

10831

REAL ESTATE

FILE No. _____

OFFICE OF THE CUSTODIAN JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: Toraryu ShimotakaharaHOME ADDRESS: 4055 Frances St., Vancouver, B.C. (former address - now in Montreal)REGISTRATION NUMBER 00222 SEX: Male AGE: 52OCCUPATION: merchant

(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: _____

MARRIED? YesNAME OF WIFE: HidekoADDRESS OF WIFE OR HUSBAND: as aboveNAMES OF ANY LIVING CHILDREN: Katherine Setsu, Lillian Yuriko, Lloyd Hideo,Margaret Yoshiko, Hazel Akiko. (5 children: 4 girls & 1 boy)ADDRESS OF CHILDREN: as aboveAGE OF CHILDREN: 22, 20, 18, 16, 14.

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

1. LOCATION AND DESCRIPTION (1. A home with an acre of land situated at 3377
Price St., Vancouver, rented @ \$25 per month - owned by Katherine, my eldest
daughter. (2. My own home situated at 4055 Frances St., Van.
rented @ \$37 per month. (both rented through Pemberton Realty Corp. Ltd.)

2. BUILDINGS AND OTHER IMPROVEMENTS: A business building situated at
558 - 560 Granville St., rented @ \$871.00 per month, also through
Pemberton Realty Corporation Ltd.

3. INSURANCE (Give particulars; state where policies are) All property is insured,
and the policies are held by the Pemberton Realty Corporation Ltd.

4. TAXES (Amount and where payable) (1. Tax for 558-560 Granville St. is to be paid
by the London Life Insurance Co.

5. ~~Any other taxes or charges payable by the owner of the property~~
(2. Tax for 3377 Price St. is to be paid by my daughter, Katherine.

- (3. Tax for 4055 Frances St. is to be paid by myself.
(Both homes have a clear title without any mortgage)

6. OCCUPANCY AND LEASES (If vacant so state)

The above business building and both homes are all occupied with leases
and all rents are being collected by the Pemberton Realty Corp. Ltd.
who are looking after this matter in accord with the laws of Canada.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS Canadian Bank of Commerce vault, Montreal.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. No.

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS:

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID.

4. STATE WHEREABOUTS OF LEASE:

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Have left some furniture locked up in the basement of the home at 4055

Frances St., Vancouver, B.C. - the rest are here in Montreal.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF

OTHERS: (1.) \$5,000.00 on the Fuji Chop Suey Building at 314 Powell St., Van.

(2.) \$2,500.00 on a home at 636 Cassiar St., Vancouver

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) - not assigned

(1.) \$5,000.00 S. Maikawa (on the Fuji Chop Suey Building)

(2.) \$2,500.00 Mr. and Mrs. S. Shimada, 636 Cassiar St., Vancouver

(3.) \$3,500.00 Mr. S. Sugawara, Seattle, Washington, U.S.A.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

The Canadian Bank of Commerce, Main Branch, Montreal - held by myself.

8. BANK ACCOUNTS: The Canadian Bank of Commerce, Richards and Hastings, Vancouver.

9. LIFE INSURANCE: Monarch Life, Sun Life, Confederation Life, Excelsior Life,

Continental Life, Manufacturer's Life, New York Life.

10. INTEREST IN ANY ESTATES OR TRUSTS: _____

11. SAFETY DEPOSIT BOX: The Canadian Bank of Commerce, Main Branch, Montreal.

LIABILITIES:

1. PERSONAL DEBTS: Mortgage on the building at 558-560 Granville St., Vancouver,

to the London Life Insurance Company. - Monthly rents collected by the

Femberton Realty Corporation Ltd. are to be paid to the London Life Insurance Co.

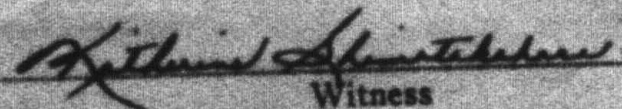
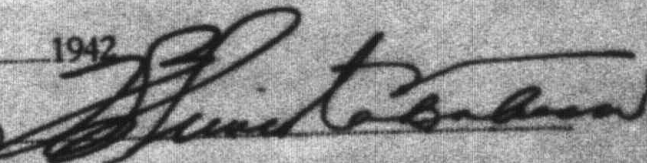
2. TRADE DEBTS: _____

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

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

Dated this 16th day of June 1942

(Signature)



Witness

FOR DEPARTMENTAL USE _____

P.D. 28/1/43

INFORMATION FROM R.C.M.P.

DATE 8/1/43

Our File No. 10831

Full Name SHIMOTAKAHARA, Torayru
(Surname in Block Letters)

Registration No. 00222 Male - Female
(Check) Age Dec. 16, 1889

Former Address 4055 Frances St., Vancouver, B. C.

Date Evacuated April 30/42 Naturalized - Canadian-Born - National
(Check) *April 30/1942 checked with RCMP 55-1-45-
d. y.*

Present Address 373 St. Catherine Rd., Outremont, P.Q.

966 St. Catherine St. West, Montreal

43 Thurlow Road, Hampden Quebec 7/5/47

Married - Single
(Check)

Name of Wife Hideka #00224

Name of Husband

Name of Mother Isamatsu (dec'd) Name of Father Rokuroemon (dec'd)

Names of Children under 16 Hazel Tai (F) 13

Registered by M.L. Registered with Custodian yes
(Yes or No)

Additional Information Dry goods merchant owner.

REAL PROPERTY SUMMARY

JAPANESE NAME: Toraryu SHIMOTAKAHARA Reg. No. 00222 File No. 10831.
CATALOGUE NO: 114

PROPERTY ADDRESS: 558-560 Granville Street, Vancouver, B. C.

LEGAL DESCRIPTION: Lot 30, Block 33, District Lot 541, Group 1, New Westminster District, Plan 210 - Together with all rights and benefits contained in Party Wall Agreements 9478-D and 17190-H.

TITLE: Registered in the name of Toraryu SHIMOTAKAHARA.

ENCUMBRANCES: Registered: 3778-D 25-1-95 10.50 Harry Abbott and Margaret Amelia Abbott. Party Wall Agreement.

17191-H. 31-5-22 11.59 Standard Trusts Company (In trust, filing 7687) and Margaret Amelia Sewell Party Wall Agreement.

60620-H. 15-5-28. 12:18 The London Life Insurance Company Mortgage for \$70,000.00 due 1-5-38 Int. 6%.

Filing 35042 - 19-10-42 The Custodian vesting certificate filed.

Unregistered: No indication of any unregistered charges.

ASSESSED VALUE: Land \$72,500.00
Improvements 11,950.00
\$84,450.00 Taxes - \$4,088.94

CLASSIFICATION: This is a well built three storey basement brick building. The ground floor and basement was leased to the Pagoda Shop. The upstairs was divided into rooms and offices. We quote from D.W. Reeve's report of December 9th, 1943: "The building is three storey and basement brick structure, 38 years old but well built. There is a good shop front on the ground floor which is leased to the Pagoda Shop until 31 January, 1944, this tenant also uses the basement, in connection with which there is a freight hoist.

The rooms upstairs, at the time of our inspection, were all rented except a large hall or club room at the back. These rooms are not modern, but in good condition.

There is a hot water heating plant which is operated by the tenant of the ground floor, the fuel being supplied by the owner. Coal is now used but there is an oil burner and tank formerly in use, which are included in our appraisal."

Situate on the East side of Granville Street in the heart of the shopping district on a 25' x 120' Lot.

HISTORY OF ADMINISTRATION:

Messrs. Pemberton Realty Corporation Limited were appointed rental agents by Toraryu SHIMOTAKAHARA before evacuation. This appointment was confirmed by the Custodian. The ground floor, store and basement were under lease to the Pagoda Shop.

The rest of the offices and rooms were leased to various tenants.

Rents collected \$13,823.00 against which were the following charges:

Payment to London Life Insurance Co.	
in reduction of mortgage.....	\$11,464.65
Expenses including fuel, water, light,	
janitor service, repairs, etc.....	1,945.14
Commissions.....	413.21
	<u>\$13,823.00</u>

SOLD:

To: Singer Sewing Machine Company for \$96,000.00 as at October 31st, 1943.

Approval of Advisory Committee October 13th, 1943.

This sale was handled through the offices of the solicitors representing the vendor and the purchaser. Messrs. Locke, Lane, Guild and Sheppard for the Custodian and Messrs. Ladner Carmichael, Downs and Ladner for Singer Sewing Machine Co.

Funds released to the credit of Toraryu SHIMOTAKAHARA as at December 6th, 1943, against which were the following charges: Real Estate Commission, \$2,900.00, Valuation \$95.00, Advertising \$4.00, Registration Fees \$57.25, Legal Fees, etc. \$101.00, Mortgage Assumed \$50,815.51, Repairs, Janitor, etc. \$60.77, Water Rates \$19.55 = \$54,053.08 leaving a net credit of \$41,946.92 from said transaction.

Adjustments as at October 31st, 1943, to the amount of \$100.30 Unexpired Fire Insurance Premiums, \$654.25 Purchaser's share of 1943 Taxes and \$98.43 Purchaser's share of Coal and Light = \$852.98 were placed to the credit of Toraryu Shimotakahara's account.

The following Insurance Policies:

Union Insurance Society of Canton Limited, Fire Insurance Policy No. 312139 - \$20,000.00 covering on Building at 558-60 Granville Street, expiring August 1st, 1944.

Union Insurance Society of Canton Limited, Plate Glass Policy No. 60-2015 covering the Plate Glass at 558-60 Granville Street.

Street.

- Page 3 -

File No. 10831.

Union Insurance Society of Canton, Elevator Policy No. 4518367 covering liability on elevator at 558-60 Granville Street.

The above policies were transferred to the Singer Sewing Machine Company.

OLD CERTIFICATE OF TITLE:

No. 64646-L

Was on deposit in the Land Registry Office, Vancouver, B.C.

New Certificate of Title in the name of Singer Sewing Machine Company is on deposit in the Land Registry Office, Vancouver, subject to Mortgage No. 60620-H in favour of The London Life Insurance Company.

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

July 16th, 1947.


D. A. CRAMER.

DAC:10

Catalogue No. 114.

File No. 10831 and 10831/1

Name. SHIMOTAKAHARA, Toraryu

Civic Address. 558-560 Granville Street, Vancouver, B. C.

Legal Description. Lot 30, Blk. 33, D.L. 541, Group 1, New Westminster District, Plan 210, Together with all rights and benefits contained in Party Wall Agreements 9478-D and 17190-H.

Classification. Business Block.

New Index required

This property was sold to the Singer Sewing Machine Co. for \$96,000.00 on November 3rd, 1943.

1943

Apr 22

Claims (Creditors - M.L.)

1945

Mar 21

Chattel at 558 Granville St - M.L.

FIRE, PLATE GLASS AND ELEVATOR INSURANCE SUMMARY

Toraya SHIMOTAKAHARA Reg. No. 00222 File No. 10831

The above named Japanese declared on his J.P. Form signed 16th June 1942 in reference to Fire and Casualty Insurance carried by him,

"All property is insured and the policies are held by the Pemberton Realty Corporation Limited."

The following Policies were in force when the property was turned over to the Singer Sewing Machine Company.

Union Insurance Society of Canton Limited, Policy No. 312139
\$20,000.00 covering for Fire on the building at 558-560
Granville Street, Vancouver, B.C.

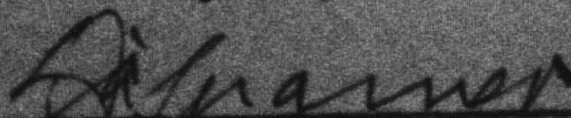
Union Insurance Society of Canton Limited, Policy No. 60-2015
covering the Plate Glass risk at 558-560 Granville Street,
Vancouver, B.C.

Union Insurance Society of Canton Limited, Policy No. 4518367
covering the liability on the elevator at 558-560 Granville
Street, Vancouver, B.C.

The above Policies were transferred to the Singer Sewing Machine Company and the Unexpired Premiums were placed to the credit of Toraya SHIMOTAKAHARA's account.

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

July 16th, 1947.



D. A. CRAMER.

DAC:ic

00022	SHIMOTAKAHARA, Torayyu				10031	
(See also File 8311) at 969						
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Pacific Coast Fire Ins. Co.	201731	\$1000.	Oct.	22	1943	Lots 17-20, Blk. 21, D.L. 44, 450-456 Granville St., Vancouver, B.C.
Merchants Fire Insurance Corp.	Renewed on File (See File 1 969) 39102	12969. \$3500.	Jan.	4	1945	Lts. 12-13, Blk. 13, D.L. 116, 4055 Frances St., Burnaby, B.C.
Merchants Fire Insurance Corp.	Transferred to New Owner - Insurance (See File 8311) 39375	2-12-45 \$2500.	March	23	1945	3377 Price Road, Vancouver, B. C.
War Risk Insurance	118298	Cancelled - 1/12/45 \$2900.	Jan.	15	1944	4055 Frances St., Burnaby, B.C. 4055 Frances St., Burnaby, B.C.
Union Insurance Soc. of Canton, Ltd.	60-2015	Property sold to Singer Sewing Machine Co. Plate Glass	Feb.	7	1946	548-50 Granville St., Vancouver, B. C.
Union Insurance Soc. of Canton, Ltd.	312139	Property sold to Singer Sewing Machine Co. \$20,000.	Aug.	1	1944	Lot 30, Blk. 33, D.L. 431, 558-60 Granville St., Vancouver, B.C.

Authority to pay premiums on
 Mrs. Life Pol. # 751,532 - Torayyu
Shimotakahara - from a/c's.
 8311 & 12969 (Mrs. Shimotakahara
 & daughter - Katherine Seton Suzuki
 dated Dec. 9/43.

File No. 10831

SHIMOTAKAHARA, Toraryu (Mr.)

Reg. No. 00222

558 - 560 Granville Street, Vancouver, B. C.

Picture taken May 18th, 1943.



File No. 10831

NATURE OF ENCUMBRANCE Mortgage or
(registered) (unregistered)

Name of Owner of Property SHIMOTAKAHARA, Toraryu Reg. No. 00222

Address 4055 Frances Street, Vancouver, B.C.

Occupation Merchant Age 52

Registered Owner of Property Toraryu SHIMOTAKAHARA C.T.No. 64646L

Property:

Property Address Mun. Vancouver, B.C.

Legal Description Lot 30, Block 33, D.L. 541, Group 1, Plan 210, N.W.D.

..... L.R.O. 60620M

Nature of interest Owner

Particulars of Encumbrance:

Date 15th May, 1928

Parties to document:

Name Pearl Ruth Long and Norman Gardner Cull Mortgagors

Address 1570 W. 36th Ave. & 1137 Balfour Ave., Vancouver, B.C.

Name The London Life Insurance Co., Mortgagee

Address (London, Ont.) Vancouver, B.C.

Principal Amount \$70,000.00

Terms of Payment \$1750 1st Nov. 1928, \$1750 on 1st days of May & November

1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937 Rate of Interest .6%

Balance 1st May 1938

Arrears, if any: Principal \$244.06 - \$82.93 Interest Up to date

Balance owing as at this date \$50984.97 with interest paid to Feb. 1, 1943.

Standing of Taxes: Arrears Current 1942 Paid

Insurance:

(1) Agent Pemberton Insurance Corporation Union Insurance Society of Canton

Policy No. C.312139 Amt. \$20,000.00 Prem \$211.20 Exp. Date Aug. 1, 1944.

(2) Agent Pemberton Insurance Corporation Company WAR RISK POLICY NO. 118298 E.

Policy No. Amt 22,500.00 Prem \$53.75 Exp. Date Jan. 16, 1944.

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

..... War Risk Policy placed in the Alliance Insurance Company of Philadelphia, places

\$20,000 on 558-60 Granville St., and \$2500.00 on 4055 Francis St., Vancouver

..... 1943

Dated at Vancouver, B.C. this 28th day of January A.D. 1942.

Subject to our letter to you of

January 28, 1943

CERTIFIED CORRECT:

THE LONDON LIFE INSURANCE COMPANY

per

(Signature) Resident Inspector

Agreement for Extension of Mortgage

HYPER LOAN NO. V22 - 13091

Agreement made the 28th

Copy
day of July

A.D. 1941

Between: TORIYU SHIMOTAKAHARA, of 450 Granville Street,
of the City of Vancouver of
British Columbia, of the first part;

The London Life Insurance Company, a body corporate, having its head office at the City of London, in the Province of
Ontario (hereinafter called "the Company") of the second part;

And

of the Third Part.

Whereas by a certain Mortgage dated the 15th day of May, 1928, made by
Pearl R. Long and Norman G. Cull (& Geo. R. Long to the Company and registered in the
Land Registry Office at Vancouver, British Columbia, on the 19th day of May, 1928, as No. 60620H
the Mortgagee mortgaged to the Company ALL AND SINGULAR the lands and premises following, that is to say:
Lot Thirty (30) Block Thirty-three (33) District Lot 541, Plan No.
210, in the City of Vancouver, Province of British Columbia.

And Whereas there is now owing to the said Company certain sums which it is agreed shall be reduced to the
sum of Sixty Thousand (\$60,000.00) Dollars for
principal, and that all interest shall be paid up to the 1st day of August 1941, and all taxes paid
to date.

And Whereas the party of the First Part hereto being the Purchaser of the said lands and
premises from the Mortgagee in the said Mortgage has requested the Company to extend the
time for the payment of the said principal sum, when so reduced, as hereinafter mentioned, and the Company consent
so to do.

The party of the first part and all other parties to this agreement hereby authorize and empower the Company
to pay all taxes or charges and assessments which may hereafter become due or imposed upon or in respect of the mort-
gaged premises, but it is hereby declared that the Company shall be under no obligation to pay any such taxes, and that
they shall be under no liability for any neglect or default in so doing. And it is further declared that all sums from
time to time paid by the Company, in pursuance of this clause, shall bear interest at the rate per annum provided in
this agreement for interest upon the principal sum compounded monthly until paid.

And the said party of the first part hereto hereby for himself, his heirs, executors, administrators and assigns cove-
nants with The London Life Insurance Company and their assigns to pay to said Company, the said principal sum of
Sixty Thousand (\$60,000.00) Dollars and also all sums paid by the said
Company for taxes or insurance premiums and any other sums which under any provision of the aforesaid Mortgage, shall
become a charge upon the said lands, with interest on all and every of the said sums, at the rate of 5 per cent per
annum, for the period from August 1, 1941 to

August 1, 1942 and at the rate of 4% per annum for the period
from August 1, 1942 to August 1, 1946 compounded monthly to be
paid as follows: \$1000.00 to be paid on the 1st day of September
1941 and the like sum to be paid on the 1st day of each and every
month thereafter, until and inclusive of the 1st day of July 1946
and the balance of the said principal, interest and other sums to be
due hereunder to be paid on the 1st day of August, 1946. Provided
that the mortgagor shall have the privilege of paying an additional
\$250.00 on account of principal with any monthly payment.

August 1941 and on the 1st day of each month thereafter, there shall be calculated the interest which would accrue on such date
for the payment of the balance due hereunder, there shall be calculated the interest which would accrue on such date
on the amount owing on the first day of the previous month and on all sums advanced as hereinafter pro-
vided and the payment which has been made by the party of the first part on the first day of such month
shall be applied on the interest which has so accrued on the principal sum and any balance remaining after the payment
of such interest shall then be applied in satisfaction and reduction of the principal, interest, taxes or other sums owing
on the said lands.

It is estimated that the taxes for each year will amount to the sum of \$ 3800.00 per year and the
monthly sums payable as hereinafter mentioned were arrived at upon the assumption that the monthly payments so
provided to be made would, after payment of the interest and a certain amount of the principal, be sufficient to pay the
said estimated amount of taxes and it is hereby agreed that if the taxes paid by the Mortgagee exceed the said estimated
amount hereinafter set forth then so much of said taxes as exceeds the estimate shall on the first day of
November in the same year be paid by the Mortgagee to the Mortgagee in addition to the monthly instalment herein-
before provided to be paid on such date.

It is further agreed that the party of the first part hereto shall be bound to pay to the Company the sum of One Dollar (\$1.00) the receipt whereof is hereby
acknowledged by the Party of the First Part, the Party of the First Part hereby waives the benefit of the Mortgagee's and Purchaser's
Bill of Sale Act 1924 and of any amendments made thereto and agrees that the provisions of the said Act or any amendments thereto shall
not apply to the Mortgage dated the 15th day of May 1928 hereinafter referred to nor to this agreement.

The principal sum hereby secured is declared to be the sum of \$ 60,000.00 and the interest chargeable thereon is calculated
at the rate of 5.05% per cent per annum calculated half yearly not in advance for the period August 1, 1941 to
August 1, 1942 and 4.54% for the period August 1, 1942 to August
1, 1946 calculated half yearly not in advance.

AND IT IS HEREBY FURTHER AGREED by and between the Parties hereto that this extension agreement shall be treated as being hereby amended and shall together with all the terms,
conditions, provisions and conditions thereof continue to be in full force and effect save as hereby amended.

Provided, however, that nothing herein contained shall affect or prejudice the rights of the Company as against the Mortgagee
above named or against the Party of the First Part or the heirs, executors, administrators or assigns of either of them or any claim which
the Company may have under the said Mortgage and shall not create any merger or alter or prejudice the rights of the Company as
regards any security collateral to the said Mortgage or as regards any equity or subsequent encumbrance or any person not a party
hereto liable to pay the said mortgage money or interest, or interested in the said lands all of which rights are hereby reserved;

Provided further that there shall be no right of premature repayment except as herein mentioned and any statutory right in
that behalf shall take effect as if the said Mortgage had been dated from the date of this Agreement.

This agreement and everything herein contained shall serve to the benefit of and be binding upon the heirs, executors, adminis-
trators, successors and assigns of the parties hereto respectively.

In witness whereof the hands and seals of the parties hereto are hereto set.

Signed, Sealed and Delivered

In the presence of

Winifred G. Nicholls
Ste. 5, 410 Seymour St.
Vancouver, B.C.
Stenographer

Mary Frew

"T. Shimotakahara"
LONDON LIFE INSURANCE COMPANY
J. A. [Signature]
PRESIDENT ACTING SECTY

(Seal)

10831

This Indenture,

the 15th day of May made in triplicate
one thousand nine hundred and twenty-eight in the year of our Lord

IN PURSUANCE OF THE "SHORT FORM OF MORTGAGES ACT":

Between:

PEARL RUTH LONG, Wife of George Roy Long, both of
1570 Thirty-sixth Avenue West, in the Municipality of Point Grey
in the Province of British Columbia and NORMAN GARDNER CULL of
1137 Balfour Ave., in the Municipality of Point Grey, Province of British Columbia, Optician,
hereinafter called "The Mortgagor," of the First Part;
THE LONDON LIFE INSURANCE COMPANY, a body corporate, having its head office at the
City of London, in the Province of Ontario, hereinafter called "The Mortgagee," of the Second Part.

and
GEORGE ROY LONG of 1570 Thirty-sixth Avenue West, in the
Mun. of Point Grey, Province aforesaid, Barrister & Solicitor.
hereinafter called "the Third Party" of the Third Part.

WHEREAS the Mortgagor is seized of and entitled to the legal and equitable estate in fee simple in possession
in his own right in and to the lands and premises hereinafter described; and whereas the Mortgagor and the Third Party
have requested the Mortgagee to lend the Mortgagor the amount hereinafter mentioned and the Mortgagee has agreed
so to do upon the security of the said lands and premises and of the covenants of the Mortgagor and of the Third Party
hereinafter set forth:

NOW THEREFORE WITNESSETH that, in consideration of the sum
of -----Seventy Thousand-----Dollars of lawful money of
Canada, now paid by the said Mortgagee to the said Mortgagor, the receipt whereof is hereby by the Mortgagor
acknowledged, the said Mortgagor doth as legal and beneficial owner GRANT AND MORTGAGE unto the Mortgagee,
its successors and assigns, forever, ALL AND SINGULAR the lands and premises following, that is to say:

That certain piece or parcel of land and premises situate in
the City of Vancouver in the Province of British Columbia more
particularly known and described as: Lot Thirty (30), Block
Thirty-three (33), District Lot Five hundred and forty-one (541)
according to the registered map or plan of the said subdivision
deposited in the Land Registry Office at the City of Vancouver
aforesaid and numbered Two hundred and ten (210).

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

PROVIDED THIS MORTGAGE TO BE VOID on payment at the office of the Mortgagee, at the City of
London, in the Province of Ontario, of -----Seventy Thousand-----Dollars
(\$ 70,000.00-----) of gold coin of legal tender in Canada with interest at Six (6)
per centum per annum as follows:

the said principal sum to be paid One thousand seven hundred and fifty dollars
(\$1750.00) on the first day of November, in the year 1928; One
thousand seven hundred and fifty dollars (\$1750.00) on the first days
of May and November in the years 1929, 1930, 1931, 1932, 1933, 1934,
1935, 1936 and 1937, and the full balance of principal then out-
standing on the first day of May in the year 1938.

the interest at the said rate, likewise of gold coin, to be paid on the first days of May

& November in each and every year on so much principal money hereby secured as shall from time
to time remain unpaid until the whole of the principal money and interest shall be fully paid and satisfied whether
before or after the same becomes due; the first of such payments of interest to become due and payable on the
first day of November next (1928).

TOGETHER with any moneys paid by said Mortgages for any taxes, charge, lien, or encumbrance on the said lands and
premises or any part thereof, or for any insurance premium, and all costs, charges and expenses which the Mortgagee
may pay for valuation, solicitor's fees, inspection of said premises, protecting, repairing, or improving the same, or
taking, recovering and keeping possession of the said lands and premises and keeping in force or realizing upon this or
any collateral security and for any proceeding under any of the covenants herein or under any of the terms hereof; all
which said amounts shall be without demand thereof payable forthwith with interest at said rate.

AND taxes and performance of statute labor, PROVIDED ALWAYS that in addition to the requirements set out
in the above proviso the Mortgagor shall have duly observed and performed all covenants, provisos, terms and con-
ditions on the part of the Mortgagor herein contained.

IT IS HEREBY PROVIDED AND AGREED THAT all sums of principal and interest which shall become payable under these presents shall, if not paid at the date when due, bear interest, payable from day to day, at the rate of one per cent per annum, computed at the end of each year from said date such interest shall be computed and the whole amount of interest then accrued under this clause and unpaid shall thereupon bear interest at the same rate, compounded at the aforesaid periods, until paid and all interest which shall accrue hereunder shall form a charge on said lands and all the provisions of this clause shall continue in force as well after as before the date fixed for the last payment under these presents.

AND the Mortgagee covenants with the Mortgagor that the Mortgagee shall pay the mortgage money and interest and observe the above proviso and all other provisos and stipulations herein contained. THAT the Mortgagee shall have quiet possession of the said lands free from all encumbrances. AND THAT the said Mortgagee will execute such further assurances of the said lands as may be required. permit a lien to be acquired against the said lands under the "Mechanics' Lien Act" or any amendment thereof. AND THAT the said Mortgagee will insure the buildings on the said lands to the amount of not less than the full insurable value in currency and all buildings better than erected thereon for their full insurable value, and that at least five (5) days before the expiration of any insurance policy the Mortgagee shall place the Mortgage in possession of the receipt for payment as aforesaid of such policy or of a re-insurance, and in case of default of such renewal, re-insurance or the policy the Mortgagee may effect an insurance of the property for such amount as it may think proper and in any such case the Mortgagee shall forthwith repay to the Mortgagee all premiums paid by the Mortgagee.

AND the Mortgagee covenants with the Mortgagor that the principal shall not be paid off or satisfied in whole or in part otherwise than in accordance with the proviso for repayment above contained; that in case such principal sum or any part thereof is so paid off or satisfied (and a sale under any of the powers herein contained shall be considered a payment off within the meaning hereof) then the said Mortgagee shall be entitled, in addition to all other sums for principal, interest, costs or otherwise, to an amount equal to three (3) months' extra interest at the rate aforesaid on such principal so paid as liquidated damages for the breach of this covenant and the same shall be a charge upon the said lands; and that if this mortgage be paid off before maturity the said Mortgagee shall also pay all expenses incidental to the procurement of the loan.

AND the Mortgagee covenants with the Mortgagor that if this mortgage be paid as liquidated damages for the breach of this covenant and the same shall be a charge upon the said lands; and that if this mortgage be paid off before maturity the said Mortgagee shall also pay all expenses incidental to the procurement of the loan.

AND the said Mortgagee covenants with the Mortgagee that the Mortgagee shall keep the said lands and all buildings and improvements thereon in good condition and repair and shall not commit or permit any act of waste on the said lands or in any way reduce the security after the execution of these presents, and that the Mortgagee, by its agents, may at any time and from time to time enter upon and inspect the said lands and premises and may at such time or times as it may deem necessary make such arrangements as it may deem expedient to finish, repair and put in order any fences, buildings and improvements thereon and that the Mortgagee shall forthwith pay to the Mortgagee the amount so expended with a proper allowance for the time and services of such agent (whether an officer of the Mortgagee or not), and that all costs, charges and expenses, including allowance for the time and services of the Mortgagee's agent, shall be a charge upon the mortgaged property and shall be added to the debt hereby secured and bear interest at the mortgage rate as hereinbefore provided until payment.

PROVIDED THAT in default of payment the Mortgagor shall have quiet possession of said lands.

PROVIDED ALWAYS, and it is hereby agreed, that upon breach of any implied covenant or upon breach of any covenant herein contained or upon default being made in the payment of any moneys hereby secured or any part thereof or in the keeping observance or performance of any covenant, proviso, stipulation or condition herein contained and on the part of the Mortgagor required to be kept observed or performed or upon the Mortgagor or those claiming under him becoming insolvent or committing any acts of waste upon or abandonment of the said lands or those claiming under the Mortgagor that any covenant or representation made by or on behalf of the Mortgagor is untrue or that the security is inadequate or upon registration of any mechanics' lien against the said premises or upon any building being erected on said lands being allowed to remain unfinished or without any work being done on same for a period of thirty (30) days, the principal and all other moneys hereby secured shall, at the option of the Mortgagor, forthwith become due and payable in like manner and to all intents and purposes as if the time herein mentioned for payment of such moneys had fully come and expired and the powers of re-entry, leasing and sale herein given or any of them may be exercised without any notice.

PROVIDED THAT the said Mortgagee on default of payment for one (1) week may, on one (1) week's notice, enter upon and lease or sell the said lands. **PROVIDED ALSO** that in case of default of payment as in the foregoing proviso mentioned for one (1) month the foregoing powers of entry, leasing and sale or any of them may be exercised without any notice having been given as therein provided. **PROVIDED ALSO** that any notice to be given under these presents may be effectively given during the lifetime of the Mortgagor or after his death by leaving such notice with some person on the said lands, if occupied, or by placing the same thereon, if unoccupied, or at the option of the Mort-
gagor by publishing the same once in some newspaper published in the City of Vancouver in the
Province of British Columbia, and every such notice shall be sufficient.

Province of British Columbia, and every such notice shall be sufficient though not addressed to any person by name and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability. PROVIDED THAT any sale under the said powers of sale may be either for cash or on credit or part cash and part credit and the costs and expenses of any abortive sale shall become a charge upon the lands and the Mortgagee may tack them to the mortgage debt, and in the case of a sale on credit the Mortgagee shall only be bound to pay to the Mortgagee such moneys as shall have been actually received from the purchaser after the satisfaction of the Mortgagee's claim. AND ALSO that any contract of sale made under the said powers of sale may be tacked or remitted, evidence of title or otherwise as the Mortgagee may deem fit, and also that the Mortgagee shall be at liberty to buy in and resell or re-convey or vary any contract of sale without being answerable for deficiency or loss occasioned thereby. PROVIDED ALSO that where a sale is made in pursuance exercise of the aforesaid powers of sale the receipt of the Mortgagee for the purchase money of the premises sold shall effectually discharge the purchaser therefrom and from being concerned to see to the application of the purchase money or being answerable for the purchase thereof, and the title of the purchaser shall be the same as if the purchase had been made by the mortgagee.

PROVIDED THAT the Mortgagee may distrain for arrears of interest, and may also distrain for principal in the same manner as it came arrears of interest, it being hereby agreed that this provision shall not conflict in any way with the attornment clause following and that both may be taken effect together. The Mortgagee doth DEMISE AND ENVALENT the premises to the Mortgagor and his heirs, assigns, administrators, executors, assigns, and assigns of the Mortgagee, and against the heirs, executors, administrators and assigns of the Mortgagee, and against the person exercising the power. AND ALSO that the above powers of sale may be only in damages against the person exercising the power. AND ALSO that the above powers of sale may be only in damages against the person exercising the power. AND ALSO that the above powers of sale may be only in damages against the person exercising the power.

[illegible]

any notice to quit, cease and determine in case default be made in payment of any sum provided to be paid in the proviso for repayment. It is further agreed that nothing herein contained nor anything done nor omitted to be done hereunder shall render the Mortgagee accountable as mortgagee in possession nor accountable for any moneys other than those actually received hereunder. AND the Mortgagor further agrees that if default shall be made in payment of any part of said principal at any time herein provided for payment thereof it shall and may be lawful for the Mortgagee, and the Mortgagor doth hereby grant full power and license to the Mortgagee, to enter upon the said lands and seize and distrain upon any goods upon the same or any part thereof and by distress warrant to recover by way of rent reserved as in the case of a demise of the said lands as much of said principal as shall from time to time be or remain in arrear or unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent. AND as a part of the consideration for the advance hereby secured the Mortgagor hereby waives any exemption to which he may now or hereafter be entitled in case the Mortgagee shall distrain his goods and chattels under the preceding clauses hereof or as landlords, and the said Mortgagor hereby expressly authorises the said Mortgagee to seize and sell any such exempted goods and covenants and agrees with the Mortgagee that he will not claim any exemption to which he would otherwise be entitled either under any statute of the Province of British Columbia now or hereafter in force or otherwise howsoever.

AND IT IS FURTHER AGREED that the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest at the rate and times herein provided.

AND IT IS AGREED AND DECLARED that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured and no person shall have any right to require the mortgage moneys to be apportioned upon or in respect of any such parts or lots.

The Mortgagor agrees that in the event of any part of the money advanced hereunder being applied to the payment of any charge or encumbrance the Mortgagee shall stand in the position and be entitled to all the equities of the person so paid off, and that all implied covenants are hereby incorporated herein, and that neither the execution nor registration of this mortgage nor advance in part of the moneys secured hereby shall bind the Mortgagee to advance the said moneys or any unadvanced portion thereof, and that the Mortgagee shall not be bound to retain, keep in force or realise on any collateral securities, and that the said Mortgagee, at its discretion and upon the request of the Mortgagor or any other person alleging himself to be the owner of the remainder of the property, may at all times release any part or parts of the said lands or any other security for the moneys hereby secured, either with or without any consideration therefor and without being accountable for the value thereof or for any moneys except those actually received by it and without thereby releasing or affecting any other of the said lands or securities or any of the covenants herein contained. And may pay any moneys received by virtue of any insurance to the Mortgagor or to any other person appearing by the registered instruments to be or to have been the owner of the said lands or apply the same to rebuild the premises or upon any payment not then due on this mortgage, and that the discharge of this mortgage shall be prepared by the solicitor for the Mortgagee at the expense of the Mortgagor.

PROVIDED THAT no extension of time given by the Mortgagee to the Mortgagor or anyone claiming under him nor any other dealing by the Mortgagee with the owner of the equity of redemption of said lands shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or the Third Party or any other person liable for the payment of the moneys hereby secured.

IT IS HEREBY AGREED that the Mortgagee may pay any liens, taxes, rates, charges or encumbrances upon or against the said lands, premiums for insurance, solicitor's, valuator's and other fees and charges in connection with this mortgage, and all costs and expenses incurred by the Mortgagee in exercise of the powers to finish, repair and put in order the fences, buildings and improvements hereinbefore contained or in perfecting the title of the said lands or in defense of the title thereto or arising out of any default of the Mortgagor, including solicitor's fees for recovery of moneys before issue of writ, together with all other proper outlays made by the Mortgagee, shall be payable forthwith by the Mortgagor to the Mortgagee with interest at the rate aforesaid and until paid shall be added to the principal amount hereby secured and shall be a charge upon the said lands in favor of the Mortgagee, bearing interest at the rate aforesaid prior to all claims thereon subsequent to these presents, and in default of payment of the said amounts or any of them the principal sum hereby secured shall, at the option of the Mortgagee, become payable and the powers of sale hereby given may be exercised in addition to any other remedies to which the Mortgagee may be entitled either at law or under the terms of these presents.

AND THIS INDENTURE FURTHER WITNESSETH that inasmuch as the Mortgagee agreed to lend the money hereby secured partly on the Third Party's covenants hereinafter contained, now therefore the Third Party consents and agrees to the terms, covenants, provisions, stipulations and conditions contained in this indenture and becomes a party and joins in all covenants with the Mortgagor severally as well as jointly in the same manner and to the same

THE ATTACHED IS A TRUE COPY OF THE MORTGAGE BETWEEN PEARL RUTH LONG AND NORMAN GARDNER CULL AND GEORGE ROY LONG DATED MAY, 1928.

L. Gardner

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

JANUARY 16, 1943.

liability of the Third Party as a principal debtor would not have been discharged, nor shall the Third Party be entitled to any previous demand or notice of any kind.

IT IS HEREBY AGREED that in construing these presents the word "Mortgagee" shall mean and include the successors and assigns of the Mortgagee, and the word "Mortgagor" and the words "Third Party" and the personal pronoun "his" relating thereto and used therewith respectively shall be read and construed as Mortgagor or Mortgagors or Mortgagors and his, her, its or their respectively as the number and gender of the Mortgagor and obligations entered into or

Notwithstanding the covenants and provisions hereinbefore contained it is agreed that the Mortgagor's title to the lands hereby mortgaged is subject to and also includes the benefits of those certain party wall agreements dated January 16th, 1895 registered as No. 37780 9478-D and March 1st, 1922, registered as No. 17190-H, and 17191H.

"Joan Shewell Morris"
801 Birks Bldg.,
Vancouver, B.C.
Stenographer

"Pearl Ruth Long" (Seal)
"Norman G. Cull" (Seal)
"G. Roy Long" (Seal)

I was personally present and did see the within instrument duly signed and executed by
the part thereto, for the purposes named therein.

PEARL RUTH LONG and NORMAN
GEORGE ROY LONG
GARDNER CULL and

870,000.00

~~RONALD P. STOCKTON
Barrister and Solicitor
Rogers Building, Vancouver, Canada~~

100-111111-1

—05—

10

82

17-13091

28

May

ACKNOWLEDGMENT OF MAKER

1928, at Vancouver

I, Pearl Ruth Long, Norman Gardner

of British Columbia, Pearl Ruth Long, Roy Long

15th day of May

in the PROVINCE

I hereby certify that, on the

15th day of May

IN TESTIMONY WHEREOF I have hereto set my hand and seal of office at

Vancouver, British Col-
umbia, twenty-eight

(Seal)

W. C. Abrey

A Notary Public in and for the Province of British Columbia
I Commissioned for term extending until 1931

Copy 1/1/43

This Indenture

made the Sixteenth (16th) day of
December in the year of our Lord one thousand nine
hundred and forty-two (A.D. 1942).

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN TARAYU SHIMOTAKAHARA, Merchant, of 373 St. Catherine
Road, Outremont, in the City of Montreal, in the Province
of Quebec,

hereinafter called the Lessor of the FIRST PART,

AND

THE PAGODA SHOP LIMITED, an incorporated Company, operating under
a Dominion Charter, with its head office at 558 Granville Street,
in the City of Vancouver, in the Province of British Columbia, and -
EDITH MAY CLARK, Wife of Rev. Harold M. Clark, Retired, of 1446
West Fifth Avenue, in the City of Vancouver, in the Province of
British Columbia,

hereinafter called the Lessee of the SECOND PART,

WITNESSETH that in consideration of the Rents, Covenants, Conditions and Agreements hereinafter
respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee,
ALL AND SINGULAR those certain lands, premises and buildings situate in the - City -
of - Vancouver - in the Province of British Columbia and known and described as

the ground floor and basement of the premises situate at 558 Granville Street,
excepting thereof such portions of the basement as are being used for purposes
necessary to heat the building of which the premises demised form a part.

hereinafter called the Premises,

FROM the - First (1st) - day of - February -
one thousand nine hundred and forty-three (A. D. 1943) -
FOR THE TERM OF - One (1) year - thence ensuing,
YIELDING therefor during the said term the RENT of Seven Thousand Eight Hundred
and xx/100 - Dollars (\$ 7,800.00)
payable at the office of the Lessor's Agents, PEMBERTON REALTY CORPORATION LIMITED,

monthly in advance without deduction on the First (1st) day of each and every month
in twelve (12) consecutive monthly instalments of Six Hundred and Fifty and xx/100
- Dollars (\$ 650.00).

THAT THE SAID LESSEE COVENANTS WITH THE SAID LESSOR:
TO pay rent and to pay water rates and to pay for the installation and maintenance of a water meter in case of
disagreement as to the amount of water used on the premises and to pay for all gas and electric light and power
used on the premises;
AND to repair, reasonable wear and tear and damage by fire, lightning, tempest and earthquake excepted; AND
to give to the Lessor or his agent immediate notice of any defect in water, gas or other pipes or fixtures, heating
apparatus, elevator, hoist, machinery or other wires or fixtures;
AND that the Lessor may enter and view state of repair and damage by fire, lightning, tempest and earthquake excepted;
AND that the Lessee will leave the premises in good repair, reasonable wear and tear and damage by fire, light-
ning, tempest and earthquake excepted;
AND will keep and leave whole and in good order all water, gas and electric fixtures, pipes, tanks, locks,
fastenings, hinges, window shades, sash cords, heating and cooling apparatus under the control of and used by the
Lessee and will keep and leave all brass, copper or other metals and all windows, in or on or attached to the
premises, cleaned and polished and will at all times keep the grates of any furnace or heater clear and free from
accumulation of ashes;
AND will not assign without leave; AND will not sublet without leave;
AND will not use the premises nor allow the premises to be used for any other purpose than that for which the
premises are hereby leased, namely:
An Oriental goods, drygoods and furniture shop

AND will not carry on nor do, nor allow to be carried on or done on the premises any sales by auction, nor any
work, business, occupation, act or thing whatever which may be or become a nuisance or annoyance to the Lessor,
the public or any other occupant of the said building or which may increase the hazard of fire or liability of
any kind or which may increase the premium rate of insurance against loss by fire or liability upon the said build-
ing or the premises or invalidate any policy of insurance of any kind upon or in respect of same or which may
cause or result in excessive use or waste of water or increase the amount of water rates payable in respect of
the said building or the premises;
AND will not drive nails or screws into nor drill into nor cut, mark nor in any way deface any part of the
premises;
AND will not make any alterations in the structure, plan or partitioning of the premises nor install any plumbing,
piping, wiring, or heating apparatus without the written permission of the Lessor or his agent first had and obtained
and at the end or sooner determination of the said term will restore the premises to their present condition if
called upon to do so by the Lessor but otherwise all repairs, alterations, improvements and additions made by the
Lessee upon the premises, except gas and electric fixtures and movable business fixtures, shall be the property
of the Lessor and shall be considered in all respects as part of the premises; AND will indemnify and save harm-
less the Lessor from and against all and all manner of actions or causes of damages, losses, costs or expenses which he may sustain, incur or be put to by reason of any advertising
signs now existing or which may hereafter be erected by the Lessee upon, over, projecting from or above the said
building or the premises, and will pay the premiums charged upon any bond of indemnity or liability insurance policy
in respect of such signs issued upon the demand of the City, Municipal or other authorities, provided always that
the Lessor shall from time to time and at all times hereafter be at liberty to examine the said signs, and that the
Lessee will repair or strengthen the same upon notice from the Lessor, and if the Lessee shall fail to comply
with such notice, the Lessor shall be at liberty to repair or strengthen the said signs, and the costs, charges and
expense of so doing shall be forthwith paid by the Lessee to the Lessor, but the giving of such notice and the under-
taking of such repairs or strengthening by the Lessor shall not be deemed an acknowledgment or admission of any
liability or responsibility on the part of the Lessor;
AND will not cover or obstruct the glass doors, partitions, transoms, windows, lights and skylights which reflect
or admit light into any passageway or other place in the said building;
AND will not bring into or upon the premises any safe, motor, machinery or other heavy articles without the consent
of the Lessor in writing first had and obtained, and will immediately make good any damage done to any part of
the building or premises by bringing in or taking away the same;
AND will keep lighted continuously from dusk until midnight of each and every night of the said term the front
entrance and the front windows of the premises with good and sufficient electric lights (not less than
watts in the said entrance and
watts in each of the said windows);
AND will provide receptacles for refuse and rubbish of all kinds, and will attend to the removal of the same from
the premises at regular intervals, and will not keep nor leave any boxes, packing material or rubbish of any kind
in or near the premises or any passages connected with same, AND will keep clean and free from any rubbish,
ice or snow, all walks, passages, yards and alleys adjacent to the premises;
AND will observe, obey and conform to and cause his employees to observe, obey and conform to all rules and
regulations from time to time made by the Lessor with regard to the management, use or occupation of the said
building and the premises;
AND will comply promptly at his own expense with all laws, ordinances, regulations, requirements and recommen-
dations of any and all Dominion, Provincial, Civic, Municipal and other authorities, or Association of Fire Insurance
Underwriters or Agents and all notices in pursuance of same whether served upon the Lessor or the Lessee, and
will indemnify and save harmless the Lessor from and against all and all manner of actions or causes of non-
damages, losses, costs or expenses, which he may sustain, incur or be put to by reason of any neglect of same or non-
compliance therewith or by reason of any defect, delinquency, disrepair, depreciation, damage or change in or to the
premises, or any injury or damage to any person or to any goods and chattels contained in, upon or about the
premises, however caused;
AND will allow notices "For Sale" or "To Let" to be put and remain on the premises in a conspicuous position
for at least sixty days prior to the expiration of this lease and will allow prospective purchasers or tenants to
enter and inspect the premises on week days during the said sixty days;
AND at the expiration or sooner determination of this lease will peacefully surrender and give up possession of the
premises without notice from the Lessor, any right to notice to quit or vacate being hereby expressly waived by the
Lessee, any law, usage or custom to the contrary notwithstanding;

AND IT IS HEREBY AGREED

THAT the whole contract and agreement between the parties hereto is set forth herein, that the Lessee has
leased the premises after examining the same, that no representations, warranties or conditions have been made
other than those expressed or implied herein, and that no agreement collateral hereto shall be binding upon the
Lessor unless it be made in writing and signed by the Lessor;
THAT no waiver or neglect to enforce the right to forfeiture of this lease or the right of re-entry upon breach
of any covenant, condition or agreement herein contained shall be deemed a waiver of such rights upon any sub-
sequent breach of the same or any other covenant, condition or agreement herein contained;
THAT any notice to be served hereunder shall be deemed to be sufficiently served on the Lessee if addressed to
the Lessee and left on the premises;
THAT if the Lessor shall be unable to deliver possession of the premises at the time of the commencement of the
said term, neither the Lessor nor his agents shall be liable for any damages or loss caused thereby, nor shall this lease
be void or voidable, nor the date of the expiration of same be changed by reason thereof, but in such event the
Lessee shall only be liable for rent at the rate hereby reserved from such time as the Lessor shall be able to
deliver possession of the premises;

IT IS UNDERSTOOD AND AGREED that the Lessor shall have the right of access through the basement to the heating plant for the purpose of operating the said heating plant at such times as he considers necessary.

IT IS UNDERSTOOD AND AGREED between the parties hereto that in the event of the premises demised being sold during the term hereby granted, the Lessee will vacate upon receiving from the Lessor, or his Agents, or the Purchaser from the Lessor, or his Agents, three (3) months' notice so to vacate addressed to the Lessee at the demised premises, the said three (3) months to commence to run from the date on which the said notice is delivered or posted to the Lessee, and it shall not be necessary that such date be the day upon which the rent reserved hereunder is due and payable.

THAT the Lessor shall have the right at any time during the said term to repair, remodel, alter, improve or add to the premises or the whole or any part of the building of which the premises form a part or to change the location of the entrance or entrances to the said building and the premises without compensation or responsibility to the Lessee and for such purposes, if necessary, to enter into, pass through, work upon and attach scaffolds or other temporary structures to the premises, putting the Lessee to no unnecessary inconvenience;

THAT any rights or privileges which may accrue or enure to or for the benefit of the Lessor by virtue of any law governing the relations of Landlord and Tenant not specifically mentioned herein and not inconsistent with the terms and conditions hereof and all rights of enforcement of same shall be deemed to be hereby reserved to and claimed by the Lessor;

THAT if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with any of the covenants of the Lessee herein contained then the Lessor shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rent hereby reserved, and any such amount shall thereupon immediately be due and payable as rent and recoverable in the manner provided by law for the recovery of rent in arrear;

THAT in case the premises or any part thereof shall at any time during the said term be burned down or damaged by fire so as to render the same unfit for the purpose of the Lessee, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained, shall be suspended and abated until the premises shall have been rebuilt or made fit for the purpose of the Lessee, or at the option of the Lessor the said term shall in such case forthwith come to an end, and the Lessee shall cease to be held liable for payment of rent except such rent as shall have already accrued due, and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid for in advance;

THAT whenever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee he may use such force as he may deem necessary for that purpose and for gaining admittance to the premises without being liable to any action in respect thereof, or for any loss or damage occasioned thereby and the Lessee hereby expressly releases the Lessor from all actions, proceedings, claims or demands whatsoever for or on account of or in respect of any such forcible entry or any loss or damage sustained by the Lessee in connection therewith.

THAT in case the Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors, or being an incorporated company if proceedings be begun to wind up the said company, or in case of the non-payment of rent at the times herein provided, or in case the premises or any part thereof become vacant and unoccupied for a period of thirty days or be used by any other person or persons, or for any other purpose than as hereinbefore provided, without the written consent of the Lessor, this lease shall, at the option of the Lessor, cease and be void, and the term hereby created expire and be at an end, anything hereinbefore to the contrary notwithstanding, and the then current month's rent and three months' additional rent shall thereupon immediately become due and payable, and the Lessor may re-enter and take possession of the premises as though the Lessee or his servants or other occupant or occupants of the premises were holding over after the expiration of the said term, and the term shall be forfeited and void;

THAT if the Lessee shall hold over and the Lessor shall accept rent after the expiration of the said term, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month; and the monthly rental shall be the same per month as the last month of the term hereby granted.

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

THAT all grants, covenants, conditions, provisions, agreements, rights, powers, privileges and liabilities contained herein shall be read and construed as granted to, made and reserved by, imposed upon and undertaken by the parties hereto and their respective heirs, executors, administrators, successors and assigns, and that wherever the singular or the masculine pronoun is used the same shall be construed as meaning the plural or feminine or the body politic or corporate where the circumstances so require and that the Lessor may perform any act hereunder in person or by and through an agent;

PROVISO FOR RE-ENTRY BY THE LESSOR on non-payment of rent, or non-performance of covenants. The Lessor in pursuance of this proviso shall have the right to break into the premises to obtain possession thereof and the Lessee hereby waives all claims for damage to or loss of any of the Lessee's property caused by the Lessor in re-entering and taking possession of the premises: and no action taken by the Lessor in pursuance of this proviso whether under what are generally known as summary proceedings or otherwise shall be deemed to absolve, relieve or discharge the Lessee from liability hereunder: and this proviso shall extend and apply to all covenants whether positive or negative.

THE LESSOR COVENANTS WITH THE LESSEE for quiet enjoyment.

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

SIGNED, SEALED AND DELIVERED
in the presence of

"J. R. Mason;
1509 ? St.,
Montreal

"T. Shimotakahara"

The Pagoda Shop Ltd.
per "Edith M. Clark"

as to Edith M. Clark.

J. G. Walker
418 Howe St.
Vancouver, B. C., Agent.

"Edith M. Clark"

THIS INDENTURE made the 2nd day of November, in the year of our Lord one thousand nine hundred and forty-three.

IN FURNISHANCE OF THE "SHORT FORM OF DEEDS ACT"

BEFORE:

THE HONOURABLE THE SECRETARY OF STATE
OF CANADA ACTING IN HIS CAPACITY AS
CUSTODIAN UNDER THE CONSOLIDATED REGULATIONS
RESPECTING TRADING WITH THE ENEMY (1939)

(hereinafter called the "Grantor")

AND:

SINGER SEWING MACHINE COMPANY, a
Corporation organized and existing
under the laws of the State of New
Jersey, one of the United States of
America, registered as an Extra-Provincial
Company under the laws of the Province of
British Columbia, and having an office
in the said Province at 742 Granville
Street, in the City of Vancouver, in the
Province of British Columbia.

(hereinafter called the "Grantee")

WITNESSETH that in consideration of the sum of
Ninety-six Thousand (\$96,000.00) Dollars, as to Fifty Thousand,
Eight Hundred and Fifteen Dollars and Fifty-one Cents
(\$50,815.51) to be paid by the Grantee assuming a certain
mortgage on the lands hereinafter mentioned to the London
Life Insurance Company as mortgagee and as to the balance
thereof of Forty-five Thousand, One Hundred and Eighty-four
Dollars and Forty-nine Cents (\$45,184.49) now paid by the
Grantee to the said Grantor (the receipt whereof is hereby
by him acknowledged) he, the said Grantor, DOETH GRANT

unto the said Grantee, its successors and assigns FOREVER :
ALL AND SINGULAR that certain parcel or tract of land and
premises situate, lying and being in the City of Vancouver,
in the Province of British Columbia, Lot Thirty (30) in
Block Thirty-three (33), District Lot Five Hundred and Forty-
one (541) Group One (1) New Westminster District, Plan 210,
together with all rights and benefits contained in Party Wall
Agreements No. 9478D and 17190H.

TOGETHER 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 him, the said
Grantor, in, to, or upon the said premises.

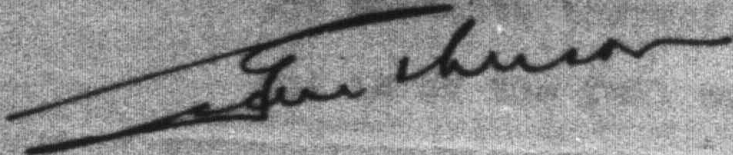
TO HAVE AND TO HOLD unto the said Grantee, its successors and
assigns, to and for its sole and only use forever; SUBJECT
NEVERTHELESS to the reservations, limitations, provisos and
conditions expressed in the original grant thereof from the
Crown, and subject to all taxes, rates and local improvement
assessments whether already or hereafter assessed; and SUBJECT
to a Party Wall Agreement to Harry Abbott and Margaret Amelia
Abbott registered on the 25th of January, 1895 as No. 3778D
and a further Party Wall Agreement to Standard Trusts Company
(in trust, filing 7687) and Margaret Amelia Sewell registered
on the 31st of May, 1922, as No. 17191H, and to a mortgage
in favour of The London Life Insurance Company for the original
principal sum of \$70,000 and interest at six per cent per annum,
registered on the 15th of May, 1928, as No. 60620H.

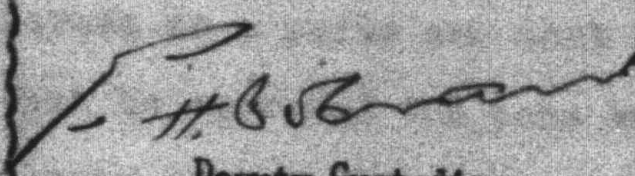
The said Grantee covenants and agrees with the Grantor
to do, observe and perform all things required under each and
every charge or encumbrance registered against the said land
including the said Party Wall Agreement registered as No. 3778D,

the said Party Wall Agreement registered as No. 17191H and the said Mortgage registered as No. 60620H, and to pay all monies due or to become due thereunder, and to indemnify and save harmless the Grantor from and against any and all claims whatever with respect to the same and from all costs, charges and expenses to which the Grantor may be put by reason of any default heretofore or hereafter made.

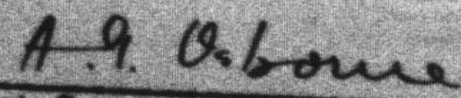
IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Consolidated Regulations Respecting Trading with the Enemy (1939) has executed these presents by his Deputy on the day and year as above written.

SIGNED, SEALED AND DELIVERED
in the presence of :





Deputy Custodian.

ATTEST:


Secretary

SINGER SEWING MACHINE COMPANY

By 
Vice President

Form No. 1 Acknowledgment of Officer of Corporation.

Murphy & Chapman Ltd., Law Printers and Stationers
Vancouver, B.C.

For the Secretary (or other Officer) of a Corporation

State of New York
County of New York, ss.:

Form 1

No. 43351

State of New York
County of New York, } ss.:

I, ARCHIBALD E. WATSON, County Clerk and Clerk of the Supreme Court, New York County, the same being a Court of Record having by law a seal, DO HEREBY CERTIFY, That

Henry Pierce

whose name is subscribed to the annexed deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for said County, duly commissioned and sworn and qualified to act as such and authorized by the laws of the State of New York to protest notes, to take and certify depositions, to administer oaths and affirmations and certify the acknowledgment or proof of deeds and other written instruments for lands, tenements and hereditaments, to be read in evidence or recorded in this State. And further, that I am well acquainted with the handwriting of such Notary Public, or have compared the signature of such officer with his autograph signature filed in my office, and believe that the signature to the said annexed instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the

said Court and County this

24

day of

Nov 1943

Archibald E. Watson
County Clerk and Clerk of the Supreme Court, New York County

Henry Pierce
A Notary Public in and for the ~~County of New York~~
A Commissioner for taking depositions within ~~County of New York~~
County and State of New York
NOTE: Where the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

NOTE: Where the person making the acknowledgment is personally known to the officer taking the same strike out the words in brackets.

, at
number
to me,
of
person
he said
of the

e said
province

Office,
number

TARAYU SHINOTAKAHARA

Date	Particulars	Debit	Credit	Balance
1942 June 12	L. O. Stewart - rent Apr. 25 - May 24		18.50	
	D. McKenize - April rent		22.50	
	Mrs. R. Sparrow - rent May		25.00	
	Miss B. Cavendish - May		20.00	
	W. McIntyre - rent on account		5.00	
	Miss B. Cavendish - to June 15		15.00	
	Pagoda Shop - E. H. Clark - May rent		700.00	
	M. L. Furriff - June 12		25.00	
	Vancouver Park Board Commission to June 14		90.00	
	L. O. Stewart - May 25 - June 24		18.50	
	D. H. McKenize to May 31		22.50	
	Supplies - Andrew Sheret	2.84		
	Wages - E. Olsen	10.00		
	Repairing prism light - O'Neill Co.	3.00		
	Inspection - Turnbull Elevator	1.75		
	Wages - K. Olsen to May 15	10.00		
	Inspection - Peterson & Cowan	2.25		
	Light Account	12.80		
	Wages - K. Olsen to May 31	10.00		
	Fire Alarm System	80.00		
	Pemberton - commission	28.86		
	Ck 26 - Tarayu SHINOTAKAHARA	800.50		
June 27	Ck - account K. Isami		49.95	
	Credited to K. Isami - file 10561	49.95		
	Ck - Pemberton Realty		719.97	
	Ck. 54 - Pemberton Realty	719.97		
July 2	Pemberton balance forward		35.15	
	A. Helmsman - rent July		37.00	
	S. W. Curley - rent to July 20		25.00	
	Balance forward		18.40	
	Pemberton Commission	1.85		
		1.25		
July 4	Ck 66 - Pemberton Realty		112.45	
August 25	Ck refund to Pemberton by Custodian		70.30	
	J. A. Helmsman - Aug. rent		37.00	
	D. H. McKenize - rent Aug.		22.50	
	Mrs. R. Sparrow - rent Aug.		25.00	
	Vancouver Park Board Commission		22.50	

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 August 25	Pagoda Shop - rent		700.00	
	W. L. Turriff - rent Aug. 13		25.00	
	B. Cavendish - rent		17.50	
	B. G. Electric light & gas	6.03		
	London Life on Mortgage	99.42		
	Pemberton Commission	1.85		
	K. Olsen - wages	10.00		
	Kirkland Lake Sheet Metal Repairs	23.30		
	Light Account	8.26		
	London Life - account Mortgage	746.56		
	Pemberton Commission	24.38		
September 28	Pagoda Shop Ltd.		700.00	
	Mrs. R. Sparrow		25.00	
	D. H. Hokenale		22.50	
	L. G. Stewart		19.50	
	W. L. Turriff		25.00	
	K. Olsen - cleaning - wages to Aug. 31	20.00		
	Geo. Bagley - cleaning chimney	3.00		
	Light	8.70		
	Central Carpenters - repairs	3.25		
	London Life Insurance Co. - on a/o Mortgage	733.29		
	Commission	23.76		
October 23	Pagoda Shop - rent		700.00	
	Mrs. R. Sparrow		25.00	
	D. H. Hokenale - rent		22.50	
	L. G. Stewart - rent		17.50	
	W. L. Turriff - rent		25.00	
	K. Olsen - wages to Sept. 30	20.00		
	Pagoda Shop Ltd. - allowance gas & electricity	10.00		
	Lucas Electric - repairs	4.78		
	Arrow Kirk Coal Co.	127.50		
	Water rates	15.20		
	Helman, Hofsley & Prie - axe and shovel	3.18		
	Summerfield Ltd. - service on burner	3.50		
	Light	7.26		
	Commission	23.70		
	London Life Insurance Co. - on a/o Mortgage	374.82		
	Insurance	200.06		
November 28	Rents collected		660.80	
	Mortgage - Land Life Insurance Co.		115.01	

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1962 November 28	Commission Repairs & Maintenance Sundry per rental statement Interest on Mortgage	\$ 25.21 194.30 28.58 197.70		
December 23	Rents collected Mortgage Payment Commission Repairs & Maintenance Sundry - Water rates refund Savenging	743.23 23.58 30.65 .80	786.00	
1963 January 26	Rents collected Mortgage Commission Insurance Sundry per rental statement	717.07 24.78 53.75 30.40	826.00	
February 25	Rents collected Mortgage Commission - Pemberton Repairs & Maintenance Sundry per rental statement	596.53 24.33 35.25 154.89	811.00	
March 25	Rents collected Refund of rent - Labour Youth Federation now paid up to March 15/63 Mortgage Commission Repairs & Maintenance Insurance Sundry per rental statement	17.50 554.52 21.03 21.50 44.00 59.95	718.50	
May 3	Rents collected Mortgage Commission Repairs & Maintenance Sundry per rental statement	572.25 21.55 111.62 13.08	728.50	
May 28	Rents collected Mortgage payment Commission Repairs & Maintenance	776.26 25.60 29.10	853.50	

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1963 May 28	Sundry disbursements	\$ 24.54		
June 25	Rents collected			763.50
	Commission	22.90		
	Repairs & Maintenance	262.00		
	Sundry	16.50		
	Mortgage	462.10		
July 24	Rents collected			798.50
	Commission	23.95		
	Repairs & Maintenance	53.20		
	Sundry	13.36		
	Mortgage payment	707.99		
August 27	Rents collected			871.69
	Mortgage payment	791.31		
	Commission	26.20		
	Repairs & Maintenance	39.40		
	Sundry	14.76		
September 27	Rents collected			763.50
	Mortgage	636.12		
	Commission	22.90		
	Repairs & Maintenance	64.76		
	Sundry	39.72		
October 26	Rents collected			843.50
	Mortgage payment	721.36		
	Commission	25.30		
	Repairs & Maintenance	20.00		
	Sundry	76.84		
November 10	Ck 6145 - Certificate of Encumbrance - Vancouver	1.00		
December 6	Purchase price according to adjustments - 558-60 Granville			45,007.92
December 7	Ck 6698 - Locke, Lane, Guild & Sheppard - fee re sale of 558-60 Granville			198.25
December 15	Ck 6859 - Johnson, Reave & Watson - valuation fee on 558-60			95.00

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 December 23	Cr 7041 - Expenses - 558-60 Granville St.	\$ 60.77		
December 26	Cr 7074 - Purchase of Dominion of Canada Bonds		40,000.00	
December 29	Cr 7081 - Accrued Interest on Dominion of Canada Bonds		190.68	
1944 January 10	Cr 7332 - Commission on sale of 558-60 Granville St.		2,900.00	
January 21	Cr 7619 - Manufacturers Life Insurance Co. - Outstanding premiums plus interest on 1942 and 1943 premiums		995.00	

CR \$ 607.22

Katherine Seteo SUZUKI

File No. Att1
Reg. No. 08610

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 September 27	Balance brought forward	\$	\$ 86.11	
October 8	Ck 5638 - Loewen & Harvey - property appraisal fee	5.00		
October 22	R. Gusina - balance purchase price of 3377 Price St.		2,475.00	
October 26	Rents collected Pemberton's commission		25.00	
November 26	Rents collected Commission	1.25		
			25.00	
December 10	Ck 6770 - Registration of Transmission and Deed	13.50		
December 14	Mr. & Mrs. Gusina - closing adjustments re 3377 Price St.		16.88	
December 30	Ck 7113 - Pemberton Realty Corp. - commission re sale of 3377 Price St.	137.50		
1944 January 21	Ck 7724 - K. S. Susuki - personal use			CR \$2,469.49
January 24	Deposit on 3377 Price St.		275.00	
				CR \$ 275.00

10831/1

February 10th, 1944.

The Manufacturers Life Insurance Company,
Drummond Building,
Corner Peel and St. Catherine Sts.,
Montreal, Quebec.

Dear Sirs:-

Re: Policy No. 751,532 - Toraryu SHIMOTAKAHARA

We are in receipt of your letter of February 3rd. Kindly return our cheque for \$995.00 so that the funds may be placed here to the credit of Mr. Shimotakahara. We had been requested to pay these premiums and of course, had no knowledge that they were being paid from some other source.

Toraryu SHIMOTAKAHARA is an evacuee who formerly lived in Vancouver. We have no interest in his life insurance and in this case were merely making a payment on his request, from his own funds standing to his credit here.

Yours truly,

S.M. Gibson,
Insurance Department

SMG:FM

The Manufacturers Life Insurance Co.

Head Office: Toronto, Canada

February 17, 1944.

Department of the Secretary of State,
506 Royal Bank Building,
Hastings and Granville Sts.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	FEB 19 1944
File No.	10831
Ans.	SA 4
Referred	Gibson

Your Reference: File No. 10831
S. M. Gibson - Insurance Dept

Our Reference: Policy No. 751,532
Torayu Shimo-Takahara

Gentlemen:

Your letter of February 10th arrived yesterday, and the insured telephoned us to-day asking us to retain your cheque for \$995.00 and apply the amount to prepay future premiums on his life insurance. We have some hesitation in holding the cheque here which is not complying with your request that it be returned to you. If, however, Mr. Shimo-Takahara's request to us meets with your approval, would you please advise us accordingly. We shall await your advice.

Yours very truly,



Branch Secretary

CP/K

IN REFERRING TO POLICIES PLEASE QUOTE NUMBERS

The Manufacturers Life Insurance Co.
Head Office, Toronto, Canada

EVACUATION SECTION	
Rec'd	FEB 16 1944
File No.	10831
Referred	S. M. Gibson

506 Drummond Building,
Montreal, February 12, 1944.

Department of the Secretary of State,
506 Royal Bank Building,
Hastings and Granville Sts.,
Vancouver, B.C.

Your Reference: File No. 10831
S. M. Gibson - Insurance Dept

Our Reference: Policy No. 751,532
Torayu Shimo-Takahara

Gentlemen:

The insured communicated with us to-day and advised that he had just returned from Vancouver where he learned that you had sent us a cheque for \$995.00 to apply on premiums. He has asked us to refund this amount to him but we feel that we cannot do so and that we shall be obliged to return the cheque to you as the issuer of it. If your instructions have already been forwarded to us in response to our letter of February 3rd, then we do not expect a reply to this letter.

Yours ~~per~~ truly,

C. P. Powell
Branch Secretary

CP/K

10631/1

7th May, 1946.

The Confederation Life Association,
Toronto 1.

Dear Sirs:

Re: Toramu SHIMOTAKAHARA.

Your letter of the 1st instant addressed to the
Custodian of Enemy Property, Victoria Building, Ottawa, has
been forwarded to us for attention.

Your letter deals with certain policies which are
now maturing and this office will have no objection to Mr.
Shimotakahara making whatever arrangements he may wish with
your company.

It will be in order, as far as we are concerned,
for you to negotiate with him in the normal manner.

Yours truly,

F. G. Shears,
Director.

FCS/PMH

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

Date	MAY 6 1946
File No.	10351
Am.	✓
By	MB Shears

RECEIVED ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLACED HERE
ON
MAY 6 1946
FILE NO. 10351

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

May 3rd, 1946.

F. G. Shears, Esq.,
Director,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

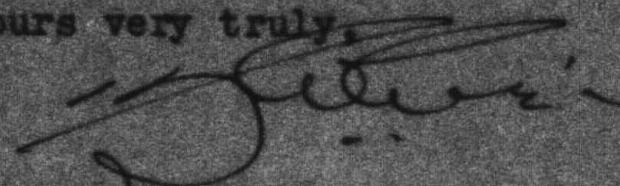
Dear Mr. Shears:

Re: Toraryu Shimotakahara

We enclose herewith original letter under date of May 1st, from the Confederation Life Association, and would appreciate your communicating directly with the Association in connection with this matter.

Insofar as this office is concerned, there is no objection to Mr. Shimotakahara making whatever arrangements he wishes with the Company.

Yours very truly,



K. W. Wright,
Counsel to the Custodian.

KWW/MBM
Encl.

CONFEDERATION LIFE ASSOCIATION

INCORPORATED IN 1871, BY ACT OF THE PARLIAMENT OF CANADA

TORONTO 1
CANADA

May 1, 1946.

The Custodian of Enemy Property,
Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

Dear Sir:

Re Policy No. 461 563 - Lloyd Hideo Shimotakahara
Policy No. 461 564 - Lillian Yuriko Shimotakahara
Policy No. 461 565 - Katherine Setsuko Shimotakahara
Owner - Toraryu Shimotakahara

Each of these policies was issued on May 2, 1936, as a 10-year Endowment for \$1,000.00, and they will mature on May 2nd next. The surrender value of \$1,128.00 in each case is payable to the father who is the owner of the policies. At the time the policies were issued the owner carried on a substantial business at 450 Granville Street, Vancouver. We understand now, however, that he is at 966 St. Catherine Street West in Montreal.

In lieu of the cash payments involved, we would be prepared to offer certain options of paid-up insurance or part insurance and part cash contingent upon the health of the children whose lives are insured. Before doing this, however, we would like to know if you are prepared to release the policies so that they may be dealt with by us in a normal manner.

We will await your advice in this respect.

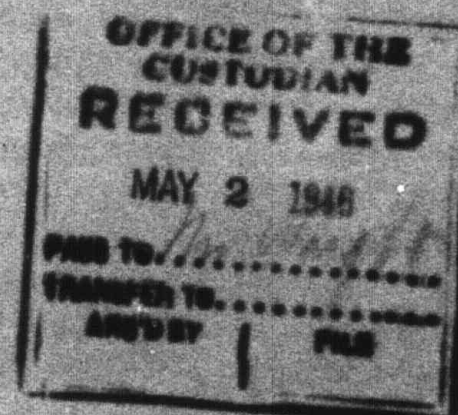
Yours very truly,

D. J. Bismarck

Assistant General Manager.

JHB/JCM/GMM
R. S.

23517



CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

RECEIVED ALL
COMMUNICATIONS
TO THE
CUSTODIAN OF THE
JAPANESE EVACUATION
SECTION
ON
APRIL 5 1943

Local Section
KAB/P

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario,
April 5th, 1943.

Ans - 3/4/43
184

Dear Sir:-

re Toraryu Shimotakahara
Reg. No. 00222
Your File No. 10831

I acknowledge receipt of
yours of the 29th ultimo.

I enclose herewith copy of
the letter dated February 18th, 1943, sent by the
Excelsior Life Insurance Company enclosing a report
on Form D of their policy No. 135,533 for \$10,000
on the life of the above mentioned, together with a
copy of our letter of March 16th to the Insurance
Company and of their reply of March 18th.

These documents are forwarded
to you at the request of Mr. G.W. McPherson as you might
wish to make arrangements for the payment of the premium
which became due on January 10th last.

Yours truly,

[Signature]
F.H.A. Hinch
For Assistant Deputy Custodian

S.M. Gibson, Esq.,
Insurance Department,
Japanese Evacuation Section,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

10831 - no bal.
12969 - \$193.60 cr.

THE EXCELSIOR LIFE INSURANCE COMPANY

Toronto, Ont.,
March 18th, 1943.

The Custodian,
Department of the Secretary of State,
Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

Dear Sir:

Re: Policy No. 135, 533-Toraryu Shimotakara.
Your Reference File No 23517 - EM/ES.

Reference your letter of March 16th, enquiring
as to the reason for which we reported the above mentioned
Policy on Form "D".

This party is Japanese, and his former address
was 1150 Granville Street, Vancouver, B. C. We were
advised by our Vancouver Office that the assured did not,
apparently, desire that the records of his policy be
transferred from Vancouver, and was maintaining his bank
account there.

Under the circumstances, we felt that it
would be wise to report it on Form "D".

Sincerely yours,

Alex. P. Johnston,
Chief Accountant.

APJ:HB

23517-EM/ES.

Victoria Building, 7 O'Connor St.,
Ottawa, March 16th, 1943.

Insurance.

Attention: Chief Accountant.

Dear Sir:

Re: Policy No. 135,533 - Toraryu
Shimotakahara.

Kindly advise this Office of the
reasons that led you, to report the above policy,
in view of the Insured Address being, 966 St.
Catherine St., West, Montreal, Quebec.

Yours very truly,

E. Masse,
For E. Arpin, Financial Comptroller,
To Assistant Deputy Custodian.

The Excelsior Life Insurance Company,
Head Office,
TORONTO, Canada.

THE EXCELSIOR LIFE INSURANCE COMPANY

February 18th, 1943.

The Custodian,
Department of the Secretary of State,
45A Central Chambers,
Ottawa, Ontario.

Dear Sirs:

Re: Policy No. 135,533 - Toraryu
Shimotakahara.

We enclose Form "D" for the above
mentioned Policy holder.

Sincerely yours,

Alex P. Johnston,
Chief Accountant.

APJ:HB
Encl.

THE CUSTODIAN
DEPARTMENT OF THE SECRETARY OF STATE
VICTORIA BLDG., 7 O'CONNOR STREET
OTTAWA, CANADA

THE CUSTODIAN
REGULATIONS RESPECTING
TRADING WITH THE ENEMY (1939)

FORM "D"

Ref. No. 135,535
From the EXCLUSION LIFE Insurance
Company
Date of Discovery: February 18, 1943.

Particulars of Life Insurance Policies and Annuity Contracts on Life of an Enemy

N.B. Separate forms should be used for each policy
or annuity contract for each "enemy."

Policy No.	Date of Policy (i.e. due date of first regular premium)	Plan of Policy	Sum Assured or Amount of Annuity	Premium - Amount How Payable Due Dates	Policy Loans (automatic or otherwise) None	Approximate Cash Value, if any, including dividends, after deducting all policy indebtedness	Nature of Automatic Non-Forfeiture Provision	Approximate Cancellation Date under Automatic Non-Forfeiture
Life Insured - Name TORARU SHIMOTAKAHARA Born Japan - December 16th, 1889. Address Ketherlines, 966 St. Catherine St. West, Montreal, Quebec.	January 10th, 1934. 15 Year Endowment		\$10,000.	\$585.00 Annually January 10th				
Owner - if third party insurance - Name Address								
Beneficiaries - Name Address Relationship to Life Insured								
- Name Hide Ko Shimotakahara Addresses Not Known Relationship to Life Insured Wife								

Record of Current Assignments
(other than to company for policy loan)

- Give names and addresses -

Special Notes:

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Shimotakahara Torrariu

File No. 10831

Reg. No.

Company Monarch Life

Agency Vancouver

Policy No. 107595

Premium - \$

Payable: Annually, Semi-annually or monthly

Month

Day

REMARKS:

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Shimotakahara Torariu

File No. 10831

Reg. No.

Company Monarch

Agency Vancouver

Policy No. 115256

Premium - \$ 368.40

Payable: Annually, Semi-annually or monthly

Month March

Day 17

REMARKS:

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name	Shimotakahara Torarju	File No.	10831
		Reg. No.	
Company	Monarch Life	Agency	Vancouver
Policy No.	51064		
Premium - \$	378.00		
Payable:	Annually, Semi-annually or monthly		
Month	December Day	12	

REMARKS:

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Torayu Shimotakara

File No. 10831

373 St. Catherine Rd

Reg. No. 00222

Outremont P.Q.

Company Confederation Life Asc.

Agency Vanc.

Policy No. 501 498

Premium - \$184. 35

Payable: Annually, Semi-annually or monthly

Month September Day 23

REMARKS:

Letter sent 18/9/43

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Torayu Shimotakahara

File No. 10831

Reg. No. 002-2

Company Confederation Life Asc.

Agency Vanc.

Policy No. 507 433

Premium - \$233.20

Payable: Annually, Semi-annually or monthly

Month Jan.

Day 13

REMARKS:

Letter sent 18/7/42

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Lloyd Hideo Shimot kahara

File No. 10831

Reg. No. 00222

Company Confederation Life Asc.

Agency Vanc.

Policy No. 461 563

Premium - \$105.50

Payable: Annually, Semi-annually or monthly

Month May Day 2

REMARKS:

Walter sent 12/1/43

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name _____

Shimotakahara Toraryu

File No. 10831

373 *L. Carteri*

Reg. No.

00222

Quelremant

p. 2

Company

New York Life

Agency

Policy No.

8 937 161 AD

Premium -

270.95

Payable:

Annually, Semi-annually or monthly

Month

Dec.

Day 4

REMARKS:

letter sent 16/9/43

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Toraryo Shino Takahara

373 St. Catherine

rd
Ottawa P 2

File No. 10831

Reg. No. 00222

Company Manufacturers Life Ins. Co.

Agency Montreal, St. Catherine

Policy No. 751,532

Premium - \$ 474.00

Payable: Annually, Semi-annually or monthly

Month October

Day 8th

REMARKS:

Letter sent 10/9/42

Envelope No. 394 — Safety Deposit Box

Evacuee File No. 10831

SHIMOTAKAHARA, Torayyu

Dominion of Canada 3% Victory Bonds due
1st January, 1959.

L7 C022939 - \$5,000.00
C022966 - \$5,000.00
C022967 - \$5,000.00
C004075 - \$5,000.00
C004076 - \$5,000.00
C004077 - \$5,000.00
C004078 - \$5,000.00
C004079 - \$5,000.00

*Delivered to Torayyu Shimotakahara
Accounting Dept. 10/25/58*

Copy - original on 502.

Victoria Bldg., 7 O'Connor Street,

Ottawa, December 29th, 1941.

Administration

AM/3

Attention: Mr. Gates.

Dear Sirs:

Referring to our conversation on Saturday, you will find below a list of various firms in Vancouver submitted to this office by Canadian Celanese Limited, as customers of theirs.

It would appear that these firms have not been referred to you previously, and it would be advisable to examine each one under your general orders as it is possible that there would be no many interest in them.

Clover Weid Mfg. Co.,
234 Powell Street,
Vancouver, B. C.

Madista,
450 Granville St.,
Vancouver, B. C.,

Silk-C-Line Limited,
722 Granville St.,
Vancouver, B. C.

Super Style Mfg. Co.,
524 E. Cordova St.,
Vancouver, B. C.

Tanaka Silks Limited,
450 Granville St.,
Vancouver, B. C.

Hippen Silks Limited,
119 - 5th Ave.,
Calgary, Alta.

E. Ivata,
524 E. Cordova St., B.,
Vancouver, B. C.

Yours very truly,

(Signed) A. E. Mathison,
Assistant Deputy Custodian.

P. A. Ross & Sons,
Royal Bank Building,
Montreal, P. Q.

June 11, 1942

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

Dear Sirs:

Re: Tararvu Shimotakahara

Thank you for your letter dated June 9th enclosing cheque for \$800.50 and Statement of account for Mr. T. Shimotakahara as of May 31st.

This Mr. Shimotakahara has not registered his assets with us and we are in this instance forwarding to Mr. Shimotakahara our cheque for \$800.50, together with a copy of the statement attached to your letter.

Mr. Shimotakahara will be registering his assets with us, other than the assets of his business, when we presume that he will inform us at that time that you are acting as his agent for the collection of rentals on his property.

Yours truly,

R. P. Alexander,
Assistant Manager.

RPA/PMH

June 11, 1942

Mr. Tarayu Shimotakahara,
373 St. Catherine Road,
Outremont,
Montreal, Que.

Dear Sir:

Attached is a cheque made payable to you for the sum of \$800.50, together with copy of a statement up to May 31st, 1942 submitted to us by the Pemberton Realty Corporation Ltd. We trust that you find this statement in order and we would appreciate your acknowledging receipt of the attached cheque.

You do not appear to have registered your property with us prior to your evacuation and we would ask that you be good enough, by return mail, to complete, sign and have witnessed, two of the attached copies of our "JP" registration form, retaining the third copy for your own use.

Your registration, covering property aside from your business, will probably indicate that Messrs. Pemberton Realty Corporation Ltd. have been appointed by you as their Agents for the collection of rentals and we will be pleased, should this be so, to give consideration to your wishes in the matter.

Yours truly,

R. P. Alexander,
Assistant Manager.

RPA/PMH

Encl.

B.F. June 25
RPA

Make file

June 18, 1942

Mr. Tarayu Shimotakahara,
373 St. Catherine Road,
Outremont,
Montreal, Que.

Dear Sir:

Thank you very much for your letter dated
June 12th.

The cheque for \$800.50 mentioned in your
letter and which we received from the Pemberton
Realty Corporation Ltd., was forwarded by us to
you by mail on June 11th.

We are now awaiting receipt of a reply from
you to our letter, following which we shall be
very glad to take into consideration the request
embodied in the second paragraph of your letter.

Yours truly,

R. P. Alexander,
Assistant Manager.

RPA/PMH

10831

June 29, 1942

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

Dear Sirs:

Re: Taroarvu Shimotakahara

We have to acknowledge receipt of and thank you for your statement dated June 25th, together with your cheque which was enclosed amounting to \$719.97, for which please find enclosed our receipt No. 94.

Mr. Shimotakahara has now registered with us and the case has been assigned to you. It is now the desire of Mr. Shimotakahara that you act as his agent and that rentals collected by you on his behalf be paid to the London Life Insurance Company to cover mortgage payments.

We are arranging to send you cheque for \$719.97 and hereafter and until further notice we would appreciate your carrying out the desires of Mr. Shimotakahara and in so far as the Custodian's office is concerned, it will be sufficient, at least for the time being, for you to merely report to us monthly details of collections received and payments made in connection with this particular case.

Yours truly,

R. P. Alexander,
Assistant Manager.

RPA/PMH

Encl.

10831

3rd July, 1942.

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

Dear Sirs:

Re: Tarayu Shimotakahara

Further to our letter dated June 29th please find enclosed our cheque for \$719.97, returning to you the amount you sent to us in connection with your statement dated June 25th covering the affairs of Mr. Shimotakahara. We would appreciate your acknowledging receipt of this cheque.

Please note that it is the desire of Mr. Shimotakahara that all rentals collected by you on his behalf be paid by you direct to the London Life Insurance Company against the mortgage on the building at 558-560 Granville Street, Vancouver.

In order that our records may be complete we would appreciate your being good enough to send to us at this time complete particulars covering individual renting arrangements on each piece of property belonging to Mr. Shimotakahara. Thereafter it will be satisfactory, at least for the time being, for you to provide us with a monthly statement and for you to apply net proceeds towards reduction of the mortgage. It is understood, of course, that this method is subject to review and in any case will be reviewed at the time payments have been made in full to the London Life Insurance Company.

Yours truly,

R. P. Alexander
Manager

RPA:LF

10831

3rd July, 1942.

Mr. Tarayu Shimotakahara,
373 St. Catherine Road,
Outremont, Montreal, Quebec.

Dear Sir:

The Pemberton Realty Corporation Limited has sent us a cheque for \$719.97 in connection with their statement dated June 25th and we understand that they sent to you direct the original copy of the statement in question.

Please note that we have today sent Messrs. Pemberton Realty Corporation Limited a cheque for \$719.97 and in response to your request we have instructed them that hereafter, and until further notice, they are not to remit to us monthly but at least for the time being, are to apply all net rentals received towards the reduction of the mortgage on the building at 558-560 Granville Street by making payments direct to the London Life Insurance Company. We have instructed Messrs. Pemberton Realty Corporation Limited to send us a detailed statement monthly and no doubt they will be sending you statements at the same time.

Yours truly,

R. P. Alexander
Manager

RPA:LF

10831

July 9th, 1942.

Messrs. Pemberton Realty Corp. Ltd.,
418 Howe Street,
Vancouver, B. C.

Dear Sirs:

Tarayu SHIMOTAKAHARA

We beg to acknowledge, with thanks, your three reports under the above name dated June 29th last.

With regard to the property known as 560 Granville St. we hereby appoint your firm to act as real estate agents for this property as set out in our previous correspondence with you.

We are also appointing you real estate agents for the property of the above known as 4055 Francis St. which we understand is rented to Mr. J. A. Heinman at \$37.00 monthly. We would ask you to kindly have this tenant acknowledge in writing the storage arrangements of the personal property left on the premises.

With regard to the property at 3377 Price Street, this property is owned by Miss Katherine Setsu Shimotakahara, daughter of the above. We are writing to her asking her to make a declaration of this property so that it can be under her name. Until further advised please remit under this file number and name with a notation of Miss Shimotakahara's name as well.

Yours truly,

R. P. Alexander
Manager

[Handwritten signature]
G. J. AND

10831
Evacuation Section.

501 Royal Bank Bldg.,
Vancouver, B.C.,
July 18, 1949.

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

Attention Mr. J. G. Walker.

Dear Sir:

Re: SHIMOTAKAHARA, Tarayu.

I have your letter of July 17th and
I understand that our Mr. Alexander discussed this
matter with you.

The Custodian accepts no responsibility
in this matter and I wish to instruct you not to
write any letters to the lawyers concerning same.

If the lawyer by any chance gets in
touch with the lawyer for Mr. Shimotakanara and
may make a settlement, the Custodian is not
interested. I do not think that you should appear
in the picture since it might prejudice the Custodian's
rights.

Yours truly,

G. W. McPherson.
Authorized Deputy of the Secretary
of State and/or Custodian.

GWMcP:VJ

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA

July 13, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 14 5

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

Re - File # 10831 - Tararyu Shimotakahara
560 Granville Street

Gentlemen:-

We are in receipt of the following letter from
Murphy and Murphy, Barristers and Solicitors in connection
with an accident they claim occurred at the above mentioned
property.

"We understand that you are acting as agent for
the owner of a building situate at 560 Granville Street. Mrs. Stewart
is a tenant thereof, and as a result of the negligent care given
to the said building, Mrs. Stewart fell down the stairway and
has suffered severe injuries to her back.

We would ask you to kindly contact the owner and
let us know immediately whether this matter will be settled
amicably, otherwise we are instructed to proceed."

I think it would be as well if a solicitor were
brought in to discuss this matter.

Yours very truly,

PEMBERTON REALTY CORPORATION LIMITED,

J. G. Walker
Rental Department, Manager.

JGW:BH

CITY REAL ESTATE

APPRAISALS

PROPERTY MANAGEMENT

MORTGAGES

FARM LANDS

P. S. Mr. Stewart, Gilmour of 410 Seymour Str.
has acted for Mrs. Shimotakahara in the past.

out -> Alexander

10831
A 8311

Daughter

25th July, 1942.

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

Dear Sir:-

Re: Tarayu SHIMOTAKAHARA

Thank you very much for your letter dated July 23rd. Balances on the building at 558 and 560 Granville Street and on the property at 4055 Frances Street should be paid to the London Life Insurance Company to apply on the mortgage owed by Mr. Shimotakahara.

Insofar as the property at 3377 Price Street is concerned, this belongs to Miss Katherine Shimotakahara. Funds accruing from Miss Katherine Shimotakahara's property are to be retained by you until we have received an indication of the desires of Miss Shimotakahara.

Yours truly,

R.P. Alexander
Manager

RPA:FM

C
O
P
Y

PEMBERTON REALTY CORPORATION LIMITED
418 Howe Street, Vancouver, B.C.

Mr. T. Shimotakahara

July 27, 1942

Date			Charges	Credits
Jun 26	D.M. McKenzie	560 Granville		
June 30	K. Olsen	June 1 to 30		22.50
Jly. 3	Mrs. Sparrowe	Wages to June 30	10.00	
		560 Granville		
Jly. 4	L.G. Stewart	Jly. 1 to 31		25.00
		6-560 Granville		
Jly. 6	Secy. of State	Bal. to Jul. 24		9.25
Jly. 6	London Life Ins. Co.	CASH		719.97
Jly. 8	General Steel	Cheque	719.97	
	Wares	Garb. Cans		
Jly. 13	Pagoda Shop Ltd.	558 Granville,	9.42	
	& E.M. Clark.	Jly. 1 to 31		
Jly. 13	W.L. Turriff	7-560 Granville,		700.00
		Jly. 13 to Aug. 12		
Jly. 15	Miss B. Cavendish,	8-560 Granville,		25.00
		Jly. 16 to Aug. 15		
Jly. 15	K. Olsen	Wages Jly. 15	10.00	17.50
Jly. 20	Light		11.98	
Jly. 20	L.G. Stewart	6-560 Granville,		
		Jly. 25 to Aug. 24		
Jly. 27	London Life Ins.	On a/c mtge.	751.82	18.50
		Comm.	24.53	
			<u>\$1537.72</u>	<u>\$1537.72</u>

719.97

817.75

8311 & 10631

August 7, 1942.

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

Dear Sirs:

Re: Katherine SHIMOTAKAHARA.

Further to our letter dated July 25 and as a result of a letter we have just received from a Miss Katherine Shimotakahara, we request that you be good enough to forward to us your cheque at this time covering rental funds being held by you to the credit of Miss Shimotakahara.

We understand that Miss Shimotakahara has already written to you direct in this connection.

On sending us your first remittance we would appreciate your being good enough to provide us with a statement of Miss Shimotakahara's account from the time this property was rented to Mr. S. W. Curley up to the end of July, less any remittances which you may have forwarded to Miss Shimotakahara between March 21st and the date Miss Shimotakahara registered her assets with us on July 14, 1942.

Thereafter, would you please be good enough to report to us monthly in connection with Miss Shimotakahara's property in the usual way.

Yours truly,

RPA:NA

R. P. Alexander,
Manager.

10831.

September 16, 1942.

Mr. Tararyu SHIMOTAKAHARA,
373 St. Catherine Road,
Montreal, P. Q.,

Dear Sir:

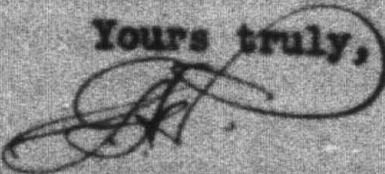
We have your unsigned letter of the 9th instant in which you state that the property known as 4055 Frances St., Vancouver, is owned by Mrs. Shimotakahara and that you wished the income from this property to be separated from the income of your properties.

We will be glad to do this, and as you made declaration of this property to us, Mrs. Shimotakahara will have to make the necessary declaration.

We are enclosing the necessary forms for your wife to complete and upon their return to this office, we will open a new file in her name.

When replying, would you please give us authority to make this change by sending us a signed copy of your letter of the 9th instant.

Yours truly,


G. H. Peers,
Administration Department.

GHP/P.
Encl.

10831
12969

Mr. R.P. Alexander,
Office of The Custodian,
506 Royal Bank Building,
Hastings and Granville,
Vancouver, B.C.

Reus

373 St. Catherine Road,
Outremont, Montreal, P.Q.,
September 21, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 28 1942

Dear Sir,

At first arrangements were made so that the Pemberton Realty Corporation Ltd. should pay the rentals from the property on 4055 Frances St., Vancouver, B.C., to the London Life Insurance Co. This property is not mine, but my wife's, and we have decided that the income from this above mentioned property be kept separate from the income on any of my property. Will you kindly forward cheques for the rentals from my wife's property to my wife, Mrs. T. Shimotakahara at the above address in Montreal. The Pemberton Realty Corporation Ltd. have been advised of this change.

Will you please send a declaration form to the above address?

The above is a duplicate of the contents of the letter of the 9th instant which I sent to you unsigned unintentionally.

Also enclosed please find the declaration forms completed by my wife.

Yours sincerely,

T. Shimotakahara

(T. Shimotakahara)

ALLOCATION STATEMENT OF PAYMENTS RECEIVED

T. Shimotakahara
V22- 13091, Your File #10831 -

<u>PAYMENT</u>	<u>DATE</u>	<u>PRINCIPAL CR.</u>	<u>INTEREST DR.</u>	<u>BALANCE</u>
\$800.00	June 2/42	\$582.49	\$217.51	\$51621.66
\$719.97	July 9/42	\$504.88	\$215.09	\$51116.78
	July 3/42 - Taxes of \$3929.20 were paid -			\$55045.98
\$751.82	July 29/42	\$523.23	\$228.59	\$54522.75
\$845.98	Aug. 22/42	\$641.52	\$204.46	\$53881.23
\$733.29	Sep. 25/42	\$531.24	\$202.05	\$53349.99

AW:S
E. & O. E.

Mortgage Department,
London Life Insurance Company,
Royal Bank Building, Vancouver, B. C.

- MEMORANDUM -

TO: Accounting Department.

FROM: G. H. Peers.

November 28, 1942.

File No. 10831.

Re: Torayv SHIMOTAKAHARA

We are now advised by the London Life Insurance Co. that they received on November 16th a payment on account of the mortgage held by them from Mr. Shimotakahara amounting to \$503.26 all of which they have applied in reduction of the principal, making the balance still owing \$52,471.91.

With regard to the payment shown on Pemberton Realty Corporation's rental statement of \$612.71, we are advised that \$415.01 was applied on the principal of the mortgage and \$197.70 in payment of interest up to December 1st, 1942 leaving a balance of principal still owing amounting to \$52,056.90.



G. H. Peers.

GHP/P.

To Custodian

Royal Bank Bldg.

Vancouver B.C.

1044 Hurlbutt St

Vancouver B.C.

July 19th 1945.

We hereby tender the sum of
Twelve thousand Six hundred
Dollars ~~for~~ Cash full price
for ~~lot~~ 558-560 - Granville
St. Vancouver - B.C.

Moore & Moore
Per J. Moore.

No 174

Respect-

10631

30th April, 1943.

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

Dear Sirs:

Re: Torayyu SHIMOTAKAHARA
538 Granville Street.

Referring to your letter of the 20th April in which you enclosed copy of a letter from Mr. A.J. Rosenstein, who is apparently acting on behalf of the above.

If a sale can be arranged at a price and on a basis agreeable to Mr. Shimotakahara, we have no objection to its being made.

In view of the fact, however, that the property on Granville Street vests in the Custodian and that the sale merely represents a conversion into cash, the cash proceeds would also vest and be administered by this office.

The purchase of Victory Bonds would of course be acceptable to our department, but in accordance with our policy the actual bonds would be retained by us. At any time funds might be needed by Mr. Shimotakahara for a specific purpose, the amount required could be obtained from a liquidation of the bonds and the funds remitted to him.

As you are aware, an orderly liquidation of all Japanese property is contemplated in the near future and the proceeds of these sales will be administered by us as Trustees on behalf of the Japanese owner.

It would appear, therefore, that if the negotiations you have under way are satisfactory to Mr. Shimotakahara that it might be desirable for the deal to be consummated and the funds or the securities purchased from same placed to his credit for his use when required.

Yours truly,

F. G. Shears,
Acting Director.

FGS/PMH

10831/1

July 21st, 1943.

Messrs. David Neon Ltd.,
1025 Main Street,
Vancouver, B. C.

Dear Sirs:-

re: Toraryu SHIMOTAKAHARA
& Modiste Ladies Wear.

Replying to yours of the 30th ultimo and further to ours of the 8th instant. We have now received a reply from the above named, dated the 13th instant, a copy of which is attached.

Since receipt of Shimotakahara's letter we have had a visit from Mrs. McNab, who is in charge of the Modiste store. She handed us a cheque for \$14.00 which she states she had previously offered to your office but evidently through some difference of opinion was not accepted, so she simply held the same.

Shimotakahara evidently ^{was} of the opinion that your company had received the \$14.00 when he wrote his letter.

The letter accompanying the cheque reads as follows:-

"Enclosed please find a cheque for the sum of fourteen dollars \$14.00, which is payment in full for services rendered to the Modiste.

"The contract was cancelled when the store changed hands and became Modiste Ltd. We phoned the David Neon Co. and asked them to disconnect the wires, as we had no use for the sign."

It would appear to us that this cheque should settle your claim. If you agree we will forward same to you immediately. Your early comments would be appreciated.

Yours truly,

AMca:ND

A. McAlister,
Claims Department.

10831/1

18th October, 1943.

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

Dear Sirs:

Re: Catalogue No. 114
338 Granville Street.

This will acknowledge receipt of your letter of the 12th instant in which you enclose your certified cheque for \$1,000.00 on account of the purchase of the above property for the sum of \$96,000.00.

We note that Mr. Shimotakahara is agreeable to a sale of the property at this price and this is to advise you that we are prepared to recommend the acceptance of this offer.

We understand that the purchasers are the Singer Sewing Machine Company and that Messrs. Ladner, Carmichael & Downs will be acting on their behalf.

As you are aware, there is a mortgage on this property of something over \$50,000.00 and we understand that Messrs. Ladner, Carmichael & Downs will negotiate with the Mortgagees to see if they are prepared to accept payment of the mortgage, otherwise the property will be sold, the purchasers assuming the mortgage and the balance of the purchase price being paid to the Custodian.

Upon receipt of advice that Messrs. Ladner, Carmichael & Downs have been placed in funds and when we are supplied with the full name of the Transferee, we will have our Solicitors prepare the necessary documents for forwarding to the Secretary of State at Ottawa.

A statement of adjustments of taxes etc. will need to be prepared including registration fees and the tenant will then be advised that the property has been sold subject to the existing tenancy, at which time the Singer Sewing Machine Company will be in a position to assume control of this property.

Yours truly,

F. G. Shears,
Director.

FGS/PME

10831/1
Evacuee

912 Royal Bank Building,
Vancouver, B.C.,
October 19th, 1943.

Messrs. Locke, Lane, Guild & Sheppard,
Barristers & Solicitors,
703 Rogers Building,
Vancouver, B.C.

Attention: Mr. Sheppard

Dear Sirs: Re: Toraryu SHIMOTANARA and
 556 Granville Street

Attached you will find the file for the above mentioned. From this you will note that an offer for the property known as 556 Granville Street has been received, approved by the owner residing in Montreal and passed by our Advisory Board. The sale price is \$96,000.00 and the purchaser is the Singer Sewing Machine Company.

Messrs. Ladner, Carmichael & Downs are acting for the purchasers and Mr. Downs called at the Office yesterday and we handed him copies of the Orders-in-Council dealing with the Custodian's rights to dispose of assets of evacuees, also a copy of the Regulations. We informed Mr. Downs that this matter would be handed to you and that you may act for us and submit transmission and draft conveyance for transfer.

The purchasers desire to pay all cash but we understand from Mr. Downs that he has called on the London Life Insurance Company officials and has been informed that they hold an unregistered extension agreement covering the mortgage and that it does not mature until sometime in 1945. If arrangements are made to discharge the mortgage, the purchasers should pay any bonuses demanded. If this is not agreed upon, the sale will be effected and the property transferred subject to the mortgage.

Under these circumstances, we will require a covenant on the part of the purchasers to save the vendor harmless in case of default and the grantee should sign the deed.

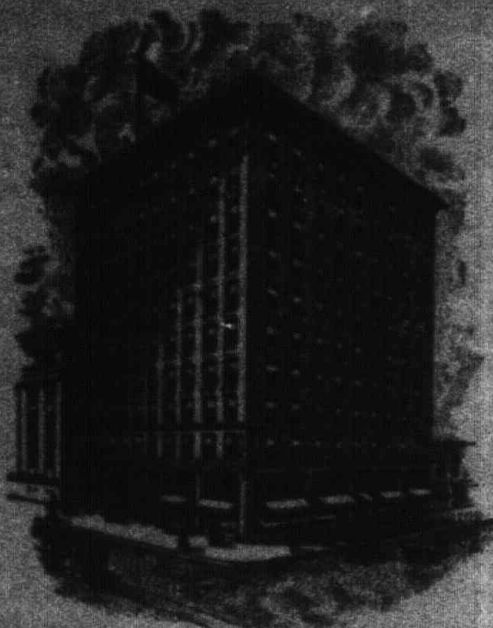
We believe it will be necessary for you to investigate the title as according to our information certain party wall agreements exist and there may be other reasons affecting the land which you will refer to in the deed. *ENCLOSURES*

We will be obliged if you will give this matter your early attention and if there is any further information you require, do not hesitate to call upon us.

Yours truly,

E.W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWH/DG - attach



TELEPHONE PACIFIC 8833

Rec'd	JUL 21 1944
File No.	10831
Ans.	THAT
Referred	Mr. Shears

The ROGERS BUILDING

COR. GRANVILLE AND PENDER STS.

VANCOUVER, B. C.

July 20 1944

Mr. F. G. Shears
Director
Office of the Custodian
Royal Bank Building
Vancouver B. C.

Dear Sir;
re Toraryu Shimotakahara

*Not permitted to leave
for more than 1 year. Beggs*

*with no objection
LBS.*

Modiste Limited operate a ladies wear store at 450 Granville St. in the ground floor of the Rogers Building. As you are aware Modiste Ltd. is owned and controlled by Mr. Shimotakahara. The lease on the store premises expires August Thirtieth of this year. The tenant wishes to renew the lease for a further period and we are prepared to grant such a renewal. We are anxious to know as soon as possible if there is any regulation which would make this new lease unlawful? We trust that this letter will receive your immediate attention.

Yours Truly

ROGERS BUILDING

Earl M. Bennett
Earl M. Bennett
Manager

*Sub 10231
By 60122*

10831/1

March 22, 1945

Mr. Toraryu SHIMOTAKAHARA,
Reg. No. 00222,
966 St. Catherine St., West,
Montreal, P. Q.

Dear Sir:

We are in receipt of your letter of March 16th and enclose herewith our cheque for \$992.00, being the balance of your account with the Custodian.

In your declaration to us you stated that there was \$5,000.00 owing to you on the Fuji Chop Suey building. We understand that this has been adjusted with you by P. S. Ross & Sons. There was also an amount of \$2,500.00 due from Mr. & Mrs. S. SHIMADA of 636 Cassiar Street. We understand from Mr. Shimada that this debt was paid and a Discharge of the Mortgage was given by you.

This leaves the amount of \$3,500.00 owing to you by Mr. Shuji SUGAWARA, formerly of Seattle. We have heard from the guarantors, Masaichi OHASHI and Yorisaburo UCHIDA, who both stated that they were going to get in touch with you direct and arrange settlement. Would you be kind enough to advise us if they have done so, and it will be understood that the Custodian will not take any further action in connection with this claim.

According to our records, this takes care of all your real and personal property in the Protected Area, with the exception of the articles which we understand have been stored in a locked room in your wife's house at 4055 Francis Street. We wish you would be kind enough to confirm this so that we may complete our records. (File 12969)

Yours truly,

GDM/GH

G. D. Milson
Administration Department

File No. 10631 ✓
12969

March 22nd 1945.

MEMORANDUM

TO: Mr. G. B. Spain
FROM: Mr. W. J. Johnston

Re: 4055 Frances Street,
Burnaby, B. C.

The property at the above-mentioned address is registered in the name of (Mrs.) Hide-ko SHIMOTAKAHARA but both she and her husband declared "furniture locked up in basement of home".

Please inventory the furniture found at this address and, as customary, remove same to our auction room to be sold. Your efforts to determine the actual ownership of these chattels will also be appreciated.

The original report received from our agent, Pemberton Realty Corporation Limited, states that the balance of the furniture was sold to the incoming tenant by Mr. Shimotakahara direct. Mr. J. A. Heineman has been the tenant continually.

Thanking you in anticipation of an early report.

P. S. ROSS & SONS
 CHARTERED ACCOUNTANTS
 MONTREAL TORONTO WINNIPEG
 CALGARY VANCOUVER

Rec'd **MAY 25 1945**
 File No. _____
 Ans. _____
 Ref'd *W. Wright*

ROYAL BANK BUILDING
 VANCOUVER, B. C.

Our File 295-156

25th May, 1945.

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

Attention: Mr. K. W. Wright

Dear Sirs:

Re: Modiste Limited

ENEMY SECTION
 Rec'd **MAY 25 1945**
 File No. _____
 Ans'd ☒ _____
 Refer'd _____

In accordance with your Inspection Order dated the 18th May, 1945, on Wednesday, the 23rd, we called upon Mr. Stuart Gilmour, Barrister of Vancouver, relative to the above mentioned company. Memo and articles of the company are dated the 1st April, 1942, and the following is the information given by the annual return filed at Victoria, B. C. on 1st September, 1944.

Directors

Torayu Shimotakahara)
 Hideko Shimotakahara)
 Katherine Setsu Shimotakahara)
 Lilian Yuri Shimotakahara)
 Stuart Gilmour)

373 St. Catherine's Road,
 Montreal, Quebec.
 Vancouver, B. C.

Shareholders

Stuart Gilmour 1
 Katherine S. Shimotakahara 1
 Torayu Shimotakahara 49,998
50,000

The consideration shown for the issuance of these shares is payable otherwise than in cash, \$50,000.00. The company's bankers are the Canadian Bank of Commerce, Standard Bank Branch, Corner of Hastings & Richards Streets, Vancouver, B. C.

We discussed with Mr. Gilmour the question of the company proceeding to effect liquidation immediately and Mr. Gilmour has agreed to communicate with Mr. Shimotakahara immediately to this end. Mr. Gilmour understands that if the shareholders of the company do not go into voluntary liquidation at an early date that your office will be forced to take the necessary action.

Yours faithfully,

P. S. Ross & Sons.

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CLERK

RECEIVED ALL
COMMUNICATIONS
TO THE
DEPARTMENT OF STATE

PLEASE ADVISE

FILE NO.

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario,
May 30th, 1945.

F. G. Shears, Esq.,
Office of the Custodian,
Royal Bank Building,
Vancouver, B. C.

Dear Mr. Shears:- re Modiste Limited
and T. Shimotakahara

The above party called to see me yesterday and I have also had a discussion with Mr. Pammett, of the Department of Labour, concerning the continuation of the above Company's business in Vancouver.

I have explained to Mr. Pammett the reason why we took no action in this matter and also have outlined to him the meeting that we had with Mr. Pickersgill and Mr. Lister. As in several other special cases, the Department of Labour are apparently asking special consideration in this case, but appear to be going a little further since Mr. Pammett indicated that he reviewed our Orders in Council in connection with this evacuee and does not think that we have any power to liquidate the evacuee's interest in this Company. I believe that the evacuee is going to take legal advice in this matter and, during my conference with him, I undertook to send him copies of the pertinent Orders in Council as I did not like to become involved in an argument with Mr. Pammett on this point, it being one that has always disturbed me.

You will recall that under P.C. 2483, Section 4, certain exceptions were made as to what vested in the Custodian and specific reference was made to "shares of stock, debentures, bonds or other securities", but this Order in Council was not drafted by us and, due to the fact that money was also excepted, caused us considerable embarrassment in the early days. As a result the Custodian was given the power, notwithstanding anything contained in the Regulations, to vest assets which would presumably include securities "for the purpose of protecting the interest of the owner or any other person". I believe we did exercise this power in some cases, for example, the

F. G. Shears, Esq.

- 2 -

May 20th, 1945.

Co-Operatives and I think the Deep Bay Logging Company, but these were all cases where, because of the evacuation, the business would have deteriorated rapidly if the Custodian had not stepped in and protected the Japanese interests.

In the case of Modiste Limited, at the moment I do not see that the evacuee owner needs any protection in so far as his interest is concerned, and I understand that there is no question of protecting creditors. I do not know whether we ever had a similar situation where the business was operating and at a profit, but I would like you to look over the other evacuee owned companies we have liquidated and see if this situation did actually exist in any other case and, if so, give me particulars.

I have advised the evacuee and also Mr. Pammett that P. S. Ross & Sons have been appointed as Inspectors and it will depend upon the report of their inspection as to what further action will be taken by the Custodian. In view of the fact that this matter is liable to be protested if we proceed to liquidate, I would request that you forward P. S. Ross & Sons inspection report to this office as soon as completed, and that no appointment be issued to them to liquidate until the matter has been considered here.

Mr. Pammett stated that this evacuee was a loyal citizen and was of great help to them in Montreal and he was a little disturbed to think that we would liquidate his holdings in the protected area. I told him that so far as the Custodian is concerned he is merely carrying out the policy of the Government determined at a meeting of a Special Committee of the Cabinet which his Minister attended, and that the Custodian considers all Japanese who have not been interned are loyal Canadian citizens, but that the policy of liquidation has nothing to do with their loyalty.

The evacuee himself has told me that he has had many offers from responsible people in Montreal to buy his interest in the Vancouver Company, and I have told him that, if it is decided that he must liquidate and that the Custodian has the power to liquidate if he does not do so voluntarily, he will

P. S. ROSS & SONS
CHARTERED ACCOUNTANTS
MONTREAL TORONTO WINNIPEG
CALGARY VANCOUVER

Rec'd	JUN 19 1945
File No.	
Ans.	
Refer'd	N. Wright

ROYAL BANK BUILDING
VANCOUVER, B. C.

Our File 295-135

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

Attention: Mr. E. W. Wright

19th June, 1945	ENEMY SECTION
Rec'd	JUN 19 1945
File No.	70831
Ans'd	
Refer'd	

Dear Sirs:

Re: Modiste Limited

Since writing you on the 25th ultimo we have again been in touch with Mr. Stuart Gilmour relative to the affairs of the above mentioned company. After our previous visit Mr. Gilmour wrote to Mr. Shimotakahara suggesting to him that he should proceed to liquidate the affairs of the company in Vancouver but so far he has received no reply to his letter.

The store operated by Modiste Limited in Vancouver is under direct control of Mr. Shimotakahara. Mr. Shimotakahara takes care of the buying of the merchandise stock and, we understand, controls this stock by means of a perpetual inventory. A daily report is sent to Mr. Shimotakahara at Montreal. The company operates two bank accounts. All receipts from sales are deposited in what is known as the "A" account and withdrawals from this account can only be made by Mr. Shimotakahara. There is also a \$500.00 imprest account maintained at Vancouver known as the "B" account, the signing officers on which are Mr. Shimotakahara alone or either two of the following: Ina Dalsiel, Louise McNab, Minta Norman and Earl Bennett.

All information secured by us to date has been through the agency of Mr. Stuart Gilmour, the company's solicitor. Mr. Shimotakahara states that the company carries on a substantial business and that its credit rating is excellent. If you desire us to confirm these statements, we presume it can be done by securing copies of income tax returns from the local income tax office and by securing a report from Messrs. Dun & Bradstreet as to their credit rating.

If there is any further information you require please let us know.

Yours faithfully,

P. S. Ross & Sons

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

Rec'd JUN 25 1945
File No. _____
Referred MF Wright

RECEIVED ALL
CORRESPONDENCE
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO. _____

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

June 22nd, 1945.

K. W. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
909 Royal Bank Building,
Vancouver, B.C.

ENEMY SECTION
Rec'd JUN 22 1945
File No. 10751
Ans'd _____
Refer'd _____

Dear Mr. Wright:

Re: Modiste Limited and
T. Shimotakahara

I have your letter of June 20th, with enclosures, and with particular reference to the above company's affairs, as I to understand from P.B. Ross and Sons Report, that at the time the company was incorporated, Mr. Shimotakahara and family had been evacuated from the protected area. I note that the date of incorporation is the 1st of April, 1942, and it may be very material as to whether they were in the protected area at the time they set up the corporation.

The problem that is worrying me at the moment is whether or not the Custodian can liquidate the company when securities were received from his control, unless he can show that it is to the interest of the Japanese, or some other person to vest the shares. This is the old point that you will recall we discussed with Mr. Sheppard on previous occasions, and which may necessitate amendments to the present Orders-in-Council.

Yours very truly,

G. F. McPherson
G. F. McPherson,
Executive Assistant.

GWMcP/MBM

10831/1
Evacuee Section

509 Royal Bank Building,
Vancouver, B.C.,
25th June, 1945.

G.W. McPherson, Esq.,
Executive Assistant to the
Secretary of State,
Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario.

Dear Mr. McPherson:

Re: Modiste Limited and
T. Shimotakahara

We have your communication of 22nd instant regarding
the above.

According to information on our file, which has been
verified by the R.C.M.P., Shimotakahara was evacuated from the protected
area on April 30th, 1942. His property was registered with the Custodian
on June 16th, 1942. Copy of J.P. Form, dated 16th June, 1942, is enclosed
for your information.

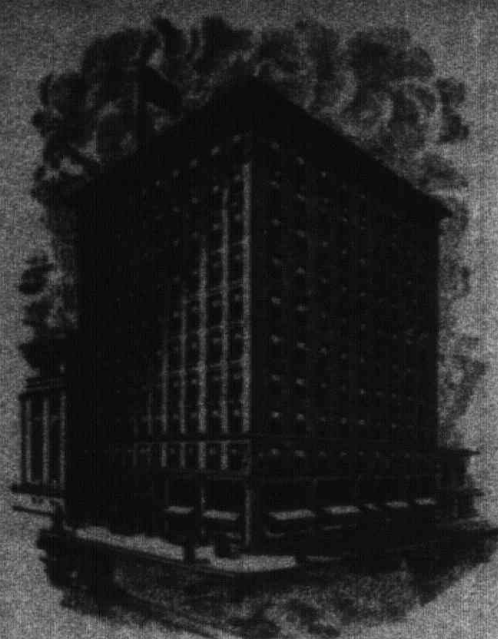
Under the circumstances it would appear inadvisable
to take further action herein until such time as the Orders in Council
relating to the administration of property of evacuated Japanese are
amended to include Japanese Companies. X

You will note from the enclosed copy of P.C. 1457,
of 26th February, 1942, that Japanese Companies are expressly covered and
we suggest that amendments to our Orders in Council should include Japanese
Associations, Societies and Companies.

Yours truly,

K.W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/DG
Encls.



COR. GRANVILLE AND PENDER STS.

TELEPHONE PACIFIC 8838

ENEMY OFFICE	
Rec'd	JUL 3 1945
File No.	
Ans'd	
Refer'd	

The ROGERS BUILDING

VANCOUVER, B. C.

June 29 1945

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

re Toraryu SHOMOTAKAHARA
Reg. No. 00222
Modiste Limited

EVACUATION SECTION	
Rec'd	JUN 30 1945
File No.	10821
Ans.	
Referred	<i>Mr. Bright</i>

Gentlemen;

We have a lease with Modiste Ltd. on premises 450 Granville St. which expires on August 31st 1945. The tenant is anxious to renew this lease for another year. We would appreciate hearing from ^{you} as to whether we are in order in arranging this renewal.

Yours Truly

ROGERS BUILDING

Earl M. Bennett
Earl M. Bennett
Manager

10831
Evacuee Section

509 Royal Bank Bldg.,
Vancouver, B. C.
July 4th, 1945

G. W. McPherson, Esq.,
Executive Assistant to the
Secretary of State of Canada,
Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario

Re: Mediste Limited and
T. Shimotakahara

Dear Mr. McPherson:

With further reference to our communication of the 25th ultimo, we enclose copy of letter, under date of 29th ultimo, received from Mr. Earl M. Bennett, Manager of the Rogers Building.

I think it would be advisable to reply, stating that the Custodian has no objection to the renewal for the reason that if liquidation is decided upon, it is best to be in a position to offer the asset as a going concern.

Will you be kind enough to let us have your instructions as soon as possible.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF
Encl.

10831
Evacuee Section

509 Royal Bank Bldg.,
Vancouver, B. C.
July 6th, 1945

G. W. McPherson, Esq.,
Executive Assistant to the
Secretary of State of Canada,
Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario

Re: Medists Limited and
T. Shimotakahara

Dear Mr. McPherson:

With further reference to our letter of yesterday, Mr. Shears telephoned me at my home last night and stated that you are not wrong in your recollection of the interview with Mr. Pickersgill. Mr. Shears recalls that Mr. Lister was in touch with him by telephone regarding Shimotakahara's return to the area, and it was agreed that the permit should not be granted.

The matter arose in the course of a later interview with Mr. Pickersgill and Mr. Shears stated that in line with our policy, the business on Granville Street would, in due time, be offered for sale. Not only did Mr. Pickersgill raise no objection to the suggestion, but pointed out that there was no reason for treating this Japanese different from any other Evacuee, and from their point of view, there was no reason why the asset should not be disposed of. Mr. Shears said he would not go so far as to say Pickersgill urged liquidation.

Mr. Shears called me again today to ask if a letter had gone forward to you, and as this was not the case, he asked me to mention that on the way back to our office, you referred to the fact that it was evident that Pickersgill was in favour of liquidation and that Shimotakahara should be treated the same as others. These remarks (made when the conversation was still fresh in your mind) confirm that all present were in agreement.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF

10831
Evacuee Section

509 Royal Bank Bldg.,
Vancouver, B. C.
July 5th, 1945

G. W. McPherson, Esq.,
Executive Assistant to the
Secretary of State of Canada,
Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario

Re: Mediate Limited and
T. Shimotakahara

Dear Mr. McPherson:

Your letter of the 30th ultimo, together with enclosures, reached me this morning.

Mr. Shears is absent on holidays and I have been endeavouring to contact him by telephone throughout the day, but have not been successful. A further message has now gone forward to call me at my home tonight. It is somewhat difficult for the reason that there is no telephone in his cottage at Roberts Creek, which is some distance up the Coast.

We have been asked many times during the past couple of years to explain the reason for allowing Shimotakahara to carry on business in this area. Provided the Orders in Council are amended to include Evacuee Companies, I see no good reason for extending the privilege which he has enjoyed.

Will write you again in regard to the conversation had with Mr. Pickersgill as soon as I hear from Mr. Shears.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWE/JF

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

RECEIVED ALL
CORRESPONDENCE
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO.

ENEMY SECTION

REC'D JUN 5 1945

File No.

Victoria Building,
2 O'Connor Street,
Ottawa, Ontario.

June 30th, 1945.

E. W. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
509 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Wright:

Re: T. Shimotakahara

I have your letter of June 25th, and am holding this matter to discuss the entire situation with Dr. Coleman who is expected in the office on Tuesday next.

I am forwarding to you, copies of correspondence received from Mr. Brown of the Department of Labour and the enclosures referred to. You will note from the enclosures that we appear to have been given the old double cross, insofar as Mr. Pickersgill is concerned, since it is my recollection of our conversation with him, that he conveyed to us, the information contained in the R.C.M.P. Report attached to his letter, as information which he had, and that he personally, and Mr. Lister, felt that we should take immediate action to liquidate Shimotakahara's assets, so that criticism would be avoided insofar as their and our Departments are concerned. I may be wrong in my recollections but I have a fair memory. Mr. Shears might like to confirm my views in this regard, or tell me what his recollection is if he does not agree with me.

Yours very truly,

Encls.
GWNcP/MEM


G. W. McPherson,
Executive Assistant.

DEPARTMENT OF LABOUR

Ottawa, June 25, 1945.

Mr. G.W. McPherson,
Executive Assistant,
Department of the Secretary of State,
Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

Re: T. Shimotakahara

In earlier correspondence with reference to the disposition of the interest of the above Japanese in a business in Vancouver, it was suggested that the officers of this Department in Vancouver had pressed for action in the disposition of this property.

I, accordingly, asked for a report from Mr. Pickersgill and I enclose copy of correspondence received from him in reply, for your information.

(Signed) A.H. Brown.

Enc.

C
O
P
Y

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
Vancouver, B.C.
18th June 1945AIRMAILA.H. Brown Esq.,
Assistant to the Deputy Minister,
Department of Labour,
OTTAWA.Re: DISPOSING OF PROPERTY OF T. SHIMOTAKAHARA No.00222

I have your memorandum of June 15th on this subject.

I think Mr. McPherson misinterpreted our attitude with reference to the question of disposing of the property of this man. When he was in Vancouver he called in at our office, in company with Mr. Shears, to discuss a number of questions of mutual concern. We definitely got the idea that day that both Mr. McPherson and Mr. Shears were anxious to complete disposing of property in the defence area, still held by Japanese.

Our interest in the Shimotakahara case was limited to the question as to whether he should be permitted to visit Vancouver to inspect his business interests. Mr. Shears was definitely of the opinion that it was not necessary for him to visit Vancouver for this purpose.

As stated in a previous memorandum to you, for a number of reasons the R.C.M.P. officials were not in favour of this man being permitted to return to Vancouver for a visit. I have asked the R.C.M.P. to prepare for me a statement outlining these reasons and this statement is enclosed. In brief, we were not concerned with the question of disposing of this property, but only whether it is necessary for this man to return temporarily to Vancouver for business reasons.

(Sgd.) T.B. Pickersgill
Commissioner.

M E M O R A N D U MC O P Y

COPY:RF

From the desk of A/Cpl. R.A. Davidson, R.C.M. Police, To Mr. T.B.
1/c Japanese Registration Pickersgill
SHIMOTAKAHARA, Toraryu -#00222 Japanese Placement
Subject Vancouver, B.C.

The above-named Japanese has, for some months past, being endeavoring to obtain permission to visit Vancouver.

Before evacuation he owned a Ladies Ready-to-Wear in this city and upon being evacuated his property was not turned over to the Custodian. The first two years after his evacuation he was permitted to make a trip out here to make a check on his holdings, and each time trouble arose. The R.C.M. Police were constantly bothered with complaints from residents of Vancouver to the effect that SHIMOTAKAHARA was throwing parties, spending money and making a great splash whilst here. As can be understood, people seeing this felt that it should not be allowed.

as

As well/complaints from Occidentals in the Protected Area, complaints have been received from Japanese as far East as Winnipeg who stated that SHIMOTAKAHARA has bragged to them that he is more or less privileged, and is permitted to come and go as he pleases and where he pleases. As can be understood this causes a great deal of dissension.

It has been explained many times to SHIMOTAKAHARA that it is unadvisable for him to come into Vancouver. He still persists in trying to obtain permission. It has also been explained to the R.C.M. Police and to the B.C. Security Commission representatives in the East that SHIMOTAKAHARA is not a desirable visitor to this city. Therefore, any approaches he may make to them have been disregarded.

The writer has spoken with the Custodian of Enemy Alien Property, and they have explained that they see no reason why this Japanese should be permitted to come into the area when others are not allowed to do so, except in extreme cases of emergency. His visits are definitely not extreme cases of emergency.

According to our records, this is the only Japanese person who is allowed to have a business operating in the Protected Area. This business of SHIMOTAKAHARA's is a Limited Company under a Canadian name, thus allowing it to operate. It would be appreciated if any further requests from him would be definitely denied as it would make it a lot easier working amongst the Japanese if they were all treated alike.

R. A. DAVIDSON (A/Cpl.)
(R.A. DAVIDSON) Reg.No.11239
1/c Japanese Registration

506 Royal Bank Building,
Vancouver, B.C.

19th June, 1946.

10831

K. W. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Mr. Wright:

Re: Modiste Limited and
T. Shimotakahara

You may remember that the matter of disposing of the above business was considered about a year ago.

Some little difference of opinion arose at that time in regard to the views expressed by Mr. Pickersgill when Mr. McPherson and myself interviewed him. In any case Mr. McPherson and myself considered that there was no reason for treating this Japanese differently from any other evacuee.

However, the question in regard to the renewal of the lease had to be dealt with as the business is operated in the Rogers Building and the following letter was written on July 11th, 1945:

"We have for acknowledgment your communication of the 29th ultimo, and note that the Lease with Modiste Limited at premises 450 Granville Street, expires August 31st, 1945.

This is to advise you that the Custodian has no objection to your renewing this Lease for another year."

This is a limited company and Mr. Shimotakahara owns 49,998 out of 50,000 shares.

As Orders-in-Council have not been amended to include companies, we have so far not disturbed the existing situation.

Mr. Bennett, the Manager of the Rogers Building has telephoned stating that he is desirous of giving a five year lease if this can be arranged. Will you kindly advise what attitude we should take. It would appear necessary to at least offer no objection to the extension of the lease for another year and if the Orders-in-Council are enlarged, the

10831

2.

E. E. Wright, Esq.

question of whether this business should be liquidated would then require to be faced.

Mr. Bennett informs me that Mr. Shimotakahara is in town and one reason for requesting a five year lease is in order that a mutual adjustment can be made in regard to increased rental which Mr. Bennett states is justifiable and with which Mr. Shimotakahara is in agreement, but that under present rental control regulations no change could be made without the Board's consent, but if a lease was entered into for five years new rental arrangements could be made between the interested parties.

Another reason is that the store fixtures are now becoming in a run-down condition. Mr. Shimotakahara is prepared to make considerable improvements but would not feel justified in doing so if there was a possibility of his occupancy being limited to one year.

It appears to me that perhaps the chief point for consideration is as to whether there is any special reason why this business should not be liquidated if and when the Orders-in-Council are amended.

I promised Mr. Bennett to give him some information in regard to the renewal of the lease as soon as I have a reply from you.

Yours very truly,

F. G. Shears,
Director.

FGE/PME

File #10031/1

30th January, 1947.

MEMORANDUM

To: The File

From: Mr. F.G. Shears

Re: Modiste Limited.

Mr. Shimotakahara called at our office today and advised me that he had had a personal interview with the Honourable Humphrey Mitchell and he had approved a five year lease being made with the owners of the Rogers Building, with an option of a renewal for another five years. He also informed me that the rental had been changed from \$575.-- per month to \$750.--.

F. G. Shears,
Director.

FGS/PEN

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

Rec'd _____
File No. _____
Ans. _____
Entered _____

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
FILE NO. J-156

Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario
February 7, 1947

F. G. Shears, Esq.,
Director,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Re: Modiste Limited
Your File 10831/1

Dear Mr. Shears:

We have for acknowledgment your communication of
the 3rd instant and wish to thank you for the information contained
therein.

It would appear that no further action is necessary in
connection with this matter.

Yours very truly,

K. W. Wright
K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF

506 Royal Bank Building,
Vancouver, B.C.

3rd February, 1947

10831/1

K. F. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Mr. Wright:

Re: Modiste Limited

You are aware that the business operated near the corner of Granville and Hastings Streets under the title of Modiste Ltd., is owned by Mr. Shimotakahara.

On one or two occasions in the past, after consulting with Ottawa, we have not objected to Mr. Shimotakahara renewing his lease with the owners of the Rogers Building for a period of one year.

Mr. Shimotakahara called at our office a day or so ago and advised me that he had had a personal interview with the Honourable Humphrey Mitchell and had received approval for him to make a five year lease with an option of a renewal for another five years. He also informed me that included in the terms of the new lease was an increase in the rental which he would have to pay from \$575.00 to \$750.-- per month.

This letter is being sent by way of general information. I presume there is no action of any kind which it is necessary for us to take. No real estate is involved in this matter, it is a question of a business being owned by Modiste Limited which is entirely owned by Mr. Shimotakahara.

Yours very truly,

F. G. Shears,
Director.

FCS/FMH