENANTS

J. Dominico

Nov. 29-1942)

to

Sept. 29, 1943)

Sept. 29, 1943 (

to

Oct. 27, 1943 (

10 Mos. at \$12.00 per month -

\$120.00

at \$12.00 per month -

11.60

Mrs. Wilkie

Nov. 26, 1942 (

to

Jan. 26, 1943 (

2 months at \$25.00 per month -

50.00

P. Wozney

Feb. 8, 1943 (

to

May 8, 1943 (

3 months at \$25.00 per month -

75.00

E. Parenteau

May 8, 1943 (

to

Oct. 8, 1943 (

Oct. 8, 1943)

to

Oct. 27, 1943)

5 months at \$25.00 per month -

125.00

at \$25.00 per month -

14.18

Total as per statement

\$395.78

—000—

REAL PROPERTY SUMMARY

JAPANESE NAME: Tsuruichi OIKE Reg. No. 06684 File No. 1971

CATALOGUE NO: Foreclosure of Agreement of Sale.

PROPERTY ADDRESS: No. 456 East Cordova Street, Vancouver, B. C.

ENCUMBRANCES: Lot 12, Block 57, District Lot 196, Group 1, New Westminster District, Plan 196.

TITLE: In names of Thomas William McRae and Donald McRae.
(In trust filings 7692, 18744 and 24373)
Note: These filings pertain to probate of Estate of William McRae, deceased).

ENCUMBRANCES: Registered: Filing 35892 of interest of Tsuruichi Oike, filed 15th March 1943.

Unregistered: An agreement of sale dated 1st December 1941 from Donald McRae to Tsuruichi Oike for \$1800.00 at 6%. Particulars given below.

ASSESSED VALUE: 1943
Land \$700.00
Improvements 800.00 - \$1500.00 Taxes - \$57.29

CLASSIFICATION: D.W. Reeve reported on 27th April 1943, as follows:
"The location is in a poor residential district where nearly all of the houses are over thirty-five years old and probably older.

There are two dwellings on this lot, one being at the rear end with access from the lane. The principal house is a two storey frame building with 3 rooms and bathroom upstairs and 3 rooms downstairs. As far as we can judge the foundations are of wood and unless they have been renewed they are probably in process of decay. The exterior woodwork is quite rotten in several places and the tenant informs us that a large patch of siding, on the East wall, fell down. He nailed it up roughly. The chimney is in poor condition and although the roof is fair, there are no gutters or down pipes.

The interior needs redecorating and painting, having been neglected for a long time. In the bathroom there is a w.c. and a sink but no tub, the latter having been removed.

The house at the rear is a one storey building on concrete blocks, with siding walls which need paint and a shingle roof in bad condition. We could not inspect the interior as the tenant was absent."

HISTORY OF ADMINISTRATION: The Pemberton Realty Corporation Limited was appointed rental agent by the Custodian and rented the building on the front portion of the lot to a Mrs. Wilkie at \$25.00 per month from

26th November 1942 to 26th January 1943. Mrs. Wilkie paid three month's rent and vacated on 5th February 1943. The premises were then rented to P. Woany from 8th February 1943 to 8th May 1943 at \$25.00 per month. This tenant was succeeded by E. Parenteau on 10th May 1943 and was so occupied until 10th January 1944, with allowed rental of three months for decorating (July, August and September). The total rental from this house was \$275.00.

The house at rear of lot was rented to J. Dominica from 20th November 1942 to 29th January 1944 at \$12.00 per month. This tenant was in arrears \$24.00 at the end of this term and there is no record of collection.

The revenue from both premises was \$275.00 and \$144.00, total \$419.00. Of this, \$48.22 was refunded to the receiver appointed by the Court as below, leaving a gross rental revenue of \$370.78.

Tsuruichi Oike was evacuated 26th October 1942. In a letter dated 26th October, the Pemberton Realty Corporation advised the Custodian that on the previous evening H.S Okamura had informed them that Mr. Oike requested them to place his property in their hands for management, the revenue therefrom to be applied in reduction of the amount owing to D. McRae, \$1200.00. Mr. Oike in his declaration of 8th April 1942 had declared no property and a form was sent him 29th October 1942, which he filled out and returned, and which declared an interest in property in question.

Search of title revealed this interest to be in virtue of an agreement of sale, and a copy of this agreement was obtained from Mr. D. McRae, one of the trustees named. The agreement was made on 1st December 1941, the consideration named being \$1800.00, and the terms being \$500.00 cash and \$120.00 payable on the first day of each of the months of March, June, September and December in each of the years 1942 and 1943 and on the first day of March and June 1944 and \$100.00 on the 1st of September 1944.

Donald McRae filed with the Custodian through his solicitor, Percy G. Mason, a notarial declaration dated 24th April 1942 that only \$500.00 had been paid by the purchaser and that the balance of \$1300.00 of purchase price with interest at 6% per annum remained unpaid.

The Pemberton Realty Corporation advised the Custodian on 10th November 1942 of repairs to dangerous wiring and of defective plumbing. This was reported to Mr. Oike on the day following with the suggestion that the City might not allow the occupation of the premises until such repairs were made, and requesting his approval of the expenditure. The matter was again brought to his attention on December 4th, and the rental agents instructed to have the wiring repairs made at a cost of \$25.75 and roof repaired at a cost of

\$7.50. Repairs to plumbing were made in February 1943 at an expenditure of \$27.50. No reply from Mr. Oike respecting these repairs had been received.

Mr. Mason on 27th January 1943 advised the Custodian that four instalments of \$120.00 each \$480.00 due on the agreement of sale in 1942 with interest of \$98.00 had not been paid. On 16th April 1943, he requested the permission of the Custodian for leave to take foreclosure proceedings and this office on the 17th suggested, to avoid expense, a conveyance by Quit Claim, if an appraisal of the property should show no equity remaining to Mr. Oike. This proposal was made to Mr. Oike on same date, and no reply being received, an appraisal was made at the charge of Mr. McRae by Alan N. Ker, who reported on 12th April 1943, a value of \$1300.00. Another appraisal by Mr. Reeve for the Custodian was made, the value reported 27th April 1943, as \$1200.00 and recommending acceptance of an offer of \$1,000.00.

Mr. Mason was advised on 4th May 1943 that as Mr. Oike had apparently no equity in the property, the Custodian would not object to Mr. McRae taking proceedings to protect his interest.

Messrs. Wyness and Grant, on behalf of Mr. Oike, protested these proceedings, stating that their client was of the opinion that he had an equity. They asked to be informed if the Custodian had consented to the proceedings being taken, and under what conditions the offer of a Quit Claim, if any, had been made. The reply, 25th May 1943, was that Mr. Mason had been advised that the Custodian would not object to the proceedings and that an offer of a Quit Claim had not been made by the Custodian. The vesting filed was vacated by the Custodian on 4th June 1943.

On 5th June 1943, J.A. Clarke, K.C., advised the Custodian that he was starting foreclosure proceedings on behalf of Donald McRae as surviving trustee of the Estate of William McRae. The application came before the Supreme Court on 16th December 1943 and an order was granted appointing Robert Bonar Cameron of the office of Macaulay Nicolls Maitland and Company Limited, receiver of the rents and profits of the property.

Mr. Shears executed a release from the control of the Custodian on the 27th October 1943 and, with Mr. Wright's approval, rents subsequently accruing were paid to the receiver. The balance so held by the Custodian, \$48.22, was paid to R. B. Cameron 20th January 1944.

FUNDS:

During the period of control by the Custodian, the revenue from this property amounted as above to \$320.78 plus refund commission \$2.45 and insurance 60¢, total \$323.83 from which

which

- Page 4 -

File No. 1971

was paid commission on rents \$18.45, repairs \$62.75, sundries \$67.20, insurance \$5.50, Certificate of Encumbrance \$1.00, appraisal fee \$5.00, total \$159.90. Net amount released to the credit of Tsuruichi OIKE \$163.93 ✓

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

Paul Macpherson

IM:ic

DATED: June 4th, 1947.

File No. 1971

OIKE, Tsuruichi

Reg. No. 06684

Civic Address: 456 East Cordova St., Vancouver.

Legal Description: Lot 12, Blk. 57, D.L. 196,
Gp. 1, N.W.D., Plan 196.

Classification: Dwelling.

- - - - -

Foreclosure has been granted to Donald McRae, and R. B. Cameron has been appointed Receiver of Rentals; the Custodian has no further interest.

Agent's report states all chattels sold to tenant.

1943

Mar. 30 Memo re Claims

INSURANCE SUMMARY

Tsunichi OIKE Reg. No. 06684 File No. 1371
456 East Cordova Street, Vancouver, B.C.

Instructed by Mr. Oike on 26th October 1942,
the Pemberton Realty Corporation Limited insured the
premises above with the Union Insurance Society of
Canada Limited, Policy No. C313421, \$1,000.00, expiring
28th October 1945. This insurance was cancelled 3rd
October 1945 and a refund of 60¢ for the Unexpired term
credited to Mr. Oike's account.

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



IM:lc

DATED: June 5th, 1947.

[illegible]

Pemberton's called 24-9-45
Re Ins. expiring Oct 28/45.
No evidence on file that Ins. cancelled as to
Interest of Custodian when Custodian signed release
"divesting ourselves of this property" on Oct 27/43 - as
memo. Dec 23/43.

B
34-9-45

Mason Barnister, stated that they foreclosed and
obtained title and placed Eric. Ins. required.
Above pol. 0813421- should have been cancelled
as oct 27/43. *ff*

2-10-45

RS 600
L Oct 11/12

LIABILITY SUMMARY

Tamurichi OIKE Reg. No. 06684 File No. 1971

The claims listed below are noted on file.

		<u>Filed</u>	<u>Reported to Debtor</u>	<u>No Reply, Creditor advised</u>
- M. Furuya Company	\$320.89	- - - -	22-1-3	30-3-3
- Kikujiro Tanaka	103.96	6-7-42	23-9-2	30-3-3
- Standard Oil of B.C. Ltd.	8.00	18-12-42	22-1-3	19-3-3
- Ichiro Nakatsuka	34.00	19-6-42	22-1-3	19-3-3
- R. Tagashira and Company	10.14	10-8-42	22-1-3	19-3-3
- Hattaro Nabata	4.70	10-4-42	22-1-3	30-3-3
- Senji Eto	50.00	14-4-42	22-1-3	30-3-3
- Iwazo Sugiman	100.00	21-4-42	22-1-3	30-3-3
- Takazo Watanabe	2002.50	9-4-42	22-1-3	30-3-3
- Singer Sewing Machine Co.	87.00	- - - -	22-1-3	Struck off
- Chuya Wakabayashi	11.50	- - - -	22-1-3	Struck off

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

Julius A. Phares

IM:ic

DATED: June 5th, 1947.

- SUMMARY -

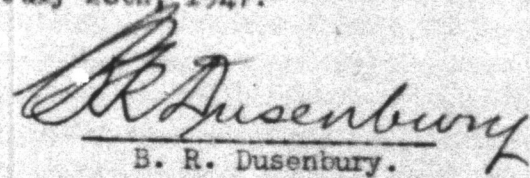
PERSONAL PROPERTY

File 1771.

Tsuruichi OIKE - Reg. No. 06684.

No personal property, including Specified Articles, in the name of Tsuruichi OIKE is revealed on the file.

The above summary is certified
to be in accordance with the
information on file.
July 26th, 1947.


B. R. Dusenbury.

BRD/P.

INFORMATION FROM R.C.M.P.

Date Aug. 20/43

Our File No. 1971

Full Name OIKE, Tatsuichi
(Surname in Block Letters)

Registration No. 06684

Male - Female
(check)

Age Sept. 2, 1885

Former Address 456 E. Cordova St., City

Date Evacuated Oct. 26/42

Naturalized - Canadian-Born - National
(check)

Present Address New Denver, B. C.

*26/7/47 - 1396 Antenne St. Montreal, Que.
or care J.A. Beaudet, Dept of Labn & C.
276 St James St. West
8344 Berri St. Montreal P.Q. 2
25/8/47*

Widower
Married - Single
(check)

nee
Name of Wife (MAKINO) Suyeno #066 9 (Dec'd)

Name of Husband

Name of Mother Dec'd

Name of Father Dec'd

Names of Children under 16 0 (See over)

Requested by E.C.T.

Registered with Custodian yes
(Yes or No)

Additional Information Fish buyer

April 12th, 1943.

File Number 1971

REGISTRATION NUMBER (no knowledge)

T.OIKE

456 E. Cordova Street.

LOCATION AND NATURE OF PROPERTY:

456 E. Cordova Street, Vancouver, B. C.
Lot 12, Block 57, D.L. 196, Group 1,
New Westminster District.

OWNERSHIP:

T.W. and DON McRAE, Trustees for T. OIKE.

BUILDING:

There are two buildings situated on this property, one in the front and one in the rear. The front dwelling is as follows:- A very large old frame dwelling containing ground floor, living-room, dining-room, kitchen, front and rear stairway to three bedrooms, toilet and basin. There is no sink or plumbing facilities in the downstairs kitchen. The property is literally falling apart. There is no basement. This dwelling is in worse condition than many others which the writer has viewed.

The rear dwelling is a small low set frame dwelling containing, we understand, 4 rooms. We have visited the property on two different occasions but were unable to gain access to the interior. It seems to be in better condition than the front dwelling.

LAND:

The size of the Lot is 25 x 122

TAXES:

1943 nett \$55.00

ASSESSMENT:

Assessment of Land	\$700.00
Assessment of Building	\$800.00
Total Assessed Value	<u>\$1500.00</u>

FINANCIAL POSITION:

The rent for the front dwelling is \$25.00 per month and the rent for the rear dwelling is \$12.00 per month making a gross revenue from the property of \$37.00 per month.

It is our understanding from your Department that there is a Mortgage of \$1500. and arrears of interest from Dec. 1st, 1941 against this property.

SALE VALUE:

As you are aware it is extremely difficult to arrive at the proper sale value of this class of property on today's market. It cannot be based on a revenue producing standpoint as in our opinion this is a fictitious revenue and will only be for a temporary period of time, yet if we were to take into consideration its value from a physical standpoint only it would be very low as the property is in a very dilapidated condition. We will therefore give you herewith our opinion as to the value of the land and the two buildings, which is as follows:- \$1300.00.

This property was inspected by Mr. J.M. Anderson, Rental Manager, and the writer on April 9th 1943.

KER & KER LTD.

Per.

Alan N. Ker

This Agreement, triplicate made in duplicate this First (1st)

day of December in the year of Our Lord one thousand nine hundred and Forty-one (1941).

BETWEEN

DONALD McRAE, of 602 Dunsmuir Street, in the City of Vancouver, and Province of British Columbia; as surviving Trustee of the Estate of William McRae deceased,

Name,
Address, and
Occupation
of Parties.

hereinafter called the "Vendor" of the one part
AND

TSURUICHI OIKE, of 456 East Cordova Street, in the City of Vancouver, and Province aforesaid, Fisherman,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—

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

the City of Vancouver, and Province of British Columbia, and more particularly known and described as Lot Twelve (12), of Block Fifty-seven (57), in the Subdivision of District Lot numbered One hundred and ninety-six (196), Group One (1), New Westminster District, according to a map or plan deposited in the Land Registry Office at the City of Vancouver, in the Province of British Columbia, and numbered

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of One Thousand Eight Hundred - - - - - Dollars (\$1800.00)

of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Five Hundred (\$500.00) - - - - - Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of One Hundred and Twenty (\$120.00) Dollars on the first day of each of the months of March, June, September and December in each of the years 1942 and 1943 and on the first day of each of the months of March and June 1944, and the sum of One Hundred (\$100.00) Dollars on the first day of September 1944.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Six (6%) - - - - - per cent. per annum, payable as well after as before maturity payable quarter-yearly on the first day of each of the months of March, June, September and December in each and every year until the said principal sum is fully paid and satisfied, the first of such payments of interest to be made on the first day of March 1942; provided that after any default hereunder interest at the rate aforesaid shall accrue and be payable from day to day.

CERTIFIED A TRUE COPY.
 January 3, 1942.
 [Signature]
 Notary Public.

PROVIDED that on default of payment of any of said instalments of principal or interest or on breach of any covenant or provision herein contained the whole of the purchase price remaining unpaid shall become payable but the Vendor may waive this provision from time to time and shall not be deemed to have waived it by not asserting and exercising same upon the happening of any such default.

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 but subject to the payment by the Purchaser of all taxes, rates, levies, local improvement assessments or rates or other charges whatsoever whether provincial federal or municipal now charged or chargeable or hereafter to be charged upon or against said lands and premises or against or by the City of Vancouver in respect thereof.

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. The Purchaser admits that he is now in possession of said lands and premises.

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 prepay the whole or any part 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:

Tsuruichi Oike, 456 East Cordova Street,
Vancouver, B.C.

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

IT IS AGREED between the Vendor and the Purchaser that if the Purchaser at any time or times in breach of his covenant fails or neglects to pay any taxes, local improvement assessments rates sewer taxes water rates or sprinkling taxes or any other similar rate or tax, there will be no obligation on the part of the Vendor to pay the same or any part thereof and in the event of the lands covered by this agreement being sold for for taxes local improvement assessment rates sewer taxes water

rates sprinkling taxes or any other similar tax or rate and the right to redeem forfeited or lost the Vendor will be discharged and relieved from his covenant to convey the lands to the Purchaser.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provision 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	HANLIN SHIGINKE OKUMURA	DONALD MORAE	(SEAL)
City or Town	Vancouver B.C.	TSURUICHI OIKE	(SEAL)
Street Address	334 Powell Street		
Occupation	Broker		

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

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

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

Sworn before me at _____
in the Province of British Columbia, this _____
day of _____ 19 _____

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

FOR MAKER

I HEREBY CERTIFY that, on the _____

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

day of _____ 19 _____, at _____
in the Province of British Columbia,
(whose identity has been proved by the evidence on
) , who is personally known to me, appeared
the person mentioned in the annexed instrument as
subscribed thereto as part _____, that _____ know the
executed the same voluntarily, and _____ of the full age of twenty-one

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

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

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

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) who is personally known to me, appeared before me and acknowledged to me that he is the _____ of _____, and that he is the person who subscribed his name to the annexed Instrument as _____ of the said _____ and affixed the seal of the _____ to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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 1st December 1941

DONALD McRAE
Trustee of Estate of
William McRae, deceased

AND
TSURUICHI OIKE

Agreement
FOR SALE OF LAND

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

Lot 12,
Blk 57,
D.L. 196, Vancouver.

PERCY G. MASON,
Barrister & Co.,
615 Pender St. West,
Vancouver, B.C.

FOR ATTORNEY

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on 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 _____ in the Province of British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

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

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

CANADA
PROVINCE OF BRITISH COLUMBIA }
To wit:

I, _____ of the _____ of _____ in the Province of British Columbia,

DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.
 2. At the time of the execution of the annexed instrument, I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
- AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at _____

in the Province of British Columbia, this _____

day of _____ A.D. 19____

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

B.C.
Law Stamps
\$1.10

Ms 627/1943

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN

DONALD McRAE, AS SURVIVING TRUSTEE
OF THE ESTATE OF WILLIAM McRAE,
DECEASED

AND

TSURUICHI OIKE

PLAINTIFF

DEFENDANT

Vancouver
Dec 17 1943
Registry

BEFORE THE HONOURABLE
THE CHIEF JUSTICE

THURSDAY, the 16th day of December 1943.

UPON MOTION on behalf of the plaintiff for an Order
revoking the appointment of Macaulay Nicolls Maitland & Co. Limited
as receiver herein, and for the appointment of a receiver of the
rents and profits herein, AND UPON READING the Order of the Honourable
the Chief Justice made herein on the 8th day of December 1943,
the Notice of Motion herein dated the 11th day of December 1943, and
the affidavit of Donald McRae sworn herein the 11th day of December
1943 and filed, AND UPON hearing Mr. Eric R. Thomson of Counsel for
the plaintiff and no one appearing on behalf of the defendant although
said Notice of Motion and said affidavit of Donald McRae were served
on H.P. Wyness Esq., solicitor for the defendant, as appears by the
affidavit of Percival George Mason sworn herein the 13th day of
December 1943 and filed:

THIS COURT DOTH ORDER AND ADJUDGE that the appointment of
Macaulay Nicolls Maitland & Co. Limited under and by the Order
of the Honourable the Chief Justice made herein on the 8th day of
December 1943, be and the same is hereby revoked.

AND THIS COURT DOTH FURTHER ORDER AND ADJUDGE that
Robert Bonar Cameron of the City of Vancouver, British Columbia,
Rental Manager in the office of Macaulay Nicolls Maitland & Co. Limited
be and he is hereby appointed without security receiver of the
rents and profits of the lands and premises in question in this action
and described as all and singular that certain parcel or tract of land
and premises situate lying and being in the City of Vancouver and
Province of British Columbia and more particularly known and described
as Lot 12 of Block 57 in the subdivision of District Lot 196 Group 1

New Westminster District according to a map or plan deposited in the Land Registry Office at the City of Vancouver in the Province of British Columbia and numbered 196, with power and with liberty to the said receiver to collect get in and receive the rents and profits thereof or therefrom, and to repair preserve and manage the same and generally to take whatever steps and to do whatever acts and things and to retain or employ whatever persons he may deem necessary or advisable for the proper management preservation or repair thereof or to assist in his receivership.

AND THIS COURT DOTH FURTHER ORDER that the person or persons now or who hereafter may be in occupation of the said lands and premises during the time the said receiver shall continue in office do ~~xxxxxx~~ forthwith attorn to and become tenants of the said receiver so long as he shall continue in office and pay their rents in arrear and growing rents to the said receiver.

AND THIS COURT DOTH FURTHER ORDER that the said receiver be at liberty to apply all moneys received by him in respect of the rents or profits in payment of any repairs, insurance premiums, water rates or taxes in respect of the said lands and premises or any appurtenances thereto or any part thereof, in payment of any instalment of interest due or to accrue due under the Agreement of Sale mentioned in the Statement of Claim herein, in payment of any solicitor's costs and legal or other expenses incurred in respect of his said receivership, and in payment of principal or any instalment thereof due or to accrue due under the said Agreement of Sale and in payment of the taxed costs of this action, and that it shall not be necessary to pay any moneys so received into Court and that the said receiver shall be liable to account only for such moneys which shall actually come into his hands or into the hands of any person or persons retained or employed by him in the preservation or management of the said lands and premises, provided however that all questions as to the passing of the said receiver's accounts and his discharge be reserved until the plaintiff's motion for a final order of foreclosure herein or until such time as any of the parties hereto may apply for a disposition of the same.

AND THIS COURT DOTH FURTHER ORDER AND ADJUDGE that the

said receiver be at liberty to enforce payment of the said rent or any part thereof in respect of the said lands and premises at such time or times as he shall think fit and by such proceedings whether judicial or extra-judicial or whether by distress or otherwise as he may think fit without the necessity of any further or other application or order for that purpose, but acting only on the advice of Counsel.

AND THIS COURT DOETH FURTHER ORDER AND ADJUDGE that all moneys properly expended and all costs or charges properly incurred by the said receiver in respect of his said receivership shall be paid primarily out of the rents and profits of the said lands and premises and that in the event of the said rents and profits being insufficient for the said purposes, such moneys so expended and such costs or charges so incurred shall form a charge upon the said lands and premises in favor of the said receiver.

AND THE PLAINTIFF by his Counsel undertaking to be responsible for any loss or damage occasioned to the defendant by any wrongful act or omission of the said receiver in the course of his duty as such, THIS COURT DOETH ORDER AND ADJUDGE that the plaintiff be liable and make compensation to the defendant for any such loss or damage caused by any such act or omission of the said receiver in such amount as a Judge of this Court may on summary application determine.

Checked
E.W.M.

"J.F.M."
D.R.

"W.B. Farris"
C.J.

BY THE COURT

"A. L. RODWAY"

Dep: DISTRICT REGISTRAR

Vancouver
Dec 17 1943
Registry

SEAL OF THE SUPREME
COURT OF BRITISH COLUMBIA
Vancouver Registry

ENTERED
Dec 17 1943
Order Book Vol. 112 Fol. 231
Per I.G.

JOHNSON AND REEVE
ESTATE AGENTS
VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

BANK OF NOVA SCOTIA BUILDING
602 WEST HASTINGS STREET
VANCOUVER, B.C.

27th April, 1943.

The Custodian's Office,
Room 506,
Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B.C.

File No. 1971

Attention of Mr. F.C. Shears

Dear Sir:

re OIKI, Tsuruichi
456 East Cordova Street
Lot 12 Block 57 D.L. 196

In accordance with your instructions we have inspected this property and beg to report as follows.

The location is in a poor residential district where nearly all of the houses are over thirty-five years old and probably older.

There are two dwellings on this lot, one being at the rear end with access from the lane. The principal house is a two storey frame building with 3 rooms and bathroom upstairs and 3 rooms downstairs. As far as we can judge the foundations are of wood and unless they have been renewed they are probably in process of decay. The exterior woodwork is quite rotten in several places and the tenant informs us that a large patch of siding, on the East wall, fell down. He nailed it up roughly. The chimney is in poor condition and although the roof is fair, there are no gutters or down pipes.

The interior needs redecorating and painting, having been neglected for a long time. In the bathroom there is a w.c. and a sink but no tub, the latter having been removed.

The house at the rear is a one storey building on concrete blocks, with siding walls which need paint and a shingle roof in bad condition. We could not inspect the interior as the tenant was absent.

We are of the opinion that the value of the property in its present condition is not more than One thousand, two hundred dollars (\$1,200). A detailed examination of the front building, particularly of the foundations, might reveal a worse condition than is evident from a preliminary inspection. We would recommend acceptance of an offer of \$1,000.

Yours faithfully,

JOHNSON, REEVE & WATSON

per *DW Reeve*

DWR

OIKE, Tsuruichi
456 Cordova St., Vancouver, B. C.
Evac. File 1971



Picture Taken April 9, 1943

original

File No. 1971

OIKE, Tsuruichi

Reg. No. 06684

Civic Address: 456 East Cordova St., Vancouver.

Legal Description: Lot 12, Blk. 57, D.L. 196,
Sp. 1, N.W.D., Plan 196.

Classification: Dwelling.

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Foreclosure has been granted to
Donald McRae, and R. B. Cameron
has been appointed Receiver of
Rentals; the Custodian has no
further interest.

Agent's report states all chattels sold
to tenant.

1943

Mar. 30 Memo re Claims