



MARINE 6421

H.A. Roberts Ltd.

933 WEST PENDER STREET
VANCOUVER, B. C.

PLEASE ADDRESS ALL CORRESPONDENCE
TO THE COMPANY AND NOT TO INDIVIDUALS

November 4th, 1946.

Mr. Tsutae Sato,
College Heights,
ACOMBE, Alberta.

Re: Lots 20-24 inclusive, Block 38, D.L. 196,
439 Alexander St., and 475 Alexander St.,
VANCOUVER, B. C.

Dear Sir:

We have been advised by the custodian at Vancouver that you are the secretary of the organization that owns the above-described property. We were further advised to write you regarding any offers for sale that we might receive concerning same.

The property at 439 Alexander Street is vacant. Many of the windows are broken, a large portion of the plumbing is removed, and it is doubtful if the balance is in serviceable condition. If this property was rented to the Dominion Government, we suggest that steps should be taken at once to receive adequate compensation; however, if it is not part of the rented property we would not be in a position to give advice on property management without the full facts.

The building at 475 Alexander, occupied by the National Defence is in good condition, however the rent of \$125.00 per month less taxes and insurance does not make an attractive investment at the price quoted by the custodian as submitted by yourself. It would be a much more attractive sales proposition if it were empty. If we could get vacant possession for 475 Alexander, we could get what we consider a fair all-cash offer from a local co-operative printing company. It is somewhat off the beaten path to again be used as a theatre.

Forward - Page 2.

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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.

Our File #1580

June 30, 1947.

T. Sato, Esq.,
College Heights,
Lacombe, Alta.

Dear Sir: re 439 Alexander St., Vancouver

We acknowledge your letter of the 27th instant and agree that it would be advisable for you to come down to Vancouver to supervise the sale of the property of the Vancouver Japanese School of Languages Maintenance Association. However, we had better wait until we have exact information as to the date when the Department of National Defence will be surrendering the property, as so far we have not had formal notification that the property is going to be handed over. We know it is going to be done soon but just when is not clear. That is in the hands of the Department of National Defence.

As soon as we know of the date we shall be in touch with you again.

Yours truly,

NORRIS & MacLENNAN,

per 

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It is hereby unanimously resolved that the real estate of the Association at 439 and 475 Alexander Street, in the City of Vancouver, in the Province of British Columbia, being more particularly described as

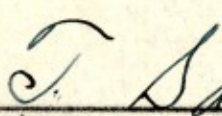
Lots 20 to 22 and Lots 23 and 24, Block 38, D.L. No.196, Group 1, New Westminster District

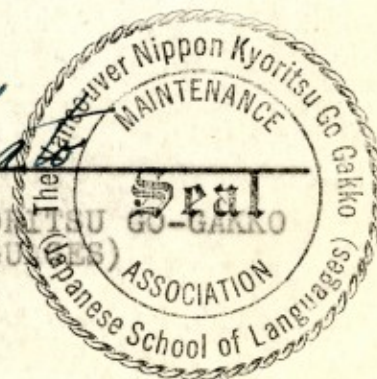
be sold and that Mr. Tsutae Sato be authorized to arrange for a sale of the same and that Deeds of Land in respect thereof shall require the signatures thereon of TADASU IDE, Vice President, YOSHIO NAKAZAWA, Treasurer, and TSUTAE SATO, Secretary and the seal of the Society be affixed thereto,

署名
佐藤 入
事務 長
和 安 佐
氏 出

I, Tsutae Sato, certify the above to be a correct English translation of a resolution of the Directors of The Vancouver Nippon Kyoritsu Go-Gakko (Japanese School of Languages) Maintenance Association, in the Japanese language held at the Church of all Nations, Queens Street, in the City of Toronto, in the Province of Ontario on the 26th day of October, 1946, and passed at a duly convened meeting of the Directors of the said Society.

Certified correct this 27th day of August, A.D. 1947.


Secretary
THE VANCOUVER NIPPON KYORITSU GO-GAKKO
(JAPANESE SCHOOL OF LANGUAGES)
MAINTENANCE ASSOCIATION.



VANCOUVER, B.C.

August 27th, 1947.

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

We hereby authorize you to act as our agents in the settlement of a claim against the Department of Labour (Japanese Division) respecting school desks, benches, tables, chair, school bell, and blackboard, which the undermentioned Association permitted the B.C. Security Commission and the Department of Labour to use from 1942 until the present time.

This will be your authority to settle compensation for this Association in the amount of \$400, and to surrender the equipment to the Department of Labour upon payment of such sum.

VANCOUVER NIPPON KYORITSU GO-GAKKO
(Japanese Language School)
MAINTENANCE ASSOCIATION

Per: _____

T. Sato

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Norris V MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

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VANCOUVER, CANADA

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS STREET WEST

Vancouver, B. C.

AIRMAIL.

OUR FILE 1580.

November 22nd, 1947.

Judge Advocate General,
Department of National Defence,
Army Headquarters,
OTTAWA, ONTARIO.

Re: The Vancouver Nippon Kyoritsu Go-Gakko
(Japanese Language School) Maintenance
Association - 439 and 475 Alexander
Street, Vancouver, B. C.

Dear Sir:

We have had a great deal of correspondence with Headquarters (B. C. Area), Canadian Army at Vancouver in connection with final adjustments arising out of deterioration of these premises and arrangements were made that our clients, the above-named Association, would accept surrender of leases made with the Department of National Defence in 1944. The leases were surrendered at the end of August, 1947 pending cash settlement in lieu of restoration of the premises as required by the Leases.

The amounts agreed upon were as follows:-

As to 439 Alexander Street	\$ 2,226.00	(2265.00)
As to 475 Alexander Street	850.00	

These arrangements were made last August and on the understanding that payment would be made to us on behalf of the Association within a short period, we having been informed that it would take a few weeks to have it confirmed at Ottawa.

Since August we have had more correspondence with the Army Headquarters (B. C. Area) and on November 3rd received the following advice from the Commander of the B. C. Area, Canadian Army:-

"Concerning settlement for 439 and 475 Alexander Street the Judge Advocate General has contacted the Japanese solicitor in the question of the right of Japanese to accept any payment for restoration of alien property".

学校連行
見合

Norris V. MacLennan

- 2 -

Judge Advocate General.

22/11/47.

We assume from that letter that you were going to communicate with us but when we did not hear from you we communicated with the Office of the Custodian, who, of course, has been fully informed of these arrangements from the inception and everything has been done with the knowledge and approval of the Custodian. The Custodian's office informed us that they had written to Ottawa to confirm that there was no restriction on payment to Japanese for restoration of alien property and your office must by now have satisfied yourselves of that fact.

Will you kindly arrange that this matter be expedited if you have not already attended to it.

We would appreciate your advice by return.

Yours very truly,

NORRIS & MacLENNAN,

Per: 

JAM/B.

Copy to Mr. Sato.

Norris V MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

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Vancouver, B. C.

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Association - 439 and 475 Alexander
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Dear Sir:

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Will you kindly arrange that this matter be expedited if you have not already attended to it.

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Yours very truly,

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Copy to Mr. Sato.

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602 HASTINGS STREET WEST

Vancouver, B.C.

OUR FILE 1580.

November 22nd, 1947.

Mr. T. Sato,
College Heights,
LACOMBE, ALBERTA.

Dear Mr. Sato:

We acknowledge, with thanks, your letter of the 19th instant enclosing three copies of the Lease and Resolution (in duplicate) of the Association regarding the execution of the Lease.

We return to you herewith one copy of the lease for your records and are forwarding another copy to the Army and Navy Department Store Limited, retaining the third copy on our file for reference should the necessity arise.

We also enclose herewith copy of letter which we have today forwarded to the Judge Advocate General's Department at Ottawa, which will show the situation regarding monies for the damages to the properties at 439 and 475 Alexander Streets.

We confirm also that we have received payment in full from William Macht for the purchase price of 439 Alexander Street. We will be giving you more details on that when we have made further progress with the Department of National Defence but it will be more convenient to report on all matters at the one time.

Yours very truly,

NORRIS & MacLENNAN,

Per: 

JAM/B.

Encls.

旧校舎損害の件

College Heights,
Lacombe, Alta.

Nov. 19 1947

Mr. MacLennan
602 Hastings St. W.,
Vancouver, B.C.

Dear Mr. MacLennan

I thank you for your kindness
during our stay in Vancouver.

Today I have got three copies of lease and
two copies of Directors Resolution from
Mr. Nakazawa so I enclosed the documents.
Please advise me about following matters:

1. Did you get the money from Mr. Macht
for payment?
2. Did you get the money from Dep. of
National Defence?

yours truly
T. Sato

Norris V MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

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

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS STREET WEST

TELEPHONE PACIFIC 5254

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA

Our File #1580

Vancouver, B.C.

March 11, 1948

Bank of Montreal,
Main & Hastings Sts.,
Vancouver, B.C.

Dear Sirs:-

Re: Nippon Kyoritsu Go-Gakko
(Vancouver Japanese School of
Languages) Maintenance Association

We enclose herewith for deposit in the
bank account of the above Association, the following
cheques:

1. Dominion of Canada, Department of National
Defence Cheque, dated January 17, 1948, No.
B46-14793 payable to the Vancouver Japanese
School of Languages, Maintenance Association,
in the sum of \$2,265.00.
2. Dominion of Canada, Department of National
Defence Cheque, dated January 6, 1948, No.
B46-13740 payable to the Vancouver Japanese
School of Languages, Maintenance Association,
in the sum of \$850.00.
3. Trust cheque #306 of Norris & MacLennan, in
favour of the above Association in the sum of
\$4,002.61.

Would you kindly send confirmation of these
deposits to us and to the Secretary of the Associa-
tion, Mr. T. Sato, College Heights, Lacombe, Alta.

Yours truly,

NORRIS & MacLENNAN

JAM/sc
Encls.

Per:-

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Sato

No.....

DEPARTMENT OF NATIONAL DEFENCE
LEASE

Lessor: VANCOUVER JAPANESE SCHOOL OF LANGUAGES
MAINTENANCE ASSOCIATION

VANCOUVER, BRITISH COLUMBIA

Departmental Reference

FILE NO. H.Q. 54-27-76-9-144 (JAG)

MEMORANDA

School building,
475 Alexander Street,
Vancouver, B.C.

1. 如何にして軍部より賠償を得る
 2. 如何にして労働者より賠償を得る
 3. 如何にして不当売却賠償を得る
 4. 如何にして学校が保存する

国防省との
 契約書
 煉瓦建
 木造建
 1944
 コニクリット建
 1942

旧校舎の借入人が
 多額貸し出し主として
 その後軍部が借り手

THIS INDENTURE Made, in duplicate, this -----FIRST-----

day of - - - - - JULY - - - - - , and the year of our Lord, one thousand nine hundred and forty-two.

BETWEEN:

VANCOUVER JAPANESE SCHOOL OF LANGUAGES
MAINTENANCE ASSOCIATION, a body corporate
duly incorporated under and by virtue of the
laws of the Province of British Columbia,
having an office in the City of Vancouver,
Province of British Columbia.

hereinafter called the "Lessor"

of the First Part;

AND

HIS MAJESTY THE KING, represented by the Honourable the Minister of National
Defence of the Dominion of Canada, hereinafter called "the Lessee"

of the Second Part;

WITNESSETH that in consideration of the rents, covenants and agreements here-
inafter reserved and contained, the Lessor has demised and leased and by these
presents do demise and lease unto the Lessee, the following premises, namely:-

Approximately 12,699 square feet in a school
building, with reinforced concrete external
walls, wood floors, partitions and roof, situ-
ate at 475 Alexander Street, in the City of
Vancouver, Province of British Columbia.

TO HAVE AND TO HOLD the said demised premises from month to month from the
date hereof for as long as required by the Lessee.

YIELDING AND PAYING therefor unto the Lessor during the said term hereby
 created the monthly sum - - - - ONE HUNDRED AND TWENTY-FIVE DOLLARS
 (\$125.00) - - - - -

in the manner following: Quarterly in arrear.

X THE LESSEE COVENANTS with the said Lessor to pay the rent reserved at the
 time or respective times hereinbefore limited for the payment thereof without
 any reduction or defalcation whatsoever.

X AND that the Lessee will not, during the said term transfer, assign, or
 sublet the said premises or any part thereof without the written consent of
 the Lessor which said consent shall not be unreasonably or arbitrarily withheld
 and that the Lessee will at all times during the continuance of this lease
 keep and at the expiration or sooner determination thereof yield up the demised
 property in good and tenantable repair, accident and damage to the building
 from fire, storm, tempest or other casualty and reasonable wear and tear
 only excepted.

THE LESSOR covenant with the said Lessee that the said premises are now in
 a good state of repair and tenantable condition, and the Lessor covenant to
 keep said premises in good and tenantable repair and condition at all times
 during the term and upon notice given by the Lessee to make good any defect
 or want of repair for which the Lessor is responsible, namely major repairs.
 Lessee covenants with the said Lessor to assume the cost of minor repairs.

THE LESSOR covenants with the said Lessee to pay all insurance.

The LESSOR covenants with the said Lessee to pay taxes and rates which
 may be charged in respect of the said premises hereby demised.

THE LESSEE covenants with the said Lessor to pay all water rates.

THE LESSEE covenants with the said Lessor to supply and pay for cleaning
 during the continuance of the term hereby created and to keep the premises
 in a clean and sanitary condition.

THE LESSEE covenants that he will heat the premises hereby leased in a
 proper and comfortable manner during the firing season, and furnish and
 maintain, at his own expense, good and sufficient light for the demised
 premises.

THE LESSOR covenants that he will furnish lavatory and toilet room accommodation and keep the same constantly in good order and sanitary condition.

THE LESSOR covenants that, upon the Lessee paying the rents and performing the covenants herein contained on the part of the Lessee to be paid and performed, the Lessee shall and may peaceably and quietly enjoy the said premises during the said term or any renewal thereof without molestation, hindrance or disturbance from or by the Lessor or any person or persons claiming through or under the Lessor.

THE LESSOR AND THE LESSEE MUTUALLY AGREE that if the said premises hereby leased are at any time during the said term wholly or partially destroyed by fire, or otherwise, so as to render them untenable, the rent shall forthwith become payable up to the time of such destruction and the term hereby created shall forthwith terminate; but, if the premises are **only** partially destroyed, then the Lessor may, with the written consent of the Lessee, forthwith repair and make the premises fit for the purposes of the Lessee, in which case the term shall not terminate, but the rent reserved up to the time of the said destruction shall forthwith be payable by the Lessee and the proportionate part of the rent reserved shall abate until the premises have been made fit for the purposes of the Lessee.

THAT THE LESSOR may, by itself or its agents, enter upon the property hereby demised and view the state of repair thereof and may serve upon the Lessee or leave at his last or usual place of abode or upon the demised premises a notice in writing of any defect or want of repair for which the Lessee is responsible requiring him to repair the same.

COPY

Sato

No.....

DEPARTMENT OF NATIONAL DEFENCE
LEASE

Lessor: VANCOUVER JAPANESE SCHOOL OF LANGUAGES
MAINTENANCE ASSOCIATION

VANCOUVER, BRITISH COLUMBIA

Departmental Reference

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旧校舎の借入人が
 多額貸し出し主として
 その後軍部が借り手

THIS INDENTURE Made, in duplicate, this -----FIRST-----

day of - - - - - JULY - - - - - , and the year of our Lord, one thousand nine hundred and forty-two.

BETWEEN:

VANCOUVER JAPANESE SCHOOL OF LANGUAGES
MAINTENANCE ASSOCIATION, a body corporate
duly incorporated under and by virtue of the
laws of the Province of British Columbia,
having an office in the City of Vancouver,
Province of British Columbia.

hereinafter called the "Lessor"

of the First Part;

AND

HIS MAJESTY THE KING, represented by the Honourable the Minister of National
Defence of the Dominion of Canada, hereinafter called "the Lessee"

of the Second Part;

WITNESSETH that in consideration of the rents, covenants and agreements here-
inafter reserved and contained, the Lessor has demised and leased and by these
presents do demise and lease unto the Lessee, the following premises, namely:-

Approximately 12,699 square feet in a school
building, with reinforced concrete external
walls, wood floors, partitions and roof, situ-
ate at 475 Alexander Street, in the City of
Vancouver, Province of British Columbia.

TO HAVE AND TO HOLD the said demised premises from month to month from the
date hereof for as long as required by the Lessee.

YIELDING AND PAYING therefor unto the Lessor during the said term hereby
 created the monthly sum - - - - ONE HUNDRED AND TWENTY-FIVE DOLLARS
 (\$125.00) - - - - -

in the manner following: Quarterly in arrear.

X THE LESSEE COVENANTS with the said Lessor to pay the rent reserved at the
 time or respective times hereinbefore limited for the payment thereof without
 any reduction or defalcation whatsoever.

X AND that the Lessee will not, during the said term transfer, assign, or
 sublet the said premises or any part thereof without the written consent of
 the Lessor which said consent shall not be unreasonably or arbitrarily withheld
 and that the Lessee will at all times during the continuance of this lease
 keep and at the expiration or sooner determination thereof yield up the demised
 property in good and tenantable repair, accident and damage to the building
 from fire, storm, tempest or other casualty and reasonable wear and tear
 only excepted.

THE LESSOR covenant with the said Lessee that the said premises are now in
 a good state of repair and tenantable condition, and the Lessor covenant to
 keep said premises in good and tenantable repair and condition at all times
 during the term and upon notice given by the Lessee to make good any defect
 or want of repair for which the Lessor is responsible, namely major repairs.
 Lessee covenants with the said Lessor to assume the cost of minor repairs.

THE LESSOR covenants with the said Lessee to pay all insurance.

The LESSOR covenants with the said Lessee to pay taxes and rates which
 may be charged in respect of the said premises hereby demised.

THE LESSEE covenants with the said Lessor to pay all water rates.

THE LESSEE covenants with the said Lessor to supply and pay for cleaning
 during the continuance of the term hereby created and to keep the premises
 in a clean and sanitary condition.

THE LESSEE covenants that he will heat the premises hereby leased in a
 proper and comfortable manner during the firing season, and furnish and
 maintain, at his own expense, good and sufficient light for the demised
 premises.

THE LESSOR covenants that he will furnish lavatory and toilet room accommodation and keep the same constantly in good order and sanitary condition.

THE LESSOR covenants that, upon the Lessee paying the rents and performing the covenants herein contained on the part of the Lessee to be paid and performed, the Lessee shall and may peaceably and quietly enjoy the said premises during the said term or any renewal thereof without molestation, hindrance or disturbance from or by the Lessor or any person or persons claiming through or under the Lessor.

THE LESSOR AND THE LESSEE MUTUALLY AGREE that if the said premises hereby leased are at any time during the said term wholly or partially destroyed by fire, or otherwise, so as to render them untenable, the rent shall forthwith become payable up to the time of such destruction and the term hereby created shall forthwith terminate; but, if the premises are **only** partially destroyed, then the Lessor may, with the written consent of the Lessee, forthwith repair and make the premises fit for the purposes of the Lessee, in which case the term shall not terminate, but the rent reserved up to the time of the said destruction shall forthwith be payable by the Lessee and the proportionate part of the rent reserved shall abate until the premises have been made fit for the purposes of the Lessee.

THAT THE LESSOR may, by itself or its agents, enter upon the property hereby demised and view the state of repair thereof and may serve upon the Lessee or leave at his last or usual place of abode or upon the demised premises a notice in writing of any defect or want of repair for which the Lessee is responsible requiring him to repair the same.

COPY

THIS INDENTURE made, in duplicate, this First day of March, in the year of our Lord, one thousand nine hundred and forty-four.

BETWEEN: Vancouver Japanese School of Languages Maintenance Association of the City of Vancouver, Province of British Columbia, herein acting and represented by its authorized officers,

hereinafter called the "Lessor"

of the First Part;

AND:

HIS MAJESTY THE KING, represented by the Honourable the Minister of National Defence of the Dominion of Canada, hereinafter called "the Lessee"

of the Second Part;

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained, the Lessor hath demised and leased and by these presents doth demise and lease unto the Lessee, the following premises, namely:-

One brick building, stucco cover, and one frame building, situate at 439 Alexander Street, in the City of Vancouver, Province of British Columbia, having a total floor area of 6,880 square feet.

TO HAVE AND TO HOLD the said demised premises for and during the term of one year definite from the date hereof.

YIELDING AND PAYING therefor unto the Lessor during the said term hereby created the monthly sum of Twenty-five Dollars (\$25.00) in the manner following: payable quarterly in arrears on the first days of January, April, July and October in each year, with broken periods at beginning and end of lease to be paid for the amount then due.

THE LESSEE COVENANTS with the said Lessor to pay the rent reserved at the time or respective times hereinbefore limited for the payment thereof without any reduction or defalcation whatsoever.

AND that the Lessee will not, during the said term transfer, assign, or sublet the said premises or any part thereof without the written consent of the Lessor which said consent shall not be unreasonably or arbitrarily withheld, and that the Lessee will at all times during the continuance of this lease keep and at the expiration or sooner determination thereof yield up the demised property in good and tenantable repair, accident and damage to the building from fire, storm, tempest or other casualty and reasonable wear and tear only excepted.

THE LESSOR covenants with the said Lessee that the said premises are now in a good state of repair and tenantable condition, and the Lessor covenants to keep said premises in good and tenantable repair and condition at all times during the term

and upon notice given by the Lessee to make good any defect or want of repair for which the Lessor is responsible, namely major repairs, and roof and structural repairs.

THE LESSOR covenants with the said Lessee to pay all insurance.

THE LESSOR covenants with the said Lessee to pay taxes and rates which may be charged in respect of the said premises hereby demised.

THE LESSEE covenants with the said Lessor to pay all water rates.

THE LESSEE covenants with the said Lessor to supply and pay for cleaning during the continuance of the term hereby created and to keep the premises in a clean and sanitary condition.

THE LESSEE covenants that it will heat the premises hereby leased in a proper and comfortable manner during the firing season, and furnish and maintain, at his own expense, good and sufficient light for the demised premises.

THE LESSOR covenants that he will furnish lavatory and toilet room accommodation.

THE LESSEE covenants and agrees to assume the cost of minor repairs.

IT IS UNDERSTOOD by and between the parties hereto that the Lessee shall have the option to remain as a monthly tenant on the termination of the above definite term.

THE LESSOR covenants that, upon the Lessee paying the rents and performing the covenants herein contained on the part of the Lessee to be paid and performed, the Lessee shall and may peaceably and quietly enjoy the said premises during the said term or any renewal thereof without molestation, hindrance or disturbance from or by the Lessor or any person or persons claiming through or under the Lessor.

THE LESSOR AND THE LESSEE MUTUALLY AGREE that if the said premises hereby leased are at any time during the said term wholly or partially destroyed by fire, or otherwise, so as to render them untenable, the rent shall forthwith become payable up to the time of such destruction and the term hereby created shall forthwith become payable up to the time of such destruction and the term hereby created shall forthwith terminate; but, if the premises are only partially destroyed, then the Lessor may, with the written consent of the Lessee, forthwith repair and make the premises fit for the purposes of the Lessee, in which case the term shall not terminate, but the rent reserved up to the time of the said destruction shall forthwith be payable by the Lessee and the proportionate part of the rent reserved shall abate until the premises have been made fit for the purposes of the Lessee.

THAT THE LESSOR may, by itself or its agents, enter upon the property hereby demised and view the state of repair thereof and may serve upon the Lessee or leave at his

last or usual place of abode or upon the demised premises a notice in writing of any defect or want of repair for which the Lessee is responsible requiring him to repair the same.

THAT THE LESSEE, at or prior to the conclusion of this term or any renewal or renewals thereof, shall have the right to remove his fixtures, it being understood that no unnecessary damage shall be occasioned in so doing.

THAT these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and assigns.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

(Signed) Wm.E. Graham

VANCOUVER JAPANESE SCHOOL OF LANGUAGES
MAINTENANCE ASSOCIATION

(Signed) Vice-Chairman

(Signed) Yoshio Nakazawa, Treasurer

(Signed) Tsutae Sato, Secretary

SIGNED by the Deputy Minister
of the Department of National
Defence, in the presence of:

(Signed) M. Halpin

(Signed) R. P. Brown,

for Deputy Minister of National
Defence (Army)

COPY

THIS INDENTURE made, in duplicate, this First day of March, in the year of our Lord, one thousand nine hundred and forty-four.

BETWEEN: Vancouver Japanese School of Languages Maintenance Association of the City of Vancouver, Province of British Columbia, herein acting and represented by its authorized officers,

hereinafter called the "Lessor"

of the First Part;

AND:

HIS MAJESTY THE KING, represented by the Honourable the Minister of National Defence of the Dominion of Canada, hereinafter called "the Lessee"

of the Second Part;

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained, the Lessor hath demised and leased and by these presents doth demise and lease unto the Lessee, the following premises, namely:-

One brick building, stucco cover, and one frame building, situate at 439 Alexander Street, in the City of Vancouver, Province of British Columbia, having a total floor area of 6,880 square feet.

TO HAVE AND TO HOLD the said demised premises for and during the term of one year definite from the date hereof.

YIELDING AND PAYING therefor unto the Lessor during the said term hereby created the monthly sum of Twenty-five Dollars (\$25.00) in the manner following: payable quarterly in arrears on the first days of January, April, July and October in each year, with broken periods at beginning and end of lease to be paid for the amount then due.

THE LESSEE COVENANTS with the said Lessor to pay the rent reserved at the time or respective times hereinbefore limited for the payment thereof without any reduction or defalcation whatsoever.

AND that the Lessee will not, during the said term transfer, assign, or sublet the said premises or any part thereof without the written consent of the Lessor which said consent shall not be unreasonably or arbitrarily withheld, and that the Lessee will at all times during the continuance of this lease keep and at the expiration or sooner determination thereof yield up the demised property in good and tenantable repair, accident and damage to the building from fire, storm, tempest or other casualty and reasonable wear and tear only excepted.

THE LESSOR covenants with the said Lessee that the said premises are now in a good state of repair and tenantable condition, and the Lessor covenants to keep said premises in good and tenantable repair and condition at all times during the term

and upon notice given by the Lessee to make good any defect or want of repair for which the Lessor is responsible, namely major repairs, and roof and structural repairs.

THE LESSOR covenants with the said Lessee to pay all insurance.

THE LESSOR covenants with the said Lessee to pay taxes and rates which may be charged in respect of the said premises hereby demised.

THE LESSEE covenants with the said Lessor to pay all water rates.

THE LESSEE covenants with the said Lessor to supply and pay for cleaning during the continuance of the term hereby created and to keep the premises in a clean and sanitary condition.

THE LESSEE covenants that it will heat the premises hereby leased in a proper and comfortable manner during the firing season, and furnish and maintain, at his own expense, good and sufficient light for the demised premises.

THE LESSOR covenants that he will furnish lavatory and toilet room accommodation.

THE LESSEE covenants and agrees to assume the cost of minor repairs.

IT IS UNDERSTOOD by and between the parties hereto that the Lessee shall have the option to remain as a monthly tenant on the termination of the above definite term.

THE LESSOR covenants that, upon the Lessee paying the rents and performing the covenants herein contained on the part of the Lessee to be paid and performed, the Lessee shall and may peaceably and quietly enjoy the said premises during the said term or any renewal thereof without molestation, hindrance or disturbance from or by the Lessor or any person or persons claiming through or under the Lessor.

THE LESSOR AND THE LESSEE MUTUALLY AGREE that if the said premises hereby leased are at any time during the said term wholly or partially destroyed by fire, or otherwise, so as to render them untenable, the rent shall forthwith become payable up to the time of such destruction and the term hereby created shall forthwith become payable up to the time of such destruction and the term hereby created shall forthwith terminate; but, if the premises are only partially destroyed, then the Lessor may, with the written consent of the Lessee, forthwith repair and make the premises fit for the purposes of the Lessee, in which case the term shall not terminate, but the rent reserved up to the time of the said destruction shall forthwith be payable by the Lessee and the proportionate part of the rent reserved shall abate until the premises have been made fit for the purposes of the Lessee.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

(Signed) Wm.E. Graham

VANCOUVER JAPANESE SCHOOL OF LANGUAGES
MAINTENANCE ASSOCIATION

(Signed) Vice-Chairman

(Signed) Yoshio Nakazawa, Treasurer

(Signed) Tsutae Sato, Secretary

SIGNED by the Deputy Minister
of the Department of National
Defence, in the presence of:

(Signed) M. Halpin

(Signed) R. P. Brown,

for Deputy Minister of National
Defence (Army)