Name of Claimant TOGO CLEANERS Case 1089

Custodian File 15647

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		18,250. 6,000.	(costs included in $1400.00					shown below)			

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	
900.00	225.00							225.00

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
								1400.00

CASE NO: 1089.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

May 26, 1948.

IN THE MATTER OF THE CLAIM OF

TOGO CLEANERS, LIMITED.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 1089.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

Toronto, Ontario,

May 26, 1948.

IN THE MATTER OF THE CLAIM OF

TOGO CLEANERS, LIMITED.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
F.A. BREWIN, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
A.G. VEITCH, Esq., C.S.R.,	Official Reporter.

KOSABURO TAKAHASHI, the Claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q. Have you prepared a written statement in regard to the claim of Togo Cleaners Limited?

A. Yes, sir.

Q. And is this document which I am showing you that written statement?

A. Yes, sir.

Q. There is a general summary at the beginning and a number of figures on a later statement?

A. Yes, sir.

MR. BREWIN: I think perhaps they should be put together.

THE COMMISSIONER: Yes.

MR. BREWIN: I think it might explain things if I read this statement into the record.

THE COMMISSIONER: Very well. I think you had better qualify Mr. Takahashi as to the share-holding and so on under the terms of reference.

MR. BREWIN: Yes.

THE COMMISSIONER: Is that covered by the document you have?

MR. BREWIN: Yes, my lord.

You will follow me as I read it and I will ask you at the end if the statements are correct, witness.

THE WITNESS: Yes.

MR. BREWIN: It reads:

"This company was incorporated on the 22nd "of August, 1941, under the British Columbia "Companies Act.

"The business and assets of Togo

"Takahashi who carried on business in Victoria "since 1912 was acquired for the considera- "tion of 4,000 shares of the capital stock "of the company. Property known as 758-760 "Yates Street was acquired from Togo "Takahashi for the issue of 10,000 shares and "the assumption of a mortgage of $8,000.

"Premises at 961 North Park Street were "acquired from Toyo Takahashi for the issue "of 1,000 shares and these were all the "issue of the share capital with the exception "of three or four qualifying shares held by "other members of the family."

That is to say, he had 14,000 shares, his wife 1,000 shares, and one or two qualifying shares. There were no other shares issued?

THE WITNESS: No, sir; that is right.

MR. BREWIN: I continue:

"The business of the Company consisted of the "operation of a retail dry-cleaning outlet "at 758-760 Yates Street and the operation "in conjunction with it of a plant at 901 "North Park Street. This plant was used for "wholesale dry-cleaning, cleaning of carpets, "dyeing, etc.

"The claim may be divided as follows:

"1. The real estate at 758-760 Yates Street "which the claimant values at $40,000 and "which Custodian sold for $18,250.

"together with machinery and equipment there
"which the claimant values at $12,500."

It was sold for $9,000.

"3. Good-will or enhanced value of the two
"premises owing to the fact that the
"operations at Yates Street can be carried
"on more carefully and properly through
"being operated in conjunction with the
"plant at North Park Street, $4,000.

"The claimant's claim may be summarized
"as follows:"

and I will not read that.

In addition to the claim for 1941 Chevrolet sedan valued at $1,350 and sold by the Custodian for $873, the total is $29,727.

"In respect to the details of the properties
"the attached memorandum is submitted."

Then, the memorandum consists mostly of facts and figures as to when the property was bought, the rentals from it and the same sort of information as would normally go on these forms.

THE COMMISSIONER: Yes.

MR. BREWIN: Perhaps if I may file those two together without reading them ---?

THE COMMISSIONER: Yes.

MR. BREWIN: As Exhibit 1.

THE COMMISSIONER: You had better identify it by the witness.

MR. BREWIN: Q. These facts are all correct?

A. Yes, sir.

(STATEMENT OF CLAIMANT, MARKED EXHIBIT NO. 1)

THE COMMISSIONER: Q. What was your official position with the company? Were you the managing director or president - or what?

A. Yes, sir, president.

Q. Have you been authorized by a meeting of shareholders to present this claim on behalf of the company? A. Yes, sir.

MR. BREWIN: He has been.

THE COMMISSIONER: It would be as well if you were to file the resolution, if you have it.

MR. BREWIN: I have not it here.

THE COMMISSIONER: File it later.

MR. BREWIN: Q. To show the property on Yates Street, this is a sketch of the property made I think by your son? A. Yes, sir.

Q. It shows the Togo Cleaners at Yates Street near the corner of Blanchard and Yates?

A. Yes, sir.

Q. And next door to it the public library?

A. Yes, sir.

Q. And a property Gray Line Tours, Yellow Cab now Odeon Theatre. That is on the other side?

A. Yes, sir.

Q. That is the property which you used for the retail outlet? A. Yes, sir.

Q. And you set out about the rentals in the information you have filed already?

A. Yes, sir.

MR. BREWIN: May that be filed as Exhibit 2?

THE COMMISSIONER: Yes.

(BLUEPRINT, SKETCH, TOGO CLEANERS LIMITED, MARKED EXHIBIT NO. 2)

MR. BREWIN: Q. Now, Mr. Takahashi, there is a reference in the Custodian's file to an offer of $40,000 in respect of that property. Can you tell me about that? When did you receive such an offer?

A. Well, I told you a fact. I hever bought that property for speculation but for a business.

Q. When did you receive the offer first?

A. About 1940.

Q. In 1940? A. Yes, sir.

Q. Who made the offer to you?

A. One of the restaurant operators.

Q. A restaurant operator. I understand at that time there was some proposal that Odeon Theatre should acquire the property next door. Is that right?

A. Yes, sir. That is the reason they offered it to us.

Q. And you did not accept the offer? A. No.

Q. You do not know the name of this restaurant operator? A. No.

Q. But I think it is referred to in the correspondence in the Custodian's file. Do you know this? There is some suggestion in the information in the Custodian's file that the project to build the theatre fell through. Do you know anything about that?

A. The Odeon Theatre bought that next-door property. That was in the paper. The people all knew about

it in 1940. The next year, with the war conditions, the Government would not permit them to build the building.

Q. But later it has been built?

A. Yes. It has been built later.

Q. I suppose from your point of view it is probably just hearsay but I think I should mention it for the sake of the record. Do you understand that the property, that the lot next to yours and of the same size was purchased?

A. Yes. That is purchased by the Odeon Theatre people. This is the same number of lot. My place is called the east half. This is the west half.

Q. I do not suppose you know as a fact. I am not trying to prove it now but to put it down so we will remember it later.

THE COMMISSIONER: Yes.

MR. BREWIN: Q. The west half was sold to the Odeon Theatres for $40,000. Is that right?

A. Yes, sir.

THE COMMISSIONER: Q. The same frontage as your property?

A. A sixty-foot lot. The east half is Togo Cleaner, the west half is ---

Q. Yes. I know where it is in a general way.

MR. HUNTER: What is that, a plan?

MR. BREWIN: It is just a sketch of the street.

MR. HUNTER: Which property?

MR. BREWIN: It is the Yates Street property.

Q. Now, there is one matter I might raise with you because I expect my friend, Mr. Hunter, will raise it. There are some letters on the file or statements saying that Mr. Yates thought that you had got a good, fair price for this property when the Custodian sold it. Was Mr. Yates the company's lawyer?

A. He was but soon after he was appointed to the position of Liquidator I cannot depend on him. I cannot trust him any more.

Q. At any rate, did you ask him or authorize him to set a value on the company's property?

A. I never did.

Q. So if he expressed an opinion that is his own opinion? A. That is right.

Q. You did not authorize him to give such an opinion?

A. No, sir.

Q. Now I see you have made a claim here for $4,000 which you claim as good-will. As I understand it you had the retail outlet on Yates Street and you had the other plant on North Park?

A. Yes, sir.

Q. Why do you put an extra $4,000 on the value for that by reason of the fact that you owned both of the properties?

A. Well, if a person has a plant he can carry the business on. Without a plant then the man who runs the retail outlet he has to send the cleaning and dyeing as well as every other thing to wholesale cleaner. If wholesale cleaner don't treat

him right or this man can't find another man to do the wholesale cleaning or dyeing he can't carry his own business on.

THE COMMISSIONER: Q. You find it more satisfactory to combine the wholesale and the retail?

A. Sure thing; can't carry on the business without it.

MR. BREWIN: Q. Did you keep any books of account, books of the business which you carried on?

A. Yes, sir, I did.

Q. Have you those books now? A. No.

Q. What happened to them?

A. Well, I will tell you. The situation was when we were evacuated we were told by the Royal Canadian Mounted Police, "You people in Victoria all Japanese have to get ready to get out by 24 hours notice. You can't carry any more than two parcels which you can carry, yourself." So we can't carry anything but our own shirts or our own suits, or something else; we cannot carry any more.

Q. Now, in respect to the sedan, the Chevrolet sedan which you are claiming, I have one or two documents here. First of all may I read this into the record and ask you if it is correct, that it was a 1941 Chevrolet sedan, the cost of which was $1,450? A. Yes.

Q. And you put a new radio in for $75?

A. Yes.

Q. A heater for $45? A. Yes, sir.

Q. A spotlight for $12? A. Yes.

Q. You had five six-ply heavy duty tires?

A. Paid $20 extra.

Q. Oil filter, $15? A. Yes.

Q. Clock, $10? A. Yes.

Q. And a mirror and gas tank lock, $5?

A. Yes, sir.

Q. So the total cost of the sedan was $1,632?

A. Yes, sir.

Q. Is that right? A. Yes, sir.

Q. And you have allowed $282 depreciation, making your claim for the sedan $1,350?

A. Yes, sir.

Q. And you received from the Custodian $873. Is that right? A. Yes, sir.

Q. And is this, which I am showing you here, the invoice for the car to you dated July 28, 1941?

A. That is the original bill when I bought the car.

Q. From Wilson & Cabeldu, Victoria?

A. Yes, sir.

THE COMMISSIONER: All right. Put it in.

(INVOICE, JULY 28, 1941, TO TOGO TAKAHASHI FROM WILSON & CABELDU, VICTORIA, B.C., MARKED EXHIBIT NO. 3)

MR. BREWIN:

Q. This is the receipt you got from the Royal Canadian Mounted Police when you turned the car in?

A. Yes, sir.

MR. BREWIN: I suppose that should be filed, too.

THE COMMISSIONER: Yes.

(R.C.M.P. RECEIPT, MARKED EXHIBIT NO. 4)

Q. Perhaps it is largely a question of valuations in respect of these properties. You have set out

the information you think would be helpful in these written documents which you have filed?

A. Yes, sir.

Q. And I take it that is all you want to present at this moment?

THE COMMISSIONER: I will have to read all these documents, in any case, and I have all the material before me. It does not help me to have addition statements but if the witness wishes to make them he is free to do so.

Do you understand me?

THE WITNESS: Yes, sir.

THE COMMISSIONER: I think I have everything which is essential from the point of view of presentation of your case.

THE WITNESS: I think I had better express my view, explain to you why we had so cheap rent from the property.

MR. BREWIN: I do not think it is necessary to go into that, Mr. Takahashi.

THE WITNESS: All right.

MR. BREWIN: I am relying not on rentals, unless my friend goes into it.

MR. HUNTER: It is sold, my lord, that the real properties were sold for their fair market values.

It is submitted aside from the car there is no personal claim ---

MR. BREWIN: No. You will notice, though, that there is the equipment in the dry cleaning plant, not

personal though.

THE COMMISSIONER: How was this plant sold - as a going concern?

MR. HUNTER: I think it was.

MR. BREWIN: Yes. The two were sold together to the former tenant, a Chinese gentleman.

MR. HUNTER: It is submitted that the personal property was sold for its fair market value.

This is such a big thing that it is hard to present anything very coherently, with the numerous files involved. They have made the files so plentiful and so clear that I get muddled up going back and forth from one to the other.

I tender a copy of the advertisement appearing in the Victoria Times on October 28, 1944, and the Victoria Colonist on November 5, 1944. This is advertised as four parcels, parcel "A" and being No. 758-760 Yates Street; parcel "B" being 961 North Park Street; parcel "C" being the dry-cleaning and dyeing machinery, plant and equipment, and parcel "B", that is, 961 North Park Street; and parcel "D", being a combination of parcels "B" and "C", mentioned above, which includes everything.

(ADVERTISEMENT, MARKED EXHIBIT NO. 5)

THE COMMISSIONER: When was it offered for sale? What is the date?

MR. HUNTER: It was offered in the Victoria Times October 28, 1944, and the Colonist November 5, 1944.

MR. BREWIN: I do not wish to hurry my friend in any

way, but he has furnished us with a very good summary of the file. I have read it through very carefully. If he put in the file and put in the summary and later in argument he could refer to any items there he wished, I do not feel I would be taken at any disadvantage in this case.

THE COMMISSIONER: Thank you, Mr. Brewin.

Mr. Hunter, it is for you to make the decision.

MR. HUNTER: I think this summary will save me pulling out the various documents from various files at this time which are really only for information at this time.

If my friend is agreeable I will file this general summary.

MR. BREWIN: Yes. I will be quite happy to have you do that.

MR. HUNTER: It gives the history of the liquidation and it gives the history of the appraisals but it actually does not enumerate the appraisals. The appraisal of 758-760 Yates Street on the 31st October, 1944, by Vanderveldt, Cabeldu & May was $17,500, and one by P. R. Brown & Sons Limited on September 1st, 1944, was $15,000, with the assessed value in 1944 for land $13,080, improvements $1,970, making a total assessment of $15,050.

For 961 North Park Avenue the assessed value in 1944 was land $880, improvements $2,380, making a total of $3,260.

This was appraised September 5, 1944, by

Vanderveldt, Cabeldu & May at $2,850, the real property, only, of course, on the 1st of September by P. R. Brown at $2,750.

In response to the advertisement a large number of tenders were brought in for various parcels and the only tenders which were considered worthy of consideration are shown on the third page of this statement which I am filing.

The New Method tendered $18,150 for parcel "A" and $5,300 for parcel "D", making a total of $23,450. Seto Hong made a total offer, one for each parcel, making a total of $25,000. It was suggested that since he was low on parcel "A", being only $16,000, he be given an opportunity to increase his offer on parcel "A". He was very much higher on the others. That was given to him and he did increase it. He increased that. That brought his tender up to $27,500, which was accepted.

I would tender that as Exhibit 6.

(GENERAL SUMMARY OF REAL ESTATE, MARKED EXHIBIT NO. 6)

MR. HUNTER: It gives a history of the vesting of the shares and so on.

THE COMMISSIONER: Was this sale actually carried out by the Custodian?

MR. HUNTER: It was carried out by the Liquidator. I think it was George A. Touche & Company, actually. I think possibly to get a very complete picture of it it might be well to file the report of the

Liquidator.

There are a number of other reports, actually. I do not wish to clutter up the record with reports that are repetitions of previous reports.

THE COMMISSIONER: Does the final report express what was gone into in the earlier reports?

MR. HUNTER: It cannot because it is a very short report and obviously could not hold all the information which is in these previous reports.

THE COMMISSIONER: In the circumstances I think you had better file all of them, then.

MR. HUNTER: Very well, my lord.

THE COMMISSIONER: Once again, for information only, because all of the contents will have to be verified by the Liquidator.

MR. HUNTER: The first one appears to be a report dated May 9, 1942, and it has as exhibits thereto the various leases of the property and so forth.

The next one is dated December 20, 1945, and it seems to me that I can take the original and give my friend a copy.

THE COMMISSIONER: Very well.

MR. BREWIN: Thank you.

MR. HUNTER: And the next one is dated September 3, 1947, and there is another copy for my friend.

MR. BREWIN: Thank you.

MR. HUNTER: I suggest that these go in as one exhibit.

THE COMMISSIONER: Very well.

(REPORTS OF LIQUIDATOR, MARKED EXHIBIT NO. 7)

MR. HUNTER: I do not think there is anything else at

this time. It appears to be almost entirely a question of value.

THE COMMISSIONER: Have you any re-examination?

MR. BREWIN: No, thank you, my lord.

THE COMMISSIONER: Mr. Takahashi, had you an auditor for the company while you were in operation in 1941? Did you employ a chartered accountant, I mean during your operation prior to evacuation?

A. No. My daughter used to do the books.

Q. And you never did have a statement taken off by a chartered accountant?

A. No, I did not, because we incorporated I think September 5, 1940 - no, 1941. It was only a few months from that time, and in 1942 we had to get out.

THE COMMISSIONER: Yes. I appreciate that.

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

A.G. Veitch

"A.G. VEITCH"
Official Reporter.

CASE NO:

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

May 3, 1948.

IN THE MATTER OF THE CLAIM OF

KOSABURO TAKAHASHI

PROCEEDINGS AT HEARING.

Original.

CASE NO:

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H. I. BIRD, COMMISSIONER).

Toronto, Ontario,

May 3, 1948.

IN THE MATTER OF THE CLAIM OF

KOSABURO TAKAHASHI

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
F. A. BREWIN, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
D. J. HANDFORD, Esq.,	Official Interpreter.
A. G. VEITCH, Esq., C.S.R.	Official Reporter.

MR. BREWIN: My lord, I am now addressing you with respect to Claim No. 22 on this list of cases. It comes under the name of Kosaburo Takahashi, and it is a claim for Togo Cleaners Limited. In addition to that Toyo Takahashi, who is Mr. Kosaburo Takahashi's wife, has a personal claim. I had some correspondence with the Custodian and I think your lordship had made some temporary direction that the case of Togo Cleaners Limited should be heard in Vancouver, it being a corporate claim, but Mr. Takahashi lives in Toronto, here, and it will be very difficult for him to go to Vancouver.

THE COMMISSIONER: Have you any objection to hearing that claim in the same way we did another - I think it was in Winnipeg?

MR. HUNTER: I do not think so, my lord.

THE COMMISSIONER: It is not a very large claim. It seems rather a hardship to take him all the way to Vancouver.

MR. BREWIN: Of course we are quite content, if it is not convenient, to have it heard by a sub-Commissioner here. In respect of the wife's claim, the husband will be a witness. I thought it might be convenient to have both heard at the same time.

MR. HUNTER: The claim is for $35,000.

THE COMMISSIONER: Well, unless it is impossible to dispose of it here, I do not wish to put a man in Toronto to the expense of going all the way to Vancouver to prove a corporate claim. After

all, the corporate claims, which are set for Vancouver, are corporate claims running into six figures and more. Would the Custodian's department be put to any disadvantage in hearing at least the claimant's side? If you wish, I could stand the Government defence over to Vancouver, if necessary.

MR. SHEARS: Would you suggest that, yourself? It is on the list.

MR. HUNTER: I misunderstood you, if you meant that I lead my evidence here, because I could not consent to that. Our witnesses would all be in Vancouver.

THE COMMISSIONER: Yes. There is no reason for you to lead your evidence here. If there is anything which is not possible to be disposed of here it could be stood over to Vancouver, but we could at least assist the claimant to the extent of allowing him to present his claim here.

MR. SHEARS: We will not be ready on May 7, my lord. We have definitely not dealt with this claim at all.

THE COMMISSIONER: Why not stand it down to later in the month?

MR. BREWIN: I have an idea we could see whether or not it would be possible to bring it on while your lordship is sitting here in Toronto. If we find the list is congested we can deal with it through a sub-Commissioner.

THE COMMISSIONER: Let us proceed on that basis, Mr. Shears. And, will you try to get the file

forwarded. It is definitely understood it will not proceed on the date for which it is fixed now, May 7, referring to Case No. 22.

While we are on this subject, you want to proceed with the claim of the wife at the same time?

MR. BREWIN: It would be certainly convenient, if it is possible for the Custodian to.

THE COMMISSIONER: There I suppose we are up against the same difficulty; the Custodian is not presently prepared; so, why not fix the wife's claim to come on at the same time as the claim of Togo Cleaners, which will be some time later in the month?

MR. BREWIN: Very good.

THE COMMISSIONER: What is her name?

MR. BREWIN: If my recollection is correct it is Toyo Takahashi.

THE COMMISSIONER: Very well, then; it will be added to my list and will be disposed of at the same time that the company claim is disposed of, assuming that I do dispose of it, otherwise it will go to the sub-Commissioner.

I may say I would prefer to hear it, since it is a corporate claim.

MR. BREWIN: Yes. I would prefer your lordship to hear it, too.

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

"A. G. VEITCH"
Official Reporter

case 1089

JAN 13 1948

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

ACKNOWLEDGED

15647

Toronto

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME TOGO (Print) Surname CLEANERS Given Name LIMITED (RCMP) Reg. No.

(2) Pre-Evacuation Address 758 Gates St. Victoria

(3) Present Address c/o K Takahashi 234 Wellingham St Toronto

(4) REAL ESTATE

(a) Street Address (if any) 758-760 Gates St. & 961 North Park Ave. City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
not available

(c) Type of Real Property (cross out words which do not apply):

(i) ~~Farm~~
(ii) ~~Residence~~ Type of business Dry Cleaning Plant & Business
(iii) Business
(iv) ~~Any other type of property~~ (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 62,500
(v) Amount at which Custodian sold property and credited your account - - $ 27,250
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 35,250

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
c/o R.C.M.P. at Hastings Park Vancouver

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

(c) How stored or packed at time of evacuation

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") _____

(e) Itemized description of personal property which is the subject of the claim:

1. 1941 Chevrolet Sedan — Estimated Value $ 1350.00
2. Sold by Custodian — Estimated Value $ 873.00
3. _____ — Estimated Value $ _____
4. _____ — Estimated Value $ _____
5. _____ — Estimated Value $ _____
6. _____ — Estimated Value $ _____
7. _____ — Estimated Value $ _____
8. _____ — Estimated Value $ _____
9. _____ — Estimated Value $ _____
10. _____ — Estimated Value $ _____

TOTAL CLAIM FOR PROPERTY LOSS $ 477.00

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 35477727

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) Toronto

(b) Do you require the services of an interpreter at the hearing? Yes or no no

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
of)
TO WIT:)

I, K. Takahashi of the city
of Toronto in the county of York

DO SOLEMNLY DECLARE THAT: I am the President + majority Shareholder of the above company
The information set out in the form above is true and correct to the best of my knowledge, information and belief 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 Toronto
in the county of York
this 6th day of January
A.D. 1947 -

Kosabaro Takahashi

A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

_____
_____
_____
_____

EXHIBIT No. 1089 - 1
DATE 26 May 1948
FILED BY D. A. Brown

WRITTEN EVIDENCE RE CLAIM OF TOGO CLEANERS LIMITED.

This Company was incorporated on the 22nd of August 1941 under the British Columbia Companies Act.

The business and assets of Togo Takahashi who carried on business in Victoria since 1912 was acquired for the consideration of 4000 shares of the capital stock of the Company. Property known as 758-760 Yates Street was acquired from Togo Takahashi for the issue of 10,000 shares and the assumption of a mortgage of $8,000.00.

Premises at 961 North Park Street were acquired from Toyo Takahashi for the issue of 1000 shares. These were all the issue of the share capital with the exception of three or four qualifying shares held by other members of the family. The business of the company consisted of the operation of a retail dry cleaning outlet at 758-760 Yates Street and the operation in conjuction with it of a plant at 9 01 North Park Street. This plant was used for wholesale dry cleaning, cleaning of carpets, dyeing, etc.

The claim may be divided as follows:

1. The real estate at 758-760 Yates Street which the claimant values at $40,000.00 and which Custodian sold for $18,250.00

2. The real estate at 961 North Park Street, together with machinery and equipment there which the claimant values at $12,500.00.

3. Goodwill or enhanced value of the two premises, owing to the fact that the operations at Yates Street can be carried on more carefully and properly through being operated in conjunction with the plant at North Park Street , $4,000.

The claimant's claim may be summarized as follows:

758-760 Yates Street	-	$40,000.00	
Sold by Custodian		18,250.00	
Claim		$21,750.00	- $21,750.00
Property and plant equipment at 961 North Park Street. Claimant's valuation		12,500.00	
Sold by Custodian		9,000.00	
Net Claim		$ 3,500.00	3,500.00
Goodwill,etc.			4,000.00
Carried Forward			$29,250.00

Brought Forward		$29,250.00
In addition the claimant has a claim for a 1941 Chev. Sedan, valued at	$1350.00	
Sold by Custodian	873.00	
Claim	$ 477.00	477.00
		$29,727.00

In respect to the details of the properties the attached memorandum is submitted.

~~758-760 Yates Street~~ Victoria, B.C.

Lot Size 30' Front x 120 Depth

A First Class Business Location, Easily the best retail dry cleaning outlet in Victoria, B.C.

1928 -	Bought for	$18,500.00
1938 -	Installed 2 New Washrooms, 2 vents & new sewer.	850.00
1939 -	2 Manholes ($200.00)	--
	New back steps, put iron bars in all back windows, built 3 waiting rooms, 2 electric fans, linoleum	600.00
	2 Neon Signs	600.00
1943	New Roof ($422.00)	
		$20,550.00
1945	Value of Property	$40,000.00
	Sold by Custodian for	$18,250.00
	Difference - (Net Claim)	$21,750.00

Income from rent

760 Yates 60/month	720.00	1 year
758 " 100/month	1200.00	"
Wall Space	20.00	
LESS TAXES	$1940.00	1 year

961 North Park Street, Victoria, B.C.

50 Frontage x 145 Depth

Situated between 2 highways, in "light industry" district.

1918 -	Bought property and 5 room house	$4200.00	
	Made new drain, concrete basement floor, new columns in basement, new drive, new gate	1000.00	
1935 -	New furnace	150.00	
		$5350.00	$5350.00
1937)-	New brick building for dry cleaning,		
)	fire door,		
)			
1941)-	Painting wiring for light.	1300.00	
	Still, filter & 3 pumps, freight, installation, excavation, pipes, fittings	2700.00	
	New water service, new sewer, new electric servives for power and light, new pole, excavation and new surface drain.	500.00	
	Boiler and Sawdust burner, chimney and foundation	350.00	
	Carried forward	4850.00	

Brought forward	$4850.00
New tumbler, new dryer, freight and installation	900.00
2 - 3 H.P. Motors, Pulleys, shafting, switches, belting, wiring + installation.	300.00
2 dye kettles, 7 tubs, steam and water piping installation	275.00
1 steel spotting tube and stand, steeldrain tub with wheeled stand	150.00
Fluorescent lights, monel spotting board	70.00

Total Value of equipment, installed between 1937 & 1941 - $6545.00

961 North Park Street,
Victoria, B.C.

Older equipment bought prior to 1937.

Dry Cleaning Dept.

2 Washers, 2 extractors, 7½ H.P. Motor, low voltage starter, 3-under ground tanks, 3-clarifying tanks, piping, shafting, pulleys, belting. and installation.	$3900.00

Wet Cleaning Dept.

Washing Machine, Tubs, Table, Drying Room, spotting board, steam coil, 3 speed fan, wiring, piping for water and steam, building	1300.00

Carpet Cleaning Dept.

Vacuum Machine, Dust Wheel, Vacuum hose, 1/2 H.P. Electric Brush, 7-hanging racks, 3 speed fan, shafting, pulleys, belting, water & steam piping, steam coil, 2-buildings, spare parts	$3400.00
Total amount invested.	20495.00
Allowance for depreciation	7995.00
	$12500.00
(Goodwill (due to fact that present wholesale customers are less vulnerable to changes in wholesale cleaning prices because of present ownership)	4000.00
Also very few cleaning plants are equipped with filtration and distillation equipment which makes high quality dry cleaning possible. It was well known to be the second installation of its type in Victoria.	
	16500.00

961 North Park Street

758-760 Yates Street, Victoria, B.C.

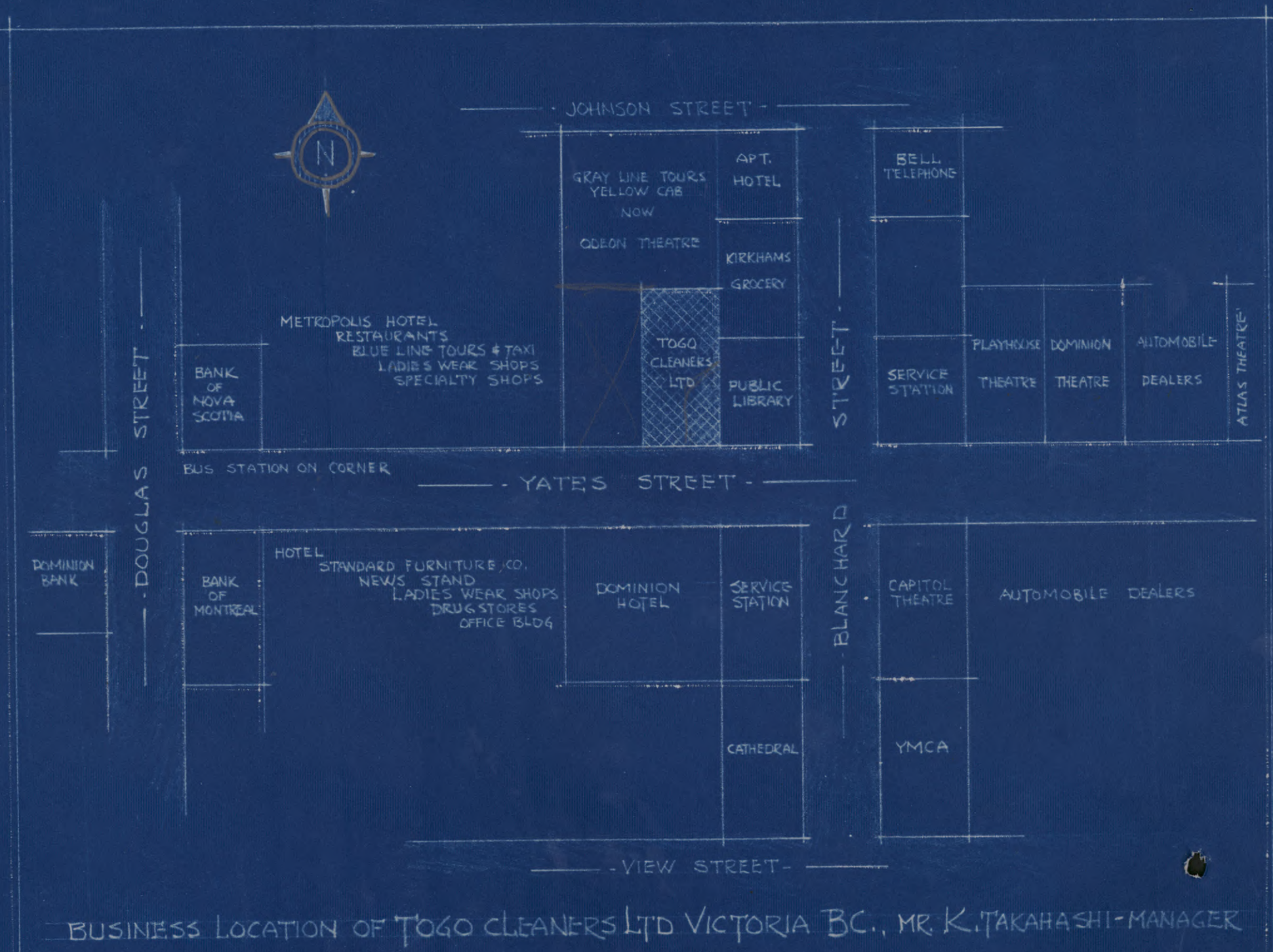
Total Value of 961 N. Park St.			16,500.00
Sold by Custodian for			9,000.00
Net Claim			7,500.00
1941 Chevrolet Sedan -	Cost	$1452.00	
Accessories		182.00	
Total Cost		1634.00	
Value at time of sale		1350.00	Mileage 11,022
Sold by Custodian for		873.00	
Net Claim		$477.00	

Claims:-

Yates St.	$21,750.00
N. Park St.	7,500.00
Car	477.00
	$29, 727.00

Liquidation expenses charged to claimant by Custodian.

Land Registry Office	$2.00
Legal Fees, Mr. Yates	68.64
Solicitor's Fees	202.32
Liquidators Fees & disbursements	1333.52
Advertising	44.46
Appraisals	97.50
Long distance telephone calls	16.45
	1764.89



BUSINESS LOCATION OF TOGO CLEANERS LTD VICTORIA BC., MR. K. TAKAHASHI - MANAGER

EXHIBIT No. 1089-Z
DATE 26 May 1948
FILED BY Z. A. Brewin

CAR INVOICE

CUSTOMER'S COPY

WILSON & CABELDU
LIMITED
VICTORIA, B. C.

DATE July 28th 1941

SALESMAN

SOLD TO Mr. Togo Takahashi

ADDRESS Yates Street.

INVOICE NUMBER

ALWAYS SHOW MOTOR, SERIAL AND KEY NUMBER

MODEL	NEW OR USED	SERIAL No.	MOTOR No.	KEY No.	DESCRIPTION	AMOUNT
12-19	New	1-121917339	3736433	1941	Chevrolet Master deL. Sedan AT LIST	1452.00
					License, Regn. & Transfer	27.42
					TOTAL	1479.42
					SETTLEMENT:-	
					CASH ON DELIVERY	
					PREVIOUS DEPOSIT	
					USED CAR: TYPE AND STOCK No. '39 Chev. Sedan	1035.00
					NOTE - Balance	444.42
					TOTAL	$1479.42

Paid in full
Cheque [illegible]

EXHIBIT No. 1089-3
DATE 26 May 1948
FILED BY
J. A. Brewin

M.S. 35 40M-2-41

1952

24 a

Form 246

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment 147
Seizure No.
FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No. 269-G-13-3

Detachment
Sub-Division
Division
Date (E) March 24 19 42

RE:- TOGO CLEANERS 758 Yates St Victoria B C
NAME OF FILE

On March 24 19 42, I Goodfellow K.E.
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDERED UNDER O.I.C. PC 1486

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PKGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL

LICENSE NO. 3937
MAKE & MODEL Chev Sedan 41
SERIAL NO. 121917339
ENGINE NO. 3736433
SPEEDOMETER READING 11022
CONDITION Good

TIRE NUMBERS 5

EXTRA EQUIPMENT Radio Clock Heater Cigarette Lighter

DESCRIPTION & CONDITION VERIFIED Appearance of this Car

Signature of Owner
Japanese Registration No. 07157. Driver Not Owner

Handed over to representative of Custodian whose signature in receipt thereof appears hereunder

E A Bruise

DATE: March 24/42

K E Goodfellow
SIGNATURE OF MEMBER SUBMITTING REPORT

EXHIBIT No. 1089-4
DATE 26 May 1948
FILED BY Z A Brown

GS
11

Advertisement appearing in Victoria Times on 28th Oct., 1944 and Victoria Colonist on 5th November, 1944.

File 1483 (Enemy)

file 15647

VICTORIA DAILY TIMES 28-10-44

REAL PROPERTY

DRY CLEANING PLANT and EQUIPMENT

FOR SALE

By virtue of authority given under the Revised Regulations Respecting Trading With the Enemy (1943) the undersigned Controller hereby offers for sale by public tender the following assets of Togo Cleaners Limited, in liquidation:—

PARCEL "A" East half, Lot 572, Block 2, Roll 859, known as 758-760 Yates Street, Victoria, B.C., being a one-story building with a basement.

PARCEL "B" Lot 40, Suburban Lot 8, Plan 26, Roll 3274, known as 961 North Park Street, Victoria, B.C., being one frame building (bungalow), one brick tile building, one frame storage warehouse.

PARCEL "C" Dry cleaning and dyeing machinery, plant and equipment, situate on the premises at 961 North Park Street, Victoria, B.C., referred to in Parcel "B" above.

PARCEL "D" Being a combination of Parcels "B" and "C" mentioned above, in order that the purchaser may acquire the business as a going concern.

Tenders will be received by the Custodian at 506 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., up to noon (Pacific Daylight Saving Time), the 30th day of November, 1944, in each case upon the following terms and conditions:

1. Each tender must be for one of the parcels, but a separate tender may be filed for each of several parcels.
2. A certified cheque payable to the order of the Custodian for ten per cent (10%) of the amount offered must accompany each tender.
3. The envelope enclosing the offer should be marked "Tender—Togo Cleaners Limited" and addressed to the Custodian, 506 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C.
4. All real property adjustments will be made as of the date of conveyance.
5. Properties will be sold subject to existing leases and encumbrances.
6. The Controller reserves the right to cancel any accepted tender for real or personal property and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
7. No warranty is made as to the quantity, quality, state of repair or condition of the assets included in Parcels "C" and "D."
8. The real properties are offered for sale without any warranty whatsoever by the Controller of location or condition of buildings or improvements.

Cheques in respect of unaccepted bids will be returned in due course.

Neither the highest nor any tender will necessarily be accepted.

Permission to inspect the buildings, properties and inventories may be arranged by application to the undersigned during office hours any day up to noon on the 29th day of November, 1944.

DATED at VICTORIA, B.C., this 28th day of October, 1944.

HAROLD G. HINTON, C.A., Controller,
TOGO CLEANERS LIMITED.
c-o George A. Touche & Co.,
807-811 Bank of Toronto Building,
Victoria, B.C.

EXHIBIT No. 1089-S
DATE 26 May 1948
FILED BY J.W.S. Hunter

File # 15647

1089- 6

EXHIBIT No.

DATE 26 May 1948

FILED BY J,W,G,Hunter

TOGO CLEANERS LIMITED (Togo Kosaburo TAKAHASHI)

11th May, 1948.

Page 1 GENERAL SUMMARY

Togo Kosaburo TAKAHASHI Regn No.10095 operated a Dry-cleaning and dyeing establishment known as "TOGO CLEANERS" for many years in Victoria, B.C.

On 22 Aug 41 "TOGO CLEANERS LIMITED" was incorporated under BC Companies Act to operate and acquire business and assets of "TOGO CLEANERS" located at 758-760 Yates St. and 961 North Park St., Victoria, B.C.

Authorized capital of company $20,000., being 20,000 shares @ $1.00. Subscribers were:

Togo Kosaburo TAKAHASHI	1 share
Toyo TAKAHASHI (wife)	1
Yukio TAKAHASHI (son)	1
Saburo TAKAHASHI (son)	1

Business and assets of Togo TAKAHASHI were acquired 23 Aug 41, consideration 4,000 shares of capital stock.
Premises at 758-760 Yates St., Victoria, B.C. acquired from Togo TAKAHASHI, consideration being 10,000 shares of capital stock and assumption by new company of $8,000 still owing by Togo TAKAHASHI to Mrs. Jane NOTT under Mortgage Agreement d/21 Nov 28.

Premises situate 961 North Park St., Victoria, B.C. acquired from Takahashi's wife (Toyo) in consideration of 1,000 shares of capital stock.

The file reveals that unissued shares (4996) were reserved pending majority of other minor children.

Takahashi completed Form JP 31 Mar 42, the date of evacuation not being evident on file.

REFERENCE	HISTORY
Hinton's report of 9 May 42 (Ref GS#1)	H.G. Hinton of George A. Touche Co., Victoria, B.C., reported in full on Togo Cleaners Ltd. on 9 May 42, the following information being made available:
	a) Description of Real Property and details re insurance (page 2)
	b) Personal Property (business equipment) located at 961 North Park St. (incl. in Sched. 2)
	c) Copy of lease Takahashi to Seto HONG 2 yrs from 1 Apr 42 at $100. per month for premises at 758-Yates St. (Sched. 1)
1089 - 6 26 May 1948 J.W.G. Hunter	d) Copy of lease Takahashi to Chong LOUIE 2 yrs from 1 Apr 42 at $100. per month for premises at 961 North Park St. (Sched.2)
	e) Trust Agreement Takahashi-ChongLOUIE-R.S. Stuart YATES (solicitor to Takahashi) $3000. being deposited with Yates by Louie as security for equipment at 961 North Park St. Funds to be invested by Yates as Trustee, interest to accrue to Togo Cleaners Ltd. (Sched. 3)
	f) Copy of Mortgage Agreement NOTT & TAKAHASHI. (Sched. 4)
	g) Copy of Mortgage Extension Agreement NOTT & TAKAHASHI (Sched.5)
	h) Information that 760 Yates St. under lease to Victor LITTLE at $60. per month, lease expiring 31 Oct 42. (Page 3)
	i) Copy of Takahashi's instructions to PEMBERTON & SON to act as agents for all properties. (Page 5 & 6)

.....

GS.2 An existing agreement between TOGOTCLEANERS LTD. and IMPERIAL TOBACCO CO. for rental to that company of one wall for advertising purposes at a consideration of $20.00 per annum was continued and remained in force during the Custodian's administration. This was situate at 760 Yates St.

.....

Statement of Account.

All premises were continuously tenanted at rates above described for the full period of the Custodian's administration.

.....

/2

GS.3 On 1 Aug 44 the issued shares (15004) were vested in the Sec. of State acting in his capacity as Custodian.

GS 4 On 1 Aug 44 the Custodian cancelled the registration of shares belonging to the 4 original members of TOGO CLEANERS LIMITED and transferred registry as follows:

Frank Gould SHEARS	1 share
Kenneth Wycott WRIGHT	1 share
Custodian	15002 shares

GS.5 Minutes of a Meeting of the Directors held 22 Aug 44 note election of officers as follows:

F.G. Shears	President
K.W. Wright	Secretary

Preparatory measures for the liquidation and winding up of the company were commenced.

GS.6 Harold G. HINTON, Chartered Accountant and rep.of George A. Touche Co. appointed Controller with powers of a Liquidator, 1 Aug 44.

Folio #1 Pemberton & Son Ltd. continued as agents for TOGO CLEANERS LTD. during the Custodian's administration of the property, and turned over to H.G.Hinton all funds on hand 1 Feb 45. Statements of Account as submitted by that firm are contained in Folio #1.

GS. 7 Cstdn letter 26 Jul 44 to Touche Co. (Hinton) states in part:

> "... In keeping with our usual practice, we suggested that Mr.Yates (solicitor for TOGO CLEANERS LTD.) should be retained so that you might confer with him relative to appraisals by independent valuators as well as procedure. In the past we have found that the Japanese prefer to have us retain the solicitor who acted for them prior to evacuation..."
>
> and
>
> ".....We would like to point out that the liquidation of these assets will BE ORDERLY AND IN NO SENSE FORCED. If the tenders do not measure up to the independent appraisals, the Custodian is not at all likely to approve of sale..."

(Mr. G.S.Stuart YATES disclosed that he would write to Takahashi to see whether Takahashi concurred in his appointment as Solicitor during the liquidation of the company. No correspondence from Takahashi in this regard is on file, however, a letter from Touche Co. notes that Yates had accepted the appointment).

GS. 8 A Statement of Assets & Liabilities of the company as at 31 Jul 44 was prepared by Hinton and submitted under covering letter of 8 Aug 44. Hinton's letter notes that he had been informed by Yates that no books of account had been kept by TOGO CLEANERS LTD. Due to this, Hinton advises of the difficulty of preparing a financial statement.

GS. 9 a Takahashi letter 8 Mar 44 states company spent over $15,000. on the plant at 961 North Park St., and that he values it at at least $12,000.

b Takahashi letter 2 Aug 44 values 961 N. Park at $12,500.
Yates St. at $40,000.
He also stated that he was offered $40,000. for the Yates St. property in 1940.

c Takahashi letter 21 Aug 44 values N. Park St. at $15,000.
Yates St. at $40,000.
He reiterates the fact of an offer of $40,000. having been received by the Company, but states that this offer was made in 1941.

GS. 10 a Touche & Co. letter 1 Sep 44 states in part:

> "....I have also seen Mr. Yates regarding the alleged offer of $40,000. received by Takahashi in 1941 for the Yates St. property. He is taking the matter up immediately with his client (Takahashi) with a view to obtaining, if possible, the name of the party reported to have made this offer..."

GS.10 (cont'd) b Mr. Cumpston of George A. Touche & Co. conferred with Mr. K.W. Wright of this office on 13 Sep 44, and Mr. Wright's memo to Mr. Shears is quoted in part:

> "....Mr. Cumpston advised that they had checked on the offer made for the Yates St. property and it appears that some time ago a local syndicate had plans for the erection of a large theatre on property adjoining Togo Cleaners. Other interests made an offer to Takahashi as they believed the site next door to the theatre would be desirable for a restaurant. Plans for the erection of the theatre fell through, however, and there is some doubt as to whether or not the deal for Togo Cleaners would have been proceeded with ...."

c Letter (Cuming to Cumpston) d/7 May 48 requests all correspondence and information held by Cumpston and Yates. (Further correspondence will be added to file under this reference -- GS.10c) 12/5/48 Herewith JC

Folio #3 Various enquiries and offers to purchase were received prior to liquidation. Same have been chronologically recorded on the cover of Folio 3 together with pertinent information.

Folio #4 (1st Insert) H.G. Hinton after consultation with R.S. Stuart YATES supplied the Cstdn with a recommended list of appraisers for both Real and Personal Property, 28 Aug 44. Mr. Yates is quoted as having concurred in the appointments.

Folio #4 Appraisals are contained in Folio 4 and pertinent facts ~~and~~ inscribed on the front cover.

GS. 11 Copy of advert. appearing in Victoria TIMES 28 Oct 44 and Victoria COLONIST 5 Nov 44 calling for tenders for property of TOGO CLEANERS LTD.

GS. 12 (Tenders opened in presence of Mr. K.W. Wright Counsel to Cstdn Office
(Mr. F.C. Shears Director Cstdn Office
(Mr. J.H. Young Vanc. rep. Touche & Co.

Folio #5 ((Tenders in order as typed on docket cover, together with Parcel legend for quick reference.)

GS. 13 Touche & Co. letter 7 Dec 44 notes tenders of New Method Laundries and Seto HONG being only tenders worthy of consideration:-

	A	B	C	D	TOTAL
New Method	18,150.			5,300.	23,450.
Seto HONG	16,000.	6,000.	3,000.	9,000.	25,000.

and gives reasons for suggesting that Seto HONG be permitted to raise tender on parcel "A" to same figure as New Method Laundries or higher.

GS. 14 Extract of Minutes of 18th Meeting of Advisory Committee recommending that Seto HONG be given opportunity as outlined in Touche & Co. letter dated 7 Dec 44 (GS.13).

GS. 15 Touche & Co. letter 11 Jan 45 note HONG raised tender on Parcel "A" to $18,250. (Offers as per B-C-D remaining as tendered) This brought HONG's total tender to $27,500. as against New Method Laundries $23,450.

GS. 16 Touche & Co. letter 26 Jan 45 states Mr. Yates "very satisfied" with Hong's offer "as he himself had placed a valuation of only $23,000. on both premises." Mr. Yates is quoted as having said "that his client was getting a generous price for his holdings and when the time is opportune, will advise him accordingly."

GS. 17 Touche & Co. letter 31 Jul 45 supplies breakdown for Income and Excess Profits Tax and advises cheque $1,682.62 forwarded to Inspr. of Income Tax.

Folio #6 (Touche & Co. Controller's and Liquidator's report d/20 Dec 45.
(Touche & Co. Liquidator's Stmt of Acct and report to Shareholders 3/9/47

GS. 18 Touche & Co. share distribution of assets 3 Sep 47.

Folio #7 This Folio summarizes plant equipment.

Statement of Account herewith.

J. Cuming
11 May 48

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
July 28/48

M Scott

REPORT ON (TOGO) KOSABURO TAKAHASHI

REGISTRATION No. 10095

EXHIBIT No. 1089 - 7

DATE 26 May 1948

FILLED BY J.W.G. Hunter

EXHIBIT NO. 1089 - 7
DATE 26 May 1948
FILED BY J.W G.Hunter

9th May 1942.

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

Attention Mr. C. L. Drewry.

Dear Sir:

re: (Togo) Kosaburo Takahashi.
Registration No. 10095.
My File No. 66.

In accordance with your request of 6th April 1942, I have investigated and taken control of the following property recorded on the above man's registration form dated 31st March 1942.

Real Property:

"(1) Lot 'E', part 572, Block 3, Roll #859. Assessed value of Land - $13,080.00
Assessed value of Improvements -$ 2,170.00
at 758-60 Yates Street, Victoria, B. C.

(2) Lot 40, Roll #3274,
Assessed value of Land - $ 880.00
Assessed value of Improvements- $ 2,500.00
at 961 North Park Street, Victoria, B. C.

Buildings:

(1) 1 storey brick building (store)
(2) 1 storey 5-room dwelling;
1-brick building; 3 wooden buildings adjoining."

Personal Property:

"As per list attached, also Dry Cleaning and Dyeing supplies worth approximately $250.00."

The following schedules are appended hereto:

Schedule 1. Lease - Togo Cleaners Limited to Seto Hong.

Schedule 2. Lease - Togo Cleaners Limited to Chong Louie.

Schedule 3. Trust Agreement - Togo Cleaners Limited, Chong Louie and Robert S. S. Yates.

Schedule 4. Mortgage - Kosaburo Takahashi to Jane Nott.

Schedule 5. Extension of Mortgage - Jane Nott and Togo Cleaners Limited.

In connection therewith I have to report as follows:

While Togo Kosaburo Takahashi is the beneficial owner of the property recorded above through his ownership of 15,000 out of 18,000 shares outstanding of Togo Cleaners Limited (the remaining 3,000 shares being owned by members of his family) the titles to the various properties are vested in the Company.

1. Location:

The property (1) shown above at 758-60 Yates Street is in the business section of Victoria, just off the corner of Blanshard Street and next door to the Public Library.

The property at 961 North Park Street is in a working class residential and small business area bout three-quarters of a mile north-east of the city centre.

2. Land and Buildings:

The property on Yates Street is a lot 30' x 120'. On this has been erected a one-storey and basement brick building filling the street frontage and running back approximately 55 feet. This building is divided into two store premises.

The lot at 961 North Park Street has a frontage of 50 feet on the street and a depth of 140 feet. On it are constructed the buildings as follows:

Frame bungalow containing the following rooms (the dimensions are approximate:

	Hall	9' x 6'		
	Front room	9' x 9'		
	Living room	16' x 8'		
2	Bedrooms	10' x 10'	each with cupboards	5' x 3'
	Kitchen	15' x 8'	off which is a	
			bathroom	5' x 5'
			toilet	5' x 3'
			and scullery	8' x 4'

2. Land and Buildings: (continued)

The house is heated by a hot air furnace which is equipped with a sawdust burner. The foundations of the house are concrete and it has a full basement, fully cemented. The house is in the process of being painted and decorated by, I understand, the present tenant, and is in fair condition, as is the shingle roof. This building is about thirty years old.

Behind the house and to the right is a brick tile building approximately 40' x 12' which is used as a dry-cleaning plant and houses the equipment referred to below. An open shed, evidently put up by the present tenant, joins this building with the residence.

At the back of the lot and to the left is a frame storage warehouse approximately 30' x 15'. Joining this building with the dry-cleaning plant is a frame shed of light construction. The shingle roofs of these buildings will apparently soon need attention but the sides are in good shape and have been painted recently.

The premises at 758 Yates Street have been leased to one Sito Hong for a period of two years from 1st April 1942 at a rental of $100.00 per month. A copy of the lease is attached as Schedule 1.

760 Yates Street is under lease to one Victor Little at a monthly rental of $60.00. This lease expires on 31st October 1942.

The property at 961 North Park Street has been leased for two years to one Chong Louie at a monthly rental of $100.00 which includes the dry-cleaning and dyeing equipment on the premises. A copy of the lease is attached as Schedule 2.

3. Personal Property:

The dry-cleaning and dyeing equipment, the list of which is attached to this man's registration form, is included in the subject matter of the lease to Chong Louie referred to above, a copy of which is attached as Schedule 2.

3. Personal Property: (continued)

I have no information with regard to the dry-cleaning and dyeing supplies valued at $250.00 but presume that these have been taken over by the lessee of the premises.

4. Insurance:

Insurance on the properties is carried as follows:

On building at 758-60 Yates Street:

Policy No.	B. C. 23536	23051-A
Company	Ohio Farmers Ins.Co.	Home Assurance Co.
Agent	Johnston & Co. Ltd.	Johnston & Co. Ltd.
Amount	$2,000.00	$2,000.00
Expiry	10th December 1942	2nd January 1943
Term	1 year	1 year
Premium	$15.80	$15.80

Loss under these policies is payable to Mrs. J. Nott, mortgagee.

On dwelling at 961 North Park Street:

Policy No.	6531
Company	Globe and Republic Insurance Co.
Agent	Johnston & Co. Ltd.
Amount	$2,000.00
Expiry	11th January 1945
Term	3 years
Premium	$12.00

Loss payable to assured - Togo Cleaners Limited.

On business building and equipment at 961 North Park Street:

Policy No.		37276	5558
Company		Merchants Fire Assurance Co.	Lumberman's Insurance Co.
Agent		Johnston & Co. Ltd.	Johnston & Co. Ltd.
Amount	Brick Building	$375.00	$375.00
	Frame Building	250.00	250.00
	Furniture	500.00	500.00
	Fixtures	2,000.00	2,000.00
Expiry		22nd February 1943	22nd February 1943
Term		1 year	1 year
Premium		$44.82	$44.81

Loss in each case payable to assured - Togo Cleaners Limited.

4. Insurance: (continued)

In addition to the above Chong Louie, the lessee of the premises at 961 North Park Street, has deposited with R. S. Stuart Yates of Victoria, B. C., as trustee, the sum of $3,000.00 as security against loss, damage or deterioration of the buildings, machinery, plant and equipment, arising out of any act, neglect or fault of his. The particulars of the terms of this deposit are set out in the lease, a copy of which is appended hereto as Schedule 2, and in the Trust Agreement with R. S. Stuart Yates as Trustee, a copy of which is appended as Schedule 3.

5. Liabilities:

The property at 758-60 Yates Street is mortgaged to Mrs. Jane Nott of R. R. #1, Royal Oak, B. C., under Mortgage dated 21st November 1928 for $15,000.00, a copy of which is enclosed as Schedule 4. This Mortgage has been extended by extension agreements of 30th July 1940 and 31st March 1941, a copy of which latter is appended hereto as Schedule 5. Mr. R. S. Stuart Yates, solicitor for the mortgagee, has informed me as to the present standing of the mortgage as follows:

> "The amount of principal owing under the said mortgage is $5,500.00 and the interest owing at April 15th of this year would be interest at the rate of 5% per annum from the 21st day of February to the 31st day of March on the sum of $7,500.00, and from the 31st day of March to the 15th day of April at the same rate on the sum of $5,500.00, there having been paid on March 31st the sum of $2,000.00 in reduction of principal. I might say that although the original Mortgage calls for interest at the rate of 7%, the said rate of interest was reduced to 5% by a former Extension Agreement dated the 30th day of July 1940."

There are no other liabilities shown on the registration form.

Prior to being evacuated, Takahashi made arrangements with Pemberton and Son Ltd. of 625 Fort Street, Victoria, B. C. to act as rental agents for the properties in which he and his wife are interested. The instructions to Pemberton and Son Ltd. are set out in a letter to them from R. S. Stuart Yates, solicitor for Togo Cleaners Limited and Mrs. Toyo Takahashi, as follows :

"This is to confirm my conversation with your Mr. Maurice concerning the collection of rentals on behalf of Togo Cleaners Limited and Mrs. Toyo Takahashi.

"It is desired that you should collect from Mr. Victor Little the rent of premises known as 760 Yates Street which, I understand, is at the rate of $57.00 per month, and also from Mr. Seto Hong the rent of 758 Yates Street at the sum of $100.00 per month payable on the first of each month commencing the month of May 9the April rent of the said premises has been paid direct to Togo Cleaners Limited). Also on behalf of the Company you will collect from Mr. Chong Louie of 1317 Government Street the sum of $100.00 per month for the rent of 961 North Park Street. The first rent collectable by you will be payable on the first of May in advance for that month. In addition it is desired that you should obtain a tenant for the property owned by Mrs. Toyo Takahashi and known as 42 Gorge Road and to collect the rents which may be fixed in respect to the said premises. Out of the rentals so collected by you, you are authorized and instructed to pay the following charges:

"1. To Mr. J. Wilson of Colwood Post Office for his services as gardener in looking after the garden at 42 Gorge Road at the rate of 35¢ per hour, it being understood that during the months of April to November inclusive he will be required to put in at least 8 hours per week in such manner that he shall have divided these working hours into at least two different days of each week.

"2. In respect of the same premises you are requested to pay the water rate for water used for irrigation purposes on the garden according to meter readings of the meter installed for that purpose. The tenant of this property is to pay for all water used for domestic purposes or household use according to the meter reading of this separate meter.

"3. To pay for all water consumed on the Yates Street property as the water for the two premises is furnished through the one meter.

"4. Taxes on North Park Street, Yates Street and Gerge Road.

"5. Insurance renewal premium on all properties above referred to and the contents which might be owned by Mrs. Takahashi or the Company. The fire insurance to remain with the existing companies.

"6. For all necessary landlord repairs provided you first obtain the written approval and consent of myself as Solicitor for Mrs. Takahashi and the Company before proceeding with repair work.

"7. The quarterly assessments payable to British Columbia Mutual Benefit Association according to the notices to be issued by that Association in respect to Certificates #A-11,190 and A-11,191 on the life of Mrs. Toyo Takahashi and Kosaburo Takahashi respectively.

"8. Interest accruing due from time to time under Mortgage covering the Yates Street property in favour of Mrs. Jane Nott whose address is care of Mrs. G. Polson,

"8. (continued)
R. R. #1, Royal Oak, East Saanich Road. The interest on this Mortgage is payable on the 21st day of February, May, August and November of each year, and has been paid up tothe 21st day of February of this year and on the 21st day of May interest will be payable thereunder as follows: At the rate of 5% per annum from the 21st day of February to the 31st day of March on the sum of $7,5000.00, and from the 31st day of March to the 21st day of May at the same rate on the sum of $5,500.00, there having been paid on March 31st the sum of $2,000.00 in reduction of principal.

"9. Any additional sums in your hands after making provision for the payments hereinbefore authorized shall be paid to Mrs Nott in reduction of principal in sums of not less than $50.00 and multiples thereof.

" I have to request that you kindly furnish me with quarterly statements in duplicate in respect to the collections and disbursements made by you under the terms of this letter."

6. Recommendations:

(1) I recommend

That the above arrangement be approved.

(2) That Pemberton and Son Ltd be instructed to furnish the Custodian with copies of statements as required by Mr Yates.

(3) That the insurance policies be changed to meet the requirments of the Custodian.

Yours faithfully,

"Hy Hinton"

HGH:LMS
Enclosures:

SCHEDULE 1
1089 - 7

THIS INDENTURE MADE the 31st day of March, 1942, in pursuance of the "Short Form of Leases ACT":

BETWEEN:

TOGO CLEANERS LIMITED, a Company duly incorporated under the laws of the Province of British Columbia, and having its registered office situate at 758 Yates Street, in the City of Victoria, in the Province of British Columbia, (hereinafter called "the Lessor")

OF THE ONE PART:

-and-

SETO HONG, of 1503 Government Street, in the City of Victoria aforesaid, Tailor, (hereinafter called "the Lessee")

OF THE OTHER PART

WHEREAS Togo Kosaburo Takahashi, of 42 Gorge Road, in the City of Victoria aforesaid, being the principal shareholder in the Lessor Company, is now required by law, by reason of the existing war conditions to depart from the City of Victoria, and has agreed to lease the lands and premises hereinafter described to the Lessee upon the terms hereinafter set out:

AND WHEREAS the Lessor has sold certain goods, chattels and other business property to the Lessee subject to a right to repurchase the same under the terms of an agreement of even date herewith and made between the parties hereto.

NOW THIS INDENTURE WITNESSETH that the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, ALL AND SINGULAR that piece or parcel of land and premises situate, lying and being in the City of Victoria, inthe Province of British Columbia, known as 758 Yates Street, situated on the East half of Lot 572 Block 3, Victoria City, from the first day of April, 1942 for the term of two years thence ensuing YIELDING AND PAYING therefor during the said term the rent of One hundred Dollars ($100.00) per month payable in advance on the first day of each and every month during the said term, the first of such payments to be made on the said first day of April, 1942:

AND that the Lessee covenants with the Lessor to pay rent and to repair and that the Lessor 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 sublet without leave and that he will leave the premises in good repair:

AND that the Lessee for himself, his executors and administrators, hereby covenants with the Lessor, its successors and assigns, that he, the Lessee, will pay for all electric light and gas services supplied and rendered to the said premises and every part thereof during the said term:

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants:

AND that the Lessor covenants with the Lessee for quiet enjoyment:

AND IT IS HEREBY AGREED AND DECLARED that the Lessor shall not be held liable or responsible for any injury or damage suffered by an invitee, licencee or other person who may be upon or come upon the said demised land and premise during the term hereby granted by reason of the condition thereof or of any buildings thereon or otherwise howsoever:

AND IT IS HEREBY AGREED AND DECLARED that in case the premises, or any part thereof, or any building thereon shall at any time during the term hereby granted be burned down or damaged by fire or accident or any other cause including the Act of God or the King's enemies (except the wilful act or default of theLessee) so as to render the said premises unfit for occupation and use by the Lessee, then, provided the Lessee shall notify the Lessor of such damage within

three days of the occurrence thereof, 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 or damage so sustained, and all remedies for recovering the same shall be abated and suspended from the date of such injury or damage occurring until the premises shall have been rebuilt or made fit for such occupation and use by the Lessee as aforesaid, and if no undertaking to rebuild or repair the said premises shall have been entered into by the Lessor within a period of thirty days next after the receipt of such notice, then the term hereby granted shall forthwith cease and determine, unless the Lessee shall himself undertake to rebuild or carry out such repairs, in which case the rent of the said premises shall be payable from the date of the completion of the said repairs or the expiration of a period of sixty days next after such undertaking shall have been made by the Lessee, whichever shall first occur; PROVIDED ALWAYS that nothing herein contained shall be construed so as to impose any obligations upon either the Lessor or the Lessee to rebuild or repair the said premises in case of damage or destruction as in this clause mentioned:

AND IT IS HEREBY FURTHER AGREED AND DECLARED that if the said Togo Kosaburo Takahashi shall at any time during the term hereby granted return to the said City of Victoria, then the Lessor shall have the right upon giving sixty days' notice in writing to the Lessee, addressing to him at 1503 Government Street aforesaid, to determine the Lease hereby granted, and to re-enter upon and take possession of the said lands and premises upon condition that the Lessor shall before such re-entry re-purchase the goods, chattels and business property sold to the Leseee as recited herein upon the terms of the agreement between the parties hereto hereinbefore mentioned, PROVIDED that nothing herein contained shall be construed so as to impose any obligations upon the Lessor to determine the lease as aforesaid.

AND IT IS HEREBY FURTHER AGREED AND DECLARED that any notice required to be given to the Lessor under any of the provisions hereof shall be sufficiently given if delivered personally to or sent by prepair registered letter to R.S. Stuart Yates, at 611-13 Central Building, 620 View Street, Victoria, B.C. Solicitor for the Lessor.

IN WITNESS WHEREOF the Corporate Seal of the Lessor has been hereunto affixed by its proper officers thereunto duly authorized, and the Lessee has set his hand and seal, the day and year first above written.

SEALED with the CORPORATE SEAL of TOGO CLEANERS LIMITED, in the presence of)
"Togo K. Takahashi")
"Yukio Takahashi")
Director)

SEAL of TOGO CLEANERS LIMITED

SIGNED SEALED AND DELIVERED by the above named SETO HONG in the presence of:)
"N.W.Whittaker")

"Seto Hong" (SEAL)

SCHEDULE 2.

THIS INDENTURE made the 31st day of March, A.D. 1942, in pursuance of the "SHORT FORM OF LEASES ACT":

BETWEEN:

TOGO CLEANERS LIMITED, a Company duly incorporated under the laws of the Province of British Columbia, and having its registered office situate at 758 Yates Street, inthe City of Victoria, inthe Province of British Columbia (hereinafter called "the Lessor")

OF THE ONE PART:

and

CHONG LOUIE, of 1317 Government Street, in the City of Victoria, inthe Province of British Columbia, carrying on business under the name and style of Lun Yick Company at the City of Victoria aforesaid, (hereinafter called "the Lessee")

OF THE OTHER PART:

WITNESSETH that the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, ALL AND SINGULAR that piece or parcel of land and premises situate lying and being in the City of Victoria, in the Province of British Columbia, known as 961 North Park Street, and more particularly described as Lot Forty (40) Suburban Lot Eight (8), Victoria City, according to a map or plan thereof on file in the Victoria Land Registry Office and there numbered 26, TOGETHER WITH all buildings thereon situate and all machinery, plant equipment, furniture and fixtures more particularly described in the Schedule hereto, from the first day of April, 1942, for the term of two years thence ensuing, yielding and paying therefor during the said term the rent of One hundred Dollars ($100.00) per month payable in advance on the first day of each and every month during the said term, the first of such payments to be made on the first day of April, 1942:

AND that the Lessee covenants with the Lessor to pay rent and to repair, and that the Lessor may enter and view state of repair and that the Lessee will repair according to notice and will not assign without leave and will not sublet without leave, and that he will leave the premises in good repair:

AND that the Lessee for himself, his executors and administrators, hereby covenants with the Lessor, his executors administrators and assigns, that he, the Lessee, will pay for all electric light, gas and water services supplied and rendered to the said premises and every part thereof during the said term:

PROVISO for re-entry by the Lessor on non-payment or non-performance of covenants:

AND that the Lessor covenants with the Lessee for quiet enjoyment:

AND IT IS HEREBY AGREED AND DECLARED that the Lessor shall not be held liable or responsible for any injury or damage suffered by any invitee, licencee or other person who may be upon or come upon the said demised land and premises during the term hereby granted by reason of the condition of thereof or of any buildings thereon or otherwise howsoever, and the Lessee shall indemnify and save harmless the Lessor from and against any claim in respect of such injury or damage.

AND IT IS HEREBY AGREED AND DECLARED that in case the premises, or any part thereof, or any buildings thereon shall at any time during the term hereby granted be burned down or damaged by fire or accident or any other cause including the Act of God or the King's enemies(except the wilful act or default of the Lessee) so as to render the said premises unfit for occupation and use by the Lessee, then PROVIDED the Lessee shall notify the Lessor of such damage within three days of the occurrence thereof, 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 or damage so sustained, and all remedies for recovering the same shall be abated and suspended from the date of such injury or damage occurring

until the premises shall have been rebuilt or made fit for such occupation and use by the Lessee as aforesaid, and if no undertaking to rebuild or repair the said premises shall have been entered into by the Lessor within a period of thirty days next after the receipt of such notice, then the term hereny granted shall forthwith cease and determine, unless the Lessee shall himself undertake to rebuild or carry out such repairs, in which case the rent of the said premises shall be payable from the date of the completion of the said repairs or the expiration of a period of sixty days next after such undertaking shall have been made by the Lessee, whichever shall first occur: PROVIDED ALWAYS that nothing herein contained shall be construed so as to impose any obligation upon either the Lessor or the Lessee to rebuild or repair the said premises in case of damage or destruction as in this clause mentioned:

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the Lessee shall deposit the sum of Three thousand Dollars ($3,000.00) with the Lessor as security against any and all loss, destruction, damage and deterioration (fair wear and tear excepted) of or to the said machinery, plant or equipment, or any part thereof, or all or any of the buildings situate on the said demised land, arising out of the act, neglect or default of the Lessee, his servants and agents, or out of any breach of any covenant herein contained and on the part of the Lessee to be observed and performed, and as security for the due payment of the rent hereby reserved, PROVIDED ALWAYS that in the event of the Lessee being in default in the payment of rent for the period of one month or more, no part of the said sum of Three thousand Dollars ($3,000.00) shallbe deemed to be a payment on account of rent due or to become due so as to debar the Lessor from all or any rights and remedies available to the Lessor under the provisions hereof or to a landlord at common law or in equity or under or by virtue of any statute or order-in-council having the force of law within the said Province, but all such rights and remedies are hereby specifically reserved to the Lessor AND PROVIDED FURTHER that during the said term the Lessor shall deposit the said sum in a chartered Bank, or invest the same of part thereof in any securities which may be agreed upon between the parties hereto, and shall accumulate the income of the said sum of Three thousand Dollars ($3,000.00) or such part thereof as shall not for the time being have been paid and applied for the purposes aforesaid, and at the determination of the term hereby granted, the Lessor shall pay over such income together with the said sum of Three thousand Dollars($3,000.00) or the balance thereof, to the Lessee after deducting therefrom all sums due to the Lessor in respect of such loss, destruction, damage or deterioration, or breach of covenant, or non-payment of rent, as aforesaid, and all costs, charges, and expenses arising thereout, and the Bank charges and costs of such investment as aforesaid.

IN WITNESS WHEREOF the Corporate Seal of the Lessor was hereunto affixed in the presence of its proper officers thereunto duly authorized, and the Lessee has hereunto set his hand and seal, the day and year first above written.

SEALED with thw CORPORATE SEAL)
OF TOGO CLEANERS LIMITED, in the)
presence of:)
"Togo K. Takahashi")
Director)
"Yukio Takahashi")
Director)

SEAL
of
TOGO CLEANERS LIMITED

SIGNED SEALED AND DELIVERED
by CHONG LOUIE, in the presence of:
"N.W.Whittaker"

Chong Louie" (SEAL)

SCHEDULE 2

SCHEDULE

List of Equipment at Dry Cleaning Plant situate at 961 North Park Street, Victoria, B.C.

Bowser Filter - Figure #674-1280 - Serial and Stock #37-218
Bowser Still - Figure #676 - Serial and Stock #37-216
Lancaster Dynamo & Motor Co. - 7.5 B.H.P - 3 phase induction Motor #57-W-925 Size J.F.
Cutler Hammer Auto Transformer Starter #9141-H-519, Code - 28016 - 3 H.P.
1 Washer - A.R. Williams - 12-15 suit capacity.
2 Washer - A.R. Williams - 5 suit capacity.
Troy Laundry Machinery Co.Ltd - Extractor Serial #6253, Size #26.
Toronto Laundry Machine Co.,- Extractor #4192.
Huebsch Tumbler - Serial #12391, with Master Motor explosion-proof. ½ H.P. 1 phase. Style P.T. 58622 - Serial # L.B.-8489. #990564
Fairbanks Morse Manufacturing Co. - Serial #62590, Frame H 6 B Motor 3 H.P. Type B, 3 phase.
Dryer & Semi-Finisher - Excelsior Mach & Equipment, Type G.D. Model 240, Serial #1256, Type G.D.
Motor Leland Electric Co. #2-KS-68411 C - 15482
Switch G.E. Motor Starting Switch - L.R. 1062-C.2. - Cat.4481066
Thor Cyclinder Washer G.E. - 1/6 H.P.Motor, #L.D. Model #26135.
Pump - Figure #738. Bowser Stock #37-219.
Pump - Goul B. S. Pump, U.S.A.
Pump - Bowser Figure #738 - Stock #37-217.
Dryer & Fan Ventilator - "Century" - Frame S. 3-16, #1324F11, Model #192.
Canadian Westinghouse Motor 5 H.P. - Type C.C.L. Induction, 3 phase - Serial #26417.
Alwood Carpet Vacuum Machine - A.R. Williams, Van.
Elec. Rotary Machine Co. - Chicago. #20542 - G.E. Motor - 1 phase - Model #24461. Type S.A. Frame 157. #3262317
Copper Kettle, 20 gal. capacity. Ellett Copper & Brass Co., Vancouver, B. C. B.C. 8924 - W.P. 65 L.B. - 3.7.41 A.S.
Copper Kettle #60 50 Gallon capacity.
5 wooden dye vats.
Guardian Fire Extinguisher #A604666.
3 H.P. Steam Boiler with Sawdust Burner.
2 Signal Ventilators - Signal Electric Manufacturing Co. (1) Type V.512.C, #14039 (2) Type V.512.C, #1405
3 Underground Solvent Storage Tanks. Total capacity 1200 gals.
2 Mixing Tanks
1 Clarifier Tank.
1 Washer steel clothes Truck.
3 Galvanized tubs.
6 Galvanized pails
1 Steel pre-spotting tank.
1 Wooden work table.
1 Monel spotting board.
1 Wooden washing tub.
1 Composition scrubbing table.
6 Rinsing barrels
4 Clothes baskets
300 Wooden Hangers.
5 Dye vats

SCHEDULE 3.

AGREEMENT MADE this 1st day of April, A.D. 1942.

BETWEEN: TOGO CLEANERS LIMITED a company incorporated under the laws of the Province of British Columbia, and having its head office situate at the City of Victoria, in the said Province,

hereinafter called "the Company" of the FIRST PART,

-and-

CHONG LOUIE of 1317 Government Street, in the City of Victoria, Province of British Columbia, carrying on business under the name and style of Lun Yick Company, at the City of Victoria aforesaid,

hereinafter called "the Lessee" of the SECOND PART,

-and-

ROBERT S.S.YATES, Barrister-at-law, of the City of Victoria aforesaid,

hereinafter called "the Trustee" of the THIRD PART.

WHEREAS the Company by an Indenture of Lease, dated the 1st day of Aprail, A.D. 1942, did lease to the Lessee the lands and premises known as 961 North Park Street, in the City of Victoria, Province of British Columbia, and more particularly described as Lot Forty (40) suburban Lot Eight (8) Victoria City, Plan Twenty-six (26) together with all buildings thereon situate and all machinery, plant, equipment, furniture and fixtures, more particularly described in the schedule attached to the said Lease, from the 1st day of April, 1942, for the term of Two (2) years thence ensuing at a rental of One hundred Dollars ($100.00) per month.

AND WHEREAS it is provided in the said Lease that the Lessee shall deposit the sum of Three thousand Dollars ($3000.00) as security against any and all loss, destruction, and damage, and deterioration(fair wear and tear excepted) of or to the said machinery, plant or equipment or any part thereof, or all or any of the buildings situate on the said demised land arising out of the act, neglect or fault of the Lessee, his servants or agents, or out of any breach of any covenant herein contained, or on the part of the Lessee to be observed and performed and as security for the due payment of the rent hereby reserved."

AND WHEREAS it is further provided in the said Lease that the said sum of Three thousand Dollars (3000.00) shall be held by the Trustees or Trustee for the Company and for the Lessee.

AND WHEREAS it has been agreed that the Trustee shall hold the said sum of Three thousand Dollars($3000.00) and shall apply the same and the income therefrom as provided in the said Lease and by this Agreement.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and the mutual covenants herein contained IT IS AGREED by and between the Parties hereto as follows:-

1. The Lessee shall forthwith pay to the Trustee the said sum of Three thousand Dollars ($3000.00)
2. During the term of the said Lease and any renewal thereof the Trustee shall pay to the Company the whole or any portion of the said sum of Three thousand Dollars ($3000.00) on receipt of instructions to do so signed by the Company and by the Lessee.
3. If during the term of the said Lease or any renewal thereof the Company shall claim the said sum of Three thousand Dollars ($3000.00) or any portion thereof and the Lessee shall dispute such claim, the matter in dispute shall be referred to arbitration by three (3) arbitrators, one of whom shall be appointed by the Company, one by the Lessee, and the third by the two appointed by the Company and the Lessee, and the decision of such arbitrators, or any two of them, shall be binding upon the Company and upon the Lessee, and

the Trustee shall pay or withold the payment of the amount claimed by the Company in accordance with the decision of the said arbitrators.

4. At the expiration of the term of the said Lease, or of any renewal thereof, the Trustee shall repay to the Lessee the said sum of Three thousand Dollars ($3000.00) or so much thereof as shall not have been paid to the Company as hereinbefore provided.

4. The Trustee shall be at liberty during the period of his trusteeship to invest the said sum of Three thousand Dollars ($3000.00) or any portion thereof in bonds of the Government of the Dominion of Canada, and any income from the said sum of Three thousand Dollars ($3000.00) either by way of interest on the bonds or bank interest shall be paid to the Company during such time as the said sum or portion thereof shall remain in the hands of the Trustee.

6. The Trustee shall not be personally liable for any loss resulting from the investment of the said moneys nor for any act done by him in good faith and pursuant to what he shall bona fide consider to be the proper carrying out of the terms of this agreement.

THIS AGREEMENT and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF THE Company has caused its corporate seal to be hereunto affixed and the Lessee and Trustee have hereunto affixed their hands and seals the day and year first above written.

The corporate seal of Togo Cleaners Limited was hereunto affixed in the presence of:
"Togo K. Takahashi"
Director
"Yukio Takahashi"
Director

S E A L
of
TOGO CLEANERS
LIMITED

SIGNED SEALED AND DELIVERED by the said Chong Louie in the presence of:
"N.W.Whittaker"

"Chong Louie" (SEAL)

SIGNED SEALED AND DELIVERED by the said Robert S.S.Yates in the presence of:
"Amy E. Lowe"
108 Joseph Street,
Victoria, B. C.
Stenographer

"R.S.Stuart Yates" (SELA)

SCHEDULE 4.

THIS INDENTURE, made in duplicate this Twenty-first day of November in the year of our Lord one thousand nine hundred and twenty-eight.

BETWEEN:

KOSABURO TAKAHASHI of 961 North Park Street in the City of Victoria, British Columbia,
(hereinafter called "the Mortgagor")

OF THE ONE PART

-and-

JANE NOTT of 1046 Mason Street in the City of Victoria aforesaid, (hereinafter called "the Mortgagee")

OF THE OTHER PART

WHEREAS the Mortgagor is seized of the inheritance in fee simple of and in the lands, hereditaments and premises hereby granted and conveyed, freefrom incumbrances, and has applied to the mortgagee to lend him the sum of Fifteen thousand dollars ($15000.00) which she has agreed to do on having the repayment thereof with interest secured to her in manner hereinafter expressed.

NOW THIS INDENTURE WITNESSETH that for and in consideration of the sum of Fifteen thousand Dollars ($15,000.00) of lawful money of Canada, by the Mortgagee in hand paid to the Mortgagor at or before the execution of these presents, the receipt or payment of which said sum the Mortgagor doth hereby acknowledge, and of and from the same and every part thereof doth hereby acquit, release and forever discharge the Mortgagee and the Mortgagee's lands, goods and chattels, THE MORTGAGOR HEREBY COVENANTS with the Mortgagee that the Mortgagor will pay to the Mortgagee the sum of Fifteen Thousand Dollars ($15,000.00) TOGETHER with interest thereon, or on the for the time being unpaid part thereof, at the rate of Seven (7) per cent per annum in the manner following, that is to say, the principal as follows, viz:

Three thousand dollars ($3,000.00) on the 21st day of November A.D.1929
Three thousand dollars ($3,000.00) on the 21st day of November A.D. 1930
Three thousand dollars ($3,000.00) on the 21st day of November A.D. 1931
Three thousand dollars ($3,000.00) on the 21st day of November A.D. 1932
and Three thousand dollars ($3,000.00) on the 21st day of November, A.D.1933.

and interest as follows, viz: by equal payments on the 21st day of May and November in each and every year until the whole of the said principal shall have been paid. The first payment of interest to be made on the 21st day of May 1929 . The said several payments of principal and interest to be made in gold at the office of Messrs Pemberton & Son at Victoria, British Columbia, if required.

AND FURTHER that the Mortgagor will during the continuance of this security pay all taxes payable in respect of the said principal sum and interest (whether properly payable by the Mortgagee or not) and also in respect of the hereditaments herein comprised, and will on or before the tenth day immediately preceding the last day on which the said taxes respectively may be paid at the lowest possible rate (time being inthis respect the essence of the contract) deliver to the Mortgagee the collector's or other official receipts for all such taxes and if such receipt or receipts shallnot be so delivered from time to time it shall be lawful for the Mortgagee to pay all or any part of such taxes in respect whereof the Mortgagor shallnot have delivered such receipt and the amount so paid and all other sums of money paid by the Mortgagee for repairs or otherwise for the protection of the mortgaged property shall forthwith after every such payment be payable to the Mortgagee by the Mortgagor, and shall with interest thereon at the rate aforesaid be a charge upon the hereditaments herein comprised in addition to the principal sum and interest hereby secured.

AND THIS INDENTURE ALSO WITNESSETH, that for the consideration aforesaid the Mortgagor hereby granted and conveys unto the Mortgagee her heirs and assigns, ALL that piece or parcel of land and premises situate lying and being in the City of Victoria in the Province of British Columbia, known as and being the East half (E.½) of Lot Five hundred and seventy-two(572) Victoria City.

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof held and enjoyed or appurtenances thereto, And all the estate right, title, interest property claim and demand of the Mortgagor in, to or upon the same premises TO HAVE AND TO HOLD the said lands, tenements and hereditaments, andall other hereditaments and premises hereby granted or intended so to be, with the appurtenances thereunto respectively belonging, Unto the Mortgagee, her heirs and assigns, to the Use of the Mortgagee her heirs and assigns forever, SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained.

PROVIDED ALWAYS and it is hereby agreed and declared, that if the Mortgagor shall pay to the Mortgagee the said moneys hereby secured, together with interest for the same at the times and in the manner hereinbefore limited and appointed for the payment of the same respectively without any deduction whatsoever, the Mortgagee shall at any time thereafter upon the request and at the cost of the Mortgagor reconvey the said hereditaments and premises to the use of the Mortgagor, his heirs or assigns, or as he or they shall direct. AND the Mortgagor hereby covenants with the Mortgagee that if the said principal sum hereby secured or any part thereof shall remain unpaid after the date herein set for payment the Mortgagor will, so long as the same or any part thereof shall remain unpaid, pay to the Mortgagee interest for the said principal sum or for so much thereof as shall then remain unpaid at the rate and on the days before mentioned of each year without any deduction whatsoever.

PROVIDED ALWAYS and it is hereby agreed that any interest in arrears, including any interest payable on sums capitalized under this clause, and also premiums of insurance and any sums of money paid by the Mortgagee for the protection or preservation of this security, such as for or in regard to taxes, tolls, repairs, dower or any liens, charges or incumbrances, and all outgoings, costs and expenses connected with this security, including those for water, heat, power and light, and the costs, charges and expenses of any abortive sale or sales, or incurred in taking, recovering or keeping possession of the said lands and premises or inspecting the same including allowance for the time and service of any agent of the Mortgagee appointed for such purposes, or in enforcing the personal remedies under these Presents or otherwise in relation to this security, shall be added for all purposes to the principal moneys hereby secured, and shall thenceforth bear interest payable and to be paid at the rate and on the days aforesaid computed with rests and compounded each quarter year for such time as the same shall remain unpaid as well after as before the said principal becomes wholly due; and all the covenants and provisions contained in these Presents shall equally apply to interest on such arrears and other sums aforesaid.

AND IT IS HEREBY PROVIDED and declared that it shall be lawful for the Mortgagee at any time or times after default shall be made in payment of any interest moneys due upon the security of these presents, or in payment of any taxes in accordance with the covenant relating thereto hereinbefore contained, or in case the said principal moneys or any part thereof shall remain unpaid after the time or times hereinbefore limited for the payment thereof, without any consent on the part of the Mortgagor and upon giving thirty days' notice in writing to sell the said lands, tenements, hereditaments, and other premises hereby granted or intended so to be, or any part or parts thereof, either together or in parcels and either by public auction or private contract, with power to buy in or rescind any contract for sale, and to re-sell the same without being answerable for any loss which may be occasioned thereby, and for the purposes aforesaid to execute any deeds or assurances which the Mortgagee may think fit. And further, that upon any sale made under the aforesaid power by any person or persons who may not be seized of the legal estate in the premises sold, the persons or persons in whom the legal estate in the same premises shall be vested shall make such assurance of the same for the purpose of carrying the sale into effect as the person or persons by whom the sale shallbe made shall direct. And in case of any sale as aforesaid at public auction of the lands, tenements, hereditaments hereby granted, or intended so to be, or of any part thereof, of which ten days continuous notice in some daily paper published in British Columbia, or if no daily paper be published, two insertions in some weekly paper published as aforesaid, shall have been given, it shall be lawful for the Mortgagee to become the purchaser of such lands, tenements and hereditaments, or any part or parts thereof, at such sale, either in the name of the Mortgagee or in the

name of some person as trustee for the Mortgagee, any law or equity to the contrary notwithstanding. PROVIDED also, and it is hereby declared that upon any sale made in pursuance of the aforesaid power, the purchaser shall not be bound to enquire whether any principal money or interest remains due upon this security, or whether any default shall have happened as aforesaid, or as to the regularity of any such sale, and notwithstanding any irregularity as aforesaid, and notwithstanding any previous forbearance in the exercise of this power, the sale shall, as regards the safety and protection of any purchaser or purchasers thereat, be deemed valid and effectual accordingly. And further, that the receipt of the Mortgagee for the purchase money of the premises sold shall effectually discharge the purchaser or purchasers from the money therein expressed to have been received and from being concerned to see to the application or being liable for the loss or misapplication thereof. And the Mortgagee shall, out of the moneys arising from any such sale, in the first place reimburse the Mortgagee all expenses incurred in or about the premises, and in the next place pay all principal and interest due or intended to be secured by these presents, and shall stand possessed of the balance, if any, upon trust for the Mortgagor.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor now is lawfully and absolutely seized of and in and now has power to grant the premises hereinbefore granted, or intended so to be, unto and to the use of the Mortgagee, and that free and clear and absolutely discharged from all claims, incumbrances and demands whatsoever, and further that the Mortgagor and every person claiming any estate, title or interest in the said premises, or any part thereof, will at all times execute and do every lawful assurance for further or more perfectly assuring all or any of the said premises to the use of the Mortgagee as by the Mortgagee shall be reasonably required.

AND THIS INDENTURE FURTHER WITNESSETH that in consideration of the premises the Mortgagor by these presents assigns, transfers and sets over to the Mortgagee ALL the Fire Insurance policy or policies in respect of the mortgage security and the sum or sums of money thereby assured and all moneys payable or to become payable thereunder or under any policy or policies written substitution therefor during the continuance of this security.

AND the Mortgagor covenants with the Mortgagee that the Mortgagor now has good right to assign the said policy or policies and the moneys thereby assured in manner aforesaid And that the Mortgagor will so long as any money shall remain on the security of these presents keep all the messuages and buildings for the time being on the land hereinbefore granted or intended so to be insured against loss or damage by fire in the sum of full insurable value in a Company designated by the Mortgagee or the agent of the Mortgagee, and will pay all premiums and sums of money necessary for such purpose on the day on which the same respectively shall become due and will on demand produce to the Mortgagee the receipt for every such payment. And also that if default shall be made in keeping the said premises so insured or in payment of any premium or in producing the receipt or receipts aforesaid it shall be lawful for the Mortgagee out of the Mortgagee's own moneys to insure and keep insured the buildings for the time being on the said land for any sum not exceeding the full insurable value and for that purpose to effect any new policy or policies in the name of the Mortgagee, or in the name of the Mortgagor or both, or to renew any then existing or pre-existing policies. And that the Mortgagor will on demand repay to the Mortgagee all moneys expended for that purpose together with interest thereon at the rate aforesaid and that in the meantime the hereditaments and premises hereby granted and assigned shall stand charged therewith in like manner as if the same respectively formed part of the principal and interest moneys hereinbefore referred to and that the policy hereby assigned and every policy or policies to be effected as aforesaid and the moneys thereby respectively assured shall be subject to all the powers, provisos, declarations and agreements herein contained in respect of the land hereby granted. And the Mortgagor shall and will at all times hereafter make, do and execute all such further acts, deeds and assurances for more effectually assuring the policies hereby assigned or to be effected as aforesaid and the moneys thereby respectively assured unto the Mortgagee And the Mortgagor hereby gives and grants unto the Mortgagee power and authority for and in the name of the Mortgagor to sue for, receive and give receipts for all or any part of the moneys to become payable under or by virtue of the said policies as aforesaid or any or either of them.

AND it is agreed that the recovering of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest at the rate and times herein provided.

PROVIDED always, and it is hereby agreed that neither the execution or registration of this mortgage or part payment hereunder shall bind the Mortgagee to advance the amount of said loan or any part thereof.

~~PROVIDED always, and it is hereby agreed that neither the execution or registration of this mortgage or part payment hereunder shall bind the Mortgagee to advance the amount of said loan or any part thereof.~~

PROVIDED ALSO that the Mortgagee may at any time or times at the discretion of the Mortgagee release any part or pars of the said lands or any other security for the moneys hereby secured, either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by the Mortgagee, and without thereby releasing any other of the said lands or any of the covenants herein contained.

PROVIDED ALSO that in default of the payment of the interest hereby secured or taxes or insurance as hereinbefore provided, the principal hereby secured shdl at the option of the Mortgagee become payable and this mortgage shall be deemedto have matured as from 30 days after the date that any sum due as aforesaid for interest or taxes or insurance shall be due and payable.

IT SHALL be lawful for the Mortgagee when default shall have been made in payment of any moneys secured hereby to appoint in writing such person as the Mortgagee may think fit to be a receiver of the income of the said hereditaments or any part thereof. Such receiver shall be deemed the agent of the Mortgagor. Such receiver shall have power to let and manage the said premises, demand and recover the income thereof, and give effectual receipts therefor, to spend moneys collected by him for all or any of the following purposes as the Mortgagee may from time to time direct, viz., for the insurance, preservation or protection of the said premises or any part thereof,, in payment of his remuneration which shall be such sum not exceeding 5% of the gross receipts as the Mortgagee shall in writing specify, and in payment of any moneys intended to be secured by these presents. Any such receiver maybe removed and a new receiver appointed from time to time by the Mortgagee in writing.

THE Mortgagor hereby attorns and becomes tenant at will to the Mortgagee, of the said hereditaments at a peppercorn rent during such time as the said principal moneys or any part thereof shall remain owing on this security, but nothing in this clause contained shall prevent the Mortgagee from at any time entering on and taking possession of the said hereditaments and so determining the tenancy hereby created, and nothing herein contained shall be deemed to render the Mortgagee liable as Mortgagee in possession.

PROVIDED that the Mortgagor observing and performing all the covenants and stipulations on the part of the Mortgagor herein contained shall have the privilege at any time before the date of maturity of paying any sum or sums of not less than $100.00 on account of the moneys hereby secured upon paying all interest to the date of such prepayment. In the event of the Mortgagee agreeing to extend the time for payment under this mortgage or allowing it to run on after date of maturity the aforesaid provisions as to payment of interest and bonus shall apply in case of repayment as aforesaid after date of maturity.

AND IT IS HEREBY AGREED AND DECLARED that in the construction of these presents where the context so admits the expressions "Mortgagor" and"Mortgagee" shall include the heirs, executors, administrators and assigns of the parties hereto respectively, and in the case of a Corporation shall include its successors and assigns; and that in the case of there being more than one Mortgagor, the said covenants, provisoes, conditions and agreements shallbe construed and held to be several as well as joint.

SCHEDULE 4.

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 the within named)
KOSABURO TAKAHASHI)
in the presence of)
"Robert Stanley Stuart Yates") "Kosaburo Takahashi"
(View Royal, Esquimalt District,) (SEAL)
British Columbia,)
Barrister-at-Law))

"H.H.Coten"

SCHEDULE 5.

THIS AGREEMENT made the 31st day of March 1942:

BETWEEN:

JANE NOTT, of the Municipality of Saanich in the Province of British Columbia, widow, (hereinafter called "the Mortgagee")

OF THE ONE PART:

- and -

TOGO CLEANERS LIMITED, a Company duly incorporated under the laws of the Province of British Columbia having its registered office situate at 758 Yates Street, in the City of Victoria, in the Province aforesaid (hereinafter called "the Company")

OF THE OTHER PART:

WHEREAS by an Indenture of Mortgage (hereinafter called "the Mortgage") dated the 21st day of November 1928 and made between Togo Kosaburo Takahashi as mortgagor of the one part and the Mortgagee of the other part all and singular that piece or parcel of land situate in the City of Victoria in the Province of British Columbia more particularly described as the East half of Lot 572, Block 3, Victoria City, were mortgaged to the Mortgagee for securing the sum of Fifteen Thousand Dollars ($15,000.00) and the interest thereon, therein mentioned:

AND WHEREAS by an agreement (hereinafter called "the first Extension Agreement") dated the 30th day of July 1940, and made between the Mortgagee of the one part and the said Togo Kosaburo Takahashi the time for the repayment of the principal then owing under the terms of the said Mortgage was extended in the manner and upon the terms therein set out:

AND WHEREAS by an Indenture dated the 23rd day of August 1941, and made between the said Togo Kosaburo Takahashi as Vendor of the one part and the Company as purchaser of the other part reciting that there then remained owing the sum of Eight thousand Dollars ($8,000.00) and no more upon the security of the said mortgage, and that all the interest thereon had been paid up to the 21st day of August, 1941, the said Togo Kosaburo Takahashi conveyed the said land and premises to the Company for the consideration therein mentioned and inter alia in consideration of the covenant therein contained on the part of the Company to be observed and performed whereby the Company covenanted that it would pay the said sum of Eight thousand Dollars ($8000.00) and all the interest thereon from the said 21st day of August 1941, and thenceforth to become due:

AND WHEREAS the sum of Seven Thousand Five Hundred Dollars ($7500.00) and no more is now owing upon the security of the said mortgage, and all the interest thereon has been paid up to the 31st day of February, 1942:

NOW IT IS HEREBY AGREED AND DECLARED that in consideration of the sum of Two Thousand Dollars ($2000.00) now paid by the Company to the Mortgagee on account of the said principal mortgage debt(the receipt of which sum of Two Thousand Dollars [$2000.00] the Mortgagee doth hereby acknowledge) the Mortgagee for herself, her executors and administrators hereby covenants with the Company its successors and assigns, that in the event of damage to the said lands hereinbefore described or damage to or destruction of the buildings thereon arising directly or indirectly from the action of the King's enemies to such an extent that the said lands and premises shall cease to be capable of producing revenue, them and in any such case, the mortgagee shall extend the time for the repayment of the said mortgage debt and for the payment of interest thereon under the provisions of the mortgage and the first extension agreement by a period of three years from the date of such destruction or damage or until the said lands and premises shall againbecome capable of producing revenue(whichever period shall be the shorter) provided always that throughout such period the interest payable under the terms of the mortgage and the extensionagreement shall accrue and be added to the principal mortgage debt thereby secured, but not so

as to bear interest, and provided further that when and so often as the said lands and premises shall again become productive of revenue such revenue shall be applied first in payment of taxes and insurance premiums due and payable in respect of the said lands and premises and for all repairs necessary to the maintenance thereof, secondly and subject thereto in payment of current interest on that part of the principal mortgage debt for the time being remaining unpaid, thirdly in payment of all arrears of interest accrued under the provisions hereof, and fourthly in reduction of the said principal mortgage debt until such time as all payments of principal and interest due to the Mortgagee under the provisions of the mortgage and the first extensionagreement which, but for the terms hereof would have been in arrears, shall have been fully paid and satisfied, and provided also that notwithstanding the receipt of the revenue of the said lands and premises by the mortgagee by virtue of the provisions hereinbefore contained, she shall not be deemed to be amortgagee in possession.

IN WITNESS WHEREOF the Mortgagee has hereunto set her hand and seal and the Corporate Seal of the Company was hereunto affixed in the presence of its proper officers thereunto duly authorized, the day and year first above written.

SIGNED SEALED AND DELIVERED)
by the above-named JANE NOTT) "Jane Nott"
in the presence of:)
"R.S.Stuart Yates")

SEALED with the Corporate Seal of
TOGO CLEANERS LIMITED, in the presence)
of:)
"Togo K.Takahashi") SEAL
Director) of
"Yukio Takahashi") TOGO CLEANERS
Director LIMITED

I hereby certify that the foregoing words (14 pages) are a true copy of the original whereof they purport to be a copy.

July 30th 1948

M. Scott

EXHIBIT No. 1089 - 7

DATE.....

FILED BY

.....

TOGO CLEANERS LIMITED

(IN LIQUIDATION)

LIQUIDATOR'S STATEMENT OF ACCOUNT AND REPORT

TO THE SHAREHOLDERS

DATED 3rd SEPTEMBER 1947

To the Shareholders,
Togo Cleaners Limited
(In Liquidation)

In accordance with an order of the Under Secretary of State, dated 17th August, 1946, and in pursuance of an order of the Secretary of Stated dated 1st August 1944, I have administered and liquidated the assets of your Company and transferred $23,036.35 to the Secretary of State as Custodian.

The account of Realizations and Disbursements is as follows:

Receipts

Assets Realized and Miscellaneous Receipts (Schedule "A")		$29,442.01
Less:		
Disbursements		
Liabilities Discharged	$3678.61	
Miscellaneous Taxes and Other Expenses (Schedule "A")	1325.08	
Liquidator's Fee and Expenses (Schedule "B")	1401.97	
		6,405.66
Amount Available for Distribution		$23,036.35

The Shareholders are entitled to share in the distribution, according to their rights, as follows:

Name	Address	Number of Shares	Share Numbers
Secretary of State (As Custodian)	Office of the Custodian, (Japanese Evacuation Section, Ottawa)	15,002	15,007-30,008
Kenneth W. Wright	Office of the Custodian, 506 Royal Bank Building, Vancouver, B.C.	1	15,006
Frank G. Shears	Office of the Custodian, 506 Royal Bank Building, Vancouver, B. C.	1	15,005
		15,004	

In accordance with Section 222, B. C. Companies Act, Sub-Section 4, final dissolution of the Company will be delayed for aperiod of three months from 23rd July 1947.

Yours faithfully,

H. G. HINTON

Liquidator.

TOGO CLEANERS LIMITED

(IN LIQUIDATION)

SUMMARY OF RECEIPTS AND DISBURSEMENTS

RECEIPTS

ASSETS REALIZED		
Balance in Hands of Custodian at 1st August 1944		$71.81
Balance in Hands of Pemberton, Holmes Limited at 1st August 1944		458.03
Rental Receivable - 760 Yates Street		60.00
Sale of Real Estate, Buildings and Equipment	$27,250.00	
Less: Adjustments in respect of taxes, insurance etc.	34.66	
		27215.34
		$ 27805.18
MISCELLANEOUS		
Rentals for period from 1st August 1944 to 31st Janaury 1945		1580.00
Interest on Guarantee Deposit		56.83
		$ 1636.83
Total Receipts		$ 29442.01

LIABILITIES DISCHARGED

Commission on Rental Receivab	
Water Rates	
Mortgage interest	
Mortgage Principal	
Income and Excess Profits Tax 31st December 1943	
MISCELLANEOUS	
Commission on Rentals	
Insurance and Taxes	
Water Rates	
Mortgage Interest	
Rental Agent's charge for Sta	
Appraisals of Property and Equ	
Advertising	
Income and Excess Profits Tax	
Interest on Income and Excess	
Long Distance Telephone Charg	
Solicitor's Fee and Disburseme	
Total Disbu	
REMITTANCES TO CUSTODIAN	

TOGO CLEANERS LIMITED

(IN LIQUIDATION)

SCHEDULE "A"

SUMMARY OF RECEIPTS AND DISBURSEMENTS

			DISBURSEMENTS
		LIABILITIES DISCHARGED	
		Commission on Rental Receivable	3.00
	$71.81	Water Rates	7.60
		Mortgage interest	25.96
	458.03	Mortgage Principal	2700.00
	60.00	Income and Excess Profits Taxes to 31st December 1943	942.05
7,250.00			
	34.66		
	27215.34		
	$ 27805.18		$ 3678.61
		MISCELLANEOUS	
		Commission on Rentals	78.00
		Insurance and Taxes	61.88
	1580.00	Water Rates	16.70
		Mortgage Interest	67.80
	56.83	Rental Agent's charge for Statement of Account	10.00
		Appraisals of Property and Equipment	97.50
		Advertising	44.46
		Income and Excess Profits Taxes to January 31st, 1945	663.69
		Interest on Income and Excess Profits Taxes	76.88
		Long Distance Telephone Charges Etc.	5.85
		Solicitor's Fee and Disbursements	202.32
	$ 1636.83		$ 1325.08
	$ 29442.01	Total Disbursements	$ 5003.69
		REMITTANCES TO CUSTODIAN	24438.32
	$ 29442.01		$ 29442.01

H. G. HINTON
Liquidator.

"COMPANIES ACT" SCHEDULE "B"

TOGO CLEANERS LIMITED

(IN VOLUNTARY LIQUIDATION)

CONDENSED STATEMENT OF RECEIPTS AND DISBURSEMENTS OF

H. G. HINTON, LIQUIDATOR - PERIOD

1st AUGUST 1944 to 14th JULY 1947

NET REALIZATION FROM LIQUIDATION OF ASSETS PER SCHEDULE "A" ATTACHED		$24,438.32
Less:		
Liquidator's Fee	$1300.00	
Travelling Expenses - Custodian	22.35	
Postage, Telephones and Telegrams -Custodian	51.57	
Liquidator's Winging-up Expenses Section 211(1) -British Columbia Companies Act	28.05	
		1,401.97
AMOUNT AVAILABLE FOR DISTRIBUTION		$ 23,036.35

Approved

"F. G. Shears"
F. G. Shears
Director - Office of the Custodian

The Above, with Schedule "A" attached, is the account produced at the final meeting held at Room 807, Bank of Toronto Building, Victoria, B. C., on 14th July 1947.

"H. G. Hinton"

H. G. Hinton, C. A.
Liquidator.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 30, 1948

M. Sealey
EF

EXHIBIT No. 1089 - 7
DATE
FILED BY

TOGO CLEANERS LIMITED

(In Liquidation)

CONTROLLER'S REPORT

TO THE

CUSTODIAN

C
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INDEX

REPORT TO F. G. SHEARS, ESQ., DIRECTOR, OFFICE OF THE CUSTODIAN, VANCOUVER, B. C.

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1405 DOUGLAS STREET

VICTORIA, B. C.

20th December, 1945.

F. G. Shears, Esq.,
Director,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Togo Cleaners Limited
(In Liquidation)

Pursuant to an Order of the Secretary of State dated 1st August 1944, appointing Mr. Harold G. Hinton, C. A., of George A. Touche & Co., Controller with powers of liquidation, I have administered and liquidated the assets of this company and in connection therewith submit the following report:

Nature and Summarized History of Company

Togo Cleaners Limited was incorporated 22nd August 1941 under the British Columbia Companies Act to carry on the business of dyeing, cleaning, pressing, repairing etc. and to acquire the business and assets of "Togo Cleaners", previously operated by Togo Kosaburo Takahashi at 758 Yates Street and 961 North Park Street.

The authorized capital of the company was $20,000.00 divided into 20,000 shares of $1.00 each.

The subscribers to the Memorandum of Association were Togo Kosaburo Takahashi, Toyo Takahashi, Yukio Takahashi and Saburo Takahashi, each of whom subscribed for one share.

The business and assets of "Togo Cleaners" were acquired form Togo Kosaburo Takahashi under agreement dated 23rd August 1941 in consideration of the issue of 4,000 shares of the company's capital stock.

It has been ascertained at the Provincial Land Registry Office that the East half of Lot 572, Block 3, Roll 859, City of Victoria, known as 758-760 Yates was acquired from Togo Kosaburo Takahashi in considera-

tion of the issue of 10,000 shares of the company's capital stock and the assumption by the company of the $8,000.00 still owing by the Vendor to Mrs. Jane Nott under Mortgage Agreement dated 21st November 1928. The date of this Conveyance is 23rd August 1941.

Under agreement dated 23rd August 1941, Lot 40, Suburban Lot 8, Plan 26, known as 961 North Park Street, Victoria, B. C., was acquired from Toyo Takahashi in consideration of the issue of 1,000 shares of the company's capital stock.

I was advised by Mr. R. S. Stuart Yates, the company's solicitor, that up until the date of evacuation of persons of the Japanese race from the protected area of British Columbia, the company had not maintained any books of account, and that upon evacuation the company's properties were administered by Pemberton, Holmes Limited who accounted to your office for rentals and disbursements.

Ownership of Company

At the date of evacuation of the Japanese from the protected area of British Columbia, 22nd April 1942, the outstanding shares of the company's capital stock were registered as follows:

Togo Kosaburo Takahashi	14,001 shares
Toyo Takahashi	1,001 shares
Yukio Takahashi	1 share
Saburo Takahashi	1 share
	15,004 shares

Vesting Orders - Exhibit "A"

By authority of vesting orders dated 1st August 1944, the outstanding shares were transferred as follows:

To the Secretary of State of Canada acting in his capacity as Custodian.	15,002 shares
To Frank Gould Shears	1 share
To Kenneth Wycott Wright	1 share
	15,004 shares

Appointment of Directors - Exhibit "B"

By order of the Secretary of State, Togo Kosaburo Takahashi, Yukio Takahashi, Toyo Takahashi and Saburo Takahashi were removed as

Directors and Mr. Frank Gould Shears and Mr. Kenneth Wycott Wright were appointed Directors.

Assets- Exhibit "D"

At 1st August 1944 the company's assets consisted principally of the land and building at 758-760 Yates Street, Victoria, B. C., and the land, buildings and equipment at 961 North Park Street, Victoria, B. C. These properties are more fully discribed as follows:

758-760 Yates Street, Victoria, B. C.

Legal Description - East half, Lot 572, Block 3, Roll 859, City of Victoria.

Building - One storey brick construction with full basement and brick foundation - divided into two shops, each with toilet and sink.

Dimensions - Land, 30' x 120' - Building, 30' x 51'.

City Assessment - Land, $13,080.00 - Improvements, $1,970.00.

Taxes - $538.36 per annum.

Rented for $1,920.00 per annum.

961 North Park Street, Victoria, B. C.

Legal Description - Lot 40, Suburban Lot 8, Plan 26, Roll 3274, City of Victoria.

Buildings - Two storey frame house with concrete foundation and basement; one storey, half frame and half brick building housing cleaning equipment; frame shed used for storage purposes.

Dimension of Land - 50' x 140'

City Assessment - Land, $880.00 - Improvements, $2,380.00.

Taxes - $94.30 per annum.

Rented for $1,200.00 per annum, including equipment.

In addition to the land, buildings and equipment already referred to, the company's assets included a rental receivable and cash balances in the hands of Pemberton, Holmes Limited and the Custodian.

Liabilities - Exhibit "D"

The principal liabilities disclosed by the investigations of the

Controller consisted of a mortgage on the Yates Street property held by Mrs. Jane Nott and Dominion Income and Excess Profits Taxes. Other minor items consisted of mortgage interest, water rates and the rental agent's commission on unpaid rent.

Operations Pending Realization of Assets - Exhibit "E".

From the date of my appointment, 1st August 1944, to 1st February 1945, at which time the company's real estate was sold, the rental arrangements previously existing remained undisturbed, the gross rental from Yates Street being $160.00 per month and from North Park Street $100.00 per month. The cash receipts and disbursements during this period are reflected in exhibit "E".

Liquidation Proceedings

The company's records and documents were obtained from Mr. R. S. Stuart Yates, solicitor for the company, whose services were retained by the Controller in accordance with a policy of the Office of the Custodian.

One 22nd August 1944 the Provincial Registrar of Companies was notified of the order, issued by the Secretary of State of Canada, covering the appointment of a Controller with the powers of Liquidator.

A meeting of the Directors of the company was held at Room 506, Royal Bank Building, Vancouver, B. C., on 22nd August 1944. The minutes of this meeting are attached as Exhibit "F".

The required notice to creditors was advertised in The Daily Colonist and The Daily Times published in Victoria, B. C., on the 22nd and the 29th August 1944. See Exhibit "G".

Appraisers, satisfactory to Mr. R. S. Stuart Yates and approved by your office, were appointed on 31st August 1944 as follows:

(A) As to Real Estate and Buildings only:

Mr. E.F. Burton of P. R. Brown and Sons Limited;
Mr. H.W.B. Blenkinsop of Van der Vliet, Cabeldu and May Limited.

(B) As to Equipment and Dry Cleaning Apparatus only;

Mr. Cochran of Stanley Brock Limited;
Mr. W. P. Jeune of the Pantorium Dye Works of Canada Limited.

(C) As to 961 North Park Street as a going concern:

Messrs. Renfrew Brothers;
The Paisley Cleaners and Dyers of Victoria;
The Pantorium Dye Works of Canada Limited.

The notice calling for tenders for the real estate, buildings and equipment of the company was published in The Daily Times, Victoria, B. C., on 28th October 1944 and The Daily Colonist, Victoria, B. C., on 5th November 1944. A copy of the notice is attached as Exhibit "H".

Tenders were opend on the 4th December 1944 in the presence of Mr. F. G. Shears, Director of the Office of the Custodian, Mr. K. W. Wright, Counsel to the Custodian, together with Mr. John Haydn Young, representing the Controller. Details of the tenders, together with information in regard to the relative appraisals, are attached hereto as Exhibit "I".

After consideration of these tenders I wrote you on the 7th December and recommended that all tenders, except those received from the New Method Laundry and Mr. Seto Hong, be rejected and the deposits returned to the unsuccessful tenderers.

I pointed out to you that the New Method Laundry's offer on the Yates Street property exceeded that of Mr. Seto Hong and that the offer of Mr. Seto Hong on the North Park Street property exceeded that of the New Method Laundry.

Mr. Seto Hong was in possession and operating both plants and, in view of the fact that his combined offers amounted to $25,000.00 and that the combined offers of the New Method Laundry amounted to $23,450.00, it was my opinion that favourable consideration should be given to Mr. Seto Hong's offer. However, I also considered that, in an effort to obtain the very best price obtainable, before finally dealing with these offers Mr. Seto Hong should be given an opportunity to increase his offer on the Yates Street property to not less than $18,150.00, the amount of the New Method Laundry.

As a result of this, Mr. Seto Hong advised me that he was prepared to offer $18,250.00 for the Yates Street property, making his combined offer $27,250.00. In view of the fact that the sum total of the highest appraisals amounted to $23,175.00 I recommended that the offer of Mr. Seto

Hong should be accepted. Confirmation of this recommendation was given in your letter of 19th January 1945, in which you stated that this matter had been carefully considered by your Advisory Committee.

You also advised us that in view of my recommendations the offer of the New Method Laundry had been rejected and their deposit returned and that Mr. Seto Hong's combined offers of $27,250.00 for Parcels "A", "B" and "C" were recommended to the Custodian for acceptance.

Mr. R. S. Stuart Yates was instructed to prepare a Release of the Mortgage on the Yates Street property, held by Mrs. Jane Nott, 25th January 1945. The amount in full, including $2,700.00 principal and $26.26 interest, was paid to Mr. Yates for the account of Mrs. Nott 29th January 1945.

The Controller instructed Mr. R. S. Stuart Yates to prepare the Bill of Sale and Conveyance covering the Yates Street and North Park Street properties on 24th January 1945. These documents were presented to Messrs. Whittaker and McIllree, solicitors to the purchaser, for approval prior to submission to the Counsel to the Custodian for revision on 8th February 1945. The transfer of titles to the Yates Street and North Park Street properties were registered 13th March 1945 at the Land Registry Office, Victoria, B. C.

After considerable correspondence with the Inspector of Income Tax, Income and Excess Profits Tax Returns for the years 1942, 1943, 1944 and 1945 were filed 12th April 1945. The relative assessments were received 25th July 1945 and the taxes, amounting to $1,682.62 including interest, were paid 31st July 1945. Income Tax Returns in respect of undistributed income were filed 14th November 1945. A Clearance Certificate in respect of Income Tax but not Excess Profits Taxes was received 3rd December 1945 and all funds in the hands of the Controller have been remitted to the Custodian as shown in Exhibit "E" attached.

..... .

I further report that all my duties as outlined in the order of the Secretary of State of Canada dated 1st August 1944 covering my appointment and instructions subsequently received have been carried out,

subject to receiving a Clearance Certificate in respect of Excess Profits Taxes from the Department of National Revenue and to making application for surrender of the company's charter. I understand that both these matters will have your attention prior to the distribution of the proceeds realized from the disposition of the assets of the company and, on this understanding, I apply for my discharge as Controller.

Yours faithfully,

H. G. HINTON

Controller

per "G. O. Cumpston"

Attorney.

EXHIBIT "A"

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

Address All
Communications
To The
Custodian's Office

Please Refer
To
File No. 645
Evacuee

WHEREAS the Secretary of State acting in his capacity as Custodian under or by virtue of Order in Council P. C. 1665 dated the 4th day of March, 1942, as amended, may order that all or any property whatsoever, situated in any protected area of British Columbia, belonging to any person of the Japanese race shall, for the prupose of portecting the interest of the owner, or any other person, be vested in the Custodian;

AND WHEREAS KOSABURO TAKAHASHI is a person of the Japanese race and is registered asshareholder of Fourteen Thousand and One (14,001) shares of the issued capital stock of TOGO CLEANERS LIMITED;

AND WHEREAS TOGO CLEANERS LIMITED being duly incorporated under the laws of the Province of British Columbia has assets in a portected area of the said Province of British Columbia;

AND WHEREAS it appears to the Secretary of State acting in his capacity as Custodian that the interest of the said above named person of the Japanese race in the said TOGO CLEANERS LIMITED for the purpose of protecting the interest of such person, or any other persons, should be vested in the Secretary of State acting in his capacity as Custodian;

NOW THEREFORE, The Secretary of State acting in his capacity as Custodian by his duly authorized and lawful Deputy, hereby orders that the interest of KOSABURO TAKAHASHI as the registered shareholder of Fourteen Thousand and One (14,001) shares of the issued capital stock of TOGO CLEANERS LIMITED be, and the same are hereby vested in the Custodian in accordance with the provisions of Order in Council 1665 dated the 4th day of March, 1942, as amended.

DATED at OTTAWA, this 1st day of August, 1944

(signed) A. H. Mathieu

Assistant Deputy Custodian.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

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WHEREAS the Secretary of State acting in his capacity as Custodian under or by virtue of Order in Council P. C. 1665 dated the 4th day of March, 1942, as amended, may order that all or any property whatsoever, situated in any protected area of British Columbia, belonging to any person of the Japanese race shall, for the purpose of protecting the interest of the owner, or any other person, be vested in the Custodian;

AND WHEREAS TOYO TAKAHASHI is a person of the Japanese race and is registered as shareholder of One Thousand and One (1001) shares of the issued capital stock of TOGO CLEANERS LIMITED;

AND WHEREAS TOGO CLEANERS LIMITED being duly incorporated under the laws of the Province of British Columbia has assets in a protected area of the said Province of British Columbia;

AND WHEREAS it appears to the Secretary of State acting in his capacity as Custodian that the interest of the said above named person of the Japanese race in the said TOGO CLEANERS LIMITED for the purpose of protecting the interest of such person, or any other persons, should be vested in the Secretary of State acting in his capacity as Custodian;

NOW THEREOFRE, the Secretary of State acting in his capacity as Custodian by his duly authorized and lawful Deputy, hereby orders that the interest of TOYO TAKAHASHI as the registered shareholder of One Thousand and One (1001) shares of the issued capital stock of TOGO CLEANERS LIMITED be, and the same are hereby vested in the Custodian in accordance with the provisions of Order in Council P. C. 1665 dated the 4th day of March, 1942, as amended.

DATED at OTTAWA, this 1st day of August, 1944.

(signed) A. H. Mathieu

Assistant Deputy Custodian.

EXHIBIT "A"- (b)

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN.

Address All
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WHEREAS the Secretary of State acting in his capacity as Custodian under or by virtue of Order in Council P.C. 1665 dated the 4th day of March, 1942, as amended, may order that all or any property whatsoever, situated in any protected area of British Columbia, belonging to any person of the Japanese race shall, for the purpose of protecting the interest of the owner, or any other person, be vested in the Custodian;

AND WHEREAS YUKIO TAKAHASHI is a person of the Japanese race and is registered as shareholder of One (1) share of the issued capital stock of TOGO CLEANERS LIMITED;

AND WHEREAS TOGO CLEANERS LIMITED being duly incorporated under the laws of the Province of British Columbia has assets in a protected area of the said Province of British Columbia;

AND WHEREAS it appears to the Secretary of State acting in his capacity as Custodian that the interest of the said above named person of the Japanese race in the said TOGO CLEANERS LIMITED for the purpose of protecting the interest of such person, or any other persons, should be vested in the Secretary of State acting in his capacity as Custodian;

NOW THEREFORE, the Secretary of State acting in his capacity as Custodian by his duly authorized and lawful Deputy, hereby orders that the interest of YUKIO TAKAHASHI as the registered shareholder of One (1) share of the issued capital stock of TOGO CLEANERS LIMITED be, and the same are hereby vested in the Custodian in accordance with the provisions of Order in Council P. C. 1665 dated the 4th day of March, 1942, as amended.

DATED at OTTAWA, this 1st day of August, 1944.

(signed) A. H. Mathieu

Assistant Deputy Custodian.

CANADA EXHIBIT "A"- (c)

DEPARTMENT OF THE SECRETARY OF STATE

Address All Communications To The Custodian's Office Please Refer To File No. 645 Evacuee

OFFICE OF THE CUSTODIAN

WHEREAS the Secretary of State acting in his capacity as Custodian under or by virtue of Order in Council P.C. 1665 dated the 4th day of March, 1942, as amended, may order that all or any property whatsoever, situated in any protected area of British Columbia, belonging to any person of the Japanese race shall, for the purpose of protecting the interest of the owner, or any other person, be vested in the Custodian;

AND WHEREAS SABURO TAKAHASHI is a person of the Japanese race and is registered as shareholder of One (1) share of the issued capital stock of TOGO CLEANERS LIMITED;

AND WHEREAS TOGO CLEANERS LIMITED being duly incorporated under the laws of the Province of British Columbia has assets in a protected area of the said Province of British Columbia;

AND WHEREAS it appears to the Secretary of State acting in his capacity as Custodian that the interest of the said above named person of the Japanese race in the said TOGO CLEANERS LIMITED for the purpose of protecting the interest of such person, or any other persons, should be vested in the Secretary of State acting in his capacity as Custodian;

NOW THEREFORE, the Secretary of State acting in his capacity as Custodian by his duly authorized and lawful Deputy, hereby orders that the interest of SABURO TAKAHASHI as the registered shareholder of One (1) share of the issued capital stock of TOGO CLEANERS LIMITED be, and the same are hereby vested in the Custodian in accordance with the provisions of Order in Council P.C. 1665 dated the 4th day of March, 1942, as amended.

DATED at OTTAWA this 1st day of August, 1944.

(signed) A. H. Mathieu

Assistant Deputy Custodian.

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

Address All
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To The
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WHEREAS KOSABURO TAKAHASHI is a person of the Japanese race and is the registered owner of Fourteen Thousand and One (14,001) shares of the issued capital stock of the TOGO CLEANERS LIMITED;

AND WHEREAS the Secretary of State acting in his capacity as Custodian on the 1st day of August, 1944 under or by virtue of Order in Council P.C. 1665 dated the 4th day of March, 1942, as amended, ordered that the interest of the said KOSABURO TAKAHASHI in the TOGO CLEANERS LIMITED be vested in the Custodian;

AND WHEREAS under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) the Secretary of State acting in his capacity as Custodian may issue a warrant stating that the securities described in the said warrant are vested in him and require the person in whose books the securities are registered to cancel the existing registration and to register the securities, and issue a certificate therefor, in the name of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943);

AND WHEREAS upon receipt of such warrant the person in whose books the securities are registered shall forthwith cancel the existing registration and register the securities and issue the certificate in accordance with the terms of the warrant and deliver the certificate to the Custodian, notwithstanding any law, contract, by-law, regulations or stipulation to the contrary and notwithstanding that the Custodian is not in possession of the certificate, script or other document or instrument of title relating to the securities affected by the warrant;

NOW THEREFORE, the Secretary of State acting in his capacity as Custodian by his duly authorized and lawful Deputy hereby states that Fourteen Thousand and One (14,001) shares of the issued capital stock of the TOGO CLEANERS LIMITED registered in the name of KOSABURO TAKAHASHI are vested in the Custodian and hereby orders the TOGO CLEANERS LIMITED to cancel the registration of the said shares now recorded in the name of KOSABURO TAKAHASHI and to register the securities and issue certificates therefor, as follows;

13,999 shares in the name of "The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)"

1 share in the name of Frank Gould Shears

1 share in the name of Kenneth Wycott Wright

and deliver the said certificates to the Custodian.

DATED at OTTAWA this 1st day of August, 1944.

(signed) A. H. Mathieu

Assistant Deputy Custodian

TO: TOGO CLEANERS LIMITED

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

Address All Communications To The Custodian's Office

OFFICE OF THE CUSTODIAN

Please Refer To
File No. 645
Evacuee

WHEREAS TOYO TAKAHASHI is a person of the Japanese race and is the registered owner of One Thousand and One (1001) shares of the issued capital stock of the TOGO CLEANERS LIMITED;

AND WHEREAS the Secretary of State acting in his capacity as Custodian on the 1st day of August, 1944 under or by virtue of Order in Council P.C. 1665 dated the 4th day of March, 1942, as amended, ordered that the interest of the said TOYO TAKAHASHI in the TOGO CLEANERS LIMITED be vested in the Custodian;

AND WHEREAS under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) the Secretary of State acting in his capacity as Custodian may issue a warrant stating that the securities described in the said warrant are vested in him and require the person in whose books the securities are registered to cancel the existing registration and to register the securities, and issue a certificate therefor, in the name of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943);

AND WHEREAS upon receipt of such warrant the person in whose books the securities are registered shall forwith cancel the existing registration and register the securities and issue the certificate in accordance with the terms of the warrant and deliver the certificate to the Custodian, notwithstanding any law, contract, by-law, regulation or stipulation to the contrary and notwithstanding that the Custodian is not in possession of the certificate, script or other document or instrument of title relating to the securities affected by the warrant;

NOW THEREFORE, the Secretary of State acting in his capacity as Custodian by his duly authorized and lawful Deputy hereby states that One Thousand and One (1001) shares of the issued capital stock of the TOGO CLEANERS LIMITED registered in the name of TOYO TAKAHASHI ARE vested in the Custodian and hereby orders the TOGO CLEANERS LIMITED to cancel the registration of the said shares now recorded in the name of TOYO TAKAHASHI and to register the securities and issue a certificate therefore in the name of "The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)", and deliver the certificate to the Custodian.

DATED at OTTAWA, this 1st day of August, 1944.

(signed) A. H. Mathieu

Assistant Deputy Custodian.

TO: TOGO CLEANERS LIMITED

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

Address All Communications To The Custodian's Office Please Refer To File No. 645 Evacuee

OFFICE OF THE CUSTODIAN

WHEREAS YUKIO TAKAHASHI IS A PERSON OF THE Japanese race and is the registered owner of One (1) share of the issued capital stock of the TOGO CLEANERS LIMITED;

AND WHEREAS the Secretary of State acting in his capacity as Custodian on the 1st day of August, 1944 under or by virtue of Order in Council P. C. 1665 dated the 4th day of March, 1942, as amended, ordered that the interest of the said YUKIO TAKAHASHI in the TOGO CLEANERS LIMITED be vested in the Custodian;

AND WHEREAS under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) the Secretary of State acting in his capacity as Custodian may issue a warrant stating that the securities described in the said warrant are vested in him and require the person in whose books the securities are registered to cancel the existing registration and to register the securities, and issue a certificate therefor, in the name of the Secretary os State of Canada acting in his capacity as Custodian under the Revised Regulations Respection Trading with the Enemy (1943);

AND WHEREAS upon receipt of such warrant the person in whose books the securities are registered shall forthwith cancel the existing registration and register the securities and issue the certificate in accordance with the terms of the warrant and deliver the certificates to the Custodian, notwithstanding any law, contract, by-law regulation or stipulation to the contrary and notwithstanding that the Custodian is not in possession of the certificate, script or other document or instrument of title relating to the securities affected by the warrant;

NOW THEREFORE, the Secretary of State acting in his capacity as Custodian by his duly authorized and lawful Deputy hereby states that One (1) share of the issued capital stock of the TOGO CLEANERS LIMITED registered in the name of YUKIO TAKAHASHI are vested in the Custodian and hereby order the TOGO CLEANERS LIMITED to cancel the registration of the said shares now recorded in the name of YUKIO TAKAHASHI and to register the securities and issue a certificate therefor in the name of "The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)" and deliver the certificate to the Custodian.

DATED at OTTAWA, this 1st day of August, 1944.

(signed) A. H. Mathieu

Assistant Deputy Custodian

TO: TO-GO CLEANERS LIMITED

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

Address All
Communications
To The
Custodian's Office
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To
File No. 645
Evacuee

WHEREAS SABURO TAKAHASHI is a person of the Japanese race and is the registered owner of One (1) share of the issued capital stock of the TOGO CLEANERS LIMITED;

AND WHEREAS the Secretary of State acting in his capacity as Custodian on the 1st day of August, 1944 under or by virtue of Order in Council P. C. 1665 dated the 4th day of March, 1942, as amended, ordered that the interest of the said SABURO TAKAHASHI in the TOGO CLEANERS LIMITED be vested in the Custodian;

AND WHEREAS under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) the Secretary of State acting in his capacity as Custodian may issue a warrant stating that the securities described in the said warrant are vested in him and require the person in whose books the securities are registered to cancel the existing registration and to register the securities, and issue a certificate therefor, in the name of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943);

AND WHEREAS upon receipt of such warrant the person in whose books the securities are registered shall forthwith cancel the existing registration and register the securities and issue the certificate in accordance with the terms of the warrant and deliver the certificate to the Custodian, notwithstanding any law, contract, by-law, regulation or stipulation to the contrary and notwithstanding that the Custodian is not in possession of the certificate, script or other document or instrument of title relating to the securities affected by the warrant;

NOW THEREFORE, the Secretary of State acting in his capacity as Custodian by his duly authorized and lawful Deputy hereby states that One (1) share of the issued capital stock of the TOGO CLEANERS LIMITED registered in the name of SABURO TAKAHASHI are vested in the Custodian and hereby orders the TOGO CLEANERS LIMITED to cancel the registration of the said shares now recorded in the name of SABURO TAKAHASHI and to register the securities and issue a certificate therefor in the name of "The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)" and deliver the certificate to the Custodian.

DATED at OTTAWA, this 1st day of August, 1944.

(signed) A.H. Mathieu

Assistant Deputy Custodian.

TO: TO GO CLEANERS LIMITED

CANADA EXHIBIT "B"

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

Address All
Communications
To The
Custodian's Office
Please Refer
To
File No. 645
Evacuee Section

August 1, 1944.

OTTAWA, Ontario

Togo Cleaners Limited,
c/o George A. Touche & Co.,
Bank of Toronto Building,
Victoria, B. C.

Dear Sirs:

The Custodian has been advised that 15,004 shares of your Company's stock are recorded in the books of the Company, as follows:

Kosaburo Takahashi	14,001	
Toyo Takahashi	1,001	
Yukio Takahashi	1	
Saburo Takahashi	1	15,004 shares

Herewith you will find Vesting Order, dated the 1st day of August, 1944, vesting the 15,004 shares, now held by the above, in the Custodian, under the provisions of Order in Council P.C. 1665, dated the 4th day of March, 1942, as amended.

We also send you Warrants transferring the 15,004 shares that have been so vested, as follows:

15,002 shares to the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)

1 share to Frank Gould Shears, 506 Royal Bank Building, Vancouver, B. C.

1 share to Kenneth Wycott Wright, 509 Royal Bank Building, Vancouver, B.C.

15,004 shares

The Custodian has been advised that the following persons comprise the Directorate:

Kosaburo Takahashi - 234 Cottingham St., Toronto, Ont.
Yukio Takahashi - " " " " "
Toyo Takahashi - " " " " "
Saburo Takahashi - " " " " "

In accordance with the provisions of the Revised Regulations Respecting Trading with the Enemy (1943), you are hereby ordered to remove from your records the following Directors, who shall cease to be Directors of your Company as from this date:

Kosaburo Takahashi
Yukio Takahashi
Toyo Takahashi
Saburo Takahashi

Appointment is hereby made of Frank Gould Shears and Kenneth Wycott Wright as Directors of Togo Cleaners Limited.

Will you be kind enough to make the necessary notations in your records go give effect to the above Vesting Certificates and Warrants and forward share certificates to the Custodian's Office, 509 Royal Bank Building, Vancouver, B. C.

It would be advisable for you to arrange with the new Directorate to hold an early meeting in order that the various matters in connection with this Company that you are now dealing with may be brought to their attention for such action as may be deemed desirable.

Also enclosed is Order, dated the 1st day of August 1944, appointing Mr. Hinton, of George A. Touche & Co., Controller with the powers of a Liquidator of the affairs of your Company.

Yours truly,

(signed) A. H. Mathieu

A.H. MATHIEU
ASSISTANT DEPUTY CUSTODIAN
KWW

KWW/DG

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

Address All Communications To The Custodian's Office Please Refer To File No. 645 Evacuee

OFFICE OF THE CUSTODIAN

WHEREAS by an order dated the 1st day of August, 1944 made by the Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) all shares of the TOGO CLEANERS LIMITED were vested in the Custodian.

AND WHEREAS it appears to the Secretary of State that the business of the TOGO CLEANERS LIMITED should be wound up and the assets disposed of;

NOW THEREFORE, the Secretary of State of Canada by his duly authorized and lawful Deputy hereby appoints Harold G. Hinton, Chartered Accountant, in the City of Victoria, in the Province of British Columbia, a representative of George A. Touche & Co., as controller of the affairs of the said TOGO CLEANERS LIMITED;

The Secretary of State of Canada hereby confers upon Harold G. Hinton, Chartered Accountant in the City of Victoria, in the Province of British Columbia, a representative of George A. Touche & Co., such powers as are exercisable by a liquidator in a voluntary winding-up of a company, including power in the name of the said TOGO CLEANERS LIMITED or in his own name and by deed or otherwise to convey or transfer any property and power to apply to the Court having power to appoint a receiver or liquidator or to grant a winding-up order, or a judge thereof to determine any question arising in the carrying out of this order.

The Secretary of State will hereafter determine the amount of any remuneration payable and of any costs, charges and expenses incurred in

connection with the carrying out of any order made under these Regulations and such amount shall be paid out of the assets of the business in priority to any other claim.

DATED at OTTAWA this 1st day of August, 1944.

(signed) A. H. Mathieu

Assistant Deputy Custodian.

TOGO CLEANERS LIMITED — EXHIBIT "D"

(IN LIQUIDATION)

STATEMENT OF ASSETS, LIABILITIES AND CAPITAL AT 1st AUGUST 1944

ASSETS

CURRENT ASSETS		
Balance in Hand of Custodian	$ 71.81	
Balance in Hand of Pemberton, Holmes Limited	458.03	
Rental Receivable - 760 Yates Street.	60.00	
		$ 589.84
REAL PROPERTY, BUILDINGS AND EQUIPMENT AT REALIZABLE VALUES		
758-760 Yates Street	$ 18,250.00	
961 North Park Street	9.000.00	
		27,250.00
		$ 27,839.84

LIABILITIES

CURRENT LIABILITIES		
Income and Excess Profits Taxes to 31st December 1943	$ 942.05	
Water Rates	7.60	
Commission on Rental Receivable	3.00	
		$ 952.65
MORTGAGE		
Principal due 21st November 1945	$ 2,700.00	
Accured Interest	25.96	
		2,725.96
CAPITAL		
Net Worth, represented by 15,004 shares of $1.00 each.		24,161.23
		$ 27,839.84

Note:

No provision has been made for Income and Excess Profits Taxes for the seven months ended 31st July 1944 and minor prepayments and accruals have not been taken into account.

TOGO CLEANERS LIMITED
(IN LIQUIDATION)

SUMMARY OF RECEIPTS AND DISBURSEMENTS

RECEIPTS

ASSETS REALIZED		
Balance in Hands of Custodian at 1st August 1944		$ 71.81
Balance in Hands of Pemberton, Holmes Limited at 1st August 1944		458.03
Rental Receivable - 760 Yates Street		60.00
Sale of Real Estate, Buildings and Equipment	$27,250.00	
Less:		
Adjustments in respect of taxes, insurance etc.	34.66	
		27,215.34
		$27,805.18
MISCELLANEOUS		
Rentals for period from 1st August 1944 to 31st January 1945		$ 1,580.00
Interest on Guarantee Deposit		56.83
		$ 1,636.83
Total Receipts		$29,442.01

$29.442.01

LIABILITIES DISCHARGED
Commission on Rental Rec
Water Rates
Mortgage Interest
Mortgage Principal
Income and Excess Profit
31st December 1943

MISCELLANEOUS
Commission on Rentals
Insurance and Taxes
Water Rates
Mortgage Interest
Rental Agent's charge for
Account
Appraisal of Property and
Advertising
Income and Excess Profits
Interest on Income and Ex
Taxes
Long Distance Telephone C
Solicitor's Fee and Disbu

Remittances to Custodian

ED

URSEMENTS

	$ 71.81
	458.03
	60.00
$27,250.00	
34.66	
	27,215.34
	$27,805.18
	$ 1,580.00
	56.83
	$ 1,636.83
	$29,442.01
	$29.442.01

EXHIBIT "E"

DISBURSEMENTS

LIABILITIES DISCHARGED	
Commission on Rental Receivable	$ 3.00
Water Rates	7.60
Mortgage Interest	25.96
Mortgage Principal	2,700.00
Income and Excess Profits Taxes to 31st December 1943	942.05
	$ 3,678.61
MISCELLANEOUS	
Commission on Rentals	78.00
Insurance and Taxes	61.88
Water Rates	16.70
Mortgage Interest	67.80
Rental Agent's charge for Statement of Account	10.00
Appraisal of Property and Equipment	97.50
Advertising	44.46
Income and Excess Profits Taxes to 31st January 1945	663.69
Interest on Income and Excess Profits Taxes	76.88
Long Distance Telephone Charges etc.	5.85
Solicitor's Fee and Disbursements	202.32
	$ 1,325.08
Total Disbursements	$ 5,003.69
Remittances to Custodian	24,438.32
	$ 29,442.01

Minutes of a Meeting of the Directors

of Togo Cleanrs Limited

held at 506 Royal Bank Building, Vancouver, B. C., 22nd August 1944.

Present:

Frank Gould Shears
Kenneth Wycott Wright

being all the Directors of the Company.

On motion the following were elected Officers of the Company:

President - F. G. Shears
Secretary - K. W. Wright.

There was presented to the meeting copy of an order dated the 1st day of August 1944, made by the Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) and it was reported that, in pursuance thereof, the Controller has acted as follows:

(1) The Share Register of the Company has been adjusted to reflect the ownership of the issued capital stock of the Company as follows:

Secretary of State of Canada as Custodian	15,002 shares
F. G. Shears	1 share
K.W. Wright.	1 share
Total issued	15,004 Shares

(2) Share Certificates have been prepared, in accordance with the foregoing, for signature by the Officers elected at this meeting.

(3) Share Certificates in the names of Kosaburo Takahashi, Toyo Takahashi, Yukio Takahashi and Saburo Takahashi, representing 15,004 shares in all, have been cancelled.

(4) An advertisement for creditors has been prepared for insertion in each of two of the daily newspapers published in Victoria, B. C., on the 22nd and 29th August 1944 in the form appended hereto as Schedule "A".

In addition it was reported that the Controller is proceeding with the collection of the Company's cash assets and is performing all acts which, in his opinion, are necessary in connection with the liquidation of the other assets preparatory to the winding up of the Company.

It was RESOLVED
That the actions of the Controller as herein reported be and they are hereby ratified and confirmed.

The meeting then adjourned.

(signed) F. G. Shears
President.

(signed) K. W. Wright
Secretary.

EXHIBIT "G"

NOTICE

TOGO CLEANERS LIMITED

Under the Revised Regulations Respecting Trading with the Enemy (1943) the Secretary of State of Canada in an order dated the 1st day of August 1944, has required that the business of the above company be wound up and has appointed the undersigned as Controller of the company with the powers of a liquidator.

Every creditor of the company must file proof of debt with the Controller within thirty days of the date hereof in the form prescribed by the Court under the Winding-Up Act (Dominion).

H. G. HINTON, C. A.,
Controller,
Togo Cleaners Limited,
c/o George A. Touche & Co.,
1405 Douglas Street,
Victoria, B. C.

Victoria, B. C.
22nd August, 1944.

REAL PROPERTY

DRY CLEANING PLANT AND EQUIPMENT

FOR SALE

By virtue of authority given under the Revised Regulations Respecting Trading With The Enemy (1943) the undersigned Controller hereby offers for sale by public tender the following assets of Togo Cleaners Limited, in liquidation:-

PARCEL "A" East half, Lot 572, Block 3, Roll 859, known as 758-760 Yates Street, Victoria, B. C., being a one storey brick building with basement.

PARCEL "B" Lot 40, Surburban Lot 8, Plan 26, Roll 3274, known as 961 North Park Street, Victoria, B. C., being one frame building (bungalow), one brick tile building, one frame storage warehouse.

PARCEL "C" Dry cleaning and dyeing machinery, plant and equipment, situate on the premises at 961 North Park Street, Victoria, B.C., referred to in Parcel "B" above.

PARCEL "D" Being a combination of Parcels "B" and "C" mentioned above, in order that the purchaser may acquire the business as a going concern.

Tenders will be received by the Custodian at 506 Royal Bank Building, 675 West Hastings Street, Vancouver, B. C., up to noon (Pacific Daylight Saving Time) the 30th day of November 1944, in each case upon the following terms and conditions:

1. Each tender must be for one of the parcels, but a separate tender may be filed for each of several parcels.

2. A certified cheque payable to the order of The Custodian for ten percent (10%) of the amount offered must accompany each tender.

3. The envelope enclosing offer should be marked "Tender -- Togo Cleaners Limited" and addressed to the Custodian, 506 Royal Bank Building, 675 West Hastings Street, Vancouver, B. C.

4. All real property adjustments will be made as of the date of conveyance.

5. Properties will be sold subject to existing leases and encumbrances.

6. The Controller reserves the right to cancel any accepted tender for real or personal property and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.

7. No warranty is made as to the quantity, quality, state of repair or condition of the assets included in Parcels "C" and "D".

8. The real properties are offered for sale without any warranty whatsoever by the Controller of location or condition of buildings or improvements.

Cheques in respect of unaccepted bids will be returned in due course.

Neither the highest nor any tender will necessarily be accepted.

EXHIBIT "H"
Page 2.

Permission to inspect the buildings, properties and inventories may be arranged by application to the undersigned during office hours any day up to noon on the 29th day of November, 1944.

DATED at VICTORIA, B.C., this 28th day of October, 1944.

HAROLD G. HINTON, C.A., Controller,
TOGO CLEANERS LIMITED
c/o George A. Touche & Co.,
807-811 Bank of Toronto Building,
Victoria, B. C.

TOGO CLEANERS LTD.
(In Liquidation)

Drycleaning Plant and Equipment advertised for sale 28th October, 1944, tenders closing 30th November, 1944, Harold G. Hinton, Controller.

The following tenders were opended in the presence of:

Mr. K. W. Wright - Counsel to the Custodian's Office.
Mr. F. G. Shears - Director, Office of the Custodian.
Mr. John Haydn Young, representing Mr. Hinton.

	Tenderer	Address	Amount of Tender	Cheque enclosed
Parcel "A"	John Steward (will assume any mortgage)	1613 Douglas Street	$6,550.00	$655.00
	Chris Kallops	640 Johnson Street	7,500.00	750.00
	Gerald H. Sedger Barrister for H. G. Dalby & Co. on behalf of Robt. Adkin.	1123 Landley Street	7,500.00 (less 5% commission)	750.00
	G. H. Smith	548 Toronto Street	10,000.000	1,000.00
	Kirk Coal Co. Ltd.	1239 Broad Street	10,011.00	1,001.00
	Van der Vliet Cabeldu May Ltd. on behalf of Geo. Barber & C.W. Hemeon	1212 Broad Street	15,000.00	1,500.00
Parcel "A"	New Method Laundries		18,150.00	1,815.00
Parcel "D" (combining B & C)	ditto		5,300.00	530.00
Parcel "A"	Whitaker & McIllree on behalf of Seto Hong	Corner View & Broad Sts.	16,000.00)	
Parcel "B"	ditto		6,000.00)	2,500.00
Parcel "C" (equipment)	ditto		3,000.00)	
Parcel "D"	Louis Koven	2990 W. 12th Ave., Vancouver	4,771.55	500.00
Parcel "D"	D. Keillor	4880 Quebec Street, Vancouver.	3,000.00	300.00

(Signed) F.G. Shears

Parcel "A" - 758-760 Yates Street, Victoria, B.C.
Parcel "B" - 961 North Park Street, Victoria, B.C.
Parcel "C" - Equipment at 961 North Park Street, Victoria, B.C.
Parcel "D" - Combining Parcels "B" and "C".

The following are the appraisals received in connection with the above properties:

Parcel "A"	Vander Vliet, Cabeldue & May Ltd.	-	$17,500.00
	P. R. Brown & Sons Ltd.	-	15,000.00
Parcel "B"	Van der Vliet, Cabelue & May Ltd.	-	2,850.00
	P. R. Brown & Sons Ltd.		2,750.00
Parcel "C"	Van der Vliet, Cabeldu & May Ltd.	-	---
	Cochrane	-	2,500.00
	W.A. Jeune - if removed (Manager of Pantorium Dye Works)	-	2,527.50
	if sold on premises	-	2,827.50
	price including goodwill	-	3,227.50

(signed) F. G. Shears

Tenders and cheques handed to the Accounting Department for safe keeping.

WHITTAKER & MCILLREE

Victoria, B. C.

November 22, 1944.

The Custodian,
506 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B. C.

Dear Sir:

We are acting as solicitors for Mr. Seto Hong whose tender is enclosed herewith. Our client runs a garment repairing establishment at 758 Yates Street, Victoria, B. C. being a part of the premises advertised for sale as Parcel "A". He also operates the cleaning plant at 961 North Park Street which is offered for sale as Parcel "C". The North Park Street plant is operated in conjunction with the Yates Street repair establishment. It would be therefore very much to our client's interest to be the owner of the Yates and North Park Street property and also the dry cleaning plant and equipment on North Park Street.

Our client has submitted what he considers to be a generous price but it is possible that he may be high on one parcel and low on another. If this should happen perhaps it would be in order for you to give him an opportunity to raise his price on the parcel with respect to which he may be low. This would appear to be only fair in view of the circumstances.

We would like to make it clear that our client is not tendering necessarily on the basis that he will get all the parcels. He is quite prepared to buy any parcel with respect to which his tender may be accepted. In that event the cheque for $2,500.00 could be applied on the purchase price.

Yours truly,

WHITTAKER & McILLREE

Per: (signed) N.W. Whittaker

NWW:EF
Encl's
REGISTERED.

758 Yates Street,
Victoria, B. C.
November 21st, 1944.

The Custodian,
506 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B. C.

Dear Sir:-

I beg to refer you to the advertisement for tenders dated October 28th, 1944, published by Mr. Harold G. Hinton, Controller Togo Cleaners Limited, advertising for sale certain assets of Togo Cleaners Limited (in Liquidation).

I now beg to tender for Parcel "A", being the East Half of Lot 572, Block 3, Roll 859, known as 758-760 Yates Street, Victoria, B. C., being a one-storey brick building with basement, the sum of $16,000.00 cash:

For Parcel "B", being Lot 40, Suburban Lot 8, Plan 26, Roll 3274, known as 961 North Park Street, Victoria, B. C., being one frame building (bungalow); one brick tile building; one frame storage warehouse; the sum of $6,000.00 cash:

For Parcel "C", being the dry-cleaning and dyeing machinery, plant and equipment situate on the premises at 961 North Park Street, Victoria, B. C., referred to in Parcel "B" above, the sum of $3,000.00 cash:

For Parcel "D", being a combination of Parcels "B" and "C" mentioned above, the sum of $9,000.00 cash.

In the event of my tenders for the above properties being accepted, the total purchase price will be $25,000.00.

I am enclosing herewith my certified cheque payable to you for the sum of $2,500.00, being ten per cent (10%) of the total purchase price offered.

Yours truly

(sighed) Seto Hong

SETO HONG.

NEW METHOD LAUNDRIES LIMITED

Victoria, B. C.

November 28, 1944.

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

Re: Togo Cleaners Ltd., in Liquidation
Victoria, B. C.

Dear Sir:

We have read the advertised description of the above, and hereby tender for the properties as follows:

PARCEL "A" - East half, Lot 572, Block 2, Roll 859 known as 758-760 Yates Street, Victoria, B.C., being a one-story building with a basement.

Our tender - Eighteen thousand, one hundred and fifty dollars ($18150.00)

PARCEL "D" - Being a combination of Parcels "B" and "C" as advertised in the Daily Colonist (Victoria, B.C.) and the Victoria Daily Times.

Our tender - Five thousand, three hundred dollars ($5300.00)

Enclosed find our certified cheques for $1815.00 and $530.00, respectfully covering a 10% deposit on the above bids.

Yours sincerely,

NEW METHOD LAUNDRIED LIMITED

(signed) W. F. Pinfold

(W.F. Pinfold)
President.

WFP/DW
ENCLS. 2

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Date: July 30, 1948.

E. La Casse

Ex 8.

UNIVERSAL APPRAISAL COMPANY

Certified UA Valuations

TELEPHONE MARINE 3836

YORKSHIRE BUILDING · VANCOUVER, CANADA

January 16, 1950.

Togo Cleaners #1089

EXHIBIT No. 1089-8.
DATE Jan. 31-1950
FILED BY
W. J. McMaster

Mr. McMaster,
A. T. R. Campbell,
675 W Hastings Street,
Vancouver, B.C.

Dear Mr. McMaster:

In connection with the values on the Togo Cleaners Limited in comparing the values made by the Plantorium Dye Works and the appraisal made by Stanley Brock Limited.

We are of the opinion that the Stanley Brock values more nearly represent the true values than does the appraisal of the Plantorium Dye Works. You will notice, however, that there are quite a number of items that are not in the appraisal of the Stanley Brock that were included in the appraisal of the Plantorium Dye Works. These items amounting roughly to $287.00 should be added to the Brock appraisal as these prices represent the selling price on the individual items. Your client, the Togo Cleaners, should not be charged nor should the cost of removing these items be deducted from the amount of credit to the Togo Cleaners and in as much as this was a going concern some allowance should be made for installation of this equipment. It is our belief that $250.00 would represent a reasonable cost of removing this equipment and an amount between $350.00 and $500.00, say $425.00, would represent a fair cost of installation. Therefore in our opinion a fair value for selling purposes as a going concern would be Stanley Brock's appraisal of:

	$2,500.00
items omitted from Brock appraisal included in Plantorium	287.00
estimated cost of removing	250.00
estimated cost of installation of machines, motors, piping etc.	425.00
giving a total of	$3,462.00

plus an undetermined amount for good will.

If there is any further information we can give you, please do not hesitate to call us.

Yours very truly,
UNIVERSAL APPRAISAL COMPANY

G. H. Harding

TELEPHONE
E 4126

CABLE ADDRESS
"ROYALTRUST"

The Royal Trust Company

EXECUTORS AND TRUSTEES

1202 GOVERNMENT STREET

EXHIBIT No. 1089-9
DATE Jan. 31-1950
FILED BY
L. T. Bradwood.

Victoria, 7th October, 1948.

EVACUATION SECTION
OCT 8 1948
Your File #15647
File No.
Ans.
Referred

Attention Mr. J. Cuming

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

Dear Sir:-

RE: TOGO CLEANERS LTD.
Kosaburo Takahashi

Referring to your letter of 6th October, the west half of Lot 572 and Lot 108 were owned by the Estate of the late Stephen Jones and H. B. Olson. The west half was 30'x120' and Lot 108 was 60'x120'. The building on the West half ran through and covered both the west half of Lot 572 and Lot 108 and was a solidly built two-storey brick structure. It was used for a terminal for the Empress Sight-seeing Company and the top was used for a roller rink which had a very good hardwood floor and was quite a large hall. It was a modern structure built about 1928, I think. The price paid for both of these properties was $27,500.00.

Lot 30, which was 60'120' was improved property, having a solid brick building with cement floor and was used as a garage. It was purchased for $15,500.

In regard to Takahashi's property, no one to my knowledge offered him anything like $40,000.00. As a matter of fact, the writer well remembers getting him on the phone when Mr. Boothe was present and he refused to set any price on the property. No offer was made to him and so far as the writer knows we were the only ones acting for the Odeon Company. The property was at one time advertised for sale by the Custodian and J. H. Todd & Sons, Ltd., of which the writer is Vice-President, offered $10,000 for Takahashi's property. I believe it was then withdrawn from sale. It was subsequently sold, I believe, to a Chinaman. I have never been aware of the price, but our office in 1945 was offered the property for a client at $21,500, but our client would not pay the price. In 1945 prices much improved.

The buildings on the property purchased by the Odeon Company were, as you suggest, very much higher in value than

X I find, on looking up the records, that J.H. Todd & Sons Ltd. were to offer $11,000.00.

the small buildings owned by the Togo Cleaners. Naturally one of the reasons which brought up the price of the west half of Lot 572 and Lot 108 was that the buildings were modern and well built.

Several years ago a property opposite the Takahashi property, adjoining the Dominion Hotel, which was 60'x120' and was a well rented brick building, sold for approximately $50,000.00. Information regarding the actual sale of this property could be obtained from the Canada Trust Company who are the Executors in charge of the Estate to which it belongs.

If there is any further information with which we could supply you, we would be glad to do so.

Yours faithfully,

F. E. Winslow,
Manager.

FEW/MR.

COUNSEL'S RECOMMENDATION

February 6, 1950.

Re: Case No. 1089
TOGO CLEANERS LIMITED

With regard to the equipment in the North Park Street building Counsel have examined the appraisals available and note that W. A. Jeune, Manager of the Pantorium Dye Works of Canada Limited, also appraised the equipment at $2,527.50 as Plant shut down, $2,827.50 as a going concern, and $3,227.50 as a going concern plus goodwill. A few weeks later a Mr. W. Cochrane, of Stanley Brock Limited, appraised the equipment at $2500.00, but it is to be noted that this did not include all the equipment appraised by Mr. Jeune.

Counsel for the claimant has consulted Universal Appraisal Company who have given an appraisal, dated January 16th, 1950, indicating that they are of the opinion that the values given by Mr. Cochrane "More nearly representing the true values than does the appraisal of the Pantorium Dye Works". The Universal Appraisal Company add that in their opinion some $287.00 should be added to Mr. Cochrane's appraisal being the value placed by Mr. Jeune on those items of equipment not evaluated by Mr. Cochrane.

The Universal Appraisal Company further indicate that they believe that to Mr. Cochrane's value should be added $250.00 for the estimated cost of removal and $425.00 for the estimated cost of installation.

Adding to this the $400.00 figure given by Mr. Jeune for goodwill, which appears to both Counsel to be established in this case, the total valuation would be $3,862.00 as submitted by Claimant's Counsel.

In view of these representations Counsel have agreed to accept a figure of $550.00, in addition to the sale price, based upon an allowance of $227.50 loss sustained by the claimant on the sale for $3000.00 as against Mr. Jeune's appraisal of $3,227.50. plus approximately 50% of the difference beyond that point, which is between the Crown's figures and the submissions to Counsel for the claimants.

EXHIBIT No. 1089-10
DATE Jan. 31 - 1950
FILED BY
H. I. Braidwood.

Sutton, Braidwood & Morris
SUCCESSORS TO
Reid, Wallbridge, Gibson, Sutton & Braidwood

Barristers and Solicitors

W. A. SUTTON D. T. BRAIDWOOD
C. E. MORRIS
O. J. HALL D. A. SUTTON

Telephone: Pacific 3464
Cable Address "Boufridge"

Yorkshire Building
525 Seymour Street
Vancouver, B.C.

February 6th 1950.

Miss White,
Secretary,
Japanese Claims Commission,
Court House,
Vancouver, B. C.

Dear Miss White:

Re: Case No. 1089 - Togo Cleaners.

I enclose herewith a Memorandum of Crown and Claimants' Counsel in regard to the above case.

Yours very truly,

D. T. Braidwood

Per DS

enc.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

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

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

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

January 12th, 1948

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

Dear Sir:-

Re: Togo Cleaners Limited

We now enclose herewith for filing in the matter of the Commission Investigating Claims of Japanese Canadians for Property Losses, claim in duplicate of the Togo Cleaners Limited, completed by K. Takahashi, presently of Toronto.

Yours truly,

NORRIS & MacLENNAN

Per:

JAM/sc
Encl.