

12941

REAL ESTATE

original

FILE NO. 12941

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: Takeshi Furusho
HOME ADDRESS: Box 415- Grand Forks B.C.
REGISTRATION NUMBER 02204 SEX: male AGE: 42
OCCUPATION: Gardener

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

EMPLOYER: Rolph Green house

MARRIED? yes

NAME OF WIFE OR HUSBAND: T. Furusho

ADDRESS OF WIFE OR HUSBAND: Box 415- Grand Forks B.C.

NAMES OF ANY LIVING CHILDREN: Kimiko, Setsuko

ADDRESS OF CHILDREN: Box 415- Grand Forks B.C.

AGE OF CHILDREN: 12, 5

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

1. LOCATION AND DESCRIPTION: Lot 30, subn. C & D.

Block 162 - D.L. 264 A.

Plan 1059 - 1771.

1858 East 11th Ave Vancouver B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS:

Dwelling has
5 rooms and bathroom
also small sewing room
- cement foundation
- full basement - wood flooring
- shingle roof - not very good

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

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

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

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____
1

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

8. BANK ACCOUNTS: _____

9. LIFE INSURANCE: _____

10. INTEREST IN ANY ESTATES OR TRUSTS: _____

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____

2. TRADE DEBTS: _____

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

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

Dated this 9 day of Oct 1942.

(Signature)

T. J. J. J. J.

W. J. J. J.
Witness

FOR DEPARTMENTAL USE _____

12941

INFORMATION FROM R.C.M.P.

DATE July 22, 1943

Our File No. 12941

Full Name FURUSHO, Takeshi
(Surname in Block Letters)

Registration No. 02204

Male - Female
(Check)

Age Dec. 1, 1900

Former Address 1858 E. 11th Avenue, Vancouver, B. C.

Date Evacuated Mar. 13, 1942

U.S. Citizen - Japanese Origin
Naturalized - Canadian-Born - National
(Check)

Present Address Grand Forks, B. C.

Married - Single
(Check)

Name of Wife (Nee SHITO) Minoru - #02698

Name of Husband

Name of Mother (Nee SHITO) Jide - Japan ?
Name of Father Kinjiro (Japan)

Names of Children under 16 Kimiko Eileen 8/4/30; Setsuke Sheila 9/5/37.

Requested by L. F.

Registered with Custodian Yes
(Yes or No)

Additional Information Gardener.

House & Car. Chevrolet Sedan 1930

Married his neice.

12941 & 10364

July 5th, 1946

REGISTERED MAIL

Mr. and Mrs. Takeshi FURUSHO,
Reg. Nos. 02204 and 02698,
P. O. Box 251,
Grand Forks, B. C.

Dear Sir and Madam:

In reply to your request for the balance of your funds we enclose herewith Custodian cheque in the sum of \$837.53 which represents the entire credit in your joint account with this office. We are also enclosing Custodian cheque in the amount of \$3.00, payable to Mrs. Minoru Furusho and Custodian cheque in the amount of \$2.64, payable to Mr. Takeshi Furusho. These cheques represent refund of security deposits from the B. C. Electric Company and are the total funds in your single accounts.

You have already been forwarded a statement of your joint account up to November 3, 1944, and since that date no entries have been made.

On reviewing your files it would appear that we have accounted for all the property of every kind left by you in the protected area which vested in the Custodian, and in order that you may confirm this and acknowledge the cheques we are enclosing a stamped and addressed envelope for your convenience in replying.

Yours truly,

A. G. McArthur,
Administration Department

/ER

Enc. Custodian cheque	\$837.53
"	" \$3.00
"	" \$2.64

O
P
Y

THE GREAT-WEST LIFE ASSURANCE COMPANY. IN ACCOUNT WITH
Takeshi Furusho and Minoru Furusho re 1858 East 11th Ave.
Lot 30 Subn. "C" and "D", Block 162
D.L. 264A - Plan 1059-1771

Nov. 3rd, 1944

12941

<u>1940</u>				
July	10	To Sale under Lease & Option Agreement	\$ 1,000.00	
"	13	By Cash		\$ 130.00
		To Water rates adjustments	6.61	
		Fire Insurance	10.22	
		1940 Taxes	19.58	
Aug.	1	By Cash		20.00
Aug.	20	By Cash		20.00
Sept.	19	"		20.00
Oct.	15	"		20.00
Nov.	18	"		20.00
Dec.	20	"		20.00
<u>1941</u>				
Jan.	10	To Interest	25.60	
"	17	By Cash		20.00
Feb.	21	"		20.00
	28	To Water rates to June 30th	7.00	
March	17	By Cash		10.00
Apr.	21	"		25.00
May	13	"		25.00
June	10	"		20.00
July	1	To 1941 Taxes	40.32	
July	10	" Interest	22.65	
"	21	By Cash		20.00
"	20	To Water rates to Dec. 31st	7.00	
"	21	By Cash		20.00
Sept.	16	"		20.00
Oct.	17	"		20.00
Nov.	18	"		20.00
Dec.	19	"		20.00
<u>1942</u>				
Jan.	10	To Interest	21.05	
"	17	By Cash		20.00
Feb.	13	"		20.00
"	24	To Water rates to June 30th	7.00	
Mar.	14	By Cash		20.00
Apr.	14	"		10.00
May	16	"		10.00
June	16	"		10.00
July	1	To 1942 taxes	42.00	
"	10	" Interest	18.45	
"	24	By Cash		20.00
Aug.	12	To Water rates to Dec. 31st	7.00	
<u>1943</u>				
Jan.	10	To Interest	19.10	
Feb.	15	" Water rates to June 30th	7.00	
June	20	By Cash - Custodian		60.00
"	30	To 1943 taxes	42.00	
July	10	" Interest	19.65	
"	30	By Cash - Custodian		42.00
Aug.	22	"		19.65
<u>1944</u>				
Jan.	10	To Interest	18.25	
"		By Cash - Custodian		18.25
July	10	To Interest	18.00	
"	7	By Cash - Custodian		18.00
Oct.	31	To Interest	11.15	
		" Cost of Deed	5.00	
		Balance		616.73
			<u>\$1,374.63</u>	<u>\$1,374.63</u>

Oct. 31 To Balance owing \$ 616.73

Add interest at 6% on \$600.58 to date payment is received at Head Office.

E & OE.

This Statement Approved by:

.....
Minoru FURUSHO

.....
Takeshi FURUSHO

12941 & 10364

November 3, 1944.

A. E. Austin & Co. Ltd.,
833 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: 1858 East 11th Avenue
30/Subd. "C" & "D"/162/264A

This will acknowledge receipt of your letter of October 25th in which you enclosed your cheque for \$1,282.50. We have now received a total of \$1,425.00, 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 Ralph James McKenzie, Director, 525 Boundary Road North, Vancouver, B. C., British 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.

W. A. M.
OFFICE

12941 & 10364

October 17, 1944.

A. E. Austin & Co. Ltd.,
833 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Re: 1858 East 11th Avenue
30/Subd. "C" & "D" / 162/2644

Your letter of September 25th, enclosing cheque for \$142.50 and offer to purchase the above property for the sum of \$1,425.00 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, \$1,282.50.

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.

Yours truly,

F. G. Shears,
Director.

[Handwritten signature]
10/18/44

THE GREAT-WEST LIFE ASSURANCE COMPANY

EVACUATION SECTION	
Rec'd	JAN 25 1943
File No.	12941
Ans.	
Referred	<i>H. G. G.</i>

WINNIPEG, CANADA

January 22 1943.

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

Attention of Mr. G. D. Milson

Gentlemen:

Loan BC25167 RES
Takeshi Furusho
Your file 12941

Your letter of January 15 addressed to our Vancouver representative has been forwarded to this Office for reply.

You ask if the rent received will be sufficient to protect Mr. Furusho's option. Apparently you have overlooked the fact that this option expired on August 9 1941. There was no default at that time and had Mr. Furusho intimated his desire to exercise the option we should have had no alternative but to give him an agreement for sale. Under these circumstances our solicitors advise us to treat the case as though an agreement for sale actually existed.

We understand the Rent Control Board has consented to an increase in the rent to \$20 monthly commencing February 1 1943. This is the amount of the monthly payments called for in Mr. Furusho's agreement and on this basis the account is now seven and a half months in default.

A considerable portion of this shortage has apparently been spent in repairs, and there is still the question of a new roof to be considered. The estimated cost of this roof is \$135 and if we are obliged to advance this amount, we certainly are not prepared to depend on the rent for repayment.

As we see it, there are three ways of dealing with

Catalogue No. ---
File Nos. 12941 & 10364
1858 East 11th Avenue,
Vancouver/30/"C" & "D"/162/264A
Certificate of Title No. 115631-L

Receipt of Certificate of Title No. 115631-L is by me hereby acknowledged
and I agree that all adjustments and incidents connected with the sale to
me of property covered by the said certificate have been settled.

Receipt is also acknowledged of The Canadian Fire Insurance Co., Policy No.
491753 which has been assigned to me.

Receipt is also acknowledged of cheque for \$17.86 representing closing of
adjustments on sale to me of the above property.

Dated at Vancouver B.C. this 14 day of March 1945.

(Signed)

R J McKeig

Return to the Custodian

This Indenture

made this twenty-seventh day of June

A.D. 1940.

BETWEEN:

The Great-West Life Assurance Company,

hereinafter called "the Lessor" OF THE FIRST PART

12941
TAKESHI FURUSHO, Gardener, and MINORO FURUSHO, wife of the said Takeshi Furusho,
of (Street) 1858 11th Avenue East
in the Province of British Columbia,

10 367
in the City of Vancouver,

hereinafter called "the Lessee" OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, kept, observed and performed the Lessor hath demised and leased and by these presents doth demise and lease unto the Lessee all that parcel or tract of land situate, lying and being

In the City of Vancouver and Province of British Columbia and more particularly known and described as:- Lot Thirty (30), Subdivisions "C" and "D", Block One hundred and sixty-two (162), District Lot Two hundred and sixty-four A (264a), Group One (1) New Westminster District, Plans 1059 and 1771.

Subject to the exceptions, reservations, limitations, provisos and conditions expressed or implied in the Grant from the Crown and in the title of the Lessor.

TO HAVE AND TO HOLD the said demised premises for and during the term commencing on the tenth day of July 1940 and from thenceforth next ensuing and fully to be completed and ended on the ninth day of August 1941.

YIELDING AND PAYING therefor unto the Lessor, its successors or assigns without any deduction, defalcation or abatement whatsoever the following rent:

The sum of Twenty (\$20.00) Dollars on the tenth day of each and every month during the said term hereby granted, the first payment to be made on the tenth day of August, A.D. 1940.

1. THE LESSEE COVENANTS AND AGREES WITH THE LESSOR THAT:

- (i) The Lessee will pay the said rental at the time and place and in the manner in these presents provided for payment thereof;
- (ii) All moneys payable by the Lessee to the Lessor under the terms of these presents shall be paid at the office of the Lessor at Winnipeg in the Province of Manitoba in lawful money of Canada and all notices and papers requiring to be given or sent to the Lessor shall be given at or sent to said office;
- (iii) The Lessee will not assign, transfer, set over or sublet or otherwise by any act or deed procure or permit the said premises or any of them or any part thereof to be assigned, transferred, set over or sublet unto any person or persons whomsoever without the consent in writing of the Lessor first had and obtained and this is not to be deemed to be subject to a proviso that such consent shall not be unreasonably withheld; and that the Lessee will remain in actual personal possession of the said land unless and until otherwise directed by the Lessor and will not commit any act of waste thereon and in particular will not cut down, destroy or injure any trees, shrubs or hedges;

(iv) All fences, buildings, improvements and fixtures fixed or otherwise put upon the said land are and shall be fixtures and form part of the realty and shall not be removed either temporarily or permanently without the consent in writing of the Lessor. The Lessor will at all times during the continuance of this lease the same repair, rebuild, reinstate and maintain in the event of any loss or damage thereto or destruction thereof the Lessor may give notice to the Lessee to repair, rebuild or reinstate within a time to be determined by the Lessor and to be stated in such notice and upon the Lessee failing so to repair, rebuild or reinstate within such time such failure shall constitute a breach of covenant. The Lessor may (but shall not be bound to) repair, rebuild or reinstate the premises. The Lessor or its agent may at any time enter upon and inspect the said land and premises.

(v) The Lessee will not make any alterations to the buildings situate on said land without first obtaining the written approval of the Lessor to the making of such alterations.

(vi) The Lessee will not carry on or allow to be carried on any business or occupation on said land whatsoever but shall use the same for a dwelling only or do or permit anything to be done on said land or bring or keep anything thereon which will in any way increase the risk of fire or the rate of fire insurance on said land or on property kept thereon, or conflict with the laws relating to fires or with the regulations of the Fire Department or with any statute or municipal law.

(vii) All the acts, matters and things in these presents covenanted and agreed by the Lessee to be observed or performed shall be observed and performed by the Lessee at the expense of the Lessee and without any cost or charge whatsoever to the Lessor.

(viii) If the Lessee shall refuse or neglect to observe or perform any covenant or agreement in these presents contained on the part of the Lessee to be observed or performed (or which the Lessor or such officer or agent shall be the sole judge) the Lessor may at the expense of the Lessee observe or perform or cause to be observed or performed such covenant or agreement and for any such purpose may enter on said land and premises.

(ix) All moneys which the Lessor from time to time pays or becomes liable for in performing or observing any covenant or agreement on the part of the Lessee in these presents contained or in enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or otherwise subsisting and legal costs as between solicitor and client with interest thereon at the rate specified in the option hereinafter given be a charge on the said land in favour of the Lessor in priority to the interest of the Lessee and of any person claiming through the Lessee and all such moneys, allowances and interest shall be payable forthwith by the Lessee to the Lessor and the Lessee hereby covenants to pay the same and the Lessor may recover the same, as additional rent of the said premises and the Lessee hereby expressly waives on the levying of any distress or the making of any entry or seizure by the Lessor under the terms of these presents all irregularities and illegality whether as to time, place or otherwise of such distress entry or seizure.

(x) If default be made in payment of the rent hereby reserved, or if the term hereby granted or any of the goods or chattels of the Lessee or Co-tenant shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee or Co-tenant or if the Lessee or Co-tenant shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or shall not observe, perform and keep all and every of the covenants, provisions, stipulations and conditions herein contained, or if at any time during the term hereby granted the said Lessee or any other person shall remove or attempt to remove any fixtures or chattels from the demised premises without the consent in writing of the Lessor first had and obtained, or in case said premises shall be used for any other purpose than is herein provided without the written consent of the Lessor, the said term shall at the option of the Lessor immediately become forfeited and void and the full amount of the rent for the next three ensuing months shall immediately be due and payable but the payment of such rent or the making distress for the same shall not give the Lessee the right to continued occupancy of the premises.

(xi) Any notice or demand by the Lessor to or upon the Lessee or any Co-tenant or any assignee may be given or made by delivering the same to the Lessee or the Co-tenant or assignee, as the case may be or by mailing the same in a prepaid registered envelope addressed to the Lessee or the Co-tenant or assignee at the address named in these presents as the address of the Lessee and in case of mailing shall be conclusively deemed to have been received by the Lessee, Co-tenant or assignee, as the case may be on the third day following the mailing of such notice or demand in the Post Office at the point of mailing.

(xii) If the Lessee with the consent expressed or implied of the Lessor remain in possession of the said land after the expiration or other termination of the term hereby granted other than as purchaser under the option hereinafter given the Lessee shall whether or not rent for such overholding shall have been paid by the Lessee and accepted by the Lessor be deemed a tenant of the Lessor from month to month from the expiration or other termination of such term at the average monthly rental for the term of the lease and on the terms in these presents reserved and contained except that the Lessee so remaining in possession shall not be entitled to the benefit of the option to purchase under these presents granted.

(xiii) The permitting of or the acquiescence in a non-performance or non-observance of or the extension of time for performance or observance of any of the covenants or agreements in these presents contained or the acceptance by the Lessor of any payment subsequent to any default, whether the default be known or unknown to the Lessor, shall not be or constitute any waiver thereof or of the right to proceed on account thereof and shall not justify any default or delay on any other occasion and no default shall be cured or waived by any means whatsoever save only by express agreement under seal.

(xiv) If the rent hereby reserved or any part thereof shall not be paid on any of the days on which the same ought to have been paid although no formal demand shall have been made therefor or in case of the breach or non-performance or non-observance of any of the covenants or agreements in these presents contained on the part of the Lessee then and in either of such cases it shall be lawful for the Lessor at any time thereafter into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again, repossess and enjoy as of its former estate anything in these presents contained to the contrary notwithstanding.

2. THE LESSOR COVENANTS WITH THE LESSEE that the Lessee paying the rent hereby reserved and performing and observing the covenants and agreements herein on the part of the Lessee contained shall and may peaceably possess and enjoy the said demised premises for the term hereby granted without any interruption or disturbance from the Lessor or any person lawfully claiming by, from or under the Lessor.

OPTION

3. In consideration of the covenants and agreements in said lease contained and of the sum of — **One Hundred and Fifty (\$150.00)**

Dollars paid by the Lessee to the Lessor the Lessee shall, provided the Lessee be not at such time in default in payment of any moneys or performance or fulfillment of any of the covenants or agreements of said lease, have the right and option at any time prior to the expiration or earlier determination of said lease upon payment to the Lessor in cash of the amount which will reduce the difference between the total amount determined as in sub-paragraph (a) of this paragraph and the total amount determined as in sub-paragraph (b) of this paragraph to purchase the said land subject to the exceptions, reservations, limitations, provisions and conditions expressed or implied in the Grant from the Crown and in the title of the Lessor at the price and terms and subject to the conditions hereinafter set out:

— Dollars —

to not more than

(a) The purchase price shall be the sum of — One Thousand

(— \$1,000.00 Dollars

to which shall be added firstly, all money which the Lessor has paid as taxes, rates, assessments, levies, liens and penalties imposed upon the demised premises for or during the term by these presents granted, adjusted from the tenth day of July

19 4 (hereinafter referred to as the adjustment date) to the last day of the month in which said option is exercised or to the date to which

the Lessor has paid the same whichever is the later date; secondly, the premiums upon all policies of insurance carried by the Lessor on the buildings now on or which may hereafter be erected on the said land (the premiums on policies now in force to be adjusted as of the adjustment date) it being understood that such insurance shall at the option of the Lessor be carried to the extent of the full insurable value of

such buildings; thirdly, interest at the rate of six (6 %) per centum per annum computed on the said purchase

price and any amount shewn owing by the adjustment of taxes and insurance premiums from the adjustment date, and on subsequent taxes and insurance premiums and other moneys from the respective dates of payment or charging thereof to the time of exercising the option

hereby granted compounded in each case on the tenth day of January and the tenth day of July in each year;

(b) Against the total amount determined as in sub-paragraph (a) immediately preceding the Lessee shall be entitled to be credited with any sum paid as consideration for this Option with interest thereon computed from the adjustment date and all rent paid to the Lessor pursuant to the provisions of the said Lease with interest computed from the adjustment date or from the respective dates of receipt thereof whichever shall be the later, such interest to be at the rate and to be compounded at the times and in the manner specified in said sub-paragraph (a);

(c) The records of the Lessor as to all matters and amount referred to in said sub-paragraphs (a) and (b) of this paragraph shall be conclusive and binding on the Lessee;

(d) If the Lessee becomes entitled to exercise the option to purchase by these presents given the same shall be exercised by delivering to the Lessor a notice of such exercise signed by the Lessee and by the Lessee and Covenantor entering into and executing at the option of the Lessor either an agreement for sale or a first mortgage for the balance of purchase price and interest thereon at the said rate and other moneys secured thereby or payable thereunder all in form satisfactory to the Lessor and within the time herein provided for the exercise of this option;

(e) The said balance of purchase price shall be payable as follows: with interest thereon or on so much thereof as shall from time to time remain unpaid computed from the time of the exercise of said option and all moneys which the vendor may pay for taxes, rates, assessments, levies, liens and penalties, including water rates, imposed upon or charged or chargeable against or payable in respect of said lands and premises and for premiums for insurance against loss and damage by fire and the explosion of the steam boiler or either of such events to the buildings on said lands and interest thereon or on so much thereof as shall from time to time remain unpaid computed from the respective dates of payment thereof by the vendor, all interest to be at the rate of six (6%) per centum per annum calculated and compounded half-yearly not in advance on the tenth day of January and the tenth day of July in each and every year, shall be payable in equal consecutive monthly instalments of Twenty (\$20.00) Dollars each on the tenth day of each and every month commencing on the tenth day of the month immediately following the last payment of rent as in these presents provided and continuing until the whole of said purchase price, taxes, rates, assessments, levies, liens, penalties and premiums and interest computed and compounded as aforesaid have been fully paid and satisfied;

(f) The said Agreement or first mortgage shall contain all the terms, covenants, agreements, conditions and provisions required by the Lessor or the solicitors of the Lessor and without limiting the generality of the foregoing shall contain covenants to pay all taxes, rates, assessments, levies, liens and penalties imposed upon or charged against or payable in respect of the said land and to insure and keep insured in favour of the Vendor or Mortgagee the buildings now on or which may be erected on the said land to the amount of their full insurable value in The Canadian Fire Insurance Company or in some insurance office to be approved of by the Vendor or Mortgagee an attornment clause and a license to distrain and a privilege to the purchaser or mortgagor of paying the whole or any portion of the moneys payable under or secured by said agreement or mortgage at any time without notice or bonus;

(g) The said agreement or mortgage and the necessary conveyance of title to the Lessee shall be prepared by the solicitors of the Lessor at the expense of the Lessee who shall pay within the time herein provided for the exercise of this option all the expenses of drawing and completing and registering said agreement or mortgage and conveyance and all other necessary papers and the certifying as to title;

(h) The option to purchase by these presents given shall not be assigned or assignable by the Lessee without the consent in writing of the Lessor;

(i) Time shall in every respect be of the essence of this Lease and option and of the exercising of the option.

5. All covenants and agreements in these presents on the part of the Lessee contained shall extend to and be binding upon each of the persons named as Lessee or as Covenantor, their and each of their heirs, executors, administrators, successors and assigns and shall be construed as both joint and several and shall enure to the benefit of the Lessor, its successors and assigns and shall be covenants and agreements running with the land.

6. These presents contain the whole agreement between the Lessor and the Lessee and Covenantor and the Lessee and Covenantor do not rely on any representations made by or on behalf of the Lessor.

IN WITNESS WHEREOF, the parties hereto have executed these presents.

THE GREAT-WEST LIFE ASSURANCE COMPANY.

SIGNED, SEALED AND DELIVERED

In the presence of

[Signature]
J. J. Hagg
for the Company
Manager, The Great West Life Assurance Company
Signature of Lessee
[Signature]
M. Furukawa

A. J. Faircliff
at K W & Hignett

CANADA
Province of British Columbia
To Wit
1. Jeannette Gabrielle Satterfield
of the City of Vancouver
in the Province of British Columbia

make oath and say:

1. That I was personally present and did see the within instrument duly signed, sealed and executed by TAIKESHI FURUSHO and MINORO FURUSHO
2. That the said instrument was executed at Vancouver B.C.
3. That I know the said part I and am satisfied that they are of the full age of twenty-one years;
4. That I am a subscribing witness to the said instrument.

SWORN before me at the City of

of Vancouver
of British Columbia
this tenth day of July
A.D. 19 40

A Commissioner for Oaths

My Commission expires

No. BC.25167 EES
DATED June 27 19 40

THE GREAT-WEST LIFE
ASSURANCE COMPANY

To:

TAIKESHI FURUSHO

and

MINORO FURUSHO

URBAN LEASE

AND

OPTION TO PURCHASE

Lessee's Duplicate

OB

100-10-1m

23rd November, 1944.

REAL PROPERTY MEMORANDUM

FILE NO: 12941 and 10364
NAME: Takeshi Furusho and Minoru Furusho
CATALOGUE NO: Uncatalogued - advertised on August 1st, 1944.
RE: 1858 East 11th Avenue, Vancouver, B.C.
- Dwelling.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Lot 30,
Subdivisions "G" and "D",
Block 162, District Lot 264 A,
Group 1, New Westminster
District, Plans 1059, and 1771.

Encumbrances: Lease and Option Agreement by
Great West Life Assurance Co.
to Takeshi Furusho and Minoru
Furusho dated June 27th, 1940.
Balance owing of \$600.58 with
interest at 6% to be discharged
from proceeds of sale.

Taxes: 1944 taxes paid.

Vested: 35743 and 38844.

VALUATION BY APPRAISER: \$1,400.00

AMOUNT OF BID: \$1425.00

APPROVED BY ADVISORY COMMITTEE: October 5, 1944.

AMOUNT RECEIVED BY CUSTODIAN: \$1425.00

NAME OF PURCHASER: Ralph James McKenzie.

K.W. WRIGHT

KW/DG
Attachs

Date.. October 7th. 1944.

REAL PROPERTY MEMORANDUM

File No. 12941 & 10364

Joint Name. (Takeshi FURUSHO..... Registration No. 02204...
a/c (Minoru FURUSHO..... 02698

Re: Catalogue No. Uncatalogued. Special advertisement. Aug. 1, 1944.

Address: 1858 East 11th Avenue, Vancouver, B. C.

Legal Description: Lot 30, Subd. "C" & "D", Blk. 162,
D.L. 264A, Gp. 1, N.W.D., Plan 1059 & 1771.
(Dwelling)

TITLE AND ENCUMBRANCES.

✓ A. Certificate of Title No. 4281-L

The Great-West Life }
Whereabouts: Assurance Company,
Winnipeg, Manitoba.

Registered owner: The Great-West Life Assurance Company. *CONFIRMED BY PHONE TO LOCAL OFFICE. 10/10/44*

Property: City of Vancouver, Lot 30, Subdivisions "C" and "D",
Block 162, District Lot 264A, Group 1, New Westminster
District, Plans 1059 and 1771.

B. Charges.

Registered: Nil

Vesting: Vested in Custodian. Filing 35743, 15/2/43.

Unregistered: This property was sold under a Lease and Option Agree-
ment by the Great West Life Assurance Company to Takeshi FURUSHO and Minoru FURUSHO
on June 27th, 1940. Balance owing at date is \$600.58 with interest at 6% paid
July 10, 1944. Lessor available and will settle for amount owing, * \$600.58

Taxes: \$42.00 (net) 1943. Pd. to Dec. 31, 1943. *Int. to 31/12/43 \$1.15*
\$42.34 (net) 1944. Pd. to Dec. 31, 1944. Arrears: Nil
Water: \$7.00 (net) Pd. for 6 mos. ending Dec. 31, 1944...\$7.00

Insurance: \$1,600.00. Expiry date August 5, 1945.

Assessed Value: Land: \$365.00

Improvements: \$950.00

Valuation by Appraiser: \$1,400.00

Amount of Bid: \$1,425.00

Approved by Advisory Committee: October 5, 1944.

Paid as shown in attached letter: \$1425 paid in full.

Name of transferee as attached letter: Ralph James McKenzie,
Director, 525 Boundary Road, Vancouver.

ADMINISTRATION.

*NOTE: See Great-West Life letter 27/10/44 on file 12941.
Deed, Title & Fire Ins. Policy now in Vancouver office.*

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

Rented unfurnished to Mr. and Mrs. R. C. Carle on a month-to-month
basis at \$20.00 monthly.

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

Nil

Memorandum compiled by:

Chattels: Particulars of those stored on the premises.

Nil

Named Agent:

W. J. Johnston.

SUMMARY OF REAL PROPERTY OR INTEREST THEREIN:

OWNED BY Takeshi FURUSHO
Minoru FURUSHOREG. NO. 02204
02698

(1) Nature of Interest:

- (a) Owner: Certificate of Title or unregistered Deed held by Great West Life Assurance Company.
(b) Part owner (joint or in common)

Co-owners _____

- (c) Holder of the right to purchase dated June 27, 1940 Equity \$ Balance owing \$600.50
Vendor Great West Life Assurance Company.

- (d) Holder as Mortgagee _____ Equity \$ _____
Mortgagor _____

- (2) Cert. of Title No. 4281-L In the name of The Great West Life Assurance Company

- (3) Property address 1858 East 11th Avenue Mun. City of Vancouver.

- (4) Legal description Lot 30, Subdivisions "C" and "D", Block 162, District Lot 264A, Group 1, New Westminster District, Plans 1059 and 1771. L.R.O. Vancouver, B. C.

- (5) Vested in the Custodian No. 35743, 15/2 Certificate of Encumbrance 43.

- (6) If Agricultural Lands: Type of Farm _____

Acreage _____

Crops _____

S.S.B. No. _____

- (7) ASSESSED VALUE: LAND \$ 365.00 IMPROVEMENTS \$ 950.00

- (8) Appraised value if any: Land \$ _____ Improvements \$ _____

- (9) Taxes: Current \$ 42.34 (net) 1944 Pd. Arrears \$ Nil

- (10) Water or other rates: Current \$ 7.00 (net) Jan Arrears \$ Nil
1st to June 30th, 1944.

- (11) Encumbrance: Nil Dated _____ Amount \$ _____ Matures _____

Payments: Prin. \$ _____ Due _____ Bal. owing \$ _____

Int. rate _____ Due _____ Total owing \$ _____ (R.2.)

- (12) Judgments or other charges _____

- (13) Leased or rented to Mr. & Mrs. R. C. Carle Amount \$ 20.00 monthly

All or part all Chattels included NoTerms month-to-month basis

Total owing \$ _____

- (14) Insurance: Agent Great West Life Ins. Co. Company Canadian Fire Ins. Co.

Pol. No. 091753 Amount \$ 1,600.00 Premium \$ 8.80 3 yrs Exp. date August 5, 1945.
(House-\$1,500.00, Chicken House-\$100.00)

- (15) If liquidated: Amt. realized \$ _____ Cash \$ _____ Outstanding \$ _____

- (16) Agent _____

Dated this 5th day of August, A.D. 1944

Rec'd. by Accounting Dept. _____

Compiled by: M. J. Houston.

A.D. 1943.

REG.
NO.

02-04

02698

NAME

~~FURUSHO, Takashi~~
FURUSHO, Minoru

FILE
NO.

12941

10364

ASSURED

THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian.

COMPANY

The Canadian Fire
Insurance Company

POLICY NO.

491753

AMOUNT

\$1,600.00

PREMIUM

\$8.80

RATE

TERM

3 Yr. Aug. 5, 1949

EXPIRATION

PROPERTY INSURED

\$1,600.00 on the 1½ story, frame, shingle-roof
private dwelling.

LOCATION

Lt. 30, S.D. "C" & "D", Blk. 162, D.L. 264A
1858 E. 11th Ave., Vancouver, B.C.

LOSS PAYABLE

Assured

INSURANCE AGENT

F. Freer Brock

RENTAL AGENT

REMARKS

Transferred to new owner. M. Kenzie - 11/1/45

707 Hill 12941

File Nos. 10364 & 12941.
Special Advertisement.

February 7th, 1945.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Takeshi FURUSHO
Minoru FURUSHO
City of Vancouver
Lot 30, Subds. "C" & "D", Blk. 162,
D.L. 264A, Gp. 1, N.W.D., Plans
1059 and 1771.

With reference to the above property which was recorded in the Vancouver Land Registry Office, dated December 20th, 1944, we attach herewith the following documents in connection therewith.

1. Copy of application number 115629-L, dated December 20th, 1944, registering a Deed from The Great-West Life Assurance Company to Takeshi FURUSHO and Minoru FURUSHO.
2. Copy of application number 115630-L, dated December 20th, 1944, registering the property in the name of the Custodian (Transmission).
3. Copy of application number 115631-L, dated December 20th, 1944, registering the property in the name of Ralph James McKenzie (Deed).
4. Duplicate of Urban Lease and Option to Purchase dated June 27th, 1940.
5. Duplicate of Transmission dated November 29th, 1944.
6. Duplicate of Deed dated November 29th, 1944 - Secretary of State to Ralph James McKenzie.
7. Certificate of Indefeasible Title number 115631-L, dated February 2nd, 1945, covering the above property in the name of Ralph James McKenzie.

D. A. Cramer

DAC:JS
Atch.

File Nos. 17942 & 18344.
Hematologist, Special Adv.

November 23rd, 1944.

MEMORANDUM

To: Mr. L. W. Wright

From: Mr. D. A. Green

Subject: **WRIGHTS - Reg. No. 32204**
WRIGHTS - Reg. No. 32204
City of Vancouver
Lot 30, Subdiv. 100 and 100, Bldg.
140, D.L. 100, Co. 1, B. N. Co.
Plans 1000 and 1071. Certificates
of Building Nos. 1000 and 1071.

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

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate..... **RAULF JAMES McNEILL.**
4. Copy of letter showing to whom sold and price paid
for the property.
5. Encumbrance from the Administration Department con-
firming valuation, and approval of Advisory Committee.
6. Real Property Encumbrance from Administration Department.

Certificate of Inalienable Title No. 4201-1, in the Great-
West Life Insurance Company's Office, Winnipeg, Manitoba.

R. J. McNeill

DA:JG
Encl.

REAL PROPERTY SUMMARY

JAPANESE NAMES:

Minoru FURUSHO
Takeshi FURUSHO

Reg. No. 02698
" " 02204

File No. 10364.
" " 12941.

CATALOGUE NO:

Sold by Special Advertisement.

PROPERTY ADDRESS:

1858 East 11th Avenue, Vancouver, B. C.

LEGAL DESCRIPTION:

City of Vancouver, Lot 30, Subdivisions "C" and "D", Block 162,
District Lot 264A, Group 1, New Westminster District, Plans 1059
and 1771.

TITLE:

Registered in the name of The Great-West Life Assurance Company.

ENCUMBRANCES:

None registered.

There was an Unregistered Urban Lease and Option to Purchase, given
by The Great-West Life Assurance Company, on June 27th, 1940, to
Takeshi FURUSHO and Minoru FURUSHO in the sum of \$1,000.00 - Interest
6% payable \$150.00 cash and \$20.00 per month payable on the 10th of
each and every month during the said term hereby granted. The first
payment to be made on the 10th day of August, 1940.

Takeshi FURUSHO - Vesting Order Filed No. 35743, dated February 15th, 1943.
Minoru FURUSHO - " " No. 38844, dated October 16th, 1944.

ASSESSED VALUES:

Land - \$365.00
Improvements - \$950.00 - \$1315.00.

Taxes - \$44.10.

CLASSIFICATION:

This is a 33' x 127' Lot with a 1½ storey 6 room dwelling with
full basement.

HISTORY OF
ADMINISTRATION:

This property was leased on a monthly basis by F. Freer Brock
(representing the Great West Life Assurance Co.) to Mr. and Mrs.
R.C. Carle, upon instructions from Minoru FURUSHO. Consideration
being \$25.00 per month. However, the Rentals Board objected,
claiming that that rental was too high and ordered a reduction to
\$15.00 per month. This reduction was protested by both the Custodian
and The Great West Life Assurance Co., the result being the Board
compromised at \$20.00 per month, which amount was paid monthly by
the Lessees until the property was sold.

Rents collected - \$525.00, against which were charges for Commission
- \$26.25, Papering \$37.60, Plumber - \$12.54, Roof - \$25.00,
Fixing Drain - \$2.50, Furnace Repairs - \$45.00, Electric Wiring -
\$3.00, Water rates - \$21.00.

To Ralph James McKenzie for \$1,425.00 as at November 3rd, 1944.
Approval of Advisory Committee - October 5th, 1944.

Sold

PERSONAL PROPERTY SUMMARY

File No. 12941

July 2nd, 1946

Re: Takeshi FURUSHO (Mr.)
Registration No. 02204.

Chattels:

There are no chattels revealed on this file as belonging to the above Japanese person.

Specified
Articles:

The R. C. M. P. Information Sheet states that the above Evacuee owned a 1930 Chevrolet Sedan. There is no evidence on file showing that a car was owned by Takeshi FURUSHO and it is therefore assumed that the car was disposed of by this Evacuee prior to the date set, under Order-in-Council, on which surrender of such vehicles was to be made to the Custodian.

Accounts
Receivable:

In October 1945 the amount of \$2.64 was credited to Takeshi FURUSHO's account, representing refund of security deposit for light from the B. C. Electric Co.

NO OTHER PERSONAL PROPERTY OF ANY KIND WHATSOEVER BELONGING TO THE ABOVE JAPANESE PERSON IS REVEALED ON THIS FILE.

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


E. Robertson.

/ER

SUMMARY of LIABILITIES

File No. 12941

July 2, 1946

Re: Takeshi FURUSHO (Mr.)
Reg. No. 02204

This file reveals no claims against the above Japanese person.

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

E. Robertson
E. Robertson.

/ER

Advertised Sale - Aug. 1/44.
Files Nos. 12941 & 10364
1858 East 11th Avenue, Vancouver
30/Subd. "C" & "D"/162/264A

February 21, 1945.

RALPH JAMES McKENZIE
(purchaser)

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at November 3, 1944)

	DEBIT	CREDIT
Purchase price	\$1,425.00	
Cheques received		\$1,425.00
<u>Amount of rent collected</u>		
November 3rd to November 30th - 27/30 x \$19.00		17.10
December 1st to December 31st		19.00
Registration fees on deed - \$1,425.00	7.10	
Insurance premium - 25% x \$8.80	2.20	
Water paid to Dec. 31/44 - 58/184 x \$7.00	2.21	
Purchaser's proportion of 1944 taxes -		
58/365 x \$42.34	6.73	
Balance owing to purchaser	17.86	
	<u>\$1,461.10</u>	<u>\$1,461.10</u>

BALANCE OWING TO PURCHASER \$17.86

File No. 12941 & 10364
Reg. No. 02204 & 02698

Takeshi & Minoru FUMISHO

	<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942	December 31	Rents collected Mortgage payment Commission, repairs & insurance	20.00 59.94	90.00	
1943	March 10	Land Registry Office - Certificate of Encumbrance	1.00		
	June 12	Mortgage payment \$40.90, int. \$19.10	60.00		
	July 30	1943 taxes	42.00		
	August 24	Mortgage interest - 6 months to 10 July	19.65		
	December 18	Rents collected 1 month @ \$15.00, 11 @ \$20.00 Disbursements (commission, repairs, etc)	94.75	235.00	
1944	January 12	Mortgage interest to 10 January	18.25		
	June 27	1944 taxes	42.34		
	June 30	Mortgage interest to 10 July	18.00		
	October 24	Rents collected - 10 months @ \$20.00 (to 31 Oct) Disbursements (commission & repairs)	27.00	200.00	
	November 3	Balance rents to date (nett)		1.90	
		Credit re Sale of Property		713.56	
			<u>\$ 402.93</u>	<u>\$1,240.46</u>	

CR \$ 837.53

STATEMENT RE SALE OF:

Name: FURUSHO, Takeshi,
Minour
File No: 12941-10364

Catalogue No: Special Adv.

Street Address: 1858 E. 11th Ave.

Reg. 02204 - 02698

Legal Description: Vancouver
30, Subdiv. "C" & "D"/162
2644/1/1059 & 1771

Nov. 3/44

Date of Sale and Adjustments

Sale Price \$ 1425.00

Real Estate Agent's Commission \$ 71.25

Charge for Valuation 5.00

Charge for Advertising 18.80

Land Registry Office Transmission Fee 6.00

Encumbrances:

Unpaid vendor 621.53

~~Mortgages~~~~Amounts of Taxes~~~~Other charges~~

Adjustments:

Fire Insurance 2.20

Taxes 6.73

Water 2.21

722.58 \$ 1436.14

Net Proceeds credited to your account 713.96

March 16th, 1945.

Date:

Mr. George Peters

Compiled by: