# BUREAU POWELL STREET

PILE No. 1326

### OFFICE OF THE CUSTODIAN

#### JAPANESE SECTION

REALTESTATION 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 INFORMAT   | ion .   |                                      |   |                         |                       |
|---|---|--------------------------------------|---|-------------------------|-----------------------|
| NAME:   | KOYANAGI Isa                                      | 10                                   |   |                         |                       |
| HOME ADDRESS:<br>ormer address:<br>REGISTRATION NUMB                        | Woodfibre, I                                      | B. C.                                | ncouver, B. C   | . 25                    |                       |
| OCCUPATION:   | Millha  | nd, also a                           | Rooming Hous  | e Keeper.               |                       |
| 332 Heatley A   | venue, Vancou                                     | ver.                                 |   |                         |                       |
| (If any business or business partnership with anyone; if p                  | ies carried on, state w<br>artnership, give partn | here, under what<br>er's name.)      | name and whether car                                  | ried on by yourse       |                       |
| EMPLOYER:   | . C. Pulp &                                       | Paper Co.,                           | Woodfibre, B  | . C.                    | (Accessed)            |
| MARRIED?  |   | no                                   | Mother:   | Masa                    | (deceases)            |
| NAME OF WIFE OR HU  | SBAND:  | none                                 | All Maria   | in on Oct               | the safet             |
| ADDRESS OF WIFE OF  | HUSBAND:  | none                                 |   |                         |                       |
| NAMES OF ANY LIVIN  | G CHILDREN:                                       | none                                 |   | •                       |                       |
| ADDRESS OF CHILDRE  |   | none                                 |   |                         |                       |
| AGE OF CHILDREN:  |   | none                                 |   |                         |                       |
|   |   |                                      |   |                         |                       |
| 1. LOCATION AND D  Lots 1 and  number unk                                   | 2, block 60,                                      |                                      |   |                         |                       |
| 2 BUILDINGS AND (17 Poom, Poom  |   | EMENTS:                              |   | wooden bu               |                       |
|   |   |                                      |   |                         |                       |
| 3. INSURANCE (Giv<br>unknown: Policy  | e particulars; state<br>in hands of               | where policies agent, Per            | are) All Fire   | Insurance<br>y Co., 418 | details<br>Howe St.   |
| 4. TAXES (Amount a<br>5. ENCUMBRANCES<br>to the Gity (balk                  | (Including any un                                 | registered claim                     | s or deposit of title                                 | deed) Mone              | y'a owing             |
| details known to  |   |                                      |   |                         |                       |
| 6. OCCUPANCY AN<br>leaves, the house<br>for the term of<br>the 1st day of e | D LEASES (If value is to be rent 2 years Th       | cant so state). ed to Mr. ne rent to | Occupied by Charlie Lim, be \$75.00 per mber 1st, 194 | declarant 561 E. Has    | and when he tings St. |

lease was drawn up by H.S. OKUMURA. The agent is the Pemberton Realty Co.

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| <b>.</b> - | A. STATE W. TANY (Give name, and none  |
|            | 4. STATE WHEREABOUTS OF LEASE. none, address, rent and to what date paid)  |
|            |  |
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|            | 2. I TANDLORD'S NAME AND ADDRESS:  |
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2 T N

# INFORMATION FROM R.C.M.P.

|                        | DATE Sept. 16/43  |
|------------------------|---|
| rile No. 911           | (Surname in Block Letters)                                      |
| gistration No.         | 09401 Male - Female (Check)  Age Sept. 4, 1917                  |
| ormer Address          | Woodfibre, B.C. & 332 Heatley Ave., City.                       |
| ete Evacuated_         | June 1/42 Naturalized - Canadian-Born - Mational (Check)        |
| Present Address        | Cody Lumber & Pole Co., (18 mi. from) Nelson, B.C.              |
| ried - Sing<br>(Check) | Name of Husband   |
| Names of Mother        | (TSUJI) Mass #01016 Name of Father Saichiro #01060 ren under 16 |
|                        |   |
| Requested by           | G.M. Registered with Custodian Yes                              |

TELEPHONE MARINE 6264 CABLE ADDRESS SONRES VANCOUVER Deputation of state 12 of f. JOHNSON, REEVE AND WATSON OE A. WATSON STATE AGENTS VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES SANK OF NOVA SCOTIA BUILDING SOS WEST HASTINGS STREET VANCOUVER, B.C. 25th April, 1944, The Custodian's Office, Vancouver, B.C. Pile No. 9112 Attention of Mr. C.D. Milson re Catalogue No. 74 700 to 704 East Cordova Street, Dear Sir; 302 to 338 Heatley Avenue, Lots 1 and2, Block 50, D.L.181 Referring to our report to you of the 25th August, 1943. we now understand that the owner of the property, when he purchased it from the City, entered into an agreement which contains a covenant running with the land, giving to the City the right to acquire the westerly 7 feet of Lot 1 at any time within 21 years for This will reduce the frontage of the property to 43 feet on a consideration of 11. Cordova Street and in effect means that any owner of the property in the meantime is merely a tenant on sufference for a period, which is very likely longer than the life of the building erected on these two lots. It is reasonably certain that the building will be demolished within a period of 21 years from the date of the purchase from the City and in that event re-conveyance to the City of the 7 ft. suip would be required automatically. If the 7 ft, strip is required by the City while the building is still standing, the usefulness of the building will be virtually destroyed because it is in such a condition that it would not be The ownership of this property as a whole is therefore of a worth remodelling. very speculative character and we are of the opinion that this covenant reduces the market value of the property considerably. We have looked over our notes on this building and our estimate of the cost of repairs required. We find that in recommending acceptance of an offer of \$3,000, we had taken a fairly optimistic view of the cost of the repairs necessary to prolong the life of the building. The cost might well be more than we have estimated so that on second thought, we are of the opinion that you were well advised to accept the offer of \$2,500 for the property without knowledge of the existence of this unusual agreement with the City. The agreement affects the value of the property very seriously and we are of the opinion that in the circumstances if you can make a sale at \$2,000 you will be well advised to do so and we recommend acceptance of \$2,000. Yours fal thrully, JOHNSON, REEVE & WATSON

#### REAL PROPERTY MEMORANDUM

File No. 9112

... Registration No. 09401 KOYANAGI, ISAO

Re: Catalogue No. 74

Address: 700 E. Cordova St., Vancouver.

Lots 1 & 2, Block 60, D.L. 181, Legal Description:

Gp. 1, N.W.D., Plan 196.

PIPE AND ENCUMBRANCES.

Certificate of Title No. 2570 L. Indef. Whereabouts: Land Registry Office

Registered owner: City of Vancouver

Reg. No.

Property:

Lots 1 & 2, Block 60, District Lot 181, Group 1, New Westminster Ditrict, Plan 196.

B. Charges.

None Registered:

36270 Vesting:

Agreement of Sale dated Dec. 1st, 1937 from Unregistered: City of Vancouver to Isao KOYANAGI. Principal -

\$1061.64 due; Interest to 31/1/44 + \$63.70.

\$140.36 (1943) Taxes:

Arrears: \$549.24 plus Interest

(1940-1943 incl.)

Water:

Lessee pays Water Rates. See Lease dated Nov. 1/42.

\$3,000.00 - Legal & General Assur. Soc. Ltd. - expires Insurance:

Dec. 1st, 1944.

Assessed Value: Land: \$1195.00

Improvements: \$3000.00

Valuation by Appraiser:

\$3000.00 - \$3500.00

Amount of Bid:

\$2500.00

Approved by Advisory Committee: Feb. 2, 1944

Paid as shown in attached letter: \$2500.00. Direct from purchaser.

Name of transferee as attached letter: V

ADMINISTRATION.

Tenancy: Monthly tenure (state consideration & whether including or excluding furniture or equipment)

> Leasehold: (State period, consideration & unusual clauses and whether including or excluding furniture or equipment)

Leased to Charlie Lim from Nov. 1st, 1942 for 2 years 8 \$75.00 per month with exception of Rm. 326 used for storage of owner's furniture (Leased unfurnished)

Owner's furniture stored in Room 326.

Named Agent: Pemberton Realty Corp. Ltd.



made this twenty-third day of March, the year of our Lord one thousand nine hundred and forty- four (1944),

Betmeen

CITY OF VANCOUVER, a municipal corporation duly incorporated under a Special Act of the Legislature of the Province of British Columbia,

hereinafter called the Grantor,

AND

ISAO TOYANAGI, C/O Japanese Brokerage, 334 Powell Street, Vancouver, Province of British Columbia, Labourer,

hereinafter called the Grantee,

of lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby acknowledged) the said Grantor Buth Grant unto the said Grantee,

All sud Stugular the secertain parcels or tracts of land and premises, situate, lying and being in the City of Vancouver, Province of British Columbia, more particularly known and described as

Lots One (1) and Two (2), Block Sixty (60).

District Lot One Hundred and Binety-six (196), Group One (1),

New Sestminster District, according to Plan No. 196 deposited

In the Land Registry Office, City of Vancouver, Province aforesaid.

Degether with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of it, the said Grantor, in, to, or upon the said premises.

On Saur and to Sould unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; Subject Menertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

Subject also to the payment by the Grantee of all taxes, rates, levies, local-improvement assessments or rates, or other charges whatsoever, whether municipal, provincial, federal, or otherwise, now charged or chargeable, or hereafter to be charged, upon or against the said lands and premises, or against or by the said Grantor in respect thereof.

As part of the consideration hereof, the
with intent to bind all persons in whom the lands agreed to be sold hereunder
(hereinafter called "the lands aforesaid"), or any interest therein, shall for the
liable for breach of any of the terms, covenants, and conditions hereof after the
lands, hereby covenants and agrees with the
successors and assigns, as follows:

Grantor

- (a) That the Grantee his heirs, executors, administrators, time require support for the lands aforesaid, or for any portion of the soil thereof, or for any building or structure at any time erected thereon, from any lands purposes, or for the purpose of any school or park, or any public place as defined by the "Vancouver Incorporation act, 1921", whether by way of the construction of heirs, executors, administrators, and assigns, from all liability for payment of compensation or damage for any failure of such support;
- (b) That in the event of the excavation at any time hereafter of the said any of the purposes aforesaid, the or any portion thereof for administrators, and assigns, will take aff steps upon the lands aforesaid, necessary the lands aforesaid; by earth or other material falling thereon from
- (c) That in the event of failure of the heirs, executors, administrators, or assigns, to perform of observe the terms, covenants, and conditions aforesaid, or any of them, the enter and take all steps upon the lands aforesaid, or on the said lands of the which, in the opinion of the City Engineer, incurred, and all damages sustained by reason of such failure, shall be paid to heirs, executors, administrators, and assigns, by the heirs, executors, administrators, and assigns, executors, administrators, and assigns, executors, administrators, and assigns, executors, executors, administrators, and assigns, executors, executors, administrators, and assigns, executors, executors, administrators, and assigns, being a secutors, administrators, and assigns, executors, executors, administrators, and assigns, therefore the executors are the executors.

And the said Grantor Releases to the said Grantee All its Claims upon the said lands.

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

In Witness Thereof the Grantor has caused these presents to be sealed with the seal of the said City and signed by the Mayor and City Clerk.

Thereby Certify that on the day of Vancouver, in the Province of British Columbia,

who is personally known to me, appeared before me and acknowledged to me that he is the City Clerk of the City of Vancouver, and that he is the person who subscribed his name to the annexed Instrument as City Clerk of the said City of Vancouver and affixed the seal of the City of Vancouver to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

In Cestimony Pherent I have hereunto set my hand at Vancouver, in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and forty-

769112

I hereby certify that the annexed document is a true copy of an Agreement for Sale of land entered into by the City of Vancouver as Vendor, and Isao Koyanagi as purchaser, on the 1st day of December, 1937, with respect to Lots 1 and 2, Block 60, District Lots 181 and 196, in the City of Vancouver, the said document having been compared by me with an executed copy of said Agreement for Sale on file in the records of the Law Department of the City of Vancouver.

Given under my hand and seal at the City of Vancouver, Province of British Columbia this 11th day of December, 1942.

S. L. Rhodes Elist British Columbia.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:-ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia, and more particularly known and described as Lots One (1) and Two (2), Block Sixty (60), District Let One Hundred and Ninety-six (196), Group One (1), New Westminster District, according to Plan No.196 deposited in the Land Registry Office, City of Vancouver, Province aforesaid.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of one thousand (\$1,000.00) ...... on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: Two Hundred and sight dollars and thirty cents (\$208.30) quarterly for a period of three years until the full purchaseprice is paid. The last payment of \$208.70 to be due and payable on the first day of December, A. D. 1940.

THE RESERVE OF THE PROPERTY OF TOGETHER with interest on the balance from time to time owing under this Agreement at the rate eix (6%) ...... per cent. per annum, payable with each instalment of principal.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, the rate aforesaid from due date until payment; AND also shall and will pay and after this date, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said unpaid hereunder, insurable value with some lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessinsurance company to be approved by the Vendor, and will assign, transfer and deliver over to the sary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor Vendor the policy or policies of insurance of the said premises, or any part thereof, the shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances, thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances, thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances, thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances, thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL appurtenance

AND ALCO CARREST AND SUBject to the conditions and reservations in the original grant thereof from the the class describes and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except ing to the said property other than those which are now in possession of the Vendor.

The Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or any times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or any times waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and payments as any default shall happen in making such payments the Vendor may give the Purchaser as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, there are presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in Vendor shall have the right and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser shall specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Isao Koyanagi, Esq.,

C/O Japanese Brokerage,

334 Powell Street, Vancouver, B. C.

or at such other address as the Purchaser shall specify in writing to the Vendor.

And subject to the express agreement that the Purchaser will not require the Vendor to build, erect, construct, or maintain at any time any retaining wall or bulkhead of any kind or nature whatsoever either on or adjacent to or abutting on the within-described lands and premises, and the Purchaser hereby covenants and agrees that the Vendor is under no liability to build any such retaining wall or bulkhead, and the Vendor is hereby released, exonerated, and discharged from any such liability. It is also hereby expressly understood and agreed that this covenant shall be deemed to be, and shall be, a covenant running with the herein described land.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

PROVIDED FURTHER and it is hereby expressly agreed between the parties hereto that this agreement is entered into subject to a covenant on behalf of the purchaser and the purchaser hereby expressly covenants and agrees on behalf of himself his heirs, executors, administrators and assigns that he will at any time within the next twenty-one years on demand or in any event on the demolition of the building at present situate on the aforesaid property, reconvey to the vendor for a consideration of One Dollar (\$1.00) the westerly seven (7) feet of the aforesaid Lot One (1), Block Sixty (60), District Lot One hundred and ninety six (196). IT IS ALSO AGREED that this covenant shall be a covenant running with the herein described land.

1 K

has been proved by the evidence on oath of personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name

the annexed instrument as the maker thereof, that the said is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said instrument, and subscribed the name of the said instrument, and subscribed the name of the said under authority of a power of attorney which has not been revoked.

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

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

Where the person making the admost adjunction is personally known to the officer taking the same, strike out the words in bracket

#### DECLARATION BY ATTORNEY

of the , in the Province of British Columbia,

DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.

2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at
in the Province of
this day of A.D. 194

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

#### Acknowledgment of Officer of a Corporation

In the Province of British Columbia, in the Province of British Columbia, (whose identity has been proved by the evidence on , who is) personally known to me, of appeared before me and acknowledged to me that he is the , and that he is the person of the said

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, in the Province of

British Columbia, this day of in the year of our Lord one thousand nine hundred and forty

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

A Commissioner for taking affidavits within British Columbia.

and affixed the seal of the

More the person making the administratory is personally known to the officer taking the same, strike out the words in brackets

#### AFFIDAVIT OF WITNESS

Province of British Columbia

adt lo : iiW oT

I. I was personally present and did see the within instrument duly signed and executed by , in the Province of British Columbia,

the part ... thereto, for the purposes named therein.

2. The said instrument was executed at

of the full age of twenty-one years.

in the Province of British Columbia, this Sworn before me at 3. I know the said part , and that of the full age of swenty-one 4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

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

# OR SALE OF LAND Agreement F

## FOR MAKER (INCLUDING MARRIED WOMEN)

in the Province of IN TESTIMONY whereof I have bereunto set my Hand and Seal of Office. executed the same voluntarily, and thereof, and whose name rient bearance off of benefition bevasaga som of nwond clianosies (zi odw , ... to diso (whose identity has been proved by the evidence on , in the Province of British Columbia,

ISAO KOYAWAGI

Design the second second second second

in the year of our Lord one thousand nine bundred and forty

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| Palio            |  |
| DAY              |  |

COPI



November Made in duplicate the First (1st) day of

in the year of Our

Lord one thousand nine hundred and forty Two (1942)

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

ISAO KOYANAGI, of 332 Heatley Avenue, in the city of Vancouver, in the Province of British Columbia. Owner of Cabins.

hereinafter called the "Lessor" of the First Part:

CHARLIE LIM, of 561 East Hastings Street, in the city and province aforesaid. Hooming House Prop.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the City of Vencouver, in the Province of British Columbia, more particularly known and described as follows:-

That certain apartment house known as Suite No. 302 to 332 (except Suite No. 326) Heatley Avenue, #709 and #702 East Cordova Street, in the city of Vancouver, and Province of British Columbia, situated on LOT One And Two (1 & 2), Block Sixty (60), District LOT (196) One Hundred and Ninety Six, subject at all time to certain indenture dated and Made Between ISAO KOYANAGI AND CHARLIE LIM. SUITE Numbered 326, used by property Owner for stored room.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

From the Movember, one first (lst) tariff and forty Two (local control control

Yielding during the said term therefor the tent of One Thousend and Eight Hundred, Dollars,

of lawful money of Canada, payable on the following days and times that is to say:

The sum of Seventy Five (\$75.00) dollars per month due and Payable strictly in advance on the First (lst) day of each and every month for the term hereby Granted.

The said lessor will not be responsible for any demage, loss or inconvenience sustained by the lessee in the event of failure on the part of any company or corporation to furnish a supply of electric current or gas for the use of the premises hereby demised, or by reason of the wiring or apparatus on the premises becoming out of order; nor for any damage, loss or inconveniences sustained by the lessee in the event of any injury to, or the destruction of, or of failure to work of any of the water, drainage or waste pipes in the building.

the first payment to be made on the day of day of

That the said Lessee covenants with the said Lessor to pay rent; and xexpay renex and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice. (reasonable weare and tear, and damage by tire and tempest.

That the said lessee will not use premises as a shop.

And will not assign without leave; and will not subjet without leave.

And that he will leave premises in good repair; (reasonable wear and tear, and damage by fire and tempest excepted.)

And that he will not carry on any business that shall be deemed a nuisance on the premises and the said leases will be responsible for any damage to the window glasses, and the said lease will be responsible for any damage to the window glasses.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Provise for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

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 hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lesser have been repaired or made fit for the purpose of the Lessee.

half hold over after the expiration of the fermi hands planted and the I come shall accept remember the 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.

rever the singular or the masculine are used in this Indenture, the same shall be deemed to
the plural or the feminine, or the body politic or corporate; also the heirs, executors, adminsuccessors and assigns of the respective parties hereto and each of them, (where the context
successors and assigns of the respective parties hereto and each of them, (where the context
ties so require).

Whereof the said parties have hereunto set their hands and seals the day and the year

d, Sealed and Belivered

of Witness "Henten S. Okumura"

ei Address 334 Powell Street
City or Town Vancouver, B. C.

Occupation Broker

"Isao Koyanagi" (Seal)

"Charlie Lim" (Seal)

|                        | of British (                | cuted by   | exe bas beng<br>i ,otereto, i<br>to exe lut er | the part<br>of it  | 1<br>1<br>rismi bisa  | of make oath and say:  1. I was personally present and did so  2. The said instrument was executed a  3. I know the said part , and tha  4. I am the subscribing witness to the  Sworn before me at  in the Province of British Columbia, the in the Province of British Columbia, the   |
|------------------------|-----------------------------|--|--|--|-----------------------|--|
|                        |                             |  |  | MILNESS  | 04                    | Province of British Columbia   |
| Ten Very               |                             | berbaud or   | And has al of                                  | year of our Lord one   | odt ni                |  |
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1

A Motary Public in and for the Province of British Columbia.

to yeb

Evane the # 9.112 OFFICE OF THE CUSTODIAN JAPANESE SECTION PROOF OF CLAIM.

In the Matter of The Estate of \_\_\_\_ Isao Koyanaki being a person of the Japanese race, care of G. 1/. McPherson, Esq., Custodian, Japanese Evacuee Section, 506 Royal Bank Building, Vancouver, B.C.

N.R.

I, W. L. WOODFORD, of 453 Twelfth Avenue West, in the City of Vancouver, Province of British Columbia, DO SOLEMNLY DECLARE AND SAY:

- 1. That I am the Supervisor of the Lands and Rentals Department of the under-mentioned creditor and have knowledge of all circumstances connected with the debt hereinafter referred to.
- 2. That the said Isso Kovanegi was on the 29th day of April, 1942, and still is justly and truly indebted to the City of Vancouver in the sum of \$ 1061.64 as shown by the account hereto annexed and marked "A".
- 3. That the said City of Vancouver has not nor has any person by its order to my knowledge or belief, for its use, had or received any manner of satisfaction or security except the following:

As unpaid vendor under executed agreement for Sale of Land.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and knowing it to be of the same force and effect as if made under oath and under and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME, at the City of Vancouver, in the Province of British Columbia, this 29th day of April, 1942.

8. h. 7. Elliot

A Commissioner for taking Affi-) davits within British Columbia.

Wit Woodpus

Catalogue No. 74. KOYANAGI, Isao File No. 9112 Reg. No. 09401

Civie Address: 302-32 Heatley Ave, Vancouver. (700 East Cordova Street)

Legal Description: Lots 1 & 2, Blk. 60, D.L. 181, Gp. 1, N.W.D., Plan 196.

Classifications

Stores & Sultus.

...Sold2...

19/2 Oct. 16th Inventory of articles signed for by the tenant.

1943 June 24th Aut 17th Memo re Claims (N11) Seigment of some of goods as listed in inventory of Oct. 16th, 1942. Catalogue No. 74.

File No. 9112

KOYANAGI, ISBO

Reg. No. 09401

Civic Address: 302-32 Heatley Ave, Vancouver. (700 East Cordova Street)

Legal Description: Lots 1 & 2, Blk. 60, D.L. 181, Gp. 1, N.W.D., Plan 196.

Classification:

Stores & Suites.

1942 Oct. 16th Inventory of articles signed for by the tenant.

June 24th Aug. 17th Memo re Claims (Nil)
Shipment of some of goods as listed in
Inventory of Oct. 16th, 1942.

## REAL PROPERTY SUMARY

JAPANESE NAME:

ISSO KOYANAGI

Reg. No. 09401

File No. 9112.

CATALOGUE NO:

74

PROPERTY ADDRESS:

302-32 Heatley Avenue (700 E. Cordova St.) Vancouver, B.C.

LEGAL DESCRIPTION:

Lots 1 and 2, Block 60, District Lot 181, Group 1, N.W.D., Plan 196.

TITLE:

Registered in the name of City of Vancouver.

ENCUMERANCES:

None registered.

There is an unregistered Agreement for Sale - City of Vancouver to Isao KOYANAGI, dated 1st December 1937. Consideration \$3,500.00. \$1,000.00 cash, the balance payable as follows: \$208.30 quarterly for a period of 3 years until the full purchase price is paid. The last payment to be due and payable on the first day of December 1940. Int. at 6% on unpaid balances.

Vesting Order filed No. 36270, dated May 29th, 1943.

ASSESSED VALUES:

\$1195.00 Improvements \$3000.00 - \$4195.00. Taxes - \$141.49.

CLASSIFICATION:

This is a 2 storey frame building having a store on the corner and 18 suites of 3 connecting rooms, none of which are in good shape,

We are quoting the valuator's report of 25th April 1944 in toto: "Referring to our report to you of the 25th August, 1943, we now understand that the owner of the property, when he purchased it from the City, entered into an agreement which contains a covenant running with the land, giving to the City the right to acquire the westerly 7 feet of Lot 1 at any time within 21 years for a consideration of

This will reduce the frontage of the property to 43 feet on Cordova Street and in effect means that any owner of the property in the mean-\$1.00. time is merely a tenant on sufference for a period, which is very likely longer than the life of the building erected on these two lots. It is reasonably certain that the building will be demolished within a period of 21 years from the date of purchase from the City and in that event re-conveyance to the City of the 7 ft. strip would be

If the 7 ft. strip is required by the City while the building is required automatically. still standing, the usefulness of the building will be virtually destroyed because it is in such a condition that it would not be

The ownership of this property as a whole is therefore of a very worth remodelling. speculative character and we are of the opinion that this covenant

educes the market value of the property considerably. We have looked over our notes on this building and our estimate of the cost of repairs required. We find that in recommending acces of am offer of \$3,000, we had taken a fairly optimistic view of the cost of the repairs necessary to prolong the life of the building.

Grandy, The 9112 EXPIRATION POLICY NO. AMOUNT PROPERTY DAY GERTAL STRUKER STRUKER File No. 9112. IGAO KOYANACI - RER. No. 09401. The above named Japanese declared on his JP Form, signed 22nd October 1944 that he carried some Fire Insurance but did not know the particulars. It was found that the following Policy was in force: Legal & General Assurance Society Ltd., No.11632 - \$3,000., on 2 storey frame building, occupied as stores and apartments, expiring December 1st, 1944. This was transferred to Walter Herman Shinnick, 17th May 1944, and a credit of \$22.50, unearned premium, was placed to Isao KOYAWAGIUS account. This summary is certified to be in accordance with information on file. March 25th, 1947. DAC: JS 

File No. 9112. Cettalogue No. 74. Merch 21st, 1944. ite. L. L. Reight Authorities In All Francis Joseph Kozinika ( - Ragidia (1940) the englished becomes the following demonstrate the con-L Original Continues of Beautymen. 2. Transmission in duplicate. to Decil in diplicate and there area in surrent 4. Copy of letter showing to whom sold and price puld for the property. Control of the Contro Continues of Indefensible Title Bunber 2570-L to in the ford Begistery Office. Affranci 

WALTER REPORT SRINGER

To account within The Gustodian of Bueny Property

STATISHENT OF ADJUSTMENTS

(as at Policulty 1, 1944)

|  | 21012           | CHEDIT         |
|--|-----------------|----------------|
| Purchase price   | 2,500,00        | 2,500.00       |
| Chaques received<br>31/365 x \$135.83 meller's proportion of 1944<br>(mount of rental \$75.00 less agent's fees \$ | 1.75)           | 71.25          |
| Poteroncy Lot to Poteroncy 29th  Barch Lot to Barch 31st  Lord lot to April 30th                                   |                 | 71.25<br>71.25 |
| Name Let to June 30th  | 9.25            | 71.25<br>72.25 |
| Bagistration fees on deed, \$2500.00<br>Bacurance prestum - 72.15 x \$31.20  | 22.90<br>336.04 |                |
| Amount oring to purchaser  | \$2,867.79      | \$2,867,79     |

BALANCE CHING TO FURGIASE

\$336,04

Catalogue No. 74 Pile No. 9112 700 East Cordova Street 182/60/181/1/196

Receipt of Certificate of Title No. 100618-L is by me hereby acknowledged and L agree that all adjustments and incidents in connection with the sale to me of property covered by the said certificate have been settled.

Receipt is also acknowledged of Legal & General Assurance Society Ltd., Policy No. 11632 which has been assigned to me.

Receipt is also acknowledged of cheque for \$336.04 representing closing adjustments on sale to me of 700 East Cordova Street.

Dated at Vancouver, B. C., this A day of Acres 1944.

Faces At 2: 1

D. 640.56

To The Office of the Custodian, 506 Royal Bank Building, Vancouver, B. C.

Dear Sirs:-

6:

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases, where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

New Prince

STATEMENT RE SALE OF:

Name: KOTANAGI, Isas 609401

Catalogue No: 74

File No: 9112

Street Address: 302-32 Heatley Ave. (700 East Cordove Street)

Legal Description: Lots 1 & 2, Block 60, D. L. 181

|   |             | \$ 2,500,00 |
|---|-------------|-------------|
| Sale Price<br>Real Estate Agent's Commission                | \$ 125.00   |             |
| Charge for Valuation  | 25.00       |             |
| Charge for Advertising                                      | 4.03        |             |
| Land Registry Office Transmission Fee                       | 6,00        |             |
| Encumbrances: Prin. \$1061.64 }<br>Unpaid vendor Int. 73.12 | 1,134.76    |             |
| Mortgagee   |             |             |
| Arrears of Taxes  | 605.49      |             |
| Other charges   |             |             |
| Adjustments:<br>Fire Insurance                              |             | 22.50       |
| Taxes to Feb. 1/4   | 11.54       |             |
| Tave  |             |             |
|   | \$ 1,711.79 | \$2,522.50  |
|   |             | 6 610.7     |

Net Proceeds credited to your account

July 8, 1944. Date: .

| CH & 17-367-70 |           |              |                                       |                  |
|----------------|-----------|--------------|---------------------------------------|------------------|
|                | 80 Marian | • 6.36       |                                       |                  |
|                | 1         |              | B. C. Somety Constants - Problem one. |                  |
|                | 80.72     |              |                                       |                  |
|                | 25.8      |              |                                       |                  |
|                |           | <b>30.00</b> |                                       | į                |
|                | **        |              |                                       | Total State of L |
| DE LOS         |           |              |                                       | 8                |
|                |           |              |                                       |                  |

May 1, 1944. Pro Conta on Star 271 The City and Chimnist have been negotiating an option to replace the twenty entered into tith the Japanese, Royallis, which they, it the place of sale, which the replace against the title. Under the new agreement the City while here no right to execute this clame until the year 1997 and they work accordance that clame until the year 1997 and they want accordance the year 1965. De woold neggest that if this let refuse to produce the produce th 

May 1, 1944. Mr. Felter H. Chimick, Statio Studio, S50 West Sectings Street, Vanoauvor, B. C. Door Lira Res Catalogue No. 74 700 East Gordova Street (302-332 Heatley sverue) he have received your letter of April 26th and your comments are noted. The Custodian is only repared to sell this property in its present condition subject to whatever rights the City may have or any arrangesouts which could be made with them, for the sum of 12,500.00. If this is not entirely actiof story, we would be glad to refund the jurchase price. at this time we night call your attention to the terms of sale in our cetalogue under Paragraph No. 8 in which it is stated that the Custodian reserves the right to cancel every accepted tender and to refund the deposit at any time prior to delivery by him of the oraveyance. Yours bruly. George Peters, Administration Department. GP:Es

File Bo. 9112. signed 22sd October 1944, that he had no Personal or Trude lebts, and we can find no evidence of my claims having been filed against him. This cummary is certified to be in accordance with information on file. March 25th, 1947.

Thank you for your letter of February 16th. We see that the Kitagawas were not evacuated until several months after they declared their belongings left at your premises at Heatley Avenue. Under these circumstances, we think it likely that they disposed of these belongings before evacuation but we have written to Ers. Kitagawa and asked her to confirm this. We have told her to discuss this with you as she is at Slocan Extension.

We see that we have not enswered your letter of January 31st enquiring about the gas range and the trunk. If you will refer again to the suction 11st, you will see a Jewell gas range shown on the second page. The trunk is still held in storage for you here and can be made available when the present congestion in our warehouse subsides.

Yours truly.

H. F. Green Protection Department

January 15, 1945

Mr. Isao KOYANAGI, Reg. No. 09401, 6/6 Cody Lumber & Pole Co., Nelson, B. C.

Dear Siri

On August 5, 1944 we forwarded you a cheque for \$1,482,12 representing the balance of your account with us. In this amount was \$97.72 representing the sale of chattels as per the enclosed list. We now find that the following articles included in this sale were the property of Yoshinobu KTTAGAWA;

| 2 Wardrobes 1 Bureau 2 Beds 1 Kitchen Cupboard 6 Chairs 1 Kitchen Stove 1 Heating Stove 2 Poss Carpet Linoleum 1 Lot Sundries |                 |
|---|-----------------|
|   | 1.00            |
| Less Auctioneer's Fee \$4.35<br>Advertising: .85  | <b>\$</b> 43.50 |
| Moving: 1.72  | 6.92            |
| Net to be credit to File<br>No. 6570  | \$ 36.58        |

which means that your account was credited with \$36.58 for chattels which were not yours, therefore, we would ask you to kindly send us a cheque for \$36.58 by return mail.

Yours truly,

G. D. Milson Administration Department Ter Mr. Hilson

From The Protection Dept.

Re: Yoshinobu KITTIGAWA (Dec'd)
330 Heatley Avenue,
OHATVELS

With sufference to your memorandum of the Ath Instant, the chattels belonging to it littleway were apparently removed from the above address under the mine of Mr. Koyanagi (file 9112) and sold under his name in Vancouver American #25.

In comparing and checking the chattels declared by Kitagawa, with the chattels sold under the name of Koyanagi, the following would appear to be the disposition as closely as can be determined:

|                       | Singer seeing machi<br>Seta |   | lot found          |
|-----------------------|-----------------------------|---|--------------------|
|                       | Rererobes                   | 到1000年1000年 1000年 | 10t Found<br>18.50 |
| <b>的形态。"在1950年间</b> 是 | Bureau<br>Rede              |   | 5.00<br>5.50       |
| 1                     | Kitchen Cupboard            |   | 9.00               |
|                       | Chalte<br>Citchen Stove     | <b>a a</b> ?  | 3.60<br>10.59      |
|                       | Heating Poor, Corpet Lin.   |   | .50                |
|                       | Let subtries                |   | 1.00               |

The Coregoing is submitted in view of the possibility of an Official administrator being appointed to liquidate the Between

The proceeds of quotion for the items mentioned above should be transferred to file 6570 and for this purpose, a copy of this letter is being bould to Hims Charlotte Girard.

EBS<sub>12</sub>.

Es. Z. Lyain

Loren Acceptance la Roce 14.35

Advertitatings 0.85

Borings 1.72 6.92

Not to be eredited to File 6570:

July 11, 1944. 13 to 1912 III OF OF OR Ton. the State Front Son Lines to allow FED TOMAN AND TO All chettels were removed from the above eddress. 4.0.74. Lyan ens/ple

MARINE 9089 EVE. PACIFIC 2270. PUBLIC ADDRESS SYSTEMS 850 HASTINGS ST. WEST (CREDIT PONCIER BUILDING)

# Audio Studio

Sound Recording Specialists

Anythins - Anythere - Anytime

Rec'd JUL 17 1944.
File No. 9117
Ans.
Referred

VANCOUVER & C. July 15th-44

TREASURED

exchises

HOME NOVIE SOUND

BANCE ROUTING

TRANSCRIPTIONS:

EDUCATIONAL COMMERCIAL POLITICAL PUBLICITY SYSHITS The Gustodian of Enemy Property, Royal Bank Building, CITY.

Bear Sir:

#### Catalogue #74

I recently purchased the above parcel through
your office. The property is subject to a lease
in favor of one, Charlie Lim. I have made numerous
unsuccessful requests for the original lease.
A correct document is essential to me for future
dealing with the Leases, Please - - ?

Your Chattel department obtained from your agents
Hears. Pemberton's Ltd, the key to a 3 room suite
in the property known as 526 Heatley Ave, for the
purpose of removing stored chattels the property
of the previous Japanese owner. I have numerous
requests, also unsuccessful, for the delivery of
this key. My undertaking to you granting you two
weeks in which to remove the chattels expired a
good many days ago. If I do not receive the key
fortheith I shall look to you for rent for the suite
in question at the current rate for adjoining similar
Suitema

I am leaving for Alaska on the 23rd. I will be gone until Sept. 1st. I wish to have the transfer and the operation of the property smoothly adjusted before leaving. May I have some action ?

Walter H. Shinnick.

MARKE 9083 VE FACIFIC SETO

PUBLIC ADDRESS SYSTEMS

Audio Studio

Sound Recording Specialists

Anything - Anywhere - Anytime

OSC WASTINGS BY WEST

VANCOUVER B.C. April Iwenty six 1944

EXCLUSIVE TREASURED recordings of:-

TALKING LETTERS

OME MOVIE SOUND ECONOMIS PARTIES

NCE ROUTINE

Office of the Custodian Japanese Evacuation Section, 506 Royal Bank Bldg. Vancouver, B.C.

> re-catalogue no.74 700 E. Cordova St. & 302-332 Heatley Ave Lots 1&2/60/181

Dear Sir:

By letter, on January 20th last, I completely reviewed the physical condition and tennancy complications of the above parcel. That letter should now be considered along with this one. At that time I offered \$2500.00 cash for title to the property.

On February 4th you advised you were recommending the offer and requested my cheque - which you received on March 13th. On April 15th you advised that registration had been completed in my name and enclosed a copy of notice of change of ownership to the tennant.

On April 25th you counter advised that Registration in my name had not been completed - that it had been held up by the Registrar by reason of a clause in a previously unregistered agreement for sale between the Jap and the City of Vancouver which gave the City the right to purchase the Westerly 7 feet of lot 1. above for \$1.00 at any time between now and 1958. The prospective purchase being for the widening of Heatley Ave. Exercise of this right by the City would necessitate complete demolition of the buildings on the property. As I pointed out in my January letter, the Lot value

is nil. Whatever asset there may be in the thing is represented by the revenue from the buildings, and that only after they have been made to comply with City by-laws and the termancy complications cleared up.

In actual point of fact, therefore, the Jap has
no asset whatsoever in the parcel to sell except
a day to day lease for another 15 years, which
period is beyond the life of the buildings. And
whatever that slender asset may at one time have been
worth, it has been completely dissapated by ommission
in regard to maintainence. I suggest that this (no asset)
might be the reason the Jap defaulted his obligations
to the City. It now also becomes apparent that whatever
money the Jap may have originally put into the place a
he has had back ten times over.

This is by the way - because the situation was covered in calculating my offer of January 20th. You will note in that letter I pointed out that I might at any time be required to install baths in the suites.

However, I hardly expected that my purchase would actually be anticipated, but, it seems that at least one City Department must have accepted the sale for I am advised that notice is on the way to comply with the by-law in this regard.

Frankly, I would hardly expect the City to walk in tomorrow or nest month for the repurchase of the 7 foot strip - which they can do if they so wish. But it is a sound assumption that street widening will be one of those work projects that an ambitious council will dive into head first immediately after the war. Therefore in view of the expenditure required to condition the building and make it conform to by-law in the face of a title which is definitely not negotiable in the real estate market, the parcel is not worth \$2500.00. I understand the City already have been paid their claim out of my purchase money, and I submit that the Jap has now no equity in the place whatsoever, However, as an effort towards an amicable settlement I will pay \$2000.00 for the parcel and take title subject to the right of the City, with the sale to be concluded and adjustments made as of March 13th as originally planned. May I please hear rom you at once as the tennant must be dealt with by

Walter R. Shinnick

Walter H. Shinnich keterred ... Notary Public PHONE MArine 9033 Res. PAcific 3270 Suite ( (Basement) 850 WEST HASTINGS ST. (CREDIT FONCIER BUILDING) VANCOUVER, B. C. March 13th. 1944. Department of the Secretary of State, Office of the Custodian. 506 Royal Bank Building. Vancouver. B.C. Re: Catalogue No.74 Dear Sir. 700 East Cordova St.and 302 to 332 Heatley Ave. Pursuant to your letter of March 8th. and acceptance of my offer re the above property I enclose herewith certified cheque for Twenty Five Hundred Dollars (\$2500.00) in payment of same. I understand this property is subject to a lease held by a Chinese and that the lease expires some time in November 1944. I must insist that the transfer be completed in time for me to give the leaseholder six clear months notice that it is not my intention to renew the lease. This notice is required under orders of the War Time Prices and Trade Board. You have the lease and are aware of the date of it's expiry. Will you please govern yourself accordingly. For purposes of registration kindly have conveyance made to. Walter H. Shinnick, Agent. (British Subject) 1432 Comox Street, Vancouver, B.C. Thanking you for your attention. I am. All many Yours truly. WALTER H. SHINNICK. WHS/D. 

## MENORANDUL

File Boot 9212

March 24th, 1944

To: Wr. Spain

From: Mr. Green

Re: Catalogue Number 74
700 E. Cordova -- 302-32 Heatley Ave.
Owner: Isao KOYANAGI
Tenant: C. Lim
Purchaser: Wr. Shinnick

It appears from this man's declaration and pemberton's report of October 15th, 1942 that Suite pemberton's report of October 15th, 1942 that Suite no. 326 at the above address was not rented, and contains the owner's effects. These were jointly signed tains the owner's effects. These were jointly signed to on October 16th, 1942 as per enclosure to Pemfor on October 16th, 1942 as per enclosure to Pemfor on October 16th, 1942 as per enclosure to Pemfor on October 16th, 1942 as per enclosure to Pemfor on October 20th. Some shipments were betten's letter of October 20th. Some shipments were made in January this year and as far as possible I have marked on the inventory the items that have have marked on the inventory the items that have about moving these as the present lease holds good to November 1944.

ート

HFG: IF

See also My Pelymis man and all and a standing and a second war of the second with the second second



# BRITISH GOLUMBIA SECURITY COMMISSION

Lemon Creek, B. C., January 26, 1944.

To The Custodian:

This will be your authority to pay on the the B. C. Security Commission, the sum of Seventeen Dollars (\$17.00) from funds of mine in your possession. This amount is to dover freight and charges on shipment of goods made to me by the Commission.

2 Koyanagi

THE PERSON

Dated this 27th day of January, 1944, in the province of British Columbia.

Recent inspection, however, has prompted us to question the advisability of going to the expense rather than consider an offer under \$5,000, which is the price placed on this property. If the expense is to be contemplated, some consideration should be given to the structural condition. The roof is not in good shape and the north-east corner of the foundation has given sway and as the entire building is not on concrete, it is very susceptible to dry rot. Odd carpentry work to the building and the windows is necessary as well as the exterior paint is at the danger point. This work, which is necessary, would run over \$750.00.

Consideration also should be given to the sanitary facilities. There is only one toilet for each three suites and no bath or shower accommodation. In a great number of cases, the City has insisted on these facilities being provided, especially when occupied by White tenants.

While this property shows a fairly attractive return on the price listed, it should be remembered this is an old structure in a poor location and that any type of accommodation will rent under the present housing shortage, but would not be attractive under normal conditions.

In view of the foregoing, we believe you would be well advised to consider an offer of \$2,250 to \$2,500 now, rather than chance a better price after repairs.

(P.T.O.)

(2) Department of the Secretary of State January 25, 1944. As the Japanese have moved, the district as a whole does not hold to higher values because they shopped and banned together in this area, whereas the present White occupants do not confine their buying to this district and are living here only because of wartime conditions. Yours very truly, PEMBERTON REALTY CORPORATION LIMITED. wy moore W. G. Moore. WGM\_JM CARROLL SERVICE CONTROL OF THE SERVICE OF THE SERVI 

MARINE CORS

PUBLIC ADDRESS

# Audio Studio

Sound Recording Specialists

Anything - Anythore - Anytime

EVACUATION SEPTEMBRE BRICA JAN 22 1944 - FRENCE SEPTEMBRE SEPTEMBR

VANCOUVER & C. January 20th 1944

TOTAL DEPT.

PERCENTERS
"TALENS LECTERS"

MACAGINE SOURCE

ASSESSMENTS

office of the Custodian 675 W. Hastings St., Gity.

302 to 352 Heatley Ave.

Dear Br. Mileson!

COURT OFFI I will pay \$2500,00 cash for the above Japanese property.

If your Office is comminely interested in disposing of this somewhat aloudy parcel, and with
due respect to the opinions of your valuators
due respect to the opinions of your valuators
who have in some cases placed rather unusual
who have in some cases placed rather unusual
valuations on enemy property, may I make a few
valuations on enemy property, may I make a few
valuations on the condition of the parcel in
observations on the condition of the parcel in

Please believe me, these are not the usual irresponsible remarks made for the purpose of irresponsible remarks made for the purpose of influencing price, but are obvious facts which influencing price, but are obvious facts which even a superficial survey of the improvements over a superficial survey of the improvements.

The motual Lot value in this district is elearly indicated by the City Tax Sale List as nominal indicated by the City Tax Sale List as nominal and without speculative consideration. Whatever and without speculative consideration, whatever and without speculative consideration, whatever and without speculative consideration, so represented value this parcel ever did have is represented solely by the returns from the improvements.

Mothing has transpired in the real estate market
since the Jap purchased the property to warrant any
increase in price in this district - even in cases
impresse in price in this district - even in cases
where the improvements have been reasonably maintained,
where the improvements have been reasonably maintained,
on the other hand. I submit the Jap has largely
dissipated his original investment by deliberate
dissipated his original investment by deliberate

The building needs a new roof - essential.

The foundation is gone and must be replaced,

The electric wiring has been condemmed and must be replaced throughout.

The interior requires a complete carpenter overhaul (accumulated depreciation and breakage is extreme).

The City may and are most likely to order the installation of boths at any moment.

The whole interior requires painting or decorating.

There is about a \$600,00 default in taxes,

The agreement of sale with the City is in arrears.

A Chinese holds a lease of the property for only \$75.00 per month. While this lease expires in Hovember negt, under present Rental Board orders he cannot be vacated. This writer canvassed the situation with no less an authority on the question than Mr. Dellars - Rental Controller for Canada.

Irrespective of the terms of his lease the Chinese is Nor remaining - Kike the Jap, he is taking to Nor remaining - Kike the Jap, he is taking everything out and putting nothing back in.

Immediate essential repairs will cost \$2000.00 without the possibility of an additional \$1500.00 for baths in the suites. This means an immediate

investment of \$4500.00 for a return of \$75.00 per month out of which 16 housing units must ne maintained. The return is not adequate to warrant any larger investment. Therefore I submit that \$2500.00 is not only a fair offer, but it is top price. Beyond that figure the Chinaman's lease is worth more than the property.

I appreciate the fact it is the duty of your office to protect the interest of the Jap, but I submit the Jap has long since had his original investment back together with a profit thereon, and that whatever equity he may have had in the property has now become completely dissipated. Not even a Houdini could hope to milk a piece of real estate dry of revenue, putting nothing back in to keep it going, and still expect to protect his original investment.

Purther - without understanding whether the lease to the Chinaman was expedient for the Jap at the time it was made - I submit that this lease, followed by the unanticipated orders of the Rental Board, was unfortunate and has decidedly depreciated the market value of the property since the time the Jap purchased it and received unrestricted possession. I submit the Jap is not entitled to any protection against this unfortunate transaction by way of any consideration in the sale price. Any other citizen who got caught unfortunately by Rental Board Orders has had to take gracefully whatever loss the Orders entailed as his remustant contribution to war expediency.

Disposing of the Chinaman is a slim gamble which a purchaser must take, involving legal action and costs regardless of the result. But it does seem to me that unless the situation is soon cleaned up, either in this way, or by a purchaser or someone on behalf of the Jap spending considerable for immediate repairs, the Jap will have he interest in the property left to protect.

Anything beyond \$2500.00 for this property would be paying the Jap an unwarranted and unearned profit - paying the Jap an unwarranted and unearned profit - it would be discounting the future on a lawsuit and a series of life, and in view of all the circumstances it would not add up, when the essential repairs are paid for, as a normal investment.

This offer compares favorably with asked prices in this district, which I would be glad to furnish, you may sek - why do I not buy the other properties. The answer is - they are much larger - too large for me, but they do furnish material from which a comparative market price can be established.

regret the length of this letter, but in view of seemingly arbitrary valuations placed on some enemy properties a detail analysis of this particular and properties a detail analysis of this particular and unusual situation seems called for - that is, unless the Gustodian does not wish to dispose of this parcel at this time.

Thanking you for whatever consideration you may choose to give this offer, Ism,

Walter H. Shinnick.

H. J. SAYER & COMPANY

ELECTRICAL CONTRACTORS

744 WEST MASTINGS STREET
VANCOUVER, S. O.

January 20, 1944.

Pemberton Realty Corporation Ltd. 418 Howe Street, Vancouver, B. C.

Attention - Mr. G. Johnson:

Rec'd JPN 26 1944
File Ito. 9//2
Ans.
Referred McCoor

Dear Sir:-

With reference to your inquiry re: the necessary Electrical work at 700 East Cordova Street, City, we will supply all labour and material necessary to carry out this work as detailed below for the sum of Ten Hundred and Thirty Dollars (\$ 1030.00).

New Incoming Main Service Main line Switches Necessary Gutter Boxes and Meter Loops Two Wall Plugs on separate circuit in each suite, Necessary Hall Lights as required.

All work to be carried out to meet the requirements of the Vancouver Electrical Department.

Thanking you for this inquiry and trusting we may be favoured with your order, we are.

Yours very truly,

H. J. Sayer & Company Limited:

VANCOUVER BC Jan. 24

194

M\_

IN ACCOUNT WITH

# THE CENTRAL CARPENTERS

(A PINCHBECK)

ALL KINDS OF BUILDING REPAIRS

Flat roof is in poor condition but does not leak

Flat roof is in poor condition but does not leak

Foundations are fair with exception of the

N.E. corner

There is no concrete, building is on wood sills

Back stairs and verandah are in fair shape

Outside woodwork & windows need repairing and

building painted

Yours Truly

The Central Carpenters

per Brush

ELECTRICAL EQUIPMENT :: SALES :: INSTALLATIONS :: SERVICE THE J. H. MCRAE COMPANY LIMITED TELEPHONE FAirmont 4118-9 **ELECTRICAL CONTRACTORS** 2219 Cambie Street, Vancouver, B. C. January 20, 1944. Pemberton Realty Corporation Ltd., JAN S. 1944 418 Howe Street. VANCOUVER, B. C. AFFINITION JEALT VILLS Attention Mr. Johnston Gentlemen: Re: The electrical survey at 700 East Cordova Street. Our quotation for the rewiring in this building to bring the same up to present Electrical By-Law requirements is Ten Hundred Ninety Dollars, (\$1.090.00). Trusting that we may serve you further in this respect. Yours truly. THE J. H. MCRAE CO. LTD. JHM/1f A COMPLETE ELECTRICAL SERVICE

CITY ELECTRICIAN'S OFFICE TELEPHONE: FAIRMONT 2711 CITY ELECTRICIAN VANCOUVER B.C. February 2nd 1943. DEPARTMENT FEB 3 - 1943 Pemberton Realty Corp., 418 Howe Street, ATTENTION | DEALT WITH Vancouver, B.C. ATTENTION MR JOHNSON Dear Sir:-Re:- 700 East Cordova Street. Further to your call of the other day re the defective electrical wiring in the abovementioned building, I would beg to advise you that electrical repairs to wiring are as follows:-Unapproved wiring has been added in living quarters, plug wired in unapproved manner in the kitchen. New service required. All unapproved wiring to be removed, and a plug required in each suite throughout building. / Thanking you for your kind co-operation in this matter, and your immediate attention. Yours truly. Was in the Same condition soul as The City sweet is 10 3927

# R. SUTHERLAND ELECTRICAL CONTRACTOR

721 Seymour Street, Vencouver, B. C.

| Res. FA To | def 0016 |
|------------|----------|
| MAR        | 1-1-1943 |
|            |          |
| Referred   |          |
|            |          |

REPAIRS - ALTERATIONS - MOTOR INSTALLATIONS

728 11/43 I Johnston Bemberton & Son. Dear Sir : The following is our tender to installation of electrical work at 700 E. Condona St. Install new Service o fanels in rear of building. Install meters o fuse Panels for 18 autes spectale 4 lall lights in front & 4 Verandel Storie Justell (It o / switch in sech of 8 tribts I Plug in Ketchen of each suite. Check & Refair all defective wiring in Sudding To pass city inspector. all materials to be the best of their class of for the sum of 905 00 ones truly P. Sutterland

(t) (a) (b) (c) (c) Could you kindly advise he as to whether we have spend the mores to have on him now to have the light of the day of the state of the st This building was expected and sold by the Cary of the

MANIA

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| Litchen table  |   |
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| otal and a second  |   |
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| ELECTRONIC PROPERTY  |   |
| THE WASHINGTON   | Carried forward                               |
|  |   |

72.98

5.00

S. Horas

REGISTRATION NO. 09401

FILE NO. 9112

The following chattels were sold by public guotion et 992 Percit 58., Venequeer, B.C. on June 28, 1944.

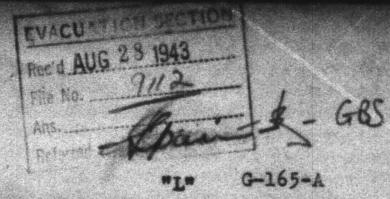
|                                   | Brought forward | \$ 72.50 |
|-----------------------------------|-----------------|----------|
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| Thirds and treates board          |                 |          |
| Senter tente                      |                 |          |
| Manager with board and stove Mds. |                 |          |
|                                   |                 | -32      |

| Total             |                  |              |              |
|-------------------|------------------|--------------|--------------|
|                   | (Auctioneeric Pe |              | 116.25       |
| Less Expenses;    |                  |              | 28,53        |
|                   | (Nortings        | . LC         | ACKIED HARAF |
| Net Proceeds Cred | itea:            |              | 97.70        |
|                   |                  | 500多数共活动地的一种 |              |

Wembers of Custodian Staff Present. We. Wills
Extracted from Auctioneering List No. Vancouver 25.
Remarks.

| FILE NO | KOYANAGI.              | Date                     |      |
|---------|------------------------|--------------------------|------|
| 1       |                        | ermentioned articles and |      |
|         | 1 Camp Stoke           | (Rustis)                 |      |
|         |                        |                          |      |
|         |                        |                          |      |
|         |                        |                          |      |
|         |                        |                          |      |
|         | Auot1                  | oneer (A)                | سمعم |
| 7       | he above mentioned art | icles have been abandone | a    |

Warehouse ... 992 Powell St. Date ... freme. 29 - 44 KOYANAGI .... 326 Neatly are... ADDRESS.... I have examined the undermentioned articles and consider that they have no value. / Woods Coal Rauge (Bundow)
and Rusty) Austioneer X A Louisson The above mentioned articles have been abandoned Mar Wills



## BRITISH COLUMBIA SECURITY COMMISSION.

## CUSTODIAN RELEASE FORM

Address 12 Juniper Avenue Date August 17, 1943
LEMON CREEK, Slocen, B. C.

|                     | To: The Secretary of State, acting in his capacity as Custodian, Vancouver, B.C.  |
|---------------------|---|
|                     | I, KOYANAGI Isao , Police Registration No. 09401  |
|                     | hereby request you to release to me the under-noted property (key held by stored at 326 Heatley Avenue, Vancouver, B. C. (PembertonsHowe St                     |
|                     | in possession of The Custodian  |
|                     | and I release you from any claim whatsoever with respect to such property.  |
|                     | Description of Property:  |
|                     | Chiffenier (3 smell drawers; 4 large with mirror) Grahaphone (top on  |
| 2 doz.<br>Coat han  | gers Japanese records (left in glass case) Black Mantel Clock ( in blue   |
| l pr. l<br>black ga | rbarding shoes 2 Japanese dolls (left in blue trunk) Linoleum   |
|                     | all school and fiction books; loseleaf books, 2 bamboo flower stand  1 dezem Perserving Jars (quart size) Original Address 326 Heatley Avenue, Vancouver, B. C. |
|                     | Date Evacuated to Vancouver   |
|                     | Date Evacuated to Present AddressOctober 26, 1942   |
|                     | Number in Family - 12 years and over 5  |
|                     | Number in Femily - 5 to 11 years old 4  |
|                     | Number in Family - under 5  |
|                     | TOTAL NUMBER IN FAMILY Nine   |
|                     | I agree to pay all charges as required by the British Columbia<br>Security Commission.  |
|                     | APPROVED:<br>BRITISH COLUMBIA SECURITY COMMISSION   |
|                     | Per: A. Brance Claimant Signs Here  |
|                     | Vancouver, B.C. August 27,1943.   |
|                     | Custodian of Alien Property,  506 Royal Bank Bldg.,  Vancouver, B.C.  |
|                     | Two copies of Release to you. Will make shipment as soon as mutually  |

CNT:FF

23

Per Transportation

Inventory of 326 Heatley Avenue

Vancouver, D. v.

#### I. Koyanagi (Owner)

52 rooms linoleum / some whiled 13.1.44

1 wood and coal kitchen range abandmed a untiley apartu

\$1 four plate gas range

combination china closet and cupboard

10 stove pipes | falling of mit immen

10 gas pipes

1 trunk bela 20 992 27-6-44

1 chiffonier / Muffed

S1 dresser

sl wardrobe closet

2 3 beds with mattresses and springs

15 chairs . t

1924 -- 53 large tables

5 tables (end tables, etc.)

5 2 book-cases

51 wall clock

1 mental clock / r-fred

3 screen doors

1 ladder

frelien and

1 rubber garden hose (50 ft.)

5 2 boxes of miscellaneous (vases, books, etc.) //m/ : h/ful

October 16, 1942 et Vancouver, B. C.

Should by autom - 18/6/00 - Dan 25 who aid an employe mes astract