British

OFFICE OF THE CUSTODIAN 10128

OFFICE OF THE CUSTOBILEN EIVE 1 29 19

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: HIKOTARO SHIOMI
HOME ADDRESS: 4545 MAIN STREET, VANCOUVER, B. C.
REGISTRATION NUMBER 05125 SEX: MALE AGE: 45
OCCUPATION: CONVECTIONARY
(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: NIL
MARRIED? YES
NAME OF WIFE OR MUSEAND: TOMI SHIOMI
ADDRESS OF WIFE OR HUSBAND: 4545 MAIN STREET, VANCOUVER, B. C.
NAMES OF ANY LIVING CHILDREN: JACK SHIOMI
ADDRESS OF CHILDREN: TORONTO, ONTARIO AGE OF CHILDREN: 18
STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)
1. LOCATION AND DESCRIPTION: BLD .
2. BUILDINGS AND OTHER IMPROVEMENTS: NIL
3. INSURANCE (Give particulars; state where policies are) MONARCH LIFE INSUR.
\$1000.00 NUMBER P 106205 GREENWOOD, B. C.
5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) NIL 1. TAXES (Amount and where payable)
6. OCCUPANCY AND LEASES (If vacant so state) NIL

IO 'NI	TEREST	CIVIN ON VIA SUCH BROBERTY HILL 3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY IN
	TIN	2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS.
is: niges	I ELLECI BE' LIXI	TO CIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE CONTENENT
		6. IF FARM LAND, PARTICULARS OF CROPS SOWN: MIL
	TIN	4. STATE WHEREABOUTS OF LEASE: MIL. 5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid).
	TIN	3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
		S TYNDIOKD.2 NYME VND VDDKE22: NIT
		L. LOCATION AND DESCRIPTION: MILE TATEMENT OF REAL PROPERTY OCCUPIED
		8 STATE IF ANY OTHER PERSON HAS ANY INTEREST: NIL
		2. STATE WHEREABOUTS OF TITLE DOCUMENTS: MIL.

INFORMATION FROM R.C.M.P.

Date March 16/44 Our File No. 10728 SHIOM, Miketare.
(Surname in Block Letters) Age March 21, 1898 Registration No. 05/25 Male - Female Porner Address 4554 - Snain St. Vancouver, BG: 821 Jackson Avenue, Jan. H. Dete Evecuated 4/5/42. Naturalized - Canadian-Born - National 3679 St. Wai. W. monteas Pg. 5/1/86 Present Address Boldy no. 10 Successord & Name of Wife HAMAGUCHI Tomes Merried - Single · (check) Name of Husband_ Name of Father Ochinates. Name of Mother Theno masoo, Jack - 19 gro. Names of Children under 16_ Requested by - TR Registered with Custodian Ves

botreal, May 25, 1949. Department of The Secretary Japanese Systemation Section, 506 Royal Bank Bldg., Vancouver, B.C. Attention to Mr. B.R. Dusenbury Re Bond, deposited under the name of "Kii Knigai Ryokai" at the Royal Bank of Canada, Sast and Spannha Since I received a copy of your letter addressed to ir. Steali Kariya, 3.0.8ex 405, Greenwood, S.C. under your file io. 7325/10728, in connection with the above bond, I have contacted my friend, Er. K. Saimoto, in Vancouver to find out its actual location and received an answer from The Royal Bank through him as per emplosed copy. I seamet understand how the bond in question disappeared from all records, as I retain the receipt from The Bank, so would you be kind enough to investigate further this matter and let me know at your earliest convenience, and oblige. Yours very truly, Hikotaro Shiomi. 3679 St. Urbain, Montreal, Que. Hiroton Showing Copy to: "r. S. Kariya. F.O.Bex 405, Greenwood, B.C

COPY

E. Kariya, Box 405, Greenwood, B.C.

March 24, 1949

The Custodian Office, e/o Granville and Hastings St.

Dear Sire-

Kindly give me information in reference to the following matter:

a/c under the name

HIKOTARO SHIOMI 05125

The Bonds formerly were deposited under the name of Kii Kaigai Kyokai at the Royal Bank of Canada East End Branch.

Is it still under the same name or has been changed to H. SHIOMI who was Secretary and I was President of the Ass'n then.

Your advise at your earliest convenience will be appreciated.

Yours truly,

(signed) 18. KARIYA

13325

The above two purities run the law stab lighted the a determ from it. Surger detect horer that the same and stated that he has not not any interest in the stages for a few years and that it. This as the solo The Charles were end for damping the second of the second MAGNET DEVISO OF I STREET AND A STREET OF THE STREET OF TH

EVACUATION SECTION Pec'd DEC 1 0 1943 File No. Ans. Referred-165-A

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

	ASE FORM
Address	
Oreenwood, B.C.	Date December 6, 1948
To: The Secretary of State, a capacity as Custodian, Val	
I. SHIONI BULL	5.0.
hereby request you to release	Police Registration No. 05125
in possession of Custodian	under-noted
and I release you from	
and I release you from any claim such property. Description	m whatsoever with respect to
polon of Property.	
Truck containing	
All photographs lack in a hox in	
	- Littleman
Order	
Original Address 4554 Main St.	
Date Evacuated to Vancouver	
Date Evacuated to Present Address Number in Family - 12 years	Merch 5, 100
Number in Family - 12 years and over	91° 8
Number in Family - 5 to 11 years of Number in Family - under 5	d
TOTAL NUMBER IN FAMILY	
agree to be	
ecurity Commission. charges as require PROVED:	ed by the page
PROVED:	British Columbia
TISH COLUMBIA SECURITY COMMISSION	
and of	Shi
00 deposit collected	nt Signs Here

LIFE INSURANCE

Mame Mr. Hikotaro Shiomi

Exercised 152

File No. 10728

Reg. No. 05/85

Company Sun Life

Agency Vancouver, D. C.

Policy No. 2212831

Premium - \$58.28

Payable: Annually, Semi-annually or monthly

Month March Day 5

REMARKS:

TAL SEC

House # 2, Greenwood, B.C. August 16, 1945

Department of the Secretary of State, Office of the Gustodian, Japanese Evacuation Section, File #8005-10728.

on.

Referred De Alex Texas

Dear Sir:

I received your letter of August 12.1943.

stating that I have to make a payment of \$66.00 V

which I owe Mr. Miyuki Taksaki. At this present
war time I am not able to pay this amount of \$66.00

because I am not working and on relief. After
the duration I may be able to clear this debt, so
please wait until then.

8005

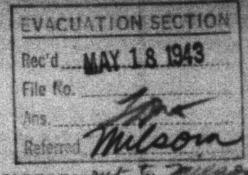
Yours truly,

(101728)

Mr. Hikotaro Shiomi. Registration #05125. Greenwood, B.C.

Hipotaro Shiomi

DEPARTMENT OF LANGUE LANGUE LANGUE CANADA



BRITISH COLUMBIA SECURITY COMMISSION

355 BURRARD STREET, VANCOUVER, B.C.

Greenwood, B.C. May 14, 1943.

Your file \$10728

Mr. G. D. Milson, Administration Department, Office of the Custodian, Vancouver, B.C.

Re: SHIOMI, Hikotaro #05125

Deer Sir:

Replying to your letter of May 8th, I have interviewed the above man, and he states that while he notified you by letter that he had no interest in the bill of sale document, he forwarded the bill of sale to

> Mr. U. Higuchi at Tashme former Manager of the Furuya Co. 325 Powell St., Vancouver, B.C.

whom Shiomi presumed to be the right party through information he had.

Hoping this is the information you require.

Yours truly,

T. A. MOTY BONT

TAM/ac c.c. Mr. M. L. Brown

File No.
Ans. 12021
Referred Mulann

Westbank, B. C., April 28, 1943.

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

Dear Sir:

File No. 10728

Mr. H. Shiomi is at Greenwood, B. C., and he wrote me regarding the New Fish Market.

As he states in his letter he had already separated as a partner 5 years ago.

I neglected to correct registeration so please alter this as you think necessary.

Yours truly,

II. HEGICAT

(Translation of Mr. Shiomi's letter.)

Greenwood, B. C., March 11th, 1943.

Mr. U. Higuchi & * Mr. H. Sakamoto.

Dear Sirs:

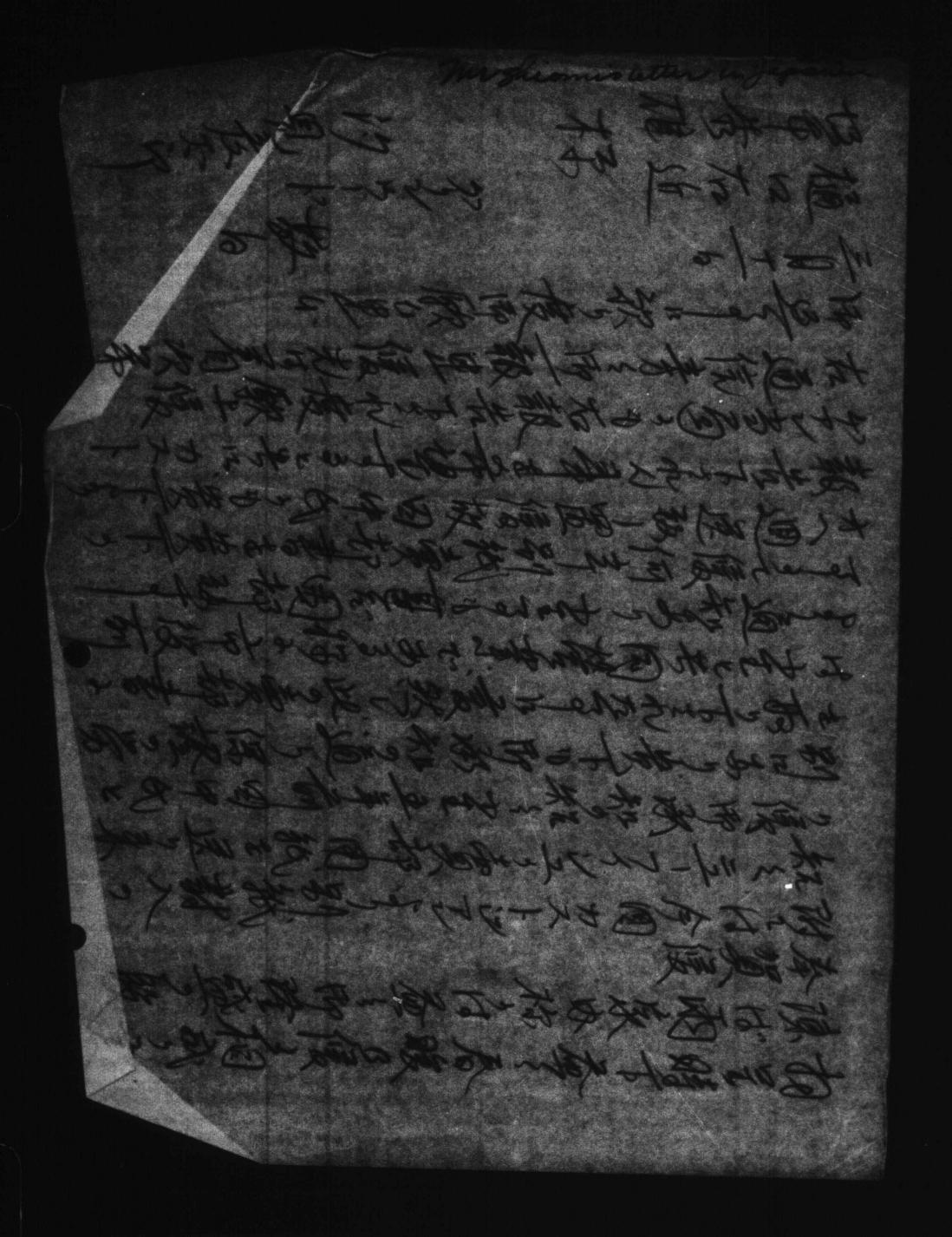
Are both your families getting along well?

I have received the Bill of Sales of the New Fish Market as I was one of the Partners.

As you know I separated as a partner from Tanaka about 5 years ago, so please report this to the Custodian.

Yours truly

H. Shiomi



The Amentury

made the

8th

day of February

in the year of our

Lord one thousand nine hundred and forty-three.

In Bursnance of the "Bills of Sale Act"

Between

KIKUJIRO TANAKA, Merchant, of 574 East Cordova Street, in the City of Vancouver, in the Province of British Columbia, and HIKOTARO SHIGHI, Merchant, of 521 Powell Street, in the said City of Vancouver, carrying on business as Retail Fish Merchants, at 394 Powell Street, in the said City of Vancouver, under the firm name and in the said City of Vancouver, under the firm name and style of NEW FISH MARKET,

Maria All Area Area and area Area and area

G DORIGAN, , of 396 Powell Street, in the City of Vancouver, in the Province of British Columbia,

Whereas, the Grantor is possessed of the goods and personal chattels hereinafter set forth, described and enumerated, and hath contracted and agreed with the Grantee for the absolute sale to him of the same, upon the terms and considerations hereinafter set forth.

Now this Indenture Witnesseth, that in pursuance of the said Agreement, and in consideration of the sum of Five hundred dollars (\$500.00)

of lawful money of Canada, paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor hath bargained, sold, assigned, transferred and set over, and by these presents Doth bargain, sell, assign, transfer and set over unto the Grantee:

All those the said goods and personal chattels described and enumerated as follows:

ALL AND SINGULAR the whole of the goods, chattels and personal property which are set out and described in the list or inventory which is hereunto annexed and marked Schedule "A".

All of which goods and personal chattels are now in the possession of the Grantors in, and are situate, lying and being in,

upon or about 594 Powell Street,
in the County of Vancouver,
in the County of Vancouver,
in the Frovince of British Columbia.

And all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, otherwise howsoever, of the said Grantor, of, in, to, and out of the same, and every part thereof:

To have and to hold the said assigned goods and personal chattels and each and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as atoresaid, unto and to the use of the said Grantee, to and for his sole and only use Porever:

And the said Grantor Doth hereby Covenant, Promise and Agree with the said Grantee, in manner following, that is to say:

That the said Grantor is now rightfully and absolutely possessed of and emittled to the said hereby assigned goods and personal chattels, and every of them, and every part shereof: And that the said Grantor now has in himself good right to assign the same unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents; And that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and personal chattels and every of them, and every part thereby assigned goods and personal chattels and every of them, and every part thereby assigned goods and pensonal chattels and every of them, and for his own use and benefit without any manner of hindrance, interpution, molestation, claim or demand whatsoever, of, from or by him, the said Grantor, or any person or persons whomsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

AND AND AND THE TRANSPORTED FOR THE PARTY OF THE PARTY OF

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And moreover, that the said Grantor, and all persons rightfully claiming, or to claim, any estate, right, title, or interest of, in or to the said hereby assigned goods and personal chattels and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods and personal chattels unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents as by the said Grantee or his Counsel shall be reasonably advised or required.

Wherever the singular or masculine are 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, and shall include the parties, hereto, their and each of their heirs, executors, administrators, successors and assigns, respectively.

In Witness Whereof the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered THE PERSON NAMED OF STREET

SIG. OF WITNESS:

ADDRESS

OCCUPATION

This is the paper-writing marked "A" referred to in the Affidavit of Kilkujino Penake sworn before me this para Philosoppe Chilani

day of

February

A.D. 1943.

"BILLS OF SALE ACT" Acknowledgment of Officer of Corporation

of the	(Name of Constants)
make oath and say as follows:— 1. That the paper writing hereto annexed and marked original bill of sale if filed, is a bill of sale together with	d "A" is a true copy of a bill of sale, and of (or, when on th) every schedule or inventory thereto annexed or therein
referred to as made, given, and executed by the said	Clame of Composition)
2. That I, as (State whether President, Secretary or Director)	of the said Corporation, being duly authorized
	to the said bill of sale, did sign the said bill of sale as
(State whether President, Secretary or Director)	
(State fully the whereabouts of the head office or chief place of husine	
Subscribed to and sworn before me this	
day of194	
A Notary Public is and for the Province of British Columbia. A Commissioner for taking affiliavits within British Columbia.	

MONTGOMERY & CLYNI ALTERNATION OF BUILDING PROPERTY. \$20 Per \$20 Pe to gab OG. OGG.) DOTDED.

HOLDED on the same of the particle of the section of the particle of partic eds to our evoled grown

February

CIFA

Vencouver,

TIM OT

40 LINDOO

	KIKUJIRO TANAKA and BIKOTARO SHLOMI	-01-	G. DORIGAN		Will of Sale	The Clarks & Stuart Co. Limited, Law Printers and Stationers Vancanteer, S.C. Form No. 13
--	--	------	------------	--	--------------	--

	A 100 MILES	The Real Property lies	STOR AND PROPERTY.	Characteristics	阿里里斯斯斯斯斯斯斯斯斯斯斯
"TOA	建			医二氯甲基	2 1 1 - PM
Tellish annulik militari	SSR Buran Car	School Second	Samuel Street	الأسارة الأدسيرة	20.000.00

C 181 G.A

(of the City of Vancouver,

in the Province of British Columbia, the Grantoe in the foregoing Bill of Sale named, make and the sale for the forestion, many the consideration of the sale and the sale and the sale and the sale of the sale o

"TOA BARE NO BLAIR"

DORIGAN.

to sonivory edt ni

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TIW OT : awollol as make oath and eay Vancouver, British Columbia, SOUNTY OF

2.—That the Bill of Sale was made and given by the said KIKulliro Tanaka and Hikotare Shidell made and gives and executed by Kikujiro Tensils and Hikotaro Shilomi. Creve bus else to the copy of talf."A" bestead and become of the selection of the copy of a Bill of Sale and Sobodole or Inventory thereto an inventory thereto a percent and to be a percent of the execution of

3.—That I was present and did see the asid Kikuliro Tanaka and Hikotaro Shiomi . 88 Tild etrot ben berbaud sain bassueds eno day of Tebruary brod me to save oft at .

day of February bias edt no emas edt etwesse has anie , obeyeds bengis at some seedy bus ,beneitness shall be life biss odt at .

4-That the said Kikujiro Tanaka and Hikotaro Shiomi

. SJESHOTOM STE & litte bas-see nedt bas Were as asbison Ilita bus bebisen ,elad to Iliff biss ads paivin bus paidem to emit eds to

attenting the due execution thereof, is of the proper bandwriting of me, this deponent, and that I reside at Committee Landon Inch. Sand Committee Com.

to Tab

.bisserola vesy ed! ai

Vello Duyer, in the Province of British Columbia. CIFA A.D. 194 5. February sidt om eroled growe bas at beditsedaß

100 danies aldies sixtables saids so tenoiselamos a

ON THE STREET, NAME OF STREET, Tigh Harbol T 304 Powell St., Vancouver, B.C.
Miles William . Sec. No. Osose - File No. 10727
Otare Study - Ros. No. 05125 - Sile No. 10727 RED DURE 1. Puruya Compuny, Ltd. (chattel mortgage)
The Parmers' Products Distributing Co.
The B.C. Burchasers' Assta Ltd.
The Bortman's Compensation Board Signer Sine Lat-DEERORS: 1007 Eccounts as per lint on File Bo. 10727 - \$186,56 Reference also 10727 A Charles Carlon Carlon Control of the C = 1 - - - - 3 3 6-3-43

Historiae Sh Old -- Ref. 18, 105125 - File No. 16728 CHEOTPORS: Kelly, Donglas & Co. Linited
Tempouver Exciple Paper Co. Ltd.
Sinds & Etemper Ltd.

Dis Ribbos Linited
B.C. Durchesers! Co-Op. Aceta
Rinkicht Tagashira & Co. Durky at a fact to the think of faces 2----65 THOUGHT PARTY TO Down or motolic typing

Ber CAMORI, Effentero SELONI, Hilotoro teforring to your mano of April Sta, so upote n. ghioni to return the gill of sale elgued in the want of the quetoblen.

The Canadia Credit Men's Trust Ass'n Limited, 602 West Hastings, Vancouver, B.C.

COLLECTION DEPARTMENT

Dear Sirst

Kelly Douglas	& Co.	Ltd.	- 8	166.42
Vancouver Paci	fic Pa	per Co.		11.16
Slade & Stewar				7.00
Blue Ribbon Lt	d.		•	3.00
IIIko SHIONI (F	sirvie	W Groce	PY)	

We wish to acknowledge receipt of yours of the 27th ult. regarding the above named claims, and beg to advise that under date of the 24th of February we wrote to each of these claimants as per copy of letter herewith.

In regard to the Kelly Douglas & Co. Ltd. claim, we also had it listed on file from Messrs. Hancox and Gowan, Barristers, and advised them similarly, as we are doing you now.

Perhaps the foregoing advice should have been directed to you instead of to the claimants individually, and if so, we regret that you were not advised directly at the time.

Yours truly,

A. McAlister, Claims Department.



The Canadian Credit Mens Trust Association Limited

Detail Chimite Philips

FORT DOWNE BARRIES PLANTING PLANTING PR.

STREET HOUSE ASSOCIATION SECTION

AND STREET WAS ASSOCIATION SECTION

Rec'd APR 27 1943.

File No. 107226.

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H. E. HALL, M.C.L.

CONTROL CONTRO

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- P. BATTONE

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

Dear Stree

Ret Kelly Douglas & Co. Atd. (166,82)
Vancouver Padific Paper Co. 11.18
Slade & Stewart Ltd. 7.00
Blue Ribbon Ltd. 3.00
vs. Bito Shioni (Pairview Grocery)

On April/30th, last we filled the Proof of Debts form against the above Evernated Jap on behilf of the creditors as mentioned above. We would be pleased to know if there has been any feelization or anticipation of same.

Yours truly,

THE CANADIAN CHEDIT MEN'S TRUST ASSOCIATION DINLYED

St. a. Diephum.

Heaving

(3.17 p.)

P. S. Ross & Sons

CHARTERED ACCOUNTANTS

MAJ. GEN J.G ROSS, C.M.G.
J. W. ROSS, LL.D.
S. R. CAMPRIELL.
J. A. GRANT.
W. G. JEPHCOTT.
W. L. GATEHOUSE.
H. S. HAWTHORNE.
G. M. HAWTHORNE.
LA. ROSS.
J. A. ROSS.
H. L. ROSS.
J. M. ROSS.
G. M. SMITH.
G. G. HARRIS.

MONTREAL FORONTO WINNIPED CALGARY VANCOUVER

ROYAL BANK BUILDING

MONTREAL-OUS-

Vancouver, B.C.

Our file 295-138 295-165 15th April, 1943.

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

Attention: Mr. A. McAlister

. McAlister (1012)

PACUATION SECTION
Rec'd APR 16 1943
File No.
Ans.
Referred Augusta

Dear Sirs:

Re: T. Maikawa Stores Limited and Maikawa Limited

Under date of February 26th we received a letter from you addressed to Maikawa Limited, but altered in pencil to T. Maikawa Stores Limited, wherein you referred to an account of Hikotaro Shiomi, your file 10728.

Upon checking the records of T. Maikawa Stores Limited we are satisfied that this account is against Maikawa Limited, a company which is not under our control.

Yours faithfully,

O. J. Que Sans

FROM: MR. K. W. WRIGHT

MEMORANDUM

April 8th, 1943.

Res SHIOMI, Hikotaro.

It is noted from your memo of the 3rd instant that SMIOMI has no interest in the sale herein and that you suggest the Bill of Sale be executed by the Custodian.

I had an opportunity to discuss this matter with Mr. Shears this morning, and he agreed that the Bill of Sale should be re-drawn for execution by Tanaka. If he fails to sign, the Custodian will execute the document.

Please let me have the Bill of Sale in order to make the necessary amendments.

I return herewith your File 10728.

w.) WRIGHT

PR 9 1943

file f o.

Ans.

Referred

KWW/W Attach.

Office of Gustalian Ton Vandanne, B. (Reformed Inda 9-11) Dea Sir; -I have duly received both your better delit 9th and 2 9th west, as soon as I have received the previous letter I wrote to m. Ukon Higueli and m. Nideo Sakemet both of them live at Jaskone, B.C. busines with Kitying Januta for your ego already, and then I guit me. Higueli had me Sakamato were autour Herefore I wrote to them to waite you, Ele store, 394 powell st. anymore so I don't need to sign on Ele document gover truly. Reg. no. 05/25 File no. 10728 tikotaro Shiom

Telephone HANCOX & GOWAN MArine 2567-2568 Barristers & Solicitors EVACUATION SECTION George E. Hancos G.Victor Gowan Rec'd MAR 23 1943 File No. 10728 Credit Foncier Building Vancouver, H Referred / heale March 22nd, 1943. Custodian, Japanese Evacuation Section, 506 Royal Bank Building, Vancouver, B.C. Re Kelly, Douglas & Company Ltd. vs Hiko Shiomi (Fairview Grocery) Dear Sir:-In May, 1942, Proof of Debt was filed with you on behalf of Kelly, Douglas & Company Limited, who had a claim against the above-named Hiko Shiomi, formerly carrying on business as Pairview Grocery. We understand the business in question was secon sold some time ago, and we do not appear to have heard from you regarding our client's claim amounting to \$166.42. KAMELLA We would thank you to let us hear from you in this connection. 25-3-43 Yours truly, HANCOX & GOWAN. Por 74 . J. How H.

Months Mann

912 Royal Bank Bldg., Vancouver, B. G. March 4th, 1943.

Headrs. Macree, Montgomery & Clyne, Barristers & Solicitors, Bank of Nove Scotis Bldg., Vancouver, B. G.

Contlouen; Bet Roy Pint Harret.

Of the 2nd instant enclosing amended Bill of Sale in duplicate drawn between Kikujiro Tunaka and Hikotaro Shiomi who carried on business under firm name of New Pish Markot, and Mr. G.

Dorigan of 396 Powell Street; also amended Discharge of Chattel Mortgage in duplicate.

Yours truly,

K. W. WRIGHT COUNSEL TO THE CUSTODIAN

KNE/S

6

10727 a 10728 (Svacuos) Legal Department

912 Royal Bank Bldg., Vancouver, B. C. March 4th, 1943.

Messes, P. S. Ross & Sons, 411 Royal Bank Midg., Vancouver, B. C.

Gentlemen:

Res New Pich Harkets

Me are enclosing herewith Discharge of Chattel
Mortgage in duplicate in connection with Kibujire Tenata
and Mikotero Shical who carried on business under the fire
mass of New Fish Market, and the M. Furnya Company Limited.

Will you be kind enough to have some executed at your early convenience.

lours truly,

K. W. WRIGHT COUNSEL TO THE GUSTODIAN

KWW/W



LIMITED

CARLEADONERS KELLY Copes Used: A.B.C. 5T EDITION WESTERN UNION

WHOLESALE GROCERS

AND DIRECT IMPORTERS OF

TEAS, COFFEES, TOBACCOS AND CIGARS

HEAD OFFICE: 367-377 WATER STREET

Vancouver, B.C.

March 2nd, 1943.

ADDRESS YOUR REPLY:

ATTENTION Mr. MCWILLiams

A. McAlister, Esq., Claims Department,

Office of The Custodian, Japanese Evacuation Section, 506 Royal Bank Bldg., CITY.

EVACUATION SECTION Tac'd MAR 3 1943 File No. 10728 Referred healista unt to Thright

Dear Sir: --

RE HIKOTARO SHIOMI Your Reg. No. 05125) Our Account: 3166.42

We have your letter of February 26th and thank you for the information contained therein. We regret, under the circumstances, it is not possible for us to obtain settlement of our account at the present time. However, we will keep the information on file for future reference.

Thanking you for your co-operation in the matter.

we are.

Yours very truly, KELLY DOUGLAS & CO. LIMITED.

Credit Manager

McW.

in the the

Mesars. Kelly Douglas & Co. Ltd., 367 Water St., Vancouver, B.C.

Dear dire:

re: Hikotaro SHIOMI - Reg. No. 05125

We have submitted your claim amounting to \$155.42 against the above named Japanese, and he replies as follows:

Is at the present time, receiving maintenance allowance in this interior town, I am not in a position to pay my old debts. I have disposed of all my property prior to my evacuation to Greenwood and am now absolutely penniless depending only my monthly allowance."

Under the circumstances it does not appear that we can do anything more at the present time.

The Custodian has no funds to his credit.

Should you desire to contact his, his address is Greenwood, B.C.

Yours truly,

BRD: DE

A. McAlister, Claims Department.

The above letter also sent to Vancouver Pacific Paper Co. Ltd.
Slade & Stewart Ltd., Blue Ribbon Limited, B.C. Purchasers' Co-Op
Ass'n., R. Tagashira & Co., Maikawa Limited,

Ass'n., R. Tagashira & Co., Mai

EVACUATION SECTION Rec'd FEB 25 1943 File No. 19728 MAN.
Ans.
Preferred 1999 2000 the Custodian Department Claims Depart ment Mr of malister Claims of Kelly Origlas Co, Vancouris Vacific Paper Co. State Stewart Co. Blue Pillon Co B. b. Furchesus Co ason Vagashira Co Markawa Limited Dear Sir 1842 Feb. I am in Keript of your letter informing he that There is an unpaid Blance on my account with the felly one this Company I am quite aware of this west. But as may Situation is at the Present Time Receiving Maintenance allowance in this interior town, I am not in a fosition to Pay may old bebto I have Wisposed of all my Property Prior to My Concustion To green wood and am now absolutely Venniles Depending only my monthly allowance! Will you Please have my Situation Explained to the Kelly and Duy Company thanking you Far all the Trouble De DIL your truly, Hikotar Shome Key no 05125 212 13 gran wood 126.

0727 & 10728 912 Royal Bank Bldg., Vancouver, B. C. Pobrusry 12th, 1943. neare, Montgowery & Chyne, edffin, Montgowery & Company, Arrighton & Solicitors, ank of Nova Scotia Bidge, Vancouver, B. C. Centlian: Res New Fish Market. We wish to acknowledge receipt of your communication of the 9th instant together with enclosures. This matter was discussed again yesterday with itr. Shears, Acting Director, and Mr. Fray of Messre. P. S. Ross & Sons, and ir, Tray advised that he thought it would be possible for him to have the discharge of the Chattel Mortgage executed by E. Duruya Go. Ltd., and Mr. Shears was of the opinion that the documents should be presented to them for signature, and they will therefore require The sale price is not sufficient to meet the balance ceing and we have agreed that if further monies are received, payment of the balance will be considered. Mr. Wray has asked that Clause Three be amended and we would be obliged if you would consider this, The question then arose as to execution of the Bill of Sale and in going over the file we find that Kikujiro TABAKA consented to the sale of the chattals although Hitotare Stifell has not yet given this assurance in writing. Mr. Shears considers it advisable to subsite the Bill of Sale to Elkujiro TANAKA and Hikotaro SHIGHT for execution and it will be necessary to assend the documents accordingly. We are therefore returning the Bill of Sale as well as the copy of the Mortgage and would be obliged if you would give the antier your attention. Yours truly, K. W. WRIGHT COUNSEL TO THE CUSTODIAN

Macrae, Montgomery & Clyne Griffin, Montgomery & Co. Barristers & Solicitors, Bank of Nova Scotia Bldg., February 9th, 1943. Vancouver, B. C. The Custodian's Office, 912 Royal Bank Bldg., Vancouver, B. C. Dear Sirs: Attention Mr. K. W. Wright M. Furuya Co. Limited re New Fish Market. We refer to your letters of February 4th and 5th and to the writer's conversation with Mr. Wright. In accordance with your instructions we are now enclosing the following documents each in duplicate: 1. The Bill of Sale from New Fish Market to G. Dorigan which requires to be executed and completed in the manner indicated. The completion of the two Affidavits however is only important if the Grantee wishes to register the Bill of Sale. You will observe that we have annexed to the Bill of Sale the inventory referred to in your letter of February 5th except that we have added two items which were mentioned in your letter of February 4th and not contained in the Inventory. A form of Release of the Chattel Mortgage held by Mr. Furuya Co. Ltd. 2. In this case it will be necessary to have the witness' Affidavit completed, as this is required for registration purposes. We also return the copy of the Chattel Mortgage which you sent to us. Yours truly, MACRAE, MONTCOMERY & CLYNE, per -DOM. Encl.

10727 & 10728 (Drumos) Logal Department 912 Royal Bank Bldg., Vancouver, B. C. February 5th, 1943. Mosers. Griffis, Montgomory & Smith, Burristors and Solicitors, 602 took Hastings Street. The second second Vencarror, B. C. Res. Ret. Plat Backete. Since eriting you yesterday, so have discovered a scriptote list of butcher's equipment at 392 Posell Street, may of which is enclosed herewith. Will you be kind enough to use this in place of the list incorporated in our letter shen preparing the Bill of Sale. Yours traly. k. J. High COUNSEL TO THE CUSTODIAN

Re - Eikujiro Tanaka - 740-Oordoom Stanat.

List of Butcher's Roulement.

- 1 W. B. P. 340' Kelvinstor
- 1 6' x 6' x 8' ice storage box
- 1 6' display case
- 1 11240 coil
- l showcase coll
- 2 TX valves

Toledo scale for fish

Toledo scale for beef

Slice machine (Dayton)

Hamburger machine

Beef case

- 5 Boof tin trays
- 1 Fish ice box
- 1 Boof table
- 3 tables
- 6 fish spoon
- 6 beef fork
- l ice shovel
- 1 gas cook stove
- 3 figh tables
- 2 butcher coats
- 10 butcher's aprons
- l candy scale
- 1 lot butcher's tools

10727 A 15728 (Bracuse) Logal Department 912 Royal Bank Hidge, Vancouver, B. G. February 4th, 1943. H. D.Compbell, Reque 208-212 Standard Bank Midge, Vanocurer, B. C. Dear Stre Mr. Shears has handed as your letter of the 29th talts and in second with his request, I am forwarding herewith receipt for \$400.00. A Bill of Sale will be prepared as well as Discharge of the Chattel Hortgage to force of H. Furuya and Company and this will be foremented to you in the course. He would like the Downses to execute the Hill of Sale but the necessary instructions in this regard will be given than we write you. Tours truly. E. W. PRICHT COURSEL TO THE CUSTODIAN 0727 & 10728 (Evacues)

912 Royal Bank Midges Rebrusry 1th, 1943. (Distated Feb. 3rd, 1943)

Hearre, Criffin, Montgomery & Smith, Burristers and Bollattors, 602 Test Restings Street, <u>Att</u> Testoure, 3, 6.

Attention: Mr. Montgomery.

ten Rev Etch Harket.

The writer was discussing the sale of certain equipment at the New Figh Market with Mr. Trey of Hesero. P. S. Ross and Sons today and Mr. Wray telephoned you for the reason that you acted for it. Furgra and Company Ltd.

The Custodian has just alosed a sale of the equipment and fixtures attack at 994 Pounti Street, The purchases to the G. Beriges there attract is 396 Pounti Streets the Developme has purchased the Following articles
for the contor Occasion

L Kolvinstor Display Case with compressor motor and coil

2 Toledo Scales

Surregists Booksoping and Adding Section 2 0.0 M; Bicycles, Other sundry fixtures,

Enclosed you will find copy of the Chattel Mortgage in favor of M. Furuya and Co. Ltd., and it will be necessary to discharge this although the sale is not being made by reason of the default in payment,

Will you be kind enough to prepare the Bill of Sale and Discharge and send us the documents for executions my y obtained the approval of sale from Thom Higuchi, former ager of M. Puruya and Co. Ltd. prior to acceptance of the

HAROLD D. CAMPBELL CHARTERED ACCOUNTANT 808-812 STANDARD BANK BUILDING VANCOUVER, B.C. TELEPHONE LICENSED TRUSTEE PACIFIC 1957 IN DANKHUPTOY Your File No. 10727 & 10728 January 29, 1943. 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: leting Director Dear Sire,-Re. New Fish Market. This is to acknowledge your letter of the 26th instraing your previous verbal advice to me that Mr. J. W. Anderson's offer to sell the chattels and equipment belonging to Mr. Tanaka was accepted, and to further advise you that Mr. Anderson has sold the entire contents of the Market to Mr. G. Dorigan for an amount of 3500.00. He has tendered me his certified cheque payable to the Custodian of Enemy Property in the amount of \$400.00, being the sale price less the commission arranged for, and I am enclosing this cheque he rewith. I am enclosing for your records carbon copy of receipt given by Mr. Anderson to Mr. Dorigen in the amount of \$500.00. My personal comment on this sale is that it is definitely advisable. The market for this type of equipment is very restricted these days owing to the restrictions of the Wartime Prices and Trade Board. It is of course possible that items sold individually might have brought a larger return, but it is also possible that they might have brought less, and I personally feel that Mr. Anderson has done a very good job. This purchaser has apparently a lot of each and prepared to purchase equipment and hold it for a period of years with the hope of using it to open up a business after the war. Yours very truly. H. D. CAMPBELL per.

Acting Director.

Hara de Deser

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TOTAL ENGLISHMENT STORES TO SELECT A SECRETARIO These files were pushed to me for review. The chattel northerse 19727 seems insidequate in that there is temperated in identification the chattele. There is no schedule. The questions union, in the description established in proposited principles. The transfer of the proposited principles will the university in the description will also only such a transfer of the proposition of the propos If the description is insufficient can the Dustodian (the represents those interests and the is one depactty stands in the shore of the representation to this detect? the residence of excelling one territories by the object and a secretary of the contract of th If the perigraph is to be regarded in adequate does it not follow that both match (which has been sold for \$500.00 according to a penal) on like holls in with the rest of the chartels by remoon of the relity of the wording? to their reference of the bank and their Married -

3/4/2003 2096 Elon Sl July 18 Mary 1 Vancouver, B.6. Maria Arta Lee. 7/42. L'en Sur.
Sur. Sint to del 15 7 on the two biggles you have & flee bould at have a uply is boom Jas posseble businese me au wenting Inclosed find cheque for 1.50 % Spous truly. Mrs. Month Fly 2696 Elm St. Mar Hating 3781 L. Hancoure B. C.

Vancouver, B. C., December 8, 1942.

The Custodian of Enemy Property, 506 Royal Bank Building, Vancouver, B. C.

Dear Sir:

Re- Fish Market Equipment 394 Powell Street.

As the result of your advertisement in the Vancouver Province of November 27, I have inspected the equipment and chattels on the premises and hereby offer to purchase same in an amount of \$315.00, being all cash.

In compliance with the regulations outlined in your advertisement. I am enclosing herewith my certified cheque for \$31.50 being 10% of the tender.

Will you be good enough to let me know, at your earliest convenience, if my offer is accepted.

Yours truly.

(E. F. Kilaby)

ON SALE BY MELLER

EQUIPMENT AND FIXTURES OF HEL WARREN

G. W. McPHERSON W. A.

Tuncom, S.C.

EQUIPMENT AND PIXTURES OF FISH MARKET

The Authorised Deputy of the Secretary of State of Ganada and/or the Cumtodian, offers for sale by tender the equipment and fixtures situated on the premises at 394 Powell Street, being the proparty of Elkujiro TANAKA, the main items of which are:

- l Kelvineter Display Case with compressor meter
- 2 Toledo Scales.

0

Slice Machine.

Hamburger Machine.

Burroughs Bookkeeping and Adding Machine.

2 C.C.M. Bioyeles. - 18 each ... Other sundry fixtures.

The store will be open for inspection of equipment, etc. on the Thirtieth of November and the Piret of December, between the hours of one p.m. and five p.m.

Inventory may be inspected at the office of the undersigned on application during business hours.

Tenders will be received by and should be addressed to the Office of the Custodian, 506 Royal Bank Building, up to mean on the Eighth day of December, 1942, and must be accompanied by a certified chaque, payable to the Custodian, for ten percent (105) of the amount tendered. The highest or any tender, not accompanied.

the Authorised Deputy of the Secretary
of State and/or the Curtodian.

606 BOYAL BANK BUILDING, VANCOUVER, P

7733 Lacet OFFICE OF THE CUSTODIAN JAPANESE SECTION HAROLD D. CAMPBELL CHARTERED ACCOUNTANT 108-812 STANDARD BANK BUILDING VANCOUVER, B.C. TELEPHONE Mutante PACIFIC 1357 November 26, 1942. Your File No. 10729 & 10728 1229 orrige of the Custodian, Department of the Secretary of State, Japanese Evacuation Section, 506 Royal Bank Building, Vancouver, B. C. Attention Mr. P. Douet: Re- TANAKA, Kikujiro Dear Sire: SHIOMI, Hikotaro "New Fish Market" I have to acknowledge receipt of your letter of the 19th inst. and wish to advise you of the following arrangements being made: Preparatory to advertising these chattels for sale, I have had these appraised and the valuation placed thereon by the appraiser, Robert Brown, is between \$450.00 and \$500.00. I am enclosing his letter to me herewith. I have today arranged for the insertion of an advertisement in the Vancouver Daily Province and the Vancouver Sun. I am enclosing a copy of the draft ad herewith and you will note that the wording thereof is in accordance with the ad drafted by Mr. Wright and approved of by Mr. Read, inserted in the papers on November 14, in connection with T. Baka, 191 Main Street. As this is the liquidation and not the sale of the business as a going concern, as was the other, you will note that I have listed certain of the main articles of equipment to be sold. I obtained Mr. Read's verbal approval of this amendmente I understand a definite practice has not been established as regards the charging of disbursements, such as advertising and appraisals, to the realization of such liquidations but that Mr. McPherson is expecting to make this decision in the very near Continue . As soon as the decision has been handed down, will you be good enough to advise me in order that I should act accordingly. Yours very truly, H. D. CAMPBELL, OM: JM

November 24, 1942. Mr. Harold Campbell, Chartered Accountant, 812 Standard Bank Bldg. Vancouver, B.C. Re- Fish Market Equipment 394 Powell St. Dear Sir: As per your request I have inspected the fixtures and equipment on the above premises and apprecised same. I am returning to you herewith the copy of the inventory on which I have marked the estimated values I have placed on them. The total amounts to \$460.20. If there were no rush in disposing of these fixtures etc. and private buyers were found over \$500 could probably be realized. I wish to acknowledge with thanks \$15.00 for my services in this connection. Yours respectfully.

10727 & 10728 13th August, 1942. Rarold D. Campbell, Esq., Standard Bank Building, Vancouver, B. C. Dear Sirt Re: Kikujiro TANAKA & Hikotaro SHIOMI, New Fish Market Further to the last paragraph of our letter dated August 11th we have to report that the appraised value of the Ford Delivery truck mentioned by you, which is our number T.110, has an appraised value in excess of the highest tender received to date. Yours truly, R. P. Alexander lanager RPAILP

10717 5 10728 lith August, 1942. Barold D. Campbell, Esq., 602 West Restings Street, Vencouver, B. C. Dear Sir: Re: Kikujiro TANAKA & Hikotaro SHIOMI, New Pich Market Reference is made to that portion of your report dated July 23rd in connection with the legal standing of the chattel mortgage held by M. Puruya & Company Limited. Please be advised that this chattel mortgage was originally registered at Vancouver on April 18th, 1935. The renewal of the registration was made on March 26th, 1938 and again on Harch 26th, 1941, the last registration number being 50821, Vancouver, it would therefore appear that the chattel company Limited are secured greditors and should be treated as such. We are looking into the matter of the Ford delivery truck mentioned by you and will report to you accordingly in the very near future. Yours truly. R. P. Alexander Manager PEATLE

711e No. 10728 15th July, 1942. MEMO - MR. SPAIR Re: Hikotaro SHIOMI Can you get for me the registration number and present address of Hikotaro Shiomi who previously resided at 395 Powell Street, Vancouver and who is also connected with the New Fish Market at that address. Shiomi was a merchant and may have had his own residence at 521 Powell Street. Our records indicate that he has not registered with us and we are somewhat anxious to obtain his registration.

P. S. Ross & Sons

CHARTERED ACCOUNTANTS

HAU GEN J G ROSS, C M G.

W ROSS LL D. D S MODIT

OR CAMPBELL B. PECAWAN.

A GRAPT W OJEPHCOTT.

KL GATKHOUSE, HS MANTHORN

LM HAWTHORN, F F M CATES.

A ROSS. JA ROSS.

L HOSS. F A COFFEY.

MONTHEAL TORONTO WINNIPES GALGARY VANCOUVER

ROYAL BANK BUILDING

Wantest, Que

19th June, 1942.

JAPANESE SECTION

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JUN 2 0 1249

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

Attention:

Assistant Manager

Dear Sir:

Re: New Fish Market
Kikujiro Tanaka /0727
Hikotaro Shiomi /0728

We would acknowledge your letter of the 12th of June, returning a copy of the chattel mortgage of Furuys and Company Limited on the above equipment.

We understand Mr. Tanaka has not been evacuated, and is still resident at 473 Cordova Street, Vancouver, B. C. We are also advised that he has made a declaration of assets to your office, but neglected to sign same and is attending to the signature today.

We are advised that Shiomi now has very little interest in the New Fish Market, and we have been unable to locate him. His last known address is 395 Powell Street.

We would appreciate receiving your advice as to what action is to be taken in the matter of the equipment covered by the chattel mortgage, as soon as you are able to determine this matter.

Yours faithfully,

Q. J. Qm Sus

12th June, 1942 Messrs. P. S. Ross and Sons, 504 Royal Bank Building, Vancouver, B. C. Dear Sirs: Re: New Fish Market Kikujiro Tanaka Hikotaro Shiomi Thank you for your letter dated June 9th sending us copy of chattel mortgage given by the two Japanese individuals mentioned above to M. Furuya and Company Limited. Neither Mr. Tanaka nor Mr. Shiomi has registered his property with us. We are, however, making copies of said chattel mortgage and will place them on your files covering these two individuals for consideration at the time these two people have either been evacuated or register their affairs with us. Your copy of the chattel mortgage is returned herewith. Your attention is directed to the fact that the names of these two Japanese in your covering letter are both misspelled. If you have any information at this time regarding the present addresses of Mr. Tanaka and Mr. Shiomi we would appreciate receiving this information from you. Yours truly, R. P. Alexander Assistant Manager RPALLE

dile 10728

MEMORANDUM

April 23, 1942

Re: Shiomi HikoTare Police Registration No. 05125.

Mr. Cowan of the C. C. M. T. A. telephoned about this man stating that he had adopted an objectionable attitude towards a member of the C.C.M.T.A. to whom he owes money.

Mr. Cowan said that this man had made a false
Declaration under the Bulk Sales Act but is not
registered with the Custodian. Mr. Cowan thought
that the man should be evacuated at once. I refered
him to Security.

CLD/PMH

This is the Exhibit marked "A" referred to in the Affidavit of Hideo Sakamoto aworn before me this

18th day of April, A. D. 1935.

A Commissioner for taking Affidavits within British Columbia.

THIS INDENTURE made the 17th day of April, in the year of our Lord one thousand nine hundred and thirty-five.

BETTEREN!

ETHUSIRO TANAKA, Merchant, of 574
Bast Cordova Street, in the City of
Vancouver, in the Province of British
Columbia, and HIKOTARO SHIOMI, Merchant,
of 521 Powell Street, in the said City
of Vancouver, Carrying on business as
Retail Fish Merchants, at 394 Powell
Street, in the said City of Vancouver,
under the firm name and style of NEW
FISH MARKET.

hereinafter called the "Grantors"

OF THE FIRST PART:

AND:

M. FURUYA CO. LIMITED, a Duly Incorporated Company of 46 West Hastings Street, in the said City of Vancouver.

Hereinafter called the "Grantee"

OF THE SECOND PART.

MHEREAS the Grantors have incurred Certain Debts to
the Grantee for Goods sold and delivered and for monies advanced, and as at the Eighth day of February, A. D. 1935, were
indebted to the Grantee in the sum of Two Thousand Three Hundred
and Sixty-seven dollars and sixty-two cents (2,367.62), but
which amount is constantly changing as goods are sold by
the Grantee to the Grantors or monies are advanced by the
Grantee to the Grantors, or payments are made by the Grantors
to the Grantee.

AND WHEREAS THE Grantors have agreed with the Grantee to execute a Chattel Mortgage (being these Presents) to secure

the aforesaid debts due by the Grantors to the Grantee and any further indebtednesses which the Grantors may have incurred or may incur to the Grantee, including any interest charged on everdue accounts in accordance with the Grantee's customary system of charging interest thereon.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and for other good and valuable considerations the Grantors have granted, bargained, sold, assigned, transferred and set over and by these Presents DO GRANT, BARGAIN, SELL, ASSIGN, TRANSFER AND SET OVER unto the Grantee ALL AND SINGULAR the whole stock in trade, fixtures, furnishings, machinery, plant and equipment owned by the Grantors or used or employed by them in connection with their business as retail fish merchants at 394 Powell Street, in the City of Vancouver, in the Province of British Columbia, and also all goods and chattels which during the continuance of the security may be brought in or upon the said premises or in or upon any other premises used by the Grantors for the purpose of their said business in addition to or in substitution for the said goods and chattels or any of them or which may be acquired or appropriated by the Grantors for the purpose of their said business and brought upon the said premises or any other premises used by the Grantors for the purpose of their said business and also the goodwill and trade name of the said business.

and chattels unto the Grantee to the only proper use and behoof of the Grantee forever: PROVIDED ALWAYS and these Presents are upon this express condition that if the said Granters shall well and truly pay or cause to be paid unto the said Grantee the total amount due by the Granters to the Grantee at the date when the payment is made including all interest charged by the Grantee on overdue accounts in accordance with

its system of extending credit and charging interest THEN THESE
PRESENTS shall be void to all intents and purposes anything
herein contained to the contrary thereof in anywise notwithstanding:

AND IT IS AGREED that if default be made in the payment of any sum due hereunder whether for principal, interest or otherwise then interest shall be paid on any sum so in arrear at the rate of eight per centum (8%) per annum until the whole sum due is fully paid:

AND the Grantors jointly and severally covenant, promise and agree to and with the Grantee that they, the Grantors, shall and will warrant and forever defend by these Presents ALL AND SINGULAR the said goods and chattels unto the Grantee against the said Grantors and against all and every persons whomsoever:

AND the Grantors do jointly and severally covenant, promise and agree to and with the Grantee that they, the Grantors, shall and will well and truly pay or cause to be paid unto the said Grantee the money due at this date by the Grantors to the Grantee and any money which may hereafter become due by the Grantors to the Grantee, including all interest on overdue accounts as above mentioned, at the following times and in the following manner, that is to say: At any time or times when payment of the said money or any part thereof whether principal or interest is demanded from the Grantors by the Grantee:

PROVIDED that if default is made in payment of any instalment of the said money or any part thereof or of the interest thereon or any part thereof the whole principal sums then unpaid and hereby secured shall become due and payable:

AND ALSO that in case default be made in the payment of the

said sums of money or in the interest thereon or any part of the principal or interest or in case the Grantors shall attempt to or shall sell or dispose of or in any way part with the possession of the said goods and chattels or any of them or shall remove or attempt to remove the same or any part thereof out of the premises where the same are now situate or to which they may have been removed without the consent of the Grantee to such sale, removal or disposal thereof first had and obtained in writing except by retail in the ordinary course of business, or if the said Grantee should at any time feel unsafe or insecure or deem the said goods and chattels in danger of being sold or removed or it there shall be issued against the Grantors any Writ or process for a money demand or any Writ of Execution or any Warrant of Distress for any rent or taxes in respect of the lands or premises in or upon which the said goods and chattels or any part thereof may at any time during the currency of this Mortgage or any renewal thereof be situate, or if the Grantors shall suffer, allow or permit a Judgment to be obtained against them or shall suffer the said goods and chattels or any of them to be seized or taken in execution or shall suffer, allow or permit any rent, taxes, rates or assessments whatsoever for which they now are or may hereafter while this Mortgage or any renewal thereof shall be in force be liable or assessed in respect of any land or premises whereon the said goods and chattels or any of them may then be situate to remain unpaid or unsatisfied for a period of thirty days after the same have become due, or if the Grantors shall fail to pay the rent arising out of the lands and premises upon which are situate and lying the said goods and chattels at any time during the continuance of this security or any renewal thereof promptly when such rent becomes due, or if the Grantors shall fail to insure and keep insured the said goods and chattels within the meaning

of the provisions of this Indenture or shall abandon the said goods and chartels or any part thereof or if the Grantors make an assignment for the benefit of their creditors or be declared bankrupt, or if default be made in the performance of any of the covenants by the Grantors in this Indenture contained then and so often as any of the said events may happen and in every such case all the moneys secured by this indenture shall at the option of the Grantee immediately become due and be payable. AND the Grantee without being in any way liable for trespass therefore shall forthwith be at liberty with its servent or servants and with such other assistant or assistants as may be required, at any time during the day or night to enter into and upon any lands, tenements, houses and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be and such persons may break and force upon any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession of and removing the said goods and chattels: AND either before or after the taking possession of such goods and chattels as aforesaid it shall be and may be lawful and the Grantee may and is hereby authorized and empowered to sell the said goods and chattels or any of them or any part thereof without notice to the Grantors at public auction or private sale, as to them may seem meet with liberty to the said Grantee to buy in the goods and chattels or any part thereof at any sale by auction, or to rescind or vary any contract of sale, and to resell the same without being responsible for any loss or diminution in the price, and to give effectual receipts for any purchase money and to do all other acts and things as said Grantee may think necessary AND from and out of the proceeds of such sale in the first place to pay and reimburse itself all such sums of money as may then be secured by virtue of these Presents and all such costs and expenses as may have been incurred by the Grantee in consequence of the action, default, neglect, failure or attempt of the said Grantors as hereinbefore mentioned or in consequence of such sale or removal, including all the necessary expenses of travelling to and from any place where the said goods and chartels may be situate, of selsing and holding the same or of removing the same to any other place in British Columbia for the purpose of selling same, and including the costs of any action against the Grantors upon the covenants herein contained, and in the next place to pay unto the Grantors all such surplus (if any) as may remain after such sale and after payment of all such sum or sums of money and interest thereon as may be secured by virtue of these presents at the time of such seizure, and after payment of all costs. charges and expenses incurred by such seizure and sale as aforesaid; PROVIDED that the Grantee may in default of any one of the payments hereinbefore mentioned or any part thereof distrain for the whole principal sum then unpaid; PROVIDED ALWAYS nevertheless that it shall not be incumbent on the Grantee to sell and dispose of the said goods and chattels but that in case of default of payment of the said sum of money or interest thereon as aforesaid or any part thereof it shall and may be lawful for the Grantee peaceably and quietly to take, hold, use, occupy, possess and enjoy the said goods and chattels without the let, molestation, eviction, hindrance or interruption of the Grantors or any other person or persons whomsoever, AND the Grantors do hereby further COVENANT, PROMISE AND AGREE to and with the Grantee that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount of principal, interest, costs, charges and expenses according to the provisions of this Indenture the Grantors shall and will forthwith pay or cause to be paid unto the Grantee all such deficiency.

AND the Grantors do hereby put the Grantee in full possession of the said goods and chattels by delivering to the Grantee this Indenture in the name of all the said goods and chattels at the sealing and delivery hereof: AND the Grantors covenant with the Grantee that they will during the continuance of this Mortgage and any and every renewal thereof insure and keep insured the goods and chattels hereinbefore mentioned against loss or damage by fire in some insurance office (autherized to transact business in Canada and approved of by the Grantee in the sum of not less than their full insurable value, and will pay all premiums and moneys necessary for that purpose as the same become due; and will on demand assign and deliver over to the Grantee the policy or policies of insurance and receipts thereto appertaining; PROVIDED THAT if on default of payment of said premium or sums of money by the Grantors the Grantee shall pay the same, then such sums of money shall be added to the debts hereby secured and shall bear interest at the same rate from the day of such payment and shall be immediately repayable by the Grantors to the Grantee.

IN WITNESS WHEREOF the Grantors have hereunto set their hands and seals the day and year first above written).

SIGNED, SEALED AND DELIVERED

In the Presende of

"H. Sakamoto"

"Hideo Sakamoto"

646 Semlin Drive Vancouver, B. C. "K. Tanaka"

"H. Shiomi"

"M. Furuya Co. Ltd."

"BILLS OF SALE ACT"

BRITISH COLUMBIA
COUNTY OF VANCOUVER:
TO WIT:

- I, UKON HIGUCHI, of 2307 Oxford Street, in the City of Vancouver, in the Province of British Columbia, Manager of the Grantee in the foregoing Bill of Sale, named, Make Oath and Bayt
- 2. THAT I am the duly authorized agent of the said Grantee for the purpose of making this Affidavit.
- 2. THAT KIKUJIRO TANAKA and HIKOTARO SHIOMI, the Grantors in the annexed Bill of Sale by way of Mortgage named, are justly and truly indebted to the Grantee therein named in the sum of \$2050.77 mentioned therein.
- 3. TRAT the said Bill of Sale by way of Mortgage was executed in good faith and for the express purpose of securing the payment of money justly due and accruing due and not for the purpose of protecting the goods and chattels mentioned in the said Bill of Sale by way of Mortgage against the creditors of the Grantors therein named or of preventing the creditors of such Grantors from obtaining payment of any claim against thesaid Grantors.

SWORM before me at the City of Vancouver, in the Province of British Columbia, this 18th day of April, A. D. 1935

DE. H. Burnett

A Commissioner for taking Affidavits within British Columbia. "U. Higuchi"

WHILLS OF SALE ACTS

BRITISH COLUMBIA:

I, HIDEO SAKA MOTO of 646 Semlin Drive in the City of Vancouver, in the Province of British Columbia, Clerk, Make Oath and Bays

- L. THAT the paper writing hereunto annexed and marked "A" is a Bill of Sale and every schedule or inventory thereunto annexed or therein referred to and of every attestation thereof, as made and given and executed by KIKUJIRO TAMAKA and HIKOTARO SHIOMI, as Grantors.
- 2. THAT the said Bill of Sale was made by the said Grantors on the 17th day of April, in the year of our Lord one thousand nine hundred and thirty-five.
- 3. THAT I was present and did see the said KIKUJIRO TAWAKA and HIKOTARO SHIOMI in the said Bill of Sale mentioned and whose names are signed thereto, sign and execute the same on the said 17th day of April, in the year aforesaid.
- A. THAT the said KIKUJIRO TANAKA and HIKOTARO SHIOMI at the time of making and giving the said Bill of Sale resided and still reside at 574 East Cordova Street and 521 Powell Street, respectively, both in the City of Vancouver, in the Province of British Columbia, and then were and still are retail fish merchants.
- the witness attesting the due execution thereof is of the proper handwriting of me this deponent and that I reside at 646 Semlin Drive, in the City of Vancouver, in the Province of British Columbia, and am a

SUBSCRIBED TO AND SWORM before me this 18th day of April A. D. 1935.

K. E. Burnet

A Commissioner for taking Affidavits within British Columbia "H. Sakamoto, 646 Semlin Drive, Vancouver, B. C."