

3688

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 3688

To be completed by persons of the Japanese race having no property in any protected area.

NAME: YAMAMURA Tadao Beaver

HOME ADDRESS: 2538 Waterloo Road, Vancouver, B.C. REGISTRATION No. 10279

SEX: Male AGE: 44 MARRIED: Yes

OCCUPATION AND EMPLOYER: Elevator & Bell hop--St. Regis Hotel, Vancouver, B.C.

NAME OF WIFE OR HUSBAND: Michi (Mrs) ADDRESS: 2538 Waterloo Road, Vancouver, B.C.

NAMES OF LIVING CHILDREN: Mae (F) 12 ADDRESS: do.

Lilly (F) 10 ADDRESS: "

ADDRESS:

ADDRESS:

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this 11th day of April 1942

WITNESS

[Handwritten signature]

1942 *Tadao Yamamura*
(Signature)

INFORMATION FROM R.C.M.P.

Date May 6/43.

Our File No. 3688

Full Name YAMAMURA Tadao Beaver
(Surname in Block Letters)

Registration No. 10279

Male - Female
(check)

Age Dec 1, 1897

Former Address 25-28 Stastisloo Rd., City

Date Evacuated May 22/42 Naturalized - Canadian-Born - National
(check)

Present Address Slocan, B.C.

(Temp) 7/2/47: 73 Huron St, Toronto, Ont

Married - Single
(check)

Name of Wife (MURABAYASHI) Mitchi

Name of Husband # 10536

Name of Mother P. Kido (Kido) Name of Father Mantaro # 02442

Names of Children under 18 Tsuta (Tatsue) # 15251 (M) July 13/1925-

mae (F) May 13/30 Lela (F) July 19/32.

Requested by C. Girard Registered with Custodian Yes
(Yes or No)

Additional Information Bell Hop - St. Regis Hotel

Owner of house & lot at above address.

PERSONAL PROPERTY
SUMMARY

File No. 3688

February 7, 1947

Re: Tadao Beaver YAMAMURA
Reg. No. 10279

Specified Articles:

No Specified Articles are revealed on this file as belonging to the above Japanese person.

Accounts Receivable:

In October 1942 an amount of \$3.67, representing refund of one per cent wage deductions, was credited to the above Japanese person's account with the Custodian.

Life Insurance:

Although not declared by the above Japanese it is revealed from information on file obtained from the insurance company that Tadao Beaver Yamamura has a Monarch Life Policy No. 33711, having an annual premium of \$25.75, payable May 1st. No action has been taken by the Custodian in connection with this insurance.

No other personal property of any kind whatsoever belonging to the above Japanese person is revealed on file.

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

E. Robertson

E. Robertson.

LIABILITY SUMMARY

File No. 3688

February 7, 1947

Re: Tadao Beaver YAMAMURA
Reg. No. 10279

No Trade or Personal debts were declared by the above Japanese person when he signed the Form J card on April 11, 1942, but a review of this file reveals that the following claims were lodged against him:

April 21, 1942:	Vancouver General Hospital (re daughter, Mae, 6 years, Jan.23/41).	- \$28.00
May 1, 1942 :	B. C. Electric Company	- 3.41
July 23, 1942 :	Woodworth & Woodworth (Bal. due under Judgment obtain- ed on behalf of Dr.D.E.H.Cleve- land on Feb.6/41 for services rendered from July 7 to Septem- ber 24/38. Advised in subsequent letter of Feb.1/43 that last pay- ment had been made Dec.22/41.)	- 6.50
	Dr. Uchida (Dr. Uchida's claim was later withdrawn)	- 15.00

There is nothing on file to indicate that the creditors were written or that Yamamura was contacted regarding the possible payment of some of these accounts direct. The only asset the Custodian holds in the name of this Japanese is a small credit of \$3.67 which was received from the Provincial Collector, being refund of 1½ wage deductions for the first half of 1941.

A letter is being written to Yamamura today to ascertain if these claims are correct or if payment has been made direct, and if not paid to let us know what he proposes to do regarding settlement of the debts in order that the creditors may be advised what chances there are for payment.

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

E. Robertson
E. Robertson.

/ER.

Feb.25/47 NOTE: On February 17th, 1947 Yamamura replied stating he had overlooked the accounts of the Vancouver General Hospital and Dr. Cleveland and wished us to make arrangements to pay the hospital account on terms of \$5.00 per month until paid, and Dr. Cleveland's in two payments. He disputed the B. C. Electric account, stating he paid his light and gas bills before leaving Vancouver. Accordingly, as Yamamura has no funds in the hands of the Custodian, each creditor has been advised today to communicate direct with Yamamura regarding

settlement of their respective accounts, and Yamamura has also been advised of our action in the matter.

This Indenture

Made in duplicate the eighth day of April in the year of our Lord one thousand nine hundred and forty-two

Between

BEAVER TADAO YAMAMURA, hotel employee,
of 2528 Waterloo Street, in the City of
Vancouver, Province of British Columbia,

hereinafter called the "ASSIGNOR"
OF THE FIRST PART

Insert Full Name, Address and Occupation of Parties.

AND

ROBERT HARRISON, stationary engineer, and his wife,
IRENE CLAIRE HARRISON, both of 2528 Waterloo Street,
in the City of Vancouver, Province of British Columbia,
AS JOINT TENANTS,

hereinafter called the "ASSIGNEE"
OF THE SECOND PART

Whereas by Agreement for Sale dated the 28th day of March one thousand nine hundred and thirty and made between William John McLeod of the said City of Vancouver as vendor of the first part, and the Assignor hereto of the said City of Vancouver as purchaser of the second part, the said vendor did agree to sell and convey in fee unto the said purchaser, who thereby agreed to purchase from the said vendor the lands therein and hereinafter particularly described, for the sum of - - - - -
- - THREE THOUSAND FIVE HUNDRED - - (\$3,500.00) - - - - - Dollars

subject to the conditions and covenants in said Agreement for Sale contained: that is to say, the sum of \$2000.00 by the assumption by the said Assignor of a certain mortgage dated the 30th day of July, 1929 made between the said Vendor as Mortgagor and The Yorkshire & Canadian Trust Limited as Mortgagee, registered in the Land Registry Office as No. 73537-H, together with interest as by the said mortgage provided and the balance of the said purchase price, being the sum of \$1200.00, by monthly instalments of principal and interest payable as set forth in the said Agreement for Sale.

AND WHEREAS the said sum of \$2000.00 remains owing at the date hereof in respect of the principal of the said mortgage, together with interest thereon from the 1st day of November, 1941, and the sum of \$154.32 remains owing at the date hereof in respect of the principal of the said Agreement for Sale together with interest thereon from the 1st day of January, 1942, and in addition the sum of \$61.42 is owing for consolidated arrears of taxes on the said land computed to the 15th April, 1942.

AND WHEREAS, the Assignor has agreed to grant and assign the said Agreement for Sale and all interest therein, and in the said lands unto the Assignee;

AND WHEREAS, the Assignee has agreed to assume the payment of the moneys

(~~being for principal the sum of~~ owing as aforesaid under the said mortgage and the said Agreement for Sale amounting to \$2154.32 for ~~Dollars~~ principal together with interest thereon as aforesaid and in addition the sum of \$61.42 for arrears of taxes ~~and to become due under said Agreement for Sale.~~)

NOW THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and of the sum of Three Hundred and Fifty (\$350.00) - - Dollars, whereof is hereby by him acknowledged) he the Assignor Doth hereby GRANT, ASSIGN, TRANSFER and SET OVER unto the Assignee the said Agreement for Sale and all the rights, title, and interest of him the said Assignor thereunder and therein:

AND THIS INDENTURE further witnesseth that, for the consideration aforesaid, he the Assignor HATH GRANTED, RELEASED, and QUITTED CLAIM, and by these presents, DOTH GRANT, RELEASE, and QUIT CLAIM, unto the Assignee FOREVER,

ALL and SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver in the Province of British Columbia, known as Subdivision One (1) of Lots Eleven (11) and Twelve (12), of Block Fifty-eight (58), in the subdivision of District Lot Five Hundred and Forty (540), Group One (1), New Westminster District, according to a registered map or plan of the said subdivision deposited in the Land Registry Office, at the City of Vancouver, in the Province aforesaid and numbered Three Thousand Seven Hundred and Thirty (3730).

Together with the appurtenances therunto belonging or appertaining, and all the ESTATE, RIGHT, TITLE, INTEREST, CLAIM and DEMAND whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of him the Assignor, therein and thereto TO HAVE and TO HOLD the aforesaid lands and premises with ALL and SINGULAR the appurtenances thereto belonging or appertaining UNTO AND TO THE USE of the Assignee his heirs and assigns forever, SUBJECT, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original Grant thereof from the Crown, AND SUBJECT also to the terms of the said Agreement for Sale and the Covenants and Conditions therein contained.

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the Agreement for Sale ^{And Mortgage} ONLY the said sum of Two Thousand One Hundred and Fifty-four and 32/100 (\$2154.32) Dollars,

payable as follows: together with interest as aforesaid and the arrears of taxes amounting to \$61.42. The said sum of \$154.32 and interest thereon from the 1st day of November, 1941 at the rate of Seven (7) per cent. per annum together with the arrears of taxes of \$61.42 and interest thereon at the rate of Five (5) per cent. per annum computed from the 15th day of April, 1942 shall be payable in equal consecutive monthly instalments of Thirty Dollars (\$30.00) per month on the 15th day of each and every month commencing on the 15th day of May, 1942 and thus continuing until both the said sums and the interest thereon respectively shall have been fully paid and satisfied.

~~together with interest thereon at~~
~~day of~~
and forty

~~percentum per annum from the~~
~~one thousand nine hundred~~

H.T.Y
R.H
I.C.H
W.S.T

AND the Assignee hereby COVENANTS and AGREES with the Assignor that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under and the said Mortgage and arrears of taxes as aforesaid said Agreement for Sale and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep, and perform all the terms, covenants and conditions in the said Agreement for Sale contained and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby COVENANTS with the Assignee that he has done no act to incumber the said lands, and has done no act, and has been guilty of no omission or laches whereby the said Agreement for Sale has become, in part or entirety, in any-wise impaired or invalid.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Assignment shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular and the masculine pronoun are used herein, the same shall be deemed to include the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF
"W.S. TURNER"

Signature _____
Occupation _____
Street Address _____
City or Town _____

"B.T. YAMAMURA"
"ROBERT HARRISON"
"IRENE CLAIRE HARRISON"

Sworn before me at
in the Province of British Columbia, this
day of 19

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

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wh:

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, write out the words in brackets.
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office
at the City of Vancouver
in the Province of British Columbia, this eighth day of April
in the year of our Lord one thousand nine hundred and forty-two.

W.S.T. W.S.T.

Sworn before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part y, that he knows the contents thereof, and that he executed the same voluntarily, and of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office
at the City of Vancouver
in the Province of British Columbia, this eighth day of April
in the year of our Lord one thousand nine hundred and forty-two.

W.S.T. W.S.T.

FOR MAKER (INCLUDING MARRIED WOMEN)

**Assignment
OF AGREEMENT FOR SALE
(BY PURCHASER)**

The Clark & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form 14

Sub. 1 of
Lots 11 and 12,
Block 58,
District Lot 540,
Group 1, N.W.D.,
Map 3730,
City of Vancouver.

Dated 8th April 1942

BEAVER TADAO YAMAMURA

—TO—

ROBERT HARRISON and
IRENE CLAIRE HARRISON

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office
at
British Columbia, this
day of
in the year of our Lord one thousand nine hundred and forty

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at
British Columbia, this
day of
in the year of our Lord one thousand nine hundred and forty

Sworn before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part y, that he knows the contents thereof, and that he executed the same voluntarily, and of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office
at the City of Vancouver
in the Province of British Columbia, this eighth day of April
in the year of our Lord one thousand nine hundred and forty-two.

W.S.T. W.S.T.

File #3688

August 7, 1943.

MEMORANDUM TO THE FILE

Tadao Beaver YAMAMURA
R.P. 79A38-H 7/4/30.

The Right to Purchase given by the Yorkshire and Canadian Trust Limited has been mislaid, according to the Yorkshire & Canadian Trust Ltd. There is a copy of an assignment of same, Tadao Beaver YAMAMURA to Robert Harrison and Irene Claire Harrison, dated 8th April, 1942 from the Yorkshire.

You will see by the letter dated July 29th, 1943 to this office, that Yamamura's equity of \$212.50 was paid to him in full and that there is no Japanese interest in this property.

D. J. Harrison

DAC:FL

TELEGRAMS-
"YORKSHIRE VANCOUVER"
TELEPHONE MARINE 4211
HEAD OFFICE
HUDDERSFIELD, ENGLAND
LONDON OFFICE
25-31 MOORGATE, E.C.3
VICTORIA, B.C. OFFICE
800 VIEW ST.

The Yorkshire & Canadian Trust Limited

*Yorkshire Building
525 Seymour Street
Vancouver, B.C.*

**BY AIR MAIL
PAR AVION**

May 20, 1946

The Custodian,
Department of Secretary of State,
Victoria Building,
7 O'Connor St., OTTAWA.

Dear Sirs:-

Ref: 4/678

Under date of January 2, 1943 the Department issued a vesting certificate restraining a Japanese Subject one Reaver Tadao Yamamura to deal with property described as Subdivision 1, of Lots 11 and 12, Block 58, District Lot 540, Group 1, New Westminster District, Plan 3730, Vancouver. The vesting certificate was registered in the Land Registry Office, Vancouver on July 27th 1943 under filing No. 36631.

This Trust is the registered owner of the property, as Executor of the Will of William John McLeod, deceased. During his life time the deceased sold the property in question by an Agreement dated 28th March 1930 to Yamamura, who in turn by an Indenture dated April 8th 1942 assigned his rights as purchaser to Robert Harrison and Irene Claire Harrison, as joint tenants. Both transactions were made subject to a mortgage held by this Trust from the deceased McLeod, which has recently been discharged by the Harrisons.

The latter parties have now sold the premises and have agreed to give title clear of encumbrances. The Agreement and assignment were drawn in our office and we have executed copies of both documents on file. It will be seen that at the date the vesting certificate was issued, Yamamura had no registered interest in the property, and in order to carry out the present sale we will be obliged if you will send us a release of such certificate.

Please let us have this by airmail.

Yours faithfully,

[Handwritten Signature]

WST:K

Airmail

15586

OFFICE OF THE CUSTODIAN RECEIVED	
MAY 22 1946	
PASS TO.....	
TRANSFER TO.....	
AMOUNT BY	FILE

May 28th, 1946.

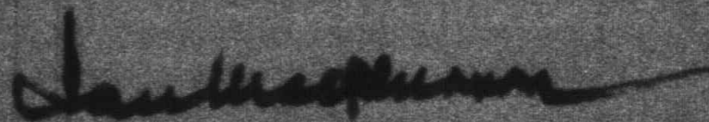
MEMORANDUM

To: Mr. Shears,

From: Ian Macpherson.

Re: Request from Yorkshire & Canadian
Trust for Vacating of Vesting.

As stated in attached letter, William John McLeod gave a mortgage covering Subdivision 1, Lots 11 & 12, Blk. 58, D.L. 540, Gp. 1, Plan 3730, to the Yorkshire & Canadian Trust on the 30th July 1929 and gave an Agreement of Sale dated the 20th March 1930 to Tadao Beaver YAMAMURA, the purchaser assuming the mortgage of \$2000.00. On file is a copy of the assignment of this Agreement from Tadao Beaver YAMAMURA to Robert and Irene Claire HARRISON dated the 8th April 1942. Tadao Beaver YAMAMURA was evacuated on the 22nd May 1942, according to police records, and our vesting was filed on the 28th July 1943. As this assignment ante-dated YAMAMURA'S evacuation, I am submitting a Vacating Certificate for your signature.



IM:NL

This Indenture

made the Thirtieth day of July
one thousand nine hundred and twenty-nine.

In pursuance of the Act respecting Short Forms of Mortgages:

Between:

WILLIAM JOHN McLEOD, Hotel Keeper, of 2528
Waterloo Street, in the City of Vancouver,
in the Province of British Columbia.

hereinafter called the Mortgagor, of the FIRST PART,

AND

THE YORKSHIRE & CANADIAN TRUST, LIMITED, a body corporate,
having its Head Office at Huddersfield, England, and its
registered office for the Province of British Columbia at
525 Seymour Street, in the City of Vancouver, in the
said Province.

hereinafter called the Mortgagee, of the SECOND PART,

Witnesseth that, in consideration of Two Thousand (\$2,000.00) - - - - -
Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt
whereof is hereby by him acknowledged,) the said Mortgagor ~~Both~~ Grant and Mortgage
unto the said Mortgagee its successors and assigns for ever ALL 'h at certain parcel or tract
of land situate in the City of Vancouver - - - - - in the Province
of British Columbia, known as Subdivision numbered One (1) of Lots numbered
Eleven (11) and Twelve (12), of Block numbered Fifty-eight (58), in
the subdivision of District Lot numbered Five Hundred and forty (540),
Group One (1), New Westminster District, according to a registered map
or plan of the said subdivision deposited in the Land Registry Office,
at the City of Vancouver, in the Province aforesaid and numbered 3730.

Provided this Mortgage to be void on payment of Two Thousand (\$2,000.00) Dollars of lawful money of Canada at the office of THE YORKSHIRE & CANADIAN TRUST, LIMITED, in the City of Vancouver, with interest at Eight per cent. per annum from the date of this Indenture, as well after as before maturity, as hereinafter set out.
And taxes and performance of statute labor.
The principal is to be paid on the First day of August, A.D. 1932.

The interest is to be paid by equal quarterly payments on the first days of February, May, August and November - - - - - respectively in each and every year, until the whole of the said principal shall have been paid, without any deduction whatsoever, the first payment of interest to be made on the first day of November next (1929).
The said several payments of principal and interest to be made in gold if required.

And it is expressly understood and agreed that if the said Mortgagee shall pay the interest within thirty days from the dates due as specified herein, then the said Mortgagee will accept such interest at the rate of Seven per cent. per annum instead of at the rate aforesaid.
And it is hereby further agreed that in case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable, and the sum in arrears for interest from time to time, as well after as before maturity, shall bear interest at the same rate as the principal money secured by these presents; and in case the interest and compound interest are not paid in three months from the time of default, a rest shall be made and compound interest shall be payable on the aggregate amount then due, as well after as before maturity, and so from time to time, and all such interest and compound interest shall be a charge upon the said lands.

The said Mortgagee covenants with the said Mortgagee that the Mortgagee will pay the Mortgage money and interest and observe the above proviso. That the Mortgagee has a good title in fee simple to the said lands.
And that he has the right to convey the said lands to the said Mortgagee. And that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances.

And that the said Mortgagee will execute such further assurances of the said lands as may be requisite. And that the said Mortgagee has done no act to encumber the said lands.

And that the said Mortgagee will insure the buildings on the said lands to the amount of not less than the principal money hereby secured, in dollars currency. Provided that if and whenever such sum be greater than the insurable value of the buildings, such insurance shall not be required to any greater extent than such insurable value; and if and whenever the same be less than the insurable value, the Mortgagee may require such insurance to the full insurable value. And it is further agreed that the Mortgagee may require any insurance of the said buildings to be cancelled and a new insurance effected in the office of any company named by it and also may of its own accord effect or maintain any insurance herein provided for, and any amount paid by it therefor shall be forthwith payable to it with interest at the rate aforesaid, by the Mortgagee, and shall be a charge upon the said land.

And the said Mortgagee doth release to the said Mortgagee all his claims upon the said lands, subject to the said proviso. The said Mortgagee covenants with the said Mortgagee that he will keep the said lands, and the buildings and improvement thereon, in good condition and repair, according to the nature and description thereof respectively, and in case of neglect to do so, or if the Mortgagee or those claiming under him commit any act of waste on the said lands, or make default as to any of the covenants or provisions herein contained, the principal hereby secured shall, at the option of the Mortgagee, forthwith become due and payable, and in default of payment, the powers of sale hereby given may be exercised.

Provided that the said Mortgagee on default of payment for two months, may, on giving fourteen days' notice, enter on and lease or sell the said lands. And provided also that in case default be made in payment of either principal or interest for three months after any payment of either falls due, the said powers of entering and leasing or selling or any of them may be acted upon without any notice by the said Mortgagee. And also that any contract of sale made under the said power may be varied or rescinded. And also that the said Mortgagee may buy in and resell the said lands or any part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred. Provided that such sale may be either by public auction or private sale, and either for cash or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the said lands may be sold.

And it is Hereby Agreed between the parties hereto that the Mortgagee may pay any taxes, rates, levies, assessments, charges, moneys, liens, costs of suit, or matters relating to liens or encumbrances on said land, or pay property, mortgage or income tax imposed, or that may be imposed, on the Mortgagee or the Mortgagor in respect of this property or Mortgage or the moneys secured hereby, and solicitors' and other charges in connection with this Mortgage, and valuers' fees, together with all costs and charges which may be incurred by taking proceedings of any nature in case of default by the Mortgagor, and the amount so paid shall be a charge on the said lands in favour of the Mortgagee, and shall be payable at the time of payment of next quarter's interest, with interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other powers thereunto enabling, shall be forthwith exercisable.

Provided that the hereinbefore-mentioned notice of exercise of power of sale or lease, or either may be effectually given either by leaving the same with a grown-up person on the Mortgaged premises, if occupied, or placing the same on some portion thereof, if unoccupied, or, at the option of the said Mortgagee, by publishing the same twice in some newspaper published in the county in which the said lands are situate, and that such notice shall be sufficient though not addressed to any person or persons by name or designation, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability; and on any sale, time for payment may be given and special conditions may be made, and the costs of any abortive sale shall become a charge upon the lands, and the Mortgagee may tack them to the Mortgage debt.

Provided that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell, and that the remedy of the Mortgagor shall be in damages only, and the sale under the said power shall not be affected.

Provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

And the Mortgagor hereby attorns to the Mortgagee and becomes tenant of the said lands during the term of this Mortgage, at a rent equivalent to and payable on the same days and times as the payments of interest hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payments of interest. **Provided** the Mortgagee may, in default of payment, or breach of any of the covenants hereinbefore contained, enter on the said lands and determine the tenancy hereby created, without notice.

It is Agreed that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands, and the amount so paid shall be added to the debt hereby secured and bear interest at the same rate, and shall be forthwith payable by the Mortgagor to the Mortgagee, and in default of payment the principal sum hereby secured shall become payable, and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Mortgagee satisfying any such charge or claim, either out of the money advanced on this security, or otherwise, it shall be entitled to all the equities and securities of the person or persons so paid off, and is hereby authorized to retain any discharge thereof without registration for a longer period than six months if it think fit to do so.

And it is Agreed and Declared that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the Mortgage money to be apportioned upon or in respect of any such parts or lots, and the Mortgagee may discharge any part or parts from time to time of the mortgaged lands for such consideration as it shall think proper, or without consideration if it see fit; and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

And it is Agreed that in the event of the non-payment of the said principal moneys at the time or times provided for, then the Mortgagee shall not be required to accept payment of said principal moneys without first receiving from the Mortgagor either six months' notice in writing or a bonus equal to three months' interest in advance on the said principal moneys. The foregoing shall not in any way prejudice the right of the Mortgagee to collect the principal at any time after it falls due without notice.

And it is Further Agreed that the taking of a judgment or judgments on any of the covenants, stipulations or other matters or things herein contained shall not operate as a merger of such covenants, stipulations or other matters or things, nor affect the Mortgagee's right to interest at the rate of Eight per cent. per annum, payable at the times and in manner aforesaid.

The Mortgagor agrees that neither the execution nor registration of this Indenture shall bind the Mortgagee to advance the moneys hereby intended to be secured.

Provided the principal of this Mortgage may be repaid at any time after one year from the date hereof, on payment of all arrears, costs, charges and interest for current quarter, and a bonus of one quarter's interest in advance.

And it is Expressly Agreed between the parties hereto that all grants, covenants, provisoes and agreements, rights, powers, privileges and liabilities contained in this Mortgage, shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

In Witness Whereof the said parties have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

" A.W. BLACK "

"WILLIAM JOHN McLEOD"

No. 4/678

Dated 30th July 1929

WILLIAM JOHN McLEOD

-TO-

THE YORKSHIRE & CANADIAN TRUST, LIMITED

Mortgage

\$2,000.00 3 years; 8/7 per cent.
 Interest Payable Quarterly
 Security Lot 1 of Lots 11 & 12, Blk. 58, D.S.L. 540

THE YORKSHIRE AND CANADIAN TRUST, LIMITED
 VANCOUVER, B.C.

THE VANCOUVER STATISTICAL LTD.

FOR MAKER (INCLUDING MARRIED WOMEN)

I Herewith Certify that, on the _____ day of _____, in the Province of _____, (whose identity has been proved by _____, who is) personally the person executed the same voluntarily, and

oath of appeared before me and acknowledged to me that annexed instrument as the maker thereof, and whose name part, that know the contents thereof, and that full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and at _____ British Columbia, this _____ day of _____ in the year of our Lord, one thousand nine hundred and two

NOTE.—Where the person making the acknowledgment is personally known to the other taking the same, strike A Notary Public in and for the Province of British Columbia for taking affidavits within brackets.

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
 To WIT:
 I, Archibald William Black
 of Vancouver
 make oath and say:

- I was personally present and did see the within instrument duly signed and executed by _____ of the _____ City _____, in the Province of _____ the part thereto, for the purposes named therein.
 - The said instrument was executed at Vancouver, British Columbia
 - I know the said part, and that he is of the full age of twenty-one years.
 - I am the subscribing witness to the said instrument and am of the full age of sixteen years
- Sworn before me at Vancouver in the Province of British Columbia, this 1st day of August, 1929.

"W.S. TURNER"
 Notary Public for the Province of British Columbia
 A Commissioner for taking affidavits within British Columbia.

A.W. BLAC