

11291

RECEIVED
DEC 10 1942
JAPANESE SECTION

REAL ESTATE

FILE NO. 11291

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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: Shimada, Nobuji
HOME ADDRESS: New Denver
REGISTRATION NUMBER: 08872 SEX: M AGE: 52
OCCUPATION: Logger (now)

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER:

MARRIED? Yes.

NAME OF WIFE OR HUSBAND: Chika (yellow card) Filed Closed

ADDRESS OF WIFE OR HUSBAND: New Denver

NAMES OF ANY LIVING CHILDREN: Shokichi Shimada

ADDRESS OF CHILDREN: Sarg Pulp Mill, Taylor Lake, Caribou, B.C.

AGE OF CHILDREN: 27

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

1. LOCATION AND DESCRIPTION:

Lot 29/55/1960 Vancouver

2. BUILDINGS AND OTHER IMPROVEMENTS: Family house -

357 Cordova East.

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

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state) Leased in care of

W. A. Bellupier, 612 Vancouver Block

Administration and Property

STATEMENT OF REAL PROPERTY OCCUPIED

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

STATEMENT OF PERSONAL PROPERTY OWNED:

1. LOCATION AND DESCRIPTION:
2. LANDLORD'S NAME AND ADDRESS:
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
4. STATE WHEREABOUTS OF LEASE:
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

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

- Revised even to a side-fountain, working from
fragments Electric relig greater fountain in fold
 by General that metal plate the.
 Back back fountain with glass mirror blue show can all
 long: then show can off long. Angley showing off.
 Angley male (-the) metal and Pyrex (2541092)

~~2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS~~

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS.
one Holstein grade. Two Holstein milk Holsteins.
Holstein orange orange. Small pure Holsteins
1. Holstein Fin. chocolate top. 2. white even wings. 3. yellow
and black.
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR
CLAIM ON ANY SUCH PROPERTY. *George Wickham (710 W. Bond)*

CLAIM ON ANY SUCH PROPERTY.

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: _____

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____

8. BANK ACCOUNTS: _____
9. LIFE INSURANCE: _____

10. INTEREST IN ANY ESTATES OR TRUSTS. _____

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____

2. TRADE DEBTS: _____

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

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

Dated/this 6th day of December 1942.

(Signature)

J. Onodera

J. Onodera

Witness

FOR DEPARTMENTAL USE _____

11291

INFORMATION FROM R.C.M.P.

Date

Sept 9/43

File No.

11291

Name

YAMADA Hobei

(Surname in Block Letters)

Registration No.

08872

Male - Female
(check)

Age

July 8, 1889

Residence Address

128 Main St., Van. B.C.

Evacuated

Nov. 31/42

Naturalized - Canadian-Born - National
(check)

Present Address

71 Johnson St. Hamilton, Ontario.
New Market, B.C.

Married - Single
(check)

Name of Wife

YAMADA Chiko 1005

Name of Husband

Name of Mother

deceased

Name of Father

deceased

Names of Children under 16

Requested by

J. M.

Registered with Custodian

(Yes or No)

Additional Information

Housekeeper. House and lot at
375 East Cordova St. Still Business.

September 3, 1948.

Kenneth A. Christie, Esq., K. C.,
Barrister and Solicitor,
120 Bay Street,
Toronto, Ontario.

Dear Sir:

Re: Claim of Nobuichi SHIMADA

The above claim, which was listed as No. T302 on the old list, now appears as Claim No. 203 on the Toronto list for hearing on November 23.

As it appeared on the list supplied to this office by the Commission that this claimant was being represented by Messrs. Simpson & Duncan, Barristers and Solicitors, Hamilton, Ontario, valuations covering real property and chattels which were the subject of the claim were forwarded to them. According to a list just received from the Commissioner, it now appears to be unknown who will represent this claimant and we are, therefore, writing to Messrs. Simpson and Duncan today requesting them to forward the valuations to you in order that you will have them available for claimant's counsel along with the claim file which will be forwarded to you in the next shipment in the course of the next few days.

Yours very truly,



B. Good,
Comptroller.

/AG

11291

September 3, 1948.

Messrs. Simpson & Duncan,
Barristers and Solicitors,
The Birks Building,
Hamilton, Ontario.

Dear Sirs:

Re: Lot 29, Block 55, District Lot 196,
Group 1, New Westminster District, Plan 196,
being 357 East Cordova Street, Vancouver.
and claim of Nobuji Shimada.

We have now received a more up-to-date list of claims from the Commission from which it appears that it is not known who will represent Nobuji Shimada. We would therefore appreciate your forwarding the valuations enclosed with our letter of August 30 to Government Counsel, Mr. Kenneth A. Christie, K.C., 320 Bay Street, Toronto, in order that he may have them available for Shimada's Counsel when appointed.

Yours very truly,


B. Good,
Comptroller.

/AC

Simpson & Duncan
Barristers, Solicitors &c.

F. H. Simpson, N.C.
W. B. Duncan

Telephones 2-1160
2-1107

The Berks Building

Hamilton, Ont. September 1st, 1948.

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

EVACUATION SECTION	
Rec'd	SEP 3 1948
File No.	11271
Ans.	
Referred	

[Signature]

Dear Sir:

Re: Lot 29, Block 55, District Lot 196
Group deed New Westminster District
Plan 196, 357 East Cordova Street,
Vancouver

We have your letter of August 30th and the enclosures.
Will you kindly verify with the application made by Nobuji
Shimada that we are the solicitors acting in this matter.
It may be that he has been referred to us and will see us at
a later date. At present we have no record of having inter-
viewed this applicant. We will retain the letter and enclosures
for the time being.

Yours truly,

SIMPSON & DUNCAN,

[Signature: W. B. Duncan]

WBD:M

C. J. LOEWEN
VICTORIA, B.C.

A. ROY HARVEY

LOEWEN & HARVEY, LIMITED

FIRE, CASUALTY, BURGLARY
AUTOMOBILE, PLATE GLASS
INSURANCE
AGENTS FOR
EAGLE STAR AND BRITISH
DOMINION INSURANCE
COMPANY LIMITED
OF LONDON, ENG.

ESTATE AGENTS INSURANCE
MORTGAGES REAL ESTATE

TELEPHONE
MACHINE 3341
CODES
A.B.C. EDITION
WESTERN UNION
CABLE ADDRESS
"LOWHAR"

701 DUNSMUIR STREET
VANCOUVER, B.C.

7th September, 1943.

Department of The Secretary of State
Office of The Custodian
(Japanese Evacuation Section)
506 Royal Bank Bldg.,
Hastings & Granville Streets,
Vancouver, B.C.

SECTION	
Rec'd	SEP 9 1943
File No.	
Ans.	
Referred	<i>Harvey</i>

Dear Sir:-

Re:- Lot 29, Block 55, District Lot 196,
357 E. Cordova St. - Catalogue No. 52.

I have examined the property stated above and
report as follows.

The lot is 25 x 122 feet slightly above street level
at the front and sloping to a 20 foot lane at the back.

On this there is an old six room house without base-
ment. The foundation is cement and stone blocks - with wood
posts. It was impossible to see the condition of the posts -
but the house is erect - and floors fairly even. The house is
roofed with patent shingles. There are three rooms downstairs
and three rooms up. The plaster is poor throughout being held
in place by the paper. Plumbing fixtures consists of a sink
in the pantry - a sink upstairs in what was evidently the
original bathroom - and separate toilet. There are no bath or
basin. It is all old and piping in the kitchen is exposed.
The wiring in the front hall is open. Attached to the house is
a back porch and storage or wood shed 8 x 14 feet. There is an
old shed, of no value, on the rear of the lot. The windows are
all loose and require re-puttying and rehanging.

In my opinion a fair value is \$1400.00.

Yours faithfully,
Loewen and Harvey, Limited.

A. Roy Harvey
Director.

ARH/F

This Indenture

Made the 24th day of April in the year of our

Lord one thousand nine hundred and forty-four (1944);

In Pursuance of the "Short form of Deeds Act"

Between

WINSLOW DAVID GILLESPIE (Barrister) of 612 Vancouver
Block, in the City of Vancouver, Province
of British Columbia,

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

(hereinafter called the "Grantor")

AND

NOBUJI SHIMADA (merchant) formerly of 357 East Cordova
Street, and now care of The Custodian, 506 Royal
Bank Building, in the said City of Vancouver;

(hereinafter called the "Grantee")

Witnesseth, that, in consideration of fifteen hundred dollars (\$1500.00)-----

Dollar 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, Doth 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

City of Vancouver, Province of British Columbia, and known
and described as Lot twenty-nine (29), in Block fifty-five
(55), in District Lot one hundred and ninety six (196),
Group one, New Westminster District, according to the
registered map or plan of the same deposited in the Land
Registry Office at the said City of Vancouver and
numbered 196;

7

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.

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 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

Street Address

City or Town

Occupation of Witness

Helen Trotter
603 Vancouver Bldg.
Vancouver B.C.
Singer

W. S. Sweeney

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

I,
of
make oath and say:

of the
, in the Province of British Columbia,

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

Sworn before me at
in the Province of British Columbia, this
day of , 194

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

FOR MAKER (INCLUDING MARRIED WOMEN)

I Herby Certify that, on the 24th day of April, 194, at
City of Vancouver, in the Province of British Columbia,
Winston David Gillespie, who is) personally known to me, appeared
before me and acknowledged to me that he is the person mentioned in the annexed Instrument as
the maker thereof, and whose name is subscribed thereto as part, that he know the
contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at City of Vancouver in the Province of
British Columbia, this 24th day of April, 194, four
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.

13th Ave 1
For file 11291

This Agreement,

made in duplicate this

17th

day of April

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

BETWEEN

WISLON DAVID GILLERIE (Barrister),
of 612 Vancouver Block, in the
City of Vancouver, Province of
British Columbia.

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part
AND

ROBUJE SHIMADA (Merchant),
of 357 East Cordova Street, in
the said City of Vancouver.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia, and known and described as Lot twenty-nine (29), in Block fifty-five (55), in District Lot One hundred and ninety-six (196), Group one, New Westminster District, according to the registered map or plan of the same deposited in the Land Registry Office and numbered 196.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of ~~Fifteen Hundred (\$1500.00)~~ Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ~~Five Hundred (\$500.00)~~ Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of Twenty-five (\$25.00) on the 1st day of June, 1941, and the sum of twenty-five (\$25.00) dollars on the first day of each and every month following until the said purchase price and the interest as hereinafter mentioned are fully paid, and the said monthly payments are to be applied first on payment of interest as hereinafter provided and the balance on the said purchase price

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Six (6%) per cent ~~per annum~~, payable as hereinafter provided on the balance of the purchase money owing from time to time, and calculated from the 1st day of May, 1941.

Now it is hereby agreed by the parties hereto, in the manner following, that is to say: THE PURCHASER DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, hereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except taxes from the 1st day of May, 1941, and subject to the existing tenancy in favour of K. Oseki.

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default is made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Robt. Shindler, Esq.,
557 East Gordon Street,
Tunbridge Wells, Kent.

or at such other address as the Purchaser shall specify in writing to the Vendor.
Provided the purchaser may pay the balance of the said purchase price or any part of the same from time to time in larger payments than as herein provided.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness

Street Address

City

Occupation

cost book parties

FOR ATTORNEY

I Herby Certify that, on the

day of

194

at

in the Province of British Columbia,

(whose identity

who is)

has been proved by the evidence on oath of

personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name

of

to the annexed instrument as the maker thereof, that the said

is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and

that he, the said

instrument, and subscribed the name of the said

as the free act and deed of the said

attorney which has not been revoked.

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

at

British Columbia, this

day of

in the Province 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.

Acknowledgment of Officer of a Corporation

I Herby Certify that, on the

day of

194

at

in the Province of British Columbia,

(whose identity has been proved by the evidence on

who is) personally known to me,

of

oath of

appeared before me and acknowledged to me that he is the

who subscribed his name to the annexed Instrument as

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 affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

at

British Columbia, this

day of

in the Province 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.

C O P Y

This Agreement made this 14th day of May, A.D. 1942

BETWEEN

NOBUJIE SHIMADA (merchant) of 612 Vancouver Block, in the City of Vancouver, British Columbia,

Hereinafter called the "Vendor" of the first part;

AND

GEORGE WEINBORN (merchant) of 710 West Pender Street, in the City of Vancouver,

Hereinafter called the "Purchaser" of the second part;

WHEREAS the Vendor is the owner of the Merchandise and store fixtures situate in the store premises at 710 West Pender Street, in the said City of Vancouver, and has authorized his wife as his agent to enter into this agreement on his behalf.

WITNESSETH that in consideration of the premises and of the mutual terms and provisions herein contained, the parties hereto covenant and agree as follows:-

1. The Vendor does hereby sell and deliver to the Purchaser the merchandise consisting of tobaccos, ^{chocolates,} gums, / chocolate bars, at present situate in the said store premises at 710 West Pender Street, in the City of Vancouver, for the sum of \$101.35, which amount shall be paid as follows:-

The sum of \$75.92 to E.A. Morris Limited, being the balance owing by the Vendor to the said E.A. Morris Limited.

The sum of \$25.43 to W.D. Gillespie, Solicitor for the Vendor.

2. The Vendor does hereby rent and lease to the Purchaser the store fixtures at present situate in the store premises at 710 West Pender Street, in the City of Vancouver, described as follows:-

Electric refrigerator fountain mfgd. by Terminal Sheet Metal Works Ltd. (which has a loose plate and broken fruit container)

Back bar to fountain, containing glass mirror.

Glass show case 5 ft. long;
Glass show case 9 ft. long;
Display shelving 12 ft. long;
Dayton Scales (5 lbs) no. 518469;
National cash register no. 2541092;
One hole gas plate;
Two electric milk shakers (Hamilton Beach)
numbered 875455 and 34199-A;
Electric orange squeezer;
Small glass chocolate case 9"x 18";
One dozen tin chocolate trays;
Two ice cream scoops;
39 ice glasses;
Wall clock;

3. The Purchaser agrees to pay to the Vendor the sum of Ten dollars (\$10.00) a month as rent for the said store fixtures, as mentioned in the last preceding paragraph, in advance, commencing with the 14th day of May, 1942, and at the termination of this lease the Purchaser agrees to return the said store fixtures to the Vendor, in good condition subject to reasonable wear and tear for the use of same

4. Either party hereto may cancel the lease of the said store fixtures on giving to the other party 30 days notice in writing addressed to him at his address as above mentioned, and at the expiration of the said 30 days the Vendor shall remove the said store fixtures from the store premises of the purchaser; provided that the Purchaser may remove the said store fixtures to other premises in the said City of Vancouver, upon first giving notice in writing of the same to the Vendor at 612 Vancouver Block, Vancouver, B. C. prior to such fixtures being removed.

5. The said rental of \$10.00 a month for the said store fixtures shall be paid to Mr. W.D. Gillespie, Solicitor, 612 Vancouver Block, Vancouver, B.C. on behalf of the Vendor.

6. It is understood and agreed that the said store fixtures shall remain the property of the Vendor and that the Purchaser shall only have the right to lease the same on the terms herein contained.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at the time and place first above mentioned.

SIGNED SEALED and DELIVERED ;
in the presence of;

"W.D. Gillespie"

Nobuie Shimada
Per his wife and Agent Seal
"C. Shimada"

"George Weinborn" Seal

W. D. Gillespie

Barrister-at-Law
Solicitor, Etc.

TELEPHONE BRANCH 1022

Office
612 Vancouver Block
Vancouver, B.C.

April 24th, 1944.

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

EVACUATION SECTION

Rec'd APR 25 1944

File No. 11291

Ans.

Referred

Dear Sir,

Re: Your file # 11291,
Lot 29, Blk 55, D.L. 196,
Group 1, N.W.D. plan 196;

As requested by your Mr. Cramer, the balance owing by N. Shimada to me under Agreement for Sale for the purchase by him of the above property, also known as 357 East Cordova St. Vancouver, is made up as follows:-

Balance owing for principal	\$475.00
Interest from Jan. 30th, to April 30th, 1944, at 6% per annum	7.10
To cost of preparation of Deed as provided in Agreement for Sale	5.00
Balance payable	<u>\$487.10</u>

This property is registered in my name free of encumbrances, subject only to the Agreement for Sale in favour of N. Shimada, and the Certificate of Title in my name is on file in the Land Registry Office, Vancouver,

I have now prepared a Deed myself to N. Shimada, which I shall be pleased to deliver on payment of the above amount.

Yours truly

WDG.

W. D. Gillespie

11890

W. D. Gillespie
Barrister at Law
Solicitor, Etc.

TELEPHONE MARINE 1022

Office
612 Vancouver Block
Vancouver, B.C.

January 26th, 1944.

The Custodian of Japanese Property
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir,

Re Shimada, Nobuji,
Lot 29, Blk 55, D.L. 196

RECEIVED
REC'D JAN 27 1944
FILED 11291
Referred [Signature]

I sold the above property to the above Japanese
under Agreement for Sale, and under the terms of this
Agreement, the purchase money is all overdue.

If possible, I wish you could have this property
sold, which should now sell at a fair price, so that the
balance of the purchase money could be paid to me, as I
should not be required to wait indefinitely for my money.

I will also be obliged if you will remit to me
whatever moneys you have on hand from the rents.

Yours truly

[Signature]

WDG.

1943 Top Floor 15706

11291

27th October, 1943

Messrs. Parsons, Brown Limited,
404 West Hastings Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 52,
357 E. Cordova Street

Further to your letter of the 22nd of October and our reply of the same date in which you advise that your client is prepared to revise his former bid and now offers to purchase the above property for the sum of \$1300.00, this is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for \$1300.00, the full amount of the purchase price on this property.

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the purchaser is a British subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you after which the documents will be submitted for registration.

The tenant will then be advised that the property has been sold, subject to the existing tenancy, and your client will then be in a position to assume control of this property.

Yours truly,

34
F.G. Shears,
Director.

FCS/AN

W. D. GILLESPIE

ATTORNEY AT LAW
SOLICITOR, ETC.

TELEPHONE MARINE 1622

R OCT 5 1942 D

OFFICE:
612 VANCOUVER BLOCK
VANCOUVER, B.C.

October 2nd 1942.

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

Attention Mr. D.A.Cramer.

Dear Sir,

Re Nobuo Shimada - your file 11291.

I have received your letter of the 2nd inst. and note contents. As requested by Your Mr. Cramer, I enclose herewith statement of payments by the above Japanese made to me, under his Agreement for Sale dated the 17th of April, 1941, with the respective amounts credited to interest and principal, showing a balance owing as of October 1st 1942, of \$749.06.

Under the terms of this Agreement for Sale this Japanese agreed to pay the taxes on this property, and I trust you will be able to pay these taxes by the end of this year.

In the event this Japanese remits any money to me for this property, I will send the same to you, and then you will be responsible to me for all payments made under this Agreement for Sale, and you will have a record of the same.

Yours truly,

WDGD.

W.D. Gillespie

Vancouver, B. C.

October 1st 1942.

Statement of moneys paid with interest calculated
to date under Agreement for Sale, dated April 17th, 1941,
by W. B. Gillespie to Nobujo Shimada.

357 East Linden St. - Vancouver

1941				
Apl. 17,	To sale price	\$1500.00		
	By cash payment	500.00	<i>Int Due 14 Apr</i>	<i>757.02</i>
		1000.00		<i>786</i>
June 1,	To interest 6%	7.21	<i>Dec 22 Aug</i>	<i>25 892</i>
		1007.21		<i>5556</i>
	By payment	25.00	<i>Int Apr 18</i>	<i>699.01</i>
		982.21		<i>17</i>
July 1,	To interest 6%	4.91	<i>18 Apr 25</i>	<i>782.06</i>
		987.12		<i>89</i>
	By payment	25.00		<i>624.06</i>
		962.12	<i>Int Aug 21/25</i>	<i>10.62</i>
Aug. 1,	To interest 6%	4.81		<i>634.68</i>
		966.93	<i>18 Aug 21</i>	<i>57.61</i>
	By payment	25.00		<i>595.09</i>
		941.93	<i>Int Jan 18</i>	<i>17.25</i>
Sep. 1,	To interest 6%	4.71		<i>578.35</i>
		946.64	<i>Int Jan 21/25</i>	<i>114.25</i>
	By payment	25.00		<i>475.02</i>
		921.64		
Oct. 1,	To interest 6%	4.60		
		926.24		
	By payment	25.00		
		901.24		
Nov. 1,	To interest 6%	4.51		
		905.75		
	By payment	25.00		
		880.75		
Dec. 1,	To interest 6%	4.40		
		885.15		
	By payment	25.00		
		860.15		
1942				
Jan. 1,	To interest 6%	4.30		
		864.45		
	By payment	25.00		
		839.45		
Feb. 1,	To interest 6%	4.20		
		843.65		
	By payment	25.00		
		818.65		
Mar. 1,	To interest 6%	4.09		
		922.74		
	By payment	25.00		
		797.74		
Apr. 1,	To interest 6%	3.99		
		801.73		
	By payment	25.00		
		776.73		
May 1,	To interest 6%	3.88		
		780.61		
	By payment	25.00		
		755.61		
June 1,	To interest 6%	3.77		
		759.38		
	By payment	25.00		
		734.38		
Oct. 1,	To interest 6%	14.68		
Oct. 1,	Balance owing	749.06		

Certified correct.

W. B. Gillespie

Principal

WILLARD'S AUCTION ROOM
1047 Seymour St. Phone MA 5542

1047 Seymour St.,
Vancouver, B. C.
June 20th., 1944.

The Office of
The Custodian of Alien Property,
Room 506, Royal Bank Bldg.,
Vancouver, B. C.

ATTENTION MR. MILSON.

Dear Sir:-

At the request of your Mr. Smith, I went to the house at
710 West Pender St. in the City of Vancouver, to-day (June 20th.)
and valuated some goods there.
The following is a list of the goods and my valuation of the
same.

- | | |
|---|---------------|
| 1. One electric refrigerator fountain and four stools, mfgd.
by Terminal Sheet Metal Works Ltd., (which has a loose
plate and broken fruit container) | \$400.00 |
| 2. Back bar to fountain, containing glass mirror | 40.00 |
| 3. Glass show case, 5ft. long (Broken) | 10.00 |
| 4. Glass show case, 9ft. long (loose glass) | 20.00 |
| 5. Display shelving, 12ft long | 4.00 |
| 6. Dayton scales (5lbs.) No. 518469 | 18.00 |
| 7. National cash register No. 2541092 | 25.00 |
| 8. One hole gas plate (No value) | |
| 9. Two electric milk shakers (Hamilton Beach)
No. 675455
No. 34199-A (Scrap) | 25.00
1.00 |
| 10. Electric Orange squeezer (Sun Kist) | 15.00 |
| 11. Small glass chocolate case 9" X 13" | 1.00 |
| 12. One dozen tin chocolate trays | 2.00 |
| 13. Two ice cream scoops | 2.00 |
| 14. 39 ice glasses | 2.90 |
| 15. Wall clock | 10.00 |

Yours Very truly,

W. G. WILLARD, AUCTIONEER.

575 70

WILLARD'S AUCTION ROOM
1047 Seymour St. Phone MA 5542

1047 Seymour St.,
Vancouver, B. C.
June 20th., 1944.

The Office of
The Custodian of Alien Property,
Room 506, Royal Bank of Canada Bldg.,
Vancouver, B. C.

ATTENTION MR. MILSON.

Dear Sir:-

Re article No. 1 -Electric Refrigerator fountain mfgd. by
Terminal Sheet Metal Works Ltd., in checking this article I
have ascertained that it will be necessary to spend from
\$75.00 to \$100.00 to put this machine in first class shape.
The motor works continually at present and there are several
leaks in the containers.

Article No. 3 - You will note that this show case is
broken.

Article No. 8 - The one-hole gas plate has no value,
being broken.

Article No. 9- One of the milk shakers is definately
unfit for use, hence the low valuation.

Yours very truly,

W. G. WILLARD, VALUATOR.

W. G. Willard

710 West Pender St.,
Vancouver, B. C.

June 17th, 1944

11291

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

Dear Sirs:

In connection with the Agreement made
between Nobuji SHIMADA and myself dated the 14th
day of May 1942, I have today made the payment due
on June 14th to your agents, the Administration
Trust Company, and herewith give you notice that
I intend to give up the Lease on the chattels
30 days from June 14th.

Yours truly,

George Weinborn

George Weinborn

Administration and Trust Company

British Columbia Division

Executors, Administrators,

Trustees

Financial Agents

Rentals - Real Estate

Insurance

Fire, Casualty, Automobile

Water Glass, Bonds

General Agents

The Liverpool, Manchester & London Assurance Company

The General Security Ins. Co. of Canada

Credit Foncier Building

404 Hornby Street

Vancouver, B.C.

April 18, 1944.

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

Dear Sirs:

re: M. Shimada - # 11291

By Agreement, dated 14th of May, 1942, Mr. Shimada leased the store fixtures in the premises at 710 W. Pender to Mr. George Weinborn on a monthly tenancy at the rent of \$ 10.00 per month.

Mr. Weinborn would like to know if these fixtures are for sale and if an offer for same would have to be submitted through your office. It appears someone informed him that any sale of these fixtures would have to be arranged through Mr. Shimada and is such is the case we would like to know where we can get in touch with him.

Yours very truly,

ADMINISTRATION AND TRUST COMPANY

Per: *H. Jackson*

SECTION	
APR 19 1944	
11291	
Aus	<i>[Signature]</i>
Referred	<i>[Signature]</i>

out to [Signature]

GJ/S.

ILLESPIE

REGISTERED AT-LAW
SOLICITOR, ETC.

Duplicate

TELEPHONE MARINE 1622

OFFICES:
812 VANCOUVER BLOCK
VANCOUVER, B.C.

September 15th 1942.

Administration & Trust Co.
404 Hornby St.
Vancouver, B. C.

Attention Mr. Miller.

Dear Sirs,

Re Nobujo Shimada -
Re his store at 710 W. Pender St.

This Japanese formerly had a small store at the above address, and on May 14th 1942, he sold the merchandise on hand to George Weinborn and rented these fixtures to Mr. Weinborn for \$10.00 a month.

I enclose original agreement dated the 14th of May, 1942, between these parties, which sets out this transaction, and it is necessary that you hold this agreement in your office on behalf of Nobujo Shimada, and if necessary you can send a copy of the same to the Custodian.

Mr. Weinborn has been paying these rents in my office up to this date, and I enclose copy of letter to him advising him to pay all future rents to you on behalf of Nobujo Shimada, and you can account for the same to the Custodian.

I also enclose my account to date for legal services rendered, showing a balance of \$14.43 which I have on hand to the credit of this Japanese, and I enclose herewith my cheque for the same, for which you can account to the custodian.

I suggest you forward to the Custodian a copy of the enclosed agreement dated the 14th of May, 1942, between this Japanese and Geo. Weinborn, then the Custodian will have details of the store fixtures belonging to this Japanese.

I trust you will find this in order.

Yours truly,

W.D.D.

W.D.D.

11291

REGISTERED.

April 9th, 1946.

Mr. Nobuji SHIMADA,
Reg. No. 08872,
71 Jackson Street,
Hamilton, Ontario.

Dear Sir:-

We are in receipt of your letter of the 26th ultimo acknowledging receipt of statements regarding your account, and requesting balance of your funds in our hands.

Preliminary to our complying with your request, we have reviewed your file and are submitting a brief report of your affairs that have vested in the Custodian.

In your registration of December 6th, 1942, you declared ownership in property at 357 East Cordova Street, Vancouver, B.C. This property you had purchased under an Agreement for Sale from W.D. Gillespie in 1941, and still owed him a balance which was paid in due course from funds derived from sale of the property.

In the statement to which you refer all funds received and disbursements made by the Custodian were recorded and we assume, revealed to you complete details of all proceeds derived from rentals of property, rental of fixtures, net from sale of property and sale of chattels.

We are enclosing to you herewith our cheque for \$428.45 to your order, which represents your entire balance on our books.

In the foregoing, and in the previous statements to you, it would appear that we have accounted for everything left by you in the Protected Area of British Columbia that vested in the Custodian.

In order that you may confirm the foregoing and acknowledge receipt of the within cheque, we are enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

BHD/DD.
Enc. 2.

 B.R. Disenbury,
Administration Department.

11291
Administration and Trust Company

British Columbia Division

Executors, Administrators,

Trustees

Financial Agents

Rentals-Real Estate

- Insurance -

Fire, Casualty, Automobile

Water Glass, Bonds

General Agents

The Liverpool & Manchester Assurance Company

The General Security Ins. Co. of Canada

DEC 30 1942

Credit Foncier Building
404 Hornby Street

Vancouver, B.C.

December 30, 1942.

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

Dear Sir:

Re Nobuji Shimada Reg. #08872
File No. A/3 - 11291

We beg to acknowledge receipt
of your letter of the 21st instant, with
reference to the above noted Japanese.

The property at 357 Cordova
Street East, was placed in our hands for
management by Mrs. Shimada after her husband
was evacuated. The house was then occupied
by Japanese tenants and when they were evacuated
was rented to Mr. Mike Palanio, from September
15, 1942, at a rental of \$25.00 per month. Monthly
remittances have been made to G. W. McPherson,
Deputy Custodian on the forms supplied by your
department.

The rent of the store fixtures at
710 Pender St. West, leased to George Weinborn,
was left in the hands of Mr. W. D. Gillespie, 612
Vancouver Block and the collection was turned over
to us in September. A copy of Mr. Gillespie's
statement, together with a copy of the Lease, was
forwarded to your department. Previous communica-
tions from your office have been signed by Mr. P.
Douet, Administration Department.

The property at 357 Cordova St. East,
was purchased on Agreement for Sale from Mr. W. D.

11/1/43

Office of the Custodian

2.

Gillespie, Barrister, 612 Vancouver Block, who will furnish you with the amount owing, if he has not already filed his claim. Due to the loss of Certificate of Title at the time of the purchase, Mr. Shimada's Agreement was not registered. We understand that Mr. Gillespie obtained a new Title and the Agreement can be registered at any time.

We are enclosing the original Agreement for Sale, unregistered, together with copy, which will no doubt be required by your Title Examiner and would ask you to pass this on to the proper department.

If further particulars are required, kindly let us know.

Yours truly,

ADMINISTRATION AND TRUST COMPANY,

Per. *J. Jackson*

GJ/C

Encl.

4/12/37

11291

August 17, 1942.

Mr. Nobuji Shimada,
Registration No. 08872,
New Denver, B. C.

Dear Sir:

We wrote to you on the 28th of July at Tete
Jaune, Cache, B. C. as follows:

"We cannot trace that you have registered with the
Custodian and we are, therefore, enclosing registration
forms in triplicate, and shall be glad if you will have
these duly filled in and witnessed by one of the officials
of your camp.

"Please return two copies of the registration
form to this office in the enclosed stamped and addressed
envelope and retain one copy for your own records. Your
prompt attention to the above will be appreciated."

Apparently our letter did not reach you, and as
we now understand that you have been moved to New Denver,
we shall be glad if you will complete the forms enclosed,
returning two copies to this office as promptly as
possible.

Yours truly,

F. G. Shears,
Assistant Manager.

~~SECRET~~

Enclosures 4

11291
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
August 14th, 1944

G. W. McPherson, Esq.,
Executive Assistant to the
Secretary of State of Canada,
Victoria Bldg., 7 O'Connor Street,
Ottawa, Ontario

Re: Nobuji SHIMADA #08872

Dear Mr. McPherson:

Attached hereto please find Bill of Sale, in triplicate,
for execution by the Assistant Deputy Custodian. This relates to the
equipment situated at 710 West Pender Street sold to George Weinborn
for the sum of \$600.00, which said sum has been received.

The chattels included in the Bill of Sale were appraised by
Mr. W. G. Willard, Auctioneer and Appraiser, who fixed the Valuation
at \$575.90.

The sale was duly approved by the Advisory Board on the 28th
of June, 1944, but it was not possible to obtain the Grantee's signature
until a few days ago. These goods are in the possession of the Grantee
and his Solicitor has advised that the Bill of Sale will not be registered
and therefore an Affidavit of Execution is not required.

Will you please have the enclosed signed by the Assistant
Deputy Custodian and return same to us at your early convenience.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF
Attach.

TRANSFER AND CONSENT

Company Imperial Insurance Office

Agency

Date of Expiry November 13, 1946

Policy No. 451620

Name of Insured Secretary of State of Canada, acting in his capacity as Custodian.

FOR VALUE RECEIVED, We hereby transfer, assign and set over unto

CHANG YET LEONG

of 147 Keefer Street, Vancouver, B. C.
Purchaser of the Property.

the Insert on this line—The Purchaser of the Property—The Mortgage of the Property—As Collateral Security—as the case may be.
all OUR right, title and interest in this Policy of Insurance and all advantages to be derived therefrom.

Witness OUR hand and seal at Vancouver, B.C. this 2nd day of May 1944

Signed ~~WILLIAM H. HARRIS~~ in the presence of

For and on behalf of The Secretary of State of Canada,
acting in his capacity as Custodian of Enemy Property.

By *Wm. H. Harris*

The IMPERIAL INSURANCE OFFICE

(Insert Name of Company)

hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon; it being understood that if the Assignment be made in favor of a Mortgage, or for collateral security, the insurance under said Policy shall continue in the name of the Insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.



Dated at

Vancouver B.C.

B. C. Standard Form
No. 101 (June, 1935)
10M-11-43.

3rd May 44

Administration and Trust Company

404 HORNBY STREET,

Vancouver, B. C.

Tel. Pacific 5431 Agent.

11291
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
April 28th, 1944

Messrs. Macaulay, Nicolls, Maitland & Co. Ltd.,
435 Howe Street,
Vancouver, B. C.

Attention: Mr. Carroll

Re: Catalogue No. 52,
337 East Cordova Street

Gentlemen:

In reply to your letter of the 20th instant, we regret that we are unable to comply with your client's, Mr. Chang Yet Leong's request that we cancel the sale to him of the above noted property.

The documents covering this sale have been returned from Ottawa duly executed, and it is our intention to proceed with the registration of the title in your client's name.

This property is rented month to month to Mr. A. L. Abrahamson at \$25.00 monthly, and the rent is paid to the fifteenth instant.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JF

Macaulay, Nicolls, Maitland & Co. Ltd.
Insurance, Financial and Estate Agents

IN REPLYING TO THIS LETTER
PLEASE REFER TO

Custodian—Leong

PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

*435 Howe Street
Vancouver, B.C.*

CABLE ADDRESS "MACNIC"
PACIFIC 4111

April 20th, 1944.

Dept. of Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
675 West Hastings St.,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue # 52
357 East Cordova St.

We have received an application from
Mr. Chang Yet Leong to cancel his offer to
purchase the above property.

The purchase price of \$1,300.00 was
forwarded to you by ourselves on March 23rd and,
no doubt, conveyance of the property will soon
be received from Ottawa which may have some bearing
on whether or not the sale can be cancelled.
The reason given for desiring to cancel the purchase
is the length of time required before possession
can be obtained, but the purchase price was not
paid by the purchaser in sufficient time to complete
the sale and give the effective six month's notice
to vacate. It appears that the tenant's rental
date is the 15th of the month so that we would
have had to have been in a position to give notice
prior to March 15th, which was before the sale was
made.

However, we have no objection to the
cancellation of the sale and will forego any claim
to commission should you decide to accede to
Mr. Leong's request.

Your decision at an early date would be
appreciated.

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per *[Signature]*

CC/GM

EVACUATION SECTION	
Rec'd	APR 20 1944
File No.	11 271
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>

HARROP

11291

23rd March, 1944.

Messrs. Macaulay, Nicolls, Maitland & Co., Ltd.,
435 Howe Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 52
327 East Cordova St.

This will acknowledge receipt of your letter of the 18th March in which you advise us that your client is prepared to revise his former bid and now offers to purchase the above property for the sum of \$1,300.00.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for \$1,300.00, the full amount of the purchase price on this property.

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the purchaser is a British subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you after which the documents will be submitted for registration.

The tenant will then be advised that the property has been sold, subject to the existing tenancy and your client will then be in a position to assume control of this property.

Yours truly,

F. G. Shears,
Director.

FBI

11791

~~REGISTERED~~

7th October, 1943.

Messrs. Parsons, Brown Limited,
404 West Hastings Street,
Vancouver, B.C.

Dear Sirs

Re: Catalogue No. 52
377 East Cordova St.

Your letter of the 4th instant written on behalf of Mike Mojora enclosing cheque for \$110.00 and offer to purchase the above property for the sum of \$1,100.00 has been received and considered.

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

This property has been independently appraised and the Custodian will not be interested in any sum less than \$1,400.00.

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

It will not be necessary to send any deposit until we advise you whether your revised bid will be recommended for acceptance.

Yours truly,

F. G. Shears,
Director.

FMH

encl.

3

C
O
P
Y

11-91

Loewen & Harvey, Limited.

7th September, 1943

Department of The Secretary of State
Office of the Custodian,
(Japanese Evacuation Section)
506 Royal Bank Building,
Hastings & Granville Streets,
Vancouver, B. C.

Dear Sir:

Re: Lot 29, Block 55, District Lot 196,
357 E. Cordova St., - Catalogue No. 52.

I have examined the property stated above and report as follows:

The lot is 25 x 122 feet slightly above street level at the front and sloping to a 20 foot lane at the back.

On this there is an old six room house without basement. The foundation is cement and stone blocks - with wood posts. It was impossible to see the condition of the posts - but the house is erect - and floors fairly even. The house is roofed with patent shingles. There are three rooms downstairs and three rooms up. The plaster is poor throughout being held in place by the paper. Plumbing fixtures consists of a sink in the pantry - a sink upstairs in what was evidently the original bathroom - and separate toilet. There are no bath or basin. It is all old and piping in the kitchen is exposed. The wiring in the front hall is open. Attached to the house is a back porch and storage or wood shed 8 x 14 feet. There is an old shed, of no value, on the rear of the lot. The windows are all loose and require re-puttying and rehanging.

In my opinion a fair value is \$1400.00.

Yours faithfully,

Loewen and Harvey, Limited.

"A. Rout Harvey"

Director.

ARR/T
AS

11291

December 22, 1942

W. D. Gillespie, Esq.,
Barrister-At-Law,
612 Vancouver Block,
Vancouver, B. C.

Dear Sir:

Re: SHIMADA, Nobuji
Lot 29, Block 55, D.L. 196,
357 East Cordova Street.

Herewith our cheque for \$59.86 in your
favour covering the following:

Payment on a/c	\$50.00
Interest to	
Dec. 18/42	<u>9.86</u>
Total	<u><u>\$59.86</u></u>

Kindly acknowledge.

Yours truly,

G. D. Milson
Administration Department

~~BRD/GH~~
Enc.

11291

December 18, 1942

Mr. W. D. Gillespie,
Barrister-At-Law,
612 Vancouver Block,
Vancouver, B. C.

Dear Sir:

Re: SHIMADA, Nobuji

We are in receipt of a letter from a nephew of Nobuji Shimada in connection with the property at 357 East Cordova Street. We quote from this letter as follows:

"Mr. Gillespie claims that you are collecting the rent but will not make the payments. If this is the case, he has warned us that he will take possession of the house, he has written me and has allowed my uncle till 15th of this month for the payment."

In this connection we would refer you to the Consolidated Regulations Respecting Trading with the Enemy (1939), Section 51:

"No property vested in the Custodian shall be forfeited for default in doing any act or making any payment in respect thereof, or attached, seized or taken under any legal process or any distress, or foreclosed, or sold under any mortgage, lien, pledge or charge, or sold for any tax or assessment."

and that no action can be taken in this connection without the Custodian's permission.

Yours truly,

GDM:GH

G. D. Milson
Administration Department

W. D. GILLESPIE

BARRISTER-AT-LAW
SOLICITOR. ETC.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 24 1942

Hauch
TELEPHONE MARINE 1022

OFFICES:
612 VANCOUVER BLOCK
VANCOUVER, B.C.

Nov. 23rd 1942.

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

Attention Mr. Cramer.

Dear Sir,

Re 357 E. Cordova St. property
Your file 11291.

The balance of \$20.28 for the 1942 taxes has not yet been paid, and as you have money on hand this amount should be paid.

On Dec. 1st 1942, there will be \$150.00 over due on the payments on the purchase price of this property, and if these arrears cannot be paid and the future payments made as they fall due, then I shall have to commence foreclosure proceedings and have the purchase agreement cancelled.

I have written to Mr. Ken M. Shimada, C/o Bridge River Hotel, Shalalth, B.C. a nephew of the purchaser who looks after his Uncle's affairs, advising of the above facts, who I understand corresponds with Nobujo Shimada the purchaser.

I shall let this matter stand in abeyance until the end of the month before taking legal action.

Yours truly,

WDGD.

W.D. Gillespie
in July/1942
handwritten
C 925 mlt

11291
W. D. GILLESPIE

BARRISTER-AT-LAW
SOLICITOR, ETC.

OFFICES:
612 VANCOUVER BLOCK
VANCOUVER, B.C.

Sept. 28th 1942.

CRANER
TELEPHONE MARINE 1622
OFFICE OF THE ATTORNEY
GENERAL
JAPANESE
RECEIVED
SEP 29 1942

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

Attention Mr. D.A. Craner.

Dear Sir,

Re Nobuo Shimada.

I have received your letter of the 26th inst. and as therein requested, I enclose herewith a certified copy of the Agreement for Sale dated the 17th of April, 1941 from myself to the above Japanese.

The payments made by the Purchaser under this Agreement amount to \$825.00, as endorsed on the back of the Agreement, and you will notice the payments under this agreement, are in arrear since July 1st, 1942.

The Purchaser is obligated to pay the taxes by the end of this year, and if he fails to do so, then the Vendor will be entitled to pay the same and add them to the balance of purchase money owing.

Kindly advise me whether you will be able to pay the arrears under this agreement, and also pay the taxes, for if these payments were not made, the Agreement for Sale would eventually be foreclosed.

Yours truly,

WDGD.

W.D. Gillespie

Catalogue No. 52
File No. 11291
357 East Cordova Street
29/55/196

Receipt of Certificate of Title No. 101690-L is by me hereby acknowledged
and I agree that all adjustments and incidents in connection with the sale
to me of property covered by the said certificate have been settled.
Receipt is also acknowledged of Imperial Insurance Office policy No. 451620
which has been assigned to me.

Dated at Vancouver, B. C., this 30th day of May, 1944.

Chang Heong.

March 29th, 1944.

REAL PROPERTY MEMORANDUM

FILE NO: 11291

NAME: Nobuji SHIMADA

CATALOGUE NO: 52

RE: 357 East Cordova Street, Vancouver, B. C.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Lot 29, Block 55,
District Lot 196, Group 1, New
Westminster District, Plan 196.

Encumbrances: Unregistered Agreement for Sale from
Winalow David Gillespie. Balance
owing of \$475.00 to be paid from
proceeds of sale.

Taxes: 1943 taxes of \$51.24 paid. No arrears.

Vested: No. 35384

VALUATION BY APPRAISER: \$1400.00

AMOUNT OF BID: \$1300.00

APPROVED BY ADVISORY COMMITTEE: March 22nd, 1944.

AMOUNT RECEIVED BY CUSTODIAN: \$1300.00

NAME OF PURCHASER: Chang Yet Leong

KWW/W

K. W. WRIGHT

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 11291

NAME: SHIMADA Nobuji

DATE ADVERTISED:
(or other information)

APPRAISER'S NAME: W. G. WILLARD

VALUATION: \$575.90

PURCHASE PRICE: \$400.00

COMMITTEE'S APPROVAL:

PURCHASER'S FULL NAME: GEORGE WEINBERG

ADDRESS: 710 W. Pender Street

OCCUPATION: Merchant

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

YES

NO

Copy on file
Paid in full

ENCUMBRANCES, IF ANY: _____

LIST OF CHATTELS SOLD:

Electric refrigerator fountain and chattels
all as set forth in the Bill of Sale.

File No. 11291

April 8th, 1946

-- SUMMARY --

-- PERSONAL PROPERTY --

Reg. No. 08872

Nobuji SHIMADA
Reg. No. 08872

CHATELS:

According to copy of agreement May 14, 1942, SHIMADA to George Weinborn, on file all merchandise in the premises at 710 West Pender Street, Vancouver, belonging to SHIMADA was sold to Weinborn payable as indicated in said agreement. The Store fixtures as enumerated in the agreement, at that address were rented to Weinborn at \$10.00 per month from May 14th, 1942. The Lease of these Chattels was surrendered as of July 14th, 1944. The Chattels were sold to Weinborn at an agreed price of \$600.00 which was in excess of appraisal value of \$575.90. Funds derived from sale were received by Custodian as July 8, 1944 and credited to the account of SHIMADA.

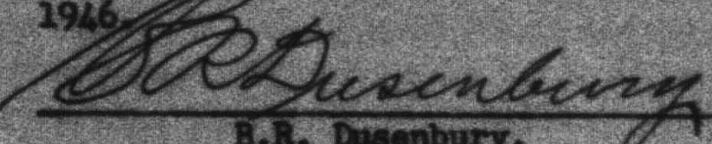
This concluded the transactions in respect to merchandise and other chattels of SHIMADA.

SPECIFIED
ARTICLES:

There are no Cameras, Radios, Fire Arms or vessels revealed in registration or the file.

No other Personal Property is revealed on this file.

The above Summary is certified to be in
accordance with the information on file April 8th,
1946.


B.R. Dusenbury,
Administration Department.

-- SUMMARY --

April 8th, 1946.

File No. 11291

-- GENERAL --

Nobuji SHIMADA,
Reg. No. 00872

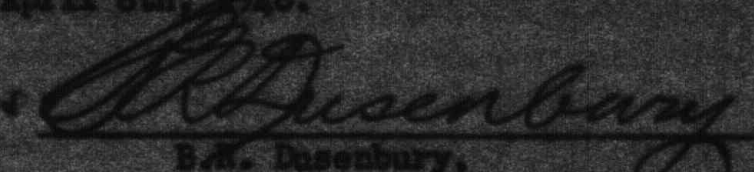
In his registration dated December 6th 1942 SHIMADA declared property at 357 East Cordova Street on which was an old 6 Room dwelling. The legal description of these premises is Lot 29, Block 35, District Lot 196, Plan 196, Vancouver, B.C. SHIMADA held this property under an agreement for sale from Winslow David Gillespie dated April 17, 1941 - copy on file. This agreement was not registered in the Land Registry office, Vancouver, and accordingly the records there show the title in the name of above named Gillespie. The management of the property was in the hands of the Administration and Trust Company, Agents, with the approval of this office. Rentals of the premises were received from them and credited to the account of SHIMADA until such time as the property was sold in March 1944.

The balance of Agreement for Sale Gillespie to SHIMADA was paid as of April 26th, 1944 and a deed from Gillespie to SHIMADA to the property was received by the Custodian, which same is on file. This cleared the title for delivery to Chang Yee Leong, the purchaser of the property. SHIMADA was advised of the sale on May 31st, 1944 and subsequently was forwarded a General statement, together with Statement of sale, showing the balance standing to his credit as \$1447.72. This amount had been reduced by remittance of \$1,000.00 and payment of Claim of \$19.27 reducing the balance to \$428.45, which amount is now requested by SHIMADA.

The merchandise and other chattels of SHIMADA were disposed of as indicated under Chattels summary and closed the file in this regard.

No unusual difficulties arose in the administration of this property.

The above Summary is certified to be in
Accordance with the information on file,
April 8th, 1946.


B.A. Dasenbury,
Administration Department.

File No. 11291.
Catalogue No. 52.

March 26th, 1944.

MEMORANDUM

TO: Mr. L. W. Wright

FROM: Mr. D. A. Cramer

Rebaji SHIMADA - Reg. #08872
City of Vancouver
Lot 29, Blk. 55, D.L. 196,
Op. 1, N.E.D., Plan 196.
Certificate of Vesting #35384.

We enclose herewith the following documents in connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate CHANG YET LEONG.
4. Copy of letter showing to whom sold and price paid for the property.
5. Memorandum from the Administration Department confirming valuation, and approval of Advisory Committee.

Certificate of Indefeasible Title Number 74656-1 - whereabouts unknown.

DAC:JB
Encls.

D. A. Cramer

File No. 11291

-- SUMMARY --

April 8th, 1946.

-- REAL ESTATE --

Reg.No. 08872

Catalogue No: 52

Japanese Name: Nobuji SHIMADA

Civic Address: 357 East Gordova Street,

Legal Description: Lot 29, Block 55, District Lot 196, Plan 196, Vancouver, B.C.

Classification: Dwelling - 6 rooms

Registered in name of: Winslow David Gillespie

Title: encumbered by agreement for sale Gillespie to Nobuji SHIMADA, unregistered, dated April 17th, 1941 for \$1500.00; Subsequently balance paid Gillespie April 26, 1944 and deed obtained Gillespie to SHIMADA on file clearing title to property.

Sold to: Chang Yet Leong for \$1300.00 cash as March 23, 1944.

Title delivered to Chang Yet Leong as May 30, 1944. Adjustments settled.

Funds released as May 27, 1944 to the credit of Nobuji SHIMADA.

Chattels not involved.

Fire Insurance: transferred to Chang Yet Leong, New owner, as at date of sale.

The above Summary is certified to be in accordance with the information on file, April 8th, 1946.

B.R. Dusenbury
B.R. Dusenbury,
Administration Department.

IN THE MATTER OF THE "FISHING ACT"
AND THE REVISED STATUTES OF CANADA 1971, CHAPTER 22

JAPANESE PROPERTY CLAIMS COMMISSION

REPORT

AND MEMORANDUM, JAMES G. A. McLEOD, SENIOR COUNSELLOR

Toronto, Ontario,

December 2, 1944.

IN THE MATTER OF THE CLAIM OF
MORRIS J. JAMES

PROCEEDINGS AT HEARING

APPEARANCES:

E. A. GUNTER, Esq., B.A., LL.B.

appearing for the
Dominion Govern-
ment.

F. A. HARRIS, Esq.,

appearing for the
Claimant.

A. JAMES, Esq.,

Secretary

A. G. VINTAGE, Esq.,

Official Reporter

Catalogue No. 52

SHIMADA, Nobuji (Mr.)

File No. 11291

Reg. No. 08872

Civic Address: 357 E. Cordova St., Vancouver.

Legal Description: Lot 29, Blk. 55, D.L. 196,
Gp. 1, N.W.D., Plan 196.

Classification: Dwelling.

SOLD

Above property sold to Chang Yet Leong, retired
Rancher for \$1300.00. See Mr. Shears' letter of
March 23, 1944.

1943

Jan. 9th

1944

Mar. 1st

Memo re Chattels (At 710 W. Pender St. under Lease
\$10.00 per mo. collected by
Administration Trust.)
Memo re Claims + ~~XXXX~~
Please note balance due under Agt/Sale (Paid)

Chattels at 710 W. Pender St. sold to
George Weinborn for \$600.00.

\$1927 Paid

File No. 11291
Reg. No. 00872

MOBILI SUMMADA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 September 1	Taxes 1942	\$ 55.28		
October 19	Repairs Cheque to you Received from W. D. Gillespie Fees - W. D. Gillespie	3.00 25.00 36.00	75.43	
November 12	Water rates	6.10		
December 22	Payment on Agreement for Sale \$50.00, Int \$9.86 Rents collected Agent's commission Rent of store fixtures Agent's commission	59.86 6.81 .50	136.00 10.00	
1943 January 14	Repairs Water rates	56.00 8.55		
January 27	Land Registry Office - Certificate of Encumbrance	1.00		
April 29	Payment on Agreement for Sale \$75.00, Int \$14.00	89.00		
May 13	Water rates	7.20		
June 29	Taxes	51.24		
July 14	Repairs	5.00		
September 2	Payment on Agreement for Sale \$49.06, Int \$10.62	59.68		
September 14	Water rates	9.40		
November 29	Fire Insurance premium	8.25		
December 11	Rents collected Rents collected - store fixtures Agent's Commission \$15.00 & \$6.00	21.00	300.00 120.00	
January 12	Water rates	3.75		
May 31	Payment on Agreement for Sale \$100.00, Int \$14.35	114.35		

File No. 11251
Reg. No. 00572

- 2 -

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 February 12	Repairs	\$ 23.56		
March 1	Water rates	5.55		
	Rents collected		50.00	
	Agent's commission	2.50		
March 23	Balance rents to date, nett		30.65	
	Credit re Sale of Property		727.72	
July 3	Chattels appraisal fee	10.00		
July 8	Sale of chattels		600.00	
	Rent of chattels to date		70.00	
	Agent's commission	3.50		
		<u>\$ 672.08</u>	<u>\$2,119.80</u>	
				CR \$ 1,447.72

STATEMENT RE SALE OF:

Name: SHIMADA, Nobuji

Catalogue No: 52

File No: 11291

Street Address: 357 E. Cordova St.
Van. B.C.

Reg. No. 08872

Legal Description:

29/55/196

Date of Sale and Adjustments March 23/44

Sale Price

\$ 1300.00

Real Estate Agents Commission

\$ 65.00

Charge for Valuation

5.00

Charge for Advertising

4.00

Land Registry Office Transmission Fee

6.00

Encumbrances:

Unpaid Vendor

487.10

~~Mortgage~~~~Assessment of Taxes~~~~Other Charges~~

Adjustments:

Fire Insurance

7.27

Taxes

11.65

Water

.80

~~579.55~~\$ ~~1307.27~~Net Proceeds credited to your account
as at March 23/44

727.72

December 10th, 1945.

Date:.....

Mr. George Peters

Compiled by:.....

Catalogue No. 32
File No. 11291
377 East Cordova Street
29/55/196

May 27, 1944.

ADJUSTMENTS

As of March 23, 1944 - 63 days

Debit charges

Registration fees on deed - \$1,300.00 \$ 6.05
Insurance premium - \$8.15 = \$8.25
(on, try 12/11/46) 7.27

Total debits \$14.32

Credit charges

63/365 = \$11.24 seller's proportion of taxes for 1944 \$11.24
23 days @ .45 per day for water to March 23, 1944. .80
Amount of cash collected:
March 23rd to April 14th - 22/31 = \$23.75 23.75
April 15th to May 14th. 23.75

Total credits \$53.05
Less total debits 14.32

NET AMOUNT DUE TO PURCHASER \$38.73

11291

May 31, 1944.

Mr. Nobuji SHIMADA,
Registration No. 03672,
New Denver, D. C.

Dear Sir:

No: Catalogue No. 52
357 East Cordova Street
29/55/196

Please be informed that 357 East Cordova Street has been sold
as of March 23, 1944 for the sum of \$1300.00.

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

The net result of the sale is as follows:

Sale price		\$1,300.00
Less Agent's commission @ 5%	\$ 65.00	
Less Bal. owing on Agreement for Sale	<u>487.10</u>	
		<u>552.10</u>
Net credit to your account		<u>\$ 747.90</u>

These funds are available to you in the usual way.

Yours truly,

George Peters,
Administration Department.

GP:EB

cc to E. C. Security Commission.

Name of Claimant ~~x3222-322~~ SHIMADA, Hebuji

Case 1322 P. ABANDONED

Custodian File 11291

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										