3303

FORM "JP" BUREAU HASTINGS PARK FILE No. ....

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: ARIKADO, Toyokumi

HOME ADDRESS: 747 E. Cordova St., Vancouver, B. C.

REGISTRATION NUMBER 05060 SEX: Male AGE: 29

OCCUPATION: Confectionery Store

(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: Himself

MARRIED? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

209.205 201 Powell St. Van. (Main + Cordova)

1. LOCATION AND DESCRIPTION: Lot 9 & 10, Blk. 4, City of Vancouver, B. C.
   Land value $10,185.00, Building $7,100.00

2. BUILDINGS AND OTHER IMPROVEMENTS: Store with suite of rooms above, also ~~xxxxxxx~~ Gas Station and a repair station.

3. INSURANCE (Give particulars; state where policies are) Insurance Bldgs., Sept.27, Atlas Policy M-246207, for $5,500.00 ~~xxxxxxxxxxxxxxx~~ on the Gas Station etc., and on the building Oct. 18, Atlast Policy M-246,220, for $2400.00, policies in the owner's possession.

4. TAXES (Amount and where payable) On the building, lot, gas station etc. $706.94, payable at the City Hall, Vancouver, B. C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Mortgage for $4000.00, to Henry Breedon Everard and Kathleen Dorothy Everard, mortgage in the Court House, Land Registry Dept., Vanc'r., B.C.

6. OCCUPANCY AND LEASES (If vacant so state) Agent, Richard Ackroyd & Gall Ltd., 614 West Pender St., Vancouver, B. C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: All left in the Land Registry Office, Court House, Vancouver, B. C.

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: Seven room house, at 747 East Cordova St., Vancouver, B. C.

2. LANDLORD'S NAME AND ADDRESS: Yataro Arikado, (Father) 747 East Cordova St., Vancouver, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

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

See list attached.

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

FORM "JP" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: Sentinel Fire Insurance Co. Ltd., No.72457, for $1000.00, Agent Suley & Co. Ltd., Vancouver, B. C., policy in the owner's possession.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: ~~Western Finance Co., New Westminster, B.C., $80.00, Commercial Credit Company, Vanc'r., $500.00, Store Fixture Supply House, Vancouver, B.C., $90.00.~~

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None

8. BANK ACCOUNTS: Royal Bank of Canada, East End Branch, Vanc'r., B. C., amount $300.00.

9. LIFE INSURANCE: Sun Life Assurance Co. Ltd., Vancouver, B. C., $1000.00, Beneficiary Yataro Arikado, (Father), policy in the owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

Being taken care of by Relations while I am interned.

2. TRADE DEBTS: Western Finance Co., New Westminster, B. C., $80.00, Commercial Credit Company, Vanc'r., $500.00, Store Fixture Supply House, Vancouver, B. C., $90.00. Paid

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 13th day of April 1942.

(Signature) Toyokuni Arikado

E. Woodward
Witness

FOR DEPARTMENTAL USE

ARIKADO, Toyokumi
747 E. Cordova St.,
Vancouver, B. C.

Registration No. 05060.

Paraway Freezer	$1195.00
Ice Cream Cabinate, 6 hole	600.00
Ice Cream Cabinate, 3 hole	150.00
Refrigerator, 21 cubic feet	319.00
4 Milk Shake Mixers	215.00
Electric Bottle Cooler	199.00
Soda Fountain	100.00
Cash Register	155.00
6 set booth	180.00
12 stool	90.00
Back Bar	125.00
Counter	93.00
Show Case	25.00
Glass Case	15.00
Cigarette Stand	5.00
4 Cabinates	25.00
2 tables	10.00
Monel Sink & Stand	80.00
8 Lamp Fixtures & Globes	47.00
1 Areoplane Fun	45.00
1 Ventilator Fun	50.00
1 Air Fun	20.00
1 Gas Broiler	150.00
1 Gas Stove	10.00
2 Electric Stove	50.00
1 Automatic Water Heater	99.00
4 Venetian Blinds	83.00
12 Soda Spoons	4.00
~~6 Glass Shakers~~	
12 Glass Shackers	5.00
6 Metal Milk Shackers	6.00
Straw Case	5.00
Straw Stand	7.50
4 dishers	12.00
Flavors	10.00
Bottles	4.00
5 Ice Cream Cans	30.00
48 Dish, 36 cups	15.00
60 spoons, 12 forks, 7 knives	15.00
48 Dishes	10.00
Knives	8.00
Kettle	3.50
Salt Shakes	1.50
12 Sugar Bowl	9.00
12 Tea Pots, Cream pots	13.00
24 Ice Cream Dishes	6.00
Napkin Holder	10.00
Glass	10.00
Banana Split Glasses	4.50
8 Soda Glasses	3.00.

AT 201 Powell St
enclosed with Lease

P.D. 16/11/42

INFORMATION FROM R.C.M.P.

DATE June 28, 1943

File No. 3303

Name ARIKADO, Toyokumi
(Surname in Block Letters)

Registration No. 05060 — Male (x) - Female (Check) — Age July 10,1911

Former Address 747 E. Cordova, Vancouver

Date Evacuated _____ — Naturalized - Canadian-Born (x) - National (Check)

Present Address 435 Bartlett Ave. Toronto. Ont. 9/5/47
~~Central Y.M.C.A.~~
~~40 College St. Toronto. Ont.~~

Married - Single (x) (Check)

Name of Wife _____

Name of Husband _____

Name of Mother HISTOMI, Shige #02523 — Name of Father ARIKADO, Yataro #03649

Names of Children under 16 _____

Requested by R.C.T. — Registered with Custodian Yes (Yes or No)

Additional Information Proprietor of Confectionery Store, owner of House & property.

REG. NO.	NAME	FILE NO.
05060	ARIKADO, Toyokumi	3303

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
Atlas Assurce. Co. Ltd. of London, Eng.	Renewed Pol. # M-247835 - Atlas Assce. Co. M-246220	$2,400.	Oct.	18th	1942	No. 201-205½ on N. E. corner of Powell Street, and Main St., Vancouver, B. C.
Atlas Assurce. Co. Ltd. of London, Eng.	Renewed Pol. # M-249222 - Atlas Assce. Co. M-247835	$2,400.	Oct.	18th	1943	No. 201-205½ on the N.E. corner of Powell St., and Main Streets, Vancouver, B. C.
Atlas Assce. Co. Ltd. of London, Eng.	Renewed Pol. # M-249189 - Atlas Assce. Co. M-247797	$5,000.	Sept.	27th	1943	Nos. 207-213 on the N. side of Powell St., bets. Main St. and Cope Ln. Ave., Vancouver, B. C.
Law Union & Rock Insce. Co. Ltd.	Renewed Pol. # 28970 - Law Union Rock. 28193	$1,000.	April	24th	1943	No. 201 on the N. side Powell St., bets. Main St. and Cope Ave. Vancouver, B. C.
The British Columbia Plate Glass Insce. Co.	Renewed Pol. # 32072 - B.C. Plate Glass 30701	$.....	July	2nd	1943	N. E. corner Main & Powell Sts. Vancouver, B. C.
Law Union & Rock Insce. Co. Ltd.	Renewed Pol. # 29681 - Law Union Rock. 28970	$1,000.	April	24th	1944	No. 201 on N. side Powell St., Vancouver, B. C.
The British Columbia Plate Glass Insce. Co.	Renewed Pol. # 32663 - B.C. Plate Glass 32072	$.....	July	2nd	1944	N/E corner MAIN & POWELL STS. Vancouver, B. C.

cont'd. on page 2

INSURANCE SUMMARY

201, 203, 205, 207, 209, 213 Powell Street, Vancouver, B.C.
Toyokumi ARIKADO Registration No. 05060 File No. 3303

At date of evacuation this property was covered by insurance as follows:

On Nos. 207 - 213 Powell — Atlas Assurance Co. Ltd. Policy M-246207, $5,000.00 expiring 27 September 1942. Loss payable to mortgagees.

On Nos. 201 - 205 Powell — Atlas Assurance Co. Ltd. Policy M-246220, $2,400.00 expiring 18 October 1942. Loss payable to mortgagees.

On contents of 201 (Stock $200.00, fixtures $800.00) - Law Union and Rock Insurance Co. Ltd. - Policy 28193 - $1,000.00 expiring 24th April 1943.

On windows of 201 - 205½ Powell — B.C. Plate Glass Insurance Co. - Policy 30701, expiring 2nd July 1942.

Policy Atlas M-246207 was renewed annually by policies M-247797, M-249189, and M-275445. Policy M-275445, expiring 27 September 1945 was assigned to the purchasers, Same Nee, et al on 16th March 1945.

Policy Atlas M-246220 was renewed annualy by policy M-247835, M-249222 and M-275480. Policy 275480 was assigned to the purchasers 16th March 1945.

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REG. NO.	NAME	FILE NO.
05060	ARIKADO, Tayokusi	3393

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
Atlas Assur. Co. Ltd.	Renewed Pol # 27544 Atlas Assurance Co. M - 24913	$5000.	Sept.	27	44	Nos. 207-213 on the N.side Powell St.betw.Main & and more fully described in Lots 9&10 Blk 4, D.L. 196, Plan 92[illegible] in the City of Vancouver, B.C.
Law Union & Rock Insurance Co. Ltd.	29683	$800.00	April	24	1945	201 Powell St., Vancouver, B.C.
B.C.Plate Glass Insurance Company	Pl.Glass 32883		July	2nd	1945	N/E Corner Main & Powell St. Vancouver, B.C.
Atlas Assurance Company Limited	M-75445	$1,000.	Sept.	27	1945	207-213 Powell St., Vancouver, B.C.
Atlas Assurance Company Limited	Transferred to New Owners 16/3/45 M-75480	$2,40[illegible]	Oct.	18	1945	Lts.9 &10, Blk.4, D.L.196, Pl 201-205 NE Cor. Powell & Main St., Vancouver, B.C.

Policy Law Union & Rock 28193 was renewed by policy 28970, $1,000.00 and this was renewed as to $800.00 coverage of fixtures by Policy 29683, expiring 24th April 1945 and transferred to purchasers of building 16th March 1945.

Policy B.C. Plate Glass 30701 was renewed annually by policies 31413, 32072, and 32883. Policy 32893 expiring 2nd July 1945 was transferred 16th March 1945 to the purchasers of the property, Sam Hee et al.

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

IM:ic

DATED: July 14th, 1947.

LIABILITY SUMMARY

Torokuni ARIKADO Registration No. 05060 File No. 3303

Above declared trade debts as follows:

1. Western Finance Company, New Westminster, $80.00. This claim was withdrawn 9th September 1942.

2. Store Fixture Supply House, $90.00. Claim paid 4th September 1942 by Custodian.

3. Commercial Credit Company, Vancouver, $500.00. No record on file of disposition of this claim.

Workmen's Compensation Board, $39.55, filed 16th May 1944. Mr. Arikado denied liability 23rd May 1944 as being against his tenant, Safety Garage Company. Claim removed from file 30th May 1944. No further reference on file.

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

July 14th, 1947.

Ian Macpherson

DM:ic

DATED: July 14th, 1947.

REAL PROPERTY SUMMARY

JAPANESE NAME: Toyokumi ARIKADO Reg. No. 05060 File No. 3303

CATALOGUE NO: 179

PROPERTY ADDRESS: Nos. 201 to 209 Powell Street, Vancouver, B.C.

LEGAL DESCRIPTION: Lots 9 and 10, Block 4, District Lot 196, Group 1, New Westminster District, Plan 184.

TITLE: Registered in name of Toyokumi Arikado. Certificate of Title No. 59742-L.

ENCUMBRANCES:

Registered: 82273-H. 25 July 1930 - 2.50. Henry Breedon Everard, and Katheen Dorothy Boyd Everard. (Joint Tenants). Mortgage for $4000.00 Due 25 July 1935. Int 7%.

5927-M. 4 August 1937 - 11. Shell Oil Company of British Columbia Limited. Lease Easterly 75 feet 3 years from 1 July 1937. $60.00 monthly

20080-M. 20 November 1940. 11.25. City of Vancouver. Indemnity Agreement. Easterly 75 feet.

Unregistered: No indication of any unregistered charges.

Vesting: Of interest of Toyokumi Arikado 34603 filed 11th August 1942.

ASSESSED VALUE: 1942

Land	$10185.00
Improvements	7100.00
	$17285.00

Taxes - $732.88

CLASSIFICATION: Commercial property consisting of two lots with a frontage of 50 feet on Main Street and 120 feet on Powell Street at the northeast corner of Main and Powell, with two storey building.

H.D. Campbell reports 24th April 1942, as follows:

"This property consists of a lot of 120'x50' situated at the corner of Main and Powell Streets. There are two buildings on the property, one a Gas and Repair Station under Powell Street number 209; the other building is divided into two stores with living quarters above, bearing Powell Street Nos. 201 and 205.

The building at 209 is of hollow tile construction and was built for the purpose of carrying on a Gasoline Service Station business and minor repair work.

The building bearing the two street numbers 201 and 205 is, as previously stated, divided into two stores. The

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store bearing the number 201 is occupied by Arikado himself where he carries on a Confectionery Business.

The store bearing the number 205 was previously rented to a Japanese tenant who has already been evacuated. His fixtures are still on the premises.

The second storey, which covers the premises over both the foregoing numbers, is divided into three suites which are currently rented for $15.00, $12.00 and $10.00 respectively.

The building, which includes the two stores with living quarters above, is an original frame one but since buying the property Arikado has made considerable improvements, one of which was to have the exterior refinished with some sort of rubberoid brick veneer at a cost of approximately $1500.00."

HISTORY OF ADMINISTRATION: The original mortgage, registered as #2273-H, and dated 25th July 1930, was given by Edward Davison to Henry Breedon Everard and his wife Kathleen Dorothy Boyd Everard, to secure the sum of $4,000.00 with interest at 7%. This mortgage was extended by agreement dated 25th January 1941 between Toyokuni Arikado and the above mrtgagees in like sum of $4,000.00 to be paid by annual instalments of $1,000.00, the final payment falling due on 25th January 1945. At date of evacuation of Arikado no payment on principal had been made, but interest was not in arrear. Under the Custodian's administration interest amounting to $700.00 was paid, and at date of sale by the Custodian the balance owing and due, 25th January 1945, was $4,000.00. The sale was made subject to this mortgage not being obtainable, as Mr. Everard was a prisoner of war in Germany and his wife not being in possession of a power of attorney from her husband. On 6th June 1945, Richards, Akroyd and Gall Limited, representing the mortgagees, advised the Custodian that they were then in a position to grant a release and that the purchasers from the Custodian had informed them that the mortgage would be taken up on 25th October 1945. As Arikado was liable under the personal convenant clause of the mortgage, we have made search at the Land Registry Office and find that a release of the mortgage was filed on 26th October 1945 as filing No. 116058.

Richards, Akroyd and Gall Limited were acting as rental agents of these premises for Mr. Arikado and were requested to continue as rental agents by the Custodian. They remitted to the Custodian on 12th June 1942 the balance of revenue on hand, $709.58 which has been credited to the Arikado account. As from 1st June 1942 the rentals and arrears were collected by the Custodian. The total revenue collected and credited to Arikado amounted to $6065.33.

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No. 209 POWELL STREET

The lease filed as 5927-M, was renewed by a lease dated 10th May 1940, covering the easterly 75 feet of these two lots and was for a period of three years from 1st July 1940, given by Edward Davison to the Shell Oil Company of Canada, the rental being $60.00 per month. This lease contained no option of renewal to the Lessee, but provided for cancellation in event of sale of the property. It also provided that the Lessor would make all repairs and replacements not occasioned by negligence of the Lessee. There is no record on file of an amendment of the terms of this lease, but the Shell Company continued in occupation at a rental of $50.00 per month 1st May 1942, and paid $60.00 for the month of July 1942. As the statement sent to the Custodian by Richards, Akroyd and Gall reported the rents paid by Shell to May 7th and to June 1st as $50.00 per month it would appear that the rental had been reduced at some date previous. The rentals received from Shell were $1810.00.

By arrangement with Shell Oil Company, A.L. King operated these premises as the Safety Garage, and reported repairs necessary. "To maintain a reasonable state of repair," the Shell estimated an expenditure on that part of the building would amount to $3890.00 (29th June 1943 attached to Richards, Akroyd & Gall Limited letter September 12, 1944). The Shell Company notified Richards, Akroyd & Gall on 5th October 1944, the latter would be held responsible for any damage resulting from the state of disrepair. Richards, Akroyd & Gall obtained from Allan & Viner Construction Co. Ltd. on 8th November 1944 a tender to make the necessary repairs of $1545.00 with $556.00 additional for 1944 sq. feet of new concrete flooring if required. A memo 13th November 1944 on file gives $7500.00 as the value of the building in its then condition in the view of the agents and the repairs were not authorised.

The Advisory Committee was advised of this situation and the condition of the property on 13th September 1944 with a suggestion of reduction of price. Mr. Durkee replied on 21st September 1944 that a reduction of the proposed minimum price of $13,000.00 was not justifiable. From letters on file to Messrs. Campbell & Pemberton and R. Evans dated 24th November 1944 it appears, however, that the minimum of the Advisory Committee had been reduced to $12,000.00.

and 205
No. 201/POWELL STREET

No. 201 was formerly occupied as a store by Mr. Arikado, and was leased by him for a period of two years from 19th May 1942 at a monthly rental of $65.00 to E.G. Jones, who paid to the Custodian the rent and occupied the premises to the 30th May 1943, the revenue so derived being a total of $715.00.

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Jones did not comply with the City's requirements for the operation of a restaurant, and cancellation of his license was threatened. The rental agents also advised the Custodian 14th April 1943 that he was an unsatisfactory tenant. Jones assigned his lease to Peter Hem on 19th April 1943 which lease was assigned to the Custodian on 24th April 1943 for the consideration of $1.00. The premises together with No. 205 Powell were then leased by the Custodian to Sam Hee and Sam Shew Ying on 24th April 1943 for a term of two years at a monthly rental of $75.00. Up to this occupancy No. 205 had remained vacant. These tenants occupied from 1st May 1943 to 31st January 1946, 21 months at a total rental of $1575.00.

No. 203 POWELL STREET

Entrance to the three suites above 201 and 205. One suite was occupied for five months from 1st April 1942 by a Japanese named Kumano at $10.00 per month -- revenue $50.00. Another suite by a Japanese, Mori, for one month at $12.00 and succeeded by a Japanese, Hamaguchi, for one month at $12.00. After the evacuation of these Japanese one of the suites was occupied from October 1942 to February 1944 - 16 months by a Mrs. Foster at $20.00 per month, total revenue $320.00. Mrs. Foster was succeeded in tenancy by Sam Hee from the 15th March 1943 to 31st January 1945, 10½ months at $20.00, total $210.00; another suite by D. Mix from 5th October 1942 to 30th November 1943 at $20.00 per month, total $256.75; and succeeded by N.L. Cooper from 1st December 1943 to 31st March 1945, 16 months at $20.00, $320.00.

The total of these rents paid to the Custodian during the period of his control was, as above, $5355.75, to which is to be added the $709.85 from Richards, Akroyd & Gall above, making the total revenue from the property of Toyokumi Arikado placed to his credit $6065.33.

APPRAISAL:

The Custodian on 14th November 1944 requested the Vancouver Real Estate Exchange to make an appraisal of the property - Lots 9 and 10 and the improvements thereon. The premises were inspected on behalf of the Exchange by Mr. McGregor of McGregor Greery & Farmer Ltd., Mr. Nicolls of Nicolls, Maitland & Co. Ltd., and Mr. Fowler of Rand & Fowler Ltd., and the Exchange Board reported to the Custodian on on 20th November 1944 its estimate of value as $7,500.00. This estimate was supplemented on the 22nd by the Board's report on the condition of the building as noted by inspection, from which is quoted

"When viewing this property we found the garage building which occupied the easterly 75' to be in a very bad state of repair and of extremely light structure. The concrete floor is very badly broken. The roof and westerly wall are leaking very badly and a considerable amount will have to be expended in repairs immediately to preserve

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what is there. The roof may be in a dangerous condition and should be carefully examined.

The building on the westerly 45' is a cheaply constructed frame building with an imitation brick rubberoid facing. The main plumbing drainage pipes being on the outside northerly wall, and subject to freezing in our cold weather.

The general area is largely vacant and has been since the Japanese were evacuated.

In our opinion before this area can be rehabilitated many of these buildings must be destroyed and new buildings constructed.

The present revenue, without making any allowance for vacancy or depreciation, only pays 7% on $9,000.00, and we feel quite satisfied that the necessary repairs could not be made for even $1,500.00."

OFFERS: From A.L. King, occupant of Safety Garage, of $6,000.00. Mr. King was advised on 5th November 1943 of refusal of this offer.

From Campbell & Pemberton 27th March 1944, on behalf of an undisclosed client, $10,500.00. Purchaser would be willing to buy the restaurant equipment at an appraised price. The offer was rejected on 3rd April 1944. The offer was renewed 30th October 1944 at $10,500.00 for real property and $860.00 for the restaurant chattels. The Custodian's reply on 24th November 1944 was that the minimum price had been fixed at $12,000.00.

From R. Evans 16th November 1944 on behalf of a client, a Mr. Morris, of $12,000.00, payable $7,000.00 cash and balance of $1,000.00 yearly at 5%. On 20th November 1944 this offer was revised at $11,000.00 cash. Mr. Evans was advised on 24th November 1944 of the fixed minimum price of $12,000.00.

From H.D. Campbell 12th January 1945 an offer by Sam Ying (one of the tenants) of $12,000.00 to include the equipment of the restaurant and "provided that a reasonable tentative settlement could be made by him with the Shell Oil Company in connection with the repairs demanded." On 22nd January 1945 Mr. Campbell verbally advised the Custodian that the above proviso as to the Shell Oil was withdrawn. The offer as revised was accepted by letter 27th January 1945, on the basis of purchase of the real property at a price of $11,000.0 $8,000.00 cash and assumption of the mortgage of $4,000.00 to Mr. & Mrs. Everard, and a price of $1,000.00 for the equipment of the restaurant to be conveyed by a Bill of Sale to the purchasers - Sam Hee, Sam Chew Ying, Sam Shew Chong. This equipment was appraised for the Custodian by W.G. Willard on 17th October 1944 who estimated its value at $857.10.

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In a letter received at this office 15th January 1945 Mr. Arikado approved of this proposed sale and price.

SOLD: To: Sam Hee, Jang See, wife of Sam Hee, Sam Shew Ying and Sam Shew Chong for $11,000.00 as at 27th January 1945.

Approved by the Advisory Committee 23rd January 1945. Deed conveying subject to registered charges 82273-M (mortgage) 5927-M (lease to Shell Oil Company) and 20080-M (indemnity agreement) dated 1st March 1945, registered 8th March 1945. Title in above names issued as 119875-L on 7th April 1945.

A Bill of Sale conveying to the above named purchasers of the real property approved by the Advisory Committee 23rd January 1945 at a price of $1,000.00 was executed by the Custodian and receipt of same acknowledged by Sam Hee and Sam Shew Ying 23rd March 1945.

FUNDS: Released to the credit of Toyokumi Arikado — Sale price of property $11,000.00 plus rental revenue $6065.33, total - $17065.33; less commission on rents $273.57, repairs $1020.73, sundries $432.55, taxes $2081.99, insurance $369.41, Certificat of Encumbrance $1.00, advertising $4.00, appraisal fees $65.00, registration $24.00, commission on sale $550.00, interest on mortgage $770.00, closing adjustments $156.84, total $5749.09. Net amount released $11,316.24.

TITLE: Certificate of Title No. 119875-L issued in names of Sam Hee, Jang See, Sam Shew Ying and Sam Shew Chong in Land Registry Office, Vancouver, to the order of purchasers.

OLD TITLE: Certificate of Title No. 59742-L in Land Registry Office.

NOTE: Toyokumi Arikado was the holder of a mortgage covering Lots 33 and 34, Block 4, of the North West quarter of Section 50, Town of Hastings, the mortgagors being William Bradshaw and Florence Ellen Bradshaw. This property was purchased by a Mr. Ball, who paid off the mortgage to Richards, Akroyd & Gall, agents of Arikado, and requested a discharge. The mortgage interest had been vested by the Custodian 26th April 1944. It was transferred to the Custodian 10th April 1944 and a discharge executed and sent to Richards, Akroyd and Gall on the 21st April 1944.

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

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DATED: July 14th, 1947.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
APR 25 1942

RE- ARIKADO, TOYOKUMI,

747 East Cordova Street, Vancouver, B. C. - 05060

N.B. Toyokumi Arikado lives at 747 East Cordova Street, with his Father who owns that property. He is unmarried and has no furniture or fixtures listed under that address. The following report is on the property listed as "Lot 9 and 10, Block 4, City of Vancouver, B. C."

1. This property consists of a lot of 120'x50' situated at the corner of Main and Powell Streets. There are two buildings on the property, one a Gas and Repair Station under Powell Street number 209; the other building is divided into two stores with living quarters above, bearing Powell Street Nos. 201 and 205.

2. The building at 209 is of hollow tile construction and was built for the purpose of carrying on a Gasoline Service Station business and minor repair work.

3. The building is insured for $5000.00, expiring on the 27th September, 1942.

4. The premises have been leased for some time to the Shell Oil Company for a rental of $60.00 a month. The rental arrangement on this basis expired recently and was renewed for $50.00 a month by Richards, Akroyd & Gall, Real Estate Agents acting for Arikado.

5. The building bearing the two street numbers 201 and 205 is, as previously stated, divided into two stores. The store bearing the number 201 is occupied by Arikado himself where he carries on a Confectionery Business.

6. Arikado has already arranged through Richards, Akroyd & Gall for rental of these premises, immediately on his evacuation, to Edwin Gerald Jones, 467 East Broadway, on a lease for the term of two years at $65.00 a month.

7. The inventory listed in the Declaration as at 747 East Cordova Street, is, in actuality, the contents of this store and these are to be leased to the incoming tenant along with the premises. In view of the fact that Richards, Akroyd & Gall have made all arrangements in this connection, and the inventory has been checked by the prospective tenant, who was satisfied, I have not completed an inventory of my own.

8. The store bearing the number 205 was previously rented to a Japanese tenant who has already been evacuated. His fixtures are still on the premises, the control of which I understand has been passed by your Office to the London & Western Trusts. Richards, Akroyd & Gall have these premises listed for rent at $30.00 a month, subject to the removal of the previous occupant's fixtures and the consequent return of control of the property to them by your Office.

9. The second storey, which covers the premises over both the foregoing numbers, is divided into three suites which are currently rented for $15.00, $12.00 and $10.00 respectively.

10. This building is insured for $2400.00, expiry date being the 18th October, 1942. There is also insurance on the fixtures

listed in the Declaration of $800.00, and $200.00 coverage on stock. This insurance expires on the 24th April, 1943.

11. The whole property was sold to Arikado about November, 1940, for $8000.00, on which he paid $4000.00 down, the balance being a mortgage of the same amount to Henry Breedon Everard and Kathleen Dorothy Everard jointly. I understand the mortgage interest is current.

12. The building, which includes the two stores with living quarters above, is an original frame one but since buying the property Arikado has made considerable improvements, one of which was to have the exterior refinished with some sort of rubberoid brick veneer at a cost of approximately $1500.00.

13. I understand the taxes on the whole property are paid to date.

14. Arikado advises me that he is under instructions to report to the Commission on the 8th of May and as he is only 29 years old and apparently in good health, may go to one of the work camps. He has promised to advise me immediately he receives definite instructions from the Commission as to his evacuation.

15. I found out from Arikado that in addition to his assets listed, of insurance and a bank account, he owns a mortgage, there being a balance owing to him under the deed of $900.00 from William and Florence Bradshaw on the property at 3339 East 23rd Avenue. Legal description of the property is "Lot 33 and 34, Block 4, N.W.¼ of Section 50, H. & T." The mortgage bears interest at the rate of 7%, was dated the 3rd of April, 1941, and was placed for Arikado by Richards, Akroyd & Gall.

16. I understand from Richards, Akroyd & Gall that Arikado is prepared to authorize them to settle the amounts owing by him and listed in the Declaration under "Trade Debts", amounting to $670.00, from the net revenue of the property.

17. In view of Richards, Akroyd & Gall's close connection with the situation and their secondary interest in the matter representing the mortgagee, I strongly recommend that their appointment, as Agents of this property, be confirmed.

18. I have advised them that I have requested this appointment and further advised them to carry on with any rental arrangements they may have in view, keeping me informed until such time as their official appointment is confirmed by your Office.

April 24, 1942.

R. D. Campbell

H.O. 1132 B.C. 500 9-39—PRINTED IN CANADA

3303

Service Station Lease

THIS INDENTURE OF LEASE, dated the 10th day of May 1940, by and between EDWARD DAVISON of the City of Vancouver, in the Province of British Columbia hereinafter called "Lessor" (whether one or more) and SHELL OIL COMPANY OF BRITISH COLUMBIA, LIMITED, a duly incorporated Company having its head office at 475 Howe Street, in the City of Vancouver, Province of British Columbia, hereinafter called "Shell,"

WITNESSETH:

1. *DEMISE:* That the Lessor does hereby demise and let to Shell, and Shell does hereby lease and hire from the Lessor, all that certain piece or parcel of real property situate in the City of Vancouver Province of British Columbia and more particularly described as follows:

The Easterly Seventy-five feet (75') of Lots Nine (9) and Ten (10), Block Four (4), in Subdivision of District Lot One Hundred and Ninety-six (196), Group One (1), New Westminster District, Plan 184

The parties hereto do hereby covenant and agree to keep and perform the conditions, engagements, and agreements hereinafter expressed, on their respective parts to be performed.

2. *TERM:* The term of this lease shall be for a period of three (3) years commencing on the 1st day of July, 1940, and ending on the 30th day of June, 1943. ~~Shell shall have the option to extend~~ the said term for an additional period of ( ) years by giving the Lessor written notice of exercise of ~~this option at least forty-five (45) days prior to the expiration of the aforesaid term, said additional term being hereinafter in this paragraph referred to as "extended term". Upon the expiration of said term, unless extended by Shell as aforesaid, or upon the expiration of said extended term if so extended~~, either party may terminate this lease by giving to the other thirty (30) days' previous written notice of its intention to do so, and unless such notice is given, this lease shall continue upon the terms and conditions then in force for a further period of one year and so on from year to year until terminated by either party hereto giving to the other written notice at least thiry (30) days prior to the expiration of the then current year of its intention to terminate this lease at the end of said year.

3. *RENTAL:* THE RENTAL for the said premises shall be SIXTY AND ~~60~~ 50/100-------Dollars($60.00) per month. Shell shall pay the said rental to the Lessor monthly in advance on the first day of each and every month of the said term. Payment shall be made to RICHARDS, ROYD & GALL, LIMITED at 614 W. PENDER STREET, VANCOUVER, B.C.

THIS SERVICE STATION LEASE IS A TRUE COPY OF THE COPY OF THE LEASE BETWEEN DAVISON AND SHELL OIL COMPANY OF BRITISH COLUMBIA

Benjamin

A Notary Public in and for the Province of British Columbia

4. *COVENANT TO PAY RENT AND FOR QUIET ENJOYMENT:* Shell hereby covenants with the Lessor that it will, during the said term, or any extension or continuance thereof, pay unto the Lessor the rent hereby reserved, in the manner hereinbefore mentioned; AND the Lessor hereby covenants with Shell that it, paying the rent hereby reserved and performing the covenants herein on its part contained, shall and may peaceably possess and enjoy the demised premises for the term hereby granted, or any extension or continuance thereof, without any interruption or disturbance from the Lessor, or any other person or persons lawfully claiming by, from or under it.

5. *TAX RATES:* Shell shall pay any taxes which may, during the term hereof, be levied or assessed on personal property or improvements owned by Shell located on the said premises. All other real or personal property taxes or assessments shall be paid by the Lessor. Shell shall pay for all water, gas, heat, and electric current used by it on the said premises during the continuance of this lease.

6. *USE OF THE PREMISES:* It is the intention of the parties hereto that the demised premises will be used primarily for the maintenance and operation of an automobile supply or service station, including greasing and/or washing racks, and for any and all purposes incidental to and/or commonly maintained in connection with automobile supply and service stations, and for the erection and maintenance of sign or bill-boards for advertising purposes. The use of the premises for such purposes, however, shall not preclude Shell from maintaining, conducting and operating any other lawful business thereon. In the event Shell shall erect any improvements on the said premises, Shell shall pay for all labor and materials used or furnished to be used for it in the construction of said improvements, and shall save the said premises and the Lessor harmless from any lien or claim of lien in respect thereto. Shell shall observe all the requirements of law or lawful ordinances or orders relating to the conduct of its business on said premises.

7. *DEFAULT:* In the event of the failure of Shell to pay the said rental, or any installment thereof, at the times or in the manner hereinbefore provided, or in the event of the default of Shell in the compliance with any of the other conditions, covenants, or agreements hereof on its part to be kept and performed, then the Lessor may, at its option, terminate this lease and/or may re-enter the said premises and exclude all other persons therefrom, if Shell shall continue in such failure or default for thirty (30) days after Lessor has made written demand for payment or performance, but upon such termination or re-entry by Lessor Shell shall be relieved from all its obligations hereunder thereafter to accrue. If Shell shall abandon said premises before the expiration or sooner termination of this lease and shall fail to pay the said rental after such abandonment, Lessor may, at its election, unless such surrender is accepted by it, lease said premises to a tenant other than Shell for the unexpired portion of the term hereof for the benefit of Shell, and should the monthly rental under such tenancy be less than that herein provided, Shell shall be responsible for the payment of the difference between said two amounts. Any waiver by the Lessor hereunder shall not be deemed a continuing waiver, nor disentitle the Lessor thereafter to terminate this lease in accordance with the provisions of this paragraph on account of any subsequent default. Forfeiture shall not be the sole remedy of the Lessor hereunder.

8. *INDEMNITY:* Shell shall save and hold the Lessor harmless from and against all claims and liability for death or injury to persons or damage to property occasioned by the negligence of Shell and occurring in or on or about the said premises while Shell is in actual and exclusive possession of the premises.

9. *TERMINATION OF LEASE:* At the option of Shell and upon written notice thereof being given to the Lessor, this lease shall forthwith terminate in the event that it is or shall become unlawful for Shell to maintain or operate an automobile supply or service station upon the demised premises, or in the event any portion or portions of the premises shall be condemned or otherwise conveyed for road or street or other public or quasi-public purposes. In the event the flow of vehicular traffic past the demised premises shall be substantially diminished by reason of the relocation, improvement, closing or abandonment of any highway or street or the opening of any new highway or street, or by reason of any other cause of a similar nature, then Shell shall have the right to terminate this lease by giving thirty (30) days' previous written notice to Lessor. Shell shall have the right and option to terminate this lease at any time by giving the Lessor ninety (90) days' previous written notice of such termination. Upon any termination of this lease pursuant to the provisions of this paragraph, both parties shall be relieved from any obligations or liability hereunder thereafter to accrue.

10. *REMOVAL OF IMPROVEMENTS:* Any and all buildings or other improvements, equipment, machinery and/or materials upon the demised premises which shall have been erected or placed thereon by Shell, or acquired by Shell, whether before or during the term hereof, shall be and remain the personal property of Shell, and freely removable by it at any time or from time to time during the term of this lease or within thirty (30) days after the expiration or sooner termination hereof, howsoever effected; provided, however, that if such removal shall not be completed within the said period Shell shall be deemed to have waived the right of removal.

11. *RIGHT OF INSPECTION AND EXHIBITION:* The Lessor shall be entitled at all reasonable times, and in a reasonable manner, to inspect the demised premises and exhibit the same to prospective purchasers thereof, but this right shall be so exercised as not to impede or interfere with the conduct of Shell's business on the premises.

12. *ADJOINING PREMISES:* The Lessor covenants and agrees during the life of this lease not to sell, offer for sale, store, or advertise, any petroleum products upon or from any premises in which Lessor has any interest located in the immediate vicinity of the demised premises, nor to permit or suffer any other person to do so.

13. *FORECLOSURE-DELINQUENT TAXES:* In the event the holder, trustee or beneficiary of any present or future lien or encumbrance upon the demised premises or any portion thereof, or upon the Lessor's interest or estate therein, shall become entitled, from whatsoever cause, to declare a default thereunder and/or to sell, by foreclosure or otherwise, the premises or any portion thereof, or the Lessor's interest or estate therein, Shell shall have the right, at its sole election at any time prior to such foreclosure or other sale, to terminate this lease and its further obligations hereunder with or without prior notice thereof to Lessor, or Shell shall have the further right, at its sole election, to cure, by payment or other performance, any breach of Lessor occurring under any such lien or encumbrance and be subrogated to the extent of such payment or other performance to the rights of the holder thereof. In the event any taxes or assessments borne by Lessor hereunder shall have become delinquent, whether before or during the term hereof, Shell may at its election pay same together with accrued interest and penalties. Any and all amounts paid by Shell upon any lien, encumbrance, tax or assessment as herein mentioned may, at Shell's option, be deducted from and offset against any rentals payable hereunder.

14. *PERFORMANCE BY LESSOR:* Each and every covenant, agreement and condition herein provided to be kept, performed and/or observed by the Lessor is a material inducement and consideration for the leasing of the demised premises by Shell, and any breach, violation or failure with respect thereto by the Lessor, its tenants, licensees, successors or assigns, shall entitle Shell, at its election, forthwith to terminate this lease and its further obligations hereunder by giving the Lessor written notice of such termination, and no waiver by Shell, express or implied, of any such breach, violation or failure shall constitute a waiver of any other or subsequent breach, violation or failure, whether of like nature or otherwise.

15. *NOTICES*: Any notice contemplated by the provisions of this lease may be given by either party to the other by depositing the same in His Majesty's Mail, postage thereon fully prepaid, for delivery by registered mail. Unless written notice is given of change of address, any such notice to be given to the Lessor may be addressed to the Lessor at 2063 PENDRELL STREET, VANCOUVER, B.C.

and any such notice to be given to Shell may be addressed to it at 475 Howe Street, Vancouver, B. C. Any notice given hereunder by registered mail shall be deemed to have been fully given for all purposes at the expiration of twenty-four (24) hours after the same is deposited in His Majesty's Mail for delivery as aforesaid.

16. *SURRENDER OF POSSESSION*: At the expiration or sooner termination of this lease Shell shall peaceably and quietly quit and surrender to the Lessor possession of the demised premises and all buildings, improvements, equipment and machinery thereon belonging to the Lessor in as good condition as reasonable wear and tear, deterioration from use and natural causes will permit, it being intended hereby that Shell shall in no event be liable for repairs or replacements of any buildings, improvements, equipment and/or machinery, hereby demised, or for deterioration, loss or destruction thereof or damage thereto caused by or resulting from fire, earthquake, action of the elements, casualty, use, decay or any other cause whatsoever, whether of a like or dissimilar nature, unless such repairs or replacements are necessitated by the negligence of Shell. Such repairs or replacements shall not be deemed to be necessitated by the negligence of Shell if occasioned by the ordinary use of the premises for service station purposes.

17. *ABATEMENT OF RENTAL*: At the option of Shell, the rental payable hereunder shall forthwith abate in the event that any portion or portions of the demised premises, the property of Lessor, shall be damaged or destroyed by fire, action of the elements, act of God, or in any other manner not caused by the negligence of Shell, and no further rental shall accrue hereunder from and after the date of such abatement until the premises have been restored to their former condition by the Lessor.

18. *REPAIRS AND REPLACEMENTS*: The Lessor agrees to make all repairs and replacements to buildings, improvements, equipment and machinery hereby demised, not occasioned by the negligence of Shell. In the event the Lessor fails to commence making such repairs or replacements within five (5) days after requested by Shell so to do and to diligently carry the work to completion, the same may, at Shell's election, be made by Shell and the cost thereof shall be paid by the Lessor to Shell upon demand or, at the option of Shell, such cost may be deducted from and offset against any rentals payable hereunder.

19. *SUCCESSORS AND ASSIGNS—SHELL'S ACCEPTANCE*: This agreement and all and several its terms, covenants and conditions shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto. It is expressly understood and agreed that Shell shall not be bound by any of the terms, conditions, or covenants hereof unless and until this lease has been accepted by Shell and a copy of the same, signed by a duly authorized officer of Shell, has been delivered to the Lessor by Shell.

20. *PRIOR AND COLLATERAL AGREEMENTS*: This agreement shall constitute the entire agreement between Lessor and Shell and no other stipulation, agreement or understanding, oral or written, express or implied, of the parties hereto or of their agents, relating to the subject matter of this agreement, shall limit or modify its terms. This agreement shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, express or implied, between Lessor and Shell, or their respective predecessors in interest, for the use and occupancy of the demised premises. This agreement shall not be subject to modification or change except by written instrument duly signed.

21. IT IS SPECIFICALLY UNDERSTOOD AND AGREED between the Parties hereto that in the event of the Lessor effecting a bona fide sale of the land and building of which the demised premises form part, the Lessor specifically reserves the right and privilege of cancelling the within lease upon delivering to the Lessee Ninety (90) days written notice that such sale has been effected and of his intention to so cancel the within Lease, and that the Lessor requires the Lessee to vacate the said premises AND the Lessee hereby covenants and agrees with the Lessor to vacate the said premises accordingly at or before the expiration of Ninety (90) days from receipt of notice, which said notice shall be well and sufficiently served by being left by the Lessor or his Agents at 475 Howe Street, Vancouver, B.C.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate as of the day and year first hereinbefore written.

J.D. THORNTHWAITE
614 WEST PENDER ST.,
VANCOUVER, B.C.

Clerk
as to Edward Davison

Witness.

(Sgd) Edward Davison

Lessor.

SHELL OIL COMPANY OF BRITISH COLUMBIA LIMITED

By (Sgd) C.E. Anstie

By (Sgd) G.E. MacKinnon

Lessee.

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

I, JOHN DUNCAN THORNTHWAITE of the CITY of VANCOUVER, 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 EDWARD DAVISON the part Y thereto, for the purposes named therein.

2. The said instrument was executed at VANCOUVER, B.C.

3. I know the said party, and that he is of the full age of twenty-one years.

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Vancouver
in the Province of British Columbia, this 10th
day May 1940

(Sgd) Ian Cameron
~~A Notary Public in and for the Province of British Columbia.~~
A Commissioner for taking affidavits within British Columbia.

(Sgd) J.D. Thornthwaite

3709

This Indenture

made in duplicate the 25th day of July

one thousand nine hundred and thirty

In Pursuance of the Mortgages Statutory Form Act

Between

EDWARD DAVISON, of 2063 Pendrell Street, in the City of Vancouver, Province of British Columbia, Gentleman. (hereinafter called "the Mortgagor")

OF THE FIRST PART:

AND

HENRY BREEDON EVERARD, Engineer, and KATHLEEN DOROTHY BOYD EVERARD, wife of Hendry Breedon Everard, both residing at Laurel Cottage, Eakring, Nottinghamshire, England, Jointly. (hereinafter called "The Mortgagees")

OF THE SECOND PART:

Whereas the Mortgagor is seized of and entitled to the legal and equitable estate in fee simple in possession in his own right in and to the lands hereinafter mentioned, and has so represented to the Mortgagee, and the Mortgagee relying thereon has agreed to lend to the Mortgagor the amount hereinafter mentioned upon the security of the said Estate.

Now therefore this Indenture Witnesseth that in consideration of the sum of Four Thousand ($4000.00) - - - - - - - - - - - - - - - - - - Dollars now paid by the Mortgagee to the Mortgagor (the receipt whereof is hereby by him acknowledged), he, the Mortgagor, doth grant and mortgage unto the Mortgagee, his heirs, executors, administrators and assigns forever, all and singular the lands following, that is to say:—

as joint tenants and not as tenants in common

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 Lots Nine (9) and Ten (10), in Block Four (4) Subdivision of District Lot One Hundred and Ninety-six (196), Group One (1), New Westminster District, according to a registered map or plan deposited in the Land Registry Office in the City of Vancouver and numbered_____.

THE ATTACHED IS A TRUE COPY OF THE INDENTURE OF MORTGAGE BETWEEN EDWARD DAVISON AND HENRY BREEDON EVERARD AND KATHLEEN DOROTHY BOYD EVERARD DATED JULY 25th, 1930.

Held by Messrs. Richard, Akroyd & Gall.

DECEMBER 29, 1942.

A Notary Public in and for the Province of British Columbia

Mortgagor Edward Davison

Mortgagee s Henry Breedon Everard and Kathleen Dorothy Boyd Everard

Provided this Mortgage to be void on payment of Four Thousand ($4000.00) - Dollars of lawful money of Canada, with interest at Seven (7) - - - - - - - - - - - - - - per centum per annum, and compound interest as hereinafter provided; the whole thereof in gold coin of present standard weight and fineness, if demanded, as follows:—

On the 25th day of July A.D. 1935.

with interest at the rate aforesaid, to be paid quarterly on each 25th day of January, April, July and October after the date hereof, on so much principal money hereby secured as shall from time to time remain unpaid till the whole of the principal money and interest is paid, whether before or after the same becomes due; but after default, interest at the rate aforesaid shall accrue and be payable from day to day; and taxes and performance of statute Labor. The first payment of interest to be made on the 25th day of October A.D., one thousand nine hundred and thirty

And it is further agreed that on default in payment of any instalment of interest, such interest shall at once become principal and bear interest at the rate aforesaid, which interest shall be payable from day to day, and shall itself bear interest at the rate aforesaid if not paid prior to the next gale day, it being agreed that all interest, as well that upon principal as upon interest, is to be compounded at each day mentioned for payment of interest.

And it is further agreed that the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of said covenants or affect the Mortgagee's right to interest at the rate and time aforesaid.

Provided that in the event of non-payment of the said principal or any part thereof, at the time the same falls due under the terms of this mortgage, it is agreed that the Mortgagee shall not be required to accept payment of said principal moneys without being paid a bonus equal to three months' interest in advance on the principal money so in default.

The Mortgagor covenants with the Mortgagee that the Mortgagor will pay the mortgage money and interest and observe the above proviso.

That the Mortgagor has a good title in fee simple to the said lands and that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances;

And that the Mortgagor has the right to convey the said lands to the Mortgagee;

And that the Mortgagor will execute such further assurances of the said lands as may be requisite;

And that the Mortgagor has done no act to encumber the said lands;

And that the Mortgagor will insure the buildings now or hereafter erected on the said lands in the Insurance Company indicated by the Mortgagee through the agency of the insurance agents or brokers of the said Mortgagee to the amount of their full insurable value in currency, and the said Insurance shall be made payable to the Mortgagee and the policy or policies issued therefor shall be held by said Mortgagee, and that this covenant shall extend to renew the insurance from time to time so that the Mortgagor shall keep the buildings insured to the said amount, provided that in default of such insurance at any time the Mortgagee shall be at liberty to insure as he may deem expedient at the expense of the Mortgagor and the premiums so paid shall immediately become repayable with interest and shall be a lien upon the mortgaged premises until the same are paid with interest at the rate aforesaid, and all the remedies mentioned herein for the recovery of principal and interest shall apply thereto.

Mortgagor Edward Davison

Mortgagees Henry Breedon Everard and Kathleen Dorothy Boyd Everard

Provided that the Mortgagee may effect such insurance without any further consent of the Mortgagor.

And that the Mortgagor doth release to the Mortgagee all his claims upon the said lands subject to the said proviso.

Provided that on default of payment of any portion of the moneys hereby secured, the whole of the moneys hereby secured shall become payable, and all subsequent interest shall fall due and be payable from day to day.

The Mortgagor doth attorn and become tenant from year to year to the Mortgagee from the day of the execution hereof, at a rental equivalent to, applicable in satisfaction of, and payable at the same time as the interest upon the principal hereinbefore provided to be paid, the legal relation of landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, but it is agreed that neither the existence of this clause, nor anything done by virtue thereof, shall render the Mortgagee, Mortgagee in possession, so as to be accountable for any moneys except those actually received.

And further that if default shall be made in payment of any part of the said principal at any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the Mortgagee, and the Mortgagor doth hereby grant full power and license to the Mortgagee to enter, seize and distrain upon any goods upon the said lands, or any part thereof, and by distress warrant to recover by way of rent reserved as in case of a demise of the said lands, as much of such principal as shall from time to time be or remain in arrears or unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent.

Provided that the Mortgagee on default of payment for one calendar month may, on one month's notice to the Mortgagor, enter on and lease or sell the sai dlands. The Mortgagee may lease or sell as aforesaid without entering into possession of the said lands. Should default continue for two months, a sale or lease may be made hereunder without notice. When under the terms hereof a notice is necessary, such notice may be effectually given either by serving same on the Mortgagor, or by leaving the same with a grown-up person on the said lands, if occupied, or by placing it thereon, or on any part thereof if unoccupied, or at the option of the Mortgagee by publishing the same once in some newspaper published in the City of Vancouver, and shall be sufficient though not addressed to any person or persons by name or designation and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability, and such notice shall be sufficient though not otherwise addressed than "To whom it may concern." And that the Mortgagee may sell any of the said lands on such terms as to credit or part cash and part credit and otherwise as shall appear to him most advantageous, and for such prices as can reasonably be obtained therefor, and in the event of a sale on credit, or for part cash and part credit, the Mortgagee is not to be accountable for or charged with any moneys until actually received, and that sales may be made from time to time of portions of the said lands to satisfy interest or parts of the principal overdue, leaving the principal or balance thereof to run at interest payable as aforesaid, and may make any stipulations as to title, or evidence or commencement of title, or otherwise as he shall deem proper; and may buy in or rescind, or vary any contract for sale of any said lands, and re-sell without being accountable for loss occasioned thereby. And for any of the said purposes may make and execute all agreements and assurances he shall think fit. And that the purchaser at any sale hereunder shall not be bound to see to the propriety or regularity thereof. And that no want of notice or of publication when required hereby or other impropriety or irregularity shall invalidate any sale or lease hereunder, or purporting to be made hereunder, but the Mortgagee alone shall be responsible.

And it is hereby agreed that the Mortgagee may pay any liens, taxes, rates, charges or encumbrances upon the said lands, and moneys for insurance against damage by fire, tempest or lightning, and the amount so paid, together with all costs, charges and expenses (solicitor's or otherwise) which may be incurred in the taking, recovering and keeping possession of said lands, or inspecting, leasing, or selling the same, including all the expenses of any abortive sale or sales, and generally in any other proceedings taken to realize the moneys hereby secured or to perfect the title to the said lands, or in connection with the demanding or collecting of moneys in arrear hereunder, shall be a charge on the said lands in favor of the Mortgagee and shall be payable forthwith by the Mortgagor to the Mortgagee with interest at the rate aforesaid until paid, and in default the power of sale hereby given shall be exercisable in addition to all other remedies. In the event of the money hereby advanced, or any part thereof, being applied to the payment of any charge or encumbrance, the Mortgagee shall stand in the position and be entitled to all the equities of the person or persons so paid off, whether any such charges or encumbrances have or have not been discharged.

And it is hereby agreed that the Mortgagor shall pay all costs, charges and expenses incurred in enabling his title to the property hereby mortgaged to be registered in the indefeasible fees register, which shall become payable forthwith and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid.

And that if at any time the Mortgagee by reason of any default herein mentioned, receive from a sale or otherwise howsoever, the whole amount of the said principal, or any portion thereof, he shall also be entitled to, and shall be forthwith paid by the Mortgagor, or may deduct from any moneys derived from the property by sale or otherwise, a bonus equal to three months' interest in advance at the rate aforesaid on the said principal sum or on the portion thereof received.

Mortgagor Edward Davison

Mortgagees Henry Breedon Everard and Kathleen Dorothy Boyd Everard

And it is Hereby Agreed that until payment the amount thereof shall be added to the next instalment of interest and so be a charge upon the lands and shall bear interest at the rate aforesaid.

And it is Hereby Agreed that payment of the principal and interest hereunder shall be made to the Mortgagee or his authorized agents at Vancouver, B. C., and on full payment being received by them they shall have reasonable time to obtain a proper discharge of the within mortgage from the Mortgagee for delivery to the Mortgagor.

The authorized agent of the Mortgagee at Vancouver, B. C., is Richards, Akroyd & Gall, 325 Homer Street.

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

Signed, Sealed and Delivered
IN THE PRESENCE OF

"D. Love"
325 Homer Street
Vancouver, B.C.
Accountant

"Edward Shackle Davison" (Seal)

FOR MARRIED WOMEN

I HEREBY CERTIFY that, on the ..... day of ....., 19.....
at ....., in the ..... of .....
....., personally known to me
to be the wife of ....., appeared
before me, and being first made acquainted with the contents of the annexed instrument, and the nature and effect thereof, acknowledged on examination, and apart from and out of the hearing of her said husband, that she is the person mentioned in such Instrument as the maker thereof and whose name is subscribed thereto as party, that she knows the contents and understands the nature and effect thereof, that she executed the same voluntarily without fear or compulsion or undue influence of her said husband, that she is of the full age of twenty-one years and competent understanding, and does not wish to retract the execution of the said Instrument.

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

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

NOTE.—Where the person making the acknowledgement is not personally known to the officer taking the same, instead of the words "personally known to me" insert the words "by the evidence on oath of , who is personally known to me, proved."

#82273

Dated 25th July 1930

Edward Davison

—AND—

Henry Breedon Everard and
Kathleen Dorothy Boyd
Everard

Indenture of Mortgage

GRIFFIN, MONTGOMERY & SMITH
SOLICITORS, ETC.
VANCOUVER . . BRITISH COLUMBIA

Western Specialty Limited, Law Printers and Stationers, Vancouver, B.C.

FOR MAKER

I HEREBY CERTIFY that, on the .....day of ....., 19.....
at ....., in the ..... of .....
..... [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 .....the person .....mentioned in the annexed instrument
as the maker..... thereof, and whose name.....subscribed thereto as part....., that.....
knows the contents thereof, and that .....executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof, I have hereto set my hand and Seal of Office,
at ....., this .....day of
..... in the year of our Lord one thousand nine hundred

AFFIDAVIT OF WITNESS

To Wit:

I, Douglas Love
of the City of Vancouver, 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 Edward Davison, one of the parties thereto, for the purposes named therein.
2. The said instrument was executed at 325 Homer Street, Vancouver, B.C.
3. I know the said party, and that he is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Vancouver, in the Province of British Columbia, this day of July 1930

(Signed) "J. Stewart Gall"
A Notary Public in and for the Province of British Columbia.

(Signed) "Douglas Love"

3703

THIS AGREEMENT made the 25th day of January in the year Nineteen hundred and forty-one

BETWEEN TOYOKUNI ARIKADO, of 206 Main Street, in the City of Vancouver in the Province of British Columbia.

(hereinafter called "the Mortgagor")
OF THE FIRST PART,

AND

HENRY BREEDON EVERARD, Engineer, and KATHLEEN DOROTHY EVERARD, his wife, both of Derby, in the County of Derbyshire, England., Jointly.

(hereinafter called "the Mortgagee")
OF THE SECOND PART.

WHEREAS by an Indenture of Mortgage dated the 25th day of July 1930, and made between Edward Davison of the one part, and the Mortgagee of the other part the said Edward Davison did grant and mortgage to the Mortgagee ALL AND SINGULAR that certain parcel or tract of land and premises situated, lying and being in the City of Vancouver in the Province of British Columbia, and more particularly known and described as Lots Nine (9), and Ten (10), in Block Four (4), Subdivision of District Lot One Hundred and Ninety-six (196) Group One (1), N.W.D. according to the registered map or plan deposited in the L.R.O., Vancouver subject to a proviso for redemption thereof upon payment of $4000.00 with interest as therein mentioned. AND WHEREAS by divers assurances the mortgagor is now the registered owner of the said lands

AND WHEREAS there is now due upon the before in part recited Indenture the sum of $4000.00

AND WHEREAS the Mortgagor has requested the Mortgagee to extend the time for payment of the said principal money which the Mortgagee agrees to do in consideration of the covenants of the Mortgagor herein contained.

NOW therefore in consideration of the premises the Mortgagor for his self his heirs, executors, administrators and assigns covenants with the Mortg gee their heirs, executors, administrators and assigns that he will pay the said principal sum of $4000.00 by instal of $1000.00 on the 25th January, 1942, $1000.00 on the 25th January, 1943, $1000.00 on the 25th January, 1944, and the balance of $1000.00 on the twenty-fifth day of January, 1945, with interest on all sums from time to time remaining unpaid thereon at the rate of Seven per cent, per annum payable on the twenty-fifth days of January, April July and October in each year until the said principal sum is paid, the first payment of interest to be made on the twenty-fifth day of January 1941

AND IT IS HEREBY AGREED between the parties hereto that this agreement

...ll from the date hereof and without prejudice to the present state of mortgage account be read and construed along with the said mortgage and be treated as part thereof and for such purpose and so far as may be necessary to effectuate these presents, and the said Mortgage shall be regarded as being amended, and the said Mortgage as so amended together with all the covenants and provisoes thereof shall remain in full force and effect PROVIDED that nothing herein contained shall affect or prejudice the rights of the Mortgagee as aginst the said Mortgagor heirs, executors, administrators or assigns or against any surety for payment of the said mortgage debt or any part thereof or as against any subsequent encumbrances or other person interested in the said lands or the rights of any of the persons aforesaid which rights are hereby reserved.

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

SIGNED, SEALED AND DELIVERED in the presence of

"J.D. Thornthwaite"

as to all parties

"Toyokuni Arikado" (Seal)

"H.B. Everard" (Seal)

"Kathleen Everard" (Seal)

by their agent

RICHARDS, AKROYD & GALL

"H.B. Leuty"
DIRECTOR

THE ATTACHED IS A TRUE COPY OF THE RENEWAL OF MORTGAGE BETWEEN T. ARIKADO AND H.B. AND K.D.B. EVERARD DATED JANUARY 25th, 1941.

Held by Messrs. Richards, Akroyd & Gall.

DECEMBER 29, 1942.

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

THIS INDENTURE made the 19th day of April, 1943.

BETWEEN:

EDWIN GERALD JONES, of 467 East Broadway, in the City of Vancouver, in the Province of British Columbia, Salesman, hereinafter called the "Assignor"

OF THE FIRST PART

-and-

PETER HEM, of 316 Powell Street, in the City of Vancouver, in the Province of British Columbia, Businessman, hereinafter called the "Assignee"

OF THE SECOND PART

WHEREAS by a Lease dated the 19th day of May, 1942, made between Toyokumi Arikado as Lessor and the Assignor herein as Lessee, the said Lessor did demise unto the said Lessee the lands hereinafter mentioned to hold from the 19th day of June, 1942, for the term of two years, at a rental of One Thousand Five Hundred and Sixty ($1,560.00) Dollars, for the said term and subject to the Lessee's covenants and agreements therein contained.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One ($1.00) Dollar of lawful money of Canada, now paid by the Assignee to the Assignor, and other good and valuable consideration, receipt of which is hereby acknowledged, the Assignor doth hereby grant and assign unto the Assignee all the estate, title and interest of the Assignor in and to those certain premises referred to in the aforesaid Lease and being the ground floor store of the building erected on the Westerly portion of Lots Nine (9) and Ten (10), Block Four (4), District Lot 196, more commonly known and described as 201 Powell Street, in the City of Vancouver, in the Province of British Columbia, together with all the estate, right, title and interest of the Assignor in and to the goods and chattels therein contained and enumerated in an Inventory attached to the said Indenture of Lease, together with the residue unexpired of the said term of years and the said Lease, and all benefit and advantage to be derived therefrom.

TO HAVE AND TO HOLD the same unto the Assignee subject to the payment of the said rent and the observance and performance of the Lessee's covenants and conditions in the said Lease contained, from and after the 19th day of April, 1943.

AND THE ASSIGNOR AGREES that he now has in him good right, full power and absolute authority to assign the said lease, goods and premises in manner aforesaid according to the true intent and meaning of these presents.

AND that subject to the said rent and to the Lessee's covenants and conditions contained in the said Lease, the Assignee may enter into and upon and hold and enjoy the said lease, goods and premises for the residue of the term granted by the said Lease and every renewal thereof (if any) for his own use and benefit without any interruption by the Assignor or any other person whomsoever claiming or to claim by, through or under him.

AND that the Assignor shall and will from time to time and at all times hereafter at the request and cost of the Assignee, execute such further assurances of the said lease, goods and premises as the Assignee shall reasonably require.

IT IS UNDERSTOOD AND AGREED that the Assignee is not responsible for payment of the rent in arrears up to the 19th day of April, 1943, but that he will be responsible for rent accruing on and after that date.

IT IS FURTHER UNDERSTOOD AND AGREED that possession of the said premises will be given by the Assignor to the Assignee on the 19th day of April, 1943.

IT IS FURTHER UNDERSTOOD AND AGREED that the Assignee is not responsible for any debts or liabilities whatsoever of the Assignor but that the Assignor shall remain solely liable

in respect of any such debts or liabilities.

THIS AGREEMENT shall enure to the benefit of, and be binding upon, the parties hereto, their heirs, executors, administrators and assigns respectively.

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

SIGNED, SEALED AND DELIVERED in the presence of

John Q. Anderson
Barrister Solicitor
Vancouver B.C.

C. L. Jones

Peter Hem

KNOW ALL MEN BY THESE PRESENTS that I, PETER HEM, of 316 Powell Street, in the City of Vancouver, in the Province of British Columbia, Businessman, in consideration of the sum of One ($1.00) Dollar and other good and valuable consideration now paid to me, receipt of which I hereby acknowledge, do hereby assign and surrender unto the Custodian of Enemy Property and his successors in office and assigns, the lands and premises described in the within Assignment of Lease and the unexpired residue of the term of years created by the said Assignment and the Lease to which it refers.

IN WITNESS WHEREOF I have hereunto set my hand and seal at the City of Vancouver, in the Province of British Columbia, this 24th day of April, 1943.

SIGNED, SEALED AND DELIVERED in the presence of

J. H. Wo...

Peter Hem

THIS INDENTURE

Made the 1st day of March in the year of our Lord one thousand nine hundred and forty-five.

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN

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

(hereinafter called the "Grantor")

AND

SAM HEE, Restaurant Owner, JANG SEE, Wife of Sam Hee,
SAM SHEW YING, Cook, and SAM SHEW CHONG, Student,
of the City of Vancouver, in the Province of British Columbia.
(Joint Tenants)

(hereinafter called the "Grantees")

WITNESSETH, that, in consideration of Seven Thousand ($7,000.00) Dollars of the lawful money of Canada and the assumption by the Grantees of a Mortgage against the said land in favour of Henry Breedon Everard, and Kathleen Dorothy Boyd Everard (Joint Tenants) as number 82273-H, amounting to Four Thousand ($4,000.00) Dollars of the lawful money of Canada now paid by the said Grantees to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, DOTH GRANT unto the said Grantees, their heirs and assigns FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, and known and described as Lots Nine (9) and Ten (10) Block Four (4) District Lot One Hundred and Ninety-Six (196) Group One (1) New Westminster District, Plan One Hundred and Eighty-Four (184).

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

TO HAVE AND TO HOLD unto the said Grantees, their heirs and assigns, to and for their sole and only use forever; Subject nevertheless to the reservations, limitations, provises and conditions expressed in the original grant thereof from the Crown, and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed, and to a Mortgage in favour of Henry Breedon Everard, and Kathleen Dorothy Boyd Everard (Joint Tenants), registered as number 82273-H, for Four Thousand ($4,000.00) Dollars.

5927-M. Shell Oil Company of British Columbia Limited. Lease Easterly 75 feet.

20080-M City of Vancouver. Indemnity Agreement. Easterly 75 feet.

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Signature of Witness .....

Street Address .....

City or Town .....

Occupation of Witness .....

A. Brathiem
Assistant Deputy Custodian.

FOR WITNESS

PROVINCE OF ONTARIO }
TO WIT: }

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

1. I was personally present and did see the within instrument duly signed and executed by A. B. Bastien the party thereto, for the purposes named therein.

2. The said instrument was executed at Ottawa

3. I know the said party, and that he is of the full age of twenty-one years.

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Ottawa
in the Province of Ontario, this
1st day of March 1945.

G. G. Bulbert

A Notary Public in and for the Province of Ontario.

F. Carroll

/3303

THIS INDENTURE made in duplicate the day of

in the year of our Lord one thousand nine hundred and forty-five.

BETWEEN:

THE HONOURABLE THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN UNDER THE REVISED REGULATIONS RESPECTING TRADING WITH THE ENEMY (1943)

(Hereinafter called the "GRANTOR")

OF THE ONE PART;

AND:

SAM HEE, Restaurant Owner,
JANG SHE, wife of Sam Hee,
SAM SHEW YING, Cook and
SAM SHEW GHONG, Student
all of the City of Vancouver in the Province of British Columbia.

(Hereinafter called the "GRANTEES")

OF THE OTHER PART:

WHEREAS Toyokumi ARIKADO, Police Registration Number 05060, formerly carried on business as a Confectioner in the City of Vancouver in the Province of British Columbia;

AND WHEREAS the said Toyokumi ARIKADO, a person of the Japanese race, was required to leave the protected area in the Province of British Columbia by order of the Minister of Justice pursuant to the provisions of the Defence of Canada Regulations (Consolidation) 1941;

AND WHEREAS the Grantor under and by virtue of Order in Council Number P.C. 1665 dated the 4th day of March, 1942, as amended, and of the applicable provisions of the Revised Regulations Respecting Trading with the Enemy (1943) is vested with all the right, title and interest of the said Toyokumi ARIKADO in the goods and chattels hereinafter described and enumerated, and hath contracted and agreed with the said Grantees for the sale of the interest of the said Toyokumi ARIKADO in the said goods and chattels for the sum of One Thousand ($1,000.00) Dollars, such sale to be executed by a Bill of Sale to the Grantees herein;

WITNESSETH that in consideration of the premises and of the said sum of One Thousand ($1,000.00) Dollars of lawful money of Canada paid by the Grantees to the Grantor at or before the sealing or delivery of these presents (the receipt whereof is hereby acknowledged) the Grantor hath bargained, sold, assigned, transferred and set over and by these presents doth bargain, sell, assign, transfer and set over unto the Grantees, their respective executors, administrators and assigns, all those goods and chattels hereinafter set forth, described and enumerated as follows:

1 Paravax Freezer Serial #9013
1 Ice Cream Cabinet 6 Hole #123715
1 Ice Cream Cabinet 3 Hole #G803
1 Refrigerator 21 cu. ft. #915683
3 Milk Shake Mixers (2 Ceciliware)
1 Electric Bottle Cooler #84406
1 Soda Fountain
1 Fruit Mixer
1 Cash Register #3708465-4157
6 Set Booth
12 Stools
1 Back Bar
1 Counter
1 Showcase
1 Glass Case
1 Dish Cabinet
2 Tables
2 Cabinet Tables for Stove
1 Coat Stand
1 Monel Metal Sink & Stand
8 Lamp Fixtures and Globes
1 Air Fan Aeroplane
1 Wall Ventilator Fan
1 Gas Broiler
1 Gas Plate
2 Electric Plates
1 Monel Automatic Water Heater
4 Venetian Blinds
1 Electric Clock

3 Ice Cream Cans - 5 gallons
2 Ice Cream Cans - 2 gallons
2 Dishers 30
2 Dishers 24
1 Can Lifter
11 Napkin Holders
3 Straws Stand
10 Sugar Dispensers
7 Sugar Bowls
23 Salt Shakers
43 Spoons
11 Soda Spoons
22 Forks
3 Lifters
17 Knives
4 Kitchen Knives
1 Can Opener
1 Sharpener

2 Wooden Spoons
2 Kettles
2 Pans
1 Dishpan
4 Brooms
1 Dustpan
1 Mop Wringer
1 Mop
1 Pail
1 Window Brush
45 Cups
64 Saucers
70 Plates
19 Soup Bowls
14 Tea Pots
25 Cream Cups
1 Rubber Stamp Pad

126 Tumblers - 6 oz.
8 Metal Milk Shake Glasses
42 Sundae Glasses
11 Soda Glasses
16 Banana Split Glasses
9 Ash Trays
2 Gilchrist Hot Cup No. 23
3 Glass Jugs
15 Glass Plates
17 Glass Dessert Dishes
5 Flower Vases
9 Cookie Jars
8 Stem Glasses 8 oz.
34 Glasses 8 oz.
12 Dinner Plates 10 inch
9 Oval Dinner Plates
4 Chromium Menu Holders
5 Butter Dishes (Glass)

all of which goods and chattels are now in the possession of the Grantees and are situate, lying and being at 201-5 Powell Street, in the City of Vancouver, in the Province of British Columbia, and all the right, title and interest, property, claim and demand whatsoever both at law and in equity or otherwise howsoever of me the Grantor of, in, to and out of the same and every part thereof

TO HAVE AND TO HOLD the said hereinbefore assigned goods, chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto, and therein, as aforesaid, unto and to the use of the said Grantees to and for their sole and only use forever;

PROVIDED that any covenants express or implied on the part of the Grantor are excluded.

The Grantor does not guarantee or warrant and has not made any representations whatsoever to the Grantees as to the quantity, quality, character and condition of the said goods and chattels and the Grantees acknowledge that they have purchased the said goods and chattels after personal inspection thereof and their own investigation without any representation or warranty whatsoever of the Grantor;

AND the Grantees further acknowledge that they have received and accepted delivery of all of the said goods and chattels from the Grantor.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) has executed these presents by his Assistant Deputy and the Grantees have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED and DELIVERED
in the presence of:

as to signature of Assistant Deputy Custodian.

Assistant Deputy Custodian

as to signatures of Grantees

Grantees

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness

Sworn before me this day of , A.D., 1945.

A Notary Public in and for the
Province of Ontario.

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO }
TO WIT: } I,
of the City of Ottawa, in the Province of Ontario
MAKE OATH AND SAY AS FOLLOWS:-

1. That the paper-writing hereunto annexed, and marked "A" is the Bill of Sale and every schedule or inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943).

2. That the said Bill of Sale was made and given by the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada on the day of , 1945.

3. That I was present and did see the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said day of , 1945.

4. That the said Albert Honore Mathieu at the time of making and giving the said Bill of Sale, resided and still resides at in the City of Ottawa, in the Province of Ontario and then was and still is the Assistant Deputy of the Secretary of State of Canada.

5. That the name set and subscribed as the witness attesting the due execution thereof is of the proper handwriting of me, this deponent, and that I reside at and am a

Subscribed to and sworn before me, this }
day of , 1945, }
at the City of Ottawa, in the Province }
of Ontario. }

A Notary Public in and for the Province of Ontario.

BRITISH COLUMBIA
TO WIT;

Affidavit of Bona Fides

"Bills of Sale Act"

I, Sam Hee, Restaurant Owner, of the City of Vancouver in the Province of British Columbia, one of the Grantees in the foregoing Bill of Sale, make oath and say:-

1. That the Assignment therein made is bona fide for valuable consideration, namely the consideration of the sum of One Thousand ($1,000.00) Dollars and that the consideration is duly set forth in the said Bill of Sale; and it is not for the purpose of enabling the Grantees to hold the goods and chattels mentioned therein as against the creditors of the Grantor, The Honourable the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943); and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the said Grantor.

SWORN before me at the of)
in the Province of British Columbia,)
this day of ,)
A.D. 1945.)

A Commissioner for taking Affidavits within British Columbia.

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

1 Paravax Freezer Serial #9013
1 Ice Cream Cabinet 6 Hole #123715
1 " " " 3 Hole #8803
1 Refrigerator 21 cu. ft. #915683
3 Milk Shake Mixers (2 Cecilware)
1 Electric Bottle Cooler #84406
1 Soda Fountain
1 Fruit Mixer
1 Cash Register #3708465-4157
6 Set Booth
12 Stools
1 Back Bar
1 Counter
1 Showcase
1 Glass Case
1 Dish Cabinet
2 Tables
2 Cabinet Tables for Stove
1 Coat Stand
1 Monal Metal Sink & Stand
8 Lamp Fixtures and Globes
1 Air Fan Aeroplane
1 Wall Ventilator Fan
1 Gas Broiler
1 Gas Plate
2 Electric Plates
1 Monal Automatic Water Heater
4 Venetian Blinds
1 Electric Clock

3 Ice Cream Cans - 5 gallons
2 " " " 2 gallons
2 Dishers 30.
2 Dishers 24
1 Can Lifter
11 Napkin Holders
3 Straws Stand
10 Sugar Dispensers
7 Sugar Bowls
23 Salt Shakers
43 Spoons
11 Soda Spoons
22 Forks
3 Lifters
17 Knives
4 Kitchen Knives
1 Can Opener
1 Sharpener

2 Wooden Spoons
2 Kettles
2 Pans
1 Dishpan
4 Brooms
1 Dustpan
1 Mop Wringer
1 Mop
1 Pail
1 Window Brush
45 Cups
64 Saucers
70 Plates
19 Soup Bowls
14 Tea Pots
25 Cream Cups
1 Rubber Stamp Pad

126 Tumblers - 6 oz.
8 Metal Milk Shake Glasses
42 Sundae Glasses
11 Soda Glasses
16 Banana Split Glasses
9 Ash Trays
2 Gilchrist Hot Cup No. 23
3 Glass Jugs
15 Glass Plates
17 Glass Dessert Dishes
5 Flower Vases
9 Cookie Jars
8 Stem Glasses 8 oz.
34 Glasses 8 oz.
12 Dinner Plates 10-inch
9 Oval Dinner Plates
4 Chromium Menu Holders
5 Butter Dishes (Glass)

copy to Mr. Green

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO. 3303

NAME: Tayekumi ARIKADO

DATE ADVERTISED: Sold with premises Catalogue No. 179
(or other information) 201-5-9 Powell Street

APPRAISER'S NAME: W.G. Willard

VALUATION: $857.10

PURCHASE PRICE: $1,000.00

COMMITTEE'S APPROVAL: January 23, 1945.

PURCHASER'S FULL NAME: Sam Hee, Jang See, Sam Shew Ying and Sam Shew Chong

ADDRESS: all of 201 Powell Street, Vancouver, B.C.

OCCUPATION:

BILL OF SALE REQUIRED: YES
(state if purchase price already paid or arrangements made)

ENCUMBRANCES, IF ANY: None

LIST OF CHATTELS SOLD: Listed on Bill of Sale

ARIKADO, Toyokuni
Evac. File #3303
201-205-209 Powell St., Vancouver, B. C.

Garage 209 2nd shown



Picture Taken April 8, 1943.

HAROLD D. CAMPBELL
CHARTERED ACCOUNTANT
600-812 STANDARD BANK BUILDING
VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

January 12, 1945.

Your File No. 3303.

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

Rec'd
File No.

Attention Mr. F. G. Shears:

Dear Sirs: Re- Catalogue No. ~~178~~ 179
201-5-9 Powell Street
Lots 9 & 10, Block 4, D.L. 196

The tenant of the restaurant or main portion of the above property, Mr. Sam Ying, is a client of mine who recently expressed himself as interested in purchasing this property if it could be bought at a fair and reasonable price. On contacting your office with regard to your asking price for same, I was advised that it was $12,000.00. This was considerably more than Mr. Sam Ying considered a fair price, he being aware of the poor state of condition of the building.

On looking into matters further, I found that the portion of the premises rented by the Shell Oil Company is also in bad shape and that a demand from that Company for immediate repairs, has been made which apparently, under the lease which they have, could be enforced by them effecting same and charging them against accruing rentals.

After my lengthy discussions I have been able to obtain an offer from Mr. Sam Ying to purchase this property for $12,000.00 cash, provided the equipment of the restaurant, which is apparently worth several hundred dollars, is included in the sale price, and further provided that a reasonable tentative settlement could be made by him with the Shell Oil Company in connection with the repairs demanded and the renewal of the lease, which expires sometime in the near future.

In my opinion this is a very good offer in view of the condition of the property and the circumstances outlined above, and I would certainly recommend its acceptance on behalf of any client of mine.

Note. Purchaser has $1,000 of hand

Real Estate 11,000.00
Chattels 1000.00
$12,000.00

January 12, 1945.

Office of the Custodian, (Continued)

I would appreciate your giving this offer your earliest consideration and advising me as to the decision of the Advisory Committee in this connection.

Yours very truly,

RCM:JM

P. S. I am submitting this offer to you through my Real Estate Agent, E. A. Alm, to whom, of course, will accrue the commission to which the above offer is subject.

HAROLD D. CAMPBELL
CHARTERED ACCOUNTANT
808-812 STANDARD BANK BUILDING
VANCOUVER, B.C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

Rec'd JAN 24 1945
File No. 3303
Ans.
Referred Peters

January 24, 1945.

File No. 3303

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

Attention Mr. F. G. Shears:

Dear Sirs: Re- Catalogue No. ~~178~~ 179
201-5-9 Powell Street.

Further to my offer to purchase this property under date of January 12, and Mr. Shears' subsequent advice that it had been accepted for recommendation to the Custodian at Ottawa, confirmed at a meeting in Mr. Shears' office on the 22nd inst., at which time a certified cheque for $2,000.00 was received by you as a deposit herein, I am now enclosing a further certified cheque in amount of $6,000.00. This total of $8,000.00 comprises the purchase price of the building and chattels less the amount of the outstanding mortgage of $4,000.00 which my clients are assuming.

I understand that for practical purposes, you are making the Deed to the property in amount of $11,000.00 and a separate Bill of Sale covering the chattels in amount of $1,000.00. This, of course, is satisfactory to my clients.

I also wish to acknowledge receipt from you of a copy of the lease of the garage premises to the Shell Oil Company, to which the purchase of the property is subject.

Will you be good enough to acknowledge receipt of the amount of $8,000.00 and confirm the acceptance of the offer for recommendation to Ottawa.

Yours very truly,

H. D. CAMPBELL.

Per R.C.Messenger

RCM:JM
Encl.

P.S. The Deed to the property is to be drawn in the names of the following as Joint Tenants - Sam Hee, Restaurant Owner,; Jang See, (wife of Sam Hee) Cook; Sam Shew Ying (son of Sam Hee) Cook; Sam Shew Chong (son of Sam Hee) Student, all of 201 Powell Street, Vancouver, B. C., and all Chinese.

R.C.M.

File No. 3303
Catalogue No. 179
201-5-9 Powell Street
Vancouver/9610/4/196

Control of the above property is by us hereby acknowledged and we agree that all adjustments and incidents connected with the sale to us of this property have been settled.

Receipt is also acknowledged of Bill of Sale covering chattels situated at this address and Atlas Assurance Company Ltd. policies Nos. M-275445 and M-275480, Law Union & Rock Insurance Company Ltd. policy No. 29683, and British Columbia Plate Glass Insurance Company policy No. 32883 all of which have been assigned to us.

Dated at Vancouver, B. C., this 23rd day of Mch 1945.

Sam Lee

Sam Shew Ying

_____

_____

This Indenture

made the THIRD day of APRIL,
one thousand nine hundred and forty-one. IN PURSUANCE OF THE ACT RESPECTING SHORT FORMS OF MORTGAGE:

BETWEEN

WILLIAM BRADSHAW, Fireman, and FLORENCE ELLEN BRADSHAW, wife of the said William Bradshaw, both of 3339 East 22rd Avenue, in the City of Vancouver, in the Province of British Columbia, as JOINT TENANTS,

hereinafter called the Mortgagors of the FIRST PART

TOYOKUNI ARIKADO, Restaurant Owner, of 20 Main Street, in the City of Vancouver, Province of British Columbia,

hereinafter called the Mortgagee of the SECOND PART

WITNESSETH that, in consideration of ONE THOUSAND - ($1000.00) - - - - - - - - - - - - - Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagors (the receipt whereof is hereby by them acknowledged), the said Mortgagors DO GRANT AND MORTGAGE unto the said Mortgagee his heirs and assigns for ever ALL that certain parcel or tract (of land and premises) situate in the the City of Vancouver, Province of British Columbia, and more particularly known and described as Lots THIRTY-THREE (33) and THIRTY-FOUR (34), Block FOUR (4) of the North-West Quarter of Section Fifty (N.W.1/4 Sec.50), Townsite of Hastings, Suburban Lands, according to a registered Map or Plan deposited in the Land Registry Office at the City of Vancouver, Province of British Columbia and numbered 1769.

PROVIDED this Mortgage to be void on payment of ONE THOUSAND - ($1000.00) - - - - - - - - - - - - - - - - Dollars of lawful money of Canada, with interest at Seven (7%) - - - - - - per cent. per annum, as well after as before maturity, as follows: That is to say, the said principal sum to be paid ~~d~~ as set out below ~~d~~, and the interest thereon payable in equal quarterly instalments on the third days of January, April, July and October in each and every year until the whole of the said principal sum shall have been fully paid; the said principal sum and interest moneys to be paid at the office of Messrs. Richards, Akroyd & Gall at the said City of Vancouver, the first payment of interest to be made on the third day of July, next (1941), arrears of both principal and interest to bear interest at the rate above mentioned, and such interest on arrears to be a charge on the land in the same manner as all other money hereby secured. The said several payments of principal and interest to be made in gold if required. And taxes and performance of Statute Labor.

THE said Mortgagor covenant with the said Mortgagee that the Mortgagor will pay the mortgage money and interest and observe the above proviso. That the Mortgagor ha ve a good title in fee simple to the said lands.

And that they ha ve 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 all encumbrances.

The said principal sum of ONE THOUSAND ($1000.00) DOLLARS shall be repayable as follows: April 3, 1942 - $50.00, October 3, 1942 - $50.00, April 3, 1943 - $50.00, October 3, 1943 - $50.00, and then the unpaid balance of EIGHT HUNDRED ($800.00) DOLLARS shall become due and payable on the third day of April, 1944.

And the said Mortgagor will execute such further assurance of the said lands as may be requisite.

And that the said Mortgagor ha ve 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. Provided that if and wherever 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 land.

AND the said Mortgagor do release to the said Mortgagee all their claims upon the said lands. Subject to the said proviso. The said Mortgagor covenant with the said Mortgagee that they 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 their 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 one month may, on giving one month's notice, enter on and lease or sell the said lands. And provided also that in case default be made in payment of either principal 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 sale, 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 some manner as if the same were arrears of interest.

PROVIDED that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

AND IT IS HEREBY AGREED between the parties hereto that the Mortgagee may pay any taxes, rates, levies, assessments, charges, moneys, liens, cost of suit or matters relating to liens or encumbrances on said land, or pay any property, mortgage or income tax imposed, or that may be imposed, on the Mortgagee or the Mortgagor in respect of the said property or this Mortgage or the moneys secured hereby, and solicitors' and other charges in connection with this Mortgage, and valuators' fees, together with all costs and charges which may be incurred by taking proceedings of any nature in case of default by the Mortgagor, and the amount so paid 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 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[redacted] shall be in damages only, and the sale under the said powers shall not be affected.

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

AND the Mortgagor[redacted] hereby attorn to the Mortgagee and become tenan[redacted] 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 land 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 this security or otherwise, [redacted] shall be entitled to all the equities and securities of the person or persons so paid off, and are hereby authorized to retain any discharge thereof without registration for a longer period than six months if they think fit to do so.

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 [redacted] shall think proper, or without consideration if [redacted] see 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[redacted] shall not be at liberty to pay the same except after three months' notice in writing to the Mortgagee or upon payment of three months' interest in lieu of such notice.

AND it is also hereby understood and agreed that the said Mortgagee may, upon any default whatsoever on the part of the said Mortgagor[redacted] in payment of any principal sum or interest hereby secured or in the observance of any of the covenants and provisions 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[redacted] 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[redacted] or the said Mortgagee , and to give effectual receipts for the same, provided that the said receiver may be removed and a new receiver appointed from time to time by the said Mortgagee by writing under the hands of any authorized agent or solicitor; and it is further declared that the receiver shall be entitled to retain out of the moneys received by him a commission of five per cent. (5%) on the gross receipts, or such higher rates 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 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 thereto, 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.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals.

P. E. Bradshaw.

SIGNED, SEALED AND DELIVERED in the presence of

J. D. Thornthwaite
614 West Pender
Vancouver. BC
Solicitor.

P. E. Bradshaw

J. Gibbs

FOR MAKER

I HEREBY CERTIFY that, on the day of 19 , at in the Province of British Columbia [whose identity has been proved by the evidence on oath of , who is] personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part , that knows the contents thereof, and that 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 , in the Province of British Columbia, the 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 and for the Province of British Columbia.

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

Registered 3/4/41
No. 22156

Dated APRIL 3, 1941.

WILLIAM BRADSHAW
and
FLORENCE ELLEN BRADSHAW
—TO—
SOYOKUNI ARIKADO

Mortgage

RICHARDS, AKROYD & GALL
VANCOUVER, B.C.

Evans & Hastings, Printers, Vancouver, B.C.

FOR WITNESS

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 is the person whose name is subscribed to the annexed instrument as witness, and that is of the full age of sixteen years, and, having been duly sworn by me, did prove to me that did execute the same in presence 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 , in the Province of British Columbia, the 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 and for the Province of British Columbia.

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

FOR MARRIED WOMEN

I HEREBY CERTIFY that, on the day of , 19 , at , in the Province of British Columbia, , personally known to me to be the wife of , appeared before me, and, being first made acquainted with the contents of the annexed instrument, and the nature and effect thereof, acknowledged, on examination, and apart from and out of the hearing of her said husband, that is the person mentioned in such Instrument as the maker thereof, and whose name is subscribed thereto as party; she knows the contents and understands the nature and effect thereof; that she executed the same voluntarily, without fear or compulsion, or undue influence of her said husband; and that she is of the full age of twenty-one years and of sound understanding, and does not wish to retract the execution of the said Instrument.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at , in the Province of British Columbia, the 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 and for the Province of British Columbia.

NOTE.—Where the person making the acknowledgment is not personallyknown to the Officer taking the same, instead of the words "personally known to me," insert the words "by the evidence on oath of who is personally known to me, proved."

RE - ARIKADO, TOYOKUMI

747 East Cordova Street, Vancouver, B. C. - 05060

RE - 205 Powell Street

1. The premises at the above address are part of the property owned by Toyokumi Arikado. They were previously rented by Ryozo Tanizawa, Registration No. 10282.

2. This man has been evacuated and the control of his property handed to the London & Western Trusts Company Limited.

3. If you will refer to my original report on Arikado, dated the 24th of April, you will note that Richards, Akroyd & Gall have been Arikado's Agents with regard to the property for some time.

4. Richards, Akroyd & Gall, on behalf of Arikado, have received an offer for the rental of these premises at 205 Powell Street, previously rented by Tanizawa, for $30.00 a month, conditional on their being able to rent certain of the fixtures which belong to Tanizawa, for an additional $10.00 a month, the main item involved being a brick oven which cost considerable to build, but if taken down and moved from the premises would become nothing but used fire brick.

5. In view of the duplication of control and my recommendation in the aforementioned report that Richards, Akroyd and Gall be appointed as Agents for this property, I recommend that control of the movable property of Tanizawa be transferred immediately from the London & Western Trusts Company Limited to Richards, Akroyd & Gall Limited.

6. The present involved situation with regard to control of the different properties makes it very cumbersome to act in the matter and if both Arikado's and Tanizawa's property were vested in Richards, Akroyd & Gall, it would be a simple matter to have things arranged to the advantage of both parties.

D. Campbell

April 30, 1942.

H. B. LEUTY
DIRECTOR

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE • REAL ESTATE • RENTALS • MORTGAGES

614 PENDER STREET WEST

VANCOUVER, B. C.

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

ACCIDENT

LIABILITY

INLAND TRANSPORTATION

BONDS

ELEVATOR

BURGLARY

THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
JUN 15 1942

June 12th, 1942.

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

Dear Sirs:-

Re: T.Arikado, Your File No. 3303.

As requested we enclose herewith this Company's cheque for the sum of $791.28 together with vouchers and statement showing disbursements.

You will note the item of $70.00 transfered to Everard re interest on mortgage, this was made prior to receiving instructions from your office.

You will further note the sum of $709.58 carried forward, this is accumulated funds retained by us for the purpose of paying taxes and we enclose tax bill which we understand you will pay immediately.

We have as yet been unable to rent the premises at 205 Powell Street, see your File #1438 R.Tanizawa.

In the event of our drawing leases, please instruct us as to how we are to describe the Lessor (Custodian)

Yours truly,

RICHARDS, AKROYD & GALL., LIMITED.

per. J. W. Thornthwaite

Rental Dept.

H. B. LEUTY
DIRECTOR

Milson
J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

"FIELD, VICTORY, VANCOUVER"

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 8 1942

614 PENDER STREET, WEST
VANCOUVER, B.C.

TELEPHONE: MARINE 8181

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

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THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

September 5th, 1942.

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

Your File 5303.

Attention Mr.Milson.

Re:/ T.Arikado.

Dear Sir:-

It will be necessary to do certain repairs to the roof of the Safety Garage at a cost of $22.50.and following our conversation we have instructed the contractor to proceed with the work as quickly as possible. If in order we shall pay the account from the rental collections as they come due.

With regard your inquiry as to the account of the above with the Store Fixtures Supply House we enclose confirmation that this account has been settled in full.

We also wish to advise you that we have placed a " No Trespass " notice upon 203 Powell Street, which is still vacant.

We anticipate that the whole of the upstairs of the above building will be vacant next week. We have allready had inquiries as to renting the whole floor but considerable work will be required to put it into a habitable condition.

Yours truly,
Richards, Akroyd & Gall.,Ltd.

per. J. W. Thornthwaite
Rental Dept.

H. B. LEUTY
DIRECTOR

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS
RIKROYD

614 PENDER STREET, WEST
VANCOUVER, B. C.

TELEPHONE
MARINE 8141

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

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BURGLARY

THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

OFFICE OF THE CUSTODIAN
JAPANESE PROPERTY
RECEIVED
SEP 10 1942

September 9th, 1942.

3303

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

Attention Mr.Milson.

Your File No. 3303

Dear Sir:-

Re:- T.Arikado, and Western Finance Co.

As the account with the above parties has been fully paid and satisfied we are enclosing herewith for your file or instructions release of Conditional Sale Agreement. Should you wish us to register this document, please return to this office with instructions to that effect.

Yours faithfully,

Richards, Akroyd & Gall.,Limited.

per. J. W. Thorachwall

Rental Dept.

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W. D. NEIL, GENERAL MANAGER, TELEGRAPHS, TORONTO

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W. D. NEIL, General Manager of Communications, Montreal

The following message, subject to the conditions on the back thereof, which are hereby agreed to.

E.T.Arlando
Y.M.C.A.
40 College St,
Toronto.

UPSTAIRS VACANT MUST SUPPLY HOT WATER BATH AND DECORATE THROUGHOUT COST THREE HUNDRED DOLLARS RENT $~~XX~~ Forty FIVE RECOMMEND WORK BE DONE WIRE REPLY

Richards, Akroyd & Gall

Charge.

H. B. LEUTY
DIRECTOR

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS: RIKROYD

814 PENDER STREET, WEST
VANCOUVER, B.C.

TELEPHONE: MARINE 6141

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

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THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 15 1942

December 12th, 1942.

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

Attention Mr. Milsom.

Dear Sir:-

Re: Toyokumi ARIKADO, File # 3303.

You will recall that we have acted as Agents for Mr. Arikadō for some time prior to his evacuation. It has been customary for us in the course of our duties as his Agent to make disbursements relative to interest payments, repairs and the usual charges connected with the operation of rentals.

We readily understand that where the appointment has come about by the assignment of the Japanese to the Custodian and in turn the appointment of ourselves by the Custodian as his Agent, such disbursements must be made by your office.

We consider that in cases similar to Mr. Arikado the operation of the account would be considerably simplified if we were permitted to continue in the same manner as prior to hostilities, rendering you statement substantiated with vouchers instead of to the client as in the past.

We shall be pleased if you would give this matter your consideration and instruct us on this question.

Yours truly,

Richards, Akroyd & Gall., Ltd.

per J. D. Macmillan

H. B. LEUTY
DIRECTOR

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS: RIKROYD

TELEPHONE: MARINE 6141

614 PENDER STREET, WEST

VANCOUVER, B. C.

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD. LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO. LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

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THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

April 14th, 1943.

EVACUATION SECTION
Rec'd APR 15 1943
File No.
Ans. GDG
Referred Mulgrew

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

Dear Sirs:-

Re:- Your File No. 3303
T. Arikado
201-209 Powell Street.

We are at present dealing with a situation which has arisen in connection with the above property on which we hold a mortgage and in connection with which we are acting as Agents for the Japanese owner and your office. The following includes the pertinent details and our proposed method of dealing with same, which we trust will have your approval.

The westerly section of the above property is located at the corner of Powell & Main Streets and contains a cafe or small restaurant previously operated by the owner of the property, Arikado. This was leased by Arikado together with its equipment, to a Mr. E.G. Jones for a period of two years at a monthly rental of $65.00, the lease expiring June 18th, 1944.

About six weeks ago Mr. Jones was served by notice from the City Health Department that the operation and condition of the cafe was not at all satisfactory to that Department and unless both were immediately improved and brought up to the required standards they would request cancellation of his license. This letter is enclosed herewith. Inspection of the premises last week shows that no attention has been paid to this notice. From previous inspections which we have made from time to time, we were aware that Mr. Jones was not competent and was permitting the business to deteriorate very considerably. In addition he is two months in arrears in rent and there will be a further month due on the 19th of this month.

(Cont)

Office of the Custodian (cont)

1. On advising Mr.Jones that his tenancy would have to be terminated if he did not comply with the City's requirements in regard to the operation of the business, he advised us he intended to assign his lease from Arikado to someone who will purchase his stock in hand. We are more than agree/able to this, as long as the assignee is a competent party and will fulfil the terms of the lease and with this in view put him in touch with a satisfactory client with knowledge and experience of this particular location. The matter has been discussed between them and the only factor not satisfactory to the new tenant is the short period of slightly over a year covered by the balance of the lease held by Mr.Jones.

2. As it will take some time and the expenditure of a considerable amount on the part of the incoming tenant for decorating and putting the premises back in decent shape, and also to re/establish the business which Mr.Jones has lost, the minimum which is practical is for two years from the date. We understand from your Mr.Milsom that it is not your policy at the moment to enter into new leases in connection with Japanese property but we would point out that this property is a commercial one and a reasonable lease of such premises to a responsible tenant is an attraction rather than otherwise to a prospective purchaser in event of a sale. The successful operation of the business and the consequent improvement in the appearance of the premises would enchance the property. We would also draw your attention to the fact that the lease to the Shell Oil Co who occupy the premises next door to the stores in question and bing part of the same premises expires in June of this year and they will no doubt wish to exercise their option for a renewal of three years.

3. The location of this cafe is good and it can be profitably operated by a competent person.

4. We therefore propose that rather than permit Mr.Jones or some other incompetent operate the business for the balance of the lease at the detriment of the property and our joint interests, the prospective assignee should surrender the assigned lease and a new one be drawn for a two year term from the date of the assignment and will instruct our solicitors accordingly if your office has no objections to this course of action.

5. We also propose to incorporate in the lease to the new tenant occupancy of the store premises immediately adjoining, formerly occupied by a bakery and have now been vacant for over a year. The monthly rental arranged for the restaurant between Mr.Arikao and Mr.Jones of $65.00 is, in our opinion high, and we intend, subject to your approval, to lease the two stores for a total rental of $75.00 per month. The new tenant has no use for the additional premises but if the business can be re/established, as he beleives it can, part of these additional premises may be used for expanding the restaurant proper. Under the present restrictions imposed by

(cont)

Office of the Custodian. (cont)

the Wartime Prices and Trade Board there is very little chance of renting these premises for any other purpose.

6. We would appreciate hearing from you immediately in order that we may confirm the tentative instructions which we have already given to our Solicitors, to draw up the lease for a two year period.

Yours truly,

RICHARDS, AKROYD & GALL., LIMITED.

per. C. W. Thornthwaite

Rental Dept.

T/JDT.

File No. 3303

MEMORANDUM

To: Mr. Sheers — April 15, 1943

From: Mr. Milsom

Re: ARIKADO, Toyokumi

The attached letter from Messrs. Richards Akroyd & Gall, Ltd. in connection with T. Arikado's property at 201-209 Powell Street is self-explanatory.

I can see no reason why a lease should not be given of these premises for a period of two years from date, for if the property should be put up for sale, it would be more attractive from an investment standpoint satisfactorily rented under lease than being vacant or on a monthly tenancy.

As Messrs. Richards, Akroyd & Gall hold a Mortgage of $4,000.00 on this property and must look to the revenues from this property for their interest and repayment of their loan, they have an interest which must be considered.

After looking into the matter, will you kindly advise me if I may authorize a two year lease from date.

GDM/GH

E. Milsom

Mr Sheers
advise April 16/43
Two Year Lease OK.
L Sheers

TELEPHONE PACIFIC 5111

250 TERMINAL AVENUE

EVICTION SECTION
Rec'd JUN 14 1943
File No.
Ans.
Referred Wilson

NEON PRODUCTS OF WESTERN CANADA LIMITED

MANUFACTURERS OF

ELECTRIC ADVERTISING AND LIGHTING

CALGARY EDMONTON — POSTERS · OUTDOOR ADVERTISING · BULLETINS — VANCOUVER VICTORIA

VANCOUVER, B.C.

June 12, 1943.

Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Attention: Mr. Wilson

Dear Sir: Your file # 3103 -- Re: T. Arikado.

At the present time the above contract payments are in arrears in the amount of $40.00. We understand that the present tenant is willing to pay for the months of May and June at the contract rate of $10.00 per month, and continue meeting the instalments thereafter. Therefore, subject to your approval we will credit the account now with Mr. Arikado's deposit of $20.00 which is being held to apply against the last two monthly payments, in accordance with the terms of the contract.

The contract expires Aug. 31, 1944.

Yours truly,

NEON PRODUCTS OF WESTERN CANADA LIMITED.

J. Baldwin.

AP.

Aug 15/44
Neon will make
new contract with
Tenant [illegible]

P.O.

3759 West 25th Ave
Vancouver B.C
July 22nd, 1943

EVACUATION SECTION
Rec'd JUL 28 1943
File No. 3303
Ans. 24
Referred Mr Sloan

Mr. Green.

Dear Sir

I understand that the Japanese property is being sold and disposed of and im interested in securing some Garage equipment at the time of the Evacuation. I was looking at the Safety Garage at the corner of main and Powell St. with an idea of renting as a going concern, but at the time the Tenants wanted to sell all their equipment for cash and wanted a very high price so I dropped it, but I was led that they did not sell, but stored the stuff and I would like to find out if it is being put up for Sale and if reasonable I would like to buy it complete as it is sufficient to open up a Garage with.

One of the Japanese names in the business was Steve Enamoto and is up at Minto BC and the owner of the Building is at Toronto Ontario the name being Bunnie Arikado. (Dan) (#3303)

Rec'd
File No. 3303
Ans.
Referred

RICHARDS, AKROYD & GALL, LIMITED

614 West Pender Street
Vancouver, B.C.

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

Dear Sir: Re Catalogue No 179

On behalf of Aubrey Lisle King.....

of 894 - 14th Ave. New Westminster. B.C.....,

we hereby tender the sum of Six Thousand Dollars.....

$6000.00 .....DOLLARS, as in full purchase

price of Lot 9 and 10 of Block 4, District Lot 196. File 3303

Known as 201-5-9. Powell St, Vancouver, B.C.....

.....

and enclose herewith the Company's certified cheque payable to your order for ten percent. (10%) of the purchase price. The tenderer is a tenant of half of this property.

6000.00

RICHARDS, AKROYD & GALL, LTD.

Per: R.K. Hempsall

J.G. Shearer
Ord

CONFIRMED:

.....A.L. King Jr.....
Purchaser.

3303
ENGLISHMAN

November 5th, 1943

Messrs. Richards, Akroyd & Gall, Ltd.,
614 West Pender Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 179,
201-5-9 Powell Street

Your undated letter written on behalf of a client enclosing cheque for $60.00 and offer to purchase 201-5-9 Powell Street for the sum of $6000.00 has been received and considered.

We are not able to accept this tender and are returning your cheque herein. No acceptable tender has been received on this property and we are now prepared to consider revised offers.

This property has been independently appraised and the Custodian will not be interested in any sum less than $13,000.00.

If you should wish to submit another offer, subject to prior sale and other bids which may be received, we will be pleased to consider same.

Yours truly,

F.G. Shears,
Director.

FGS/AF
encl.

File No. 3303 February 8th, 1944

MEMORANDUM

Re: Toyokumi ARIKADO,
re Chattels.

201-9 Powell Street together with chattels contained therein was leased for 2 years from May 1st, 1943. (See list attached to lease under date of April 24th, 1943 on R. P. file).

GDM/GH

Sold subject to Lease to purchaser of real estate at 201-9 Powell.

ERIC W. PEMBERTON
SEY. PACIFIC 5604

PROPERTY MANAGEMENT
MORTGAGES

Campbell & Pemberton

REAL ESTATE AND FINANCIAL BROKERS

Telephone Pacific 9695

506 CROWN BUILDING,
615 WEST PENDER STREET,
VANCOUVER, B. C.

FRANK G. CAMPBELL
RES. BAYVIEW 0728L

INSURANCE
APPRAISALS

Rec'd MAR 28 1944
File No. 1203
Ans.
Referred HARROP

March 27, 1944.

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

Dear Sirs: Attention Mr. F. G. Shears:

Re- Catalogue No. 179
201-5-9 Powell Street.

We have a client who is interested in the above property. On contacting your Agents for this property, Richards, Akroyd & Gall, we were advised that a price has been placed on this building which is impossible to obtain. We feel that our client might be persuaded to pay the amount of $10,500.00 for this property but that would be the outside. Before going any further with the matter, we would appreciate your consideration of this price.

We have ascertained that the Japanese owner purchased this building in 1940, when the situation on Powell Street was considerably better than at the present time, for the sum of $8,000.00. There have been no structural improvements, of which we are aware, to warrant an increase rather than a decrease in this value.

Another point which needs clarification is the fact that the tenant of the corner restaurant leases the equipment thereof together with the premises. As these fixtures and equipment will be sold eventually it would seem advisable, in event of our client purchasing the building, to purchase the equipment also, in order to avoid arbitrarily splitting up the rental accruing on the premises and equipment. I believe our client would be prepared to pay an appraisal price on these if it seems reasonable. Any purchase would, of course, be subject to the present tenant's lease of the chattels.

Will you therefore be good enough to advise what your attitude on this matter is.

Yours very truly,

CAMPBELL & PEMBERTON.

Per. F. G. Campbell

H. B. LEUTY
DIRECTOR

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

PHONE ACCOUNTS AKROYD

614 PENDER STREET, WEST

VANCOUVER, B. C.

ENEMY SECTION
Rec'd APR 4 1944
File No.
Ans'd
Refer'd

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

ACCIDENT

LIABILITY

INLAND TRANSPORTATION

BONDS

ELEVATOR

BURGLARY

THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

April 4th, 1944.

Office of the Custodian
306 Royal Bank Building,
VANCOUVER, B.C.

Attention Mr. Wright.

Dear Sir:-

Re: Your File 5303,
Mortgage T. Arikado & Ball (Braddshaw)

Mr. Edward Ball who is now the registered owner of Lots 33 and 34 Block 4, N.W. ¼ Section 50, H.T. having purchased from William & Florence Bradshaw subject to the above charge, has tendered us a certified cheque in full settlement of the balance of principal amounting to $770.00 together with interest to April 3rd the date of maturity.

Will you please notify us when the release arrives from Ottawa.

Yours truly,

Richards, Akroyd & Gall., Limited.

per H. S. Thornthwaite

Mortgage Dept.

3303

3rd April, 1944.

Messrs. Campbell & Pemberton,
306 Crown Building,
615 West Pender Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 179
~~201-5-9~~ Powell Street

Referring to yours of the 27th ultimo the circumstances of this case as outlined by you have again been submitted to the Committee. We are advised that after a review of all the facts a minimum price of $13,000.00 should be adhered to and we are therefore not in a position to accept any offer for less than this amount.

Yours truly,

F. G. Shoars,
Director.

FGS/PMH

3303

3303

TO THE REGISTRAR OF TITLES,
LAND REGISTRY OFFICE,
VANCOUVER, B. C.

WHEREAS under or by virtue of the Revised Regulations Respecting Trading With The Enemy (1943) the property of Toyokuni ARIKADO has become vested in and subject to the control of the Secretary of State of Canada, acting in his capacity as Custodian;

AND WHEREAS the said Toyokimi ARIKADO is the registered owner of a mortgage bearing date the 3rd day of April, 1941, made by William Bradshaw and Florence Ellen Bradshaw as Mortgagors to the said Toyokimi ARIKADO as Mortgagee, registered in the said Land Registry Office as a charge on Lots Thirty-Three (33) and Thirty-Four (34) Block Four (4) of the North West Quarter (NW¼) of Section Fifty (50) Townsite of Hastings, Suburban Lands, according to a registered Map or Plan deposited in the Land Registry Office at the City of Vancouver, Province of British Columbia, and numbered One Thousand Seven Hundred and Sixty-Nine (1769), as Number 22156 M;

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

DATED at OTTAWA, this 10th day of September A.D. 1944.

J. H. Gibson
Deputy Custodian.

33.3

BRITISH COLUMBIA } TO THE REGISTRAR OF THE VANCOUVER
TO WIT: } LAND REGISTRY OFFICE.

THE HONOURABLE THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) does certify that Edward Ball has satisfied all moneys due on or to grow due on a certain mortgage made by William Bradshaw and Florence Ellen Bradshaw in favour of Toyokimi ARIKADO, which mortgage bears date the 3rd day of April, 1941, and was registered in the Vancouver Land Registry Office on the 3rd day of April, 1941, as Number 22156 M.

AND that such Mortgage has not been assigned.

AND that the said Custodian is entitled by law to receive the money.

AND that such mortgage is therefore discharged.

IN WITNESS WHEREOF the said the Honourable The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) has executed these presents by his Deputy on the 19th day of June A.D. 1944.

SIGNED, SEALED and DELIVERED
in the presence of:
A. Carroll

J. H. Gibson
DEPUTY CUSTODIAN

FOR MAKER

I HEREBY CERTIFY that on the 15th day of June, A.D. 1944, at the City of Ottawa, in the Province of Ontario, Ephraim Herbert Coleman, Deputy of the Secretary of State pf Canada, acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) the Maker thereof, and whose name is subscribed thereto as a party and that he knows the contents thereof, and that he executed the same voluntarily and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Ottawa, in the Province of Ontario, this 15th day of June, in the year of our Lord one thousand nine hundred and forty-four.

G. G. Bushnell

A Notary Public in and for the Province of Ontario.

3303
Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
April 25th, 1944.

DELIVER

Messrs. Richard, Akroyd & Gall Limited,
614 West Pender Street,
Vancouver, B. C.

Attention: Mr. Thornthwaite.

Gentlemen: Re: Toyokuni ARIKADO.

We are enclosing herewith Vesting Certificate in duplicate covering interest of above named in mortgage dated April 3rd, 1941, made by William Bradshaw and Florence Ellen Bradshaw to the said Toyokuni ARIKADO as Mortgagee on property described as Lots 33 and 34, Block 4, of the North West Quarter of Section 50, Townsite of Hastings, Suburban Lands, Map 1769.

Will you be kind enough to have this Vesting Certificate registered as soon as possible, in order that Transmission and Discharge of Mortgage forwarded to you on 21st instant may also be registered.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/F
Encl.

3303 - Evacuee Section

509 Royal Bank Building,
Vancouver, B.C.,
22nd April, 1944.

Messrs. Richards, Akroyd & Gall Limited,
614 West Pender Street,
Vancouver, B.C.

Attention: Mr. Thornthwaite

Dear Sirs:

Re: Toyokuni ARIKAWA

We are in receipt of your cheque in the sum of $762.82 discharging mortgage on property described as Lots 33 and 34, Block 4, of North West Quarter of Section 50, Townsite of Hastings, Suburban Lands, Plan 1769.

Our official receipt is attached.

Yours truly,

K.W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/LG
Attach

3303

May 12th, 1944

Messrs. Richards, Akroyd
& Gall, Ltd.,
614 West Pender Street,
Vancouver, B. C.

Dear Sirs:

Re: 201-9 Powell Street.

In connection with the above property on which there is a Mortgage of $4,000.00 held by Henry Breedon Everard and Kathleen Dorothy Everard, Nottinghamshire, England, as there is a possibility of this property being sold in the near future, we would ask you to be kind enough to write to the above parties or their agents in England to ascertain if it is possible to obtain a Release of this Mortgage on payment of the amount due.

We understand from our conversation of yesterday that Mr. Everard is a British soldier who was captured at Dunkerque and is now a prisoner of war in Germany.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

3303

Continued

File No. 3303

MEMORANDUM

To: Mr. R. G. Durkee September 13th, 1944.

From: Mr. J. F. Allen

Re: Pickett Powell Street.

Richards, Akeroyd & Hall have been negotiating with the Shell Oil Company in regard to the purchase of the above property. The above Company have had a survey made of the building and for your information I enclose a copy of this report showing that it would cost approximately $1,850.00 to bring the portion of the building occupied by the Shell Oil Company up to standard.

Richards, Akeroyd & Hall report that the remainder of the property is in poor condition and would require a considerable amount of work to maintain it in a reasonable state of repair. They would like to know if, in view of this information, you would revise your selling price of this building.

While I know it has no bearing on the matter, I understand that T. ARNAUD paid approximately $7,500.00 for this property.

cms/cs

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS "AIKROYD"

TELEPHONE MARINE 6141

614 PENDER STREET, WEST

VANCOUVER, B.C.

Sept 12th, 1944.

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD. LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

ACCIDENT

LIABILITY

INLAND TRANSPORTATION

BONDS

ELEVATOR

BURGLARY

THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

EVACUATION SECTION
Rec'd SEP 13 1944
File No. 3303
Ans. Jon
Referred Milsom

Office of the Custodian.
506 Royal Bank Bldg.
Vancouver. B.C.

Dear Sirs. Re Cat No 179.

At the request of your Mr Milsom, we are attaching a letter from the Shell Oil Company, which was sent to their distributor, Mr A.L.King, tenant of part of the above property, showing the repairs necessary with the estimated cost s, of the garage building only.

The remainder of the property, is in poor shape, and will require considerable work to maintain it in reasonable state of repair.

We will be pleased to hear from you as soon as possible if with this information, you can revise your appraisal.

Very truly yours.

R.R. Hempsead

SHELL OIL COMPANY
OF BRITISH COLUMBIA LIMITED

STOCK EXCHANGE BUILDING
VANCOUVER, B.C.

TELEPHONE
MARINE 7181

June 29, 1943.

Mr. A. L. King,
c/o Safety Garage,
211 Powell Street,
Vancouver, B. C.

Dear Sir:

Re: Safety Garage

As per your request we are pleased to advise that in our opinion the following work will be necessary to the subject premises in order to maintain a reasonable state of repair.

Replace tile rear and side walls with brick and construct brick columns for roof trusses.	$ 825.00
Remove and replace broken concrete floor (estimate approximately ½ floor area required) 1,944 sq. ft. @ 50¢.	972.00
Replace front door with overhead type and use best parts of both doors to repair side door	375.00
Install two new roof trusses in order to take roof load adequately and provide ample clearance	600.00
Repair roof and drains	415.00
Repair roof plates on walls.	150.00
Miscellaneous small repairs.	200.00
	$3,537.00
10% contingencies	353.00
	$3,890.00

You will appreciate that in cases of this kind we would, of necessity, have the work carried out by a contractor, therefore the above estimate must be regarded as approximate and is presented for your guidance.

In view of the present day conditions, you may find that when the repairs are being carried out that the cost will be even higher than our estimate.

Yours very truly,

SHELL OIL COMPANY
OF BRITISH COLUMBIA LIMITED

D. B. Gardiner

DBC:L

ADVISORY COMMITTEE ON JAPANESE PROPERTIES
IN GREATER VANCOUVER

MEMORANDUM

3303

TO Mr. G. D. Milsom VANCOUVER, B.C.

FROM Mr. H. S. Durkee Sept. 21st, 1944

SUBJECT Catalogue No. 179. Your file 3303.

With reference to your memorandum of September 13th, together with attachment:

You will note from our letter to Mr. Shears of March 29th, that the sales prices of other properties in the neighborhood, the revenue, veneering, as well as repairs and decoration costs, were taken into consideration at the time the minimum sales price was suggested by the Committee.

Should further repairs and alterations be undertaken, the minimum sales price would be more apt to be increased rather than decreased. It is felt therefore, that sufficient justification does not exist to warrant a reduction in the proposed mimimum sales price of $13,000.00.

MS

File No. 3303 October 11th, 1944

MEMORANDUM
FOR FILE

Catalogue '79

Re: Toyokumi ARIKADO,
201-209 Powell Street.

In connection with Richards, Akroyd & Gall's letter of October 6th with attached copies of letters from the Shell Oil Company of B. C., Ltd. and the Safety Garage Ltd., in company with Mr. Durkee I visited the premises on October 10th.

The cement floor which apparently had been placed over an earth foundation was broken in numerous places.

The beams supporting the ceiling were out of line and in some places were not giving any support, having rotted off at the base..

The west and north walls showed signs of discoloration from the water leaking through the roof.

The lath work supporting the ceiling on the north-west corner showed signs of sagging.

The wall tile work was broken in different places, but this was caused by the backing of trucks into the wall.

In examining these premises with Mr. Thornthwaite of Richards, Akroyd & Gall, he stated that the north wall was showing signs of buckling, but while there was some unevenness there, I could not state whether the wall was giving away or not.

We did not go up on the roof but examined it from the ground, it appeared to be covered with tar paper. We have asked Richards, Akroyd & Gall to submit estimates as to the cost of repairing this roof.

The premises at 201-5 Powell Street are covered by a composition which looks like brick and appears to be in good condition.

(Over)

3303

October 11th, 1944

Messrs. Richards, Akroyd
& Gall, Limited,
614 West Pender Street,
Vancouver, B. C.

Dear Sirs:

Re: 201-209 Powell Street.

We are in receipt of your letter of October 6th enclosing copies of letters from the Shell Oil Company of B.C. Ltd., and the Safety Garage Ltd.

We would appreciate receiving from you as soon as possible estimates for having the necessary repairs done to the roof of these premises.

We understand from our Insurance Department that it will be impossible to obtain liability insurance in this connection, but should there be any possibility of obtaining it, we would ask you to kindly let us know.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

EUTY
DIRECTOR

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS
AKROYD

TELEPHONE
MARINE 6141

814 PENDER STREET WEST

VANCOUVER, B.C.

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE
CO. LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE
GUARANTEE & ACCIDENT COMPANY
OF CANADA

AUTOMOBILE

ACCIDENT

LIABILITY

INLAND
TRANSPORTATION

BONDS

ELEVATOR

BURGLARY

THE BRITISH COLUMBIA
PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE
COMPANY

LIFE

October 6th, 1944.

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

EVACUATION SECTION
OCT 7 1944
Rec'd
File No. 3303
Ans.
Referred Wilson

Dear Sirs:-

Re. T. Arikado, File #3303

We enclose for your information and decision copy of letters received this morning. Last week we requested the Shell Oil Company to obtain from their contractors an estimate on the work required to place these premises in a safe and habitable condition. In the mean time we would suggest that we endeavor to obtain coverage by liability insurance, there apparently is none at the present.

Yours truly,

RICHARDS, AKROYD & GALL., LIMITED.

per J. Lancaskwell

Rental Dept.

A.L. 5/44
Placed R.P. as
to place O.K.'d
possible

COPY

SHELL OIL COMPANY

Of British Columbia, Limited.

Stock Exchange Building.
VANCOUVER, B. C.

October 5, 1944

Richards, Akroyd & Gall Ltd.,
614 West Pender St.,
VANCOUVER, B. C.

Attention: Mr. Thornwaite

Dear Sirs:

Attached please find a copy of a letter received from the Safety Garage Ltd. which is self-explanatory.

As noted in the third paragraph of this letter, we have been advised that our company will be held responsible for any damage resulting from the collapsing of the roof in its present unsafe condition.

Therefore, we are advising you that we will hold your company responsible for any damage resulting therefrom.

Yours very truly,

SHELL OIL COMPANY
OF BRITISH COLUMBIA LIMITED

" G.L.GARDINER"

WT:KS

W. G. WILLARD
MANAGER

TELEPHONE: MARINE 8542
RES. TELEPHONE: MARINE 8680

WILLARD'S AUCTION ROOM

AUCTIONEER and VALUATOR

SALES CONDUCTED ANYWHERE IN THE CITY

1047 SEYMOUR STREET
VANCOUVER, B. C.

October 17th, 1944

The Office of The Custodians,
Royal Bank Building,
675 Hastings St.,
Vancouver.

EVACUATION SECTION
Rec'd OCT 17 1944
File No. 3303
Ans.
Referred Milsom

Attention Mr.G.D.Milsom.

Dear Sir:-

Re- 201 Powell St, File 3303.

Please find enclosed inventory of chattles at 201 Powell St., known as Ernie's Cafe, also my valuation of same along with my bill.

I had to take into consideration the condition of some of these goods. For instance, the refrigerator which has already had around $40.00 spent on it and another $12.50 was presented for payment while I was there

Regarding the Monal Automatic Water Heater, Which I valued at $50.00, it occured to me later that the B. C. Electric might have an equity in same or even have rented the heater to the original owner. I mentioned this possibility to Mr. Smith, who suggested I pass same on to you.

B.C. Electric
also has no interest

Yours very truly,

W. G. Willard

W. G. WILLARD.

WGW/AHW.

one Mixer not working

50.00	1	Paravax Freezer Serial #9013	
100.00	1	Ice Cream Cabinet 6 Hole #123715	
25.00	1	" " " 3 Hole #G803	
100.00	1	Refrigerator 21 cu. ft. #915683	
24.00	3	Milk Shake Mixers (2 Cecilware)	
75.00	1	Electric Bottle Cooler #84406	
125.00	1	Soda Fountain	
16.00	1	Fruit Mixer	
35.00	1	Cash Register #3708465-4157	
40.00	6	Set Booth	
35.00	12	Stools	
35.00	1	Back Bar	
30.00	1	Counter	
25.00	1	Showcase H.M.	
1.00	1	Glass Case	
1.00	1	Dish Cabinet	
2.00	2	Tables	
3.00	2	Cabinet Tables for Stove	
.50	1	Coat Stand	
5.00	1	Monal Metal Sink & Stand	
	8	Lamp Fixtures and Globes - Original building	
3.00	1	Air Fan Aeroplane	
10.00	1	Wall Ventilator Fan	
	1	Gas Broiler N.U.	
2.00	1	Gas Plate	
14.00	2	Electric Plates	
50.00	1	Monal Automatic Water Heater	
10.00	4	Venetian Blinds	
1.00	1	Electric Clock Broken	
1.50	3	Ice Cream Cans - 5 gallons	
1.00	2	" " " 2 gallons	
.50	2	Dishers 30.	
.50	2	Dishers 24	
.25	1	Can Lifter	
5.50	11	Napkin Holders	
1.50	3	Straws Stand	
1.00	10	Sugar Dispensers	
.70	7	Sugar Bowls	
1.15	23	Salt Shakers	
2.15	43	Spoons	
.55	11	Soda Spoons	
1.10	22	Forks	
.15	3	Lifters	
1.00	17	Knives	
2.00	4	Kitchen Knives	
.10	1	Can Opener	
.15	1	Sharpener	
799.50			

Carried forward 799.50

2	Wooden Spoons	.10
2	Kettles	1.50
2	Pans	.60
1	Dishpan	.25
4	Brooms	1.00
1	Dustpan	.15
1	Mop Wringer	.55
1	Mop	.10
1	Pail	.25
1	Window Brush	.15
45	Cups	2.25
64	Saucers	3.20
70	Plates	7.00
19	Soup Bowls	1.90
14	Tea Pots	1.40
25	Cream Cups	1.25
1	Rubber Stamp Pad	.25
126	Tumblers - 6 oz.	12.60
8	Metal Milk Shake Glasses	1.20
42	Sundae Glasses	4.20
11	Soda Glasses	1.10
16	Banana Split Glasses	1.60
9	Ash Trays	.90
2	Gilchrist Hot Cup No. 23	.20
3	Glass Jugs	.30
15	Glass Plates	1.50
17	Glass Dessert Dishes	1.70
5	Flower Vases	.75
9	Cookie Jars	2.25
8	Stem Glasses 8 oz.	.80
34	Glasses 8 oz.	3.40
12	Dinner Plates 10-inch	1.20
9	Oval Dinner Plates	.90
4	Chromium Menu Holders	1.00
5	Butter Dishes (Glass)	.50
		857.10

Weigand

88

VALUATING AND APPRAISING | TELEPHONE BAYVIEW 0498 | RENTALS

R. EVANS

Notary Public

REAL ESTATE, INSURANCE, MORTGAGES

ESTABLISHED 1909

2115 GRANVILLE STREET
VANCOUVER, B.C.

Rec'd OCT 31 1944
File No. 1193
Ans.
Referred W. Mileham

Oct. 30/44

The Custodian
Royal Bank Bldg.
Hastings & Granville sts.
Vancouver B.C.

Re;Catalogue No 179
Lots 9 & 10/4/196.
N.E.Cor.Powell & Main.

Dear Sirs:-

I have a client requesting me to ascertain the taxes,rents ,and other information on the above property. I would require to know if there is a Lease or Leases on the property by the Oil Co. or the other occupants.If there is cement piers under the Frame corner building or is it just on wood posts. Also any other information that would be be equie helpful in arriving at the value.

Thanking you,I remain,

Yours truly,

R. Evans
per
Stan. E. Evans

ERIC W. PEMBERTON
RES. PACIFIC 8404

PROPERTY MANAGEMENT
MORTGAGES

Campbell & Pemberton

REAL ESTATE AND FINANCIAL BROKERS

Telephone Pacific 9699

FRANK G. CAMPBELL
RES. BAYVIEW 2728L

INSURANCE
APPRAISALS

508 CROWN BUILDING
615 WEST PENDER STREET,
VANCOUVER, B. C.

EVACUATION SECTION
Rec'd OCT 31 1944
File No. 3303
Ans.
Returned

30th October 1944.

Office of the Custodian,
Department of the Secretary of State,
Royal Bank Building,
Hastings and Granville St.,
Vancouver B.C.

Dear Sir:-

re Catalogue 179
201, 205 and 209 Powell St.

Enclosed please find our certified cheque in the sum of $16,500.00, re purchase of above property at the price of $10,500.00. We understand there is a mortgage of approx. $4,000.00 which our clients are prepared to assume. Our clients also desire to purchase the chattels in the restaurant for the sum of $860.00.

Kindly advise us at the earliest moment if this offer is acceptable in which case we will furnish you with the necessary information for the purpose of conveyance.

Yours truly,

CAMPBELL & PEMBERTON,

per R.G. Campbell

OCT 31 1944

File No. 3303

MEMORANDUM

To: Mr. F. G. Shears — October 30th, 1944

From: Mr. G. D. Wilson

Re: Catalogue No. 179,
201-9 Powell Street.

In connection with my memorandum in regard to the above premises and the letter from the Shell Oil Company stating that they would hold us responsible for any damage done by the collapse of the roof, I attach herewith an offer from Campbell & Pemberton for the purchase of this place at a price of $10,500.00.

You will note that there is a Mortgage of $4,000.00 on this property which is held by a British subject, a soldier who is now a Prisoner of War in Germany, and we are therefore unable to give clear title, but Mr. Wright informs me that we can sell the property subject to this Mortgage. The proposed purchaser is aware of these facts and is willing to assume the Mortgage.

Mr. Wright also states that in view of the lease with the Shell Oil Company, it is desirable that this building be sold if an acceptable price can be obtained.

Part of these premises, which is used as a cafe, is under lease to April 30th, 1945 together with the chattels. I have had these chattels appraised and the buyer wishes to purchase these along with the building at a price of $850.00.(Mr. Willard's appraisal - $897.10.)

It is the opinion of Mr. Willard that if these chattels had to be removed at the expiration of the lease and sold at auction, they would not bring the above amount.

GDW/GR

G D Wilson

File No. 3303

MEMORANDUM

To: Mr. F. G. Shears — November 13th, 1944

From: Mr. G. D. Milsom

Re: Safety Garage -
209 Powell Street.

Attached find letter from Richards, Akroyd & Gall, Ltd. with copy of tender from the Allan & Viner Contruction Co., Ltd. for the work required to repair the roof at 209 Powell Street for $1,545.00. Also, they quote an additional price of $556.00 to repair the broken concrete floor.

Mr. Thornthwaite of Richards, Akroyd & Gall is very much perturbed in regard to this building as the Shell Oil Company have informed his firm that they will hold them (Richards, Akroyd & Gall) responsible for any damage which may occur if the roof were to collapse, which Mr. Thornthwaite says is very likely to happen if we should have a fall of snow.

Since the Custodian assumed control of this building, we have collected $3,400.00 rent and have had the following expenses:-

Repairs	$ 856.89
Legal Costs	61.00
Water	285.00
Taxes	1820.00
Int. on Mortgage	735.00
Insurance	263.00
Agent's Commission	242.00
Sundries	68.00
	$4330.89

This shows that we have operated at a loss of $900.00 since April 1942.

I understand that T. ARIKADO paid $9,500.00 for the building and spent $1000.00 on repairs.

(Over)

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS
RIKROYD

614 PENDER STREET, WEST
VANCOUVER, B. C.

TELEPHONE
MARINE 6141

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

ACCIDENT

LIABILITY

INLAND TRANSPORTATION

BONDS

ELEVATOR

BURGLARY

THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

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

Attention Mr.Milsom

Dear Sir:-

Re: Safety Garage, 211 Powell St,

Herewith copy of tender from the Allan & Viner Construction Co.,Ltd on work required to place roof of the above mentioned premises in a safe and satisfactory condition and replacement of that portion of the cement floor which is now in very bad condition.

We shall be pleased to receive your instructions as to this matter at an early date.

Yours truly,

RICHARDS, AKROYD & GALL., LTD.

E.R. Thorneloe

E.R.T.

November 8th, 1944.

Shell Oil Co. Limited,
475 Howe Street,
VANCOUVER, B. C.

Gentlemen:- Re: 211 Powell Street

For the sum of $1,545.00, One Thousand Five Hundred Forty Five Dollars, we are prepared to do the following work at the above garage as discussed with Mr. Carmichael yesterday.

Install 4 footings and 8 x 8 posts under trusses at the North wall. Install footing under post near pump. Repairs 2 brick piers at lane doorway. Remove north west corner of roof that is decayed and replace with new laminated material as required by the Building Department. Clean off roof of all old roofing and flashings. Replace flat portions of roof with tar and gravel roofing, using 4 plies, 12 lb. felt and approximately 100 lbs. Asphalt per square. All sloping roofs to be covered with Barrett's S.I.S. mineral surface roofing. Skylights to be replaced with new ones, using old glass that is not broken. Install new 26 gauge galvanized iron on all copings and fire walls down to roof, also new gutter and down pipes. Roofing to be guaranteed by Campbell and Grill for a period of ten years.

We also quote an additional amount of ($556.00) Five Hundred Fifty Six Dollars, for the replacing of 1944 sq. feet of broken concrete floor with a new 5 inch concrete floor, after all the proper grading has been done.

Yours very truly,

ALLAN AND VINER CONSTRUCTION CO. LIMITED

Per R. D. Allan

RDA/LF:

VALUATING AND APPRAISING | TELEPHONE BAYVIEW 0498 | RENTALS

R. EVANS

Notary Public

REAL ESTATE. INSURANCE. MORTGAGES

ESTABLISHED 1903

2115 GRANVILLE STREET

VANCOUVER, B.C.

Rec'd NOV 17 1944
File No. 3303
Ans.
Referred to Chas Evans

Nov.16/44

The Custodian
Royal Bank Bldg.
Hastings & Granville st.
Vancouver B.C.

Re; Catalogue # 179
Lots 9&10 Blk.4 D.L.196
N.E.Cor.Powell & Main sts.
Your File No. 3303

Dear Sirs:-

I have a client who has suggested that I offer on his behalf a price of $12,000 on the above property, on terms of $7000 cash and the balance $1000 per annum with interest at 5% per annum.

Would you be kind enough to advise whether or not there would any chance of buying the property at that price and terms, or what would be the best price and terms.

Yours truly,

R.Evans
per

Chas Evans

The Vancouver Real Estate Exchange, Limited

TELEPHONE: PACIFIC 9922

FRANK HOOLE, SECRETARY
ROOM 807 YORKSHIRE BUILDING
525 SEYMOUR STREET
VANCOUVER, B. C.

1943
A. R. HARVEY, PRESIDENT
H. E. BOND, VICE-PRESIDENT
EXECUTIVE COMMITTEE
W. C. ATHERTON
G. L. EDWARDS
A. M. J. ENGLISH
G. L. FOWLER
G. S. LENNIE
J. C. McPHERSON
D. W. REEVE
EX-OFFICIO
F. L. BOULTBEE
F. A. CLELAND
G. H. DORRELL
H. A. ROBERTS

1944
A. R. HARVEY PRESIDENT
H. E. BOND VICE-PRESIDENT
EXECUTIVE COMMITTEE
W. C. ATHERTON
G. BELL
G. L. EDWARDS
A. M. J. ENGLISH
G. L. FOWLER
J. C. McPHERSON
D. W. REEVE
EX-OFFICIO
F. L. BOULTBEE
F. A. CLELAND
G. H. DORRELL
H. A. ROBERTS

20th. December 1944.

Rec'd NOV 21 1944
File No.
Ans.
Referred

F. G. Shears Esq.
Director, Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver B.C.

Dear Sir,

re: CATALOGUE No. 179, Lots 9 & 10, Bl. 4, D.L. 196
being 201-5-9 Powell St.

In accordance with instructions contained in yours of 14th instant, we have inspected the above property, and are of the opinion that the present value of the same is SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00)

Yours faithfully,

A. R. Harvey
President.

Frank Hoole
Secretary.

FOR THE VALUATION COMMITTEE OF THE
VANCOUVER REAL ESTATE EXCHANGE LIMITED.

VALUATING AND APPRAISING TELEPHONE BAYVIEW 0498 RENTALS

R. EVANS

Notary Public

REAL ESTATE. INSURANCE. MORTGAGES

ESTABLISHED 1903

2115 GRANVILLE STREET
VANCOUVER, B.C.

Rec'd NOV 21 1944
File No.
Ans.
Referred

Nov. 20/44

The Custodian
Royal Bank Bldg.
Hastings & Granville st
Vancouver B.C.

Re: Catalogue No.179
Lots 9 & 10/4/196.
N.E.Cor.Powell & Main
Your File No. 3303

Dear Sir:-

Thank you kindly for your letter received a couple of days ago re above.I took this matter up with Mr. Morris, my client and he has consented to submit a spot cash offer on the above property of $11,000. He cannot seem to understand why a deposit of 10% should accompany his offer,but I know he has the money and will proceed if his offer is accepted, to carry out the deal.

He requested me to ascertain if the store immediately behind the corner restaurant and the Shell Bldg. was rented or if the restaurant people were using it in conjuction with the corner business?

Thanking you,I remain,

Yours truly,
R.Evans
per

C
O
P
Y

25th November, 1944.

H.S. Durkee Esq.,
Advisory Committee on
Japanese Properties in Greater Vancouver,
315 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 179
201, 205 & 209 Powell St.

For your information I am attaching hereto copy of letters which I have written to Messrs. Campbell & Pemberton and to Mr. R. Evans in regard to their offers to purchase the above property.

This property, as you are aware, was valued by Mr. Moore for $10,500.00 and your Committee have now set a minimum price of $12,000.00.

For the purpose of additional check on the valuation referred to above I recently asked the Vancouver Real Estate Exchange Board to supply us with a joint valuation by three appraisers and I was hoping that this report would set out in fairly full detail their reasons for arriving at their valuation.

I received the report as follows:

"In accordance with instructions contained in yours of 14th instant, we have inspected the above property, and are of the opinion that the present value of the same is SEVEN THOUSAND FIVE HUNDRED DOLLARS ($7,500.00).

Yours faithfully,

(signed) A. Rout Harvey
President.

(signed) Frank Hoole
Secretary

FOR THE VALUATION COMMITTEE OF THE
VANCOUVER REAL ESTATE EXCHANGE LIMITED."

I requested that they should elaborate on this reportand I have now received a letter dated November 22nd, copy of which I enclose. This is still not very exhaustive.

Mr. Hoole, the Secretary, informed me over the telephone that the valuation was made by Mr. McGregor of Messrs. McGregor, Creesery & Farmer Ltd., Mr. J.P. Nicolls of Macaulay, Nicolls, Maitland & Co., Ltd., and Mr. Fowler of Messrs. Rand & Fowler Ltd., their appraisal fee was $50.00.

3303

24th November, 1944.

Messrs. Campbell & Pemberton,
506 Crown Building,
615 West Pender Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 179
201, 205 & 209 Powell St.

With reference to your letter of October 30th in which you offered to purchase the above property for $10,500.00 and on the understanding that there is a mortgage of $4,000.00 you enclosed your certified cheque for $6,500.00.

For your information, under an extension agreement of the original mortgage there is now past due the sum of $3,000.00 principal and $1,000.00 becomes due on January 5th, 1945, the interest is at the rate of 7% and has been paid until October 25th, 1944.

Messrs. Richards, Akroyd & Gall Ltd., advise us that they as Agents for the mortgagees, are authorized to receive payments covering both principal and interest but that they are not in a position to execute a discharge. The mortgage is in favour of a Lieut. Colonel who is a prisoner of war and his wife is resident in England.

I advise Mr. Lane with the Ok. to show to my client Mr. Pemberton

While the outstanding principal could therefore be paid off on January 25th next and further interest avoided, there would likely be some delay in securing title. We are prepared to sell this property subject to the outstanding mortgage of $4,000.00 as referred to above, the purchaser making his own arrangements in regard to this matter through Messrs. Richards, Akroyd & Gall Ltd.

At the present time the minimum acceptable price is $12,000.00 and we would require a cash payment of $8,000.00 as well as the assumption of the mortgage.

For your information we have an offer from another party which, like your own, is not acceptable in its present form. A similar letter is being written to that party and we are prepared to consider any revised offers which we may receive up until noon on Monday, December 4th. In the meantime we will retain your cheque for $6,500.00 and will be pleased to have you submit another offer if your client is prepared to do so.

Yours truly,

F. G. Shears,
Director.

FGS/PEM

I am advising you of the above facts so that you may be fully aware of the situation should we receive answers to our letters to Messrs. Campbell & Pemberton and Mr. R. Evans.

In the event of neither of these parties being willing to come up to the amount of $12,000.00 I would ask the Committee to reconsider the minimum price which they have at present put on this property.

Yours truly,

F. G. Shears,
Director.

3303

24th November, 1944.

R. Evans Esq.,
2115 Granville Street,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 179
201, 205 & 209 Powell St.

With reference to your letter of November 20th in which you offer to purchase the above property on behalf of your client, Mr. Harvie, for the sum of $11,000.00 cash.

For your information, under an extension agreement of the original mortgage there is now past due the sum of $3,000.00 principal and $1,000.00 becomes due on January 25th, 1945, the interest is at the rate of 7% and has been paid until October 25th, 1944.

Messrs. Richards, Akroyd & Gall Ltd., advise us that they are Agents for the mortgagees and are authorized to receive payments covering both principal and interest but that they are not in a position to execute a discharge. The mortgage is in favour of a Lieut. Colonel who is a prisoner of war and his wife is resident in England.

While the outstanding principal could therefore be paid off on January 25th next and further interest avoided, there would likely be some delay in securing title. We are prepared to sell this property subject to the outstanding mortgage of $4,000.00 as referred to above, the purchaser making his own arrangements in regard to this matter through Messrs. Richards, Akroyd & Gall Ltd.

At the present time the minimum acceptable price is $12,000.00 and we would require a cash payment of $8,000.00 as well as the assumption of the mortgage.

For your information we have an offer from another party which, like your own, is not acceptable in its present form. A similar letter is being written to that party and we are prepared to consider any revised offers which we may receive up until noon on Monday, December 4th.

The property consists of Lots 9 & 10, Block 4, D.L. 196 on which is erected the building now occupied by the Shell Oil Co., a store and a cafe with rooms above.

Yours truly,

F. G. Shears,
Director.

FGS/FMH

EVACUATION SECTION
Rec'd NOV 27 1944
File No. 3303
Ans.
Referred Milsom
?

Nov. 22, 1944

T. Arikado
Reg. No. 05080
40 College St.
Toronto, Ont.

Dept. of the Secretary of State
Custodian
Japanese Evacuation Section.

Dear Sir;

Will you please send me statement of my property and building of 201-209 Powell Street, Vancouver B.C. from beginning of your connection to latest.

I am afraid it will be great deal of trouble but I would like to know how my state of affair stand.

Please let know when about it will be ready.

Yours truly,

T. Arikado

The Vancouver Real Estate Exchange, Limited

TELEPHONE: PACIFIC 9922

THE VANCOUVER REAL ESTATE EXCHANGE LIMITED

FRANK HOOLE, SECRETARY
ROOM 807 YORKSHIRE BUILDING
525 SEYMOUR STREET
VANCOUVER, B. C.

1943
A. G. HARVEY, PRESIDENT
H. E. BOND, VICE-PRESIDENT
EXECUTIVE COMMITTEE
W. C. ATHERTON
G. L. EDWARDS
A. M. J. ENGLISH
G. L. FOWLER
G. S. LENNIE
J. C. McPHERSON
G. W. REEVE
EX-OFFICIO
E. L. BOULTBEE
F. A. CLELAND
G. H. DORRELL
H. A. ROBERTS

1944
A. G. HARVEY PRESIDENT
H. E. BOND VICE-PRESIDENT
EXECUTIVE COMMITTEE
W. C. ATHERTON
G. GELL
G. L. EDWARDS
A. M. J. ENGLISH
G. L. FOWLER
J. C. McPHERSON
G. W. REEVE
EX-OFFICIO
E. L. BOULTBEE
F. A. CLELAND
G. H. DORRELL
H. A. ROBERTS

November 22nd, 1944.

F. G. Shears, Esq.,
Director, Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir :

Re : Catalogue No. 179, Lots 9 & 10, Blk. 4, D.L. 196
being No. 201-5-9 Powell Street

Referring to our letter of Valuation addressed to you and dated 20th November, in reply to your suggestion that you would like some further particulars, I beg to report as follows :

When viewing this property we found the garage building which occupied the easterly 75' to be in a very bad state of repair and of extremely light structure. The concrete floor is very badly broken. The roof and westerly wall are leaking very badly and a considerable amount will have to be expended in repairs immediately to preserve what is there. The roof may be in a dangerous condition and should be carefully examined.

The building on the westerly 45' is a cheaply constructed frame building with an imitation brick rubberoid facing. The main plumbing drainage pipes being on the outside northerly wall, and subject to freezing in our cold weather.

The general area is largely vacant and has been since the Japanese were evacuated.

In our opinion before this area can be rehabilitated many of these buildings must be destroyed and new buildings constructed.

The present revenue, without making any allowance for vacancy or depreciation, only pays 7% on $9,000.00, and we feel quite satisfied that the necessary repairs could not be made for even $1,500.00.

Equal sized property one block south with the late home of the Bank of Montreal said to have cost $80,000.00 for building alone is said to be for sale at $15,000.00.

Yours faithfully,

A. Routh Harvey
President

Frank Hoole
Secretary.

H. B. LEVITT
DIRECTOR

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS
RIKROYD

TELEPHONE
MARINE 6141

814 PENDER STREET, WEST

VANCOUVER, B.C.

November 22, 1944.

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

ACCIDENT

LIABILITY

INLAND TRANSPORTATION

BONDS

ELEVATOR

BURGLARY

THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

EVACUATION
Rec'd NOV 22 1944
File No. 3303
Ans.
Referred

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

Dear Sirs:

Re: Mortgage T. Arikado to H.B. and K. D. Everard, jointly; Lots 9 and 10, Block 4, D.L. 196

Further to our telephone conversation of this morning with regard to the above Mortgage, there is now past due the sum of $3,000.00 principal. The balance of $1,000.00 becomes due January 25, 1945. Interest at 7% is now paid to October 25, 1944. Under the terms of the Mortgage, we are authorized to receive monies, both interest and principal, but we are not in a position to execute a discharge.

As you know, Lt.Col. Everard of the Imperial Army, one of the mortgagees, is a prisoner of war, and his wife, Kathleen Dorothy Everard, is resident in England. No power of attorney is held by the latter.

The matter was discussed with your Mr. Wright, at which time he thought that some solution might be found through the powers of the Secretary of State to obtain this release.

Yours truly,

RICHARDS, AKROYD & GALL, LTD.

Per:

JDT:ES

Mortgage Department.

3303

January 10, 1945

Mr. Toyokumi ARIKADO,
Reg. No. 05060,
40 College Street,
Toronto, Ont.

Dear Sir:

We do not appear to have received a reply to our letter of December 7th in connection with your property at 201-9 Powell Street.

The Shell Oil Company have informed us that they will hold us responsible for any damage which may incur from the collapse of the roof, and under their lease with you they could demand that this roof be repaired at once, and if you do not do so, they may go ahead and have it done at your expense.

As the cost of repairing this roof is $1,545.00 and $500.00 for replacing the broken concrete and whereas your present balance is only around $1200.00, we would appreciate your advising us if you are prepared to send us $900.00 to cover this work.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

H. B. LEUTY
DIRECTOR

J. M. KIRKWOOD
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS
AKROYD

614 PENDER STREET, WEST
VANCOUVER, B.C.

TELEPHONE
MARINE 6141

Cv 19

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

ACCIDENT

LIABILITY

INLAND TRANSPORTATION

BONDS

ELEVATOR

BURGLARY

THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

EVACUATION SECTION
Rec'd DEC 14 1944
File No. 3303
Ans.
Referred To Nelson

December 13th, 1944.

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

Re: T.Arikado, File # 3303.

Dear Sir:-

Further to our conversation, we feel that the estimate of Allan & Viner Construction Co., Ltd for repairs to the Safety Garage, an equitable one and strongly recommend its acceptance. It is imperative that these repairs be made without delay.

Alltho the present occupant is responsible for a small amount of damage to the tile brick work, the majority has taken place over a considerable period of years.

Yours truly,

RICHARDS, AKROYD & GALL., LTD.,

per. J. W. Thwaites

Rental Dept.

3303

December 7, 1944

Mr. Toyokumi ARIKADO,
Reg. No. 05060,
40 College Street,
Toronto, Ontario.

Dear Sir:

As requested in your letter of November 22nd, enclosed find statement of your account with the Custodian.

In connection with your property at 201-209 Powell Street, the Shell Oil Company are demanding that the roof and concrete floor be repaired at once. We are advised that the roof is in a dangerous condition and is liable to collapse at any time, and under the terms of the lease with the Shell Oil Company they can demand that this be repaired at once.

Messrs. Richards, Akroyd & Gall, Ltd. have obtained an estimate of $1,545.00 for repairing the roof and $556.00 for replacing the broken concrete floor, and whereas your present balance is only $1,225.80, would you consider sending us $900.00 to take care of this work?

As you are doubtless aware, it is the policy of the Custodian to liquidate all property in the Protected Area and at the present time we have received bids for $10,500.00 and $11,000.00 on your property.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH
Enc.

I. ARIKADO
REG No. 05060
40 COLLEGE ST
TORONTO ONT.

FILE No. 3303

CUSTODIAN
HASTING + GRANVILLE
VANCOUVER B.C.

EVACUATION SECTION
Rec'd JAN 15 1945
File No. 3303
Ans.
Referred Milson

Dear Mr. Milson

Received the statement of my property on December 14, 1944, also of estimation of repairs.

After long thinking over I fel that I am not able to raise require amount so it would be to sale my property at $11,000.00 although it is below valuation.

There are also my resturant equipment in the store at 201 Powell St. as I have reported all to you. These are also to be for sales now. In selling I should consider present tenant who is running the busines with to be contact and give him first consideration.

Yours truly,
I. Arikado

3993

Jan. 27th, 1945.

Mr. Harold D. Campbell,
Standard Bank Building,
Vancouver, B.C.

Dear Sirs

Re: Catalogue No. 179
231-5-9 Powell St.
2 & 10 /4036.

This will acknowledge receipt of your letter of January 24th in which you enclose the cheque of Sam Hee and Sam Shew Ying in the sum of $6,000.00. We have now received a total of $8,000.00 which, with the assumption of an outstanding mortgage of $4,000.00, will be the full amount of the purchase price of the above property including chattels as per enclosed list.

We note that you request that this property be registered in the names of Sam Hee, restaurant owner, Jang See, wife of Sam Hee, Sam Shew Ying, cook, and Sam Shew Chong, student, as joint tenants, all of 231 Powell Street, Vancouver, B.C. All are British subjects.

The necessary documents will be prepared covering the real property only, with a consideration of $11,000.00 and a Bill of Sale absolute covering the chattels for the sum of $1,000.00. When the Bill of Sale is ready for signature we will be pleased to notify you in order that you may arrange to have your clients attend in this office for their completion. Conveyances will then be forwarded to the Secretary of State at Ottawa and if our recommendation is acted upon, the documents will be signed and returned.

After registration of Deed, a statement of adjustments of taxes etc. will be prepared including registration fees and forwarded to you. Adjustments will be calculated as of the date of this letter.

The tenants will be advised that the property has been sold subject to the existing tenancies and the owner will be in a position to assume control of this property.

We note that you have received a copy of the lease of the garage premises of the Shell Oil Company to which the purchase of the property is subject.

Yours truly,

F. C. Shears,
Director.

3303

23rd January, 1945.

Harold D. Campbell Esq.,
Standard Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 179
201-5-9 Powell Street

Referring to your letter of January 12th which was forwarded to us through Mr. E.A. Alm, Real Estate Agent.

In connection with this matter you called at our office yesterday together with Mr. Sam Show Ying and Mr. Sam Hee and stated that you were prepared to withdraw the proviso contained in the third paragraph of your letter in regard to the arrangements which it is necessary for you to make with the Shell Oil Company.

We are enclosing herein receipt for deposit cheque which you left with us at that time for $2,000.00.

This matter is receiving our favourable consideration and we will be writing you again in due course.

Yours truly,

F. G. Shears,
Director.

FGS/FHH

encl.

HAROLD D. CAMPBELL
CHARTERED ACCOUNTANT
808-812 STANDARD BANK BUILDING
VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

ENEMY SECTION
Rec'd FEB 24 1945
File No. TELEPHONE
Ans'd
Refer'd

February 23, 1945.

Your File No. 3203

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

Attention Mr. G. D. Milsom:

Dear Sirs: Re- Chattels 201-5 Powell Street

This is to acknowledge receipt of your letter of the 20th inst., in connection with which I would like to draw your attention to the fact that your letter stated the Bill of Sale was enclosed, in triplicate, whereas I only received the original and one copy.

These two copies have been duly completed by the grantees and I am returning them to you herewith for signature of the Custodian or his Deputy.

Yours very truly,

H. D. CAMPBELL.

Per RCM

RCM:JM
Encl.

Catalogue No. 179,
File No. 3303,
231-5-9 Powell Street, Vancouver, B.C.
Lots 9 & 10, Blk.4, D.L. 196, Gp.1.
NWD. Plan 184,

March 22nd, 1945.

SAN HEE, JANG CHEE, SAN [illegible] YING, SAN [illegible] CHONG,

(purchasers)

In Account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at January 27th. 1945)

	DEBIT	CREDIT
Purchase price	$11,000.00	
Cheques received		7000.00
Assumption of Mortgage		4000.00
Seller's proportion of 1945 taxes 26/365 x 674.28		48.03
Water paid to Nov. 4/44 From Nov. 4th to January 27th/45- 84 @ 53¢ a day		44.52
Amount of rent collected		
(Shell Oil) (January 27th to January 31st 4/31 x 47.50		6.13
(February 28th - March 31st- 2 months @ 47.50		95.00
(Cooper) (January 27th - January 31st- 4/31 x 39.00		2.45
(February 28th to March 31st- 2 months @ 19.00		38.00
(Sam Hee & Jang Ying) (January 27th to January 31st/45 4/31 x 71.25		9.19
(Sam Hee) (January 27th to January 31st 4/31 x 19.00		2.45
Registration fees on deed-$11,000.00	21.50	
Insurance premium -72.3% x 26.40	19.09	
" " -66.6% x 61.00	40.63	
" " -42.5% x 12.90	5.48	
" " -23.6% x 9.44	2.23	
Balance owing to purchaser	196.84	
	$11,0245.77	11,0245.77

BALANCE OWING TO PURCHASER - $196.84

3303

May 30th, 1945.

Messrs. Richards, Akroyd & Gall Ltd.,
614 West Pender Street,
Vancouver, B.C.

Dear Sirs:- Re:- Toyokumi ARIKADO

When the Arikado property at 209 Powell Street was sold, the purchasers intimated to us that they were making arrangements about paying off the balance of the mortgage of $4000.00, but owing to the fact that Henry Everard was a prisoner of war in Germany, a release could not be obtained. We were wondering if Everard now has been released by the Germans, and if it will be possible to get this release.

The Custodian is anxious that Arikado be released from his personal covenant on this mortgage, and if the new purchasers do not intend to pay off the mortgage, we would like you to try and arrange for them to obtain a new mortgage and pay off the existing one.

Your comments on the above would be appreciated.

Yours truly,

GDM/DD.

G.D. Milsom,
Administration Department.

May 29/45

File No. 3303

MEMORANDUM
FOR FILE

Re: Toyokumi ARIKADO -
201-9 Powell Street.

Before ARIKADO was evacuated he left his affairs in the hands of Richards, Akroyd & Gall, Ltd. He declared Accounts Payable which were paid by Richards, Akroyd & Gall from the rentals of his property.

He was also the Registered Owner of a Mortgage on Lots 33 and 34, Block 4 of N.W.¼ of Sec. 50, Town of Hastings, given by William and Florence Ellen Bradshaw. This has been paid off and the amount credited to ARIKADO's account.

T. ARIKADO owned Lots 9 & 10, Block 4, D.L. 196, known as 201-9 Powell Street, also the chattels in Ernie's Restaurant at 201 Powell Street. The property was sold for $11,000.00 and the chattels for $1,000.00, the purchasers assuming a Mortgage for $4000.00. In connection with this Mortgage, we are today writing Richards, Akroyd & Gall to see if they can obtain a Release from the holder of the Mortgage, who should now be released by the Germans as a Prisoner of War, and they should arrange for a new Mortgage to be given by the purchasers.

We have advised ARIKADO in regard to the sale of his real estate and chattels and all items in connection with his affairs and have received a letter from him confirming that this accounts for all his real and personal property in the Protected Area, leaving his Savings Account in the Royal Bank of Canada, East End, his life insurance with the Sun Life Assurance Company, and a deferred royalty in Atlas #1. These items are being attended to by ARIKADO and do not require any action by the Custodian.

E. D. Nelson

GDM/GH

File No. 3303

MEMORANDUM

To: Mrs. A. G. MacArthur May 26, 1945

From: Mr. G. D. Nilson

Re: Toyokumi ARIKADO

In connection with the attached request from Toyokumi ARIKADO for the balance of his account amounting to $8,746.26, this property was sold for $11,000.00 subject to a Mortgage for $4000.00. At the time of the transaction the purchaser intimated to us that he would pay off the $4,000.00 to Richards, Akroyd & Gall, the agents for the holder of the Mortgage who was a Prisoner of War in Germany and could not give a release of the Mortgage releasing the Japanese from his personal covenant.

Richards, Akroyd & Gall have today advised us that the Mortgage has not been paid off but the interest and the taxes on the property have been paid to date.

Please advise me if we may send the balance of ARIKADO's money to him in view of his liability under the personal covenant of the Mortgage. Richards, Akroyd & Gall, the agents for the Mortgagee, state that they have no objection.

G. D. Nilson

GDN/GH

Approved 5/15/45

O.K. D. MacA

File No. 3303

MEMORANDUM

To: Mrs. A. G. MacArthur May 26, 1945

From: Mr. G. D. Hixon

Re: Toyokumi ARIKADO

In connection with the attached request from Toyokumi ARIKADO for the balance of his account amounting to $8,746.26, this property was sold for $11,000.00 subject to a Mortgage for $4000.00. At the time of the transaction the purchaser intimated to us that he would pay off the $4,000.00 to Richards, Akroyd & Gail, the agents for the holder of the Mortgage who was a Prisoner of War in Germany and could not give a release of the Mortgage releasing the Japanese from his personal covenant.

Richards, Akroyd & Gail have today advised me that the Mortgage has not been paid off but the interest and the taxes on the property have been paid to date.

Please advise me if we may send the balance of ARIKADO's money to him in view of his liability under the personal covenant of the Mortgage. Richards, Akroyd & Gail, the agents for the Mortgagee, state that they have no objection.

GDH/GH

File No. 3303

T. ARIKADO
REG. No. 05060
40 College St.
TORONTO ONT.

DEPT. of SECRETARY of STATE
CUSTODIAN
JAPANESE EVACUATION SECT

MAY 22, 1945

EVACUATION SECTION
Rec'd MAY 25 1945
File No. 3303
Ans.
Referred Nelson

Dear Mr. G. D. Nilson

Received the letter and statement of May 11, 1945 about sales of my property and cafe equipment.

The money could be put to some use and there is no better way than to invest in Victory Bond so will you please send this amount to my credit at Bank of Commerce, Yonge and College St. Branch, Toronto.

If you need affirmation I will get requirement from Mr Ames, manager of above Bank mention, of my intention or you could comunicate with him if amount could be send right away I could still get renewal of 8th Victory Loan

About my account of my personal property in Protected Area there is my Saving Acct, Royal Bank, East End Branch Life Assurance, Sun Life Bond, 4/40, Atlas #1, Nil Deferred Royalty. Clifton Coal

8746

Your truely,
T. Arikado

3303

May 11, 1945

Mr. Toyokumi ARIKADO,
Reg. No. 05060,
40 College Street,
Toronto, Ontario.

Dear Sir: Re: Catalogue No. 179
201-5-9 Powell Street
9.10/A/196.

Please be informed that the above property and your cafe equipment has been sold as of January 27, 1945 for the sum of $12,000.00, $8,000.00 Cash and the purchaser assuming a Mortgage of $4,000.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, less expenses, up to the mentioned date, have been credited to your account and adjustments of unearned insurance premiums have also been credited to you.

The net result of this sale appears on an attached statement, and the proceeds have been credited to your account. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

Will you kindly confirm that this accounts for all your real and personal property in the Protected Area.

Yours truly,

G. D. Wilson
Administration Department

GDW/GH
Enc.

c.c. B. C. Security Commission.

STATEMENT RE SALE OF: Name: ARIKADO, Toyokuma

Catalogue No: 179 File No: 3303

Street Address: 201-5-9 Powell St. Reg. #09060
Vancouver, B.C.

Legal Description: 9,10/4/196

Date of Sale and Adjustments January 27th, 1945

Sale Price property & chattels	(Purchasers assume mortgage of $4000.00	cash	$8000.00
Real Estate Agents Commission		$600.00	
Charge for Valuation		65.00	
Charge for Advertising		4.00	
Land Registry Office Transmission Fee		2.50	
Encumbrances: assumed			
[redacted] vendor			
[redacted]			
[redacted]			
[redacted]			
Other charges			
Adjustments:			
Fire Insurance			67.43
Taxes		45.03	
Water		44.52	
		764.05	$8067.43

Net Proceeds credited to your account as of January 27th, 1945 $7303.38

May 9th, 1945
Date:.....

Mr. George Peters
Compiled by:.....

PLEASE FILE UNDER

File No. 3303 June 1st, 1944

MEMORANDUM FOR FILE

Re: 201,205,209 Powell St.

Please note that in the event of the proposed sale of this property, the Custodian is not able to give clear title as the Mortgage is held by a British subject, a soldier who is now a prisoner of war in Germany.

Mr. Wright states that the property can be sold subject to the Mortgage.

GDM/GH

3303

May 30th, 1945.

Canadian Bank of Commerce,
Yonge & College Sts.,
Toronto, Ontario.

Dear Sirs:-

Enclosed find cheque for $8,746.26, which we would ask you to kindly place to the credit of Toyokumi ARIKADO, registration No. 05060, with advice to him at 40 College Street, Toronto.

Yours truly,

G.D. Milsom.
Administration Department.

GDM/DD.

Enc.1.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name ARIKADO, Mr. Toyokuni
Central Y.M.C.A.
40 College St.
Toronto, Ont.

File No. 3303

Reg. No. 05060

Company Sun Life

Agency Vancouver

Policy No. 866571

Premium - $ 38.45

Payable: x
Annually, Semi-annually or monthly

Month July **Day** 1st

REMARKS: The above policy is an endowment - due in 1953
(Phoned Sun Life)

27

Form letter 1A sent
Aug 24/43