11670

--SUMMARY--

--REAL ESTATE-- File No. 11670

Catalogue No. 134. **NEW PIER CAFE**

Civic Address: 220-224 Main Street, Vancouver.

Legal Description: Lots 4 & 5, Block 5, D.L. 196, Group 1, N.W.D., Plan 184.

Classification: Store(Cafe)

- - - - - - - - - - - -

REGISTERED in the name of: William White

REGISTERED CHARGES: As to Shizuo MURAKI & Teru HIRAISHI Interest(Deed dated Sept. 18, 1937 from White to Muraki & Hiraishi in Trust for Partners-Not registered until arrears of taxes paid up in Nov. 1944).

UNREGISTERED DECLARATION OF TRUST: On file dated Dec. 12, 1938 between Teru HIRAISHI and Shizuo MURAKI(As Trustees) and Kitaro HIRAISHI, Teru HIRAISHI, Kimi HIRAISHI, Shizuo MURAKI, Shizuko MURAKI and Hideo MURAKI, (Beneficial Owners).

SOLD TO: Jackson Cheng for $6,500.00 Cash as at November 6, 1944.

TITLE: left in Land Registry Office as per Registrar advice Feb. 8/45. Control of property under Certificate of Title No. 116170-L; acknowledged by Jackson Cheng, Feb. 16, 1945, all adjustments and incidents connected with sale having been settled.

FUNDS: released to New Pier Cafe account as of Nov. 16, 1944. Later on Feb. 15, 1945 funds to be held until allotment settled. Allotment and distribution made as of May 15th, 1945 on the basis of Interest as follows:-

Shizuo MURAKI, Reg. No. 00981, File #3327- 2/8 Interest.

Shizuko MURAKI, Reg. No. 00967- File #9061 - 1/8 "

Hideo MURAKI, Reg. No. 02453 " #5116- 1/8 "

Teru HIRAISHI, Reg. No. 01093 " #12162 1/8 "

Kimi HIRAISHI, Reg. No. 02631 " #12097 1/8 "

Kitaro HIRAISHI, Reg. No. P.W.A.-396 "Int.#465 2/8 "

CHATTELS: Not involved.

FIRE INSURANCE: Cancelled as Jan. 8, 1945 and return premium of $2.98 and $34.45, credited to New Pier Cafe Account.

REMARKS: The property known as 220-224 Main Street and Catalogue No. 134 on our records had for legal description Lots 4 & 5, Block 5, District Lot 196, Group 1, N.W.D. Plan 184, on which was a one storey brick building in good state of repair and well decorated, with tar and gravel roof, occupied as a store(cafe). The looking after of this property was in the hands of Norris & McLennan, Barristers, per appointment, by Shizuo MURAKI and Mrs. Teru HIRAISHI, Trustees for the then owners. This arrangement was recognized by the Custodian. The Furniture, Furnishings and Fixtures and Goodwill and use of the name NEW PIER CAFE were sold to Henley Chee for $3000.00 Cash and the premises leased to him as unfurnished for a term of 5 years from March 31st, 1942 at $80.00 per month. This lease was on Oct. 21, 1942 assigned to Jung Bow Sam.

The funds arising from the sale of Chattels etc., did not pass through the office of the Custodian except those belonging to Hideo MURAKI, one of the partners, for whom was received $349.15 and placed to his credit. The other partners had not at the date of sale been evacuated and apparently received their respective shares direct.

Norris & McLennan, Barristers, collected the rents and forwarded same to the Custodian from time to time, up to the date of sale to Jackson Cheng for $6500.00 Cash as at November 6th, 1944.
This property was appraised by Reid-$6000.00: Reeve:$5750.00: Committee: $6500.00.
There was considerable correspondence between Norris & McLennan Barristers, and this office in the course of administration in procuring the necessary documents and statements of account required to complete our file. The taxes on the property were very much in arrears and these were paid partly from Revenue and partly from sale price of the property. No criticism was received from any of the owners of Interest in the property regarding the administration or sale price of the property.

The above Summary is certified to be in accordance with the information on file, December 29th, 1945.

B.R. Dusenbury,
Administration Department.

NEW PIER CAFE
220 & 224 Main St., Vancouver, B. C.
Evac. File 11670



Picture Taken April 29, 1943

NAME	FILE NO.
NEW PIER CAFE	11670

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
Lumbermen's Insurance Company	Canadian - Jan. 16/45 9-6924	$5,000.	May	28	1947	Lts 1/3, Blk.3, D.L.196, 220-224 Main St., Vancouver, B.C.

File No. 11670 --SUMMARY-- December 29th, 1945.

--FIRE INSURANCE--

Fire Insurance was maintained on the Building while required. It was in the sum of $5,000.00 for 3 years from May 28th, 1944. It was cancelled as at January 8, 1945 and an earned premium of $2.98 and a return premium of $34.45 were received and credited to the account of NEW PIER CAFE.

The above Summary is certified to be in accordance with the information on file. December 29th, 1945.

B.R. Dusenbury

B.R. Dusenbury,
Administration Department.

File No. 11670 SUMMARY— December 29th, 1945.

—LIABILITIES—

NEW PIER CAFE

A Claim for $19.71 by the B.C. Purchasers Co-operative Association is revealed on the file. This account was paid August 27th 1942 thru Morris & McLennan, Barristers, office,and shows as a charge against the rents collected and reported by them.

No other claims are revealed.

The above summary is certified to be in accordance with the information on file, December 29th, 1945.

B.R. Dusenbury,
Administration Department.

File No. 11670 —SUMMARY— December 29th, 1945.

--PERSONAL PROPERTY--

NEW PIER CAFE

CHATTELS: The only mention of Furniture, Furnishings, Fixtures in this connection that need be made is to state that all such were disposed of to Henley Chee on or about April 1942 for $3,000.00 and the funds arising from same were handled by Norris & McLennan, Barristers. With the exception of Hideo MURAKI, these proceeds were apparently paid direct to the respective partners in the NEW PIER CAFE by Norris & McLennan. The share belonging to Hideo MURAKI, who had been evacuated prior to the said sale, amounting to $349.15, was received by the Custodian and credited to his account on our books.

ACCOUNTS RECEIVABLE: It is revealed on the file that the Farmers' Products Distributing Company owes the NEW PIER CAFE the sum of $200.00. Reference to letter August 27th, 1942 of Norris & McLennan indicates as follows:-

> "Mr. MURAKI(Shizuo MURAKI) advises that it was arranged with the B.C. Purchasers' Co-operative Association when Mr. MURAKI was in Vancouver that the B.C. Purchasers' Association would take care of the Farmers' Products Distributing Company's indebtedness as soon as the B.C. Purchasers' Association accou are settled".

There is no evidence on file that this has been settled or that any arrangements have yet been made to pay same.

SPECIFIED ARTICLES: No Cameras, radios, Fire Arms, vessels or automobiles were revealed as belonging to the NEW PIER CAFE.

No other personal property is indicated on this file.

The above Summary is certified to be in accordance with the information on file, December 29th, 1945.

B.R. Dusenbury,
Administration Department.

11670
12097
12162
465 Int.

1st October, 1945.

Messrs. Norris & MacLennan,
Bank of Nova Scotia Building,
602 Hastings Street West,
Vancouver, B.C.

Dear Sirs:

Re: New Pier Cafe.

I am in receipt of your letter of the 24th instant.

On referring to our files in regard to the four letters which you mention, there appears to have been some delay in answering Mrs. Teru Hiraishi's correspondence. I find that the fourth letter was written within a week after the third and that prior to the receipt of this fourth letter a reply was written explaining the delay and enclosing $500.00 to both Mrs. Teru Hiraishi and Miss Kimi Hiraishi.

According to our accounting there is still an amount of $471.67 to the credit of Mrs. Teru Hiraishi's account and $124.24 due to Miss Kimi Hiraishi.

Our letters to both of these parties indicate that we were reviewing our files and would then make the remaining balance available. I am today arranging for a further $300.00 to be sent to Mrs. Hiraishi so that only a small balance will be left in each account and I am asking Mr. Dusenbury, who is now handling these files, to make a final payment in due course. Our work in reviewing these files before a final release of all funds is, as you may appreciate, a matter involving considerable detail.

The amount to the credit of Kitaro Hiraishi, who is an Internee, is $640.81. Our policy in regard to internees is to release funds for their camp account for their own use in amounts of $25.00. If a specific request was made by the Internee for the release of funds to a relative it would be given consideration.

Yours truly,

F. G. Shears,
Director.

FGS/FMH

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8254

BANK OF NOVA SCOTIA BUILDING
602 HASTING ST. WEST

VANCOUVER, B. C.

Rec'd SEP 25 1945
File No. 11670
Ans.
Init. Mead.

September 24, 1945.

The Custodian,
Administration Department,
Royal Bank Bldg.,
Vancouver, B.C.

Attention Mr. Shears

Dear Sir: re New Pier Cafe, - your file #11670

12097.

Mrs Tom Hiraishi 12162

Miss Kimi Hiraishi has written to us at her mother's request and on her own behalf. Miss Hiraishi and her mother have, we understand, written four registered letters to your office requesting their share of the proceeds in your hands relating to the administration of the New Pier Cafe property, but they have not received any reply. We are, therefore, addressing this letter for the attention of your Mr. Shears so that the matter would be attended to without delay.

$500. sent 31 Aug/45 to each

Presumably there is no objection to forwarding the share of the proceeds to these two people since they have now relocated in the East. Their address is c/o Mrs. P. Douglas, Longfield, Ancaster, Ontario. We would appreciate a copy of any correspondence you now address to Miss Hiraishi or her mother.

These two ladies have also requested monies for Kitaro Hiraishi to be sent to them but he presumably is still interned and since he has not requested the money himself it does not seem in order to send his family the proceeds which are properly payable to him.

You might let us know, however, whether, if he personally requests the proceeds, his share will be sent to him so that we can advise the family in that connection.

3327 = 1080.96
9061 = 650.44
8116 = 00
12162 = 471.67
12097 = 134.30
Ar465 = 644.81

500 - 5/d.
Loose to Appl.
500 on 31 Aug.
Bal -

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

TELEPHONE PACIFIC 7728

Independence Founders Limited

ROYAL BANK BUILDING
Vancouver, B.C.

May 9th 1945.

EVACUATION SECTION
MAY 11 1945
Rec'd
File No. 11670
Ans. Form
Referred

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

ATTENTION MR. G. D. MILSOM.

Dear Sir:

RE INVESTMENT CERTIFICATE #A-2115.
MURAKI and HIRAISHI.

Answering your letter of the 4th instant, and further to our letter to you of the same date, this is a ten-year plan, requiring 120 monthly deposits of $30.00 each. 114 deposits have now been completed on this account, and therefore six further deposits of $30.00 each are required to pay this account up in full.

The Insurance feature was added when the account was opened, to insure its completion in case of the death of the Applicants.

For your information there are to the credit of this account 578.028 Independence Founders Trust Shares which have a current value to-day of $5.80 a share.

Enclosed is a booklet "Founding Independence From Income" which gives further details of the Plan and which we trust will give you the information you require.

Yours very truly,

INDEPENDENCE FOUNDERS LIMITED,

Managing Director.

LIB

REVISED STATEMENT as at May 31st, 1945.

Shizuo MURAKI, Reg. No. 00981, File #3327
Shizuko MURAKI " " 00967 " 9061
Hideo MURAKI " " 02453 " 5116
Teru HIRAISHI " " 01093 " 12162
Kimi HIRAISHI " " 02631 " 12097
Kitaro HIRAISHI " " P.W. A-396 Int. 465

Re: NEW PIER CAFE - File 11670

	Date	Particulars	Debit	Credit
1944	May 24	Received from Norris & McLennan -rents collected		$ 51.40
	May 29	Fire Insurance premium paid	51.40	
	July 7	Norris & McLennan - rents collected		2,028.60
		" " Commission	84.00	
		" " Legal fees	80.50	
		" " Repairs	123.00	
		" " Taxes	1,078.59	
		" " B.C. Purchasers account paid	19.71	
	Aug.31	Paid on account taxes arrears	700.00	
	Sept. 1	July and August rents		160.00
		Commission	8.00	
	Nov. 6	Balance arrears and current taxes	1,470.21	
		Balance rents to date		176.00
		Disbursements(Commission$12.00, Legal fees$35.00)	47.00	
		Land Registry Office - Certificate of Encumbrance	2.00	
		Credit re Sale of Property		6,212.83
1945	Jan.23	Refund Insurance premium		34.45
	Jan.24	Legal fees	5.00	
as at	May 31st	Net Balance for Distribution	4,993.87	
			$ 8,663.28	$ 8,663.28

DISTRIBUTION of Net Balance of $4,993.87 as follows:-

Shisuo MURAKI	2/8	Interest	$1,248.45
Shizuko "	1/8	"	624.24
Hideo "	1/8	"	624.24
Teru HIRAISHI	1/8	"	624.24
Kiwi HIRAISHI	1/8	"	624.24
Kitaro HIRAISHI	2/8	"	1,248.46
			$ 4,993.87

EVACUATION SECTION
MAY 25 1945
Rec'd.
File No. 1167 & 702
Ans.
Referred

Cambridge Ave.
Toronto. 6. Ont.
May 22 1945

Office of Custodian
Mr. G. D. Milson

1167
FILE. No 3327

Dear sir.

RE New Pier. Cafe.

Have received Yr reply My letter of the 2nd of this Month, requesting immediate settlement due us from Sale of New Pier Cafe Property.

Kindly Look into Matter and Make settlement as soon as Possible

Thank you

Yours Truly

Reg No 00981.

EXECUTIVE SECTION
Received MAY 9 1945 11.30
File No.
Answered
Referred Milsom

File
11670

702 Cambridge Ave
Toronto 6 Ont
May 2. 1945

Office of Custodian

Mr. D. D. Milson

FILE NO. 11670

Dear Sir:

Concerning request for
signed Statement as to trustees
under Partnership agreement of
New Pier Cafe Please find same
enclosed.

Would request immediate
settlement of Monies due us.

Yours Truly.

AIR MAIL

March 27, 1945

We, the undersigned, here by state that

no change has been made as to Trustees under

a Partnership Agreement of NEW PIER CAFE

drawn up in VANCOUVER, BRITISH COLUMBIA.

signed

2/3 File 3327

7061 Reg. No. 00981 Shizuo Muraki - Shizuo Muraki

Reg. No. 00967 Shizuko Muraki - Shizuko Muraki

5116 Reg. No. 02453 Hideo Muraki - Hideo Muraki

12162 Reg. No. 01093 Teru Hiraishi - Teru Hiraishi

12097 Reg. No. 02631 Kimi Hiraishi - Kimi Hiraishi

2/3 Sent 465 KITARO HIRAISHI.

File 11670

D

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE PACIFIC 8064

ENEMY SECTION
Rec'd APR 28 1945
File No. 11629
Ans'd
Refe'd Miss Graham

April 27th, 1945.

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C. Attention Mr.Wright

Dear Sir: re Muraki and Hiraishi

We enclose, herewith, Notice of Prudential Trust Company Ltd., advising that the next deposit of $30.00 on Independence Founders Investment Certificate No. A-2115 is due on May 2nd, 1945. We suggest you forward this to the people concerned and we are today writing the Prudential Trust Company Ltd., advising them to send future Notices direct to your office.

Yours truly,

NORRIS & MacLENNAN,

per J.A. MacLennan
CK

JAM/CK

Encl.

~~12~~ 11670

5069 93

April 10, 1945

Mrs. Teru HIRAISHI,
Reg. No. 01093,
Slocan, B. C.

Dear Madam:

Referring to your letter of March 22nd in regard to the statement of the sale of the New Pier Cafe, the item of $349.15 represents a payment made by Hideo KARIYA (MURAKI) on account of the indebtedness to Shizuo MURAKI, and this amount under KARIYA's instructions was paid to Morris & MacLennan to apply on the taxes of the New Pier Cafe.

In reference to the $34.45, this item represents a refund of the fire insurance premium for the period from the time the building was sold to the expiry date of the policy. These two items have no connection with your property at 472 East Cordova Street nor the life insurance policy of your husband.

Yours truly,

G. D. Wilson
Administration Department

GDW/GH

EVACUATION SECTION
Rec'd APR 10 1945
File No. [redacted] 1170
Ans.
Referred [redacted]

102 Cambridge Ave
Toronto 6 Ont.
April 9th 1945

Office of the Custodian
506 Royal Bank Bldg
Vancouver BC

File No 3327
1170

Dear Sir:- Re:- Payment to
Prudential Trust Co.

Received your letter of the
4th of April. Kindly make Payment
Acc and Charge to the account of
S. Muraki and Kitaro Hiraishi,

Would request notification
of Ballance owing to Complete Payment
on Independance Founders Investment
Certificate # A-2115

In regards to your letter of
March 16. am proceeding to obtain
signed statement as requested

Yours Truly S. Muraki

Int. File 465

MEMORANDUM

To: Mr. K. W. Wright

From: Mr. G. D. Wilson

March 16, 1945

Re Kitaro HIRAISHI

Under a partnership agreement Shizuo MURAKI and Teru HIRAISHI have been appointed Trustees for Kitaro HIRAISHI's interest in the property known as the New Pier Cafe, being Lts. 4 and 5, Block 5, D.L. 196, situated at 220 & 224 Main Street. Would you be kind enough to obtain from Kitaro HIRAISHI a statement as to whether his 2/3 interest in the agreement remains the same.

Attached find statement re sale of the property and also of the account.

GDM/GH
Enc.-

~~3327~~ COPY

March 16, 1945

Mr. Shizuo MURAKI,
Reg. No. 00981,
102 Cambridge Ave.,
Toronto, Ont.

Dear Sir: Re: Catalogue No. 134
220-224 Main Street
4.5/5/196.

Please be informed that the above property has been sold as of November 6, 1944 for the sum of $6,500.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, less expenses, up to the mentioned date, have been credited to Shizuo MURAKI and Toru HIRAISHI as Trustees under a partnership agreement, and adjustments of unearned taxes and any insurance premiums have also been credited.

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

In connection with this partnership agreement, we would ask you to obtain from Kimi HIRAISHI, Shizuko MURAKI and Hideo MURAKI a signed statement that there has been no change in the trust and that they are entitled to a proportion as mentioned in the agreement.

Under instructions from Morris & MacLennan, we have paid the Prudential Trust Company the sum of $243.09 for the account of Shizuo MURAKI and Kitaro HIRAISHI, and since the enclosed statement was made up we have paid a further $30.00. We presume that this amount of $273.09 should be charged equally against the above two when distribution of the funds is made.

Yours truly,

G.D. Wilson
Administration Department

GDW/GH
Enc.

c.c. B.C. Security Commission.

Shizuo MUNAKI, Shizuko MUNAKI,
Hideo MUNAKI, Teru MIMAISHI,
Kiniyo MIMAISHI, Kitaro MIMAISHI

Files 3327, 9061, 5116,
12162, 12097, Int 465
Reg. 00961, 00957, 02453
01093, 02631, PWA 396

Date		Particulars	Debit	Credit	Balance
1944	May 24	Received from Norris & McLennan - rents collected	$	$ 51.40	
	May 29	Fire Insurance premium paid	51.40		
	July 7	Norris & McLennan - rents collected		2,028.60	
		" " Accounts receivable collected from Custodian		349.15	
		" " Commission	84.00		
		" " Legal Fees	80.50		
		" " Repairs	123.00		
		" " Taxes	1,078.59		
		" " B. C. Purchasers claim paid	19.71		
		" " Prudential Life Insurance Co.	243.09		
	August 31	Paid on account taxes arrears	700.00		
	September 1	July and August rents		160.00	
		Commission	8.00		
	November 6	Balance arrears and current taxes	1,470.21		
		Balance rents to date		176.00	
		Disbursements (commission $12.00, legal fees $35.00)	47.00		
		Land Registry Office - Certificate of Encumbrance	2.00		
		Credit re Sale of Property		6,212.83	
1945	January 23	Refund Insurance premium		34.45	
	January 24	Legal fees	5.00		
			$3,912.50	$9,012.43	

OR $ 5,099.93

1/8 Int. MURAKI, Shizue,
1/8 " " Shizuko,
1/8 " " Hideo
1/8 " HIRAISHI, Teru,
1/8 " " Kimiyo
2/8 " " Kitaro

STATEMENT RE SALE OF:

Name:

Catalogue No: 134

File No: 3327- 9061- 5116, 12162-12097 -465

Street Address: Vancouver, B.C.

Legal Description: 4,5/5/196

Reg. #00981-00967-02453
01093-02631- P.W. A396

Date of Sale and Adjustments ..... Nov. 6/44 .....

Sale Price		$ 6500.00
Real Estate Agent's Commission	$ 325.00	
Charge for Valuation	20.00	
Charge for Advertising	4.00	
Land Registry Office Transmission Fee	6.00	
Encumbrances:		
~~xxxxxxxxxx~~ Unpaid vendor ~~xxxxxxxxxx~~		
~~Mortgage~~		
~~Arrears of Taxes~~		
~~Other charges~~		
Adjustments:		
Fire Insurance		2.98
Taxes		64.85
~~Water~~		
	~~355.00~~	$ ~~6567.83~~
Net Proceeds credited to your account		6212.83

Date: ..... March 9th, 1945. .....

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

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5334

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C

ENEMY SECTION
Rec'd FEB 27 1945
File No. 1150
Ans'd
Refer'd MR Milsom

February 26, 1945

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

Attention Mr. Wright.

Dear Sir: re Hiraishi and Muraki
Your File #465 Legal Section

While we were handling the funds of these gentlemen and those of the New Pier Cafe, we were making payments to The Prudential Trust Company Ltd. at Vancouver, on account of an independence realty to Independence Founders Investment Certificate No. A-2115. When there were not sufficient funds in our hands, Messrs. Muraki and Hiraishi borrowed further monies on their Investment Certificate , but those monies are now due. It is, in our opinion, important to both retire the loan as soon as possible and also to maintain the monthly payments in order that the insurance policies in conjunction with the Investment Certificate, will not lapse.

We enclose, herewith, Notice from The Prudential Trust Company Limited, Vancouver, B.C., advising that the next deposit of $30.00 is due on March 2nd, 1945.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK
Encl.

Catalogue No. 134
File No. 11670
220-24 Main Street
Vancouver, B. C.
4 & 5/5/196
Certificate of Title No. 116170-L

Control of property covered by Certificate of Title No. 116170-L and described above is by me hereby acknowledged and I agree that all adjustments and incidents connected with the sale to me of this property have been settled.

Dated at Vancouver, B. C., this 16 day of February 1945.

Schwarzberg

Catalogue No. 134
File No. 11670
220-24 Main Street
Vancouver/4 & 5/5/196

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

Dear Sirs:-

Re: 220-24 Main St. Vancouver

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

Jack Nobuo Shimizu
.....Signed

11670

February 13, 1945.

Messrs. Morris & MacLennan,
Barristers & Solicitors,
602 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 134
220-24 Main Street
L & S/5/196

Please be informed that adjustment calculations on sale of the above property count rent as being paid to November 30th, 1944. Rents which may be received by you for any period after November 30th, should not be remitted to this office but sent direct to the new owner of this property, Mr. Jackson Cheng, 3266 West 12th Avenue, Vancouver, B. C.

Yours truly,

George Peters,
Administration Department.

GP:EB

11670

February 13, 1945.

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

Dear Sirs:

Re: Catalogue No. 134
220-24 Main Street
A & S/5/296

Deed to the above described property has now been registered in the name of Jackson Cheng, 3166 West 12th Avenue, and control is ready for delivery. Relevant insurance policy which has been assigned to the new owner of this property is also ready for delivery.

See memo re R.P. file

Adjustments as of November 6th, 1944, as shown on the enclosed sheet, have been calculated and a balance of $20.33 has been charged to the purchaser.

Will you please telephone this office for an appointment to conclude this matter. It would be desirable for the purchaser to attend in order that statement of adjustments may be approved and certain releases signed by him prior to delivery of control.

Yours truly,

George Peters,
Administration Department.

GP:EB
Enc.

cc to Mr. Jackson Cheng

Catalogue No. 134,
File No. 11670
220-224 Main Street, Vancouver, B.C.
Lots 4 & 5, Blk. 4, D.L. 196, Gp 1. NWD.
Plan 184.

February 13th, 1945.

JACKSON CHENG

(Purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at November 6, 1944)

	DEBIT	CREDIT
Purchase price	$6,500.00	
Cheques received		6,500.00
Amount of rent collected		
November 6th to November 30th, 1944 24/30 x$80.00		64.00
Registration fees on deed -$6,500.00	16.50	
Insurance Premium -5.8% x$51.40	2.98	
Purchaser's proportion of 1944 taxes 55/365 x $430.36	64.85	
Balance owing by purchaser		20.33
	$6,584.33	$6,584.33

BALANCE OWING BY PURCHASER $20.33

File No. 11670.
Catalogue No. 134.

February 10th, 1945.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Shizuo MURAKI, Teru HIRAICHI,
Shizuko MURAKI, Hideo MURAKI,
Kimiyo HIRAISHI, and Kitaro
HIRAISHI.
City of Vancouver
Lots 4 & 5, Blk. 5, D.L. 196,
Gp. 1, N.W.D., Plan 184.

With reference to the above property which was recorded in the Vancouver Land Registry Office, dated December 19th, 1944, we attach herewith the following documents in connection therewith.

1. Copy of application number 116168-L, dated December 19th, 1944, registering a Deed from William White to Teru HIRAISHI and Shizuo MURAKI.

2. Copy of application number 116169-L, dated December 19th, 1944, registering the property in the name of the Custodian (Transmission).

3. Copy of application number 116170-L, dated December 19th, 1944, registering the property in the name of Jackson Cheng (Deed).

4. Duplicate of Transmission dated December 4th, 1944.

5. Duplicate of Deed dated December 4th, 1944 - Secretary of State to Jackson Cheng.

6. Post card acknowledgment dated February 8th, 1945, from the Vancouver Land Registry Office, No. 116170-L. Certificate of Title is being held in the Land Registry Office. Mortgage registered No. 50621-M.

D.A. Cramer

DAC:JS
Attch.

11670

February 3, 1945

Mr. Jackson Chang,
3266 West 12th Ave.,
Vancouver, B. C.

Dear Sir:

Re: 220-224 Main Street.

We return herewith Norris & MacLennan's letter addressed to you in connection with the property at 220-224 Main Street. This property was sold to you without any warranty on our part and the price was based on its present condition, and the Custodian will not agree to paying any part of the cost of having the floor renewed.

Our interpretation of the third paragraph of Norris & MacLennan's letter is that you should interview the tenant and not the Custodian in regard to paying part of the cost of this work.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

Enc.

ESTABLISHED 1873

Lumbermen's Insurance Company,

PHILADELPHIA, PA.

FRANCIS M. HANN

GENERAL AGENT

PHONE MARINE 3626 602 HASTINGS WEST

VANCOUVER, B. C.

EVACUATION SECTION
JAN 17 1945
File No.
Ans.
Referred

January 17, 1945.

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

Dear Sirs;

Attention Mr. Gibson - Insurance Dept.

Re Lumbermen's 9-6924 Your file 11670.

We acknowledge your favour of the 16th inst. and as requested hand you herewith our cheque for $11.50 covering the short rate cancellation rebate on the captioned item.

Should be 34 45
will send cheque for balance
Policy expired on 12 mo Rel. 9 mo not 36

Yours very truly,

FRANCIS M. HANN
FIRE INSURANCE UNDERWRITER
PER

FMH:pm
enc.

File 11670 - Rg —
New Pier bape
Policy Cancelled
Building

Crames

For File 11670

11670.
Catalogue No. 134.

January 5th, 1945.

REGISTERED MAIL

Mr. W. J. Aikens,
Barrister & Solicitor,
100 Adelaide Street West,
Toronto, 1, Ontario.

Dear Sir:

Re: Teru HIRAISHI and Shisuo MURAKI, and
Lots 4 & 5, Blk. 5, Subds. of D.L. 196,
Gp. 1, New Westminster District, Plan 184.

We beg to acknowledge receipt of your letter of December 26th, enclosing Deed from Wm. White to the above mentioned Japanese.

Enclosed herewith is our cheque No. 4092, in the sum of $3.00, covering your fee.

Thanking you for your co-operation.

Yours truly,

D. A. Cramer
(Conveyancer)

DAC:JS
Encl.

1679

January 5, 1945.

Mr. Jackson Cheng,
3266 West 12th Avenue,
Vancouver, B. C.

Dear Sirs

Re: Catalogue No. 134
220-24 Main Street
Vancouver/42/5/106

Please be informed that deeds covering sale to you of the above described property have now been registered. You will be informed when title is received by this office and at that time adjustments will be calculated as of November 6, 1944.

Attached please find copy of letter sent to the tenant of this property in order that notice to vacate may be given if desired.

Yours truly,

GP:Ma
Enc.

George Peters,
Administration Department.

11670
12162
3327
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
December 21st, 1944

W. J. Aikens, Esq.,
Barrister,
100 Adelaide Street West,
Toronto, Ontario

Re: Teru HIRAISHI and Shisuo MURAKI, and
Lots 4 and 5, Block 5, Subdivisions of D.L. 196,
Group 1, New Westminster District, Plan 184

Dear Mr. Aikens:

The above named persons of the Japanese race were required to leave the protected area in the Province of British Columbia by order of the Minister of Justice and by virtue of Order in Council, P.C. 1665, dated 4th of March, 1942, as amended, and the applicable provisions of the Revised Regulations Respecting Trading With The Enemy (1943) their assets vest in the Custodian.

On the 15th day of September, 1937, William White, K.C., c/o Mara & McCarthy, 320 Bay Street, Toronto, gave a deed transferring the above property to Teru HIRAISHI and Shisuo MURAKI, his signature being witnessed by Elsie E. Folhard, and the Affidavit of Execution was taken before Everett Bristol, Notary Public, who neglected to attach his seal. The Registrar at the Land Registry Office in Vancouver refuses to record the deed until the omission is rectified. We are therefore enclosing the Deed of Land referred to, and would be obliged if you would have someone attend Mr. Bristol and affix the seal.

We enclose herewith stamped addressed envelope in order that you may return the document by registered mail.

Memo of your fees in this connection will receive our attention and we will be glad if you would have the document returned to us at the earliest possible date.

Yours truly,

KWW/JY
Encl.
REGISTERED

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

File No. 11670.
Catalogue No. 134.

December 20th, 1944.

MEMORANDUM

To: Mr. E. H. Wright

From: Mr. D. A. Cramer

Lots 4 & 5 in Blk. 5 in the
Subd. of D.L. 196, Gp. 1,
N.W.D., Plan 184.

On the 18th of September, 1937, William White, K.C., c/o Mere & McCarthy, 320 Bay Street, Toronto, gave a Deed transferring the above property to Tora HIRAISHI and Shizue HIRAKI, his signature being witnessed by Klein E. Folkard, and her declaration was taken before E. Bristol, Notary Public, who neglected to attach his seal. Will you please endeavour to have this rectified as the Land Registry Office in Vancouver refuses to register the Deed until this has been done.

This property is known as "Wee Pier Cafe" and has been sold to Jackson Chong.

D.A. Cramer

DAC:JS

102. Cambridge Apts.
Toronto. Ont.
December 12 1944.

The Custodian of Enemy Property
501 Royal Bank Bldg.
Hasting & Hamill St
Vancouver B.C.

EVACUATION SECTION
Rec'd DEC 18 1944
File No. 32 [illegible] 11670
Ans.
Referred

Dear Sir:-

Re New Pier Cafe Title No. ~~32~~ 11670

Wish to Collect cash Balance on Sale of New Pier Cafe of Which 1/4 is due Me and 1/8 Property share due Hideo Muraki for Which I hold Promissory Note of $1000.00.

Kindly send me statement with full details Concerning sale of said Property.

In regards to above Mentioned Note full Particulars on legality may be obtained at office of Norris & MacLennan

Yours Truly
Shizuo Muraki

(Reg. No. 00981)

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. S. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5554

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

TION
NOV 23 1944
11670
Milson

November 22, 1944.

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

Attention Mr. Milsom

Dear Sir: re Catalogue No. 134, 220-224 Main Street, Lots 4 &5/5/196

Further to your request herein, we enclose, herewith, Certificates of Title #7761e and #7811e, in respect of Lots 4 and 5, Block 5, District Lot 196, in the City of Vancouver, both in the name of William White. We also enclose, herewith, Deed of Land dated the 18th day of September, 1937, transferring these Lots from Mr. White to Teru Hiraishi and Shizuo Muraki. This Deed could not be registered because of outstanding taxes against the property. In order to protect the outstanding Deed, however, we filed a Caveat in the Land Registry Office, prior to the evacuation of Mrs. Hiraishi and Mr. Muraki. This was filed on March 7th, 1942, under #2950.

We enclose, herewith, also 1943 receipt for the taxes on the New Pier Cafe premises in respect of a payment of $1076.07 made in June of 1943. We enclose 1944 tax statement, which taxes, as you know, we have not paid.

You are aware that the property in question is subject to a five-year Lease commencing the 1st day of April, 1942. In that Lease is recited the fact that Teru Hiraishi and Shizuo Muraki are Trustees for the remaining Lessors referred to in the Lease, on the terms of Trust contained in a Declaration of Trust made the 12th day of December, 1938.

We enclose, herewith, also, at this time, statement of our account for services rendered for the New Pier Cafe in relation to the proposed sale of the property and would appreciate payment of this account at your convenience. We are sending a copy of this account to Mr. Muraki.

Yours truly,
NORRIS & MacLENNAN,

per

JAM/CK
Encls.

11670

November 10, 1944.

Messrs. Norris & MacLennan,
Barristers & Solicitors,
602 W. Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 134,
220-24 Main Street,
Lots 4 & 5/5/196.

This property, the rents for which you are collecting, is the subject of an expected sale through the agency of Messrs. Macaulay, Nicolls, Maitland & Co. Ltd., 435 Howe Street, Vancouver, the effective date of which should be November 6, 1944.

Will you be good enough to continue collecting rents and reporting to this office pending completion of current arrangements. It will be appreciated, however, if you will report as promptly as possible and at the same time will keep us up to date on all charges against the property which are disbursed through your office.

No further extraordinary charges should be incurred without consultation but current levies usually payable on behalf of the landlord (such as water, for example) may be continued.

You will be further notified when the sale is finally completed so that whatever arrangements are desired may be made with the prospective transferee.

Yours truly,

George Peters,
Administration Department.

GP:AS

11670, 3327, 9061,
5116, 12162, 12097,
Int. 465

November 6, 1944.

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

Dear Sirs:

Re: Catalogue No. 134
220-24 Main Street
4 & 5/5/196

This will acknowledge receipt of your letter of October 24th in which you enclosed your cheque for $5,900.00. We have now received a total of $6,500.00, being the full amount of the purchase price for the above property.

We note that you wish this property to be registered in the name of Jackson Cheng, Merchant, of 3266 West 12th Avenue, Vancouver, B. C., Chinese Subject.

As previously advised, conveyance will be prepared and forwarded to Ottawa with our recommendation for acceptance, and if accepted, adjustments will be calculated as of the date of this letter.

Yours truly,

F. G. Shears,
Director.

J. P. NICOLLS
J. D. MAITLAND

S. E. GRANT
T. W. WARKMAN

A. W. ROGERS
C. S. MANSELL

S. KERR
G. T. APPROBERTS

Macaulay, Nicolls, Maitland & Co. Ltd.

Insurance, Financial and Estate Agents

435 Howe Street
Vancouver, B.C.

IN REPLYING TO THIS LETTER
PLEASE REFER TO

PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

CABLE ADDRESS "MACNIC"
PACIFIC 4111

October 17th, 1944.

Rec'd OCT 17 1944
File No. 11670
Ans.
Referred Peters

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

Dear Sirs: re Catalogue #134.
220-224 Main St.

The purchaser of this above-described property, Mr. Jackson Cheng, has informed us that he has been able to raise the extra $3000.00 to make an all cash payment of $6500.00 on the above property.

We will contact Mr. Cheng to get the balance of $5900.00, which, together with the deposit of $600.00, makes up the total of the full price of $6500.00.

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per. Frank Leslie

FEL:Mc

11670

13th October, 1944.

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

Dear Sirs:

Re: Catalogue No. 134
220-224 Main Street
Lots 4 & 5, Blk.5, D.L.196

Referring to your letter of October 2nd in which you advised us that your client, Mr. Jackson Cheng, has not been successful in procuring a mortgage on the above property in order to be able to pay the full amount of the purchase price in cash.

I have taken this matter up with our Advisory Committee but they are not prepared that any departure should be made from our usual policy of requiring full cash payment for City properties.

For your information we have recently had an enquiry for the purchase of this property and we must therefore ask you to inform us by return whether your client is going to be in a position to complete this purchase by the payment of cash in full, and if not we would have no objection in this particular case to returning his deposit of $600.00.

Yours truly,

F. C. Shears,
Director.

FCS/PMH

J. F. NICOLLS
J. D. MAITLAND

R. C. GRANT
T. W. WARRINGTON

A. W. ROBERTS
C. S. MANDELL

R. KERR
G. L. APPLEBERTS

Macaulay, Nicolls, Maitland & Co. Ltd.

Insurance, Financial and Estate Agents

435 Howe Street
Vancouver, B.C.

IN REPLYING TO THIS LETTER
PLEASE REFER TO
F. E. Liddle.
PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

CABLE ADDRESS "MACNIC"
PACIFIC 4111

October 2nd, 1944.

Rec'd OCT 3 1944
File No.
Ans.
Referred

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

Dear Sir:

Re: Lots 4-5, Block 5, D.L. 196.
220-224 Main Street.

On account of the undesirable location of the above property, we have not been successful in procuring a first mortgage of Three Thousand ($3000.00) Dollars on this property, in order to make an all cash sale.

Our client, Jackson Cheng, is prepared to pay Six Thousand and Five Hundred ($6500.00) Dollars for this property on terms of Thirty Five Hundred ($3500.00) Dollars cash and payments of Five Hundred ($500.00) Dollars 1/2 yearly plus 5½% interest on the balance of Three Thousand ($3000.00) Dollars.

Please inform us if this is satisfactory to your board. Awaiting an early reply, we are,

Yours very truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per:

F. E. Liddle.

FEL:MM.

11670, 3327, 9061,
5116, 12162, 12097,
Int. 465

October 3, 1944.

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

Dear Sirs:

Re: Catalogue No. 134
220-24 Main Street
A & 5/5/196

Your letter of September 13th, enclosing cheque for $600.00 and offer to purchase the above property for the sum of $6,500.00 has been received and considered.

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 the balance of the purchase price, namely, $5,900.00.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state whether or not the proposed registered owner 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.

After the documents have been registered a statement of adjustments of taxes, etc. will be prepared, including registration fees, and forwarded to you.

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

Attached you will find a lease covering the aboveproperty dated March 31, 1942, and an assignment of this lease dated October 21, 1942.

Yours truly,

F. G. Shears,
Director.

GR:MM
Enc.

11670

Date September 25th, 1944

PARTNERS OF NEW PIER CAFE - File No. 11670

File No. 3327	MURAKI, Shizuo #00981	(2/8 int.)
File No. 9061	MURAKI, Shizuko #00967	(1/8)
File No. 5116	MURAKI, Hideo #02453	(1/8)
File No. 12162	HIRAISHI, Teru #01093	(1/8)
File No. 12097	HIRAISHI, Kimiyo #02631	(1/8)
Int. No. 465	HIRAISHI, Kitaro P/W A-396	(2/8)

File N

Name..

No.....

Address: 220-224 Main Street, Vanc...

Legal Description: Lots 4 & 5, Blk. 5, D.L. 196.

TITLE AND ENCUMBRANCES.

A. Certificate of Title No. 7811 E.Indef. 7761 E.Indef. Whereabouts: J.A. MacLennan, 602 West Hastings St.

Registered owner: William White ✱ Reg. No. - - -

Property: Lot 4, Block 5, District Lot 196, Group 1, New Westminster District, Plan 184. Lot 5, Block 5, District Lot 196, Group 1, New Westminster District, Plan 184.

B. Charges.

Registered: Vesting Certificate filed as to Shizuo MURAKI and Teru HIRAICHI interest.

Vesting: 35175 Nov. 7/42. ✓ 39041 Nov. 20/44.

Unregistered: Declaration of Trust to Teru HIRAISHI and Shizuo MURAKI from the other partners, dated December 12/38. (See memo Mar. 27/42 re Deed dated Sept 18, 1937 White to Muraki & Hiraishi in trust for partners.

Taxes: Consolidated arrears: $1089.02 1944 - $430.36 gross (Bal. due of $370.11)

Water: Paid by tenant.

Insurance: $5000.00 Lumbermen's Ins. Co.- Ex. May 28/47

Assessed Value: Land: $6750.00 Improvements: $2750.00

Valuation by Appraiser: $6000.00; $5750.00 and $6500.00.

Amount of Bid: $6500.00

Approved by Advisory Committee: September 22nd, 1944.

Paid as shown in attached letter: $6,500.00 paid in full.

Name of transferee as attached letter: Jackson Cheng, 3266 W. 12th Ave., Vancouver.

ADMINISTRATION.

Tenancy: Monthly tenure-(state consideration & whether including or excluding furniture or equipment)

Note. Lessee to have right of first refusal upon expiration of this lease.

Leasehold: (State period, consideration & unusual clauses and whether including or excluding furniture or equipment)

Premises under lease to Henley Chee for 5 yrs. at $80.00 per month from April 1/42; later assigned to Jung Bow Sam - Oct. 21/42. (Unfurnished)

Chattels: Particulars of those stored on the premises.

Nil (Sold)

~~Named Agent:~~

✱ Norris & MacLennan hold Deed from Wm. White to the partners of the New Pier Cafe which can be registered upon payment of taxes.

G. D. Milsom

VALUATING AND APPRAISING | TELEPHONE BAYVIEW 0498 | RENTALS

R. EVANS

Notary Public

REAL ESTATE. INSURANCE. MORTGAGES

ESTABLISHED 1909

2115 GRANVILLE STREET

VANCOUVER, B.C.

Rec'd SEP 26 1944
File No. 11670
Ans.
Referred

Sept. 25/44

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

Re; Catalogue No. 134

Dear Sirs:-

Herewith enclosed please find my marked cheque for the sum of $620 being 10% of the price of $6200 cash offered herewith for my client Joseph Morris, "Merchant", c/o R.Evans, 2115 Granville street, Vancouver B.C. on Lots 4 & 5 of Blk. 5 D.L.196--220-224 Main street.

Kindly advise me as soon as possible if this offer is acceptable. It is the very best obtainable from Mr. Morris.

Yours truly,

R. Evans

11670

September 22nd, 1944

The City of Vancouver,
Tax Office,
City Hall,
Vancouver, B. C.

Dear Sirs:

Re: New Pier Cafe.

Referring to your letter of September 18th in regard to Lots 4 & 5, Block 5, D.L. 196, please note that this property is vested in the Custodian and is not subject to Tax Sale.

For your information, we might state that this property is in the process of being sold and we anticipate that we will be sending you a cheque very shortly in full payment of all taxes.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

TELEPHONE FAIRMONT 2711

ROLL NO B. 13213

CITY OF VANCOUVER

TREASURER'S OFFICE
CITY HALL
453 WEST 12TH AVE.
VANCOUVER, B. C.

William White,
% Morris & MacLennan,
602 W. Hastings St., City.

B132-
B133

18 September, 1944.

B132- LOT. 4 & 5
B133 BLK. 5
D. L. 196

Dear Sir or Madam:

Re 1944 Tax Sale

I beg to remind you that the above property is liable to be sold for taxes this year.

The smallest amount that will protect from this year's Tax Sale, which it is anticipated will be held on 14th November next, would be approximately $ 371.61 . Will you kindly endeavor to let me have payment before the 15th October, 1944, so that the property in question may be removed from the Tax Sale List before publication, thus avoiding advertising costs.

Your early attention to this matter will be much appreciated.

Yours faithfully,

Jas. L. Armstrong,
Collector of Taxes.

Per _____

SEP 1944
RECEIVED
Morris, Proctt & MacLennan
Per _____

J. P. NICOLLS
J. D. MAITLAND

B. C. GRANT
T. W. WARKMAN.

A. W. ROGERS
D. S. MANSELL

R. KERR
G. I. ARMOUR ROBERTS

Macaulay, Nicolls, Maitland & Co. Ltd.

Insurance, Financial and Estate Agents

925 Howe Street
Vancouver, B.C.

IN REPLYING TO THIS LETTER
PLEASE REFER TO
F. E. Liddle
PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

CABLE ADDRESS "MACNIC"
PACIFIC 4111

September 13th, 1944.

Rec'd SEP 13 1944
File No. 1170
Ans.
Referred

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

Dear Sirs:

Re: Lots 4 and 5, Block 5, D. L. 196. Catalogue No. 134.

Our client, Mr. Jackson Cheng 911 Granville St., has agreed to raise his offer on the above property to Six Thousand and Five Hundred ($6500.00) Dollars all cash on condition that we arrange a mortgage of $3000.00 on the property, which we trust will be satisfactory to you.

We are again enclosing the same accepted cheque for $600.00 which we hope will be acceptable to you.

Awaiting your early decision, we are,

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per: F. E. Liddle.

FEL: MM.
ENC: I.

SEP 13 1944
$600.00

11670

September 7th, 1944

Messrs. Macaulay, Nicolls, Maitland & Co. Ltd.,
609 Columbia Street,
New Westminster, B.C.

Dear Sirs:

Re: Catalogue No. 134,
220-4 Main Street,
Lots 4,5, Blk. 5, D.L. 196

Your letter of September 7th, written on behalf of a client enclosing cheque for $600.00 and offer to purchase the above property for the sum of $6,000.00 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 $6,500.00.

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

Yours truly,

F.G. Shears,
Director

FGS:lm

J. P. NICOLLS
J. D. MAITLAND

B. C. GRANT
T. W. WARKMAN

A. W. ROGERS
D. S. MANSELL

R. KERR
G. I. APPROBERTS

Macaulay, Nicolls, Maitland & Co. Ltd.

Insurance, Financial and Estate Agents

IN REPLYING TO THIS LETTER
PLEASE REFER TO

PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

435 Howe Street
Vancouver, B.C.

CABLE ADDRESS "MACNIC"
PACIFIC 4111

September 7th, 1944.

Rec'd SEP 7 1944
File No. 11670
Ans.
Referred Harris

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

Dear Sirs: re Catalogue No. 134.
220-224 Main Street,
Lots 4 & 5, Block 5, Dist.Lot 196.

We wish to herewith submit an offer to purchase the above-described property. The offer is for $6000.00 (six thousand dollars) all cash, and if this offer is acceptable to you, is subject to the purchaser being able to procure $3000.00 by way of mortgage at 5½%.

The proposed purchaser is Mr. Jackson Cheng, merchant, of 911 Granville St., Vancouver, B.C.

Our certified cheque for $600.00 deposit is enclosed herewith.

Your early reply will be much appreciated.

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per.

Mc
Enc.

11670

Nelson

31st July, 1944.

Messrs. Norris & Mac Lennan,
Bank of Nova Scotia Building,
602 Hastings Street West,
Vancouver, B.C.

Dear Sirs:

Re: New Pier Cafe
Catalogue No. 134
220-24 Main Street

Due to the holidays of some of our staff I regret that your letter of July 3rd appears to have been unanswered.

In regard to the sale of this particular property, in view of the valuations which we have we are not prepared at the present time to consider any offers of less than $6,500.00, although I would be prepared to submit to the Advisory Committee any definite offer which we might receive in excess of $6,000.00.

I note that in regard to your offer of $5,200.00 you state that this is in line with the request of the Japanese owners. If the owners of this property advise us in writing that a sale of the property for $5,200.00 would be satisfactory to them I would have no objection to putting this matter up to the Advisory Committee and I see no reason why they should not be guided by the wishes of the Japanese owners.

We are enclosing our receipt for $748.86 which you remitted to us.

Yours truly,

F. G. Shears,
Director.

744

FGS/PMH
encl.

11670 Nelson

July 25, 1944.

Mr. J. H. Sinclair,
6664 Fraser Street,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 134
220-224 Main Street
125/5/196

We have your letter of July 24th in which you offer to purchase the above property for the sum of $1,000.00 on behalf of your client, Mr. Peter McAllister.

The assessed value of this property is $9,750.00 and independent appraisals which we have indicate that no offer less than $6,500.00 would be acceptable. We are, therefore, returning your deposit cheque for $100.00 herein.

Yours truly,

F. G. Shears,
Director.

FGS:MA
Enc.

PHONE: FRASER 3515
[redacted]

ESTABLISHED 1911

JOHN H. SINCLAIR
BROKER

INSURANCE, CONVEYANCING COLLECTIONS,
MORTGAGES AND RENTALS

Rec'd JUL 25 1944
File No. 1170
Ans.
Entered Stamp

6464 FRASER STREET,
VANCOUVER, B.C.
CANADA

July 24th 1944

Department of the Secretary of State,
506 Royal Bank Building,
685 West Hastings Street,
Vancouver, B.C.,
Canada.

134

Dear Sir:

Re: Lots Four and Five (4&5), Block Five (5), District Lot One Hundred Ninety-six (196), Numbers Two Hundred Twenty and Two Hundred Twenty-four Main Street, Vancouver, British Columbia, Canada.

I hereby tender for purchase of the above property on behalf of Peter McAllister, "Welder", residing at 1037 East 62nd Avenue, Vancouver, British Columbia, Canada for the sum of One Thousand Dollars ($1000.00) cash in thirty days, for clear title.

Taxes, water rates and rents to be adjusted.

I herewith enclose my certified cheque for One Hundred Dollars ($100.00) as a Deposit.

975.00
100.00
875.00

I remain,
Yours respectfully,

J. H. Sinclair.

JHS/EBS
Encl. 1

11670 REGISTERED

14th July, 1944.

J.A. Mackichan Esq.,
2715 Main Street,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 134
220 - 224 Main Street

We have your letter of the 14th instant in which you make an offer to purchase the above property for the sum of $3,500.00.

We note that your client, Mr. Peter Jung, is now conducting business on these premises.

It is necessary for us to return your deposit cheque for $350.00 as the minimum price that can be considered is $6,500.00.

As mentioned to you when you called at our office, there have been other parties interested in the purchase of this property. Some of these offers while not reaching the required sum of $6,500.00 have been considerably in excess of your present offer.

Yours truly,

F. G. Shears,
Director.

FGS/FMH

encl.

CONVEYANCING
COLLECTIONS
INSURANCE:-
(ALL FORMS EXCEPT LIFE)

J. A. MacKICHAN

NOTARY PUBLIC

REAL ESTATE & INSURANCE

RESIDENCE & OFFICE PHONE
FAIR. 0468

2718 MAIN STREET.
VANCOUVER, B C

JUL 14 1944
11670

July 14th, 1944.

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

Dear Sir:

Re No. 134, No 3 Catalogue, Your File No. 11670, Lots 4 & 5, Blk. 5, D.L. 196,,220 - 224 Main St.

I have pleasure in submitting an offer for the above property made by my client, Peter Jung, 176 Powell St, City of Vancouver, Cafe Proprieter, Price offered is Thirty-five Hundred Dollars ($3500.00) cash. I enclose his certified cheque for Three Hundred and Fifty dollars ($350.00) 10% of the price offered.

Mr Jung is a Chineese, conducting the Cafe Business now on the said property.

I may say that if this offer is accepted I will expect to receive the usual 5% commission.

Yours truly,

JAmackichan

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

EVACUATION SECTION
Rec'd JUL 5 19
File to
Ans.
Referred

July 3, 1944.

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

File #11670

Dear Sir: re: New Pier Cafe

Further to our correspondence herein, we now enclose our cheque, in your favour, for the sum of $748.86, being the amount on hand at the present time, with the rents paid up until the end of June, 1944. This is not, of course, sufficient to pay the taxes and, as we informed you previously, we cannot be responsible for this property and you will have to look after the tax situation yourselves.

Mr. Muraki and Mr. Hiraishi have, in the past 2 years, borrowed $720.00 on their insurance in order to maintain a savings programme which they started years ago. Without further funds they are jeopardizing their entire life savings and that is another reason why your office should, in our opinion, consider a sale of the premises in the neighborhood of $5,200.00, since that is the request of the Japanese owners.

We enclose, herewith, our receipted account herein and Rental Statement.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

Encls.

Assessed value 9,750.00
Reid's valuation 6,000.00
Reeve's 5,750.00
Committees price 6,500.00

TELEPHONE: PACIFIC 5453

J. R. REID
NOTARY PUBLIC

GENERAL INSURANCE

"Homes a Specialty" FOR OVER 30 YEARS

REAL ESTATE
J.R. REID & Co
LOANS
VALUATIONS

515 GRANVILLE STREET
VANCOUVER, CANADA

June 26, 1944.

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

Dear Sir:

Catalogue No. 134,
220-24 Main St. Vancouver

Pursuant to your request of the 23 instant. We have inspected the above property and find that it comprises 50 ft. frontage on Main St. by 120 ft. in depth to lane on which is erected a one-storey frame building occupying the entire frontage and extending approximately 75 ft. in depth, now occupied by a Chinaman as a cafe.

The structure and condition of the building is not of the best and as there is no basement we are of the opinion that dry rot is setting in. All the floors and under pinning will require renewing in the near future.

We consider 50 ft. frontage in that location more than double the value of 25 ft. frontage.

Valuation $6,000.

11670

5750 Phone
650 Cash

June 2, 1944.

Messrs. Norris & MacLennan,
Barristers & Solicitors,
Bank of Nova Scotia Building,
602 W. Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 134,
220-224 Main Street, Vancouver.

Your letter of May 23rd, 1944 submitting an offer to purchase the above property for the sum of $5,200.00 has been received and considered.

We are not able to accept this tender. 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 $6500.00.

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

Yours truly,

F. C. Shears,
Director.

FCS:AS

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE, PACIFIC 8252

EVACUATION SECTION
Rec'd MAY 24 1944
File No. 11670
Ans. 26/5/6/44
Referred

Cat. 134

May 23, 1944.

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

Your File #11670

Attention Mr.Milsom

Dear Sir: re: 220-224 Main Street

Further to our correspondence herein we have to advise that we have now received an offer for these premises at a price of $5,200.00 cash and as we informed you previously we have instructions from the Japanese owners to negotiate a sale on that basis. We appreciate, however, that the sale cannot be made without the approval of your office.

The arrears of taxes on this property have been consolidated, pursuant to a consolidation plan, and in order to maintain the property in good standing the annual payment for taxes exceeds $1,000.00. The amount required to pay the taxes, if paid before July 3rd, 1944, is $1,039.49. We have on hand in Trust for this purpose approximately $700.00.

The writer will be out of the City until about the middle of June but we would like to have your advice upon his return whether this proposal to purchase is acceptable. It seems to us that it is definitely in the interest of the Japanese that this should be arranged.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

EVACUATION SECTION
Rec'd MAY 17 1944
File No. 11670
Ans.
Referred

May 16th, 1944.

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

Attention Mr. Gibson

Dear Sir: re Your File #11670

Further to your letter to us of the 4th instant, we now enclose, herewith, Lumbermen's Insurance Policy #9-6924, expiring on May 28th, 1947. We also enclose, herewith, the bill for the premium.

We have recently received instructions to endeavor to sell these premises for the Japanese owners because the rents are not sufficient to pay the overhead. The premises are rented at $80.00 per month and the anual taxes, including consolidated arrears, exceed $1,000.00 per annum. We have a prospective purchaser for the premises at a price of approximately $5,200.00 and the Japanese owners wish us to negotiate a sale on that basis. Before proceeding further, however, we would like to have your acknowledgment that it is in order for us to endeavor to arrange to complete a sale of the premises.

If this is not done we not only are unable to obtain advantage of tax rebate for payment before July 3rd, but the property would be subject to tax sale in the fall, apart from the protection it enjoys under your "management and control for the benefit of the owner."

You might please instruct us, therefore, to endeavor to sell the property.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

11670

May 4, 1944.

Messrs. Norris & MacLennan,
Barristers At Law,
Bank of Nova Scotia Bldg.,
602 West Hastings St.,
VANCOUVER, B. C.

Dear Sirs:

Re: Atlas Assurance Policy No.
M246037

Please by advised that the above numbered policy will expire on May 28th next.

It covers for $5,000.00 on a one story brick building with patent roof, described as a Restaurant and Second Hand Furniture Store located on Lots 4 and 5, Block 5, D. L. 196 and being No. 220-224 on the East side of Main Street in the City of Vancouver.

As agents for that property we would ask you to instruct the Insurance Company to renew this coverage at expiry date; and in doing so, please see that the occupancy is properly described on the renewal policy, and also it might be wise to check up on the amount being carried to see that it covers the present insurable value of the building. Please note that there is an 80% co-insurance clause on the present policy.

The policy should be written in the name of the "Secretary of State of Canada, acting in his capacity as Custodian", and the original sent here along with the bill for the premium.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

H. B. AKROYD
DIRECTOR

J. M. BIRKENSHAW
DIRECTOR

RICHARDS, AKROYD & GALL, LIMITED

(Established 1885)

INSURANCE - REAL ESTATE - RENTALS - MORTGAGES

CABLE ADDRESS
RIKROYD

614 PENDER STREET, WEST

VANCOUVER, B.C.

TELEPHONE
MARINE 6141

EVACUATION SECTION
Rec'd APR 20 1944
File No.
Ans. Sm S (JS)
Referred Gibson

April 19, 1944.

AGENTS FOR

ATLAS ASSURANCE COMPANY, LTD.
LONDON, ENGLAND

LAW UNION & ROCK INSURANCE CO., LTD.

FIRE

MARINE

THE LONDON & LANCASHIRE GUARANTEE & ACCIDENT COMPANY OF CANADA

AUTOMOBILE

ACCIDENT

LIABILITY

INLAND TRANSPORTATION

BONDS

ELEVATOR

BURGLARY

THE BRITISH COLUMBIA PLATE GLASS INSURANCE CO.

PLATE GLASS

MONTREAL LIFE INSURANCE COMPANY

LIFE

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

Attention Mr. Gibson

Re: Atlas Policy #M-246037 -
T. Hiraishi (File #12162) and
S. Muraki (File #3327)

We wish to remind you that the above-mentioned policy, covering $5000.00 on the building at 220-224 Main Street, will expire on the 28th day of May next.

Your instructions regarding renewal would be very much appreciated.

Yours truly,

RICHARDS, AKROYD & GALL, LTD.

Managing-Director.

ES.

11670

July 30th, 1943

Mr. W. Green,
545 Main Street, #3,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 134.

Your letter of the 13th instant written on behalf of Mr. J. B. Sam enclosing cheque for $360.00 and offer to purchase 220-224 Main Street for the sum of $3,600.00 has been received and considered.

We are not able to accept this tender and are returning Mr. Sam's 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 $5,750.00.

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.

See enclosed letter July 13/43.

FGS/GH

Enc.

DOUGLAS W. REEVE, F.S.I.
CHARTERED SURVEYOR AND VALUER
GEORGE A. WATSON

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON

ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES

MEMBERS VANCOUVER REAL ESTATE EXCHANGE

BANK OF NOVA SCOTIA BUILDING
602 WEST HASTINGS STREET
VANCOUVER, B.C.

19th July, 1943.

The Custodian's Office,
Vancouver, B.C.

File No. 11670

Dear Sir:

Catalogue No. 134
Lots 4 and 5 Block 5 D.L. 196
220-224 Main Street.

We have inspected this property and beg to report as follows:-

Location Inferior East End commercial and shop district.

Land 50' x 120' on East side of Main Street near Powell Street.

Building 1 storey brick store built in 2 sections older portion 20' x 75' newer portion 30' x 50'½ older portion, wood shop front, no plumbing. Newer portion, vitrolite base under plate glass with chromium bars, 2 lavatories. Wiring in conduit. Occupied as a restaurant.

Condition Floors not properly ventilated and dry rot has started in several places. Roof of older section leaking. General condition fair.

Rent $80. per month on lease expiring April 1947. Tenant pays water rates.

City Assessment $9,750 (Land $7,000 Building $2,750) Land Assessment excessive and probably a hang-over from better times. District has depreciated badly.

Taxes $422.66

Appraisal The high taxes with cost of insurance, maintenance, etc., reduce the surplus for interest and depreciation to less than $400. yearly. Roof repairs are needed and the floors will probably have to be renewed before long.

We are of the opinion that the market value of this property is $5,750.

Yours faithfully,

JOHNSON, REEVE & WATSON

per Geo Reeve

545 Main Street, #3.
Vancouver, B. C.
July 13, 1943.

1167 0.

The Custodian
506 Royal Bank Bldg.
675 West Hastings St.
Vancouver, B. C.

Dear Sir:

My client, J. B. Sam, offers the sum of Three Thousand Six Hundred Dollars ($3,600.00) cash for the property known as the New Pier Cafe at 220-224 Main Street, in the City of Vancouver.

It is listed in your catalogue as number 134 and is legally described as Lots Four (4) and Five (5), in Block Five (5), District Lot 196.

His certified cheque for Three Hundred and Sixty Dollars ($360.00), ten per cent of his bid, is enclosed herewith.

Yours truly

W. Green
agent

Enc:

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

May 4th, 1943.

EVACUATION SECTION
Rec'd MAY 6 1943
File No. 11670-5116
Ans.
Referred Interim

11670
5116

The Custodian of Enemy Property,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your files 11670, 5116 and 3327 - Hideo MURAKI (H.Kariya)

We wrote you on February 19th, 1943 enclosing written instructions of Mr. Shizuo Muraki to pay monies to us in this connection. We have not had any reply.

We are now in receipt of tax notice showing that the sum of $1,076.07 must be paid before July 3rd, 1943 in connection with the New Pier Cafe property; otherwise the sum of $17.45 rebate will be lost. We have not sufficient funds on hand to make this payment unless we receive at least $349.15 from you. We hope then to be in a position to pay the full amount of the taxes. You might send us that amount by return and it is possible that there are other monies now in your hands of Hideo Muraki by which that payment can be increased at this time.

Yours truly,

NORRIS & MacLENNAN,

Per:

JM/WS

COPY

Norris & MacLennan,
Barristers &c.
602 West Hastings St.
Vancouver, B.C.

We, the undersigned partners of New Pier Cafe, hereby direct and authorize you to pay taxes on Lots 4 and 5,Block 5 District Lot 196, Group 1, New Westminster District, and to pay $30.00 per month to The Prudential Trust Company Ltd. in respect to Independence Founders Investment Certificate No. A-2115 and Life Insurance Contract respecting the same Numbered 192, and to make such other further disbursements on behalf of the partners as you may deem necessary to protect our interests in the Vancouver Defence Area in the absence of the Partners.

AND FOR SO DOING, THIS SHALL BE YOUR SUFFICIENT AUTHORITY.

DATEDat Vancouver, British Columbia, this 13th day of May, A.D.1942.

"S.MURAKI"

"MRS.T.HIRAISHI"

WITNESS:

"J.A.MacLENNAN"

Solicitor.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

EVACUATION SECTION
Rec'd JAN 12 1943
File No. 11670
Ans.
Referred McArthur
out

January 9th, 1943.

The Custodian of Enemy Property,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: New Pier Cafe - Your file No. 11670

We have no personal knowledge of Mr. Jung Bow Sam. Our understanding, however, is that he was an equal partner with Henley Chee and we have been informed by several people that Jung Bow Sam is a person of substance and of good repute. However, that really does not concern us, particularly because Henley Chee, the original Lessee, has not been released and he is responsible for the payments as well as Jung Bow Sam. The effect of the Assignment is really to make two persons responsible where one was responsible before.

With reference to B. C. Purchasers' Co-Operative Association, Farmers' Products Distributing Company and New Pier Cafe, we do not hold Powers of Attorney in the strict sense of the term but have merely been instructed as Solicitors for these concerns to attend to their affairs and supervise matters in their absence.

The other matters mentioned in your letter entail, in our opinion, a lot of unnecessary work and we are loathe to charge our clients for the extra work that you are asking us to perform. We shall, however, endeavor to give you the information which you want just as soon as reasonably convenient.

Yours truly,

NORRIS & MacLENNAN,

Per:

JAM/WS

11670

Jan. 8, 1943.

Messrs. Norris & MacLennan,
Barristers & Solicitors,
602 W. Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: NEW PIER CAFE,
Our File #11670.

Further to our letter of January 4th in the above connection we note that in the Agreement dated the 31st day of March, 1942 between the New Pier Cafe and Henley Chee, reference is made (page 5, last paragraph) to a Declaration of Trust dated December 12, 1938 between Shisuo MURAKI, Teru HIRAISHI as Trustees and Shisuko MURAKI, Hideo MURAKI, Kimi HIRAISHI, Kitaro HIRAISHI as Beneficial owners.

Our file is incomplete without a copy of this document and we would therefore request that you send this document, or copy of same, with the other information asked for in our letter of January 4th.

We will appreciate your kind attention to this matter.

Yours truly,

A. G. McArthur,
Administration Department.

AGM:AS

C

File #11670. Jan. 4, 1943.

MEMORANDUM.

To: Mr. Sheers.

From: A. G. McArthur.

The original lease herein was dated March 31, 1942 and was made between the 6 partners doing business under the name of the New Pier Cafe, as lessors, and Henley Chee as lessee. The premises covered are situated at 220 Main St., Vancouver on land described as Lots 4 & 5, Blk. 5, D.L. 196. The original lease was drawn by Morris and MacLennan acting for the Japanese partners.

There is nothing on file to show why Chee is making the assignment, nor to establish that Jung Bow Sam is a reliable person, although the covering letter to Morris and MacLennan requests that this be set out. In the meantime, the assignment protects the rights of the lessor in as much as the Assignor Chee is not relieved of his liabilities.

The assignment as a document appears to be in order and your signature will be required to make it effective.

A. G. McArthur.

AGM:AS

11670

Jan. 4, 1943.

Norris & MacLennan,
Barristers & Solicitors,
602 W. Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: New Pier Cafe, Our File #11670.

We acknowledge your letter of December 27th and return herewith the Assignment of Lease Henley Chee to Jung Bow Sam duly endorsed with the approval of the Custodian.

We note that you state in your letter of Oct. 27th 1942 that Jung Bow Sam is a partner of Henley Chee although the original lease New Pier Cafe to Chee did not so state. We presume that Jung Bow Sam is a proper and responsible person to live up to the obligations under this assignment and would be glad to have a letter on file from you in this connection. At the same time, would you please set out the nature of the partnership between these Chinese persons.

Relative to the Independence Founders Investment Certificate which you state in your letter of Oct. 27th is combined with life insurance policies, would you please furnish us with particulars of the certificate including the names of the assured, the amounts of principal and premium, dates of expiry and names of beneficiaries in each case. According to your statement dated June to Oct. 1942, three payments of $30.00 and one payment of $60.00 have already been deducted from the rents and applied on this certificate, and this office requires to be in a position to give approval to any and all disbursements made from funds under our control. From our point of view it is much more satisfactory to have all monies collected on behalf of Japanese persons sent to this office less the arranged collection charge and any other approved deductions with covering paid vouchers. Statements should be delivered to this office monthly, and we would ask you to kindly meet us in this regard. This is our customary requirement from all agents and is desired by the audit branch of our accounting department.

(over)

File #465

MEMORANDUM

December 23, 1942.

EVACUATION SECTION
Rec'd DEC 23 1942
File No.
Ans.
Referred

TO: Mr. R. P. Alexander,

FROM: Mr. K. W. Wright.

Re: P/W A-396 - HIRAISHI, Kitaro

The above internee owns a quarter share interest in the New Pier Cafe. He was interned on April 21st, and therefore all monies disbursed and collected in connection with the affairs of the New Pier Cafe should be transferred to this man's account in the Internee Section, to the extent of one quarter of the monies involved as from April 21st to date.

Would you please be so kind as to have these funds transferred from the corresponding Evacuee File to Internee file #465 in the ledger.

WGB/MFP

11670

2nd December, 1942

Messrs. Norris & MacLennan,
Bank of Nova Scotia Building,
602 Hastings Street West,
Vancouver, B. C.

Dear Sirs:

Re: New Pier Cafe.

Referring to your letter of October 27th in which you enclosed Assignment of Lease for our approval.

Preparing to attend to this matter this morning we find that the Assignment in referring to the original Indenture of Lease has omitted the name of Kimi HIRAISHI. The typist evidently skipped the words "wife of Kitaro HIRAISHI" and then described Teru HIRAISHI as a Cashier instead of Kimi.

It is therefore necessary for us to return this document to you for this correction to be made and upon its return we will give it our immediate attention.

Yours truly,

F. G. Shears,
Manager.

FGS/PHH

Encl.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8254

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

Shears

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 30 1942

October 27th, 1942.

ATTENTION MR. SHEARS

The Custodian of Enemy Property,
Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your file #11670 - New Pier Cafe, 220 Main St. - and Partners

We acknowledge your letter of the 26th inst. and enclose herewith statement showing the disbursements in this matter and the receipts at the rate of $80.00 per month since the 1st day of April, 1942.

We have been instructed by Mr. Muraki and Mr. Hiraishi, the two main partners, to maintain in effect Independence Founders Investment Certificate which is combined with Life Insurance Policies requiring payments of $30.00 each month. We have advised the Independence Founders that there are not sufficient monies on hand or accruing to pay the $30.00 per month and that so far as the savings aspect of the Certificate is concerned, we do not wish to continue the payments but only to pay the monies necessary to maintain the Life Insurance Policies. So far we have had some difficulty in obtaining a statement from the Independence Founders informing us exactly what amounts are required to maintain the insurance. We expect, however, to receive this shortly when we will be in a position to know exactly how much money we should disburse each month.

The difficulty in this connection is that the taxes amount to approximately $1,100.00 a year. The situation is not quite so bad as it appears on the face of it because your Office has approximately $350.00 of Hideo Muraki and he has acknowledged that he owes this money to our client, Mr. Shizuo Muraki. We shall communicate with you again when we have more information in connection with the Insurance Contract.

October 27th, 1942.

The Custodian of Enemy Property:

In the meantime, Mr. Henley Chee, the Lessee, has assigned the Lease to his partner, Jung Bow Sam. We are in receipt of a letter from Mr. Arthur Mellish, Solicitor for Jung Bow Sam, enclosing Assignment of the Lease for the consent and approval of the Custodian. We informed Mr. Mellish that we could see no objection to Mr. Chee assigning the Lease so long as it was fully understood that Mr. Chee remained liable in the event of any default and that is the understanding. We enclose herewith the Assignment for the endorsement of the Custodian and suggest that the Custodian's Office endorse on the back over the signature of the Custodian the following, or words of a like purport:

> "The within Assignment is consented to on behalf of the Lessors without prejudice to the rights of the Lessors or the Custodian of Enemy Property to recover the monies payable herein from the Assignor."

We enclose also copy of the Lease between New Pier Cafe Partners and Henley Chee. The New Pier Cafe Partners prior to April 1st, 1942 left with us monies which we disbursed in payment of taxes and other necessary disbursements, leaving a debit balance in our hands, apart from rentals, of the sum of $2.52. This we have shown on the enclosed statement as a payment of balance of taxes in the amount of $2.52 out of the rentals received. Actually the taxes were paid in one cheque and amounted to $1,115.80.

In view of the fact that we have disbursements to make monthly in this account and have to keep in close touch with the Life Insurance situation, we suggest we retain the monies in our trust account and suggest also that you remit to us at this time the monies owing to Shizuo Muraki from Hideo Muraki which are in your possession amounting to the sum of $349.15.

Yours truly,

NORRIS & MacKENNAN,

Per: J. A. Mellish

JAM/WS
ENCLS.

11670

26th October, 1942

Messrs. Norris & MacLennan,
Bank of Nova Scotia Building,
602 Hastings Street West,
Vancouver, B. C.

Dear Sirs:

There has been considerable correspondence between our office and yourselves in connection with the New Pier Cafe and particularly in regard to the sale of the goods and chattels of the business.

In addition to this, however, it would appear that the premises at 220 Main Street have also been leased to Mr. Henley Chee for the period of five years at $80.00 per month. The six partners of the New Pier Cafe having registered with us, these monthly payments should be paid to this office.

Will you kindly submit to us a Statement of the revenues received and remit to us the balance on hand and arrange for subsequent monthly rentals to be paid to us each month and reported on our regular monthly statements.

It would be desirable for us to have a copy of this rental lease on our file and it would be appreciated if you would give your kind attention to these matters.

Yours truly,

F. G. Shears,
Manager.

FGS/PMH

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
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SEP 8 1942

September 4th, 1942.

ATTENTION MR. ALEXANDER

The Custodian of Enemy Property,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your files 11670-12192
New Pier Cafe and Farmers' Products Distributing Co.

We acknowledge your letter of the 1st inst. and have now ascertained the true situation in regard to the above, which is as follows.

The New Pier Cafe some years ago purchased shares in the Farmers' Products Distributing Company Limited and paid therefor $200.00. Last Fall the members of the two Companies decided that some of the members in the Farmers' Products Distributing Company would transfer their shares in that Company to the B. C. Purchasers' Co-Operative Association and in return receive from the B. C. Purchasers' Co-Operative Association the amount of monies paid originally by the shareholders to the Farmers' Products Company. The shares actually were transferred on the books of the B. C. Purchasers' but the war prevented these Companies from carrying on their

September 4th, 1942.

The Custodian of Enemy Property:

businesses and it was arranged that the shareholders of Farmers' Products Company who had transferred their shares to the B. C. Purchasers' Co-Operative Association should be entitled to a credit on the books of the Association but would wait until after the war before receiving payment for the transfer of their shares. New Pier Cafe is in that position and is quite agreeable to waiting until after the war before receiving payment.

Under those circumstances, the claim of the New Pier Cafe is being held in abeyance along with other claims and the monies of B. C. Purchasers' Co-Operative Association being kept intact in order that as soon as the war is over, the Association will be able to carry on as originally planned.

Yours truly,

NORRIS & MacLENNAN,

Per:

JAM/WS

11670 & 12192

1st September, 1942.

Messrs. Norris & MacLennan,
Barristers and Solicitors,
602 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: New Pier Cafe and Farmers' Products Distributing Company

Reference is made to the latter portion of your letter dated August 27th from which it appears to us that the Farmers' Products Distributing Company has borrowed the sum of $200.00 from the New Pier Cafe and that in some way, not entirely clear to us, it is proposed that the B. C. Purchasers' Co-operative Association is to satisfy the New Pier Cafe in so far as this transaction is concerned.

On August 27th we forwarded to you a claim for $11.66 made by the B. C. Telephone Company against the Farmers' Products Distributing Company.

If the funds of the Farmers' Products Distributing Company are also under your control we would appreciate your taking the necessary action, thereafter reporting to us accordingly.

Yours truly,

R. P. Alexander
Manager

RPA:LF

Alexander.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

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J. A. MACLENNAN, LL.B.

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CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

August 27th, 1942.

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

Attention Mr. Alexander.

Dear Sir:

Re: Your File No. 11670 -
New Pier Cafe.

With reference to our recent correspondence relating to the sum of $19.71 owing by the New Pier Cafe to B. C. Purchasers' Cooperative Association, we are now in receipt of a letter from Mr. Muraki advising us that the account is correct and that it is in order to pay the claim to B. C. Purchasers' Cooperative Association.

We have today transferred the sum of $19.71 from the account of the New Pier Cafe in our hands to the account of B. C. Purchasers' Cooperative Association. Enclosed herewith is the receipt for your files.

While the New Pier Cafe is indebted to the B. C. Purchasers' Association in the sum of $19.71 and we have been instructed to pay the same by the New Pier Cafe, Mr. Muraki, the Manager of the New Pier Cafe, forwarded to us at the same time as he authorized payment to the B. C. Purchasers' claim a receipt in favour of the New Pier Cafe

3

in the sum of $200.00 from Farmers' Products Distributing Company. Mr. Muraki advises that it was arranged with the B. C. Purchasers' Cooperative Association when Mr. Muraki was in Vancouver that the B. C. Purchasers' Association would take care of the Farmers' Products Distributing Company's indebtedness as soon as the B. C. Purchasers' Association accounts are settled. We are not quite sure of the method by which it was proposed that the B. C. Purchasers' Association look after the Farmers' Products Distributing Company's indebtedness to the New Pier Cafe but most of the members of the Farmers' Products Company are also members of the B. C. Purchasers' Cooperative Association and their affairs are very closely linked. The question of this claim against the Farmers' Products Company can therefore remain in abeyance until such time as the monies of the Farmers' Company or the B. C. Purchasers' Cooperative Association are being distributed.

Yours truly,

NORRIS & MacLENNAN,

Per

JAM/M^C

11670

11th August, 1942.

Messrs. Norris & MacLennan,
Barristers and Solicitors,
602 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: New Pier Cafe

Reference is made to your letter dated August 3rd in connection with the claim for $19.71 made by the B. C. Purchasers' Co-Operative Association against the New Pier Cafe.

As it is our understanding that you represented the six partners who were carrying on the business of the New Pier Cafe, at least in so far as the sale of the goods, chattels, goodwill and use of the name "New Pier Cafe" were concerned to Mr. Henley Chee, we presume that you are in a position to determine whether or not the claim of $19.71 mentioned is correct. If the claim is, in fact, correct we would appreciate your being good enough to effect settlement of this particular claim from monthly rentals being collected by you on behalf of the six partners, and having done so to report to us accordingly.

Yours truly,

R. P. Alexander
Manager

RPA:LF

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

A Alexander

OFFICE OF THE CUSTODIAN
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August 4th, 1942.

ATTENTION MR. ALEXANDER

The Custodian of Enemy Property,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your file #11670 -
New Pier Cafe.

Further to our letter to you of the 3rd inst., we now enclose herewith copy of Declaration of Chujiro Wakabayashi dated the 29th of April, 1942, attached to which is a copy of the statement of accounts receivable of B. C. Purchasers' Co-Operative Association. This is a duplicate of what was forwarded to you on April 29th, 1942 but which appears to have been mislaid in your office.

We have struck out in red pencil the names of the debtors who have paid their accounts or have made other arrangements regarding the same since our original communication to you.

Yours truly,

NORRIS & MacLENNAN,

Per:

JAM/WS
ENCL.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

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August 3rd, 1942.

ATTENTION MR. ALEXANDER

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

Dear Sir:

Re: Your file #11670 -
New Pier Cafe

We acknowledge your letter of the 28th ultimo and have been informed by our clients that the claim of B. C. Purchasers' Co-Operative Association against New Pier Cafe for the sum of $19.71 has not yet been paid.

We note that you cannot find the original Declaration showing the accounts receivable of B. C. Purchasers' Co-Operative Assn. although for your information, we did send the same to you on April 29th, 1942. We are, however, preparing a further list and will be forwarding it to you in the course of the next few days in order that our client's interests may be looked after.

Yours truly,
NORRIS & MacLENNAN,
Per:

JAM/WS

11670,
5116,
3327

30th July, 1942.

Messrs. Norris & McLennan,
Barristers, etc.,
602 West Hastings St.,
Vancouver, B.C.

Dear Sirs:-

Re: Hideo Muraki
(H. Kariya)

Reference is made to the last paragraph of your letter dated July 28th in connection with the liability of Mr. Hideo Muraki (H. Kariya) in favour of Mr. Shizuo Muraki.

As stated in the last paragraph of our letter to you dated July 24th, we are endeavouring to secure confirmation of this liability.

To date we have not been able to obtain from the Royal Canadian Mounted Police any information regarding the police registration Number and present address of this man, but we expect to receive this information shortly and when it is in our hands we will communicate with Mr. Hideo Muraki and endeavour to obtain the confirmation desired.

We might state at this time that we are holding a credit balance on the books for $349.15 in favour of Mr. Hideo Muraki.

Yours truly,

R.P. Alexander,
Manager.

RPA:FM

11670

30th July, 1942.

Messrs. Norris & MacLennan,
Barristers, etc.,
602 West Hastings St.,
Vancouver, B.C.

Dear Sirs:-

Re: New Pier Cafe

Thank you very much for your letter dated July 28th from which we observe that payment of $1,115.80 for taxes was in fact made on July 2nd.

Relative tax receipt is returned herewith.

We would appreciate your informing us of the relationship of the Mr. William White mentioned in relative tax receipt to the property in question.

We are writing to you separately regarding the liability of Mr. Hideo Muraki (H. Kariya) in favour of Shizuo Muraki.

Yours truly,

R.P. Alexander,
Manager

RPA:FM
Enc.

11670

28th July, 1942.

Messrs. Norris & MacLennan,
Barristers, etc.,
Bank of Nova Scotia Bldg.,
Vancouver, B.C.

Dear Sirs:-

Re: New Pier Cafe

Although we cannot find the original, our files indicate that the B.C. Purchasers' Co-operative Association filed a claim with us sometime ago for $19.71 against the New Pier Cafe.

If the information is available, we would appreciate your informing us whether or not the claim in question has been paid.

Yours truly,

R.P. Alexander
Manager

RPA:FM

Alyander.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5284

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

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3327
5/16

July 28th, 1942.

The Custodian of Enemy Property,
Evacuation Section,
501 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your file #11670 - New Pier Cafe

We acknowledge your letter of the 24th inst. and failing a reply to our letter of the 19th ultimo, we did, in fact, make payment of the sum of $1,115.80 for taxes. We enclose herewith tax receipt for your inspection and would appreciate return of this at your earliest convenience as we desire to retain it on our files for future reference.

We shall prepare as soon as possible a statement regarding the collections and expenditures in respect of the partners herein. In the meantime, we are forwarding statements in regard to June rentals under separate cover.

We should like to hear from you at your first opportunity regarding confirmation from Mr. Hideo

July 28th, 1942.

The Custodian of Enemy Property:

Muraki (H. Kariya) of his liability in favor of Shizuo Muraki.

Yours truly,

NORRIS & MacLENNAN,

Per:

JAM/WS
ENCL.

NOTE - TO FILE

July 24th, 1942.

re FILE REF.#11670 - NEW PIER CAFE.

The ownership of this business as disclosed by agreement dated December 28th, 1938, is as follows:

Hideo MURAKI - one-eighth interest - File 5116

Shizuko MURAKI - one-eighth interest - File 9061

Shizuo MURAKI - one-quarter interest - File 3327

Kitaro HIRAISHI - one-quarter interest - File #1794

Toru HIRAISHI - one-eighth interest - File No. #1795

Kimi HIRAISHI - one-eighth interest - File No. #1796

The attached correspondence indicates that the New Pier Cafe sold its goods and chattels, together with the lease, to Mr. Louie Chee, the client of Frederick Aubrey, Solicitor, for $3,000.00, and at the same time leased the premises to Mr. Chee for five (5) years at a rental of $80.00 per month, payable in advance.

Norris & Maclennan are the solicitors for the vendors.

Mr. Hideo MURAKI, File No. 5116, was evacuated previous to sale and his share of the purchase price was paid to the Custodian's office; and the amount of $949.15 stands to his credit on our books. Particular attention must be paid to the case of Hideo MURAKI, who was evacuated under the name of K. Kariya.

WPA:EB.

11670

July 24th, 1942

Messrs. Norris & MacLennan,
Barristers, Solicitors, &c.,
602 West Hastings Street,
Vancouver, B.C.

Dear Sirs:-

re New Pier Cafe

My attention has been drawn to your letter dated June 19th addressed to Mr. Drewry and I cannot trace any reply having been made to your communication.

I presume that payment was made on or before July 3rd in the sum of $1,115.80 for taxes. If this is correct would you please forward to us relative tax receipt for our inspection. Thereafter, we would appreciate your providing us monthly with a statement of your trust account, showing particulars of all the collections and expenditures insofar as the six partners are concerned, three of whom (the Muraki family) have already registered their assets with us.

We are endeavouring to obtain from Mr. Hideo Muraki (H. Kariya) confirmation of his liability in favour of Shizuo Muraki.

Yours truly,

R.P.Alexander
Manager

RPA:BB.

D

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

C

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

OFFICE OF THE CUSTODIAN
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JUN 23 1942

June 19th, 1942

ATTENTION MR. DREWRY

The Custodian of Enemy Property,
Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: New Pier Cafe

We acknowledge your letter of the 17th inst. and would refer you to our letter addressed for your attention and dated March 21st, 1942 re New Pier Cafe and Henley Chee.

The partners of the New Pier Cafe, their addresses and interest therein, are as follows:

	Name	Address	Interest
n/f	Kitaro Hiraishi	472 Cordova St. East	1/4
3327	Shizuo Muraki	606 45th Ave. East	1/4
	Teru Hiraishi	472 Cordova St. East	1/8
	Kimi Hiraishi	472 Cordova St. East	1/8
9061	Shizuko Muraki	606 45th Ave. East	1/8
5116	Hideo Muraki	110 Water St.	1/8.

Yours truly,

NORRIS & MacLENNAN,

Per: J. A. MacLennan

JAM/WS

A

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BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8254

n/v K Hiraishi
220 Main

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
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JUN 15 1942

June 11th, 1942.

ATTENTION MR. DREWRY

The Custodian of Enemy Property,
Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: New Pier Cafe

We have on hand in our trust account at the present time approximately $1,200.00 of the partners in this concern. We have been instructed to look after payment of the taxes. Taxes have been consolidated and there is a payment due on or before July 3rd, 1942 in the sum of $1,115.80. We propose to expend the bulk of the monies in our possession in payment of these taxes and presume that this is in order insofar as your office is concerned.

Yours truly,
NORRIS & MacLENNAN,
Per: J. A. MacLennan

JAM/WS

DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:

IN THE MATTER of DEBTORS OF B. C. PURCHASERS' CO-OPERATIVE ASSOCIATION, AND IN THE MATTER OF THE CUSTODIAN OF ENEMY ALIEN PROPERTY

I, Chujiro Wakabayashi, of 439 Powell Street, in the City of Vancouver, in the Province of British Columbia, DO SOLEMNLY DECLARE:

1. THAT I am a Director of B. C. Purchasers' Co-Operative Association, an Association duly incorporated under The Co-Operative Associations Act of the Province of British Columbia, with registered office at 311 - 602 West Hastings Street, and place of business at 573 East Hastings Street, both in the City of Vancouver, in the Province of British Columbia.

2. THAT attached hereto and marked Exhibit "A" to this my Declaration is a list of persons indebted to the said B. C. Purchasers' Co-Operative Association.

3. THAT the said accounts are now due and owing to the B. C. Purchasers' Co-Operative Association for merchandise sold and delivered.

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, in the Province of British Columbia, this 29th day of April, 1942.

C. Wakabayashi

A Commissioner for taking Affidavits within British Columbia.

B. C. PURCHASERS' CO-OPERATIVE ASS'N.

FINAL OUTSTANDING ACCOUNTS — APRIL 29, 1942

	Cordova Grocery Toku Nishikawara	790 Cordova St.	27.82
	Edamura Shigejiro	804 Hastings St. E.	12.70
	Hamade Matsunosuke	2700 Commercial Dr.	29.45
Pd. - lr. May 14/42	~~Hamade Yoshigoro~~	1102 Commercial Dr.	11.38
	Hirai Fukutaro	1500 Barclay St.	139.03
	Ichii Chiyomatsu	4265 Dunbar St.	2.75
	Ikuta Kikumatsu	575 Hastings St. E.	35.72
	Iwasa Kihachi	300 Dunsmuir St.	14.91
	Kariya Ichisuke	1548 41st Ave. W.	12.80
	~~Kato Masagoro~~	~~5626 Dunbar St.~~	~~17.84~~
	Kikuta Toshio	5675 Granville St.	88.43
	Kimura Masajiro	1649 2nd Ave. W.	11.78
	Kitagawa Kazo	500 Smythe St.	2.36
	Kojima Ju	420 Pender St. W.	15.07
	Kojima Yasuzo	1602 Davie St.	10.72
	Kusayanagi Toshio	2704 Granville St.	12:44
	Matsubayashi Hejiro	345 Pender St. W.	34.22
	Matsumiya Masuo	235 Powell St.	27.02
	Miyagawa Sutezo	614 Davie St.	7.46
	Nakamura Muneo	2339 Granville St.	18.47
	Nakamura Shigeo	760 Nelson St.	65.81
	~~New Pier Cafe~~	~~220 Main St.~~	~~19.71~~
	Nishi Nikichi	3795 Main St.	140.63
	Okur Inosuke	1112 Pender St. W.	133.17
	Sarayama Hageme	756 Davie St.	16.79
	Seo Matsuichi	2798 4th Ave. W.	46.07
	Shimoda Fumiko	1254 Davie St.	34.78
			989.33

	Brought forward	989.33
Soga Nobujiro	1201 Pender St. W.	121.14
Sogawa Shizuko	P.O. Box 141, Steveston	7.11
Takasaki Kaoru	2134 41st Ave. W.	6.12
Tamaki Ichitaro	501 Burrard St.	8.55
Tanaka Kanezo	2085 16th Ave. W.	255.33
Takasaki Masaru	1198 Davie St.	79.35
Uwate Yoshio	994 Nicola St.	43.39
Watanabe Sumie	784 Hastings St. E.	42.97
Yada Genichiro	3390 Hastings St. E.	9.75
Yamamoto Fumio	2095 Yew St.	235.82
Yamanobe Kasaku	1387 Granville St.	14.92
~~Yoshida Yonekazu~~	1321 Pender St. W.	21.96
Yoshitomi Chiyoko	1175 Granville St.	10.29
Yanamoto Hotsumi	1036 Robson St.	26.98
	Total	1873.01

NON-MEMBERS

Fukushima Shiotaro	477 Powell St.	1.65
Haramoto Shigenori	1099 Howe St.	12.29
Inouye Kijuro	95 Cordova St.	51.33
Inouye Itsuhei	443 Abbott St.	2.40
Koda Michinosuke	1097 Broadway W.	4.90
Kurushima Kanzo	20 Templeton Dr.	48.15
New Fish Co. T. Tanaka	394 Powell St.	18.37
Omori Yataro	628 Geogia St. E.	3.55
Mukai Yoshiko	Steveston, B.C.	2.25
Shiomi Hikotaro	4554 Main St.	10.33
Tanaka Masuya	2002 West 4th Ave.	8.61
		163.83

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
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APR 8 1942

April 4th, 1942.

The Custodian of Enemy Alien Property,
Royal Bank Bldg.
Vancouver, B. C.

ATTENTION MR. DRURY

Dear Sir:

Re: New Pier Cafe

The above transaction mentioned in your letter of the 27th ultimo has now been completed and we received the sum of $3,105.00 from Mr. Henley Chee, the purchaser. This was made up of $3,000.00, being the purchase price, $80.00 being rent of the premises for the month of April, and $25.00 being Mr. Chee's proportion of our fees. Of the purchase price, namely the sum of $3,000.00, one-eighth is the property of Hideo Muraki who has been evacuated and therefore, the sum of $375.00 would ordinarily be paid to you. However, as we arranged with you, we paid Mr. Hideo Muraki's income taxes on March 31st amounting to $26.22.

Our total fees chargeable to the New Pier Cafe amount to the sum of $77.00, including disbursements. Mr. Hideo Muraki's share of this is $9.63. Mr. Muraki's share of the April rent is $10.00.

April 4th, 1942.

The Custodian of Enemy Alien Property,

We therefore, enclose herewith our cheque in your favor for the sum of $349.15, being $385.00 less the income taxes and share of our account. We trust you find the same in order. You might kindly acknowledge receipt.

For your information, we enclose also copy of promissory note of H. Muraki in favor of S. Muraki for $1,000.00, payable on demand.

Yours truly,

NORRIS & MacLENNAN,

Per:

JAM/WS
ENCLS.

P. S. On behalf of Mr. Shizuo Muraki we hereby make demand for payment of $1,000.00 pursuant to the Promissory Note, copy of which is enclosed.

JAM.

One eighth of purchase price $375
Share of costs 1/2 of $20 10
385

Income taxes 26.22
1/8 of fees 9.63 35.85
349.15

March 27, 1942.

Morris & MacLennan,
Barristers at Law,
Bank of Nova Scotia Building,
602 West Hastings Street,
Vancouver, B. C.

Attention: Mr. J.A.MacLennan, Ll.B.

Re: New Pier Cafe and Henley Chee

Dear Sir:

Further to my conversation with Mr. MacLennan, I am returning the Partnership Agreement enclosed with your letter of the 24th instant.

We have considered the transaction as outlined in your letter and it would appear that, so far as the Custodian's office is concerned, there is no objection to the transaction, provided, however, that in the case of Hideo Muraki, who you state has been evacuated, his share in the proceeds of the sale and in any of the remaining assets of the partnership has vested in the Custodian and are therefore subject to the control of the Custodian and can only be dealt with as directed by the Custodian.

You will understand that, as and when any of the other partners are evacuated, their interests will likewise vest in the Custodian.

I note your request that the Custodian permit the share of Hideo Muraki be paid to Shizuki Muraki. It will, however, be necessary for this money to be paid over to the Custodian and, if Shizuo Muraki has any claim upon Hideo Muraki, particulars should be filed with the Custodian.

Norris & MacLennan,
Barristers at Law,
602 West Hastings Street,
Vancouver, B. C.

The real estate mentioned will vest in the Custodian progressively, as the partners are evacuated, and any dealing with this property will be subject to the control and direction of the Custodian.

With respect to your request that the Custodian permit Shizuki Muraki to execute the papers on Hideo Muraki's part, pursuant to the power of attorney which you state he holds, the Custodian will have no objection to this but assumes no responsibility for the sufficiency of Shizuki Muraki's power.

Yours truly,

Manager,

CLD/BM

See it
copy in case

March 27, 1942.

MEMORANDUM

Parnership Agreement dated 12th December, 1938, between:

Has no copy 3327
KITARO HIRAISHI (first partner)
SHIZUO MURAKI (second partner)
TERU HIRAISHI (third partner)
KIMI HIRAISHI (fourth partner)
Put 9061 SHIZUKO MURAKI (fifth partner)
#5116 HIDEO MURAKI (sixth partner)

provides for the commencement of the partnership from the 1st of December, 1938, and its continuance until determined by any of the partners.

At the date of the Agreement, the assets of the partnership consisted of real estate: Lots 4 and 5, in Block 5, in the Subdivision of the Westerly eighty-five (85) acres of D.L.196, Group One (1), Vancouver District, according to a map or plan of the said subdivision deposited in the land Registry Office at Vancouver, British Columbia, and numbered 184, held by Teru Hiraishi and Shizuo Muraki (Deed dated 18th September, 1937 from William White of #320 Bay Street, Toronto, Ontario, to Teru Hiraishi and Shizuo Muraki) in trust for the partnership, upon which property there are arrears of taxes owing to the City; restaurant furniture, fixtures, dining room and kitchen utensils provisions, confectionery, tobacco, all situate at #220 Main Street, Vancouver, British Columbia, cash on hand and cash in bank. The particulars and inventories of said assets appear in the partnership books.

The ownership of the business, as disclosed by the Agreement, is as follows: ~~the said partnership shall belong to the partners in the following proportions~~:-

Kitaro Hiraishi	- two-eighths	(2/8's)
Shizuo Muraki	- two-eighths	(2/8's)
Teru Hiraishi	- one-eighth	(1/8)
Kimi Hiraishi	- one-eighth	(1/8)
Shizuko Muraki	- one-eighth	(1/8)
Hideo Muraki	- one-eighth	(1/8)

CLD/bm

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5884

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST
VANCOUVER, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAR 25 1942

March 24th, 1942.

The Office of the Custodian of Enemy Alien Property,
Royal Bank Bldg.
Vancouver, B. C. ATTENTION MR. DRURY

Dear Sirs:

Re: New Pier Cafe and Henley Chee

Further to the interview today of your Mr. Drury with Mr. F. C. Aubrey and the writer in respect to the New Pier Cafe, 220 Main Street, we have to confirm that the proposed terms are as follows:

Our client, the partners operating the New Pier Cafe, will sell the goods and chattels of the business together with the Goodwill and the use of the name New Pier Cafe to one Henley Chee, the client of Mr. Aubrey, for the price of $3,000.00 cash. The premises are to be leased to Mr. Henley Chee for a period of five years at a rental of $80.00 per month payable in advance, Mr. Chee to be responsible for the water rates and any redecorating and alterations and repairs to the premises or to

March 24th, 1942.

The Office of the Custodian of Enemy Alien Property:

plumbing etc. which may be needed during the five-year lease period and Mr. Chee to agree to keep the premises in good condition.

Our clients, the Vendors, will assign the unexpired portion of insurance policy on the furnishings and fixtures and also transfer the restaurant license.

The business of the New Pier Cafe is carried on by six partners as mentioned in the Partnership Agreement, copy of which we enclose herewith. With the exception of Hideo Muraki, all the partners are still in Vancouver. Mr. Hideo Muraki some ten days ago was requested to move to a Labor Camp and did so. You probably will have no record of a Mr. Hideo Muraki having removed to a Labor Camp. Our understanding however, is that he is at or near Red Pass, B. C. but was evacuated under the name of H. Kariya . This was because of the Japanese custom concerning marriage.

In or about the year 1941 Hideo Muraki, who was born in Canada, went to Japan for the purpose of being married and was married there to a girl of the name Kariya, or rather a niece of the Kariya family who had been adopted by that family. The family had no son and in such cases in order that the family name may be perpetuated, the Japanese custom is to adopt as a son the male marrying into the family.

March 24th, 1942.

The Office of the Custodian:

This explains the change in name.

The real estate is described in the Partnership Agreement and is at present registered in the name of one William White, a Solicitor in Toronto. Mr. White on September 18th, 1937 executed a Deed of this property in favor of Teru Hiraishi and Shizuo Muraki. This Deed however, could not be registered and is not yet registerable because of the fact that there are arrears of taxes which were being taken care of by the proprietors by virtue of consolidation of the arrears.

The present proprietors of the New Pier Cafe are really two families, the Muraki and the Hiraishi families. Actually Mr. Shizuo Muraki invested $4,000.00 at the commencement of the partnership, as did Kitaro Hiraishi on behalf of the Hiraishi family. Mr. Shizuo Muraki in order to protect his advance on behalf of Hideo Muraki, obtained a promissory note dated December 1st, 1938 made by Hideo Muraki in favor of Shizuo Muraki for $1,000.00, payable on demand. That promissory note is now in our possession. Thus Hideo Muraki did not put any money into the partnership himself.

Insofar as we can ascertain, there are no creditors of the business, apart from the possible claim of the Neon Sign Company, and Mr. Shizuo Muraki is attending today in order to receive a release, if

March 24th, 1942.

The Office of the Custodian:

possible, from any claim for the balance of the term. The contract has about ten months to run yet and is for the sum of $25.00 per month.

We therefore, on behalf of the Vendors and with the knowledge and consent of Mr. Aubrey on behalf of the Purchaser, are asking you to approve of this transaction and permit the whole of the purchase price of the furnishings and fixtures, namely $3,000.00, to be paid to the Vendors, permitting Mr. Shizuo Muraki to obtain the interest which Mr. Hideo Muraki would have had had he paid the promissory note which we have mentioned. We should like to have your confirmation of this transaction by return in order that the necessary documents may be prepared and executed before any of the remaining partners are asked to leave Vancouver as that will further complicate matters.

We are sending a copy of this letter to Mr. Aubrey and with your reply would appreciate return of the enclosed Partnership Agreement.

Yours truly,

NORRIS & MacLENNAN,

per:

JAM/WS
ENCL.

3327.

RICHARDS, AKROYD & GALL, LIMITED

VANCOUVER, B.C.

24th April, 1942.

SHIZUO MURAKI - REGISTRATION NO. 00981

REAL ESTATE AND PERSONAL PROPERTY

Rec'd 5116

LOCATION:
220 - 224 Main Street, Vancouver, B. C., erected upon Lots 4 and 5, Block 5, D.L.196.

DESCRIPTION OF BUILDING
One story, brick building with a frontage of 50 feet to a depth of approximately 70 feet; in good state of repair and well decorated; tar and gravel roof.

INVENTORY OF CONTENTS
In hands of Custodian. Contents disposed to new tenant.

INSURANCE:
Building insured for $5000.00 for three years expiring May 28th, 1944. Premium $64.25 which is paid.

LIABILITIES
Consolidated arrears of taxes owing City of Vancouver $2722.55 plus 1942 taxes $435.96 plus interest $126.13 and instalment on account consolidation $544.51, Total $1106.60. No other liabilities.

RECOMMENDATION
This property purchased in the name of SHIZUO MURAKI and of T. HIRAISHI, September 18th, 1937 for cash and assumed payment of arrears of taxes. Property cannot be registered until arrears of taxes have been paid. Mr. Muraki has a 2/8 interest in the property, valued as approximately $2000.00.

Arrangements have been made by Messrs. Norris & McLennan, Solicitors, of 602 West Hastings Street, Vancouver, to lease the building to a Chinaman, Mr. Henley Chee for a term of five years at a monthly rental of $80.00.

Permission has been granted by the Custodian.

.....

BUSINESS

Contents of above premises sold to Henley Chee upon authority from the Custodian for $3000.00 cash, proceeds in hands of Messrs. Norris & McLennan.

Richards Akroyd & Gall Ltd.

DIRECTOR

1.5.59

3727.95
126.13
5 3687.68 Arrears taxes
1942 taxes 435.96

126.13
544.51
5 544.51
1106.60

COPY.

THIS INDENTURE.

made in duplicate the 21st day of October one thousand nine hundred and forty- two.

BETWEEN

HENLEY CHEE, Restaurant Proprietor, of 23½ Pender Street, East, in the City of Vancouver, in the Province of British Columbia.

hereinafter called the "Assignor" of the first part and

JUNG BOW SAM, Restaurant Proprietor, of 220 Main Street, City of Vancouver, Province of British Columbia,

hereinafter called the "Assignee" of the second part.

WHEREAS by Indenture of Lease dated the 31st day of March one thousand nine hundred and forty-two made between

NEW PIER CAFE, KITARO HIRAISHI, cook, of 472 Cordova Street East, SHIZUO MURAKI, Restaurant Manager, of 606 -45th Ave. East, TERU HIRAISHI(Wife of Kitaro Hiraishi) Waitress, KIMI HIRAISHI, Cashier, 472 Cordova St. E., SHIZUKO MURAKI (Wife of Shizuo Muraki) of 606 45th Ave. East, and HIDEO MURAKI, Cook, 110 Water Street, all in the City of Vancouver, in the Province of British Columbia, as Lessors and

the Assignor aforesaid as Lessee, the Lessor therein did demise unto the Lessee therein the premises hereinafter mentioned to hold from the 1st day of April, 1942 for the term of five (5) years at the monthly rental of Eighty ($80.00)---------- dollars, and subject to the Lessees covenants therein contained.

WHEREAS the said Assignor and the said Assignee, together with others, were partners carrying a cafe and restaurant business under the name of NEW PIER CAFE at 220-224 Main St., Vancouver, B. C.,
AND WHEREAS the said Assignor has bargained, sold, assigned, transferred and set over unto the said Assignee all, his joint and several interest in said NEW PIER CAFE for the sum of Six Hundred ($600.00) Dollars ----------

NOW THIS INDENTURE WITNESSETH that in consideration of the above premises and the sum of One ($1.00) Dollar----------

now paid by the Assignee to the Assignor(the receipt whereof is hereby acknowledged) the Assignor DOTH Grant and Assign unto the Assignee ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, at 220 Main Street, known as the New Pier Cafe, and being more particularly known and described as Lots Four(4) and Five(5), in Block Five(5), in the Subdivision of District Lot One Hundred and Ninety-Six (196), Group One (1), New Westminster District, according to a Map or Plan deposited in the Land Registry Office at the City of Vancouver, British Columbia, and Numbered 184.

for the residue of the said term as the Assignee shall reasonably require. AND the Assignee DOTH hereby Covenant with the Assignor, that the Assignee will from time to time, pay the rent and observe and perform the Lessees covenants and conditions in the said Indenture of Lease, reserved and contained and indemnify and save harmless the Assignor from all losses and expenses in respect of the non-observance or non-performance of the said covenants and conditions or any of them.

Wherever the singular or the masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic of corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF the said parties hereto have hereunto set their Hands and Seals.

IN WITNESS WHEREOF the said parties hereto have hereunto set their Hands and Seals.

SIGNED, SEALED AND DELIVERED)
In the presence of)
)
Signature of Witness "Inglis Hosang") "Henley Chee" (Seal)
Street Address "193 E. Hastings St.")
)
City or Town "Vancouver, B.C.") "Jung Bow Sam" (Seal)
)
Occupation "Clerk")

I hereby certify that the attached (or foregoing) document initialled by me is a true copy of the original document whereof it purports to be a copy

Dated this 4th day of January

194.. at Vancouver.

A Notary Public for and for the Province of British Columbia

for the residue of the said term as the Assignee shall reasonably require. AND the Assignee DOTH hereby Covenant with the Assignor, that the Assignee will from time to time, pay the rent and observe and perform the Lessees covenants and conditions in the said Indenture of Lease, reserved and contained and indemnify and save harmless the Assignor from all losses and expenses in respect of the non-observance or non-performance of the said covenents and conditions or any of them.

Wherever the singular or the masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic of corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them (where the context or the parties so require).

IN WITNESS WHEREOF the said parties hereto have hereunto set their Hands and Seals.

SIGNED, SEALED AND DELIVERED)
In the presence of)
)
Signature of Witness "Inglis Hosang")
) "Henley Chee" (Seal)
Street Address "193 E. Hastings St.")
)
City or Town "Vancouver, B.C.") "Jung Bow Sam" (Seal)
)
Occupation "Clerk")

I hereby certify that the attached (or foregoing) document initialled by me is a true copy of the original document whereof it purports to be a copy

Dated this 4th day of January 194.. at Vancouver.

A Notary Public for and for the Province of British Columbia

together with the residue unexpired of the said term and the said lease and all the benefit and advantage to be derived therefrom.

To hold the same unto the Assignee, henceforth for and during the residue of the term thereby granted, and for all other the estate, term and interest(if any) of the Assignor therein. Subject to the payment of the rent and the performance of the Lessees covenants and agreements in the said Indenture of Lease reserved and contained.

AND the Assignor doth hereb Covenant with the Assignee that notwithstanding any act of the Assignor the said Lease is a good, valid and subsisting Lease, and that the rents thereby reserved have been duly paid up to the 31st day of October 1942 and that the covenants and conditions therein contained have been duly paid and performed by the Assignor up to the date hereof, and that the Assignor now has good right to assign the said Lease and premises in manner aforesaid.

AND that subject to the payment of the rent and the performance of the Lessees covenants, it shall be lawful for the Assignee, peaceably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said Indenture of Lease, without any interruption by the Assignor or any person claiming under him, free from all charges and incumbrances whatsoever. And also that he, the Assignor and all persons lawfully claiming under him, will, at all times hereafter, at the request and costs of the Assignee, assign and confirm to him the said premises

THIS INDENTURE made the 31st day of March, 1942,

In Pursuance of the "SHORT FORM OF LEASES ACT."

BETWEEN:

NEW PIER CAFE,
KITARO HIRAISHI, Cook, of 472 Cordova Street, East,
SHIZUO MURAKI, Restaurant Manager, of 606 - 45th Avenue East,
TERU HIRAISHI, (wife of Kitaro Hiraishi), Waitress, of 472 Cordova Street, East,
KIMI HIRAISHI, Cashier, of 472 Cordova Street East,
SHIZUKO MURAKI, (wife of Shizuo Muraki), of 606 45th Avenue, East, and
HIDEO MURAKI, Cook, of 110 Water Street,
all in the City of Vancouver, in the Province of British Columbia,
hereinafter called the "Lessors"

OF THE FIRST PART

-and-

HENRLEY CHEW, Restaurant Proprietor, of 23½ Pender Street East, in the City of Vancouver, in the Province of British Columbia,
hereinafter called the "Lessee"

OF THE SECOND PART

WITNESSETH that the Lessors do demise unto the Lessee, his executors, administrators and assigns, all and singular those certain parcels or tracts of land and premises known as the New Pier Cafe, lying and being in the City of Vancouver, in the Province of British Columbia at 220 Main Street, and being more particularly known and described as Lots Four (4) and Five (5), in Block Five (5), in the Subdivision of District Lot One Hundred and Ninety-six (196), Group One (1), New Westminster District, according to a Map or Plan deposited in the Land Registry Office at the City of Vancouver, British Columbia, and Numbered 184, from the 1st day of April, 1942, for the term of five (5) years next ensuing,

YIELDING AND PAYING therefor, his heirs or assigns, during the said term the rent of Four Thousand, Eight Hundred ($4,800.00) Dollars of lawful money of Canada, on the days and times following, that is to say:

Eighty ($80.00) Dollars per month payable in advance on the 1st day of each and every month during the said term without any deduction, defalcation, or abatement throughout on any account whatsoever, the first of such payments to become due and to be

made on the 1st day of April, 1942.

THAT the Lessee covenants with the Lessors to pay rent; to maintain the premises and plumbing and drains in good repair; to pay water and gas rates, electric light rates and charges and all other rates and charges (excepting taxes) which shall be assessed or chargeable upon the said premises during the term hereby demised or during the time that the Lessee shall occupy the said premises as tenant to the Lessors under these presents; PROVIDED and it is hereby agreed that when and so often as the Lessee neglects or omits to pay the said water rates, gas rates, electric lighting charges or other rates or charges the Lessors may pay them, and may thereupon charge them to the Lessee, who hereby covenants to pay them forthwith, and hereby agrees with the Lessors that the Lessors shall have the same remedies and may take the same steps for the recovery thereof as the Lessors might take for the recovery of rent in arrears under the terms of this Lease.

THAT the Lessee covenants with the Lessors that the Lessors may enter and view the state of repair and that the Lessee will repair according to notice; and will not assign without leave; AND will not sub-let without leave; and that he will leave the premises in good repair. PROVIDED however, and it is hereby understood and agreed that should the Lessee form a partnership or a limited company during the term of this Lease the Lessee may assign or sub-let the within lease to such partnership or limited company; PROVIDED further that leave to assign or sub-let to others will not be unreasonably withheld.

THE LESSEE FURTHER COVENANTS with the Lessors that he will not carry on or allow to be carried on in or upon the said premises or any part thereof any noxious, noisome or offensive art, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the said term be done in or upon the said premises or any part thereof which shall or may be or grow to the annoyance,

nuisance, grievance, damage or disturbance of the occupiers, or owners of the adjoining lands and properties; PROVIDED however, and it is understood and agreed that a cafe or restaurant business or any similar business shall not be deemed to be within the meaning of this Clause.

THE LESSEE admits and agrees that the plumbing work and drains in and about the said premises are now in a sanitary and satisfactory condition and that the said premises are now clean and in a good state of repair.

AND THE LESSORS COVENANT with the Lessee to pay all municipal taxes assessed against the said premises, excepting the Lessee's business taxes and taxes assessed upon the personal property used or being upon the said premises, which the Lessee shall pay.

NO assignment, transfer or sub-lease of this lease or of the said premises, or any part thereof, shall be valid unless and until such assignment, transfer or sub-lease is submitted to the Lessors, their Agent or the Custodian of Enemy Alien Property, as the case may be, and their consent thereto and approval of the terms thereof is obtained thereon in writing.

THE LESSEE covenants at all times to leave goods, chattels and fixtures on the said premises to the value of at least $1,000.00 until all the rent due or to become due under this Lease is fully paid.

~~THE LESSEE will during the whole of the said term insure and keep insured against fire the buildings for the time being on the said premises, in an insurance company approved by the Lessors, their agent or the Custodian of Enemy Alien Property, as the case may be, in the sum of $5,000.00; and will produce the receipts for the premiums of such insurance to the Lessors or their agent or the Custodian of Enemy Alien Property at least one week before such insurance expires; PROVIDED HOWEVER, and~~ it is hereby understood that

the present insurance on the said premises for the said sum of $5,000.00 is covered under Policy Number M. 246037 of the Atlas Assurance Company Limited and does not expire until noon on the 28th day of May, 1944.

THE LESSORS COVENANT and agree that they will not, either directly or indirectly, either as principal or agent or as directors or managers of a company, or as partners or as a limited company/ otherwise, carry on and be engaged or concerned or interested in or assist any other person to carry on or be engaged or concerned or interested in the business of a restaurant within a radius of three city blocks from the said premises during the term of this Lease.

THE LESSEE COVENANTS that he will leave the premises in good repair (reasonable wear and tear and damage by fire and tempest excepted) and also that if the 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, 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 premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down or damaged by fire, so as to render the same unfit for the purposes of the said Lessee, then and 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 shall have been rebuilt or made fit for the purpose of the said Lessee.

PROVISO for re-entry by the said Lessors on non-

payment of rent, whether lawfully demanded or not; or non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

The within-mentioned real estate is registered in the name of one William White, Esquire, K.C. of Toronto, Ontario. The Lessors have placed in the custody of their Solicitor, Mr. John Arthur MacLennan, Vancouver, British Columbia, a Deed of Land in respect to the said real property dated the 15th day of September, 1937, between William White as Grantor and Teru Hiraishi and Shizuo Muraki, parties hereto, therein called the "Grantee", and the said Teru Hiraishi and Shizuo Muraki are not entitled to become the registered owners thereof because of unpaid arrears of taxes owing to the City of Vancouver, Province of British Columbia.

The said Teru Hiraishi and the said Shizuo Muraki, being two of the Lessors herein, hereby acknowledge that they are Trustees for the Lessors in respect to the real property herein mentioned as more particularly set forth in that certain Declaration of Trust made the 12th day of December, 1936, between Teru Hiraishi and Shizuo Muraki, therein called the "Trustees" of the One Part, and the remaining Lessors herein mentioned and therein called the "Beneficial Owners."

THE LESSORS COVENANT with the Lessee that they

have full right and absolute authority to enter into this Lease and further covenant with the Lessee for quiet enjoyment.

In the event of a new lease being entered into by the Lessors after the expiry of the term of this Lease, the Lessors covenant and agree that they will give to the Lessee the right of first refusal on the terms determined at such time.

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

SIGNED, SEALED AND DELIVERED by New pier Cafe, in the presence of

Winnifred Sooker

NEW PIER CAFE,
Per: Shizuo Muraki
Per: Teru Hiraishi

SIGNED, SEALED AND DELIVERED as the act and deed of the within-named Kitaro Hiraishi who made his mark, in the presence of

Winnifred Sooker

His
KITARO X HIRAISHI
Mark

SIGNED, SEALED AND DELIVERED as the act and deed of the within-named Hideo Muraki by Shizuo Muraki, his duly authorized Attorney, in the presence of

Winnifred Sooker

Hideo Muraki
by his attorney in fact
Shizuo Muraki

SIGNED, SEALED AND DELIVERED by Teru Hiraishi, Kimi Hiraishi, Shizuko Muraki and Shizuo Muraki, in the presence of

Winnifred Sooker
311-626 West Hastings St.
Vancouver, B.C.
Stenographer

Shizuo Muraki
Teru Hiraishi
Kimi Hiraishi
Shizuko Muraki

SIGNED, SEALED AND DELIVERED by Henley Chee, in the presence of

Frederick H. Anbon
Lawyer
718 Granville St
Vancouver, B.C.

Henley Chee

EVACUATION
Rec'd
File No.
Ans.
Referred

THIS INDENTURE made the 12th day of December, A.D.,1938.

BETWEEN: TERU HIRAISHI, wife of Kitaro Hiraishi residing at #472 Cordova Street,East, Vancouver, British Columbia, and SHIZUO MURAKI, restaurant manager, residing at #606 - 45th Avenue, East, Vancouver, British Columbia,

(Hereinafter called the "TRUSTEES")

Of the one part,

AND -

KITARO HIRAISHI, cook residing at #472 Cordova Street,East, Vancouver, British Columbia, TERU HIRAISHI (wife of Kitaro Hiraishi) residing at #472 Cordova Street,East,Vancouver,British Columbia,KIMI HIRAISHI, cashier, residing at #472 Cordova Street,East,Vancouver, British Columbia, SHIZUO MURAKI, restaurant manager, residing at #606 - 45th Avenue, East,Vancouver, British Columbia, SHIZUKO MURAKI (wife of Shizuo Muraki,) residing at 606 - 45th Avenue,East, Vancouver, British Columbia, and HIDEO MURAKI, cook, residing at #110 Water Street, Vancouver, British Columbia.

(Hereinafter called the "BENEFICIAL OWNERS")

Of the other part,

WHEREAS the Trustees have purchased from William White, of #320 Bay Street, in the City of Toronto, in the Province of Ontario, All and Singular those certain parcels or tracts of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia, and being more particularly known and described as Lots Four (4) and Five (5), in Block Five (5), in the subdivision of District Lot One-hundred and ninety-six (196), Group One (1), New Westminster District, according to a map or plan deposited in the Land Registry Office at the City of Vancouver, British Columbia, and numbered 184, for the consideration of Two-thousand-five-hundred Dollars (2500.00) and the assumption by the Trustees of all taxes, rates, local improvement assessments and sewer rates, whether already or hereafter assessed. The deed of

land given by the said William White to the Trustees is dated the eighteenth day of September,A.D.,1937;

AND WHEREAS the Trustees doth admit and declare that the said land and premises were purchased by them for the use and benefit of all the said beneficial owners and that the said sum of Two-thousand-five-hundred Dollars ($2500.oo) paid to the said William White was the money of the said beneficial owners;

AND WHEREAS the said deed of land received from the said William White cannot be registered at the Land Registry Office at the City of Vancouver, British Columbia, owing to arrears of taxes due the City of Vancouver on said property;

AND WHEREAS even if an instrument of transfer of said land and premises from the Trustees to the beneficial owners is given the same cannot be registered until the arrears of taxes are fully paid:

NOW THIS INDENTURE WITNESSETH: that in consideration of the premises it is hereby agreed and declared by TERU HIRAISHI and SHIZUO MURAKI, Trustees herein, that they, their heirs and assigns, doth and shall stand seized of said land and premises with the appurtenances thereof, in trust for the said beneficial owners, their heirs and assigns forever, and will transfer, lease or dispose of the same in such manner as the beneficial owners, their heirs and assigns, shall lawfully direct.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED and DELIVERED)
In the presence of)
Edith Howe
1243 Thurlow St
Vancouver B.C
Stenographer

Teru Hiraishi

Shizuo Muraki

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the 12th day of December, 1938, at the City of Vancouver, in the Province of British Columbia, TERU HIRAISHI and SHIZUO MURAKI, personally known to me, appeared before me and acknowledged to me that they are the persons mentioned in the annexed instrument as the makers thereof, and whose names are subscribed thereto as parties, that they knew the contents thereof, and that they executed the same voluntarily, and they are of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at the City of Vancouver, in the Province of British Columbia, this 12th day of December, in the year of our Lord one thousand nine hundred and thirty-eight.

A NOTARY PUBLIC inand for the
Province of British Columbia.