

7252

BUREAU POWELL STREET
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE No.

7252

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

PERSONAL INFORMATION

NAME: HORI, Harue (Mrs. Zenya)HOME ADDRESS: 453 Powell St., Vancouver, B.C.REGISTRATION NUMBER 06838 SEX: Female AGE: 52OCCUPATION: Housewife

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

EMPLOYER: NoneMARRIED? YesNAME OF WIFE OR HUSBAND: ZENYA 996 06137ADDRESS OF WIFE OR HUSBAND: Same addressNAMES OF ANY LIVING CHILDREN: HANAKO (F) HIDIO (M) ETZA (M)KAZUE (F) HIROSHI (M) MISAQ (F)ADDRESS OF CHILDREN: Same addressAGE OF CHILDREN: 27, 23, 20, 17, 15 and 12 yrs.

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

1. LOCATION AND DESCRIPTION: 453 Powell St., Vancouver, B.C.Lot 22, Blk. 41, D.L. 1962. BUILDINGS AND OTHER IMPROVEMENTS: Store in front, frame, 2 stories,
dwelling at back3. INSURANCE (Give particulars; state where policies are) Cared by Royal Trust Co.,
626 Pender St., Vancouver, B.C.4. TAXES (Amount and where payable) \$135.37, per yr. paid for 1941, payable
at City Hall, Vancouver, B.C.

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

Mortgage by Royal Trust Co., Vancouver, B.C.(particulars unknown by declarant)6. OCCUPANCY AND LEASES (If vacant so state) Occupied by self

Lang Title Office Vancouver

Through Royal Trust Co., the
Title is to be at the Court
House, Vancouver, B.C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: _____
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: _____ None
9. IF FARM LAND STATE CROPS SOWN: _____ None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: _____ None
2. LANDLORD'S NAME AND ADDRESS: _____ None
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: _____ None
4. STATE WHEREABOUTS OF LEASE: _____ None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) _____ None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: _____ None

STATEMENT OF PERSONAL PROPERTY OWNED:

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

See list attached.

Located at 453 Powell St., Vancouver, B.C. To be locked up and key given to Custodian.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS _____ None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY _____ None

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____ None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: _____ None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____
None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____
None

8. BANK ACCOUNTS: _____ None

9. LIFE INSURANCE: _____ None

10. INTEREST IN ANY ESTATES OR TRUSTS: _____ None

11. SAFETY DEPOSIT BOX: _____ None

LIABILITIES:

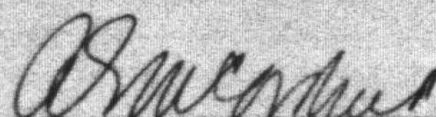
1. PERSONAL DEBTS: _____ None

2. TRADE DEBTS: _____ None

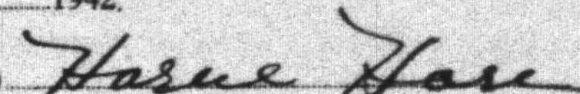
I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

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

Dated this XX 1st day of May 1942.


Witness

(Signature)



FOR DEPARTMENTAL USE _____

P.D. 1/12/42

INFORMATION FROM R.C.M.P.

DATE Aug. 23/43

Cur File No. 7252

Full Name HORI, Harue (Mrs. Zenya)
(Surname in Block Letters)

Registration No. 06838 Male - Female ^V
(Check) Age May 15/1889

Former Address 453 Powell Street, City.

Date Evacuated Oct. 15/42 Naturalized - Canadian-Born - National ^V
(Check)

Present Address Bay Farms, Slocan, B. C.

2462 Wallace St

Regina

(Received 6/11/45)

^V
Married - Single
(Check)

Name of Wife - - -

Name of Husband Zenya #06837

Name of Mother SUMIKAWA, Kimi (Dec'd) Name of Father MATSUBAYASHI, Seik chi

Names of Children under 16 (See husband's file.)

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

Additional Information Owner of house & property at 453 Powell Street,
City. Automobile in husband's name.

4-7-45
215-40 Dr
D

File No. 7252.

- SUMMARY -

Reg. No. 06838.

- REAL ESTATE -

Catalogue No. Nil.
Japanese Name: Harue (Mrs. Zenya) HORI.
Civic Address: 453 Powell Street, Vancouver, B. C.
Legal Description: Lot 22, Block 41, District Lot 196, Plan 196, Group 1, New Westminster District.
Classification: Grocery store with rear shed and upper Cabins--frame Building.

Registered in name of: Harue Hori.

Title: Clear, except for Mortgage dated October 16th, 1930, to Arthur Edward Snyder for \$3,000.00. Registration No. 84228H. Interest @ 7% per annum.

Sold to: This property was not sold as title to same was Quit Claimed to the Mortgagee in view of the Mortgage being in excess of the appraised value of the property. Quit Claim Deed dated August 16th, 1944, signed by Harue on file. Zenya Hori as Guarantor under the Mortgage and Harue Hori, as Mortgagor, were both released from their covenants in respect to same.

Title passed to: The Royal Trust Company and Walter James Barrett-Lennard, Executors and Trustees of the Will of Arthur Edward Snyder, deceased, by virtue of the Quit Claim Deed afore-mentioned.

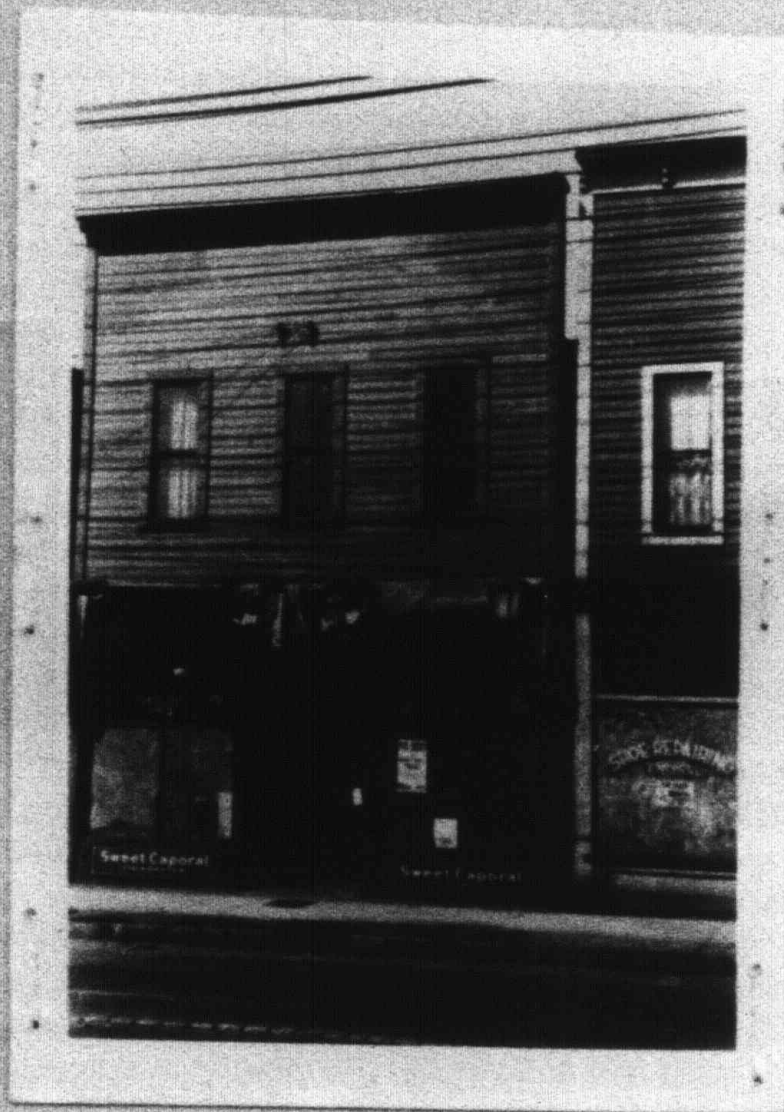
Chattels: None involved.

Fire Insurance: Interest of Custodian released as of Sept. 15/44 to the above-named Executors and Trustees.

Remarks: This property was described as in a very dilapidated condition and was condemned by the City in April, 1943. The Royal Trust Company were Agents and Managers of the property and were representing the Mortgagee. The Mortgage amount as June 1st, 1942, was \$2,828.26 according to their figures of that date. They reported an unpaid balance of Consolidated taxes amounting to \$195.00 making something over \$3,000.00 indebtedness against the property. As the

(Over)

HORI, Harue (Mrs. Zenya)
Evac. File #7252
453 Powell St., Vancouver, B. C.



Picture Taken April 8, 1943.

April 12th 1943.

File Number F.7252

Registration Number (no knowledge)

HORI, Harne

453 Powell Street.

LOCATION AND NATURE OF PROPERTY:

453 Powell Street, Vancouver, B. C.
Lot 22, Block 41, D.L. 196, Group 1,
New Westminster District.

OWNERSHIP:

HORI, Harne.

BUILDING:

This is the usual type of frame building situated on Powell Street on the North side. There are store premises located on the ground floor with living quarters at the rear and old sheds to the rear again. Upstairs there are approximately ten rooms two toilets and one sink. The sheds at the rear of the property should definitely be demolished. The main building itself is in a delapidated condition with the exception of the front store.

LAND:

The size of the Lot is 25 x 122

TAXES:

Consolidated Arrears \$156.00.
1943 nett \$89.17

ASSESSMENT:

Assessment of Land	\$1050.00
Assessment of Building	\$1400.00
Total Assessed Value	\$2450.00

FINANCIAL POSITION: The property is vacant. We understand from your department that there is a mortgage due to The Royal Trust Company of \$3,000.

RENTAL VALUE:

We have rented similar properties on Powell Street for \$35.00 for the whole building to one tenant, who has divided them into rooms.

SALE VALUE:

It is difficult to arrive at the proper sale value of this property in view of the general condition throughout the whole Powell Street area, but in our opinion the maximum sale value of the property would be \$2,500 gross which is approximately the assessed value.

This property was inspected by Mr. J. M. Anderson, Rental Manager, and the writer on April 9th 1943.

KER & KER LTD.

Per.

Allen N. Ker

JOHNSON AND REEVE
ESTATE AGENTS
VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

27th April, 1943.

The Custodian's Office,
Room 506,
Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B. C.

File No. 7252

Attention of Mr. F.G. Shears

Dear Sir:

re HORI, Hasue (Mrs. Zenya)
453 Powell Street
Lot 22 Block 41 D.L. 196

In accordance with your instructions we have inspected this property and beg to report as follows.

The location is in the poorer retail section of Powell Street, with dilapidated frame buildings on nearly all of the frontage.

The building on the front of the lot is a two storey frame structure of very cheap construction about 20 feet by 40 feet. The shop front is of the cheapest kind and the exterior of the building is in a bad state of repair. The buildings at the back are one storey sheds and cabins.

The buildings are all vacant and upon interviewing the agents, The Royal Trust Company, we are informed that the City authorities will not permit occupation, unless two new chimneys are built, new plumbing and electric wiring installed and a fire escape provided. Estimates have been obtained of the cost of this work of \$1,000. This amount does not include any repairs to roofs and woodwork, nor painting and decorating, which might cost another \$500., or more if the foundations are defective.

The buildings, being very old and requiring so much to be spent on them, are practically without value.

The class of tenant available for property of this kind is unreliable in normal times.

The property is situated in the No. 2 Fire limit and although the City has made requisitions as a condition precedent to permitting occupation, it is possible that the Building Department might refuse to issue a permit for an expenditure on restoration of more than 50% of the assessed value of the building which is \$1,400. They may of course waive the By-Law, in view of the housing shortage and the circumstances in which the whole street is involved.

We are of the opinion that the value of the property is not more than one thousand dollars (\$1,000).

Yours faithfully,

JOHNSON, REEVE & WATSON

per

D.W. Reeve

DWR

File No. 7252.

June 8th, 1943.

MEMORANDUM FOR THE FILE

PROPERTY - 453 Powell Street - Lot 22, Block 41, D.L. 196.

DESCRIPTION - Lot, 25x122. At front 2-storey frame building of very cheap construction with store on ground premises and living quarters above. At rear, 1-storey sheds and cabins.

Buildings condemned by the City Authorities.

Imperative repairs - \$1,000.00

Assessed Value of buildings - \$1,400.00.

City-Bylaw prohibits repairs amounting to more than thirty percent (30%) of assessed value.

Mr. Reeve reports buildings are practically without value.

VALUATION - April 12th, 1943 - Ker & Ker Limited \$2500.00
April 27th, 1943 - Johnson, Reeve & Watson .. 1000.00

MORTGAGE - Estate of A.E. Snyder (Royal Trust Company are agents)
Balance due Dec. 16/42 - \$2,777.56
Taxes Consol. 156.00
\$2,933.56

CORRESPONDENCE - Royal Trust Company's letter of April 6th, 1943.
Request for Quit Claim.
April 7/43. letter to Mrs. Hori, enclosing copy of Royal Trust Company's letter of April 6th. *No reply.*
April 30/43. letter to Royal Trust Company "The Custodian will not object to you taking any action which you may deem necessary to protect your interest."

REMARKS - It would appear that we have already given permission to start foreclosure proceedings in our letter of April 30th, 1943. Taking either valuation the evacuee has no equity.

GHP:HW. *[Signature]*

full in date

THIS INDENTURE is made the 16th day of August, 1944, one thousand nine hundred and forty-four

BETWEEN

HARUE HORI s/o The Custodian of Enemy Property, 675 West Hastings Street, Vancouver, British Columbia, (hereinafter called "the Grantor")

OF THE ONE PART

AND

THE ROYAL TRUST COMPANY of 626 West Pender Street, Vancouver aforesaid, and WALTER JAMES BARRETT-LENNARD of 5938 Sperling Street, Vancouver aforesaid, Executors and Trustees of the will of Arthur Edward Snyder deceased, (hereinafter called "the Grantees")

OF THE OTHER PART

WHEREAS:

A. By an Indenture (hereinafter called "the Mortgage") dated the 2nd day of June 1930 and registered in the Land Registry Office at Vancouver British Columbia under No. 84228-H and made between the Grantor of the first part Arthur Edward Snyder of the second part and Jenya Hori of the third part the Grantor did grant and mortgage unto the said Arthur Edward Snyder the lands and hereditaments hereinafter particularly described to secure the repayment of the sum of Three Thousand Dollars (\$3,000) with interest at seven per centum (7%) per annum as therein mentioned:

B. The said Arthur Edward Snyder died on the 28th day of March 1940 and letters probate of his will were granted to the Grantees by the Supreme Court of British Columbia In Probate on the 8th day of May 1940:

C. There is now owing to the Grantees under the Mortgage the sum of Two Thousand Seven Hundred and Seventy-

seven Dollars and Fifty-six Cents (\$2,777.56) for principal and the sum of Two Hundred and Ninety-one Dollars and Sixty-six Cents (\$291.66) for interest calculated to the 1st day of March 1944:

D. The Grantor has agreed to execute these presents in consideration of the Grantees accepting the same in full satisfaction of all moneys owing under and with respect to the Mortgage which the Grantees have agreed to do:

NOW THEREFORE THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the premises -

1. The Grantor doth hereby GRANT RELEASE and QUIT CLAIM unto the Grantees their respective executors administrators and assigns for ever 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 the Grantor of in to or out of ALL AND SINGULAR that piece of land situate in the City of Vancouver in the Province of British Columbia and more particularly known and described as Lot twenty-two (22) Block forty-one (41) District Lot one hundred and ninety-six (196) Group one (1) New Westminster District Plan 196 TOGETHER with the appurtenances thereunto belonging or appertaining 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 Grantees their respective executors administrators and assigns for ever SUBJECT nevertheless to the reservations limitations provisoes and conditions expressed in the original grant thereof from the Crown.

2. The Grantees and each of them hereby RELEASE

the Grantor and the said Jenya Hori and each of them from the covenants to pay the principal interest and all other moneys due and to accrue due in respect of the mortgage and from all claims and demands under and in respect thereof.

3. The Grantees hereby declare that the said principal sum interest and all other moneys due and to accrue due in respect of the Mortgage shall not merge in the equity of redemption of the said lands but shall be kept on foot as a charge on the said lands so as to protect the Grantees against all mesne encumbrances charges and estates if any such there be.

IN WITNESS WHEREOF the said Harue Hori and Walter James Barrett-Lennard have hereunto set their hands and seals and The Royal Trust Company has caused its common seal to be hereunto affixed.

SIGNED SEALED AND DELIVERED
by the said Harue Hori in
the presence of:

E. J. King
Wm C. [unclear]
BCSC Sloan City

SIGNED SEALED AND DELIVERED
by the said Walter James
Barrett-Lennard in the
presence of:

THE COMMON SEAL of The
Royal Trust Company was
hereto affixed in the
presence of:

Harue Hori
Harue Hori

THIS INDENTURE made in duplicate the second day of June one thousand nine hundred and thirty IN PURSUANCE OF THE "SHORT FORM OF MORTGAGES ACT"

BETWEEN

HARUE HORI wife of Jenya Hori of 453 Powell Street in the City of Vancouver in the Province of British Columbia, Merchant, (hereinafter called the Mortgagor)

of the first part

ARTHUR EDWARD SNYDER of 3847 Trinity Street in the said City of Vancouver, Major in His Majesty's Army (Retired) (hereinafter called the Mortgagee)

of the second part

AND

JENYA HORI aforesaid (hereinafter called the Party of The Third Part that term including wherever appropriate his executors and administrators)

of the third part:

WHEREAS the Mortgagee has sold to the Mortgagor the lands and premises hereinafter described for the sum of \$4,000.00; AND WHEREAS of the said purchase price the sum of \$3,000.00 still remains owing to the Mortgagee; AND WHEREAS the Mortgagor has requested the Mortgagee to convey the said lands and premises to the Mortgagor which the Mortgagee has done upon the Mortgagor and the Party of the Third Part agreeing to execute these presents for the purpose of securing payment of the said sum of \$3,000.00 together with interest as hereinafter mentioned:

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and to secure the payment of the sum of three thousand dollars (\$3,000.00) with interest as hereinafter mentioned the said Mortgagor DOTH GRANT and MORTGAGE unto the said Mortgagee his heirs and assigns for ever ALL AND SINGULAR that piece of land situate in the said City of Vancouver and more particularly known and described as Lot twenty-two (22) Block forty-one (41) District Lot one hundred and ninety-six (196) Group one (1) New Westminster District Plan 196-----

TOGETHER with all buildings and fixtures now or hereafter erected or placed on the said land and which the Mortgagor hereby declares to form part of the freehold of the said land and of this security whether annexed to the said freehold or not it being understood that this clause is in addition to and not in substitution for the provisions of Section 4 of the "Short Form of Mortgages Act"

PROVIDED: This Mortgage to be void on payment of three thousand (\$3,000.00) dollars of lawful money of Canada with interest at seven (7%) per cent. both before and after maturity as follows: A sum of five hundred dollars (\$500.00) is to become due and be paid on the 1st day of December 1930, on the first days of June and December in each of the years 1931 and 1932 and on the 1st day of June 1933 together with interest at the rate aforesaid calculated from the 1st day of June 1930 and payable on that part of the principal money from time to time remaining unpaid on the first days of September December March and June in each and every year until the whole of the said principal is fully paid and satisfied the first payment of interest to be made on the first day of September 1930 and taxes and performance of statute labour. Provided always that in addition to the requirements set out in the above proviso the Mortgagor shall have duly observed and performed all covenants provisoes and conditions on his part hereincontained.

PROVIDED that the Mortgagor may at any time hereafter have the privilege of paying off the whole of the said principal money upon payment of all

costs charges and expenses and all other sums secured by these presents including interest to the day of such payment.

AND it is further agreed that on default in payment of any instalment of interest such interest shall at once become principal and bear interest at the rate aforesaid which interest shall be payable from day to day and shall itself bear interest at the rate aforesaid if not paid prior to the next gale day it being agreed that all interest as well that upon principal as upon interest is to be compounded at each day mentioned for payment of interest.

THAT said Mortgagor COVENANTS with the said Mortgagee.

THAT the Mortgagor will pay the Mortgage money and interest and observe the above proviso.

THAT the Mortgagor will pay as and when the same may be demanded all or any tax or taxes that may at any time during the continuance of this security be levied on the lands and premises hereinbefore described or on the Mortgagee in respect of these presents.

THAT the Mortgagor 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 incumbrances.

AND THAT the said Mortgagor will execute such further assurances of the said lands as may be requisite.

AND THAT the said Mortgagor has done no act to encumber the said lands.

AND THAT the said Mortgagor will not permit a lien to be acquired against the said lands under the "Mechanics Lien Act" or any amendment thereof.

AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value in currency.

PROVIDED ALWAYS and it is hereby agreed that notwithstanding anything hereinbefore contained 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 the Mortgagee and also may of the Mortgagee's own accord effect or maintain any insurance herein provided for and any amount paid by the Mortgagee therefor shall be forthwith payable to the Mortgagee by the Mortgagor with interest at the rate aforesaid and shall be added to the principal money hereby secured and shall be a charge upon the said lands in favour of the Mortgagee carrying interest at the rate aforesaid prior to all claims thereon subsequent to these presents.

AND the said Mortgagor covenants with the said Mortgagee that during the continuance of this security the Mortgagor shall keep all buildings for the time being subject thereto in good and substantial repair and that on neglect to do so the Mortgagee may enter upon said premises from time to time in order to repair and keep in repair the said buildings without thereby becoming liable as Mortgagee in possession.

AND the said Mortgagor doth RELEASE to the said Mortgagee ALL his CLAIMS upon the said lands subject to the said proviso.

PROVIDED that the said Mortgagee on default of payment for one month may on ten days notice enter on and lease or sell the said lands.

PROVIDED further that the Mortgagee may lease or sell as aforesaid without entering into possession of the lands.

PROVIDED ALSO that any notice or notices to be given under the provisions of this mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands if occupied or by posting the same thereon if unoccupied or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published in the City of Vancouver, British Columbia, and such notice or notices shall be sufficient though not addressed to any person by name and notwithstanding any person to be affected thereby may be unborn unascertained or under disability.

PROVIDED ALSO that in case default be made in payment of either principal or interest for two months after any payment of either falls due the powers hereby conferred of entering leasing or selling or any of them may be exercised without notice.

AND ALSO that any contract of sale made under the said powers of sale may be varied or rescinded and that the said sale may be on such terms and under such conditions including special conditions as to title or evidence

of title or otherwise as the said Mortgagee shall deem fit. AND ALSO that the said Mortgagee shall be at liberty to buy in and resell or rescind or vary any contract of sale without being responsible for any deficiency or loss thereon.

PROVIDED that such sale may be 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 the cost of any abortive sale shall become a charge upon the lands and the Mortgagee may tack them to the mortgage debt. PROVIDED ALSO that where a conveyance is made in professed exercise of the aforesaid power of sale the receipt of the Mortgagee for the purchase money of the premises sold shall effectually discharge the Purchaser therefrom and from being concerned to see to the application or being answerable for any loss or misapplication thereof and the title of the purchaser shall not be impeachable on the ground that no case had arisen to authorize the sale or that due notice was not given or that the power was otherwise improperly or irregularly exercised; but the person if any damaged by any unauthorized or improper or irregular exercise of the power shall have his remedy only in damages against the person exercising the power.

PROVIDED that the Mortgagee may distrain for arrears of interest.

PROVIDED that the Mortgagee may distrain for arrears of principal in the same manner as if it were arrears of interest.

PROVIDED always and it is hereby further agreed and declared and the Mortgagor doth hereby covenant with the Mortgagee that if default shall be made in any payment of any moneys hereby secured or any part thereof or in the keeping or observance or performance of any covenant proviso or condition herein contained on the part of the Mortgagor to be kept observed or performed then and in such case the whole money hereby secured shall at the option of the Mortgagee become due and payable in like manner and to all intents and purposes as if the time herein mentioned for payments of such money had fully come and expired. Provided that no notice of the exercise of such option need be given to the Mortgagor.

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

AND IT IS AGREED that the taking 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.

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 moneys to be apportioned upon or in respect of any such parts or lots.

AND the Mortgagee may from time to time release or discharge any parts of the mortgaged lands or any other security for the moneys hereby secured for such consideration as the Mortgagee may think proper or without any consideration if the Mortgagee sees fit and no such release or discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

AND IT IS HEREBY AGREED between the parties hereto that the Mortgagee may pay any taxes as aforesaid and any liens rates charges or encumbrances upon the said lands and solicitors' and other charges in connection with this mortgage and valuator's fees and all costs and expenses incurred by the Mortgagee in exercise of the powers to repair the buildings hereinbefore contained or in or about or in defence of the title to the said lands or arising out of any default of the Mortgagor including solicitors' charges for recovery of moneys before issue of writ and the same shall be payable forthwith by the Mortgagor to the Mortgagee with interest at the rate aforesaid and until paid shall be added to the principal money hereby secured and shall be a charge upon the said lands in favour of the Mortgagee carrying interest at the rate aforesaid prior to all claims thereon subsequent to these presents and in default of payment the principal sum hereby secured shall at the option of the Mortgagee become payable and the powers of sale hereby given may be exercised in addition to any other remedies to which the Mortgagee may be entitled either by law or under the terms of this Indenture.

PROVIDED that no extension of time given by the Mortgagee to the Mortgagor or anyone claiming under him nor any other dealing by the Mortgagee with the owner of the Equity of Redemption of said lands shall in any way effect

or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for the payment of the moneys hereby secured. THE WORDS "Mortgagor" and "Mortgagee" wherever used shall (unless the context otherwise requires) be deemed to include the heirs executors administrators successors and assigns of each of them and if there is more than one Mortgagor or Mortgagee named shall be deemed to include each of such Mortgagors or Mortgagees as the case may be their several heirs executors administrators successors and assigns severally as well as jointly and any Mortgagee his executors administrators and assigns or successors may exercise any of the powers herein conferred upon the Mortgagee. The said words and all words depending thereon or relating thereto shall also be deemed to include the feminine as well as the masculine and neuter gender. And all covenants herein contained on the part of the Mortgagor shall if there be more than one be construed as joint and several covenants.

THE Party of the Third Part HEREBY JOINS IN and BINDS HIMSELF to perform every covenant and agreement herein contained and on the part of the Mortgagor to be performed as if the said covenants and agreements were made jointly and severally by him and the Mortgagor AND the Party of the Third Part further agrees that no act neglect or forbearance on the part of the Mortgagee in extending time to the Mortgagor or in failing to enforce payments of the principal money and interest hereby secured or varying in any way the provisions of this indenture shall in any way affect his liability to perform the covenants herein contained, it being understood that the Party of Third Part is to be considered a principal debtor for all principal moneys and interest hereby secured and not a surety.

N. S.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
in the presence of

C. Tweedale

Notary Public
Vancouver, B. C.
as to Harue and Jenya Hori

Harue Hori (Seal)

Jenya Hori (Seal)

THE ATTACHED MORTGAGE IS A TRUE COPY OF
THE ONE HELD BY ARTHUR EDWARD SNYDER OF
3847 TRINITY STREET, VANCOUVER, B. C.
DATED 2ND JUNE 1930.

OCTOBER 13, 1942.

Barthramner

Notary Public in and for the
Province of British Columbia

B. 12472 8 28 H.

Dated 2nd June 1930.

246
725
HARUE HORI

-TO-

ARTHUR EDWARD SNYDER

MORTGAGE

ROBERTSON DOUGLAS & SYMES

Barristers and Solicitors
640 West Pender Street
Vancouver, British Columbia

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that on the 19th day of June 1930 at the City of Vancouver in the Province of British Columbia, Harue Hori personally known to me appeared before me and acknowledged to me that she is the person mentioned in the annexed instrument as the maker thereof and whose name is subscribed thereto as party that she knows the contents thereof and that she executed the same voluntarily and is 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 19th day of June in the year of our Lord one thousand nine hundred and thirty.

N. S.

C. Tweedale
A Notary Public in and for the Province of
British Columbia.

Dominion of Canada**In the Matter of**

Province of British Columbia,

To Wit:

HARUE HORI, wife of Jenya Hori, and JENYA HORI,
and Lot 22, Block 41, District Lot 196, O.I.,
N.W.D., Plan 196, 453 Powell St., Vancouver, B.C.
and ESTATE OF ARTHUR EDWARD SNYDER, deceased.

I. GORDON R. SOMERVILLE of the City
of Vancouver in the Province of British Columbia,
Do Solemnly Declare that

1. - I am the Manager of the Mortgage Department of the Vancouver Branch of The Royal Trust Company, the Executors of the Estate of Arthur Edward Snyder, deceased.
2. - That Harue Hori and Jenya Hori are indebted to the Estate of Arthur Edward Snyder under a Mortgage dated 2nd June, 1930, secured by the above described property.
3. - That the amount owing under the Mortgage is:-

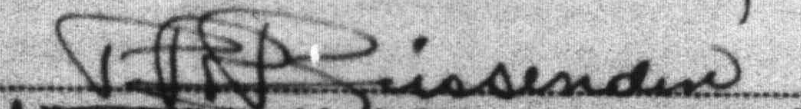
Principal	\$2,798.25
Interest paid to Mar.1/42.	
Balance consolidated arrears of	
taxes	195.00

4. - That the Mortgage is overdue and the Estate of Arthur Edward Snyder holds no security other than the mortgage.

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 Vancouver,
in the Province of British Columbia,
this 24th day of
April A.D. 1942.




A Notary Public in and for the Province of British Columbia,
A Commissioner for taking affidavits within British Columbia.

RECEIVED

MAY 26 1942
435 Howe St.,
Vancouver, B.C.,
May 23, 1942.

Attention Mr. C.L. Drewry

Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
Vancouver, B.C.

Dear Sirs:-

re HORI, Harue (Mrs. Zenya)

1. Legal Description: Lot 22, Block 41, D.L. 196, being a grocery store with rear shed and upper cabins having a frontage of 22 ft. on the north side of Powell Street, between Dunlevy and Jackson Avenues, and having a depth of 120 ft. to a lane, being known as 453 Powell Street.

This building is on a commercial street surrounded by frame stores.

2. This is a frame building consisting of grocery store, small office, and toilet, with living quarters of 4 rooms, storage shed and large room at the rear. An outside stairway in the division between front and rear buildings leads to 9 cabin rooms, toilet and sink upstairs.

The store and premises are to be rented when the owner is evacuated.

3. As Mr. Hori is still operating his business, a full inventory of his goods and chattels cannot be made at present.

A quantity of goods and chattels of several evacuated Japanese is temporarily stored in the rear shed. Mr. Hori is making arrangements to have these placed in a warehouse.

4. There is reported to be a fire insurance policy of \$1800.00 on the building in the name of the A.E. Snyder Estate expiring April 26, 1943. The Royal Trust Co. are the agents.

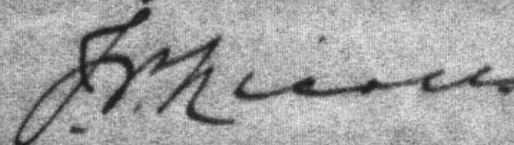
5. This property is being purchased under agreement for sale from the A.E. Snyder Estate through the Royal Trust Co. Principal owing \$2773.23, interest at 7% is paid to March 1, 1942. Taxes owing under consolidated arrears amount to \$195.00.

6. We suggest that the management of this property be placed with the Royal Trust Co., who are representing the Vendor under the Agreement for Sale.

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per



correct file

7252

HEALTH DEPARTMENT

STEWART MURRAY
M.D. D.P.H.
MEDICAL HEALTH OFFICER



EVACUATION SECTION	
Rec'd	DEC 17 1942
File No.	996
Ans.	
TELEPHONE FAIRMONT 2711	
Referred	

put to R. Bell

VANCOUVER, B. C.

Dec. 16th, 1942.

R. P. Alexander, Esq.,
Assistant Manager,
Custodian of Alien Property,
506 - 675 West Hastings St.,
Vancouver, B. C.

Dear Sir:-

Re: 453 Powell Street (Vacant)
Owner - Z. Hori.
Agents - Royal Trust Company

Mr. ZENYA Hori
HARVE Hori

These premises, now vacant, were inspected at the request and with Mr. Ray of the Royal Trust. Following is a report on the property.

Ground Floor

The large store in front has no plumbing fixtures. There is one toilet on this floor at the rear, the waste of which is defective and requires renewal.

There is a four-roomed suite at the rear, with a sink. The waste is defective and the splash-boards around this fixture are rotten and should be renewed. Organic matter and refuse litter the suite.

A two-room suite is without a sink and the rooms are in a filthy condition and at present unfit for habitation. There is not sufficient light in these rooms due to obstruction by a lean-to roof on the west side at the rear. If this is removed, sufficient light would be available.

A tap on this floor, without a sink, is creating a nuisance under the building, all water escaping through a hole in the floor.

The roof and sky-light are leaking, creating a damp condition.

Upstairs

Rooms 6 & 7 are bright and well ventilated, suitable for one person each. #8 and 9 were locked. #1 and 2, a two-roomed suite, is bright; the roof leaks here. #4 and 5 were locked.

R. P. Alexander, Esq.

Dec. 16th, 1942.

Plumbing on this floor consists of a sink and toilet on the hall. The waste pipe on the sink is missing and the toilet waste is leaking.

In all there are three suites and seven single rooms, supplied by two toilets and 2 sinks. Toilet accommodation is satisfactory if put in good repair.

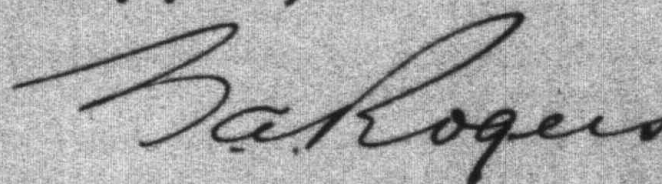
The two room suite (ground floor) and the upper floor should be equipped with sinks.

At least two baths or showers are required if these premises are to be occupied as a Lodging House.

A thorough clean-up of refuse, re-decorating, and the necessary plumbing repairs and installations is required before any occupancy can be permitted.

Enclosed is a copy of the report for the agents.

Respectfully yours,



CHIEF SANITARY INSPECTOR.

GAR:EM

File No. 7252.

-- SUMMARY --


July 17th, 1947.

-- LIABILITIES --

Re: Harue (Mrs. Zenya) HORI,
Registration No. 06838.

No indebtedness of Harue Hori is revealed on her file 7252,
except Mortgage which has been dealt with under "Summary Real Estate" on
this file.

The foregoing is certified as in
accordance with information on file.
July 17th, 1947.


B. R. Dusenbury,
Office of the Custodian.

BRD/P.

File No. 7252.

-- SUMMARY --

July 17th, 1947.

-- PERSONAL PROPERTY --

Re: Harue (Mrs. Zenya) HORI.
Registration No. 06838.

Chattels:

See Chattels Schedule. The Chattels situation in respect to Harue Hori, File 7252, is not at all clear. The Schedule sets out the particulars and shows a long list of chattels as May 1st, 1942. The Memorandum of Mr. Spain (Sept. 14/44) is as follows: "All chattels at above address (453 Powell St.) have been moved or shipped to Harue Hori. Nothing remains on the premises except waste paper and rubbish." While the foregoing is definite enough, the file does not disclose information as to what disposition was made of the items mentioned in her list.

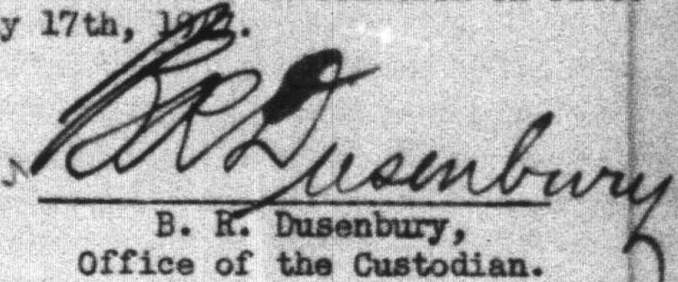
Her husband's file 996 is likewise devoid of details in respect to chattels at 453 Powell Street except Memo July 21/43, of Mr. Spain as follows: "453 Powell Street--all personal property was removed to 604 East Cordova Street" and Warehouse Receipt July 14th, 1941 (?) on file 996.

Specified
Articles:

No Cameras, Radios, Firearms, Motor Vehicles or Vessels are revealed on this file.

No other personal property is revealed on the file.

The foregoing is certified as in
accordance with information on file.
July 17th, 1947.


B. R. Dusenbury,
Office of the Custodian.

BRD/P.

File No. 7252

CHattel SCHEDULE

July 11th, 1947

Re: Harue HORI, (Mrs. Zenya)
Reg. No. 06838

Declared	Sold at Auction	Shipped	Remarks
List attached to J.P. form May 1/42			See Memo Mr. Spain Sept. 14/44 this file.
4 tables	
12 chairs	See Memo Mr. Wilson Sept. 7/44.
1 Electric toaster	
1 Tea set	
1 silver tea pot	It is almost impossible to find out what happened to the chattels of either Harue HORI or Zenya Hori.
2 Heaters	
1 Couch	
4 Book cases	
2 Ash stands	
3 dressers	The son may have sold some after they were evacuated and not mentioned it.
2 clothes closets	
3 beds, single	
4 beds double	
1 desk	Mr. Wilson's memo Sept 7/4 seems to suggest that there were chattels left on the premises at that time.
2 drawers	
1 Screen	
1 Victrola record player	
2 Table lamps	
2 End tables	
1 Cupboard	
125 Books	
1 Jap. Buddist Temple	
2 Chest Carpenter tools	
1 Chesterfield suite	
1 bed - complete	
743 odd pieces kitchenware, kitchen utensils, glassware etc.,	No evidence to verify Mr. Spain's memo of Sept. 14/44. ✓

M. D. Davidson

File No. 996

CHARGE SCHEDULE

July 10th, 1947

Re: Zenga (Jenya) HORI

Reg. No. 06837

Declared, re 453 Powell St.	Inventory taken by	Sold at Auction	Warehouse list	Shipped
<u>J.P. Form Apr. 3/42</u>	J.D. Mather		signed By Mr. Wills	
Bicycle with basket	Oct. 17, 1942		July 14/43. File 7252.	
3 Hand trucks	old bicycle			.....
<u>Store</u>	1 warehouse hand truck			.....
Contents of Grocery Store chiefly	.....			.....
Canned Goods	.....			.....
2 large Show cases	2 small show cases	Van. 30 Aug 23/44	1 Show case	.....
3 small show cases	.....	(5) " "	4 small show cases	.....
a number of shelves	.....			.....
1 Long counter	1 only wood counter	Van 31. Sept. 13/44	1 Counter	.....
1 Ice Box	1 Glass Front Ice Box	.....		.....
Scales	1 set Canada Counter Scales	.....		.....
Stove	.....	.....		.....
4 light fixtures	4 Light Fixtures	.....		.....
3 boxes with wheels	.....	.....		.....
<u>Office</u>				.....
2 tables attached to wall,	3 show tables	.....	1 table	.....
1 Filing Box	.....	.....	1 Box	.....
1 Desk	.....	.....		.....
Office supplies	.....	.....		.....
<u>Dwelling-House</u>				.....
1 Ice Box	1 ice box	.....		.....
2 Sinks	.....	.....		.....
1 Sofa	.....	.....		.....
2 Book stands	.....	.....		.....
1 Book-case	.....	.....		.....
1 Flower stand	.....	.....		.....
1 Heater	1 store Heater	.....		.....
Lavatory fixtures	.....	.....		.....
1 Bureau	1 bureau	.....		.....
3 tables	3 tables	.....		.....
15 chairs	11 chairs	.....		.....
6 Chests of drawers	1 dresser	.....		.....
2 Wardrobes	2 clothes cupboards	.....		.....
1 Gas stove	1 Jet Gas stove	.....		.....
1 Kitchen stove	1 Cabin cook stove	.....		.....
6 Double beds	6 iron beds with springs	.....		.....
Spring & mattresses	& mattresses	.....		.....
1 radio handed over to Mounted Police		Van. 37. Dec. 15/44		.....

M. J. Dandau

(over)

July 10th, 1947

File No. 996

CHattel SCHEDULE

Zenya Hori, Reg. No. 06837

Declared.	Inventory of J.D. Wather, cont'd.	Sold at Auction	Warehouse List cont'd.	Shipped Remarks
See Page 1.	1 Plate Glass Show case .....	.....	.....	See Memo Mr.
	2 Wood counters .....	.....	.....	Brain File 7252
	3 Paper racks .....	.....	.....	Sept. 14/44 re
	1 Stepladder .....	.....	.....	life's chattels.
	1 Phonograph(cabinet) .....	.....	.....
	3 small wooden kitchen cabinets(no value) .....	.....	.....	Also memo July 21/43. File #996
	Some tubs .....	.....	.....
	baskets & junk(no value) .....	.....	.....	also memo Mr. Green July 9/43
	.....	3 cartons	.....	File #7252
	.....	2 Paper cutters	.....
	.....	1 Marble slab	.....
	.....	1 Mirror	.....	See copy of lt
	Van. 30. Aug. 23/44	2 windows	.....	H. Hori, Nov. 12
	.....	1 stepladder	.....	/42 on File
	.....	1 ladder	.....	#996.

M. J. N. David

See Ltr. Mr. Green
July 15/43 on
#7252, also memo
July 9/43.

See Ltr. Mr. Donst
Nov 6/42. on File
7252. In this ltr
H. Hori stated
that a number of
packages were
stored in a rear
room and were the
property of
friends.
No trace of these
can be found.

HORI, HARUE (MRS. ZENYA) #06838

453 Powell St., Vancouver, B.C.

*(attached to
J.P. form)*

4 tables
12 chairs
1 electric toaster
1 tea set
1 silver tea pot
2 heaters
1 couch
4 book cases
2 ash stands
3 dressers
2 clothes closet
3 beds, single
4 beds, double
1 desk
2 drawers
1 screen
1 Victrola record player
2 table lamps
2 end tables
1 cupboard
125 Books
1 Jap. Buddhist Temple
2 chest carpenter tools
1 chesterfield suite
1 bed--complete

743 odd pieces, kitchenware, kitchen
utensils, glassware, etc.

996 and 7252

November 6th, 1942.

The Royal Trust Company,
626 Pender Street West,
Vancouver, B. C.

MA 8411

Dear Sirs:

Re: Zenya Hori

You already have in hand the property of Mrs. Harue Hori, wife of the above, viz. 453 Powell Street, and we are awaiting your news re tenancy etc. Zenya Hori states on his declaration form that he has an interest in 2225 Dundas Street, Vancouver, Lot 21, Block 14, D.L. 184. This is stated to be a wooden frame, two storey dwelling house of six rooms with a wood shed. The title is in the name of Zenya Hori and eight other Japanese.

Hori's son, Hideo Hori, states that it is the wish of his mother and father that both their properties be handled by you, so we shall be glad if you will advise us in due course what can be done respecting the renting of 2225 Dundas Street, and in addition 453 Powell Street. Respecting the latter property, we enclose two copies of inventory recently received from Mr. J. D. Mather, who investigated these premises and in connection with this inventory he writes as follows:

"I have today taken inventory and enclose herewith a copy of effects and equipment now on the premises. The son is endeavoring to dispose of 1 Ice-box and 1 set of Scales mentioned in the inventory, prior to his evacuation. In addition to the items shown in the inventory, there are a number of packages stored in a rear room, which Hideo Hori states are the property of friends. He was unable to inform me as to what the packages contained or to whom they belonged."

If these chattels are left on the premises, you will doubtless obtain a signature for same from the in-coming tenant.

Yours truly,

F. Douet,
Administration Department.

PD:BT

Enclosures 2.

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

Donut
CABLE ADDRESS
"ROYALTRUST"

The Royal Trust Company
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 11 1942
EXECUTORS AND TRUSTEES
626 PENDER STREET WEST
Vancouver, B.C.

9th December 1942.

ATTENTION MR. DOUET.

The Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
City.

Re: Zenya Hori, # 996 & # 7252.
453 Powell Street.

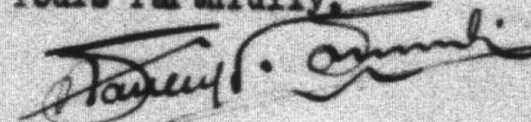
Dear Sir:

With further reference to your letter of the 6th November last, our Mr. Ray again called at this address on the 4th December. While everything seemed to be in order, the lead pipes from high tanks to toilets (two) have been removed. This is a common complaint in vacant properties.

We found several doors open, and as a check showed it would be difficult to make the property secure, we had a carpenter put a padlock on the rear sliding door, this should make it as safe as is possible under the circumstances.

In accordance with our conversations with you over the telephone, we will deliver the keys to the City Health Department with a view to ascertaining how they will regard this ~~the~~ property for the use of white people.

Yours faithfully,



S. V. Smith.
Manager, Rental Department.

HLR.

DEC 18 1942

J. HORI.

December 10, 1942.

Mr. Somerville,
Royal Trust Company,
626 Pender Street, West,
Vancouver, B.C.

Dear Sir,

Due to my urgent leave from Vancouver, I was unfortunate to arrange my property at 2225 Dundas St., Vancouver, B.C. As I would favor your company to act as my trustee, I had intention earlier to consider with you in regards to this.

In acknowledging a letter from the Custodian that they have learned from you, that I have rented the above property to Mr. Carl W. Hansen for \$12.50 per month. Also, mentioned that the tenant is to do all decorating and to install hot water tank or bath at his expense.

I do confirm that this is correct, which I understood from Mr. S. Omoto, who was the former tenant at above address. He had transferred the tenancy to Mr. W. Hansen starting from November 1st., and I have understood that Mr. Hansen is to remit monthly rent to your office.

As I have encumbrance with your company and now being without resources. I am unfortunate to fulfill my monthly payment, as I did till September last. However, I would be convinced, if you can arrange the rent collected and enter the partial payment from this to my account. The rent for this property is paid for this year amounting to \$65.00.

My suggestion is, I would prefer to have you administrate my estate and have your management to the extent that will suit your firm as well as for me.

I wish to know, if any adjustment is made to our property at 453 Powell Street, which I assume that the Custodian have already took preparatory measure with you.

Your early reply to this will be obliged, which I assure myself, that you will provide me with full consideration.

Yours faithfully,

"J. HORI"
per "H. Hori."

The Royal Trust Company

EXECUTORS AND TRUSTEES

626 PENDER STREET WEST

Vancouver, B.C.

EVACUATION SECTION

Rec'd FEB 4 1943

File No. 7252 & 7366

Ans. *Do not*

Refer to *Do not*

3rd February 1943.

ATTENTION MR. DOUET.

The Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
City.

Re: 453 Powell Street.
File 7252 & 1366

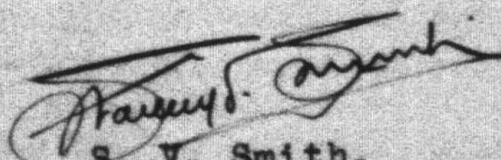
Dear Sir:

With reference to your letter of the
1st February, our Mr. Ray looked the building
over with one of our carpenters yesterday.

The main difficulty with the two storey
part of the building is that there is only one
chimney built on a bracket near the rear on the
east side. At least four of the front rooms have
no possible source of heat.

We noticed that the rear portion of the buildings
is all open wiring, done in an amateur manner, we
will have this looked over and include the cost of
necessary work in our estimates in due course.

Yours faithfully,



S. V. Smith.

Manager, Rental Department.

HLR.

P.S. A chimney here built from the ground would cost
approximately \$ 125.00.

M

7252

March 3, 1943

The Royal Trust Co.,
626 West Pender St.,
Vancouver, B. C.

Dear Sirs:

Re: HORI, Harue (Mrs. Zenya)

Referring to your letter of February 3rd, we have had our agent inspect the premises at 453 Powell Street and he reports that the work required is so extensive that it would be impossible to find anybody to rent the building and spend sufficient money on it to meet the City's requirements.

As you are vitally interested, being the holders of the Mortgage, we would appreciate your advising us if you have any ideas as to how to make this building self-supporting.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

File No. 7252

April 5, 1943

Memo for File

Re: HORI, Harue
(Mrs. Zenya)

In a telephone conversation with Mr. Smith of the Royal Trust Co. today, he is forwarding us a statement of the amount owing, showing that the Japanese has no equity in this property. He also stated that he would be willing to accept \$1000.00, less ~~than~~ the amount of the Mortgage to have it paid off.

As the property has been condemned by the City, they are going to write us to ask Mrs. Hori to give a Quit Claim deed to the property and if she refuses to do this they will ask for permission to foreclose.

GDM/GH

Smulson

7252

April 7, 1943

Mrs. Harue HORI,
Reg. No. 06838,
Slocan Extension, B.C.

Dear Madam:

Enclosed find copy of a letter we have received from the Royal Trust Co. in connection with your property at 453 Powell Street and we are writing to ask if you would be willing to quitclaim this deed to the holders of the Mortgage.

If you are not agreeable to do this, and we ascertain that the statement of the Royal Trust Co. is true that you have no equity in this property, we will have no other course to pursue but to allow them to start foreclosure proceedings.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Enc.

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

CABLE ADDRESS
"ROYALTRUST"

The Royal Trust Company

EXECUTORS AND TRUSTEES

626 PENDER STREET WEST

Vancouver, B.C.
#L.2472.

Attention Mr. Milson,
Your file #7252.

EXAMINATION SECTION	
Rec'd	APR 7 1943
File No.	
Ans.	<i>For</i>
Referred	<i>Milson</i>

6th April, 1943.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
Vancouver, B.C.

Dear Sirs,

re: 453 POWELL STREET, -MRS. ~~ELLA~~ HORI.

With regard to the above property, which is unrentable in its present condition, the Estate which holds the mortgage is not in a position to advance funds to have the necessary work done to comply with the requirements of the City Authorities and if it is impossible for Mrs. Hori to put up the money, we think that arrangements should be made to quit claim the property, in order that the Estate may be in a position to dispose of it. If arrangements of this nature cannot be made, the question of forcing the terms of the mortgage in order to protect the Estate's interest will have to be considered.

We shall be glad if you will take up this matter and advise us.

The indebtedness against the property, including tax arrears, is over \$3,000.00.

Yours faithfully,

G.R. Somerville
G.R. SOMERVILLE.
Manager Mortgage Department.

GRS/VET

File No. 7252

MEMORANDUM

To: Mr. Shears

April 13, 1943

From: Mr. Wilson

Re: HORI, Harue (Mrs. Zenya)

In regard to Lot 22, Block 41, D.L. 196 known as 453 Powell Street, this is an old building which has practically been condemned by the City.

We have had several people look at it with a view to fixing it up and making it rentable but the cost has been prohibitive.

The Royal Trust Co. hold a Mortgage for \$3000.00 and have stated that they would be willing to accept \$2000.00 cash in settlement. They are asking for permission to foreclose, which has been communicated to Mrs. Hori, with no response.

In order to save the cost of foreclosure would it be possible for the Custodian to issue a Quit Claim Deed on being satisfied that the Japanese has no equity?

GDH/GH

Wilson

*Herts
valued
for sale
Report to agent below*

996
7252

July 15th, 1943

Mr. & Mrs. Zenya HORI,
Reg. Nos. 06837 & 06838,
Slocan Extension, B. C.

Dear Sir and Madam:-

As you are aware, the property belonging to Mrs. Zenya Hori at 453 Powell Street, Vancouver, has been condemned by the City Authorities and it will, therefore, be necessary for us to remove therefrom the contents.

Together with other premises in this neighbourhood, we have had great difficulty in preventing house-breaking by local bad characters, and we regret that the office records, books, and papers stored in the small room on the lane at the extreme North end of the building have been rummaged around and disarranged. We are of the opinion that these records are not worth moving to storage and unless we hear from you promptly, they will be destroyed.

Yours truly,

H. P. Green
Protection Department

HFG:IF

G.B.S.

Should so advise D.A.S.
if no answer on other file

4/8/43

MEMORANDUM.

File #996
#7252 ✓

July 21, 1943.

TO: File

FROM: Mr. Spain

Re: Mr. & Mrs. Zenya HORI

2225 Dundas Street: No personal property was found at this address, and everything must have been removed prior to evacuation. *

453 Powell Street: All personal property was removed to the Custodian warehouse at 604 East Cordova Street as per Inventory on File #7252.

July 4/41

W. A. R. Powell

GBS/MFP

* His seems reasonable as declaration made in May. but evacuation not until October

to U.S. being declared at Dundas Street by either husband or wife.

EVACUATION SECTION	
Rec'd	JAN 18 1944
File No.	7252
Ans.	
Referred	

243 D Powell Street,
Vancouver, B. C.

January 18th, 1944

The Custodian's Office,
506 Royal Bank Bldg.,
Vancouver, B. C.


Dear Sirs:

Re: Your File No. 7252

On behalf of my client I herewith
submit an offer of \$1,000.00 cash for Lot 22,
Block 41, D.L. 196, known as 453 Powell Street.

My client has examined the property
and knows that it has been condemned by the
City as being unfit for habitation and if this
offer is accepted, he intends to bring the building
up to the City's requirements.

Yours truly,


Peter Hem

File No. 7252

MEMORANDUM

To: Mr. F. G. Shears

January 18th, 1944

From: Mr. G. D. Milson

Re: HORI, Harue (Mrs. Zenya)

Attached find offer from Peter Hem to purchase the building at 453 Powell Street.

You will note that the Royal Trust Co. holds a Mortgage on this property which now amounts to over \$3,000.00. The taxes are in arrears to the amount of \$250.00. Some time ago we gave the Royal Trust Company permission to foreclose but they have advised me that the property is not worth spending the necessary legal costs to obtain foreclosure. They have now advised me that subject to the approval of their Board that if we have an offer of \$1,000.00 they will accept this amount in full settlement of their Mortgage after paying the arrears of taxes amounting to \$250.00, viz., \$750.00.

As the Japanese has no equity in this property it was not included in our catalogue.

GDM/CH

(See memo on file of June 8th, 1943 giving full particulars of this property)

Forwarded Jan 21/44

G. D. Milson

Advertisement appearing in Vancouver Newspapers
on January 22, 24 and 25, 1944

Department of the Secretary of State
of Canada—Office of the Custodian
**REAL PROPERTY FOR SALE
BY TENDER**

The Secretary of State of Canada, acting in his capacity as Custodian, hereby offers for sale by public tender such interests as are vested in him in the following commercial, residential and unimproved properties situate in the City of VANCOUVER:

Lot 5, Block 43, D.L. 196, Group 1, New Westminster District, Plan 196, known as 626 Alexander Street, being an 11-room frame dwelling with store adjoining.

Lot 28, Block 51, D.L. 181, Group 1, New Westminster District, Plan 196, known as 165 East Cordova Street, being a 7-room, 2-storey house and garage.

North Half of Lot 1, Block 69, District Lot 185, Group 1, New Westminster District, Plan 92, known as 1901 Denman Street and 1808 Nelson Street, being house with store in front at 1901 Denman Street and house only at 1808 Nelson Street.

Lots 6 and 7, Block "R," District Lot 139, Group 1, New Westminster District, Plan 5532, known as 2995 West 12th Avenue, being a 6-room one and one-half storey frame dwelling.

Lot 198, Town of Hastings, except the South 8 feet, City of Vancouver, known as 2198 Yale Street, being a 7-room, 2-storey dwelling.

Lot 21, Block 60, D.L. 264A, Group 1, New Westminster District, Plan 383 and 1771, known as 1323 East First Avenue, being a 6-room, 2-storey house.

Lots 11 and 12, Block 23, Town of Hastings Suburban Lands, Group 1, New Westminster District, Plan 309A, known as 23 Renfrew Street, being a 6-room, 2-storey dwelling.

Parcel "B" of Lots 1 and 2 (reference plan 35), Block 73, D.L. 264A, Group 1, New Westminster District, Plans 391 and 1881, known as 1816 Cotton Drive, being a two-storey, seven-room frame dwelling.

Lot 26, Block 53, District Lot 196, Group 1, New Westminster District, Plan 196, known as 541 East Cordova Street, being a 2-storey, 8-room frame dwelling.

Lot "A" of Lots 7 and 8, Block 13, D.L. 302, Group 1, New Westminster District, Plan 5832, known as 304-316-320 West Fifth Avenue, being a one and one-half storey, 5-room frame dwelling and a 2-storey frame store with living quarters above.

Lot "B" of Lots 7 and 8, Block 13, D.L. 302, Group 1, New Westminster District, Plan 5832, known as 2109 Albera Street, being a one and one-half storey, 6-room frame dwelling.

Lot 3, Block 44, D.L. 181, Group 1, New Westminster District, Plan 196, known as 719 Alexander Street, being a two-storey frame dwelling used as a rooming-house.

Lot 5, Block 4, D.L. 196, Group 1, New Westminster District, Plan 184, known as 118-118 Main Street, being a 2-storey frame store building.

Lots 12 and 13, Block 35, D.L. 196, Group 1, New Westminster District, Plan 196, known as 306-308-310-312 Powell Street, being a 3-storey frame building with stores on ground floor and rooms above.

Lot 13, Block 4, District Lot 196, Group 1, New Westminster District, known as 257-257 1/2 Powell Street, being a 2-storey frame building with store front. On ground floor at rear there is a large tile bath house. Living quarters on second floor.

Lot 22, Block 41, District Lot 196, Group 1, New Westminster District, Plan 196, known as 455 Powell Street, being a 2-storey frame building.

Lot 12, Block 14, District Lot 264A, Group 1, New Westminster District, Plan 5104, known as 2204 Adams Street, being a 4-room frame dwelling.

AND

West Half of Lot 1, Block 11 of South Half of Lot 116, Group 1, Map 2223, New Westminster District, known as 3905 Union Street, Burnaby, being a single-storey frame dwelling.

Lot 10, Block 7 of Section 10, Block 3 North, Range 7 West, Map 249, Municipality of Richmond, in the District of New Westminster, known as 76 Chatham Street, Steveston, being a one-storey frame dwelling.

Lot 4B, Block 15 of Section 10, Block 3 North, Range 7 West, Map 249, District of New Westminster, known as 7th Avenue and Dyke Road, Steveston, being a 4-room wooden frame bungalow.

0.572 of an acre more or less of Lot 7, Block E of Section 11, Block 3 North, Range 7 West, Map 4350, as shown outlined red on Sketch No. 7873, Municipality of Richmond, in the District of New Westminster, known as No. 1 Road and Mencton Street, Steveston, being a 2-storey, 8-room dwelling.

Tenders for the purchase of such property interest vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of "The Custodian" for ten per cent. (10%) of the amount offered must accompany each tender.
4. Each tender must be in a separate sealed envelope addressed to "The Custodian," 509-10 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. Tender must be for purchase for cash.
6. All adjustments will be made at the date of conveyance.
7. Properties will be sold subject to existing leases and encumbrances, if any.
8. The Custodian reserves the right to cancel every accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance.
9. The properties are offered for sale without any warranty whatsoever by the Custodian 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.

Tenders will be received by the undersigned up to Noon, Daylight Saving Time, on the Twelfth Day of February, 1944. Further particulars may be obtained during office hours any day up to Noon on the eleventh day of February, 1944, and arrangements made with the undersigned to inspect the said premises.

DATED at Vancouver, British Columbia, this 22nd day of January, 1944.

THE CUSTODIAN,
509-10 Royal Bank Building,
675 West Hastings Street,
Vancouver, B.C.

File No. 7252 (Evac)

February 17th, 1944

MEMORANDUM TO THE FILE

RE: Advertisement Calling for Tenders to Mature
February 12th, 1944, and
453 Powell Street, Vancouver, B. C.

No bids offering to purchase the above property were received in response
to the above noted advertisement.

JF

7252 & 996

March 7th, 1944

The Supervisor,
B. C. Security Commission,
Slocan, B. C.

Dear Sir: **Re: HORI, Harue (Mrs. Zenya)**
 Registration No. 06838.

Will you kindly have Mrs. HORI appear before you in connection with her property at 453 Powell Street. The City have condemned this place as being unfit for habitation and we have had it valued by a competent appraiser, who placed a valuation of \$1,000.00 on the property.

At the present time there is over \$3,000.00 owing on the Mortgage and the arrears of taxes amount to over \$250.00. We have taken up the matter of the Mortgage with the Royal Trust Company, who are agents for the Snyder Estate, the holders of the Mortgage, and the Trust Company have intimated to us that they would release Mrs. HORI from the personal covenant if she would grant them a Quit Claim Deed. In this connection we would also point out that Mrs. HORI's husband, Zenya HORI, is the guarantor and he would also be released from his guaranty.

The only other alternative was to give the Royal Trust Co. permission to foreclose, which we have already done, and if the Court gives them possession of the property they can advertise it for sale and the difference between any amount they receive and that owing on the property can be held against Mrs. HORI and her husband. As Mr. HORI also has an interest in property at 2225 Dundas Street, the Royal Trust Co. can sue him under his guaranty and tie up any interest that he may have in this property.

From the above you can see that if Mrs. HORI would be willing to give this Quit Claim Deed she and her husband would be released from a liability of about \$2,200.00.

(Over)

ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

CABLE ADDRESS
"ROYALTRUST"

The Royal Trust Company

EXECUTORS AND TRUSTEES

626 PENDER STREET WEST

Vancouver, B. C.,

8th August, 1944.

L.2472.

EVACUATION SECTION	
Rec'd	AUG 7 1944
File No.	996
Ans.	7252
Referred	Mulson

out to you

Department of the Secretary of State,
Office of the Custodian,
Administration Department,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings & Granville Sts.,
Vancouver, B. C.

Dear Sirs:-


re: #453 POWELL STREET -
MRS. HORI MORTGAGE
YOUR FILE NO. 996. 7252

Referring to our letter of the 6th June, our principals have now agreed to accept a Quit Claim covering the property at #453 Powell Street and to release Mr. & Mrs. Hori from their covenants in respect of the mortgage.

We therefore enclose Quit Claim Deed in duplicate for execution by Mrs. Hori and your approval. If Mrs. Hori is still willing to Quit Claim please have both the original and copy signed and returned to us for execution on behalf of the Snyder Estate; the copy will then be returned to you for Mrs. Hori.

We believe Mr. and Mrs. Hori left some goods in storage in one of the cabins and no doubt you will arrange to have them removed.

Yours faithfully,


G. R. SOMERVILLE,
Manager Mortgage Department.

GRS/MC
Encls.

File No. 7252

MEMORANDUM

To: Mr. Green
From: Mr. Wilson

September 7th, 1944

Re: 453 Powell Street.

In connection with the property at 453 Powell Street which has been quitclaimed to the Royal Trust Company, I understand that the building has been boarded up, but the Royal Trust Company advise me that there are some chattels on the premises belonging to the MORIS.

GDM/GH

Please get file & investigate
[Signature]

NAME HORI, Zouya
HORI, Haruo (Mrs. Zouya)

REGISTRATION NO. 06837
06838

FILE NO. 996
7252

The following chattels were sold by public
auction at 992 Powell St., Vancouver on August 23, 1944.

Show case (top gone)	\$ 11.50
Counter Show case	0.35
5 Small cases	2.25
2 Glass Windows	0.40

Total	(Auctioneer's Fee \$ 1.45	\$ 14.50
Less Expenses:	(Advertising 0.33	\$ 6.32 249
	(Movings 0.72	
Net Proceeds Credited:	22.47	\$ 23.65 12.01

Members of Custodian Staff Present. Mr. Wells
Extracted from Auctioneering List No. Vancouver 30.

Remarks not listed on Inventory

NAME NOEL, Zanya
NOEL, Haruo (Mrs. Zanya)

REGISTRATION NO. 0637
0638

FILE NO. 976
7232

The following chattels were sold by public
auction at 992 Powell St., Vancouver, B.C. on September 13, 1944.

Counter

\$ 0.50

Total

\$ 0.50

Less Expenses: { Auctioneer's Fee: \$0.05
 { Advertising: 0.01
 { Moving: 0.04

\$ 0.10

Net Proceeds Credited:

\$ 0.40

Members of Custodian Staff Present. Mr. Mills

Extracted from Auctioneering List No. Vancouver 31

Remarks.

MEMORANDUM

File No. 7252

September 14th, 1944

Inc. Pherson

TO: FILE

FROM: Mr. Spain

Re: Mrs. Harue HORI
453 Powell St.

All chattels at the above address have been moved
or shipped to Harue HORI.

Nothing remains on the premises except waste paper
and rubbish.

Geo. B. Spain

GBS/MHG

Geo. B. Spain.

File No. 7252

MEMORANDUM

To: Mrs. A. G. McArthur

May 26, 1945

From: Mr. G. D. Milson

Re: 453 Powell Street
Lot 22, Blk. 41, D.L. 196.

Referring to Mr. Good's memorandum to you of May 10th, we agreed to give the Royal Trust Company permission to foreclose provided that we received a valuation from a competent appraiser which would show that the Japanese had no equity in the property. This appraisal was paid for by the Royal Trust Company. They also paid the insurance on the building.

The Trust Company were loathe to go to the expense of foreclosing as they were involved to the extent of \$3,300.00 already and the property was appraised at \$1,000.00. They then wanted a Quit Claim deed from the Secretary of State, but Mr. Wright would not recommend this without the property being advertised. This was done and a further appraisal was obtained. Subsequent to this we received a Quit Claim Deed from Mrs. Harue HORI so it was not necessary to apply to Ottawa for it.

Under the circumstances, it would appear that the overdraft of \$15.40 will have to be charged to Administration unless I can obtain the amount from Mrs. HORI. I am writing Mr. and Mrs. HORI today asking them to send us a remittance or authority to charge the amount against one of their accounts at this office.

G. D. Milson

GDM/GH

Kelley Dine

Nov. 16. 1945.

Dear Sir:

We Have received the Letter and the check, which the sum of
\$69.45. No. Can. 825527. Thank you very much.
Just the line to say that it has arrived here safe.

Yours truly

Harue Hori
Mrs. Harue Hori
Reg. No. 06838

Prudential Ins Co

EVACUATION SECTION	
NOV 19 1945	
File No.	2252
App.	<i>[Signature]</i>
Entered	<i>[Signature]</i>

July 18th, 1947.

REGISTERED MAIL

Mr. Zanya HORI,
Registration No. 06637,
2462 Wallace Street,
Regina, Sask.

Dear Sir:

As indicated in our letter of the 5th instant, in which we asked that you forward the Royal Canadian Mounted Police radio receipt, we are now reviewing your file and account so that we may make a brief report of your affairs that have come under our control.

It is noted that you had a one-ninth interest in property at 2225 Dundas Street, Vancouver, B. C., known as Lot 14, Block 21, District Lot 184, Plan 178. This property was sold as at August 28th, 1944, yielding for your share \$102.65, which amount was credited to your personal account. You were later advised of this sale and given a statement of the account.

As advised you, your radio was sold netting \$42.65 which amount was placed to your credit.

A refund from B. C. Electric Railway Co. of \$2.00 in respect to 453 Powell Street was received in re gas and electric light deposit and was credited to your personal account although this property was in the name of your wife.

A charge of \$15.40 was made against your personal account in respect to 453 Powell Street, the amount being made up as indicated in our letter of May 26th, 1945, and authorized by you.

We are enclosing herewith a statement of your personal account showing a credit balance of \$131.90 which amount we shall consider forwarding to you on receipt of the R.C.M.P. radio receipt above referred to.

It is therefore to your interest to forward the receipt so that we can take action as above noted.

Awaiting an early reply, we are,

Yours truly,

B. R. Dusenbury,
Office of the Custodian.

BRD/P.

Encl.

996 & 7252.

July 19th, 1947.

Mr. and Mrs. Zoya HORT,
Registration Nos. 06837 & 06838,
2462 Wallace Street,
Regina, Sask.

Dear Sir and Madam:

Re: Chattels.

In reviewing your files in respect to Chattels declared by you or otherwise revealed we have found the situation rather confusing as your declarations were made some time before you were evacuated. This and the fact that your son, Hideo, was disposing of certain items from time to time makes our record indefinite as to ultimate disposition of all of them. It is thought that some considerable quantity of them was shipped out to you by him without our knowledge and hence of which we would have no record.

However, our records show that certain items that came under our control were sold by Auction Sale for your joint account and so credited to our books. We are enclosing a statement showing this amount, namely, \$12.41, and also copies of 2 auction sheets representing said amount. As this is the full amount in your Joint Account we are attaching our cheque for \$12.41 so that we may close out this amount on our books.

Kindly acknowledge receipt in due course.

Yours truly,



B. R. Dusenbury,
Office of the Custodian.

BRD/P.
Encl.

16th March, 1949.

Mrs. Marue HORI,
Regn. No. 06838,
2462 Wallace Street,
Regina, Sask.

Dear Madam:

There is a small amount of money lying to the credit of "H. Hori" in the Japan & Canada Trust Savings Co. account, which amount might belong to you.

We have no means of identifying as the only information given by the Japan & Canada Trust Co. is the initial "H". If this money belongs to you, would you please give us all the information you can regarding this account.

Yours truly,

HA

Office of the Custodian.

Zeigra & Harvey HORT

File No. 996 & 7252
Reg. No. 06837 & 06838

1944	<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
	September 26	Proceeds Auction Sale	\$	\$ 12.01	
	October 10	Proceeds Auction Sale		.40	

	<u> </u>	<u> </u>
\$	.00	\$ 12.41

CR \$ 12.41

File No. 7252
Reg. No. 06838

Harue HORI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 February 8	Land Registry Office - Certificate of Encumbrance	\$ 1.00	\$	
June 16	Johnson, Reeve & Watson - fees for appraisal of 453 Powell	5.00		
1944 February 8	Advertising property for sale	9.40		
1946 October 9	Transfer of funds to cover overdraft from file 996		15.40	
		<hr/> \$ 15.40	<hr/> \$ 15.40	
				<u>NIL</u>

Accounting Department
July 21st, 1947

