

3322

**BUREAU HASTINGS PARK
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: HIRAYAMA Kihachi

HOME ADDRESS: 1215 Kingsway, Vancouver, B.C.

REGISTRATION NUMBER 00529

SEX: Male

AGE: 57

OCCUPATION: Merchant

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: SODE

ADDRESS OF WIFE OR HUSBAND: 1215 Kingsway, Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: 1215 Kingsway, Vancouver, B.C.:-
Lots 14 & 15 Blk 38 D.L. 301 (Bor. Inverness & Kingsway St.,)
Vancouver, B.C. Residential Blk. Land value \$5500.

2. BUILDINGS AND OTHER IMPROVEMENTS: 6-roomed wooden bungalow-\$1000
Greenhouse \$125
Woodshed (barn) \$175.

3. INSURANCE (Give particulars; state where policies are) \$1000 Fire Ins. on house
with Bell-Irving Ins. Agencies Ltd., 989 W. Hastings, Vancouver, B.C.
Pol. No. unknown, Pol. in hands of Mortgagee.

4. TAXES (Amount and where payable) 1941 tax \$263.02 in arrears. City Hall
Vancouver, B.C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Bal. of
mortgage \$765, Japan & Canada Trust, Dunlevy & Powell St.,
Vancouver, B.C. Int. \$5.22 per mth. paid up to date.

6. OCCUPANCY AND LEASES (If vacant so state) The front of the house which is
rented to Mrs. Charlotte Young at \$25 per mth., One year lease.
Contract has been made with the Army & Navy Sign Co., permitting
them to put up two signboards, payment received in advance. I.e.
one sign for \$25 expiring 6/1/44; One sign for \$75 expiring 5/2/42

See Austin letter dated 14/9/42

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. In the hands of Japan & Canada Trust, Dunlevy & Powell St.,
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST Vancouver, B.C. None
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

In the garden of 1215 Kingsway, Vancouver, B.C.,

Fruit trees, many dwarf trees, flowers, etc., as per 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

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

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)

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY ESTATES OR TRUSTS:

11. SAFETY DEPOSIT BOX:

LIABILITIES:

1. PERSONAL DEBTS: R. Tagashira & Co., 285 Heatley Ave., Vancouver, B.C. (\$239.26) -- S. Tamura & Co., 213 Dunlavy St., Vancouver, B.C. (\$650) -- Water Rates (metered) payable every four months, App. for one year (\$15).

Mrs. Hirayama states the Japanese creditors as above noted are willing to wait until the end of the war

2. TRADE DEBTS: H.

REMARKS: Declarant states that he is removing to 2132 Alberta St., Vancouver, B.C. To-morrow.

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 9th day of April, 1942.

[Signature]
Witness

(Signature) K. Hirayama

FOR DEPARTMENTAL USE

P.D. 19/11/42.
INFORMATION FROM R.C.M.P.

DATE March 22, 1945.

Our File No. 3322

Full Name The Estate of Kihachi HIRAYAMA. Deceased.

(Surname in Block Letters)

Kihachi HIRAYAMA died Intestate at Lemon Creek, B. C., on September 6, 1944.

Registration No. 00529

☒ Male - Female
(Check)

Age August 18, 1885.

Former Address 1215 Kingsway Street, Vancouver, B. C.

Date Evacuated September 11, 1942.

☒ Naturalized - Canadian-Born - National
(Check)

Present Address Lemon Creek,
Slocan, B. C.

Died at Lemon Creek, B. C.,
on September 6, 1944.

☒ Married - Single
(Check)

nee
Name of Wife (HIRATA) Sode #00628

Name of Husband -----

Name of Mother Deceased

Name of Father Deceased

Names of Children under 16 _____

Requested by _____

Registered with Custodian Yes
(Yes or No)

Additional Information Administrator: Mr. Samuel A. Moore, Official Administrator.

Beneficiaries: See memorandum under date of March 22, 1945.

Real Property Summary

Catalogue No. 132.

File No. 3322.

Japanese Name: Estate of Kihachi HIRAYAMA, Deceased. Reg. No. 00529.

Civic Address: 1215 Kingsway Street, Vancouver, B. C.

Legal Description: City of Vancouver, Lots 14, and 15, Block 38, District Lot 301, Group 1, New Westminster District, Plan 187.

Classification: Dwelling and Greenhouse.

-----S O L D-----

Registered in the name of: Kihachi Hirayama.

State of Title:

Registered Charge: 93855 H. 11/4/32. 2.23. Japan and Canada Trust Savings Company. Mortgage for \$1000. Due 11/4/33. Int. 8% C. of C. 15424.

Whereabouts of Title No. 29675K: Land Registry Office, Vancouver, B. C.

Vesting: In Custodian. Filing No. 35441, December 21, 1942

Note: The British Columbia Security Commission advised us on October 25, 1944, that Mr. Hirayama died on September 6, 1944, and filed a claim for the recovery of the sum of \$80.00 from his Estate to cover funeral expenses paid by them.

We wrote to Mrs. Sode Hirayama, Widow of the above deceased, on November 24, 1944, and advised her that she should take steps to have this Estate administered and she, accordingly, placed the matter in the hands of Mr. Samuel A. Moore, Official Administrator, Vancouver, B. C.

We supplied Mr. Moore with all particulars regarding the deceased's assets and liabilities and other information required by him, including a list of the next-of-kin, and he forwarded us a Notarial copy of Letters of Administration which were granted to him on the 11th day of July 1945. Our cheque for the sum of \$515.38, being all funds on hand at credit to this Estate were forwarded to Mr. Moore with our letter dated July 27, 1945.

Sale of Real Property at 1215 Kingsway

Prior to the death of Mr. Hirayama we advertised the property at the above address in our Catalogue under No. 132 but no acceptable offers were received. The valuations obtained by this Office were as follows:
1. \$2,600.00 - Mr. Moore of Pemberton Realty Corporation.
2. \$3,000.00 - Mr. Reid of J. R. Reid and Company.

The Advisory Committee, however, fixed the minimum acceptable price at \$3,500.00 as the assessed values were:

Land: \$3,860.00. Improvements: \$1,350.00.

On February 15, 1946, Mr. Moore advised us that his Valuator had placed a valuation of \$2,000.00 on this property, and he had six offers to purchase same ranging from \$500.00 to \$3,500.00 gross.

P.T.O.

REAL PROPERTY SUMMARY CONTINUED

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Catalogue No. 132.

File No. 3322.

Mr. Moore pointed out in his letter that \$928.50 plus interest was owing on the Mortgage against the property, and also taxes in the sum of \$983.08 plus interest, and stated that he did not want to lose the sale for \$3,500.00 gross, being \$3,325.00 net, as the above obligations should be settled without further delay. Mr. Moore requested us to advise him regarding acceptance of this offer and on February 16, 1946, we wrote him to the effect that we thought it should be accepted. Also, in accordance with his request made on April 10, 1946, we filed a Vacating Certificate at the Land Registry Office, Vancouver, on April 15, 1946, vacating our Vesting Certificate No. 35441.

Insurance: Transferred to Official Administrator.

Chattels: Not involved.

ADMINISTRATION:

Mr. Kihachi HIRAYAMA on April 9, 1942, declared owning the following Real Property: "1215 Kingsway, Vancouver, B. C.:— Lots 14 & 15 Blk 38 D.L. 301 (Cor. Inverness & Kingsway St.,) Vancouver, B.C. Residential Blk. Land value \$5500. ... (with) ... 6-roomed wooden bungalow—\$1000. Greenhouse \$125. Woodshed (barn) \$175."

Under "Occupancy and Leases" Mr. Hirayama declared the following: "The front of the house which is arranged for a store has been rented to Mrs. Charlotte Young at \$25 per mth., One year lease. Contract has been made with the Army & Navy Sign Co., permitting them to put up two signboards, payment received in advance. ie. one sign for \$25 expiring 6/1/44; One sign for \$75 expiring 5/2/42."

Mr. Hirayama was a merchant and carried on business in the front part of the building which was arranged for a store and he and his family used the dwelling at the rear for living quarters. In a letter dated November 23, 1942, written from Slocan, B. C., he wrote as follows:

"After I had closed my store in March of this year I vacated the premises nearly at once and resided at 2132 Alberta Street until we were evacuated on September 17th."

On April 14, 1942, we appointed Messrs. A. E. Austin and Company Limited, 833 West Hastings Street, Vancouver, our agent for the control and management of the above property and on April 20, 1942, they advised us as follows:

"We have today examined the above property.

"The buildings are very poor and seem to have been extemporized from time to time.

"We understand that Mrs. Young, the Lessee, paid \$250.00 cash for the fixtures. She verifies the information that she was to have a Lease for one year at \$25.00 per month.

"The garden and grounds on this property appear to have been well taken care of."

Mrs. Young, who rented the property from Mr. Hirayama was not given a written Lease by our agent, who notified us in their first rental statement that rents for the months of July and August had been paid direct to the Japanese.

REAL PROPERTY SUMMARY CONTINUED

Catalogue No. 132.

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File No. 3322.

Mrs. Young vacated the premises at the end of August and the property was rented to Mrs. Catherine Cool, unfurnished, for the sum of \$25.00 per month from September 1, 1942.

Mrs. Cool's husband was a Soldier who lived in one of the barracks in Vancouver. There were six children at home with Mrs. Cool and they used both the store and the dwelling as living quarters. One room which was just a lean-to was unfit to be used.

Our Agent requested W. D. Wallace and Son to make an estimate of repairs which were necessary to the store and dwelling and they wrote under date of October 6, 1942, as follows:

- "The roof leaks in several places.
- "Sections of the fence are badly rotted out.
- "The Tenant complains that the chimney smokes.
- "All rooms could be redecorated."

Mr. Wallace was authorized to repair the roof and flashings around the chimney and we paid him the sum of \$18.00 for labour and material in this connection. Also, Mrs. Cool was allowed \$25.00 on her rent for March 1943, in lieu of repairs which she made to the property.

In May 1943 we were notified by a party who lives near the Hirayama property that approximately one-half of the fence had been torn down by the tenants, and generally speaking the place was being badly neglected but the Coals denied this and there was really nothing we could do about the matter.

Kelly Douglas and Company Limited had their Nabob sign painted on the fence on Inverness Street but they canceled their contract in this connection before Evacuation. It was decided not to spend any money in replacing the fence which had been removed. As previously stated, however, this fence was quite worn and the posts were rotted out in places.

Our Agent visited the property on May 5, 1943, and stated in a letter dated May 20, 1943, that he could see where decorating had been done by the tenants. They were irresponsible people. He stated that Mrs. Cool was a poor housekeeper and the place was in a state of squalor. It was decided in view of these facts, that no further monies would be spent in decorating the premises.

Mrs. Cool remained the tenant until the administration of the property was taken over by Mr. Samuel A. Moore, Official Administrator, in March, 1945. She paid her rents to A. E. Austin and Company Limited until February 1945, and then commenced paying them to Mr. Moore. Austin and Company forwarded proceeds of rents to our Office with monthly rental statements, after deducting Water Rates and incidental expenses authorized by this Office. Net proceeds were credited to Mr. Hirayama's account and, after his decease, to the account of his Estate. His account in our Office was changed from his name to the Estate of Kihachi HIRAYAMA, Deceased, Registration No. 00529, File No. 3322, as at September 6, 1944. Also, the name of the Official Administrator and the beneficiaries with their

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REAL PROPERTY SUMMARY CONTINUED

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Catalogue No. 132

File No. 3322

relationship, Registration numbers and File numbers shown. Mr. Hirayama died intestate on the last-mentioned date at Lemon Creek, B. C.

All funds on hand in this Office in the Estate account, viz. \$515.38, were forwarded to Mr. Moore with our letter dated July 27, 1945, after we received Notarial copy of Letters of Administration granted to him. We received his receipt for our cheque on August 4, 1945.

Mrs. Cool paid her rent regularly until January 1943, then began to fall in arrears. She complained again about the condition of the house and our Agent, after inspecting the place, admitted certain re-conditioning needed to be done. We had Messrs. W. D. Wallace and Son again inspect the property and he handed in the following report:

"The above buildings are all connected but have been built in sections at various times so that there is a conglomeration of roofs and lean toos.

"The front or store section has a flat roof with the usual fire walls on which the prepared roofing is completely perished, full of cracks and is simply acting as a sponge. This should be covered with wartime ready roofing on roof, fire walls and coping.

"The leantoo on the West side is of shingles which are so badly rotted that repairs are impossible, this should be resingled with #1-5X shingles."

"The original main roof is also of Cedar shingles which are rotted away and should be resingled same as West side."

"The addition on the rear, used as a kitchen has practically new shingles but the pitch of the roof is so flat that it never could be made watertight with shingles. We advise covering this with ready roofing same as store roof and carried up under the new shingles on main roof."

Mr. Wallace estimated that it would cost \$209.70 to effect the above repairs but we advised our Agent that on account of the heavy Mortgage and arrears of Taxes (Taxes for the years 1941 and 1942 were not paid before Evacuation) it would be out of the question to have the work done and they advised the above-mentioned accordingly.

The situation gradually deteriorated until the rental statement of January, 1944, showed arrears to be \$120.00. Finally, the writer visited the property and interviewed Mrs. Cool after discussing the whole problem with Mr. Shears. It was found that the roof was leaking and decorating was needed but generally speaking the premises were in a livable condition. Mrs. Cool was told that unless some satisfactory arrangement was made whereby she would pay her rent regularly and become satisfied with the place, we would obtain possession of the property and board up the building. It was then agreed in writing that the rent would be reduced to \$15.00 for six months and that Mrs. Cool would have the required work done at her expense and forward vouchers to our Office. This proved satisfactory and at the end of the six month period we agreed to renew said arrangement for a further period of six months. In this way the arrears of rent were liquidated and they kept the premises in repairs without further expense and complaint to this Office.

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REAL PROPERTY SUMMARY CONTINUED

Catalogue No. 132.

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File No. 3322

The rent was paid up to date when we turned over the Administration of the property to Mr. Moore.

Regarding the two sign boards on the property which belonged to the Army and Navy Department Stores Limited, it is noted that \$75.00 per year ground rent was paid in connection with the large sign and \$25.00 ground rent for a three year period for the small sign. These rents were also collected by our Agent and forwarded to this Office where they were credited to the Custodian account of Mr. Hirayama and/or his Estate.

Revenues exceeded disbursements while the property was under our control but annual taxes of approximately \$238.00 were allowed to accumulate.

Mr. Hirayama wrote us to the effect that he had not received a cheque for \$75.00 for the period from February 5, 1942, to February 4, 1943, but it is not likely that this was the case as he was not evacuated until September 11, 1942, and had ample time to effect collection. Further, the Army and Navy Department Stores Limited advised us by letter that a cheque was issued on February 19, 1942, for \$75.00 in favour of this Japanese covering rental for said period. They stated this cheque was endorsed and cashed by Mr. Hirayama. We advised this Evacuee regarding this matter in our letter dated June 15, 1944.

Mr. Hirayama did not declare owning any chattels in his JP Form, but he did state there were fruit trees, fancy dwarf trees, flowers, etc. in the garden at 1215 Kingsway and attached a list of these with his valuation placed opposite each item. The total amounted to \$196.30.

The Custodian did nothing regarding the above, according to the file, and when the writer visited the premises in February 1944, there was little evidence to shew there had ever been a garden at that address.

The only other reference to personal effects belonging to Mr. Hirayama is in a letter of A. E. Austin and Company Limited addressed to this Office and dated April 20, 1942, in which it is stated that Mrs. Young, the first tenant, was understood to have paid \$250.00 cash to Mr. Hirayama for the fixtures to the store. No mention was made of the disposition of any stock which Mr. Hirayama may have had in these premises.

On January 14, 1943, we advised Mr. Hirayama that our agent, Messrs. A. E. Austin and Co. Ltd., had made inquiries regarding the sale of this property and requested him to express his views regarding this matter. He replied on January 21, 1943, and stated that he wanted at least \$5,000.00 cash for the property. Our agent stated this price was too high and nothing further was done by them to effect the sale.

The property was sold by Mr. Samuel A. Moore, Official Administrator, for \$3,500.00 gross, being \$3,325.00 net cash. The balance on the Mortgage owing to the Japan and Canada Trust Company; several years taxes owing to the City of Vancouver and claims totalling \$854.26 would account for nearly \$3,000.00 in liabilities which Mr. Moore would be required to pay. Particulars regarding these matters were forwarded to Mr. Moore with our letter dated December 8, 1944.

REAL PROPERTY SUMMARY CONTINUED

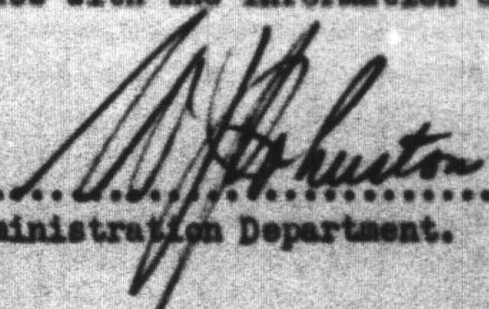
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Catalogue No. 132

File No. 3322

A
This summary to be continued and completed when further particulars are received from Mr. Moore, Official Administrator.

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


.....
Administration Department.

WJJ/HMS
February 18, 1947.

File No. 1323

February 19, 1945

LIABILITIES SUMMARY

Re: Estate of Kihachi HIRAYAMA, Deceased.
Registration No. 00529.

Mr. Kihachi Hirayama, in his JP Form dated April 9, 1942, declared the following:

"M. Tagashira & Co., 225 Eastley Ave., Vancouver, B.C. (\$239.36)
S. Tamura & Co., 213 Dunlevy St., Vancouver, B.C. (\$450.00)."

A note on the JP Form on file states that the above will wait for the duration.

The Japan and Canada Trust Savings Company advised us under date of December 28, 1942, that the registered Mortgage held by them against Mr. Hirayama's property at 1215 Kingsway, Vancouver, B. C., remained unpaid and stated that \$765.00 was the amount of Principal owing, plus \$50.00 interest to December 31, 1942.

The following is an extract from the above letter:

"The interest hereon is payable monthly but nothing has been received since February interest was paid on March 6th 1942, and payment of principal expired on 11th April 1933. It would appear that any monies received for this party would be best used in applying them on the above.

"Unregistered deed of land dated April 4th 1942 is held by us.

"Could you also please furnish us with total amount collected by way of rentals and the disbursements therefrom."

No payments were made by us on account of the above claims and we forwarded statements of each with our letter to Mr. Samuel A. Moore, dated February 19, 1945.

We communicated with Messrs. P. S. Ross & Sons at regular intervals regarding this Mortgage but found it impossible to pay any thing on account of either Principal or interest. The latest statement received from them showed the Principal as formerly stated, \$765.00 with interest to February 15, 1945, \$183.60, making a total of \$948.60.

We also forwarded said statement to Mr. Moore with other particulars regarding this Estate with our letter dated February 19, 1945.

The Department of Labour, Japanese Division, filed a claim for funeral expenses of Kihachi HIRAYAMA, deceased, amounting to

P.T.O.

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File No. 1322

February 19, 1947.

LIABILITIES SUMMARY CONTINUED.

\$80.00 and a copy of this account, certified by Mr. M. L. Brown was forwarded to Mr. Moore on February 19, 1945.

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

.....*M. L. Brown*.....

WJ/MS

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PERSONAL PROPERTY SUMMARY

File No. 3322

February 20, 1947.

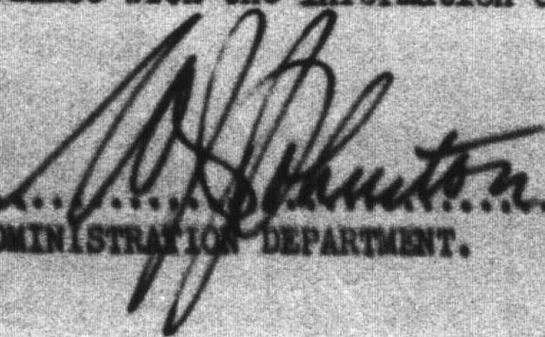
Re: Estate of Kihachi HIRAYAMA, Deceased.
Registration No. 00529

CHATELS: Mr. Hirayama did not declare owning any chattels in his JP Form, but he did state there were fruit trees, fancy dwarf trees, flowers, etc. in the garden at 1215 Kingsway and attached a list of these with his valuation placed opposite each item. The total amounted to \$196.30.

The Custodian did nothing regarding the above, according to the file, and when the writer visited the premises in February 1944, there was little evidence to show there had ever been a garden at that address.

NO PROPERTY INTERESTS, OTHER THAN THE ABOVE-MENTIONED, APPEAR ON THIS FILE.

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


.....
ADMINISTRATION DEPARTMENT.

WJJ/HMS

SAMUEL A. MOORE
OFFICIAL ADMINISTRATOR

OUR REF. NO. 3127

COURT-HOUSE
VANCOUVER, B.C.

May 27, 1947.

The Custodian,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	MAY 28 1947
File No.	3322
Ans.	<i>[Signature]</i>
By	<i>[Signature]</i>

Dear Sir: Re: Estate KIHACHI HIRAYAMA, Dec'd.,
Your File No. 3322.

Replying to your favour of the 14th of March and the 16th instant, I enclose herewith Statement of Receipts and Disbursements showing credit balance of the estate for distribution to the heirs herein. This amount will be paid as follows:

Mrs. Sode Hirayama	\$ 93.30
Hatsui Hirayama	37.32
Fumiye Hirayama	37.32
Mrs. Eiko Yonekura	37.32
Molly Hirayama	37.32
Rosy Sashie Hirayama	37.32
Total	\$279.90

I am forwarding Releases to be signed by the above heirs when cheques will go forward to them.

Yours very truly,

[Signature]
OFFICIAL ADMINISTRATOR

DB: JE



ESTATE OF KIHACHI HIRAYAMA

Statement of Receipts and Disbursements

Receipts:

Rents, 1215 Kingsway Vancouver, B.C.	260.00	
Custodian monies held	515.38	
Sale of property 1215 Kingsway Vancouver, B.C.	<u>3500.00</u>	<u>\$4,275.38</u>

Disbursements:

Government commission	143.77	
Water rates	27.45	
Taxes re property	1,525.95	
Advertising re creditors	22.80	
Advertising re property	7.12	
Legal fees	68.55	
Agents commission on sale of property	175.00	
Valuation of property	10.00	
Adjustments on sale	48.39	
P.S. Ross & Sons - in full Mortgage	1,019.69	
Discharge of Mortgage	1.00	
Search fees	1.50	
Services re 1215 Kingsway Vancouver, B.C.	5.00	
R. Tateshira and Company - in full debt	239.26	
Toru Tamura - in full debt	590.00	
Mrs. S. Hirayama - refund funeral expenses	25.00	
Department of Labor - funeral expenses	80.00	
Postate	5.00	
Credit balance as at May 26, 1947.	<u>279.90</u>	<u>\$4,275.38</u>

for administration. I have written to Mr. Dore
several times since, but have never received any
reply.

Of my father's next of kin, my mother, Mrs.
Sue Shingana, 8011 25, and I, Sam Shingana,
8011 25 are the only ones left in B.C., the others per-
haps relocated to Toronto and Montreal. The only
family going east to join my father's family,
so your prompt attention to this matter will be
greatly appreciated.

Other matters regarding the property will be
found under your file numbers: 3322, 6323, 6324,
6326, 6327, 6328 and 9525.

Yours truly,

(Sam) Sam Shingana

SAMUEL A. MOORE
OFFICIAL ADMINISTRATOR

PHONE: MARINE 5141

OUR REF. NO. 3127

COURT-HOUSE
VANCOUVER, B.C.

September 20, 1946.

EVACUATION SECTION	
Recd:	SEP 24 1946
File:	3322
Ass:	<i>[Signature]</i>
Referred:	<i>[Signature]</i>

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B. C.

Attention Mr. W. J. Johnston.

Dear Sir: Re: Estate KIHACHI HIRAYAMA, Dec'd.

In connection with the above estate, I am
now in a position to pay the debts as follows:

<i>Filed 12-1</i>	Mrs. Sode Hirayama, refund of funeral expenses paid	\$ 25.00
<i>Filed 12-1</i>	R. Tagashira & Co., account for merchandise supplied	239.26
<i>Filed 12-1 (cont)</i>	Tora Tamura, c/o P.S. Ross & Co., amount owing	590.00
	Total	<u>\$854.26</u>

Custodian
Custodian

Kindly advise if you wish me to forward
a cheque payable to the Custodian for the above amount
of \$854.26, or should I pay the above claims direct.
I await your reply.

Yours very truly,

Samuel A. Moore
OFFICIAL ADMINISTRATOR

DB:JE

Files Nos. 3322, 6323, 6325, 6326,
6327, 6328, 9525

February 19, 1946

MEMORANDUM

TO: MR. F. G. SHEARS

FROM: MR. W. J. JOHNSTON

RE: Estate of Kihachi HIRAYAMA, Dec'd,
and Lots 14 and 15, Block 38, D.E. 301,
Plan 187 - 1215 Kingsway, Vancouver, B.C.

Cat 132

We are attaching hereto, together with relative File, No. 3322, original letter, dated February 15, 1946, received from Mr. Samuel A. Moore, Official Administrator, who is administrator of the above Estate.

This is the matter which we spoke to you about on Saturday morning, the 16th instant, at which time it was decided that we should write Mr. Moore and advise him that we thought he should accept the offer to purchase the above-mentioned property for \$3,325.00 net. We have accordingly forwarded this advice to Mr. Moore under date of February 16, 1946.

We obtained two independent valuations on this property as follows:

1. \$2,600.00 - Mr. Moore of Pemberton Realty Corporation Limited.
2. \$3,000.00 - Mr. Reeve of Messrs. Johnson, Reeve & Watson

The Advisory Committee, however, fixed the minimum acceptable price at \$3500.00.

This property has been advertised in our Catalogue since the original issue and while we have had many inquiries, we have not received any offers even approaching the minimum acceptable price.

As shown in Mr. Moore's letter, the six offers which he has received range from \$500.00 to \$3,500.00, and the writer believes, having personally inspected the property, that we are quite justified in advising him to accept the sum of \$3,325.00 net.

Kindly place this matter on the agenda for the attention of the Advisory Committee at their next meeting.

W. J. Johnston
W. J. JOHNSTON

WJJ/JF
Attach.

3500

17

3325

3123, 3124, 3125, 3126,
3127, 3128, 3129
Business Section

509 Royal Bank Building,
Vancouver, B. C.
February 14, 1946

Samuel L. Smith, Esq.,
Official Administrator,
Bankruptcy,
Vancouver, B. C.

Re: Estate of Mikachi HIRAYAMA, Dec'd
and lots 11 and 12, Block 28, D.L. 301,
plus 187 - 1215 Kingsway, Vancouver, B.C.
Your File No. 3127

Dear Sir:

We are in receipt of your letter of the 15th instant,
and in reply wish to advise you that we think you should accept the
offer of \$1,250.00 net, for the above-mentioned property.

Please accept our thanks for your attention to this
matter.

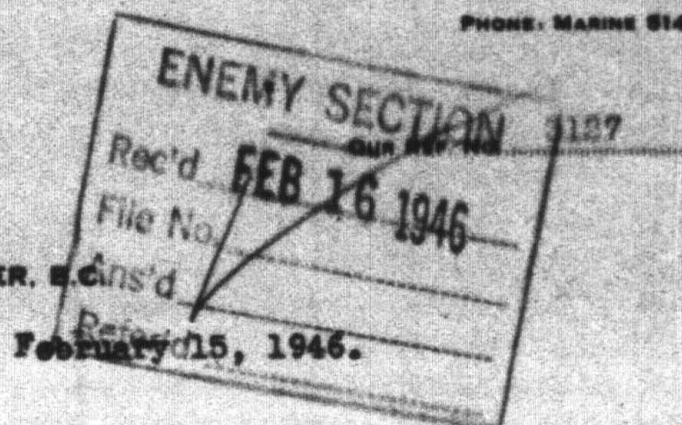
Yours very truly,

V. J. Johnston
Administration Department

WJZ/ST

SAMUEL A. MOORE
OFFICIAL ADMINISTRATOR

COURT-HOUSE
VANCOUVER, B. C.



The Custodian,
509 Royal Bank Building,
Hastings & Granville Streets,
Vancouver, B. C.

Dear Sir:

Re Estate of Kihachi Hirayama, deceased.
and
re Lots 14 & 15, Bl. 38, D.L. 301, Plan 187,
1215 Kingsway, Vancouver, B. C.
Your file No. 3322, 6323, 6325, 6326, 6327,
6328, 9525.

Among the assets in this estate there are
the above mentioned lots, 14 and 15.

As you will remember, this property was
rented by your Department for \$15.00 per month.

The assessed value is - Land \$3860.00 and
Improvements \$1350.00. The improvements consist of the following:

- 1 Storey frame structure consisting of what used to be
a store in front, now used for living quarters and
a 4-room house at the rear.

These buildings must be roughly 52 years old and our
valuator says they are totally unfit for human habita-
tion.

The valuation placed on the property by our Valuator
is \$2000.00.

These lots are subject to a mortgage of \$928.50 and
interest and there are taxes owing amounting to \$983.00
and interest.

The property was sold for taxes last year and must be
redeemed very soon.

The credit balance I have in this estate
is \$140.60.

I have advertised the property for sale
and placed it in the hands of 32 different real estate agents for
sale.

I have only received six offers namely:

\$ 500.00
\$ 1100.00
\$ 1400.00
\$ 2100.00
\$ 3100.00
\$ 3500.00 gross, being \$3325.00 net cash.

I feel satisfied that this offer of \$3325.00 net is the highest we can get, and as I mentioned above, I have to redeem the lots very soon.

As I do not wish to lose this sale, would you kindly instruct me as soon as possible as to whether I should accept this offer of \$3325.00 net for the property.

Yours very truly,

SAM:MCB

Sam Moore
Official Administrator.

*Custodian Valuations - \$2600.00
\$2300.00*

Minimum Acceptable \$3500.00

C
O
P
Y

SAMUEL A. MOORE
Official Administrator

Our Ref. No. 3127

Court-House,
VANCOUVER, B. C.

February 15, 1946

The Custodian,
509 Royal Bank Building,
Hastings & Granville Streets,
Vancouver, B. C.

Re: Estate of Eihachi HIRAYAMA, deceased
and
re Lots 14 & 15, Bl. 38, D.L. 301, Plan 187
1215 Kingsway, Vancouver, B. C.
Your File No. 3322, 6323, 6325, 6326, 6327,
6328, 9525

Dear Sir:

Among the assets in this estate there are the above mentioned
lots, 14 and 15.

As you will remember, this property was rented by your Department
for \$15.00 per month.

The assessed value is - Land \$3860.00 and Improvements \$1350.00.
The improvements consist of the following:

1 Storey frame structure consisting of what used to be a store in front
now used for living quarters and a 4-room house at the rear.

These buildings must be roughly 52 years old and our valuator says they
are totally unfit for human habitation.

The valuation placed on the property by our Valuator is \$2000.00.

These lots are subject to a mortgage of \$928.50 and interest and there
are taxes owing amounting to \$983.08 and interest.

The property was sold for taxes last year and must be redeemed very soon.

The credit balance I have in this estate is \$140.60.

I have advertised the property for sale and placed it in the hands of 32 different real estate agents for sale.

I have only received six offers, namely:

\$ 500.00
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\$ 1400.00
\$ 2100.00
\$ 3100.00
\$ 3500.00 gross, being \$3325.00 net cash.

I feel satisfied that this offer of \$3325.00 net is the highest we can get, and as I mentioned above, I have to redeem the lots very soon.

As I do not wish to lose this sale, would you kindly instruct me as soon as possible as to whether I should accept this offer of \$3325.00 net for the property.

Yours very truly,

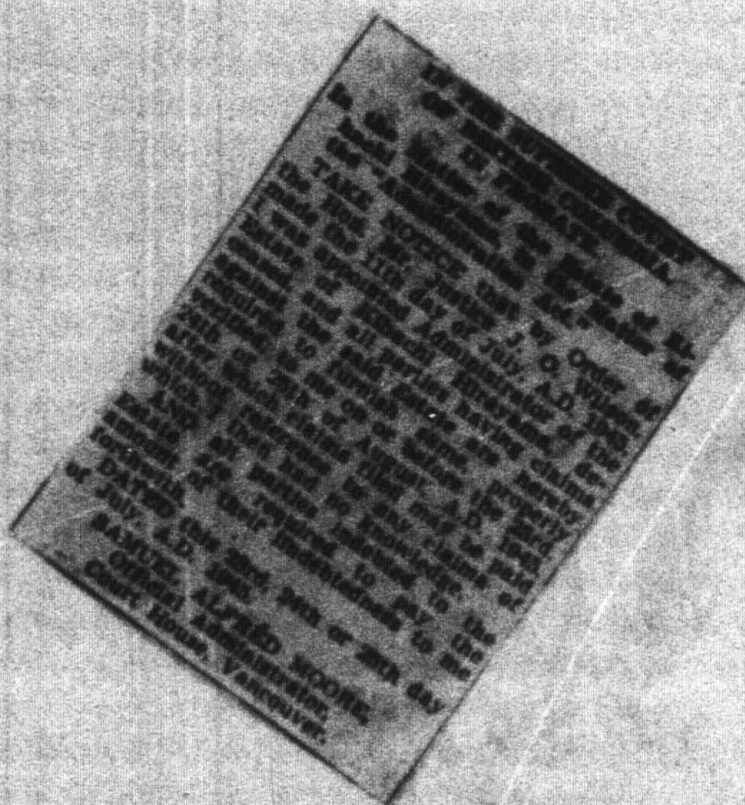
"Sam A. Moore"

Official Administrator

SAM:MCE

Vancouver, Daily Province, July 24th, 1945.

RE: Kihachi HIRAYAMA,
Evacuee File #3322.



6322, 6323,
6325, 6326,
6327, 6328,
9525.

February 19th, 1945.

Samuel A. Moore, Esq.,
Official Administrator,
Court House,
Vancouver, B. C.

Dear Sir:

Re: Estate of Kihachi HIRAYAMA, Deceased

We duly received your letter of the 10th instant
and note contents.

In accordance with your request we are outlining
herein certain information and enclosing Statements, Notices
and Creditors' Accounts as follows:

1. Amount of funds on hand at September 6th, 1944: \$436.93
2. Statement of account from September 6th, 1944,
to date showing funds presently on hand..... \$501.13
3. Amount of funds held by A. E. Austin and Company
at September 6th, 1944..... Nil
The net proceeds of rentals collected by A. E. Austin & Co.
have been forwarded monthly to this office and up to
September 6th, 1944, are included in the credit bal-
ance of \$436.93 shown above.
4. At the present time A. E. Austin and Company have \$14.25
on hand, which represents rent of \$15.00 for the month
of February 1945, less collection commission of 5%, re-
property at 1215 Kingsway. These funds are being for-
warded to us and after being credited to the account of
Kihachi HIRAYAMA, deceased, the balance in same will be
\$515.38.
5. Tax Statement, Water Rates Statement and Assessment
Notice received from the Corporation of the City of
Vancouver.
6. Creditors' Statements:
 - (1) Statement of Mortgage Account received from P.S. Ross
and Sons. Balance owing for Principal and Interest: \$948.60
 - (2) Statement of Account of Toru TAMURA, now in Japan,
received from P. S. Ross and Sons, amount owing:.... \$590.00
 - (3) Statement of Account of R. TAGASHIRA and Company
against Mr. and Mrs. HIRAYAMA received from the law
office of the late G. E. McCrossan, amount owing:.... \$239.26
 - (4) Statement of B. C. Security Commission re Funeral
expenses, amount owing:..... \$80.00

P.T.O.

COPY

P. S. ROSS & SONS
Chartered Accountants

Royal Bank Building
Vancouver, B. C.

February 15th, 1945.

Our File 295-121

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

Attention: Mr. Johnston

Dear Sirs:

Re: Mortgage - Japan and Canada
Trust Savings Company and
K. Hirayama

According to the records of Japan and Canada Trust
Savings Company the above mortgage stands as follows:

15th February, 1945 - Principal	\$765.00
- Interest to date	183.60
at 8%	
	<u>\$948.60</u>

Yours faithfully,

"P. S. Ross & Sons"
"G.M."

TELEPHONE: PACIFIC 6433

"Homes a Specialty" FOR OVER 20 YEARS

File 3322

J. R. REID
NOTARY PUBLIC



GENERAL INSURANCE

515 GRANVILLE STREET
VANCOUVER, CANADA

July 18, 1944.

The Custodian,
506 Royal Bank Bldg.,
City.

No. 132

1215 Kingsway

This property comprises a corner lot with approximately 100 ft. frontage on Kingsway on which is erected a 4 room Cottage - with Toilet and sink - in front of which is another building which has evidently been built for storage or greenhouse use with no plumbing.

These buildings are in a very dilapidated condition with scarcely any value except for the present rentals.

Valuation \$3000.

Rec'd	JUL 24 1944
File No.	3322
By	R.H.
Date	Jan 2

McCARRON & HAWBOLT

REAL ESTATE AND INSURANCE

HOMES : FARMS : APARTMENTS

350 WEST PENDER STREET
VANCOUVER, B. C.

July 21 st. 1944.

The Custodian,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir; Re; Catalogue # 132.

On behalf of our client George M.
Pohl, we make the following offer on the above
mentioned property.

Fifteen hundred dollars cash as re-
quired, and enclose certified check for 10 %
being \$150.00.

An early answer would be appreciated.

Yours truly,

McCarron & Hawbolt.

J. F. McCarron.
J. F. McCarron.

Encl.

21 Gilead Avenue,
Lemon Creek, B. C.,
July 18, 1944.

Mr. W. J. Johnston,
Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Hastings and Granville,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JUL 22 1944
File No.	3332
Ans.	W. J. Johnston
Referred	

sup to Custodian

File No. 3332

Dear Mr. Johnston: Re "Army and Navy Sign"
1215 Kingway

In reply to your letter of June 15, 1944, I wish to state I have carefully checked, on behalf of my father, any possibility of having received the rental for the large sign from between February 5, 1942 and September 19, 1942 - the date we were evacuated - and to the best of my knowledge no such payment has ever been received by my father or by anyone else of the family. This is certain: we have no intention of attempting to obtain money when none is due us, and it is in good faith that I say we have received nothing for the period 1942-1943 for the large sign.

You will notice that our letter asking about the renewal of the contract is dated February 17, 1942, and the cheque for this was supposedly issued February 19, 1942. The only vivid remembrance of those days is the exceedingly long wait for an answer which never came. Furthermore, no mention of outstanding indebtedness was made on the Declaration Form dated April 9, 1942, because that very reply with an appropriate settlement had been expected daily - one matter less with which to burden the Custodian. However it has turned out otherwise. (over)

As for our letter dated November 3, 1942, our assumption
was that since your office was then actively managing
the whole matter no indication would be permitted
without your seeing to its payment; therefore the
contract would have been duly renewed without delay;
here. The words "... said contract most likely to be re-
newed on the second of February, 1943." (The Definite
of course, would have become known on your negotiating
with the "Army and Navy Store.")

If this does not seem conclusive enough, my father
suggested asking the Bank Office of that company for
a description of his endorsement. The signature is
genuine only if his stamp accompanied his matter
endorsement, which ~~is~~ on all his cheques. (The
stamp reads: "Belmont Trust on the enclosed card.")
My father makes the matter life, if nothing
can be gained in pursuing the matter further.

He is absolutely ill and cannot be expected to attend
to this matter with much interest. In that event,
the loss of the rental will just have to be met
by you and by me.
He wishes to thank you for your faithful account
of the rental of our property and for your work in
our interests.

Please address any further communications on
my case, as my father must be advised of
any business matters on his illness.

Yours very truly,
(Miss) Molly Thompson.

21 Gilford Avenue,
Lemon Creek,
Slocan, B.C.,

March 24, 1944

Mr. H. J. Johnston,
Administration Department,
Office of the Custodian,
506 Royal Bank Building,
Hastings and Granville Streets,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	MAR 25 1944
File No.	3322
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>

Dear Mr. Johnston:

RE 2215 KINGSWAY; FILE NO 3322

In regard to the "Army and Navy" signs on my property at the above address, the answers to your letter of the 20th inst. are as follows:

1. The small signs were rented for three years for the total cost of \$25.00, expiring Jan. 6, 1944. (the rent for a year being \$10.00)

The contract for this is enclosed.

2. Payment for the large sign at \$75 per year for the two years, 1942-43 and 1943-44, is owing me. (i.e. the sum of \$150.00)

I have received nothing from the "Army and Navy" since Feb. 5, 1941 (this payment covering the year ending Feb. 5, 1942) as the enclosed copy of the letter sent them, dated Feb. 17, 1942, shows. I received no reply to that letter.

Since my property on which the signs stand is rented by contract, the "Army and Navy" signs, as well as the above-mentioned sum, for the two signs the total sum of eighty-five dollars (\$85) for the year 1944-45, unless you have already had the contract renewed or unless the signs have been removed from my property.

I would appreciate your dealing with this matter entirely, as it appears the "Army and Navy" is taking advantage of the present situation.

Yours truly,

K. HIRAYAMA REG. NO. 00529
(K. HIRAYAMA)

XX/mx.
Enc. 2

MEMORANDUM.

File No. 3322.

9th October, 1943.

TO: Mr. W. C. Hammond.

FROM: Administration Department.

re: Kihachi HIRAYAMA, 1215 Kingsway.

This property is rented for \$25.00 per month, less
5% Agent's commissions \$23.75 net per month.

Taxes outstanding are as follows:-

1941	\$ 263.02
1942	272.45
Interest arrears	32.00
	\$ 567.47
1943 Taxes	272.45
	\$ 839.92

The credit balance with the Custodian at present is
\$140.67.

Rental arrears amounted to \$70.00 at September 30th,
but a further payment of \$25.00 has been definitely promised for
Monday, October 11th, which will make funds available totalling
\$165.67.

Mrs. Catherine Cool, tenant of the above premises, is
a soldier's wife with six children, three of whom have scarlet
fever at present, causing the family to be quarantined.

In view of the heavy arrears of taxes, it does not
appear that it will be possible to pay any interest on the mortgage.

WJJ:GF



CABLE ADDRESS:
AUSTIN VANCOUVER
CODES:
WESTERN UNION AI

MEMBERS OF VANCOUVER REAL ESTATE EXCHANGE

**A.E. AUSTIN
& CO. LTD.**

833 HASTINGS STREET WEST

VANCOUVER,
CANADA

January 28, 1943

EVACUATION SECTION

Rec'd JAN 29 1943

File No. 3322

App. _____
TELEPHONE _____
MA RINE 245
Refered *Matthew W. Davidson*
ESTABLISHED 1906

The Office of The Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sirs:

Re: Your File #3322, Kihachi Hirayama

We have to thank you for yours of the 25th
inst.

We think the price suggested of \$5000.00
for this property is too high. If we are able to get
any reasonable offers, we will submit them to you.

We submitted an offer for another Japanese
property to your office, but were advised that the
property would only be sold by private tender, after
having been advertised.

Would a similar ruling apply to this pro-
perty? If so, we can see no point in our working with
a view to effecting a sale. ?

Yours truly

A. E. AUSTIN & CO. LIMITED.

per

Matthew W. Davidson
Agents.

MD/S

THIS INDENTURE made the eleventh day of April one thousand nine hundred and thirty-two.

IN PURSUANCE OF THE SHORT FORM OF MORTGAGE ACT:

BETWEEN

KINACHI HIRAYAMA, of 1215 Kingway, City of Vancouver, Province of British Columbia, Merchant,

hereinafter called the Mortgagor

OF THE FIRST PART

AND

JAPAN AND CANADA TRUST SAVINGS COMPANY, a Trust Company with head office at the corner of Powell Street and Dunlevy Avenue, City of Vancouver, Province of British Columbia,

hereinafter called the Mortgagee

OF THE SECOND PART

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of ONE THOUSAND (\$1,000.00) Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged) the said Mortgagor DOTH GRANT AND MORTGAGE unto the said Mortgagee its successors and assigns for ever ALL that certain parcel or tract of land situate in the City of Vancouver and Province of British Columbia more particularly known and described as Lots Fourteen (14) and Fifteen (15), Block Thirty-eight (38), District Lot Three Hundred and One (301), Group One (1), New Westminster District, Plan No. 187.

PROVIDED this Mortgage to be void on payment of ONE THOUSAND (\$1,000.00) Dollars of lawful money of Canada with interest to be computed from the date hereof at Eight (8%) per cent. per annum, as well after as before maturity, as follows:

The said sum of \$1,000.00 to be due and payable on the 11th day of April, A. D. 1933, together with interest on all moneys from time to time outstanding on this mortgage at the rate of 8% per annum as well after as before maturity of this mortgage payable monthly on the last day of each and every month during the continuance of this mortgage, the first payment of interest to be made on the 30th day of April next, 1932, 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 moneys 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 covenants with the said 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 he has the right to convey the said lands to the said Mortgagee. And that on default the Mortgagee shall have quiet possession of the said lands free from all incumbrances. And that the said Mortgagor will execute such further assurances of the said lands as may be requisite. And that the said Mortgagor has done no act to 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 whenever such sum be greater than the insurable value of the buildings, such insurance shall not be required to any greater extent than such insurable value; and if and whenever the same shall be less than the insurable value, the Mortgagee its successors, assigns may require such insurance to the full insurable value. And (without prejudice to the foregoing statutory clause) it is further agreed that the Mortgagee its successors or assigns may require any insurance of the said buildings to be cancelled and a new insurance effected in an office to be named by him or them, and also may of his or their own accord effect or maintain any insurance therein provided for, and any amount paid by him or them therefor shall be forthwith payable to him and them with interest at the rate aforesaid by the Mortgagor his heirs, executors, administrators and assigns, and shall be a charge upon the land.

AND the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands. Subject to the said proviso. The said Mortgagor for his heirs, executors, administrators and assigns covenants with the said Mortgagee its successors and assigns, that he and 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 him commit any act of waste on the said lands or make default as to any of the covenants or provisos herein contained, the principal hereby secured shall, at the option of the Mortgagee its successors or assigns, 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 two months may on 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 notice by the said Mortgagee its successors or assigns. And also that any contract of sale made under the said power may be varied or rescinded. And also that the said Mortgagee its successors assigns 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 same 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 its successors and assigns may pay any taxes, rates levies, assessments, charges, moneys, liens, cost of suit, or matters relating to liens or encumbrances on said lands, or pay property mortgage or income tax imposed, or that may be imposed, on the Mortgagee or the Mortgagor in respect of this property or Mortgage or the moneys secured hereby, and solicitors' and other charges in connection with this Mortgage, and valuers' fees, together with all cost and charges which may be incurred by taking proceedings of any nature in case of default, and by the Mortgagor his heirs, executors, administrators and assigns, and the amount so paid shall be a charge on the said lands in favor of the Mortgagee its successors and assigns, 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 thereto enabling shall be forthwith exercisable.

PROVIDED that the hereinbefore mentioned notice of exercise of power or 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 county 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 designation, and notwithstanding any person or persons to be effected 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 costs of any abortive sale shall become a charge upon the said 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 its successors, or assigns claim to lease or sell, and that the remedy of the Mortgagor his heirs, executors, administrators and assigns shall be in damages only, and the sale under the said power shall not be affected.

- 3 -

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

IT IS AGREED that the Mortgagee its successors and assigns 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 his executors, administrators and assigns 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 its successors and assigns satisfying any such charge or claim, either out of the money advanced on this security or otherwise, he and they 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 of lots and the Mortgagee its successors and assigns may

THE ATTACHED MORTGAGE IS A TRUE COPY
OF THE ONE HELD BY JAPAN AND CANADA
TRUST SAVINGS COMPANY DATED 11TH
APRIL, 1932.

[Handwritten Signature]

OCTOBER 15, 1942.

A Notary Public in and for the
Province of British Columbia

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

SIGNED, SEALED AND DELIVERED
in the presence of

L. B. Naddaford

254 E. Hastings St.
Vancouver, B. C.
Secretary

K. Hirayama (Seal)