

3975

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN

FILE No.

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: ASAE, Sadaichi,

HOME ADDRESS: 122 1/2 Powell St., Vancouver, B.C.

REGISTRATION NUMBER 05052

SEX: M

AGE: 39

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: Myself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Shizue

File 8537. No claims or file 3-6-44

ADDRESS OF WIFE OR HUSBAND: 122 1/2 Powell St., Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: Kazuko, (F) Naboru, (M) Iseo (M)

Kayoko (F) ETSUKO (F) 15 yrs. old

ADDRESS OF CHILDREN: 122 1/2 Powell St., Vancouver, B.C.

AGE OF CHILDREN: 14 yrs. 10 yrs. 7 yrs. 3 yrs.

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: ~~Brick building at 122 1/2 Powell St.~~~~122 1/2 Powell St. front and rear for storage, rear for residence.~~~~122 1/2 Powell St. front and rear for the revenue of land.~~

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) None

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

None

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

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

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 122 1/2 Powell St., Vancouver, B.C.
Store building with living apartments at the back.
2. LANDLORD'S NAME AND ADDRESS: Royal Trust Co. Agents.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: \$22.50 per month
Rent paid to the 15th of April, 1942
4. STATE WHEREABOUTS OF LEASE: No lease.
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: As per list attached.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: \$600.00. Home Assurance Co.
Store Equipment
of Canada. Premium paid up to 20th March 1943. Policy No. 24986 A.
\$400.00 on house furniture etc., in the same policy.

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: \$150.00 Bank of Montreal, Main & Hastings Branch.

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: No

LIABILITIES:

1. PERSONAL DEBTS: None

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 13th day of April 1942

(Signature)

S. Asae

Witness

FOR DEPARTMENTAL USE

List of Equipment etc. belonging to ASAK, Sadaichi, of 122½ Powell St.,
Vancouver B.C. No. 05052.

1 Champion Stitcher	✓	\$500.00
1 Macay Stitcher	✓	250.00
1 Finishing Machine	✓	150.00
1 Patching Machine	✓	50.00
1 Sole Cutter	✓	35.00
1 Cash Register	✓	75.00
1 Sole Skiver	✓	25.00
Miscellaneous Tools	✓	75.00
Counters and Fixtures	✓	100.00

INFORMATION FROM R.C.M.P.

Date Oct. 26/43.

Our File No. 3975

Full Name ASAE, Sadaichi
(Surname in Block Letters)

Registration No. 05052 Male - Female
(check) Age Sept. 19, 1902

Former Address 122 1/2 Powell St., Vancouver.

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

Present Address to install Shiger Co. Ltd.,
Montreal, Que.

Married - Single
(check) 5600 Bannantyne Ave., Verdun, Que.
Name of Wife (TAKAKA) Shiger #05052

Name of Mother (YEMOTO) Kaya Name of Husband —
Name of Father Isematsu (Deid)

Names of Children under 16 (Deid)
(See over)

Requested by EEG Registered with Custodian Yes
(Yes or No)

Additional Information Proprietor of Shoe Store

3975

August 21st, 1944

The Secretary,
Vancouver General Hospital,
Vancouver, B. C.

Dear Sir:

re: Sadaichi ASAE # 05052
Your a/c No. D60626

With reference to your claim of \$14.75 against the above named. On writing to him about your claim he replied as follows:-

"I was sure I had settled all my debts but it is possible there are some I may have overlooked. The first claim, concerning the hospital bill, I might have overlooked but I have no knowledge of the second one. I am very sure the second one has nothing to do with us.

The necessity of moving and supporting a family of six and also the high cost of living in Montreal makes it impossible for us to pay any claims at the present time."

As we have no funds belonging to the above named we regret we cannot do anything more to assist you. Doubtless you will wish to contact him direct. His address is:-

Registration No. 05052,
944 Osborne Ave.,
Verdun, Que.

Yours truly,

A. McAlister,
Claims Department.

AMCA:ND

3024
3975

August 21st, 1944.

Mr. Masaji FUKUDA,
Registration No. 11797,
c/o Mr. F.L. Ernst,
Winnipeg, Man.

Dear Sir:

re: Sadaichi ASAE
Reg. No. 05052

With reference to your claim of \$80.90 against S. ASAE. The only person who seemed to meet your description was Sadaichi ASAE, who at one time lived at 122 1/2 Powell Street, Vancouver, B.C. We wrote to him in connection with your claim and he replied as follows:-

"I was sure I had settled all my debts but it is possible there are some I may have overlooked. The first claim, concerning the hospital bill, I might have overlooked but I have no knowledge of the second one. I am very sure the second one has nothing to do with us. The necessity of moving and supporting a family of six and also the high cost of living in Montreal makes it impossible for us to pay any claims at the present time."

In view of the above and as we have no funds belonging to ASAE we regret we cannot do anything further to assist you in this matter, and are accordingly closing our file in this respect.

Should you wish to contact him direct, his address is:

Registration No. 05052,
944 Osborne Ave.,
Verdun, Que.

Yours truly,

AMCA:ND

P.S. Second one referred
to is your claim.

A. McAlister,
Claims Department.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6151

PLEASE REFER TO

FILE NO. 8537
3975

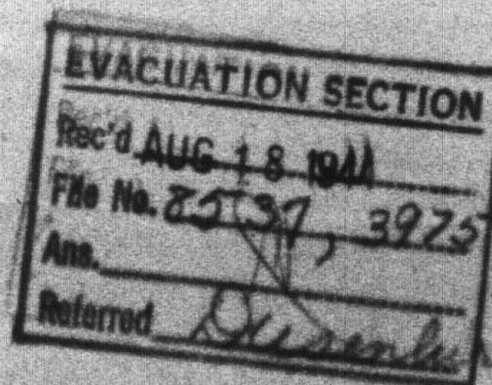
805 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

June 3rd, 1944.

Mr. and Mrs. Sadaichi ASAE,
Reg. Nos. 05052 and 05055,
5600 Bannantyne Ave.,
Verdun, Quebec.

Dear Sir and Madam:

re: Claims



We have the following claims lodged with the Custodian against you:

1. Vancouver General Hospital \$14.75
2. Masaji FUKUDA 80.90.

We wrote to you on the 11th of April last regarding No. 1, but so far have received no reply. We require to know if these two claims are correct or otherwise. You will of course know that and can let us have the required information. If they are correct please forward to us remittance in settlement of same, or advise us when we may expect payment.

A reply by return mail is requested.

Yours truly,

B. R. Dusenbury
B. R. Dusenbury,
Claims Department.

BRD:DE

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. 8537

3975

806 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

August 7th, 1944.

Mr. and Mrs. Sadaichi ASAE,
Reg. Nos. 05052 and 05055,
5600 Bannantyne Ave.,
Verdun, P.Q.

Dear Sir and Madam:

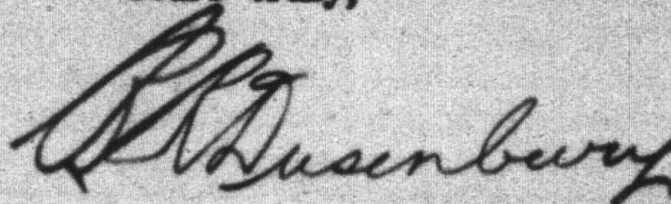
re: Claims

We wrote to you on the 3rd of June last regarding two claims lodged with the Custodian against you, but so far have received no reply.

To avoid further correspondence let us have a reply by return mail, as we require such information for our records. If we do not hear from you we shall be compelled to take other steps to obtain this necessary information.

Your immediate attention is requested.

Yours truly,



B. R. Dusenbury,
Claims Department.

BRD:DE

144 Calhoun Ave,
Verdun, P. Q.
Aug. 16, 1909.

Dear Sir:

I received your letter of the
end of June and also the 2nd of
August regarding the two claims
against us, a few days ago. The
reason they did not reach us at
an earlier date was because we
had moved away from our previous
address some time ago.

I was sure I had settled all
my debts but it is possible
there are some I may have over-
looked. The first claim concern-
ing the hospital bill, I might
have overlooked but I have
no knowledge of the second one.
I am very sure the second one
has nothing to do with us.

The necessity of moving and
supporting a family of six and
also the high cost of living
in Montreal makes it impossible
for us to pay any claims
at the present time. S

Yours truly,

S. Asse.

File No. 3973.

CLAIMS DEPARTMENT

June 3rd, 1944.

Sadaichi ASAE - Reg. No. 05052

CREDITORS:

- | | |
|--------------------------------------|---------|
| 1. Vancouver General Hospital | \$14.75 |
| 2. Nanaaji FUKUDA (File #3024) | 80.90 |
- 

BRD:DE

THIS INDENTURE made in triplicate this twenty
eight day of August, in the year of our Lord One Thousand
nine hundred and forty two.

IN PURSUANCE OF THE "BILLS OF SALE ACT".

BETWEEN:-

SADATONI ANAN of 122 1/2 Powell
Street, in the City of Vancouver
in the Province of British
Columbia, Shoe Repairer,

hereinafter called the GRANTOR
OF THE ONE PART.

AND:-

PETER OSINIAK of 6311 Kitchener
Street, in the City of Vancouver
aforesaid, Shoe Repairer,

hereinafter called the GRANTEE
OF THE OTHER PART.

WHEREAS the Grantor is possessed of the goods and
personal chattels hereinafter set forth, described and enumer-
ated, and hath contracted and agreed with the Grantee for the
absolute sale to him of the same, for the sum of Six Hundred
and Fifty (\$650.00) Dollars, payable as hereinafter set forth;

NOW THIS INDENTURE WITNESSETH that in consideration
of the sum of One Hundred (\$100.00) Dollars of lawful money
of Canada, paid by the said Grantee to the said Grantor, at
or before the sealing and delivery of these presents (the re-
ceipt whereof is hereby acknowledged), and upon the said Grantee
assuming and undertaking to pay the following liabilities ow-
ing by the said Grantor in connection with the said goods and
chattels, that is to say:- \$85.00 to Denby Brothers & Com-
pany Limited, \$300.00 to Leo Gilowski, and \$65.00 previously
advanced by the said Grantee to the said Grantor, the said
Grantor HATH BARGAINED, sold, assigned, transferred and set
over, and by these presents DOth BARGAIN, sell, assign, trans-
fer and set over unto the said Grantee;

ALL those the said goods and personal chattels
described and enumerated as follows:-

1 Champion Stitcher

1 Macey Stitcher

1 Finishing Machine

1 Patching Machine

1 Sole Cutter

1 Sole Shiver

1 Cash Register

All counters and fixtures

All miscellaneous tools and stock of shoe repairing equipment and the good-will of the said shoe repairing business formerly carried on by the said Grantor.

All of which goods and personal chattels are now in the possession of the said Grantor and are situate, lying and being in, upon, around or about the land and premises, being a store at 122 1/2 Powell Street in the City of Vancouver, in the County of Vancouver, in the Province of British Columbia.

AND all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, otherwise howsoever, of the said Grantor, of, in, to, and out of the same, and every part thereof;

TO HAVE AND TO HOLD the said assigned goods and personal chattels and each and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee, to and for his sole and only use forever.

AND the said Grantor DOETH hereby covenant, promise and agree with the said Grantee, in manner following:- that is to say:

THAT the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and personal chattels, and every of them and every part thereof;

AND that the said Grantor now has in himself good right to assign the same unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these

presents.

AND that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and personal chattels and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by him, the said Grantor, or any person or persons whomsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever;

AND the said Grantor shall and will at all reasonable times hereafter execute and do any further act, deed and assurances for the more effectually assigning and transferring the said goods and personal chattels.

AND the said Grantee covenants and agrees with the said Grantor to assume and promptly pay the liabilities of the said Grantor more particularly hereinbefore set out and to save and keep harmless the said Grantor from any and all claims that may be made upon him in respect of the said indebtedness.

IN WITNESS WHEREOF the Grantor and the Grantee have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED and DELIVERED

IN THE PRESENCE OF

Doris Mulligan
66 East-15th Avenue,
Vancouver, B.C.

Stenographer
This is the paper-writing marked "A" referred to in the affidavit of Doris Mulligan, sworn before me this 28th day of August, 1942.

Alfred King

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

L. Asae
Peter Osiriak

"BILLS OF SALE ACT"

COUNTY OF VANCOUVER }
TO WIT

I, Doris Mulligan of 66 East 15th Avenue in the City of Vancouver in the Province of British Columbia, Stenographer, make oath and say as follows:-

1. That the paper-writing hereunto annexed, marked "A", is a true copy of a Bill of Sale and every schedule and inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by Sadaichi Asae.
2. That the Bill of Sale was made and given by Sadaichi Asae on the 28th day of August, 1942.
3. That I was present and did see the said Sadaichi Asae, in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said 28th day of August, 1942.
4. That the said Sadaichi Asae at the time of making and giving the said Bill of Sale, resided and still resides at 122 1/2 Powell Street, Vancouver, B. C., and then was and still is a shoe repairer.
5. That the name "Doris Mulligan" set and subscribed as a witness attesting the due execution thereof, is of the proper handwriting of me, this deponent and that I reside at 66 East 15th Avenue, Vancouver, B. C., and am a Stenographer.

SUBSCRIBED TO AND SWORN BEFORE ME
this 28th day of August, 1942, at
the City of Vancouver, in the Province of British Columbia.

Doris Mulligan

Alex Stirling

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

"BILLS OF SALE ACT"

COUNTY OF VANCOUVER }

TO WIT: }

I, Peter Osiniak of 5311 Kitchener Street in the City of Vancouver in the Province of British Columbia, Shoe Repairer, make oath and say:-

That the sale referred to in the foregoing Bill of Sale is made bona fide and for valuable consideration, namely, the sum of \$650.00, as set forth in the said Bill of Sale, and not for the purpose of enabling me this deponent to hold the goods and chattels mentioned therein as against the creditors of the said Grantor, and that the said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors from obtaining payment of any claim against the said Grantor.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 26th day of August, 1942.

Peter Osiniak

Alex Halmy

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

DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:

IN THE MATTER OF THE "BULK SALES ACT"

I, Sadachi Asae, of 122½ Powell Street in the City of Vancouver in the Province of British Columbia, Shoe Repairer, make oath and say that I have sold or agreed to sell to Peter Osiniak of 6311 Kitchener Street in the City of Vancouver aforesaid the stock of goods, wares and merchandise situate at 122½ Powell Street in the City of Vancouver aforesaid for the sum of \$650.00 and the following is a true and correct statement of the names and addresses of all my creditors, that is to say:-

Denby Brothers & Co., Ltd., Vancouver, B. C.	\$35.00
Lee Gilowski, Vancouver, B. C.	300.00
Peter Osiniak, Vancouver, B. C.	65.00
Total	<u>\$450.00</u>

SWORN BEFORE ME at the City
of Vancouver in the Province
of British Columbia, this 28th
day of August, 1942.

S. Asae

A. Stacey

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

THIS INDENTURE made in duplicate this 28th day of August in the year of Our Lord One Thousand Nine Hundred and forty two.

BETWEEN:

LEO GILOWSKI, of 324 $\frac{1}{2}$ Powell Street, in the City of Vancouver in the Province of British Columbia, Shoe Repairer

hereinafter called the PARTY OF THE ONE PART.

AND:-

SADAICHI ASAE, of 122 $\frac{1}{2}$ Powell Street in the City of Vancouver aforesaid, Shoe Repairer

hereinafter called the PARTY OF THE SECOND PART.

WHEREAS by an indenture of lease dated the 20th day of March, 1942 and made between the said, Sadaichi Asae and the said, Leo Gilowski, the said, Sadaichi Asae did demise and lease unto the said, Leo Gilowski the lands and premises and general shoe repairing business then being carried on by the said Sadaichi Asae at 122 $\frac{1}{2}$ Powell Street in the City of Vancouver aforesaid for the duration of the present World war at a monthly rental of Ten (\$10.00) Dollars per month and subject to the covenants, conditions and stipulations therein contained.

AND WHEREAS the said, Leo Gilowski has agreed to surrender the said premises and the said Shoe repairing business to the said, Sadaichi Asae.

NOW that this indenture witnesseth that, in consideration of the sum of One (\$1.00) Dollar now paid by the said, Sadaichi Asae to the said, Leo Gilowski, and upon the said Sadaichi Asae releasing the said Leo Gilowski from all liability under the said lease, the said Leo Gilowski (the said Party of the First Part) hereby assigns and surrenders unto the said Sadaichi Asae (the said Party of the Second Part),

his heirs, executors, administrators and assigns the said general shoe repairing business at 122 1/2 Powell Street, in the City of Vancouver, together with all interest, claim and demand ~~of~~ the said Leo Gilowski in the said business and the goods and chattels more particularly set out in the said lease to the intent that the unexpired residue of the said term created by the said indenture of lease, and all other the estate and interest of the said Leo Gilowski in the said lands and premises, unto or by virtue of the said indenture, may be merged and extinguished in the reversion and inheritance to the said lands and premises.

AND the said Leo Gilowski hereby covenants with the said Sadaichi Asae that he the said Leo Gilowski has not at any time done or executed any act, deed, matter or thing whereby the unexpired residue of the said terms has, shall or may be in any wise charged or encumbered.

IN WITNESS WHEREOF the said Parties hereto have hereunto set their hands and seals on the day and year first above written.

SIGNED, SEALED and DELIVERED

in the Presence of

Arthur Chilton *Shelby*
208 Rogers Building
BC
As to Leo Gilowski
Van Gilowski

Solomon
As to Sadaichi Asae
or

Leo Gilowski

S. Asae

W. A. DENBY
PRESIDENT

M. S. DENBY
SECRETARY

Donal
S. A. DENBY
DIRECTOR

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 15 1942

Denby Bros. & Company Limited

Importers and Jobbers of LEATHER, SHOE FINDINGS, SHOE MACHINERY AND SHOE STORE SUPPLIES

163 PENDER STREET WEST
VANCOUVER, B.C.

BRANCHED AT
VICTORIA & PRINCE RUPERT

Aug. 13/42

Custodian of Enemy Aliens,
501 Royal Bank Bldg.,
City

Rec'd	AUG 14 1942
File No.	
Ans.	
Referred	

Dear Sirs:-

Re: Sadaichi Asae

Referring to our letter of June 25th re our account against the above Japanese, We forwarded to you Statutory Declaration on that date and we understood from the Canada Permanent Trust, in whose hands this Japanese placed his affairs, that they were collecting monthly payments and forwarding same to you. According to arrangements we made with this Japanese a rental of \$10.00 per month was to be collected from the present one using the equipment and forwarded to the Canada Permanent Trust Co. .

In taking the matter up with them they claim to have made the payments to you but up to the present we have received nothing. Up to date \$30.00 is due us to apply on the account of this Japanese.

We would be pleased to hear from you as to when we may expect payment of same.

Trusting same will have your prompt attention and oblige.

Yours Truly;

Denby Bros. & Co. Ltd.

W.A. Denby

C A N A D A

PROVINCE OF BRITISH COLUMBIA

TO WIT:

IN THE MATTER OF SADAICHI
ASAE, formerly of 122 1/2
Powell Street, Vancouver B.C.

and

IN THE MATTER OF DENBY BROS.
& CO. LIMITED

I, FRANK WALKER HALLAWAY, of 163 - Pender Street West,
in the City of Vancouver, in the Province of British
Columbia, Accountant, DO HEREBY SOLEMNLY DECLARE:-

1. I am the accountant for Denby Bros. and Co. Limited
of 163 - Pender Street West, Vancouver, British Columbia, and
have a full personal knowledge of the matters hereinafter
declared by me, and I am authorized to make this declaration;

2. The above named Sadaichi Asae, formerly in business
at 122 1/2 Powell Street, Vancouver B.C. was, at the time he
closed down his business under the Evacuation Orders, justly
and truly indebted to Denby Bros. and Co. Limited in the
sum of \$114.69, as follows:

1942	To amount owing on machinery	\$48.20
	To amount owing for mase sold to him	<u>66.49</u>
		\$114.69

3. The said Denby Bros. and Co. Limited has not had
any payment on account of the said \$114.69 and the said amount
is still due and owing to the said company by the said Sadaichi
Asae.

4. The said Denby Bros. and Company Limited holds a lien
note upon the machinery on which there is the \$48.20 unpaid, but
otherwise holds no security for the said above indebtedness.

AND I MAKE THIS SOLEMN DECLARATION conscientiously,
believing it to be true and knowing that it is of the same
force and effect as if made under oath and by virtue of the
"Canada Evidence Act".

DECLARED before me at the City of Vancouver, Province
of British Columbia, this 25th day of June 1942.

Eric R. Thompson
A Notary Public in & for the Province
British Columbia

Frank Walker Hallaway

A. C. SKALING
BARRISTER - SOLICITOR - NOTARY PUBLIC
208 ROGERS BUILDING
VANCOUVER, B. C.

May 11, 1942. *W. J. Shear*

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAY 5 1942

Mr. G. L. Drewry,
Japanese Evacuation Section,
Official Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

RE: Sadaichi Asae - Your file 3975.

I have your letter of the 30th ultimo; enclosing one copy of the Lease given by Sadaichi Asae to Leo Gilowski on March 22nd, 1942 and note your further remarks re this transaction.

Mr. Asae had not evacuated at the time that this agreement was entered into.

I understood at the time that I drew this agreement that the payments would be made direct by Gilowski to Sadaichi Asae until such time as your office took charge of the matter.

No notice of this agreement has been registered under the Bills of Sale Act.

I note also that this property has been placed in the hands of The Canada Permanent Trust Company for the purpose of investigation and report.

I have written to Mr. Gilowski advising him that all payments under this agreement must hereafter be made to the Custodian or his agent.

Yours truly,

A. C. Skaling

*any
action
necessary*

THIS INDENTURE made in triplicate this twentieth day of March, in the year of our Lord One Thousand Nine Hundred and forty two.

IN PURSUANCE OF THE "LEASEHOLD ACT"

BETWEEN:-

SADAICHI ASAE of 122 $\frac{1}{2}$ Powell Street
in the City of Vancouver in the Province of British Columbia, Shoe Repairer.

hereinafter called the LESSOR
of the ONE PART.

AND:-

also LEO GILOWSKI of 324 $\frac{1}{2}$ Powell Street in
the City of Vancouver aforesaid, Shoe
Repairer.

hereinafter called the LESSEE
of the OTHER PART.

also WHEREAS the said Lessor is carrying on a
general shoe repairing ^{business} at 122 $\frac{1}{2}$ Powell Street in the City
of Vancouver in the Province of British Columbia and is
the absolute owner of the shoe repairing machinery, stock,
equipment, household furniture and effects in, on, around
and about the said premises;

AND WHEREAS the said Lessor does rent and lease
the said premises from the Royal Trust Company paying for
the rental thereof the sum of \$22.50 per month;

AND WHEREAS it is now necessary under regulations
issued for the Defence of Canada that the said Lessor move
away from the British Columbia coastal area;

AND WHEREAS the said Lessor has agreed to demise
and lease to the said Lessee the shoe repairing machinery,
stock, equipment, and household furniture and effects more
particularly hereinafter described together with the said
shoe repairing business for the duration of the present
World War or until this agreement is otherwise terminated
by either of the Parties hereto or by any law, order or
regulation of the Government of the Dominion of Canada.

NOW THIS INDENTURE WITNESSETH that in consideration of the monthly rents, covenants and conditions herein after reserved and contained, the said Lessor doth lease unto the said Lessee, his heirs, executors, administrators and assigns;

ALL THOSE the said shoe repairing business and the said goods, chattels and personal effects now in, on, around and about the said shoe repairing store at 122½ Powell Street in the City of Vancouver aforesaid, and consisting principally of the following:-

1 Champion Stitcher	\$500.00	
1 Macey Stitcher	250.00	
1 Finishing Machine	150.00	
1 Patching Machine	50.00	
1 Sole Cutter	35.00	
1 Sole Skiver	25.00	
Miscellaneous Tools	75.00	
Counters and Fixtures	100.00	
2 beds	50.00	Taken
2 sofas	250.00	Sold
3 tables	30.00	do
7 chairs	7.00	do
1 range	25.00	Selling
4 cabinets	85.00	Sold
1 electric Washing Machine	75.00	Taken
1 trunk with clothing in same	150.00	do
1 piano	250.00	Sold

from the first day of April, 1942, for the period of the duration of the present war or until this agreement is otherwise terminated paying therefore the clear monthly rent or sum of Ten (\$10.00) Dollars of lawful money of Canada, payable in advance on the first day of each and every month hereafter during the said term or period the

first of such payments to be paid on the 1st day of April, 1942, and monthly thereafter.

AND the said Lessee, his executors, administrators and assigns doth covenant with the said Lessor to pay the said rent hereinbefore mentioned and also to pay promptly to the said Royal Trust Company the monthly rent of \$22.50 for the rent of the said store and premises, and to keep the said store property and the said machinery, tools, goods and equipment and furniture in good repair (reasonable wear and tear and damage by war, riot, fire and tempest excepted).

AND the said Lessor may at any time enter and view the state of repairs and examine the said Lessee's records and books of account.

AND the said Lessee shall use all reasonable diligence to maintain and preserve the said shoe repairing business and operate and maintain the said machinery, equipment and tools in a good workman like manner and in a good state of repair and shall promptly replace any tools, parts and equipment damaged, worn out, lost or destroyed.

AND will not assign or sub-let without leave of the Lessor.

AND will not carry on any business on the said premises that shall be deemed a nuisance or contrary to any Dominion, Provincial or Municipal law, order or regulation.

AND will leave the premises and the said machinery, equipment, tools and furniture in a good state of repairs (reasonable wear and tear, and damage by fire, war, riot and tempest excepted).

AND also that if the said term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any act that may be in force for bankrupt or insolvent debtors or shall abandon the said business or the said premises or shall fail to carry on the said business in a proper manner the then current month's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the said premises or the said machinery, equipment tools and furniture covered by this agreement or any part thereof shall at any time during the said term be burnt down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, and then so often as the same shall happen the rent hereby reserved or a proportionate part thereof, according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises and/or the said machinery, equipment, tools and furniture shall have been replaced or made fit for the purpose of the said Lessee.

PROVISO for re-entry and re-possession by the said Lessor on non-payment of rent, whether lawfully demanded or not, or on non-performance of covenants, or seizure, or forfeiture of the said term for any of the causes aforesaid.

IN THE EVENT of the owner of the said store, building, or his authorized agent, terminating the tenancy of the said property, or in the event of any notice to vacate or surrender the said store building, being