

8279

REAL ESTATE

BUREAU POWELL STREET

FILE NO. 8279

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: YADA, Shige (Mrs. Genya)

HOME ADDRESS: 3390 E. Hastings St., Vancouver, B. C.

REGISTRATION NUMBER 04346 SEX: Female AGE: 59

OCCUPATION: 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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Genya

ADDRESS OF WIFE OR HUSBAND: 3390 E. Hastings St., Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: Genichiro (M) Genji (M) Hideo (M)

ADDRESS OF CHILDREN: Same as above, except Genji, used to live at 1907 Odium Dr. Vancouver.

AGE OF CHILDREN: 34 yrs. 32 yrs. 20 yrs.

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

1. LOCATION AND DESCRIPTION: 1017 W. 7th Ave.,
~~3390 E. Hastings St.~~, Vancouver,
half interest. Other half owned by Koma Uyesugi, in Japan.
Apartment House.

2. BUILDINGS AND OTHER IMPROVEMENTS: Apartment house. 32 rooms

3. INSURANCE (Give particulars; state where policies are) \$1500.00, Name of Company
unknown. Details from Administration & Trust Co. 404 Hornby St.
Vancouver, B. C.

4. TAXES (Amount and where payable) About \$90.00, Paid at City Hall, for 1941.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) \$750.00
Mortgage held by Administration & Trust Co. 404 Hornby St.,
Vancouver, B. C.

6. OCCUPANCY AND LEASES (If vacant so state) ~~apartment~~ Custodian to look
after the running of the apartment.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Administration & Trust Co., 404 Hornby St., Vancouver, B. C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Administration & Trust Co., 404 Hornby St., have mortgage on property.
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:

Located in basement room at 3390 E. Hastings St., about \$200.00

worth of tools, to be taken care of by J. T. Stephens, the new

tenant.

None

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: None
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____
None
7. 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 9th day of May 1942.

A. J. MacArthur

Witness

(Signature)

矢田 計

FOR DEPARTMENTAL USE

8279

INFORMATION FROM R.C.M.P.

Date May 28/43.

Our File No. 8279

Full Name KADA, (Shige) Mrs. Genya.
(Surname in Block Letters)

Registration No. 04346 Male - Female ☒
(check)

Age Aug. 4, 1883.

Former Address 3390 E. Hastings St. City

Date Evacuated May 11/42 Naturalized - Canadian-Born - National ☒
(check)

Present Address Bridge River B.C.
D'Amey, B.C. (Aug 28/47 R.C.M.P.)

☒ Married - Single
(check)

Name of Wife -

Name of Husband Genya # 07140

Name of Mother TERAMURA Name of Father TERAMURA

Names of Children under 16 Mume (dead) Toshiichi (dead)

Requested by ECY Registered with Custodian -
(Yes or No)

Additional Information -

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Shigerharu Yada

File No. 8279

Reg. No.

Agency Vancouver

Company Crown

Policy No. 243476

Premium - \$33.53

Payable: ^X Annually, Semi-annually or monthly

Month April Day 4

REMARKS: Participating

2396 East 41st Ave.,
Vancouver, B. C.

Dec. 12, 1949.

Dear A. B. McArthur: -

I acknowledge the receipt of the cheque
of ~~\$76.~~ \$976.23 in which being one-half of the net
proceeds which has been transferred from Mr.
Uyosugi account to my own.

This I understand closes my account
with the Custodian. Thank you.

EVACUATION SECTION	
Rec'd	DEC 14 1949
File No.	8279
Ans.	
Referred	

Yours truly,
Hideo Yada
Shige
(per) Hideo Yada.

December 9, 1949.

REGISTERED MAIL

Mrs. Shige Yada,
Registration No. 04346,
2396 East 41st Avenue,
Vancouver, B. C.

Dear Madam:

Re: Your Account with the Custodian.

This is to advise you that the claim made in your letter to this office dated April 1944 that you were entitled to the full amount of proceeds from sale of 1017 West Seventh Avenue has now been confirmed by Mr. Komakichi Uyesugi.

The amount of \$796.23, being one-half of the net proceeds, has been transferred from Mr. Uyesugi's account to your own and we now enclose Custodian cheque in this amount drawn in your favour.

Would you kindly acknowledge receipt of this cheque using the envelope enclosed for your convenience.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC
Enc. cheque \$976.23
envelope

Enemy 285
8279

December 2, 1949.

Mr. Genchiro Yada,
3225 West 41st Avenue,
Vancouver, B. C.

Dear Sir:

Re: Proceeds from sale of 1017 West 7th Avenue.

We enclose herewith copy of a letter received from Mrs. Shige Yada in April 1944, which indicates the possibility that Mrs. Yada should be credited with the full amount of the proceeds from sale of the above-described property. As we advised Mrs. Yada at that time, in the absence of proof to the contrary, we divided the funds in accordance with the Certificates of Title which showed Mr. Uyesugi and Mrs. Yada to have an undivided one-half interest each.

Unless Mrs. Yada is now able to furnish proof of the position as set out in her letter, we will deal with the funds as being owned in equal shares and would suggest that if there are any adjustments to be made, Mr. Uyesugi and Mrs. Yada may settle the matter between themselves.

If you have authority to speak for Mrs. Shige Yada, kindly advise us in this connection at once.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC
Enc. copy

Enemy 285

March 7, 1949.

K. W. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

Dear Mr. Wright:

Re: Komakichi Uyesugi

We enclose a copy of a letter received today
and would be pleased to receive your instructions concerning
same.

Komakichi Uyesugi returned to Japan on
November 15, 1941, on the last boat leaving Canada prior to
the war. There is a free credit in his account of \$7,222.91.
Half-yearly life insurance premiums in the sum of \$135.85 are
being paid from this account, the beneficiary being
Matsu Uyesugi, wife, in Japan.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC
Enc. copy.

March 7, 1949.

Mrs. G. Yada,
D'Arcy, B. C.

Dear Madam:

Re: Komakichi Uyesugi

Your enquiry concerning the above-named Japanese person has been received.

This office is not in a position to advise you concerning the return of your father to Canada and we are, therefore, forwarding your letter to the Department of the Secretary of State in Ottawa for attention.

We may inform you that there are funds held to the credit of the account of Komakichi Uyesugi.

Upon receipt of instructions from Ottawa we will advise you further.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC

COPY

D'Arcy, B. C.
March 5, 1949.

Dear Sir;

My father, Komakichi Uyesugi, who was formerly a president of the Cartwright Lumber Co. Ltd. had taken a short trip to Japan in 1941. When he left Vancouver he had bought return fare but in the meantime war started and he was unable to return to Canada. He had written to me several times to make an arrangement for his return. I am sure he must have some money under your care so I would be very much appreciated if you would buy his fare for his return. Would you kindly let me know if you can do this for me.

His Registration No. 6224
Naturalisation No. 9465 Series E.

I am waiting for your kind reply, Thank you.

Yours very truly,

"G. Yada (Mrs.)"

C O P Y

CROWN LIFE INSURANCE CO.

Copy for file 8279

September 11th, 1947.

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

Dear Sir:

RE: Your File #2846 - Genya YADA

As requested in your letter of August 28th,
we would advise that the Company's cheque for \$771.69, to the
order of Shige Yada, in payment of the claim under the above
has now been released to Mrs. Yada.

Yours very truly,

"H. W. E. Hammond"

H. W. E. HAMMOND,
Branch Secretary.

HWEH:DM

8279

May 4th, 1944.

Mrs. Shige YADA,
Registration No. 04346,
Bridge River, B. C.

Dear Madam:

RE: 1017 West 7th Avenue, Vancouver
B. C.

We thank you for your letter of the 28th April,
and have noted carefully what you say.

In the circumstance, the only thing we can do
is to split the proceeds of the sale of the property fifty-
fifty, which means that Koma UYESUGI'S account is being
credited with \$1406.92, and your account with a similar
amount. From your account, however, will have to be deducted
the amount we paid to clear up your mortgage, namely \$786.25,
plus \$67.50 interest, which we paid in August last, this
leaves you with a credit balance of \$553.17, and this amount
is available to you in the usual manner, subject to agreement
by the B. C. Security Commission.

As far as we can see from your file, there are no
claims against you, but you might please confirm this.

Yours truly,

P. Douet,
Administration Department.

PD/ML
C.C. to B. C. Security Commission.

MEMORANDUM

To: Mr. B. Good

May 3rd, 1944

From: Administration Dept.

Re: YADA, Shige (Mrs. Genya)
UYESUGI, Koma (In Japan)

With reference to our conversation of this morning in connection with the sale of the property owned by the above, there is at present a credit balance in the joint account of:

	\$1963.60
to which should be added:-	
Interest payment	67.50
Final Mortgage payment	<u>786.25</u>
making a total of	\$2817.35
less amount mentioned by Mr. Reed this afternoon	<u>3.50</u>
leaving	<u><u>\$2813.85</u></u>

The above amount should be split fifty-fifty, which will leave \$1406.92 and \$1406.93 in the respective accounts.

As Mrs. YADA raised a Mortgage for \$1500.00 on her portion of the property and the Mortgage charges and Interest mentioned above are debitable to her, this amount should be deducted from her account only, leaving her account with a credit balance of \$553.17.

We have discussed this matter with Mr. Peers who is in agreement with the above.

P. Douet.

PD/GH
c.c. Mr. Peers.

1963-6

Mrs. Shige Yada,
Bridge River, B. C.
April 28th, 1944

File No. 8279
Int. 285

EVACUATION SECTION	
Recd	MAY 3 10AM
File No	8279
Ans	
Referred	Donet

Mr. P. Donet,
Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville Sts.,
Vancouver, B. C.

Dear Sir:-

Please accept my apology for not answering this letter soon, as I was visiting Tsanme, B. C. I will now reply your answer to your letter of March 29th.

As you have said that this property is under the name of Mr. Koma Uyesugi and myself, the reason is around fifteen years ago I borrowed a money from him, this is why I put his name on my property, but I paid the money which I borrowed back to him six years ago, so he has no share whatsoever on my property now, and my husband and Mr. Koma Uyesugi is cousin and my first sons, wifes father and I didnot intend to sell my property at all, so under these circumstances I didnot take out his name from my property nor ~~I didnot~~ ~~not~~ any receipt for the money which I paid him back six years ago.

As you know Mr. Koma Uyesugi, has left this country several years ago, as he was sick but he was operating the Cartwright Lumber Company at First Avenue and Main Street before the war. I expect him to come back right away soon as he got well but on account of the war happening he could not come back, so as Mr. Koma Uyesugi is not here I cannot do anything about this share on my property at present.

I think this case will have to be settled after the war with Mr. Koma Uyesugi and myself. Please understand and try your best for me to settle this money for meantime.

Please let me know how you are going to keep the money. I thank you.

Yours Truly, S. Yada

8279
Int. 285.

March 29th, 1944.

Mrs. Shige YADA
Reg. No. 04346,
Bridge River, B. C.

Dear Madam:

With reference to yours of March 6th, will you please note that our letter of March 6th advising you of the net proceeds from the sale of the property at 1017 West 7th Avenue, was only intended to advise you of the sale price and expenses in connection with the adjustments - \$1,859.80 has of course to be divided into two accounts, one for Koma UYESUGI, who according to our records has an undivided one-half interest in the property with you, and the other for yourself. However, the Mortgage which you and Mr. YADA had in connection with this property will have to be deducted from your share of the proceeds so that your share of the proceeds will be only in the neighbourhood of \$500.00

We understand Mr. UYESUGI left this country several years ago and it may be that as you took out a Mortgage on the whole property, that you have some document stating that this property was handed over to you by Mr. UYESUGI and if this is the case and you will forward such evidence to us the whole matter will be reviewed by this office.

Until we hear from you we will refrain from forwarding any funds and to facilitate your early reply a stamped, addressed envelope is enclosed.

Yours truly,

P. Doust,
Administration Department.

PD:AM
Encs.

8279
Int. 285

March 6, 1944.

Mrs. Shige YADA,
Registration No. 04346,
Bridge River, B. C.

Dear Madam:

Re: Catalogue No. 361
1017 West 7th Avenue
B1/113/225/526

Please be informed that 1017 West 7th Avenue has been sold
as of December 14, 1943 for the sum of \$3,400.00 which is equal to or in
excess of the value attached to these premises by an independent appraiser.

Rents, less expenses, up to the mentioned date have been credited
to your account and adjustments of unearned taxes and any insurance premiums
have also been credited to you.

The net result of the sale is as follows:

Sale price		\$ 3,400.00
Less Real Estate Agent's Commission @ 5%	\$ 170.00	
" Allowance for repairs	300.00	
" 1943 taxes and arrears	216.45	
" Payment of mortgage	786.25	
" 1½ years interest on mortgage	67.50	
	<u>\$1540.20</u>	<u>1,859.80</u>
Net credit to your account		<u>\$ 1,859.80</u>

These funds are available to you in the usual way.

Yours truly,

George Peters,
Administration Department.

GP:ED

cc to B. C. Security Commission.

PACIFIC 3471

VANCOUVER, B.C. Jan. 12th 1944

EXECUTORS

ADMINISTRATORS

ESTATE AGENTS

RENTAL AGENTS

GENERAL TRUSTEES

MORTGAGES

REAL ESTATE

Office of the Custodian,
Royal Bank Building,
CITY.

IN A/C WITH

Administration and Trust Company

CREDIT FONCIER BUILDING

404 HORNEY STREET

P.L. 589

AGENTS

The Liverpool and London
and Globe Ins. Co.

The Liverpool-Manitoba
Assurance Co.

The General Security
Ins. Co. of Canada

Imperial Insurance
Office

Royal Exchange
Assurance

National Provincial
Insurance Co.

The Globe Indemnity Co.

re Mortgage - G. & S. Yada to J.R. Ross
E. 1/2 of Lot 13, Bk. 295, D.L. 526.
1017 W. 7th Ave. - Your File No. 8279 & Int. 285

To Principal

\$750.00

To Interest @ 6% from Aug. 15/43 to
Feb. 15/44 - half year

22.50

To Bonus - 3 monyhs Interest on overdue
Mortgage

11.25

To Discharge of Mortgage

2.50

\$786.25

0279/1. 205

December 14th, 1943

Messrs. Campbell & Pemberton,
506 Crowe Bldg.,
615 West Pender Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 361,
1017 East 7th Avenue

This will acknowledge receipt of your letter of the 2nd instant in which you advise that your clients are prepared to revise their former bid and now offer to purchase the above property for the sum of \$3400.00. We also acknowledge your certified cheque for \$3,000.00.

This is to advise you that we are prepared to recommend the acceptance of this offer.

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the purchaser is a British subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you after which the documents will be submitted for registration.

The tenant will then be advised that the property has been sold, subject to the existing tenancy, and your clients will then be in a position to assume control of this property.

Yours truly,

F.G. Shears,
Director.

FGS/AN

8279

30th November, 1943.

Messrs. Campbell & Pemberton,
506 Groun Building,
615 West Pender Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 361
1017 West 7th Avenue

With reference to your letter of October 28th and further letter of November 23rd and the conversation which you have had with us over the telephone.

In regard to the sale price of this property, as previously advised, we are not in a position to refer this matter for consideration unless you are prepared to offer a sum of not less than \$3,400.00.

We note that your clients are the present tenants, Choy Fai and Toy Wong and that these parties paid \$1,000.00 consideration for an assignment to them of Yada's lease to E.J. Baron under which at least \$600.00 was to be spent in plumbing and electric and other alterations to meet the requirements of the City.

This was to be recovered in the adjustment of the rent at \$25.00 per month for two years. In view of the fact that only one year has elapsed we are prepared to give consideration to an allowance of half this sum, namely \$300.00, if they offer to purchase the property at not less than \$3,400.00 and the sale is consummated on this basis.

We are prepared to do this in view of the evidence which you give showing that a considerable amount in excess of the \$600.00 has actually been spent and that a large part was structural repairs which had improved the value of the building at the time of its appraisal.

If you are prepared to make a firm offer for cash in line with the price mentioned we will submit it for approval and if approved will subsequently make the adjustment of \$300.00 referred to in this letter.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

PEMBERTON
REG. PACIFIC 5404

PROPERTY MANAGEMENT
MORTGAGES

Campbell & Pemberton

REAL ESTATE AND FINANCIAL BROKERS

Telephone Pacific 9695

506 CROWN BUILDING,
515 WEST PENDER STREET.

VANCOUVER, B. C.

FRANK G. CAMPBELL
REG. BAYVIEW 27501

INSURANCE EVACUATION OPERATION	
Rec'd	OCT 29 1943
File No.	8279
Ans.	✓
Preferred	Handwritten signature

October 28, 1943.

The Custodian,
Department of the Secretary of State,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Attention Mr. F. G. Shears
Director.

Re- Catalogue No. 361
1017 West 7th Avenue
Your File No. 8279

We have for acknowledgment your letter of the 23rd inst., and the enclosure of a certified cheque in amount of \$235.00, representing deposit made by our clients Choy Pai and Toy Wong, made in connection with an offer to purchase the above property. With regard to your advice that you will not be interested in any sum less than \$3,400.00, we would like to draw your attention to the following points for your consideration.

Our clients in this matter are the present tenants of the building, holding tenancy by virtue of an Assignment of a lease to E. J. Barron completed in November, 1942. In view of certain representations made to us by our clients, on advising them of the contents of your letter of the 23rd inst., we have discussed this property with H. D. Campbell's office, Agent for your office, and have obtained the following information.

Apparently this property was the first of a series of properties which Mr. Barron leased from your office, the rental being \$70.00 a month, less allowance by your office towards repairs of \$25.00 a month. In view of the subsequently set rentals of the suites, the gross amount of which is approximately \$130.00, this rental of \$70.00 was excessive as the overhead of operating the property, including water taxes, light, gas, fuel, janitor services, etc., could result in nothing but a net loss. It would seem that Mr. Barron, who had raised the rentals without authority of the Rental Control Board, anticipated trouble in that connection and disposed of it to our present clients.

The Assignment of Lease will show that Mr. Barron received \$1,000.00 consideration for the said Assignment from our clients,

The Custodian, (Continued)

October 28, 1943.

this amount to indemnify Mr. Barron for the cost of improvements already effected by him and his time and trouble in superintending same. The amount actually spent by Mr. Barron was estimated in the neighbourhood of \$800.00 and all accounts for such work were to have been paid by Mr. Barron. Subsequently it developed that all accounts were not paid and our clients had to settle the outstanding amounts. In addition to this all the work required by the Health and Building Departments of the City had either not been complied with or the work done not entirely satisfactory. The result of this was that our clients' costs over and above the \$1,000.00 paid to Mr. Barron, amounted to over an additional four hundred some odd dollars.

The building could not possibly have been appraised in its "condemned for human habitation" condition prior to the present improvements being done at anywhere near the assessed value of \$2,785.00.

While we are prepared to admit that the building could possibly be appraised as high as \$3,400.00 at the present time, we have to point out that the allowance made in rental was inadequate in that it only amounted to \$600.00 in the form of a monthly allowance of \$25.00 for two years. This represents less than half the actual expenditure. In addition, the rental which no doubt affected the appraisers valuation, is definitely excessive at \$70.00 a month.

What we particularly wish to draw to your attention is the fact that our clients at least are entitled to the full \$600.00 allowance for improvements of which, in view of the fact that there has only ensued twelve monthly allowances of \$25.00 or \$300.00 in all since the completion of the lease, there is still \$300.00 due them and it should be credited against the purchase price.

On the present basis of appraisal this would reduce your asking price to \$3,100.00 and we feel that if a proper rental was used as a factor in appraisal, our clients offer of \$2,850.00 could be considered a very satisfactory one.

Will you be good enough to reconsider your advice to us in the light of the above information and advise us as to your decision in the matter.

Yours truly,

CAMPBELL & PEMBERTON.

Per. J. G. Campbell

Valuation \$3300
Com \$3400
offer \$2850

Administration and Trust Company

British Columbia Division

Executors, Administrators,

Trustees

Financial Agents

Rentals Real Estate

Insurance

Fire, Casualty, Automobile

Plate Glass, Bonds

General Agents

The Liverpool, Manchester & Co. Company

The General Security Ins. Co. of Canada

Credit Foncier Building
404 Hornby Street

Vancouver, B.C.

May 27, 1943.

EVACUATION SECTION	
Rec'd	MAY 28 1943
File No.	
Ans.	
Referred	<i>Specting</i>

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

Dear Sir:

Attention Mr. P. Douet

Re 1017 West 7th Ave.,
Shige Yada - File #8279

Enclosed we beg to hand you Rental Statements in connection with this property covering the period to November 30, 1942 and from December 1, 1942 to date. The former shows the amount advanced by the Mortgagee for repairs, the net amount being \$366.55. The latter covers the period to date and shows the Mortgagee reimbursed to the amount of \$235.05, leaving a balance due of \$131.50.

When we took over the management of this property the Japanese tenants were considerably in arrears and you will note we were only able to collect \$35.00 before they were evacuated.

The Lease to E. J. Baron was transferred to Choy Poy and Toy Wong by an Assignment dated the 15th of February, 1943, and approved by your Department.

There is now a dispute over a matter of water rates arrears amounting to \$16.15 covering the period from December 5th,

Office of the Custodian

- 2 -

1942 to February 5th, 1943, left unpaid by Baron. The new tenants have paid the account and want credit for this on their rent, having been advised by Mr. Messenger of Mr. H.D. Campbell's office that they are not responsible for the payment. We have been in touch with Mr. Messenger and he informs us that there is no hope of recovering this from Mr. Baron and we should make the allowance to the Chinese. Apparently Baron has given a lot of trouble and we are fortunate the amount is not considerably more. The Water Rates Dept. advise us that the rates are now being paid promptly and there are no arrears.

We would like to have your authority before crediting the present tenants for the amount disbursed for these water arrears. M

Receipted accounts for repairs and water rates are attached to our statements. In future, a monthly statement will be rendered at the time we report on other properties under our management.

Yours truly,

ADMINISTRATION AND TRUST COMPANY,

Per. *A. Jackson*

GJ/C.

Encl.

P. S. Kindly forward us a supply of Rental Statements and Agents' Summary. M

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

Your File No. 8279.

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

Attention Mr. F. G. Shears:

Dear Sirs:

Re- Shige YADA,
1017 West 7th Avenue

Further to Mr. Messenger's recent conferences with Mr. Shears and Mr. Wright in connection with the Assignment of leases held by Mr. E. J. Baron, in main to Walter D. McNeill and Associates, and in particular reference to the above property which was not included in these assignments but by verbal consent of Mr. F. G. Shears on the 12th inst. was to be assigned to clients of Mr. Peter Ham, I am now enclosing herewith, in quadruplicate, Assignment of the lease of the above premises to Choy Pai and Toy Wong, both of 517 Carrall Street, Vancouver, B. C.

It is to be noted that the Assignees agree to all the conditions, requirements, etc., outlined in the Indenture of Lease, dated the 28th of October, 1942.

The following information will serve to acknowledge Mr. K. W. Wright's letter of the 5th inst. under Enemy Alien File No. 285.

The City requirements in connection with this building have been almost entirely completed. On checking with the Contractor on Saturday, the 13th inst., I was advised that the work was entirely completed with the exception that the shower heads were waiting installation for the hardening of certain cement poured and not yet sufficiently hardened. As the work had not been entirely finished, no account had been submitted by B. J. Moyle who had sub-leased the plumbing contract. An account for all work to date with an estimate of the further work was obtained from Mr. Moyle, which he agreed to accept in full payment of the job, amounting to \$322.69.

A mutual arrangement was entered into between W. D. McNeill and E. J. Baron as to the settlement of this account. The reason for it not being paid immediately was the request of the Assignees who wished payment withheld until they were satisfied that the work was satisfactory. I am enclosing herewith copy of

Rec'd FEB 16 1943
File No. 8279
Ans.
Referred

February 15, 1943.

Rec'd FEB 18 1943
File No.
Ans.
Referred

Your File No. 8279.

-2-

February 15, 1943.

Office of the Custodian, (Continued)

Mr. W. D. McNeill's undertaking and guarantee to settle the account immediately on receiving an O.K. from Choy Pai and Toy Wong.

The following are the approximate figures expended on improvements and repairs to this building:

Plumbing Material and Labour by E. J. Moyle	\$ 322.69
Additional Plumbing Supplies and Fixtures from Max Goldberg and paid for	112.00
Papering, Decorating and Carpentry Work	235.00
Fumigating	85.00
Total	\$ 754.69

It will be noted that this total of roughly \$754.00 is in excess of the amount of the allowance granted under the lease of \$720.00 for repairs - \$30.00 a month for twenty-four months. On the face of it your allowance would appear to be very well estimated and justified.

It will be noted from the Assignment of Lease that the consideration paid by Messrs. Choy Pai and Toy Wong to E. J. Baron is \$1,000.00, Mr. Baron thereby realizing approximately \$245.00 for his investment in repairs, etc., and supervision of the work which would certainly not appear to be unreasonable.

I am also enclosing for your records, copy of the receipt from E. J. Baron to Choy Pai and Toy Wong for the consideration under the Assignment.

Will you be good enough to have the consent clause to the Assignment of this lease completed by Mr. F. G. Shears and three copies returned to me.

Yours very truly,

H. D. CAMPBELL.

Per

[Signature]

RCM:JM
Encl.

*3 copies
H. D. Campbell
H. D. Campbell*

475.00

O
P
Y
Vancouver, B. C.
February 13th 1943.

Mr. E. J. Baron,
1225 West 7th Avenue,
Vancouver, B. C.

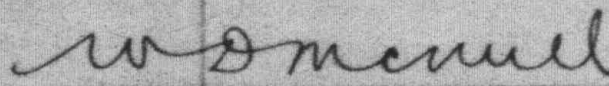
Re - Your Assignment of Lease to the
Premises at 1017 West 7th Ave.

Dear Sir:-

In consideration of the return to me of two notes of \$100.00 each payable at thirty and sixty days respectively dated February 10th 1943 drawn by myself payable to you and the amount of Sixty Dollars (\$60.00) cash, all of which I hereby acknowledge received by myself, I hereby undertake and guarantee to settle in full the account submitted by B. J. Moyle, Plumbing Contractor, in respect of the work on the premises at 1017 West 7th Avenue, Vancouver, B. C. in amount of \$322.69, which account covers in full work contracted for with him either completed or in the course of completion and all material required.

I further undertake in consideration of the above to the Assignees Choy Pai and Toy Wong of your lease to the above premises that I will not settle the account of B. J. Moyle above mentioned until the work is entirely completed and found satisfactory to them.

Yours very truly,


(Walter D. McNeill)

Copy

I hereby acknowledge receipt from CHOY PAI and TOY WONG
of the sum of One Thousand (\$1000.00) Dollars cash, being
in settlement of the consideration due to me under the
Indenture of the Assignment of Lease dated the 13th day
of February 1943 entered into between myself and the
above mentioned CHOY PAI AND TOY WONG.

E. J. Barrow

Vancouver, B.C.,
February 13th, 1943

8279

October 29th, 1942.

Mrs. Genya Shige Yada,
Japanese Registration No. 04346,
Bridge River, B. C.

Dear Madam:

With reference to our letter of the 23rd of October, we now enclose three copies of a lease prepared by the Administration and Trust Company, who are handling your property on our behalf, and shall be glad if you will sign same at the place indicated and have your signature witnessed. You will observe that a rental of \$70.00 per month has been fixed, but it has been necessary to allow the tenant a rebate of \$25.00 per month in order to take care of the very heavy expenses he will incur in putting the property into rentable condition.

The lease is for a period of two years, and as we have not heard from you it was not possible to put an option to purchase the property in the lease. However, if you are prepared to give the tenant an option to purchase at the figure indicated in our letter of the 23rd, namely \$2,750.00, a letter can be given to the tenant to this effect.

We shall appreciate your returning these leases duly completed at your earliest convenience, as we are anxious to get this matter settled as promptly as possible.

A stamped and addressed envelope is enclosed.

Yours truly,

P. Doust,
Administration Department.

PD:BT

Enclosures 4.

P. S. You will understand that with the money already spent by the Administration and Trust Co. and the amount which is being expended by the tenant, this property should be in really good condition. It would have been quite impossible to rent the premises at all unless drastic action had been taken, as the Health Department, City of Vancouver, had condemned the premises as being unfit for human habitation.

8279

October 23, 1942.

The Administration and Trust Company,
Credit Foncier Building,
404 Hornby Street,
Vancouver, B. C.

Attention Mr. B. W. Miller.

Dear Sirs:

Re: Mrs. Genya Saice YADA

With reference to your letter of the 17th of September and our subsequent discussions in connection with this property at 1017 West 7th Avenue, we now understand that you have discussed this matter with the Rental Control Board, and they consider that the best way to handle the question of rent is to fix same at \$79.00 per month for the two-year lease agreed, and allow \$26.00 per month for the very considerable repairs etc. that will be undertaken by the tenant, so that he will be paying a net amount of \$45.00 per month for these premises. We note that the tenant wishes to have an option to purchase this property for \$2,750.00, and we have written to Mrs. Yada today regarding this. Immediately we get her reply we will advise you.

Respecting the sum of rather more than \$300.00 that you are spending on clearing away rubbish, fumigation, fixing up doors, windows, toilets, etc. etc., we understand you will be submitting bills in connection with this work to us for us to approve, and it is agreed that you will retain all rents until the total amount is worked off.

We shall be glad if in due course you will draw up the lease between Mrs. Yada and the tenant, so that we can send same to the owner for her signature.

Yours truly,

P. Douet,
Administration Department.

PD:BT

8279

October 23, 1942.

Mrs. Genya Saige Yada,
Japanese Registration No. 04346,
Bridge River, B. C.

Dear Madam:

We duly received your letter of the 19th of October and note what you say. We are afraid you do not appreciate what a very bad state your premises at 1017 West 7th Avenue were in, as apart from over \$300.00 being spent on cleaning up the place, fumigating, replacement of doors, windows, toilets, etc., the tenant will have to spend considerably more than this in repainting, putting in baths, etc. etc. In order that at the end of two years' lease we shall be able to rent the property at the right price, we are making the necessary arrangements with the Rental Control Board, but the net rental we shall receive will be \$45.00 per month.

This property will be rented to white people and the whole place has to be inspected and passed by the Health Department, and that is why such a heavy expenditure is going to be involved.

As mentioned, a lease for two years is being prepared, and the tenant wishes to have an option to purchase the property for \$2,750. We shall be glad if you will let us know by return if you would be willing to sell at this figure, so that this option may be included in the lease.

A stamped and addressed envelope is attached, and we trust you will not fail to write us immediately on this matter.

Yours truly,

P. Doust,
Administration Department.

PD:BT

Encl.

8279

auth. District
 Bridge River, B.C.,
 Oct. 19th, 1942

Dept. of Secretary of State,
 Office of the Custodian
 File No. 8279

OFFICE OF THE CUSTODIAN
 JAPANESE SECTION

RECEIVED
 OCT 22 1942

Dear sir:

In replying to your letter of 9th inst. I would like to know how much rent that you have collected for us up to date and would also like to know whether you have paid taxes for us on this property for 1942.

This building consists of six four room suites and two suites in the front. I would like to rent them for at least \$75⁰⁰/_{xx} per month after spending \$400⁰⁰/_{xx} for repairs. If you can only rent for \$45⁰⁰/_{xx} per month I consider there is no necessity of spending \$400⁰⁰ for repairs. No doubt you must know that we are here at Bridge River under self supporting so I am afraid it is impossible for me to send \$400⁰⁰ or any part payment at present. If you would kindly let me know about how much you could sale this property I would consider in selling if offer was

very reasonable
Thanking you for all this trouble

Yours truly
Mrs. Henry Wade

8279

October 9, 1942.

Mrs. Genya Shige Yada,
Japanese Registration No. 04346,
Bridge River, B. C.

Dear Madam:

With reference to the property at 1017 West 7th Avenue, Vancouver, we have to advise that this building was in such a condition that including clearing up rubbish etc., complete fumigation, plumbing, replacements of doors, windows, toilets, etc., a sum of about \$400.00 has been involved, and a good portion of this work has already been done. It is considered that the property can be rented to one party for \$45.00 per month when all these repairs are completed, and we shall be glad to know if you can let us have the above amount for the work mentioned above or what contribution you can make towards same. In the event of your not being able to do this, we shall be glad if you will inform us if you wish the property to be sold, when we would submit any offers received.

We hope you will be able to pay for part or all of the repairs done, and if part payment is made, you will understand, of course, that the balance will have to be paid from the rent received each month.

As this matter is now an urgent one, we shall be glad if you will let us have your reply by return. A stamped and addressed envelope is enclosed.

Yours truly,

P. Douet,
Administration Department.

PD:BT

Encl.

*Don't forget to call on us
with Mr. E. T. Keen*

Administration and Trust Company

British Columbia Division

Executors, Administrators,
Trustees

Financial Agents
Rentals-Real Estate

Insurance
Fire, Casualty, Automobile
Plate Glass, Bonds

General Agents
The Liverpool, Manchester & Assco Company
The General Security Ins. Co. of Canada

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

SEP 16 1942

Credit Foncier Building
404 Hornby Street

Vancouver, B.C. September 17, 1942.

*Letter of 2.6
called + discussed
the fully - good
to write Yada -*

Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Bldg., Hastings and Granville Sts.,
Vancouver, B. C.

Dear Sirs:

Attention P. Douet.

Re Your File No. 8279 Enemy File 285
Re Yada Account - 1017 West 7th Ave.

We beg to acknowledge receipt of your letter of the 10th inst., with reference to the matter of putting this property in condition for renting.

With reference to the second paragraph in your letter, we beg to advise you that after careful inspection with the men that will be taking away the rubbish, repairing doors, windows and platforms, together with a rough estimate of the cost of repairing the plumbing and fumigating this building, we find it may run up to between \$300.00 and \$400.00. We have instructed our man to commence taking away the rubbish and we will be pleased to have a letter from you sanctioning our action in this matter.

With reference to the third paragraph in your letter, we do not see our way clear to pay taxes out of the income of this property prior to reimbursing ourselves for the necessary money to put this property in a rentful condition. As you are aware, this property is liable for tax sale this year and to protect our interest in same, by way of Agents for the Mortgagee, we will buy this property at tax sale ourselves and should there be sufficient funds from the rental of this property to redeem same before the period expires for redemption, we will do so.

*Phone OK +
Health Dept -
written in
to this*

*Mortgage
\$750.*

*property will not come up
for tax sale*

Department of Secretary of State.

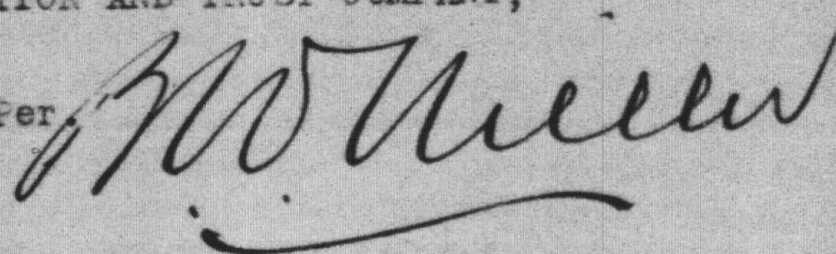
2.

It was intimated when speaking to your Mr. Douet that properties under the supervision of the Department of the Secretary of State, would not be subject to tax sale. You might confirm this when replying to our letter.

Yours truly,

ADMINISTRATION AND TRUST COMPANY,

Per

A handwritten signature in dark ink, appearing to read "J. W. Allen", written over a horizontal line.

BWM/C.

8279
Enemy File 285

September 10, 1942.

The Administration and Trust Company,
404 Hornby Street,
Vancouver, B. C.

Dear Sirs:

Re: Mrs. Shige (Garya) YADA and Koma
UYESUYO, 1017 West 7th Avenue, Vancouver, B.C.

With reference to our letter of the 9th of September and Mr. Miller's call on us yesterday, we return as requested, the notes left with us relating to repairs, etc.

In order to put this property into a rentable condition, we understand that you estimate that rather more than \$100.00 will have to be expended. We are pleased to know that you will advance the necessary funds for these repairs, fumigation, etc. etc., and agree that you are to be reimbursed from future rents.

We would point out, however, that taxes on these premises are in arrears (see copy of tax notice attached), and we shall be glad if you will kindly see that payment is made of the taxes due, prior to reimbursing yourselves for the outlay on the repairs.

We quite agree with you that it will be far better to rent this property to one party who will be responsible to you for rent, rather than for you to rent the suites separately.

In due course we shall be glad to hear from you that this apartment building has been satisfactorily tenanted.

Yours truly,

P. Douet,
Administration Department.

PD:BT

Enclosures 2

6279

Ency File 285

9th September, 1942.

The Administration and Trust Company,
404 Hornby Street,
Vancouver, B. C.

Dear Sirs:

Re: Mrs. Shige (Ganya) IADA and Koma
1017 West 7th Avenue, Vancouver.

A letter dated September 2nd from the Chief Sanitary Inspector of the Vancouver City Health Department reads as follows:

* The above premises, comprising 9 suites, were inspected today and the conditions existing there were such that the whole premises have been placarded as unfit for human habitation, until the following matters have been rectified:

- (a) All refuse in the building to be removed.
- (b) All defective plumbing to be repaired to the satisfaction of the Plumbing Department.
- (c) Eradication of earwigs - The premises are overrun throughout with this insect. (Cyanide fumigation is suggested here as the only effective means).

An inspection by one of your staff will acquaint your Department better with the conditions, and we shall be glad to make an appointment if you wish."

As you are the agents appointed for the administration of this property we would appreciate receiving the benefit of your comments after you have had an opportunity of inspecting the premises together with a representative of the Health Department. We would also appreciate receiving thereafter an early reply to our letter to you dated August 11st.

Yours truly,

R. P. Alexander
Manager

RPA:LF

HEALTH DEPARTMENT

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



912.
File 285
TELEPHONE FAIRMONT 2711

VANCOUVER, B. C.

Sept. 2nd, 1942.

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 3 1942

8279

ack 18/10

Dear Sir:-

Re: 1017 W. 7th Avenue,
Koma Uyesuyo & S. Yada

The above premises, comprising 9 suites, were inspected today and the conditions existing there were such that the whole premises have been placarded as unfit for human habitation, until the following matters have been rectified:

- (a) All refuse in the building to be removed.
- (b) All defective plumbing to be repaired to the satisfaction of the Plumbing Department.
- (c) Eradication of earwigs - The premises are overrun throughout with this insect. (Cyanide fumigation is suggested here as the only effective means).

An inspection by one of your staff will acquaint your Department better with the conditions, and we shall be glad to make an appointment if you wish.

Respectfully yours,

CHIEF SANITARY INSPECTOR.

GAR:EM

8279

July 23, 1942.

The Administration & Trust Co.,
404 Hornby Street,
Vancouver, B. C.

Dear Sirs:

Re: Shige YADA (Mrs. Genva), 1017 W 7th Avenue.

With reference to our phone conversation of yesterday, as you have a mortgage on the above property, we suggest that you might be prepared to look after this property on our behalf as the owners, Mrs. Shige Yada and Koma Uyesugi have been evacuated.

We are glad to learn that you will undertake this work and enclose our formal letter of authority No. 41 confirming this arrangement.

We are not in this instance giving you details of the property as you are already familiar with same but attach copy of letter dated July 18 received from Mrs. Yada in reply to a letter we wrote her asking for details of rents charged for the suites, tenancies, etc.

We are anxious that this property should be placed on a revenue producing basis as soon as possible and shall be glad to know in due course what arrangements you have been able to make to this end.

In view of the fact that this is an apartment building, in the circumstances it would probably simplify matters if after collecting rents you arrange to pay all outgoings and remit to this office, monthly or quarterly, any balance that might be available which we would hold to the credit of the owners.

Yours truly,

F. G. Shears,
Assistant Manager.

FD:MA
Enc.

Our
File # 285

July 9th, 1942

Your file # 8279

MEMORANDUM

TO: MR. DOUET

FROM: MR. K. W. WRIGHT

Re: YADA, Shige (Mrs. Geny) and UYESUGI, Koma

We have your Memorandum of the 25th of June and note that Koma UYESUGI has a one-half interest in the property known as 1017 West 7th Avenue.

We have asked Mr. Ian McPherson to search the title and file the usual Vesting Certificate.

In the meantime, I would ask you to kindly continue to look after the matter of handling the property and report to us in due course.

We are returning your file herewith.


K. W. WRIGHT

KWW/CM

REAL PROPERTY SUMMARY

JAPANESE NAMES: Shige (Mrs. Genya) YADA
Koma UYESUGI

Reg. No. 04346
In Japan

File No. 8279.
Int. File 285.

CATALOGUE NO: 361.

PROPERTY ADDRESS: 1017 West 7th Avenue, Vancouver, B. C.

LEGAL DESCRIPTION: Two undivided half interests in the East half of Lot 13, Block 295, District Lot 526, Group 1, N.W.D., Plan 590.

TITLES: One undivided half interest, Cert. of Title 34599-K in the name of Shige YADA.

One undivided half interest, Cert. of Title 90073-K in the name of Koma UYESUGI.

ENCUMBRANCES:

86727 H. Mortgage dated 19th February 1931 in favour of John R. Ross (in trust filing 3116) for \$1500.00 at 8%, due 17th February 1934 (inter alia) C.ofC. 14722.

Vestings: 34770 of interest of Shige YADA - 28th August 1942.
34106 " " " Koma UYESUGI.

ASSESSED VALUE:

1943 - Land \$ 285.00
Improvements \$2500.00 - \$2785.00. Taxes - \$79.94.

CLASSIFICATION:

Apartment building frame, reported 12th June 1942 to be in a very dilapidated state, two storey and basement, on a slope that makes the basement at the rear above ground level. The building contains 9 apartments, each of four small rooms, one occupied free of rent by the janitor. At date of evacuation of owner, two others were vacant, and one occupied at no rent. The rentals of the remaining 5 were from \$5.00 to \$7.20 a month and the total rental at that date \$32.80 per month.

HISTORY OF
ADMINISTRATION:

The Administration & Trust Co., were appointed rental agents by the Custodian on 23rd July 1942, this Company being the representative of the Mortgagee interest. All tenants were Japanese and on 1st August 1942 the rental arrears and rental due amounted to \$181.00 of which \$35.00 was paid in August, leaving \$146.00 of unpaid rent when the apartments were all vacated prior to August 31.

The premises were in such disrepair that the city placarded them as unfit for habitation. Repairs were undertaken and the Mortgagee interest advanced the funds necessary \$366.55.

The whole building and land were leased by Shige YADA on 28th October 1942 as from 15th November 1942 for a period of two years at a rental of \$70.00 per month to Elliott Jacob Baron. The Lease provided that the Lessee would do all the necessary interior decorating and repairs, instal necessary plumbing and other alterations or additions required by the City or other authority and would for such purpose expend at

expend at

Page 2.

Files 8279 & Int.285.

least \$600.00, for which the Lessor would allow an abatement of \$25.00 a month from the demised term.

According to a statement supplied by Harold D. Campbell on 15th February 1943, Mr. Baron's expenditures to that date on repairs amounted to \$754.69.

The above lease to Baron was assigned by him, with the consent of the Custodian, on 13th February 1943, to Choy Pai and Toy Wong for a consideration of \$1000.00. The gross amount from rentals of this property received during the period of the Custodian's control was \$648.15, plus \$366.25 advanced by the Mortgagee and repaid from rents by the Administration & Trust Co.

In May 1927 the property was owned by Genya YADA, file 2846, and Rinnosuke TAKEHARA, file ?, and the latter's interest was conveyed under a Power of Attorney by Genya YADA to Shige YADA on the 10th May. A Mortgage dated 17th February 1931 was executed by Genya YADA and Shige YADA in favor of John R. Ross, executor of the Estate of Duncan Rowan, to secure a loan of \$1500.00 bearing interest at 8%, on the East half of the lot. Koma UYESUGI purchased a half interest, subject to this mortgage, on 2nd August 1932.

The amount owing on the Mortgage as at 10th February 1944 was, on principal balance of \$750.00, interest and 3 months bonus \$33.75, for discharge of mortgage \$2.50, total \$786.25. This was paid and a discharge received and registered 21st February 1944.

APPRAISAL:

By Pemberton Realty Corporation Limited, dated October 18th, 1943, of \$3300.00 - original on file.

On file are copy of Lease to Baron, copy of Assignment of Lease to Choy Pai and Toy Wong, copy of Mortgage to John R. Ross, copy of Discharge of Mortgage, copies of Transmissions of both interests, copies of Deeds of both interests to Choy Pai and Toy Wong, and Certificate of Encumbrance showing registration.

SOLD:

To Choy Pai and Toy Wong for \$3400.00 as at 14th December 1943. Approved by Advisory Committee 8th December 1943.

In consideration of the undertaking of E.J. Baron to spend \$600.00 in repairs in the two year term of his lease, and that repairs to that value had been made prior to purchase, the purchasers were allowed a credit of \$300.00 on purchase price.

FUNDS:

Released to the Joint Credit of Shige YADA and Koma UYESUGI - sale price of (\$3400.00 less \$300.00 allowance for repairs) \$3100.00, plus rentals \$648.15, plus refund on registration fee \$7.65, total \$3755.80; less commission on rentals \$66.80, repairs \$356.70, sundries \$51.90, taxes \$216.45, insurance \$14.00, Certificates of Encumbrance \$3.00, interest on the advance of \$366.25 for repairs

repairs

Page 3.

Files 8279 & Int.285.

\$8.25, appraisal fee \$7.50, registration fee \$26.95, commission on sale \$170.00, closing adjustment (balance of \$100.00 on purchase price less adjustment credits of \$79.60) \$20.40, total \$941.95. Net amount released to Joint Credit \$2813.85.

In a letter dated 28th April 1944 Mrs. YADA states that she transferred title to a half interest in this property to Koma UYESUGI as security for a loan, that the loan has been repaid in full and that UYESUGI has no equity in the property. She does not hold a reconveyance of the interest or any receipts proving repayment of loan. In the absence of substantiating documents Mr. Douet, as per memo 3rd May 1944, has credited Mrs. YADA with \$1406.92 less payments on Mortgage \$853.75, \$553.17, which amount has since been paid Mrs. YADA. The sum of \$1406.93 stands to the credit of Koma UYESUGI.

TITLE:

Certificates of Title Nos. 97730-L and 101472-L issued to Toy Wong and Choy Pai, Joint Tenants, and acknowledged by them by receipts dated March 7th, 1944 and June 8th, 1944, on file.


OLD TITLE:

Certificates of Title Nos. 90073-E and 34599-K were declared by Mrs. YADA to be in possession of the Administration & Trust Co., agents for the Mortgagee. No record on file of cancellation.

This summary is certified to be in accordance with information on file and on record in the accounting department.

DATED: February 19th, 1947.

IM:JS


Ian Macpherson

MEMORANDUM

September 2, 1944.

TO: FILE 8279

FROM: Administration Department

RE: CLAIMS

There are no claims on this file to date.



B. Douet.

FIRE INSURANCE SUMMARY


Files 8279 & Int.285.

No. 1017 West 7th Ave., Vancouver -
Shige YADA and Kosa UYESUGI.

Prior to evacuation the premises were insured in the Imperial Insurance Office Co., Policy 450832, in the amount of \$2000.00, expiring 10th July 1945. This policy was transferred to Choy Pai and Toy Wong, the purchasers, on 28th February 1944, and receipt of policy acknowledged by them 7th March 1944.

This summary is certified
to be in accordance with
information on file.

February 19th, 1947.


Ian Macpherson.

IM:JS

27

PROPERTY

[illegible]

REG. NO. 04346	NAME YADA, Shige Mrs. Genya		FILE NO. 2246	
07140	YADA, Genya			
ASSURED Genya Yada, and Shige Yada				
COMPANY Imperial Insurance Office Company	POLICY NO. 450832	AMOUNT \$2000.00	PREMIUM \$14.00	RATE
PROPERTY INSURED \$2000.00 on the 1 1/2 & 2 storey frame building with shingle roof, occupied as a bina		TERM 3 Yr.		
		EXPIRATION July 10, 1945		
LOSS PAYABLE John R. Ross		LOCATION East 1/2 Lot 13, Block 295, D. E. 22 526 and being on the north side of and numbered 1017 - 7th Avenue East in the City of Vancouver, B. C.		
		INSURANCE AGENT Administration & Trust Co		
		RENTAL AGENT Administration & Trust Co.		
ENDORSEMENTS				

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Tay Hong & Choy Pa1

Files No. 8279 &
Int. 285.
Catalogue No. 361.

March 27th, 1944.

WINDS AND TIDES

TO: Mr. E. W. Wright

FROM: Mr. D. A. Cramer

Shige YADA - Reg. No. 04346
Kana UKESUGI - In Japan
City of Vancouver
An undivided $\frac{1}{2}$ int. in E. $\frac{1}{2}$ of
Lot 13, Blk. 295, D.L. 526, Op. 1,
N.W.D., Plan 590. Certificate of
Posting Number 34106.

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

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate..... TOY WONG and
CHOY PAI
(Joint Tenants).
4. Copy of letter showing to whom sold and price
paid for the property. (on file)
5. Memorandum from the Administration Department
confirming valuation, and approval of Advisory
Committee. (on file)

Certificates of Indefeasible Title Number 90073-I -
believed to be in the Land Registry Office.

DAC:JS
Encls.

Adrian

For file 8279 no out card

File Nos. 8279 &
Int. 285.
Catalogue No. 361.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Greer

Koma UYESUGI
City of Vancouver
An undivided $\frac{1}{2}$ interest in E. $\frac{1}{2}$
of Lot 13, Blk. 295, D.L. 526,
Sh. 1. N. E. D. Plan 590.

With reference to the above property which was recorded
in the Vancouver Land Registry Office, dated April 27th, 1944,
we enclose herewith the following documents in connection
therewith.

1. Copy of application number 108755, dated April 27th,
1944 - Discharge of Mortgage.
2. Copy of application number 101471-L, dated April 20th,
1944, registering the property in the name of the
Custodian (Transmission).
3. Copy of application number 101472-L, dated April 20th,
registering the property in the names of Toy Wong and
Choy Pai - Joint Tenants (Deed).
4. Duplicate of Transmission dated April 10th, 1944.
5. Duplicate of Deed dated April 10th, 1944 - Secretary
of State to Toy Wong and Choy Pai - Joint Tenants.
6. Certificate of Indefeasible Title number 101472-L,
dated May 12th, 1944, covering the above property in
the names of Toy Wong and Choy Pai - Joint Tenants.

DAC:JS
Enc.

D. A. Greer

Catalogue No. 361
File Nos. 5279 & Int. 283.

January 22nd, 1944.

MEMORANDUM

TO: Mr. E. W. Wright

FROM: Mr. D. A. Cramer

Subject: YADA - Reg. No. 04346

Re: YENSHU - In Japan

City of Vancouver

An undivided $\frac{1}{2}$ interest in Part $\frac{1}{2}$ of

Lot 13, B.L. 295, B.L. 526, Op. 1,

R.W.D., Plan 570.

Certificates of Vesting Nos. 34770 and
34771 respectively.

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

1. Original Certificates of Encumbrance (2).
2. Transmission in duplicate.
3. Deed in duplicate TUI WONG and
CHUI PAI - Joint Tenants.
4. Copy of letter showing to whom sold and price
paid for the property.
5. Memorandum from the Administration Department
confirming valuation, and approval of Advisory
Committee.

Certificates of Indefeasible Title numbers 34770-I and
34771-I are in the Land Registry Office.

ENCLOSURE
Index

Alhambra

For file 8279

Files No. 8279 & Int.285.
Catalogue No. 361.

February 29th, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Shige YADA
Kosakichi UYESUGI
An undivided 1/2 interest in
East 1/2 of Lot 13, Blk. 295,
D.L. 526, Gp. 1, N.W.D., Plan 590.

With reference to the above property which was recorded in the Vancouver Land Registry Office, dated February 21st, 1944, we enclose herewith the following documents in connection therewith.

1. Copy of application for Cancellation of a Charge number 108046, dated February 21st, 1944.
2. Copy of application number 97729-L, dated February 21st, 1944, registering the property in the name of the Custodian (Transmission).
3. Copy of application number 97730-L, dated February 21st, 1944, registering the property in the names of Toy Wong and Choy Pai - Joint Tenants (Deed).
4. Duplicate of Transmission dated January 29th, 1944.
5. Duplicate of Deed dated January 29th, 1944 - Secretary of State to Toy Wong and Choy Pai - Joint Tenants.
6. Certificate of Indefeasible Title number 97730-L, dated February 26th, 1944, covering the above property in the names of Toy Wong and Choy Pai - Joint Tenants.

DAC:JS
Encls.

D. A. Cramer

File Nos. 8279 &
Int. 285.
Catalogue No. 361.

MEMORANDUM

TO: Mr. George Peters
FROM: Mr. D. A. Cramer

Koma UYESUGI
City of Vancouver
An undivided $\frac{1}{2}$ interest in E. $\frac{1}{2}$
of Lot 13, Blk. 295, D.L. 526,
Gr. 1. N. W. D., Plan 590.

With reference to the above property which was recorded
in the Vancouver Land Registry Office, dated April 27th, 1944,
we enclose herewith the following documents in connection
therewith.

1. Copy of application number 108755, dated April 27th,
1944 - Discharge of Mortgage.
2. Copy of application number 101471-L, dated April 20th,
1944, registering the property in the name of the
Custodian (Transmission).
3. Copy of application number 101472-L, dated April 20th,
registering the property in the names of Toy Wong and
Choy Pai - Joint Tenants (Deed).
4. Duplicate of Transmission dated April 10th, 1944.
5. Duplicate of Deed dated April 10th, 1944 - Secretary
of State to Toy Wong and Choy Pai - Joint Tenants.
6. Certificate of Indefeasible Title number 101472-L,
dated May 12th, 1944, covering the above property in
the names of Toy Wong and Choy Pai - Joint Tenants.

DAC:JS
Encs.

D. A. Cramer

Catalogue No. 361
File Nos. 8279 & Int. 285
1017 West 7th Avenue
13/295/526

Receipt of Certificate of Title No. 101472-L is by us hereby acknowledged and we agree that all adjustments and incidents in connection with the sale to us of property covered by the said certificate have been settled.

Dated at Vancouver, B. C., this 8 day of

June 1944.

Tong Wong
Choy Lee
per C. Messenger

Catalogue No. 361
File Nos 8279 & Int. 285
1017 West 7th Avenue
13/E₂/295/526

Receipt of Certificate of Title No. 97730-L is by us hereby acknowledged and we agree that all adjustments and incidents in connection with the sale to us of property covered by the said certificate have been settled.
Receipt is also acknowledged of Imperial Insurance Office policy No. 450832 together with assignment thereof in quadruplicate.

Dated at Vancouver, B. C., this 7th day of March 1944.

Joy Wong

Choy Pui (61 East Pender)

8

8279
Int.285

March 6, 1944.

Mrs. Shige YADA,
Registration No. 04346.
Bridge River, B. C.

Dear Madam:

Re: Catalogue No. 361
1017 West 7th Avenue
Rs/213/295/526

Please be informed that 1017 West 7th Avenue has been sold as of December 14, 1943 for the sum of \$3,400.00 which is equal to or in excess of the value attached to these premises by an independent appraiser.

Rents, less expenses, up to the mentioned date have been credited to your account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of the sale is as follows:

Sale price		\$ 3,400.00
Less Real Estate Agent's Commission @ 5%	\$ 170.00	
" Allowance for repairs	300.00	
" 1943 taxes and arrears	216.45	
" Payment of mortgage	786.25	
" 1½ years interest on mortgage	67.50	
	<u>\$1540.20</u>	<u>1,540.20</u>
Net credit to your account		<u>\$ 1,859.80</u>

These funds are available to you in the usual way.

Yours truly,

George Peters,
Administration Department.

GP:EB

cc to E. C. Security Commission.

January 22nd, 1944.

REAL PROPERTY MEMORANDUM

FILE NO: 8279
NAME: Shige YADA and Koma UYESUGI
CATALOGUE NO: 361
RE: 1017 West 7th Avenue, Vancouver, B.C.
Rooming House.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, An undivided $\frac{1}{2}$ interest in East $\frac{1}{2}$ of Lot 13, Block 295, D.L. 526, Group 1, New Westminster District, Plan 590.

Encumbrances: 86727 H. John R. Ross. Mortgage for \$1500.00. Balance due of \$750.00 plus interest to be paid from proceeds of sale.

Taxes: 1943 taxes of \$82.55 unpaid. Arrears-\$126.36

Vested: No. 34106 (Koma Uyesugi)
No. 34770 (Shige Yada)

VALUATION BY APPRAISER: \$3300.00

AMOUNT OF BID: \$3400.00

APPROVED BY ADVISORY COMMITTEE: December 8th, 1943.

AMOUNT RECEIVED BY CUSTODIAN: \$3000.00

NAME OF PURCHASER: Toy Wong and Choy Pai.

KWW/W

K. W. WRIGHT

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA

October 18, 1943.

Catalogue #361.

1017 West 7th Avenue, E¹/₂ 13/295/526.

This is typical Oriental rooming house of 9, 2 and 3 room suites with sink and toilet to each suite. Also 2 showers in basement. All single board partitions, no heating. Leased at \$45 per month.

Value \$3300.

PEMBERTON REALTY CORPORATION LIMITED.

W. G. Moore

W. G. Moore.

WGM-JM

Administration & Trust Co.,
named.

Date.....

REAL PROPERTY MEMORANDUM.

Jan
File No. 8279 and Int. 285.
Name, Shige YADA, and Komakichi UYESUGI.
Catalogue No. 361
Rm 1017 W. 7th Avenue. Vancouver.
E2/213/295/526. Rooming house.

TITLES AND ENCUMBRANCES.

A. Title No. 34599 K undivided $\frac{1}{2}$ interest, Shige Yada. —
undivided $\frac{1}{2}$ interest, Koma Uyesugi —
Discrepancy see) Property. Two undivided half interests in E $\frac{1}{2}$ Lot 13, Block 295,
Registrar's lr.) D.L. 526, G. 1, D.N.W. Plan 590.
16/4/42

See memo herewith

Name. Two titles in two named, see above.

Whereabouts. Land Registry office.

B. Charges.

Registered. Mtge #86727 H to John R. Ross in trust. Balance
apparently \$750.00 principal plus interest. Administration
& Trust Co. are handling this mortgage.

✓ Vented. 34770 Shige Yada
34106 Komakichi Uyesugi.

✓ Unregistered. Lease assigned to present tenants who are purchasing.
No other evidence found.

Taxes., \$82.55, 1943 not paid plus arrears 1942 \$82.55 plus int. plus
consolidated \$42.85 plus int. Total \$208.91 plus int.
Water on meter.

Insurance. \$2000 Imperial. Exp. 10/7/43.

Assessed Value Land. \$285.00 Improvements. \$2500.00

Valuation by Appraiser. \$3300.00

✓ Amount of Bid. \$3400 subject to allowance of \$300 for alterations see Campbell
& Pemberton's letter of 2/12/43.
Approved by Advisory Committee. 8/12/43

Paid as shown in attached letter. 18/12/43 through Campbell & Pemberton.
\$3000.00 only paid. adjust balance.

Name of transferee as attached letter. ✓

ADMINISTRATION.

Tenancy. \$70.00 per month through named agents.
Purchasers are present tenants.

Chattels.

Some on premises. See agent's inspection report.
Apparently nothing done with these since. - of little
value. Arrangements made with J. D. Stephens 3390 E.
Hastings to protect.

File 8279 - Bond

This Indenture

made in duplicate the twenty-eighth day of October in the year of our Lord one thousand nine hundred and forty-two.

In Pursuance of the "Short Form of Leases Act"

Between

SHIGE YADA, wife of G. Yada and Agent of Koma Uyesugi in care of the Canadian Department of the Secretary of State (Office of the Custodian) Japanese Evacuation Section (their file #8279)

hereinafter called the "Lessor" of the FIRST PART; and

ELIOTT JACOB BARON, (Clothing Merchant) of 301 West Hastings Street, in the City of Vancouver, Province of British Columbia,

hereinafter called the "Lessee" of the SECOND PART:

WITNESSETH, that in consideration of the rents, covenants and conditions hereinafter respectively reserved and contained, the Lessor doth demise and lease unto the Lessee ALL AND SINGULAR the Easterly half (E.½) of Lot Thirteen (13) Block Two Hundred and Ninety-five (295) District Lot Five Hundred and twenty-six (526) Group One (1), New Westminster District, according to a registered map or plan deposited in the Land Registry Office at the City of Vancouver, Province of British Columbia, and numbered 590, otherwise known as 1017 - 7th Avenue, West, in the said City of Vancouver.

From the **fifteenth (15th)** day of **November** one thousand nine hundred and **forty-two**.

for the term of **two (2) years** next ensuing
YIELDING AND PAYING therefor to the Lessor
(\$1680.00)

the clear rental or sum of **One Thousand Six Hundred and Eighty** dollars of lawful money of Canada, payable on the following days and times, that is to say: subject to the Lessee's covenants and agreements herein contained:
By monthly installments of rent of **Seventy (\$70.00) Dollars** each, payable in advance on the 15th day of each and every month until the expiration of the hereby demised term, the first of such monthly payments to be made on the 15th day of November, 1942. It is hereby understood and agreed by and between the parties hereto that the Lessor shall forthwith do all the necessary interior decorating and repairs to place the demised premises in a rentable condition and will install any and all necessary plumbing, electrical or other requirements of the City of Vancouver or required by the law or other authorities and will expend at least **Six Hundred (\$600.00)** for such purpose and in consideration of the Lessor so doing the Lessee hereby agrees to reimburse the Lessor by allowing an abatement of rent for the demised term at the rate of **Twenty-five (\$25.00) a month**.

AND the Lessee COVENANTS with the Lessor to pay rent, and to pay **XXXX** electric light, gas and telephone charges; and to repair (XXXXXX) and decorate interior as above stated (XXXXXX).

AND that the Lessor may enter and view state of repair; **AND** that the Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted).

AND will not assign or sub-let without leave; **AND** will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted). It being understood and agreed that the benefit of all alterations, installations and repairs shall ensue to the benefit of the Lessor at the expiration of the demised term without further compensation to the Lessee.

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, **THE** then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the Lessee and then so often as the same shall happen the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been rebuilt or made fit for the purpose of the Lessee

And it is hereby understood and agreed that the Lessee, party of the second part accepts the premises as they now are

AND ALSO that if the Lessee shall hold over and the Lessor shall accept rent after the expiration of the said term, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month;

AND ALSO that any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the said term or at any subsequent time and signed or initialled by the parties hereto shall be read and construed together with and as part of this lease, provided always that when the same shall be at variance with any printed clause in this lease, such additional covenants, conditions and agreements shall be deemed to supersede such printed clause;

PROVISO for re-entry by the Lessor on non-payment of Rent, whether lawfully demanded or not; or on non-performance of Covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

THE LESSOR COVENANTS with the LESSEE for quiet enjoyment.

Wherever the singular or the masculine are used in this document, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto, where the context or the parties so require.

IN WITNESS WHEREOF, the said parties have hereunto set their Hands and Seals.

SIGNED, SEALED AND DELIVERED

In the presence of

with me
x *G. Mirano.* x
Shalath, B.C.

W. Miller
at 65256 haw
Vancomen BC
act. E. J. Barrow

sign here

Spize Gada

E. J. Barrow

This Indenture

made the seventeenth day of February
one thousand nine hundred and thirty-one.

In pursuance of the Act respecting Short

Forms of Mortgages:

Between

State Full Name
Address and
Occupation.

GENYA YADA, Mill Owner, of 1017 - 7th Avenue, West, in the
City of Vancouver, Province of British Columbia, and
SHIGE YADA, Wife of Genya Yada of the same address

(hereinafter called "the Mortgagor") of the FIRST PART
AND

State Full Name
Address and
Occupation.

JOHN R. (INITIAL ONLY) ROSS, Executor of the Estate of
Duncan Rowan, of 1207 - 70th Avenue, West, in the
City of Vancouver, Province of British Columbia

(hereinafter called "the Mortgagee") of the SECOND PART

WITNESSETH that in consideration of the sum of FIFTEEN HUNDRED Dollars (\$1500.00) of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor DOTH GRANT AND MORTGAGE unto the said Mortgagee, forever ALL that certain parcel or tract of land situate in the The Easterly Half (E. $\frac{1}{2}$) of Lot Thirteen (13), Block Two Hundred and Ninety-five (295), District Lot Five Hundred and Twenty-six (526), Group One (1), New Westminster District, according to a registered map or plan deposited in the Land Registry Office at the City of Vancouver, Province of British Columbia and numbered 590.

PROVIDED this mortgage to be void on the payment of FIFTEEN HUNDRED Dollars (\$ 1500.00)

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 country or district 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 destination, 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 cost 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 powers 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 at the same days and times as the payment of interest as 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 his security or otherwise, he shall be entitled to all the equities and securities of the person or persons so paid off.

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 he shall think proper, or without consideration if he sees fit; and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

AND ALSO IT IS AGREED that if the said principal or any part thereof be not paid at maturity, the Mortgagor shall not be at liberty to pay the same except upon payment of interest thereon at the rate aforesaid in full to date of payment, and a further sum equal to three months' interest thereon as aforesaid by way of bonus.

AND IT IS FURTHER AGREED that in case default be made and the mortgage moneys be recovered or payment be obtained before maturity by action or by any other remedy or means, or in case of sale, the Mortgagee may collect and retain, whether out of the proceeds of the sale or otherwise, an amount equal to three months' interest at the rate aforesaid upon the capital so recovered by way of indemnity.

AND IT IS ALSO HEREBY UNDERSTOOD AND AGREED that the said Mortgagee may by writing under the hand of any solicitor or agent authorized on its behalf, upon any default whatsoever on the part of the Mortgagor in payment of any principal sum of interest hereby secured, or in the observance of any of the covenants and conditions herein contained, appoint a receiver of the income of the mortgaged premises or any part or parts thereof, and every such receiver shall be deemed the agent of the said Mortgagor, and he shall be solely responsible for the receiver's acts or defaults and the said receiver shall have power to demand, recover and receive all the income of the property of which he may be appointed receiver by action, distress or otherwise, either in the name of the said Mortgagor or the said Mortgagee, and to give effectual receipts for the same PROVIDED that the said receiver may be removed, in which case and in the event of any receiver dying or refusing or becoming incapable of acting, a new receiver may be appointed from time to time by the said Mortgagee by writing under the hands of any authorized agent or solicitor as aforesaid.

AND IT IS FURTHER DECLARED that the receiver shall be entitled to retain out of the moneys received by him a commission of Five (5) per cent. on the gross receipts or such higher rate as any judge of any Court having jurisdiction may allow upon application to him for the purpose, and also all his disbursements in the collection of such income.

AND ALSO IT IS AGREED that neither preparation nor registration of this mortgage shall bind the Mortgagee to advance the money hereby intended to be secured.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos 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, as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places.

Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

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

Signed, Sealed and Delivered

IN THE PRESENCE OF

"James George McRae"
"Justice of the Peace"
"8758 Avenue West"

Signature
Address and
Occupation of
Witness.

"Vancouver"

"Genya Yada" (Seal)

天田 仁 (Seal)

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

I, _____ of the _____, in the Province of British Columbia

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part _____, 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.

Sworn before me at _____ day of _____, 19 _____

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

H.J. CAVE
Notary Public
404 Hornby Street
The Vancouver Stationers, Ltd., Law Printers and Stationers, Vancouver, B. C.

E. 1/2 of Lot 13, Blk. 295, D.L.
526 Grp. 1, N.W.D., Map 590.

Form No. 1

Mortgage

(LONG FORM)

JOHN R. ROSS

SHIGE YADA
- and -
TO

GENYA YADA

Dated February 17th 1931

86727 h 19/2/31 H.J.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

Herby Certify that, on the 18th day of February 1931, at the City of Vancouver, in the Province of British Columbia, I have personally known to me, appeared before me and acknowledged to me that they are the maker thereof, and whose names are subscribed thereto as parties, that they 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 City of Vancouver in the Province of British Columbia, this 18th day of February in the year of our Lord, one thousand nine hundred and thirty-one

Justice of the Peace
James G. McRae
NOTE—Where the person making acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

File 1779

THIS INDENTURE made the 13th day of February,
A. D. 1943.

BETWEEN:

ELLIOTT J. BARON, of 1225 West 7th
Avenue, in the City of Vancouver,
in the Province of British Columbia,
Business Man, hereinafter called the
"Assignor"

OF THE FIRST PART

-and-

CHOY PAI and TOY WONG, both of 517
Carrall Street, in the City of
Vancouver, in the Province of British
Columbia, Carpenters, hereinafter
called the "Assignees"

OF THE SECOND PART

WHEREAS the Assignor herein is the Lessee of that
certain Lease described in the Schedule hereto and marked
"A" and forming a part of this Agreement and has agreed to
assign the said Lease to the Assignees herein;

AND WHEREAS the Assignor therein named is now
represented by The Secretary of State of Canada;

NOW, THEREFORE, this Indenture witnesseth that in
consideration of the sum of One Thousand (\$1,000.00) Dollars
of lawful money of Canada now paid by the Assignees to the
Assignor (the receipt of which is hereby acknowledged), and
in consideration of the premises, the parties hereto agree
together as follows:

1. The Assignor doth hereby assign, transfer and set
over unto the Assignees that certain Indenture of Lease
described in the Schedule annexed hereto and marked "A" and
all the estate, right, title, benefit, advantage, property,
claim and demand whatsoever of the Assignor in or to the same
and the property therein comprised.
2. The Assignor covenants and agrees with the Assignees
that he has good right, title and authority to assign the said
Lease.
3. The Assignor covenants that he will pay or cause to
be paid any and all accounts, bills, monies or indebtedness in

respect of the said premises and hereby agrees to indemnify and save harmless the Assignees from any claims or demands of any nature arising from, out of or incidental to anything done or debts incurred by the Assignor prior to the date of the execution of these presents.

4. Without limiting the generality of the foregoing, the Assignor further covenants and agrees that he will pay or cause to be paid forthwith all accounts, bills, expenses or indebtedness incurred or to be incurred in respect of the said premises for work performed or to be performed or for materials supplied or to be supplied in respect of the same, arising out of, or incidental to, any covenants, contracts or arrangements entered into by the Assignor prior to the date of the execution of these presents and in particular, agrees that any and all work previously arranged by the Assignor to be completed in respect of the said premises be completed without any expense to the Assignees.

5. Provided the Assignor is not in default pursuant to any of the terms of this Agreement, the Assignees agree to indemnify and save him harmless from and against any and all claims, demands, covenants, terms or conditions in respect of the property described in the Schedule marked "A" and annexed hereto.

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

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

SIGNED, SEALED AND DELIVERED
in the presence of;

Alen Manger

E. J. Barrow

Choypai

Yong Maw

SCHEDULE "A"

That certain Indenture of Lease dated the 28th day of October, 1942, made between Shige Yada, therein called the "Lessor" of the First Part, and Elliott Jacob Baron, therein called the "Lessee" of the Second Part, respecting all and singular the Easterly Half of Lot 13, Block 295, District Lot 526, Group 1, New Westminster District, Plan Number 590, and otherwise known as 1017 West 7th Avenue, in the City of Vancouver, in the Province of British Columbia.

The within Agreement is hereby consented to by The Secretary of State of Canada without prejudice to the right to recover from the Assignor for any default by the Assignees under any of the terms and conditions contained in the Lease Agreement referred to in Schedule "A" annexed hereto.

DATED at Vancouver, British Columbia, this 20th day of February, 1943.

F. G. Shears

(F. G. SHEARS)
Authorized Deputy of the Secretary
of State and/or Custodian.

File No. 2846 & 5279 ✓

NATURE OF ENCUMBRANCE ... Mortgage or
(registered) (unregistered)

Name of Owner of Property YADA, Genya & YADA, Shige Reg. No.

Address 1017 W. 7th Ave., Vancouver, B.C.

Occupation ... 1-Retired ... 2-Housewife Age 60 & 59

Registered Owner of Property Shige YADA C.T.No. 34599K

Property:

Property Address Mun. Vancouver, B.C.

Legal Description E. 1/2 of Lot 13, Block 295, D.L. 526, Group 1,

Map 590 L.R.O. 86727H

Nature of interest Joint Tenants

Particulars of Encumbrance:

Date ... 17th February, 1931

Parties to document:

Name Genya YADA, Shige YADA (Wife)

Address 1017 West 7th Ave., Vancouver, B.C.

Name ... John R. Ross Mortgagee

Address 1207 West 70th Ave., Vancouver, B.C.

Principal Amount ... \$1500.00

Terms of Payment ... \$50.00 on 17th August, 1931, \$50.00 17th February 1932,
\$50.00 17th August, 1932, \$50.00 17th February, 1933

\$50.00 17th August, 1933, \$1250.00 17th February, 1934. Rate of Interest 8%

Arrears, if any: Principal ... \$750.00 Interest Pd. to Feby. 17, 1942

Advanced by Mortgagee for repairs \$366.55 1/2 yr. Int. due Aug. 17/42 \$22.50

Balance owing as at this date \$1139.05

Standing of Taxes: Arrears Consolidated \$42.85 ... Current \$82.55 (1942)

Insurance:

(1) Agent Administration & Trust Co. Company Imperial Insurance Office

Policy No. 450832 Amt. \$2,000.00 Prem \$14.00 Exp. Date July 10, 1945

(2) Agent Company

Policy No. Amt Prem Exp. Date

Nature, particulars and whereabouts of unregistered documents, if any:

Dated at Vancouver, B.C. this ... Ninth day of December ... A.D. 1942.

CERTIFIED CORRECT:
ADMINISTRATION AND TRUST COMPANY
Per "G. Jackson"

(Signature)
Agents for John R. Ross, Executor,
Estate of Duncan Rowan



BRITISH COLUMBIA DIVISION
*The Canadian Credit Men's Trust
Association, Limited*

OFFICE OF THE MANAGER
JOHN COWAN, M.C.I.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 13 1942

June 12th, 1942.

Attention: Mr. C. L. Drewry

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

Dear Sirs:

Regd. No. 04346

re: Shige YADA (Mrs. Genya), 3390 E. Hastings St., Vancouver, B.C.

Pursuant to your instructions of the 15th ult., our representative proceeded to the above address and prepared a statement on the position of affairs. Resultant details are shown below in the order suggested in your instructions relative to filing of agents' reports.

REAL ESTATE AND PERSONAL PROPERTY

1. Nature and location of property:

Nature of realty:

One frame apartment building and one-half of one lot.

Location of realty:

1017 West 7th Avenue, Vancouver, B.C.

Nature of personal property:

A small miscellaneous quantity of tools and personal effects.

Location of personal property:

In basement room at 3390 E. Hastings St., Vancouver, B.C., under the care of Mr. J. P. Stephens, the new tenant in those premises. ✓

2. Particulars of ownership:

Realty:

In this connection it is reported that a loan in the amount of \$1,500.00 was obtained from the Administration & Trust Co., 404 Hornby St., Vancouver, B.C., in 1931. The mortgage indicates the property is owned jointly by Mrs. Shige Yada and Kome Uyesugi, who is an enemy alien in Japan. We understand each holds a one-half interest.

Personal property:

We have not as yet been able to substantiate ownership of the personal property, but circumstances surrounding the case indicate it either belongs to the declarant or her husband (Genya).

Shaw 8277

Phone for info
file down
PA 4321

Re: Shige Yada
Regd. No. 04346

- 2 -

3. Description of land and building:

Description of land:

Legal: E. Half of Lot 13, Block 295, D.L. 526, Map 890.
General: Size 25' x 120'.

Description of building:

It is a frame structure reported to be in a very dilapidated condition.
The interior is divided into apartments of four small rooms each.
The valuation placed on the land and building in 1931, was \$4,000.00,
but it is now estimated worth not more than \$3,000.00.

4. Inventories of contents of building and other personal property:

Contents of building:

We were advised contents of the building belonged to the tenants and
that nothing of any value was stored there by the owner. ✓

Personal property:

The property mentioned under Item No. 1 above, appears to have been of
such little value that the preparation of a detailed list was not
warranted. In that connection our representative advised that Mr. J.D.
Stephens, 3390 E. Hastings St., Vancouver, B.C., had arranged with the
subject party to store and look after the items indicated. ✓

5. Particulars of insurance in force:

Fire:

Imperial Insurance Co. Policy No. 445924-TL-589. Amount \$2000.00. Loss
payable to J.R. Ross, executor of the estate of D. Ryan. It is under-
stood that Mr. Ross acts for the estate of the mortgagee, although
confirmation of that feature has not yet been received. *mm*

Life:

We have been unable to ascertain the existence of any life insurance.

6. Particulars of Liabilities:

The mortgage indicated above was given in 1931 for \$1,500.00 at 8%.
The principal now stands at \$750.00 and we were informed the interest
has been reduced to 6%, payable semi-annually on February 17th and
August 17th. In addition the following amounts are outstanding:

Tax arrears for 1941	\$ 42.85 -
Taxes 1942	82.55 -
Penalty 1941	3.30 -
<u>Total</u>	<u>\$ 198.70</u> <i>m</i>

We are endeavouring to ascertain whether or not there are other
liabilities and to get clearances from the various departments of the

Re: Shige Yada
Regd No. 04346

- 3 -

Provincial and Dominion Governments.

7. General remarks:

The numbers and details of the apartments in the rooming house are as follows:

Apartment No.

- | | |
|----|--|
| 1. | Empty |
| 2. | Empty |
| 3. | Empty |
| 4. | Tenant: Tokichi Mida (at work in the mill, but otherwise has not yet been located.)
Mrs. Yoshi Mida and children also occupy No. 4. |
| 5. | Tenant: Mrs. Koyama and children (says she owes \$6.70 rent for the month of May 1942). |
| 6. | Tenant: Mr. Nishimura, married and working (not yet able to locate). |
| 7. | Tenant absent at time of investigation. |
| 8. | Seichiro Tonogai, mother and five children (says she owes one year's rent but that Mrs. Yada does not demand payment). |

It is suggested in the JP form that the Custodian continue to operate the apartment for the subject party. In that connection we beg to draw your attention to the fact that we were recently advised by the Fire Warden's office that the fire alarm installation in the building is out of order and should be repaired immediately.

RECOMMENDATIONS

Under the circumstances we suggest the declarant be contacted at Bridge River, B.C., for purpose of ascertaining the status of rental contracts with the tenants now in the rooming house and the usual basis of rent charged for the rooms now vacant. We also suggest Mrs. Yada be requested to state her position regarding current carrying charges and that in the meantime steps be taken to collect outstanding rent accounts.

Although it is presumed the rooming house should not be operated at loss, we will deal with that aspect more fully on receipt of your further instructions. In the interim your wishes regarding requirements of the Fire Warden's office will be appreciated.

Yours truly,

THE CANADIAN CREDIT MEN'S TRUST ASSOCIATION LIMITED

John Cunn
Manager.