

3358

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: HORI YosoyaHOME ADDRESS: 427 Powell St., Vancouver, B.C.REGISTRATION NUMBER 00409 SEX: Male AGE: 61OCCUPATION: Grocery store keeper and baths

(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: MyselfMARRIED? YesNAME OF WIFE OR HUSBAND: InoADDRESS OF WIFE OR HUSBAND: 427 Powell St., Vancouver, B.C.NAMES OF ANY LIVING CHILDREN: Chioko (F) George (M) Isao (F)ADDRESS OF CHILDREN: 427 Powell St., Vancouver, B.C.AGE OF CHILDREN: 15 years 11 years 9 years

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

R-115 LOCATION AND DESCRIPTION: Lot 21 27, Block 41, D.L. 196 No. B992
known as 427 Powell St., Vancouver, B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: Frame store building with six rooms
upstairs

3. INSURANCE (Give particulars; state where policies are): \$1500 on building and furni
ture.
Mr. Young, 200 Block, Powell St., is the agent, don't know name of
company.

4. TAXES (Amount and where payable): \$150 paid to the end of 1941 payable at
City Hall, Vancouver, B.C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed): \$1500 mortgage
to J. Renner, Yarwood & Durrant, Rooms 3 & 4, 423 Hamilton St., agents.
Abbotsford, B.C.

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In registry office, 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: 427 Powell St., Vancouver, B.C. Live over

store in 6 rooms.

2. LANDLORD'S NAME AND ADDRESS: Myself

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:

About \$1500 worth of fixtures and stock as follows: 3 heaters,

2 tanks, 4 bath tubs, in bath house. Chairs, counter, showcases,

2 cash registers, etc. in store, also stock of fruit and tobacco.

5 double beds, 20 chairs, 6 dressers, 3 tables, 2 gas stoves,

kitchen utensils and chinaware in rooms over store at 427 Powell St.,

Vancouver, B.C.

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: See clause 5, page 1

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)
None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: \$500 Prudential Life Ins. Co., Vancouver, B.C.
don't know number of policy. At home.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: See Clause 5, page 1

2. TRADE DEBTS: None

REMARKS:

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

Dated this 3rd day of April 1942.

(Signature)

Yosaya Hori

Witness

FOR DEPARTMENTAL USE

P.D. 30-11-42

INFORMATION FROM R.C.M.P.

DATE 13-4-43

Our File No. 3358

Full Name HORI, Y^osoya
(Surname in Block Letters)

Registration No. 00409

Male - Female
(Check)

Age Sept.

Former Address 427 Powell.

Date Evacuated Oct. 26/42 Naturalized - Canadian-Born - National
(Check)

Present Address Slocan Extension, B. C.

Married - Single
(Check)

Name of Wife HORI, I^o - #00407

(Deceased)

Name of Husband -

Name of Mother SUMKAWA, Sami

Name of Father HORI, Zenjiro (Dec'd)

Names of Children under 16 HORI- George 12 $\frac{1}{2}$ yrs.

" Isoya - 9 $\frac{1}{2}$ yrs.

Requested by AM

Registered with Custodian yes
(Yes or No)

Additional Information _____

REAL PROPERTY SUMMARY

File No. 3358

December 3, 1947.

JAPANESE NAME: Yosoya HORI REG No 00409

CATALOGUE NO: 196

PROPERTY ADDRESS 427 Powell St., Vancouver, B. C.

LEGAL DESCRIP: Lot 27, Block 41, District Lot 196, Group 1, New Westminster District, Plan 196

TITLE: In name of Yosoya Hori, Certificate of Title 8047E

ENCUMBRANCE: 82386-H Mortgage in favour of John Renner, \$1500.00 at 8% due January 30, 1932. (Copy on file). No evidence on file of any unregistered encumbrance.

VESTING Of interest of Yosoya Hori filed as No. 26441 on June 21, 1943.

ASSESSED VALUE: 1942 - Land \$1175.00 Improvements \$1700.00, Total \$2875.00 Taxes \$105.46.

ADMINISTRATION: Mr. Hori proposed (H. D. Campbell April 15, 1942) to lease the property with store fixtures provided the Mortgagee agreed to guarantee that the rental arrangement would be approved. This the mortgagee refused to do. The premises were occupied by Mr. and Mrs. H. Taylor, the latter a daughter of Yosoya Hori. No rental revenue was received by the Custodian. The City on April 9, 1943 ordered the demolition of four cabins at the rear of the property.

CONVEYANCE Yosoya Hori executed a deed dated October 19, 1942, conveying to H. Taylor for a consideration of \$1.00. This was refused registration by the Registrar (copy on file). Consent of the Custodian was refused, also, because of the large number of claims against the grantor which had been filed.

Yarwood and Durrant, solicitors for the mortgagor obtained a Quit Claim from mortgagor to the mortgagee at a consideration of \$1.00. This was submitted to the Custodian for approval on November 15, 1943. At that date the amount due on the mortgage was \$1,588.78. This with taxes to December 31, 1944 made a total of \$2,080.80 owing by Mr. Hori. Yarwood and Durrant, over the phone, on April 13, 1944 agreed to pay for an appraisal of the property by Johnson & Reeve. There is no appraisal report on file, but an appraisal fee of \$5.00 was charged to Yarwood & Durrant May 12, 1944. A memorandum dated November 20, 1944 states that the property could not be sold at the valuation placed on it by the Advisory Committee, and a memorandum of December 4, 1944 states this valuation was \$1500.00, and a note to this states that Mr. Wright advised the lifting of the vesting, which was done on December 13, 1944.

Real Property Summary

Yarwood & Durrant reported, on December 30, 1944, the registration of the Quit Claim Deed, which, they said, contained a recital it was executed in full settlement of Hori's covenant under the mortgage.

The charge on the Custodian's books of \$1.00 for Certificate of Encumbrance, \$4.00 for advertising, and \$5.00 for appraisal were paid by Yarwood & Durrant. A charge of \$15.00 for investigation by H. D. Campbell, on file, ~~was~~ paid August 7, 1942.

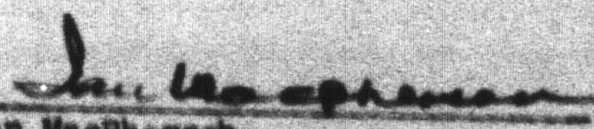
OLD TOTAL:

Certificate of Title 8047E in Land Registry Office, Vancouver.

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

IMac/KW

December 3, 1947


Ian MacPherson

Catalogue No. 196

File No. 3358

HORI, Yosoya

Reg. No. 00409

Civic Address: 427 Powell Street, Vancouver.

Legal Description: Lot 27, Blk. 41, D.L. 196,
Gp. 1, N.W.D., Plan 196.

Classification: 1st floor - Store with lunch counter and
Japanese bath at rear.
2nd floor - living quarters.

1943

Mar. 10th

May 26th

Letter from Mr. Spain re Chattels
Memo re Claims

Letter from Yosoya HORI leaving all chattels
to his daughter Mrs. H. Taylor. CHATTELS CLOSED

*Quit Claims Deed by
Yosoya Horii
to Mortgagee
D*

INSURANCE SUMMARY
427 Powell Street
VANCOUVER, B. C.

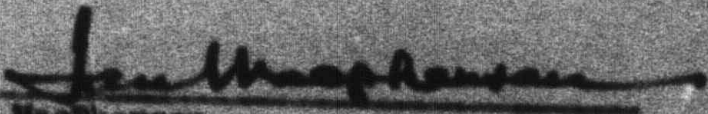
Dec. 4, 1947

Yesoya NORI, 0059.

D. C. Durrant, Solicitor for the mortgagee reported, on July 6, 1943, that the building was insured in the Bankers & Traders Insurance Company, policy 32-29289, \$1,000.00, the policy expiring July 30, 1943. This was renewed for one year by policy 32-30998 expiring July 30, 1944, less payable to John Renner, mortgagee, and again renewed by policy 120336, California Insurance, which policy was released by the Custodian January 9, 1945.

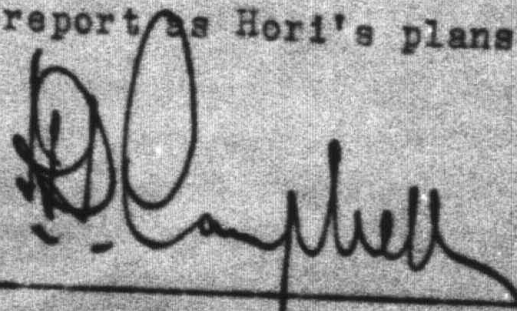
The above summary is certified to
be in accordance with the information
on file.

IMac/KW


Ian MacPherson.

1. This man operates on the premises at 427 Powell Street, a Tobacco and Fruit store together with a Lunch Counter. The rear of the ground floor is used for the purpose of a Japanese Steam Bath. The upstairs rooms of this two storey building are the family living quarters. The details of the property check in every way with the Declaration.
2. The business is owned solely by the above and operated by himself, his wife and two sons.
3. Mr. Hori apparently has no debts, either personal or business; all his transactions are made on a cash basis. There is, however, a mortgage on the property as stated in the Declaration. This mortgage is held by J. Renner of Abbotsford, B. C., whose Agents in the matter are Yarwood and Durrant of 423 Hamilton Street.
4. The insurance carried is apparently \$1500.00 to cover the amount of Mr. Renner's mortgage.
5. I have today made an inventory of the fixtures in connection with the Steam Bath and Store, a copy of which is attached.
6. The value of the stock carried in the store is approximately \$400.00. I have not appraised the fixtures as this is apparently not required by your Office.
7. Neither Mr. Hori nor his sons have as yet been given any instructions as to evacuating and presumably will be here for some time yet. They intend to continue operating the store until advised of the date of evacuation.
8. It is their present intention to attempt to rent the store with the fixtures to a white tenant if they can arrange with Mr. Renner, whose mortgage is in default, to give them a guarantee that he will not upset any rental arrangements they may make. In return for this they are offering to turn the excess rent received, over the amount of the taxes payable, to Mr. Renner on account of the mortgage interest and principal.
9. In the event they are unable to effect an arrangement along these lines, it is their intention to sell their fixtures and will apply to me for permission to do so.
10. You will note from the inventory that there is a stock of toys, a small room full of them, stored on the upper floor. This is the stock of a small store which was washed out when they installed the Lunch Counter in the premises.
I have suggested that they contact one of the toy departments of one of the Department Stores and find out if there is any market for these.
I will make a supplementary report as Hori's plans develop.

April 15, 1942.


J. D. Campbell

INVENTORY - Re - HORI, YOSOYA,
427 Powell Street, Vancouver, B. C.

- Wall cabinet & mirror.
- 2 Cash Registers (small)
- 1 Stove (gas)
- 1 Electric Refrigerator 3½ ft.
(lien to Hudson Bay-Bal. approx-
imately \$15.00)
- 1 Wooden Counter 6 ft.
- 1 Glass Showcase 6 ft.
- 1 Lunch Counter 13 ft., & 8 stools.
- 1 2-plate electric counter stove.
- 1 3-compartment Universal Cooler
(electric)
- 2 small tables
- 1 large wall cabinet
- 1 glass wall showcase 6 ft.
- 2 heaters.
- 24 Wooden clothes lockers
- 8 Mirrors.
- 1 Sink
- 500 Towels
- 2 Electric fans.
- 1 Electric washing machine
(Savage) #123244
- 1 Fire extinguisher
- 1 Clock (wall)
- Glassware & sundry re lunch counter.
- Stock of toys. (Valued by Hori at \$200.00)
- 1 Safe - Morris 1½ ft. x 2 ft.
- 3 Boilers, 500 gals. each, practically new.

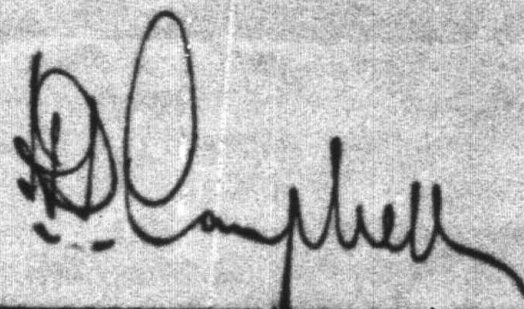
RE - HORI, YOSUYA

427 Powell Street, Vancouver, B. C. - 00409

SUPPLEMENTARY REPORT

YOUR FILE NO. 3356

1. I have kept in close touch with the situation of the above property and wish to advise that it is slightly involved and not subject to easy disposition.
2. The Mortgagee, Mr. Renner, is not prepared to make an agreement guaranteeing any rental arrangement, as there is no assurance that a tenant, taking over the stock, would not go bankrupt or decide to give up business leaving the property vacant. By agreeing to waive normal foreclosure rights for a specified period, Renner would put himself in the position, if he made such an agreement, of having to pay the taxes and insurance to protect himself, which he is not prepared to do without any income from the property.
3. Hori has been making attempts to sell the business as a going concern, but has, so far, received no offers whatsoever. My personal opinion of the reason for this is that the store is located in a district that is entirely Japanese and on the general evacuation of the inhabitants of the neighbourhood, it would be impossible to carry on the business at a profit until such time as the district filled up with other nationalities.
4. Hori has got to the point where he has decided that the only course open to him is to sell the fixtures and stock from time to time, when he can obtain offers for them, leaving the property itself to Mr. Renner to dispose of as he sees fit, allowing him (Hori) any equity which may be obtained over and above the amount of the mortgage and interest arrears. I have recommended to Hori that he list the property for sale with a Real Estate firm, advising me in whose hands he has placed it.
5. Reference to the "JP" Declaration shows that Hori has declared no debts, other than the mortgage on the property. This statement, I am prepared to believe, and will obtain Statement and Declaration under the "Bulk Sales Act" in this connection.
6. I therefore recommend that he be permitted to sell his fixtures as he finds buyers, on application to me for permission to do so, and that you authorize me to permit such sales on my satisfying myself that the sales are of a legitimate nature and satisfactory to Hori.
7. In this case Hori requested permission from me yesterday to sell a small safe for \$17.50 and I told him that it would be in order for him to do so. The sale, I understand, has been completed.



May 2, 1942.

This Indenture,

made in duplicate the thirtieth day of July
one thousand nine hundred and thirty.

In Pursuance of the "Short Term of Mortgages Act"

Between

YO SOYA HORI of 427 Powell Street in the City of
Vancouver, Province of British Columbia, merchant,

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

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

JOHN BENNER of the Municipality of Matsqui, in
the Province of British Columbia, constable

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

WITNESSETH that in consideration of the sum of FIFTEEN HUNDRED - - - - -
- - - - - Dollars (\$ 1500.00)

of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt
whereof is hereby acknowledged), the said Mortgagor **DOTH GRANT AND MORTGAGE** unto the
said Mortgagee, forever **ALL** that certain parcel or tract of land situate in the City of
Vancouver, in the Province of British Columbia, and more particularly
known and described as: Lot Twenty-seven (27) in Block Forty-one
(41) District Lot One Hundred and Ninety-six (196) Group One (1)
New Westminster District, Map No.

PROVIDED this Mortgage to be void on payment of the sum of
Fifteen Hundred - - - - - Dollars
(\$1,500.00) - - - - -
eight (8%) - - - - - per cent per annum,
as well after as before maturity, as follows:

the said principal sum of Fifteen Hundred Dollars to become due and
payable on the Thirtieth day of January, A.D. 1932; interest at the
rate aforesaid to be paid quarterly on the Thirtieth days of
October, January, April and July in each and every year.

the first payment of interest to be made on the
Thirtieth day of October
next (1930), 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. And taxes and performance of Statute Labor.
THE said Mortgagee covenants with the said Mortgagee that the Mortgagee will pay the mortgage
money and interest and observe the above proviso, and that the Mortgagee 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 encumbrances.

And that the said Mortgagee will execute such further assurances of the said lands as may be requisite.
And that the said Mortgagee has done no act to encumber the said lands.
And that the said Mortgagee will insure the buildings on the said lands to the amount of not less than
the principal money hereby secured in dollars currency. But it is agreed that if and whenever such
sum be greater than the insurable value of the buildings, such insurance shall not be required to any
greater extent than such insurable value; and if and whenever the same shall be less than the insur-
able value, 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 forth-
with payable to him with interest at the rate aforesaid by the Mortgagee and shall be a charge upon
the said lands.

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

PROVIDED that the said Mortgagee on default of payment for
notice enter on and lease or sell the said lands. And provided also that in case default
be made in payment in 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 contract, and either for cash
or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the
said lands may be sold.

PROVIDED that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee
may distrain for arrears of principal in the same manner as if the same were arrears of interest.
PROVIDED that in default of the payment of the interest hereby secured, or taxes as hereinbefore
provided, 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 encum-
brances on said land, or pay property, mortgage or income tax imposed, or that may be imposed on
the Mortgagee or the Mortgagee in respect of this property or Mortgage, and valuers' fees, together
with all costs and charges, including all solicitors' charges and commission for the collection of any
overdue interest, installment of principal, insurance premiums, and all other moneys whatsoever pay-
able by the Mortgagee hereunder, which may be incurred by taking proceedings of any nature in case
of default by the Mortgagee, and the amount so paid or incurred shall be a charge on the said lands
in favor of the Mortgagee and shall be payable at the time of payment of next quarter's interest, with
interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other
powers thereunto enabling, shall be forthwith exercisable.

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

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

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

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

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

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

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

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

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

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

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

In Witness Whereof

the said parties have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

"Walter S. Young"
141 Gore Ave.

Signature
Address and
Occupation of
Witness.
Vancouver, B. C.
Broker

"Yo Soya Hori"

Acknowledgment of Officer of a Corporation

I, **Yo Soya Hori**, of the Province of British Columbia, do hereby certify that, on the day of 19

who subscribed his name to the annexed Instrument as appeared before me and acknowledged to me that he is the (whose identity has been proved by the evidence as of the said person, and that he is the person of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and after the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, either use the words "I know" or "I am acquainted with" in the foregoing form.

Mortgage
(LONG FORM)

The Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.
Form No. 4

JOHN RENNER

TO—

YO SOYA HORI

Dated 30th July, A.D. 19 30

3 Merely Certify that, on the day of 19

oath of before me and acknowledged to me that the maker thereof, and whose name contents thereof, and that executed the same voluntarily, and IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at British Columbia, this day of in the year of our Lord one thousand nine hundred and

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

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, either use the words "I know" or "I am acquainted with" in the foregoing form.

AFFIDAVIT OF WITNESS

To Wit: **WALTER SWINBOURN YOUNG** of **Vancouver** make oath and say:

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

2. The said instrument was executed at **Vancouver, B. C.** the part **Y** thereto, for the purposes named therein.

3. I know the said part **Y**, and that

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

Sworn before me at **Vancouver** in the Province of British Columbia, this 31st day of **July, A.D. 19 30** **E. M. Farwood**

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

Walter S. Young

This Indenture

Made the SEVENTEENTH day of OCTOBER in the year of our Lord one thousand nine hundred and forty-two;

In Pursuance of the "Short form of Deeds Act"

Between

YO SOYA HORI of 427 Powell Street in the City of Vancouver
Province of British Columbia, merchant.

Insert full Name
Street Address and
Occupation of
Grantor and of
Grantee.

(hereinafter called the "Grantor")

AND

FUMIKO TAYLOR of 405 Heatley Avenue in the City of Vancouver,
Province of British Columbia, wife of Harry H.
Taylor, Union Official, of the same address.
(hereinafter called the "Grantee")

Witnesseth, that, in consideration of ONE (\$1.00)-----

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

All and Singular that certain parcel or tract of land and premises situate, lying and being in The City of Vancouver, Province of British Columbia, and more particularly known and described as:

Lot Twenty-seven (27) in Block Forty-one (41), District Lot One Hundred and Ninety-six (196) Group One (1), New Westminster District, Map Number
196.

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

To have and to hold unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; ~~Subject nevertheless~~ to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject to all rates and local improvement assessments, whether already or hereafter assessed, and subject to a certain Indenture of Mortgage dated the 30th day of July, A.D. 1930 made between the grantor as Mortgagor and John Henner as Mortgagee for the sum of \$1500.00 which said Mortgage is to be assumed and satisfied by the Grantee.

AND the Grantee covenants and agrees to and with the Grantor to pay and satisfy all money s whether principal or interest now due or hereafter accruing due under and pursuant to the provisions of the above Mortgage and to observe and perform the covenants and provisions thereof

The said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid, and save and except said Mortgage hereinafter described.

And the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

And the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

And the said Grantor Releases to the said Grantee All His Claims upon the said lands.

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 parties hereto have hereunto set their hands and seals on the date first above mentioned.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness | Walter S. Young
Street Address | 141 Gore Ave.,
City or Town | Vancouver, B.C.
Occupation of Witness | Broker

"Yosoya Hori" (Seal)

"Fumiko Taylor" (Seal)

FOR WITNESS

Province of British Columbia
To Wit:

I, Walter S. Young
of Vancouver

of the City
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 Yo Soya Hori the party thereto, for the purposes named therein.
 2. The said instrument was executed at the City of Vancouver, Province of British Columbia of the full age of twenty-one years.
 3. I know the said party, and that he is of the full age of sixteen years.
 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at The City of Vancouver
in the Province of British Columbia, this 19th
day of October 1942
"D.O. Duraw" (Seal)

THE ATTACHED IS A TRUE COPY OF THE DEED OF LAND BETWEEN YOSOYA
HORI AND FUMIKO TAYLOR DATED OCTOBER 17th, 1942.

Dawbainson

A Notary Public in and for the
Province of British Columbia

FEBRUARY 17, 1943.

contents thereof, and that

executed the same voluntarily, and

of the full age or twenty-one years.

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

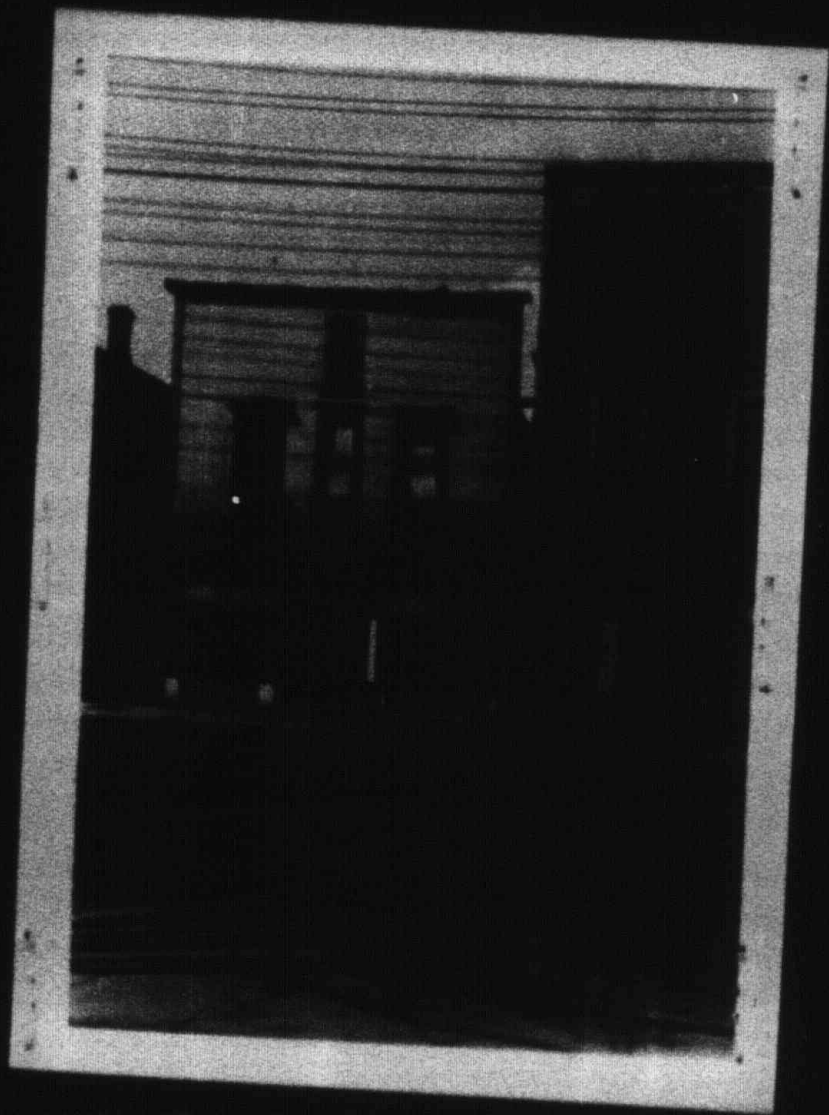
British Columbia, this

day of

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

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

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



HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

606-612 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
MAY 19 1942

TELEPHONE
PACIFIC 1357

May 18, 1942.

File No. 3358.

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

Attention Mr. C. L. Drewry:

Dear Sirs:

Re- HORI, Yosoya,
427 Powell Street,
Vancouver, B. C.
Registration No. 00409.

I wish to thank you for your letter of the 13th inst.,
in connection with the above.

In reply to your question with regard to Mr. Renner's
attitude towards Hori, apparently my report to you was not al-
together clear. Mr. Renner is definitely not trying to squeeze
Hori out but simply is not prepared to waive any foreclosure
rights in event the building should fall vacant at a later date
and a new tenant unobtainable. He is badly in need of money
and if the property is producing no revenue he will need the
capital, if at all possible to obtain, for living purposes.

However, it looks as if there is some possibility
now of the property being sold, in which case the whole sit-
uation will be ironed out.

I will report to you in due course as the situation
develops.

Yours very truly,

H. D. CAMPBELL.

Per. *[Signature]*

RCM:JM

Vancouver, B. C.,

June 25, 1942.

RECEIVED from Harold D. Campbell, C.A., Agent for the Office of the Custodian, cheque for Twenty-five Dollars (\$25.00), this amount being the deposit made by Mr. G. V. Pearce, Manager of the Canadian Bank of Commerce, on the Agreement of Sale of the A.C. Refrigerator which I have sold him for an amount of \$75.00.

IT IS understood that the balance of Fifty Dollars (\$50.00) will be paid to me by Mr. Pearce on my delivery to him of the refrigerator prior to my evacuation, and that the refrigerator will be in as good condition at that time as when Mr. Pearce inspected the machine.

J. H. H. H.

June 25, 1942.

Mr. Yosoya Mori,
427 Powell Street,
Vancouver, B. C.

Dear Sir:

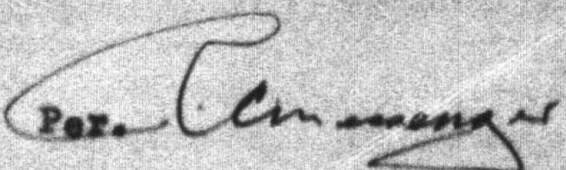
I have today received confirmation of an offer from Mr. G. V. Pearce, Manager of the Canadian Bank of Commerce, to purchase your A.C. Refrigerator for \$75.00, enclosing with his letter a cheque for \$25.00 as a payment on account. The balance of \$50.00 is to be paid upon your delivery of the refrigerator to him. It is to be understood that the machine will be in the same condition when it is delivered, as it was at the time of his inspection thereof.

I am today requesting approval of your arrangement for sale with Mr. Pearce from the Office of the Custodian, and as I have no doubt that this will be immediately forth-coming I am enclosing my cheque for the \$25.00 herewith.

Will you be good enough to sign the enclosed receipt for the \$25.00 deposit and return it to me.

Yours very truly,

H. D. CAMPBELL.

Per. 

Agent for the Office of the Custodian
in this matter.

RCM:JM

Encl.

C
O
P
Y

June 25, 1942.

G. V. Pearce, Esq.,
Manager, The Canadian Bank of Commerce,
Hastings & Richards Branch,
Vancouver, B. C.

Dear Sir:

Re- HORI, Yosoya
427 Powell Street

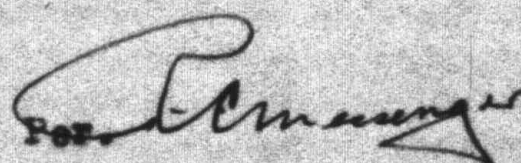
I wish to acknowledge receipt of your cheque for \$25.00, in connection with an offer made by you to the above Japanese to purchase his A.C. Refrigerator for a cash price of \$75.00.

I understand that this offer has been accepted and that you will pay the balance of \$50.00 upon delivery of the refrigerator, which delivery will be made prior to the evacuation of the said Japanese.

I am today requesting approval of this sale from the Office of the Custodian and in view of the circumstances have no doubt that such will be received in due course.

Yours very truly,

H. D. CAMPBELL.

Per. 

Agent for the Office of the Custodian
in the matter.

RCM:JM

C
O
P
Y

RE - HORI, YOSOYA,

427 Powell Street, Vancouver, B. C. - 00409.

FOUR FILE NO. 3358.

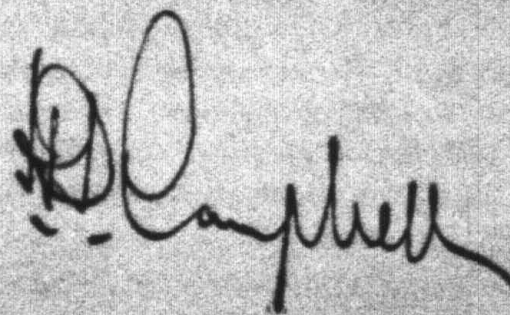
1. I have received a request from the above Japanese evacuee for your permission to sell an electric refrigerator to Mr. G. V. Pearce, Manager of The Canadian Bank of Commerce, Richards and Hastings, for an amount of \$75.00. Mr. Pearce has deposited with me \$25.00 as a confirmation of the sale, the balance of \$50.00 to be paid on delivery. The date of delivery is to be decided by Hori's evacuation instructions.

2. As Hori's equipment and fixtures are in the main unliquidated as yet, and he owns the property itself, there would appear to be no reason for withholding this \$25.00. I am accordingly giving Hori my cheque today, confirming the agreement he has made with Mr. Pearce and advising him that I am requesting your approval of the sale. Copies of my letters to Mr. Pearce and Mr. Hori are enclosed herewith. Will you be good enough to advise me of your approval of my action in the matter.

3. Despite my consistent urging that Hori arrange for the sale or lease of his property, he has apparently been unable to make any arrangement. Actually it is going to be a hard situation to deal with as the location is one of the poorest in the district. There have been two or three Chinese casually interested, but after going into the situation more thoroughly they have all withdrawn any tentative offer they have made. I am, however, doing everything I can to help him to make some arrangement and have, in the past month, sent on to him at least a half dozen people who have come into my Office looking for lease or purchase of this type of business. None of them apparently have been interested after investigating the particular circumstances surrounding Hori's property.

I will report again as matters develop.

(Hori's acknowledgment of my cheque and confirmation of the arrangements is also enclosed herewith.)



June 25, 1942.

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

608-612 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

October 20, 1942.

Your File No. 3358.

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

Attention Mr. G. D. Wilson:

Dear Sirs:

Re- HORI, Yosoya

Further to your letter of the 17th of October, I have to advise you that delivery of the refrigerator was made to Mr. Pearce on that date and the \$50.00 balance due paid to Mr. Yosoya Hori.

I am enclosing herewith signed copy of the receipt tendered by Mr. Hori to Mr. Pearce, for your records.

With regard to the last paragraph of your letter I am arranging for my interpreter to bring Mr. Hori to your Office some time this week. This would appear advisable in view of the fact that Mr. Hori speaks very little English.

From information received, which is not very complete, it would seem that Mr. Hori has at last effected some kind of rental arrangement for his property and I will attempt to get the necessary details from him at the same time.

Yours very truly,

H. D. CAMPBELL.

Per. *[Signature]*

RCM:JM
Encl.

*See - Taylor - (Son in law)
(HA 4804)*

427 Powell St.

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

506-512 STANDARD BANK BUILDING

VANCOUVER, B. C.

TELEPHONE
PACIFIC 1357

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

LICENSED TRUSTEE
IN BANKRUPTCY

RECEIVED
NOV 11 1942

File
November 10, 1942.

Your File No. 3358.

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

Wilson
Attention Mr. ~~P. Douet~~:

Dear Sirs:

Re- HORI, Yosoya

This is to confirm the information which I gave you over the telephone this morning that prior to Mr. Hori's evacuation he transferred title to the property at 427 Powell Street to his daughter, who is married to a white man, Mr. Taylor. However, on attempting to file this transfer at the Court House, Mr. Taylor found that it would not be recorded until the consent of your Office was obtained.

There is really no reason for objection to this transfer except for certain claims which I understand you have on file against Mr. Hori. I have advised Mr. Taylor that if the consent of the Custodian's Office to this transfer of title is to be obtained, some arrangement for settlement of these creditors' claims would have to be made. *Done*

As any arrangement would have to be referred to your Office, I have referred Mr. Taylor direct to Mr. Douet.

Yours very truly,

H. D. CAMPBELL.

Per *H. D. Campbell*

RCM:JM

Geo. E. McCrossan, B.C.
BARRISTER AND SOLICITOR
203-6 ROGERS BUILDING
Vancouver, B.C.

VACUATION TELEPHONE PACIFIC 1044
Rec'd JAN 16 1943
File No. 3358-5129
Ans.
Referred <i>W. H. H. H.</i>

Jan. 14th, 1943. *5129-5129*

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

Dear Sirs:-

Re Tagashira and Yosoya Hori,
Reg. # 00409, Files #3358
& 5129.

In reply to your letter of Dec. 15th, last,
we beg to advise that this account was for goods sold
to Mr. Hori, on which there was a balance owing as of
May 10th, 1941, of \$154.00; on which payments were made
from time to time, the last of which was made May 12th,
1942 of \$3.00, and leaving a balance as from that date
of \$119.00.

Yours very truly,

GEM/V.

Geo. E. McCrossan.

per D. S. H.

*Copy of letter
sent*

2-1-43

Bayview 22-3rd Ave,
Gloster City, B.C.
Jan, 30 1943

EVACUATION SECTION
Rec'd FEB 8 1943
File No. _____
Ans. _____
Referred _____

Dear Mr Uchida:

Upon the request from Mrs
Yumiko Saylor, my daughter in
Vancouver, I am writing this
letter in effort to ask you the
favor of withdrawing your claim
against me from the Custodian
on the account of that claim
from you. My daughter is having
the hard time selling the pictures
of the store. After she sells
all the pictures, she will send
me the money so I may make
arrangement to pay you from
here. Please withdraw the claim
and send the letter to my daughter
saying that the claim has been
withdrawn.

Thanking you for your consideration
and your courtesy in the past.

Yours Truly
M. Horio

3358

February 18, 1943

Mr. H. Taylor,
427 Powell St.,
Vancouver, B. C.

Dear Sir:

Re: HORI. Yosoya

We return herewith deed from Yosoya
Hori to your wife, Fumiko Taylor, covering the
property known as Lot 27, Block 41, D. L. 196.

Please note that the Custodian will
not permit this deed to be registered as it was
given on the 17th day of October, 1942, for the
consideration of \$1.00, at which time Yosoya
Hori had a number of unsatisfied creditors.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Enc.

Yarwood & Durrant

BARRISTERS, SOLICITORS, ETC.

NOTARY PUBLIC

DUDLEY C. DURRANT

BRANCH OFFICE AT ABBOTSFORD, B. C.
OPEN ON FRIDAYS
PHONE: ABBOTSFORD 80

TELEPHONE: MARINE 8822
ROOMS 3 & 4, 423 HAMILTON ST.
CORNER HASTINGS & HAMILTON STS.

Vancouver, B. C.

EVACUATION SECTION	
APR 6 1943	
File No. 3358	
Ans. <i>Ans</i>	
Referred <i>Gilbert</i>	

April 5th,
1943.

Custodian of Enemy Property,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:-

re: Yo Soya Hori formerly of 427
Powell Street, Vancouver, B.C.

We are acting for Mr. John Renner of Mission, B.C. who holds a Mortgage against the property owned by the above named Japanese more particularly known and described as: Lot 27, in Block 41, D.L. 196, Group 1, City of Vancouver.

We are enclosing you herewith copy of the Mortgage in respect of which we had some correspondence with Mr. Harold D. Campbell, Chartered Accountant.

Principal of \$1,500.00 is long overdue and arrears of interest to the 30th January last amounts to \$129.00.

We would ask you to kindly advise us as to what disposition has been made of the above property and as to whether any provision has been made for settlement of this Mortgage.

We are particularly desirous of settlement being effected in view of the fact that our client, Mr. Renner, has been incapacitated through illness and is urgently in need of funds.

Thanking you in anticipation of an early reply.

Yours faithfully,

YARWOOD & DURRANT

per: *[Signature]*

DCD:FB
encl.

See July 30, 1942

BUILDING DEPARTMENT
(INCLUDING PLUMBING)

ANDREW HAGGART
BUILDING INSPECTOR



TELEPHONE: FAIRMONT 2711

VANCOUVER, B.C.

9th April, 1943.

EVACUATION SECTION	
Rec'd	APR 12 1943
File No.	3358
Ans.	<i>Don</i>
Per	<i>Mulcom</i>

Mr. Ye Saya Mori,
c/o Custodian of Enemy Property,
675 West Hastings Street,
Vancouver, B.C.

Re 427 Powell Street,
Lot 27; Blk. 41; D.L. 196.

I am of the opinion that the row of cabins at rear of the above location are in a defective structural condition a source of danger. Notice is therefore given you that you are required under the provisions of Section 22 of the Building By-law to pull down and demolish such buildings on or before the 9th day of May, 1943.

In the event of your neglecting or refusing to comply with this notice according to the terms thereof I may cause such buildings to be pulled down or demolished and the cost of pulling down or demolishing the same may be recoverable by the City by summary process at law in any Court of competent jurisdiction and shall also be a lien upon such buildings and the materials thereof, and upon the lot or parcel of land upon which the same are erected, and the said cost when certified by me, if not before collected, shall be entered by the City Tax Collector on the Collector's roll next prepared after the receipt of such certificate, and collected in the same manner as ordinary municipal rates of the City.

Dated this 9th day of April, 1943.

A. Haggart
BUILDING INSPECTOR.

AH/KM.
c.c. Mr. J. Renner (Mortgagee),
Matsqui, B.C.

THE CUSTODIAN
DEPARTMENT OF THE SECRETARY OF STATE
45A CENTRAL CHAMBERS
OTTAWA, CANADA

Ref.No. _____
From the Prudential Insurance
Company
Date of Discovery _____

THE CUSTODIAN

REGULATIONS RESPECTING
TRADING WITH THE ENEMY(1939)
FORM "D"

Particulars of Life Insurance Policies and Annuity Contracts on Life of an Enemy
N.B. Separate forms should be used for each policy or annuity contract
for each "enemy."

Policy No. 109286890

Life Insured - Name George Hori
Born June 3, 1929
Address 427 Powell, Vancouver, B.C.

*13 yrs - son of Yoooya
Hori*

Owner - if third party insurance Name None
Address

Beneficiaries - Name
Addresses Not Given
Relationship to
Life Insured

Record of Current Assignments
(other than to company for
policy loan) None
-give names and addresses -

Date of Policy (i.e. date of first regular premium) March 29, 1937

Plan of Policy 20-Year Endowment

Sum Assured or
Amount of Annuity \$265

Premium - Amount 25¢
How Payable Weekly
Due Dates Monday

Policy Loans (automatic or otherwise) None

Approximate Cash Value, if any, including
dividends, after deducting all policy
indebtedness \$42.59

Nature of Automatic Non-forfeiture
Provision Extended Insurance

Approximate Cancellation Date under
Automatic Non-forfeiture March 29, 1957

Special Notes:

If the insured is living at the expiration of the Extended Insurance a Pure Endowment
of \$40.60 will become payable.

May 10, 1943.

JMK

THE CUSTODIAN
DEPARTMENT OF THE SECRETARY OF STATE
45A CENTRAL CHAMBERS
OTTAWA, CANADA

Ref.No.
From the Prudential Insurance
Company
Date of Discovery

THE CUSTODIAN

REGULATIONS RESPECTING
TRADING WITH THE ENEMY(1939)
FORM "D"

Particulars of Life Insurance Policies and Annuity Contracts on Life of an Enemy
N.B. Separate forms should be used for each policy or annuity contract
for each "enemy."

Policy No. 109286389

Life Insured - Name Isoko Hori
Born November 25, 1931
Address 427 Powell, Vancouver, B. C.

*12 yrs - son of Guya
Xon*

File 1252

Owner - if third Name
party insurance Address None

Beneficiaries - Name
Addresses Not Given
Relationship to
Life Insured

Record of Current Assignments
(other than to company for
policy loan) None
-give names and addresses -

Date of Policy (i.e. due date of first March 29, 1937
regular premium)
Plan of Policy 20-Year Endowment

Sum Assured or
Amount of Annuity \$265

Premium - Amount 25¢
How Payable Weekly
Due Dates Monday

Policy Loans (automatic or otherwise) None

Approximate Cash Value, if any, including
dividends, after deducting all policy \$40.80
indebtedness

Nature of Automatic Non-forfeiture
Provision Extended Insurance

Approximate Cancellation Date under
Automatic Non-forfeiture March 29, 1957

Special Notes:

If the insured is living at the expiration of the Extended Insurance a Pure Endowment
of \$41.70 will become payable.

May 10, 1943.

JMK

Yarwood & Durrant

BARRISTERS, SOLICITORS, ETC.
NOTARY PUBLIC

DUDLEY C. DURRANT

TELEPHONE: MARINE 8822
ROOMS 3 & 4, 423 HAMILTON ST.
CORNER HASTINGS & HAMILTON STS.

Vancouver, B. C.

BRANCH OFFICE AT ABBOTSFORD, B. C.
OPEN ON FRIDAYS
PHONE: ABBOTSFORD 50

9758

EVACUATION SECTION	
JUN 25 1945	
Rec'd	
File No.	3358
Ans.	<i>h</i>
Referred	<i>Cramer</i>

June 24th,
1943.

Custodian of Enemy Property,
675 West Hastings Street,
Vancouver, B. C.

Attention Mr. Cramer

Dear Sir:-

re: Yosoya Hori formerly of 427
Powell Street, Vancouver

In accordance with your request we are enclosing you herewith copy of Mortgage from the above named to our client John Renner.

Nothing has been paid on account of principal payable under the above Mortgage and the amount of principal and interest to the 30th day of April last now overdue is \$1,640.50.

No payment has been made on account of the above Mortgage since October last when we received a small payment of \$5.00 on account prior to Hori's departure for internment and we would indeed be obliged if you would kindly advise us what disposition is being made of the property.

Yours faithfully,

YARWOOD & DURRANT

per: *[Signature]*

*Renner's
10-4-43*

DCD:FB
encl.

Yarwood & Durrant

BARRISTERS, SOLICITORS, ETC.

NOTARY PUBLIC

DUDLEY E. DURRANT

TELEPHONE: MARINE 8822
ROOMS 3 & 4, 423 HAMILTON ST.
CORNER HASTINGS & HAMILTON STS.

Vancouver, B. C.

BRANCH OFFICE AT ABBOTSFORD, B. C.
OPEN ON FRIDAYS
PHONE: ABBOTSFORD 80

EVACUATION SECTION	
Rec'd	JUL 7 1943
File No.	7759
Ans'd	
Referred	Cramer - out

July 6th,
1943.

Custodian of Enemy Property,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

Attention Mr. Cramer

re: Yosoya Hori

We beg to acknowledge receipt of your letter of the 3rd instant with enclosures and have completed statement the original of which we are returning you herewith.

While the interest as set out in the Mortgage is 8%, we arranged with Hori that if regular monthly payments were made, interest would be charged at the rate of 6% only.

In furtherance of the writer's conversation with your Mr. Milson we would state that in the writer's opinion Hori has no equity in the property and as suggested we are endeavoring to obtain a quit claim deed from him and therefore avoid the added expense of foreclosure which would have to be borne by the mortgagee. If the same is obtained, we will of course submit same to your Department for approval.

Yours faithfully,

YARWOOD & DURRANT

per: *[Signature]*

DCD:FB
encl.

3358

July 3, 1943.

Yarwood & Durrant,
Barristers, Solicitors,
423 Hamilton Street,
Vancouver, B.C.

Attention Mr. Durrant

Dear Sirs:

Re: Yosoya HORI

We wish to thank you for your letter of June 24th enclosing copy of mortgage given by the above named Japanese to John Renner.

We are enclosing statement in duplicate and would be pleased if you would fill in any particulars you may have regarding the arrears of principal and interest, the balance owing at this date, taxes and insurance, signing same and returning the original to us, retaining the duplicate for your own records.

Thank you for your co-operation.

Yours truly,

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

DAC:FL
Enclosure.

RECEIVED
Rec'd JUL 26 1943
File No. 3958
Ans.
Referred <i>Presidents</i>

Bayview 22, 3rd Ave,
 Alhambra City B.C.
 July 21st 1943.

Office of the Canadian
 Claims Department

Dear Sir,

Our dad received a letter
 from you regarding claims against
 him and also saying you have
 received a cheque for \$160.83. If
 the cheque came from Prudential
 Life Insurance which we have
 been waiting, the cheque belongs
 to us, for it is our policy that

we returned. He wanted the cheque
very much to buy things we want
and pay the store what we owe.
He cannot get what we want
with the relief they giving to
our family. He have no claims
against us so we would appreciate
very much if you will send our
cheque to us as soon as possible.

Our dad (Mr. Hori) says he
doesn't agree with those claims,
and he says he does not owe
anything to those people who
claims against him.

Please send our cheque
immediately as we are waiting
for it.

Thank you.

Yours Truly,

Hien Hori.

George Hori.

Isaya Hori

Chiyo Hori

Yarwood & Durrant

BARRISTERS, SOLICITORS, ETC.
NOTARY PUBLIC
DURLEY C. DURRANT

TELEPHONE: MARINE 8822
ROOMS 3 & 4, 423 HAMILTON ST.
CORNER HASTINGS & HAMILTON STS.

Vancouver, B. C.

BRANCH OFFICE AT ABBOTSFORD, B. C.
OPEN ON FRIDAYS
PHONE: ABBOTSFORD 80

EVACUATION SECTION	
Rec'd	NOV 16 1943
File No.	
Ans.	
Referred	<i>Wilson</i>

November 15th,
1943.

Custodian of Enemy Property,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

re: Your File No. 3358
Yosoya Hori

In furtherance of the writer's conversation with your Representative relative to the property owned by the above named Hori and situate at 427 Powell Street in this City which is subject to a mortgage in favour of John Renner on which there is a balance of principal and interest now overdue and owing amounting to \$1,533.75, we would state that as previously intimated to your Department the balance due under the Mortgage in our opinion exceeds the value of this property. As suggested by your Department we accordingly communicated with Hori and in August last obtained from him a Quit Claim Deed of the property subject to your approval after valuation thereof.

We regret to state that our client, Mr. John Renner, the above named Mortgagee, passed away at Mission City on the 14th of September last and we are most anxious to have this matter disposed of for the benefit of his widow who is the sole Executrix and beneficiary under his Will.

The Mortgage is long overdue and no payments have been made thereunder since Hori left for internment. We trust that you will therefore give this matter your favourable consideration and that we may at an early date receive your approval of this transaction.

Thanking you in anticipation.

Yours faithfully,

YARWOOD & DURRANT

per: *[Signature]*

DCD:FB

File No. 3358

MEMORANDUM

ENEMY SECTION	
Rec'd	NOV 17 1943
File No.	
Ans'd	
Ref'd	

To: Mr. Wright

November 17th, 1943

From: Mr. Wilson

Re: HORI, Mr. Yosoya
427 Powell Street.

In regard to the attached letter from Messrs. Yarwood & Durrant referring to the property at 427 Powell Street, Y. HORI has no credit balance with us but has a large number of claims filed against him. In addition to the amount of \$1,533.75 owing under the Mortgage, taxes amounting to \$105.84 are unpaid.

The property has been occupied by Y. HORI's daughter who married a white person by the name of Taylor, but we have never been able to collect any rent. In my opinion, the property is not worth the amount of the Mortgage but if you wish me to obtain Mr. Reeve's valuation, I will do so.

I would suggest that a release of the property be given and our vacating order released, also that Messrs. Yarwood & Durrant be allowed to register their Quit Claim deed.

This property was offered for sale and no bids were received.

GDM/GH

G. Wilson

*There is an unregistered deed in the
name of Juniko Taylor (daughter).
A.W.*

3358
Evacuee Section

912 Royal Bank Bldg.,
Vancouver, B. C.
November 22nd, 1943.

Messrs. Yarwood & Durrant,
Barristers & Solicitors,
Rms. 3 & 4, 423 Hamilton St.,
Vancouver, B. C.

Gentlemen:

Re: Yosoya HORI and
427 Powell Street.

Your letter of 15th instant has been referred to the
writer for reply.

It will be necessary for you to furnish us with a
sworn valuation made by a local real estate agent. Our file
indicates that Hori executed a Deed dated 17th October, 1942,
in favor of his daughter, Fumiko Taylor. It has not been
registered but evidently the document is now in her possession.
This should be surrendered to us and cancellation authorized
by Mrs. Taylor.

It is also desirable to acquaint her with the fact
that her father signed a Quit Claim in favor of your deceased
client. You may find it possible to prevail her to write us
approving of the filing of the Quit Claim.

We will be glad to give further consideration to your
request upon receipt of the above material.

Yours truly,

K. W. RIGHT
COUNSEL TO THE CUSTODIAN

KWW/W

3358

February 14th, 1944

Messrs. Yarwood & Durrant,
Barristers & Solicitors,
Rms. 3 & 4, 423 Hamilton St.,
Vancouver, B. C.

Dear Sirs:

Re: Yosoya HORI,
427 Powell Street.

We would refer you to our letter of November 22nd and would like to know if you have obtained the sworn valuation in regard to the above property. We would also like to know if you have been able to obtain from Mrs. Taylor the Deed given to her by her father covering the above property.

Yours truly,

G. D. Wilson
Administration Department

GDM/GH

✓
10712; 9213; 3358;
254; 13031; 2074.

April 26th, 1944.

Mrs. Sannosuke (Hiro) NISHIMURA,
Registration No. 02551,
Tashme, B.C.

Dear Madam:

re: Accounts Receivable

In reviewing your file it is noted that the following list of debtors was handed to this office by G. Barrett-Lennard & Co., Chartered Accountants, for collection in your behalf:

1. Kinichi IWATA	\$300.00
2. Teichi AMANO	300.00
✓ 3. Yosoya HORI	35.00
4. Kuehiro ENDO	100.00
5. Kanzo UI	150.00.

Nos. 1, 3 and 4 have not replied to our notices.

Nos. 2 and 5 have answered our letters, but they dispute the claims and we have so informed you. However, we have had no answer from you to our reports of them.

It does not appear that we can do anything further regarding these claims of yours.

We give you below the addresses of the five debtors, so that you may write to them direct, if you so desire.

Kinichi IWATA,
Reg. No. 00915,
P. O. Box 263,
Salmon Arm, B.C.

Teichi AMANO,
Reg. No. 06530,
P. O. Box 18,
Revelstoke, B.C.

✓ Yosoya HORI,
Reg. No. 00409,
Slocan Extension, B.C.

Kuehiro ENDO,
Reg. No. 07233,
Essex Camp, Ont.

Kanzo UI,
Reg. No. 10939,
Sandon, B.C.

If you arrange a settlement with any or all of them please advise this office so that we may make notation accordingly. In the meantime we shall take no further action.

Yours truly,

B. R. Dusenbury,
Claims Department.

~~BRIDGE~~

3358

August 3, 1944.

Messrs. Yarwood & Durrant,
Barristers & Solicitors,
423 Hamilton Street,
Vancouver, B. C.

Dear Sirs:

Re: Yosoya HORI. Reg. #00409

In connection with the Quit Claim Deed on the property at 427 Powell Street, as we have not seen this deed, we would appreciate your advising us if Mr. Hori is released on his Personal Covenant in this document.

We wish you would obtain a sworn valuation in regard to this property so that the Custodian could proceed with the releasing of the vesting order.

As the insurance on this property expired on the 30th of July, last, if you wish to be protected, it will be necessary for you to reinstate the insurance; the Custodian having no interest in the matter.

Yours very truly,

GDM/FM

G. D. Milsom,
Administration Department.

File No. 3358

August 14th, 1944

MEMO FOR FILE

Re: Yosoya HORI,
427 Powell Street.

In a telephone conversation with Mr. Durrant, he stated that he is arranging for fire insurance to be placed on this property but that at the present time he is not willing to accept the quit claim deed which releases Y. HORI from his personal covenant. He is waiting to come to some adjustment with Mr. Tayler, HORI's son-in-law.

GDM/GE

Emilson

3358

November 14th, 1944

Messrs. Yarwood & Durrant,
Barristers & Solicitors,
423 Hamilton Street,
Vancouver, B. C.

Dear Sirs:

Re: Yosoya HORI.

Referring to our letter of August 3rd in regard to the property at 427 Powell Street, we would appreciate your advising us if the Quit Claim Deed you received from Mr. HORI releases him from his Personal Covenant, and if you are willing to accept it. As previously advised, we are very anxious to have this matter cleaned up and would appreciate your obtaining an independent appraisal so that if the Quit Claim Deed is satisfactory to you, we will be in a position to release our Vesting Order.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

December 4, 1944

MEMORANDUM
FOR FILE*Mr. J. H. Miller*

Re: HORI, Yosoya -
Catalogue No. 196,
427 Powell Street.

In connection with Lot 27, Block 41, D.L. 196, known as 427 Powell Street, the Advisory Committee have placed a selling price of \$1500.00 on this property.

At the present time there is a Mortgage, on which there is owing approximately \$1,876.50, including interest at 8%, to November 30th, 1944.

Taxes in arrears and for 1944 amount to \$204.30.

This makes a total of \$2,080.80 owing against the property.

Y. HORI has given a Quit Claim Deed to the holders of the Mortgage which is held by Yarwood & Durrant. We have never seen a copy of this Quit Claim Deed but have written Yarwood & Durrant repeatedly to advise us if this document releases Y. HORI from his personal covenant, and if they are willing to accept this Deed in full settlement of the Mortgage, including a release of Hori's personal covenant. We have advised them that when we receive this information, we will consider releasing our Vesting Order on the property but Yarwood & Durrant will not confirm that they will accept the Deed.

GDM/GH

G. H. Miller

*Recd. Mr. Wright has advised
lifting the vesting order - with advice to
Mr. Durrant together with an offer to
provide the necessary letter of approval
to facilitate registration of his Quit Claim
Deed from Hori - he might try to collect
the 10% outlay relative to this property. D.H.*

3358

December 18, 1944

Mr. Yosoya HORI,
Reg. No. 00409,
Slocan Extension, B.C.

Dear Sir:

In connection with your property at 427 Powell Street which you have quitclaimed to the holders of the Mortgage, you declared to us certain chattels on the premises and these were left in the care of your daughter, Mrs. Taylor. Will you kindly advise us that it is your wish that Mrs. Taylor should have these articles and that the Custodian need not concern himself further in regard to them.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

File No. 3358

MEMORANDUM

To: Mr. Green

December 15, 1944

From: Mr. Wilson

Re: Yosoya HORI
427 Powell Street.

Yosoya HORI has given the holders of the Mortgage a Quit Claim Deed covering the property at 427 Powell Street. Messrs. Yarwood & Durrant are acting for the holders of the Mortgage.

Y. HORI declared chattels but these have been in the possession of his daughter, a Mrs. Taylor (married to a white man), and she is still on the premises. Will you kindly have Mrs. Taylor interviewed as to what she intends to do in regard to these chattels.



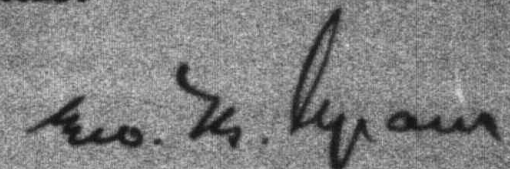
GDM/GH

To: Mr. Wilson

December 18/44

From: Mr. Spain

I have endeavoured to contact Mrs. Taylor many times, without success. I would suggest that we write to Mr. Hori and ask him regarding his wishes re the chattels.



GBS:LM

File No. 3358

MEMORANDUM

To: Mr. I. Macpherson

December 5, 1944

From: Mr. G. D. Milson

Re: HORI, Yosoya *(no 100409)*
Catalogue No. 196,
427 Powell Street.

Will you kindly vacate your Vesting Order on Lot 27, Block 41, D.L. 196 as the Custodian has approved of the holders of the Mortgage accepting a Quit Claim Deed from Yosoya HORI. There is a total of \$2,080.80 owing against the property and the Advisory Committee have placed a price of \$1500.00 on it.

GDM/GH

Regd.

Vacating Order

16 36441 - Feb 2 June 1945

December 5, 1944

Messrs. Yarwood & Durrant,
Barristers & Solicitors,
423 Hamilton Street,
Vancouver, B. C.

Dear Sirs:

Re: 427 Powell Street.

We have had the above property appraised and advertised for sale but have not received any bids, therefore, as requested in your letter of November 16, 1943 in which you advised us that you had received from Yosoya HORI a Quit Claim Deed covering this property and asking us to give favourable consideration to the transaction, we beg to advise that the Custodian will have no objection to your registering this Quit Claim Deed and we are vacating our Vesting Order. Should you require a letter to the Land Registry Office to enable you to register your Deed, we would be pleased to give you same.

In connection with the above property, we have been put to the following expenses:-

Certificate of Encumbrance	\$1.00
Valuation Fee	5.00
Charge for advertising property for sale	4.00

We would appreciate receiving from you a cheque for \$10.00 to cover the above disbursements.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

Yarwood & Durrant

BARRISTERS, SOLICITORS, ETC.
NOTARY PUBLIC

DURLEY C. DURRANT

TELEPHONE: MARINE 8822
ROOMS 3 & 4, 428 HAMILTON ST.
CORNER HASTINGS & HAMILTON STS.

Vancouver, B.C.

BRANCH OFFICE AT ABBOTSFORD, B. C.
OPEN ON FRIDAYS
PHONE: ABBOTSFORD 80

EVACUATION SECTION	
FILE NO.	3355
DATE	JAN 2 1945
APPROVED	<i>LOW</i>
RECEIVED	00407
<i>Milson</i>	

December 30th,
1944.

Hori Yo Soya.

3

Office of the Custodian,
Administration Department,
506 Royal Bank Building,
Hastings and Granville Sts.,
Vancouver, B. C.

Attention: Mr. Milson

Dear Sirs:-

Re: 427 Powell Street

With reference to your letter of the 5th instant and in furtherance of subsequent conversation with Mr. Milson of your Department, we would state that following the vacating of your Vesting Order we registered Quit Claim Deed from Yo Soya Hori which contained a recital that the same was executed in full settlement of Hori's covenant under the Mortgage held by our client.

We are enclosing herewith our cheque in your favour for \$10.00 covering your fees set out in your letter.

*To cover expenses
in connection with*

DCD:FB
encl.

Yours faithfully

YARWOOD & DURRANT

per: *[Signature]*

Yarwood & Durrant

BARRISTERS, SOLICITORS, ETC.

NOTARY PUBLIC

DUDLEY E. DURRANT

TELEPHONE: MA RINE 8822
ROOMS 3 & 4, 423 HAMILTON ST.
CORNER HASTINGS & HAMILTON STS.

Vancouver, B.C.

BRANCH OFFICE AT ABBOTSFORD, B. C.
OPEN ON FRIDAYS
PHONE: ABBOTSFORD 50

EVACUATION SECTION	
Rec'd	JAN 9 1945
File No.	3358
Insured	✓ Wilson

January 8th,
1945.

Office of the Custodian,
Administration Department,
506 Royal Bank Building,
Hastings and Granville Sts.,
Vancouver, B. C.

Attention: Mr. Wilson

Dear Sirs:

Re: 427 Powell Street

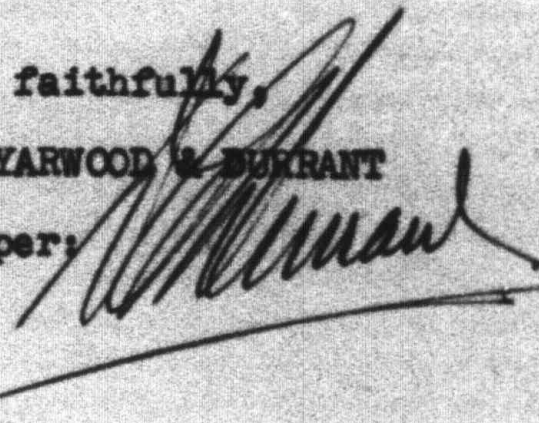
In furtherance of the writer's phone conversation with you we are enclosing herewith California Insurance Fire Policy No. 120336 issued in the name of the Custodian with loss payable to estate of John Renner, Mortgagee of the property described therein.

As Quit Claim Deed from Hori to Mrs. Renner has now been registered, we would indeed be obliged if you would kindly have the Transfer and Consent attached to the Policy signed in duplicate and returned to us as soon as possible.

Thanking you in anticipation.

Yours faithfully,

YARWOOD & DURRANT

per: 

DCD:FB
encls.

EVACUATION SECTION	
Rec'd	JAN 18 1945
File No.	3358
Ans.	
Referred	Milson

Bayfarm 22. 3rd Ave
 Slacaw City. BC.

Dear Sir,

In regards to your letter File No 3358
 It is my wish to have those articles
 which is at 427 Powell St. to my daughter
 Mrs. H. Taylor. Thanking you kindly.

I remain Yours Truly
Yosaya Kori

427 Samuell St.
City. Jan. 18. 45

G. D. Milson Esq.
Custodians Office

EVACUATION SECTION	
Rec'd	JAN 20 1945
File No.	5358
Ans.	✓
Referred	Milson

Dear Sir:

In reply to your letter dated 15th inst. I regret to say the contents or chattels at 427 Samuell St. were of no commercial value, like old beds & broken chairs & junk etc. which I had the City Garbage Dept remove, any other parts are fixtures built into the wall.

Yours Very Truly

H. Taylor