11330

FORM "JP"

FILE No. 11330

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: MOTOMOCHI, Tomekichi

HOME ADDRESS: 567 Powell St., Vancouver, B. C.

REGISTRATION NUMBER 04333 SEX: Male AGE: 42

OCCUPATION: Gardner

(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: Vernon Orchards Ltd Vernon, B.C.

MARRIED? Yes.

NAME OF WIFE OR HUSBAND: Yoshiko

ADDRESS OF WIFE OR HUSBAND: Vernon, B.C.

NAMES OF ANY LIVING CHILDREN: Kaoru (F), Michiko (F), Rinko (F) Hideyuki (M)

ADDRESS OF CHILDREN: 567 Powell St., Vancouver, B. C.

AGE OF CHILDREN: 12,8,5,2

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

1. LOCATION AND DESCRIPTION: 567 Powell St., Vancouver, B. C. Lot 19, Block 42, D. L. 196.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 5 roomed, 2 storey frame building, this property belongs to Tomekichi Motomochi. He was evacuated on March 5th.

3. INSURANCE (Give particulars; state where policies are) $1000 Fire Insurance Policy held by agent. Pemberton Realty Corp Ltd

4. TAXES (Amount and where payable) $54.69 payable to City Hall, Vancouver. 1942 taxes paid.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) $350.00 is yet to be paid to City Hall under Agreement of Sale dated May 1941. $12.00 per month

6. OCCUPANCY AND LEASES (If vacant so state) Rented for $18.00 per month to M. Sapow Agent--Pemberton Realty Corporation Ltd.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Agreement of sale, Vernon, B.C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: —

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 567 Powell St. Vancouver B.C.

2. LANDLORD'S NAME AND ADDRESS: S. Motomochi
Vernon, B.C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: monthly
rent paid to agent, Pemberton Realty Co. Ltd

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:

1 Kitchen table, 3 chairs, cook stove, ? chesterfield suite
Dining room table; 3 dining room chairs, 1 Heater,
This property was locked in basement when
I vacated 567 Powell St. Vancouver

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

FORM "JP"

FILE No. _____

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____

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

8. BANK ACCOUNTS: _____

9. LIFE INSURANCE: _____

10. INTEREST IN ANY ESTATES OR TRUSTS. _____

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____

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 5th day of October 1942.

(Signature) Tomekichi Motomochi

H. Glover
Witness

FOR DEPARTMENTAL USE _____

11330

INFORMATION FROM R.C.M.P.

Date May 28/43

Our File No. 11330

Full Name MOTOMOCHI, Tomekichi
(Surname in Block Letters)

Registration No. 04333 Male V - Female (check) Age Apr. 29/1900

Former Address 119 Main St., City.
567 Powell St., City (as declared)

Date Evacuated Mar. 4/42 Naturalized - Canadian-Born - National V (check)

Present Address R. R. #1, Vernon, B. C.

Married V - Single (check)

Name of Wife nee (OGAWA) Yoshiko #00691

Name of Husband - - -

Name of Mother MOTOMOCHI, Tojiro ~~(Dec'd)~~ Name of Father MOTOMOCHI, Tami (Dec'd)

Names of Children under 16 Kaoru (F) 30/3/1930; Michiko (F) 1/9/33
Rinko (F) 6/5/37; Hideyuki (M) 7/12/39

Requested by Mrs. Burraston Registered with Custodian Yes (Yes or No)

Additional Information Gardener.

11144/11330

June 14, 1945.

Mr. and Mrs. Tosakichi MOTOMOCHI,
Reg. Nos. 00691 and 04333,
P. O. Box 638,
Vernon, B. C.

Dear Sir and Madam:

As requested in letter of June 7th from Mrs. Motomochi, we are enclosing two cheques, as follows:

Cheque No. 7084/7797, payable to Yoshiko (Mrs. Tosakichi) MOTOMOCHI for the sum of $7.04, being the proceeds from sale of radio.

Cheque No. 7083/7796, payable to Yoshiko and Tosakichi MOTOMOCHI for the sum of $12.37, being the proceeds from sale of chattels.

There now remains no credit balance in the account of Mrs. Motomochi, or in the joint account of Yoshiko and Tosakichi Motomochi. The account of Tosakichi Motomochi was closed on October 2, 1944, when the entire credit balance was remitted by our cheque No. 2496.

All your property and chattels have been disposed of and all the proceeds from the sale of these have now been remitted to you. All transactions undertaken by the Custodian on your behalf have therefore been completed, and your accounts and files are being closed.

Yours truly,

F. Matheson,
Specified Articles Department.

Enclosures (2)

Warehouse...992 Powell St.

Date July 12/44

FILE NO. 11330 - 11144.

NAME....Matomichi T.

ADDRESS.....567 Powell St.

I have examined the undermentioned articles and consider that they have no value.

Old round table (broken)
Old folding couch. (broken)
Old set of shelves. (broken)

Auctioneer. Wm L Willard

The above mentioned articles have been abandoned

Wm Wells

File

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PAcific 6181
PLEASE REFER TO
FILE No. 11330

506 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

16th May, 1944.

THE PEMBERTON REALTY CORPORATION LTD.
DEPARTMENT
MAY 18 1944
ATTENTION | DEALT WITH
RECEIVED

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

Dear Sirs:

Re: Catalogue No.207
567 Powell Street.

Your letter of the 26th April written on behalf of a client in which you submit an offer to purchase the above property for the sum of $1,000.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for $1,000.00 the full amount of the purchase price.

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

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

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

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

We would like to point out that under an Agreement of Sale from the City of Vancouver to the Japanese owner the City reserve the south seven feet of Lot 19.

OK

Yours truly,

F. G. Shears

Mary Kokut.

F. G. Shears,
Director.

PMH

11330

March 2nd, 1944

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

Dear Sirs:

Re: Catalogue No. 207,
587 Powell Street

We are in receipt of your letter of the 1st instant in which you submit an offer to purchase the above property for the sum of $900.00.

As we did not receive any tenders on this particular property, we are prepared to give consideration to any offer which we may now receive, based upon an independent valuation.

At the moment this property has not been appraised, but we will endeavour to have this done as soon as possible and then advise you in regard to the offer to which you refer.

Yours truly,

F.G. Shears,
Director.

FGS/AW

11144 & 11330.

March 12, 1943.

Mrs. Tomekichi NOTOMICHI,
Registration No. 00691,
Westwold, B. C.

Dear Madam:

We are in receipt of a letter from Messrs. Pemberton Realty Corporation Ltd. informing us that Mr. Sopow purchased the following articles from you:

1 kitchen stove	1 cabinet
1 dresser	1 kitchen cupboard
1 ice box	5 kitchen chairs
1 gas stove	1 carpet
2 tables	1 heater

If this information is correct, please signify by signing and returning the attached copy of this letter for our record.

Yours truly,

Geo. B. Spain,
Protection Department.

GBS/P.
Encl.

Original signed by Notomichi on file 11144

Copy in File # 11144

11330

August 7, 1942

Mr. Tomekichi Motomochi,
Reg. No. 04333,
Vernon, B. C.

Dear Sir:

In connection with your property at 567 Powell Street, which is rented for $18.00 per month, we note that there are payments due the City of Vancouver under Agreement of Sale of $75.00 every three months. As the revenues from the property are insufficient to meet these payments, we would ask you to remit to this office $12.00 per month so that we can meet the payments due the City and also set up a reserve for your taxes which amount to approximately $60.00 per year.

Yours truly,

F. G. Shears
Assistant Manager

GDM/GH

MOTOMICHI, Tomekichi

NAME MOTOMICHI, Ichiko (Mrs. Tomekichi)

REGISTRATION NO. 04333 00691 FILE NO. 11330 11144

The following chattels were sold by public auction at ~~1047 Seymour, Vancouver, B.C.~~ on ~~July 13th, 1944~~.

	$
Rake and Hoe	.35
Hand brush	.30
Long Grass Shears	.75
Carton of dishes	.25
Wardrobe	3.00
Box of junk	.25
Lamp Shade, etc.	.25
Library	9.00
Gramophone cabinet	.50
Total	$ 14.90
Less Expenses: Auctioneer's Fees 1.49; Advertising: 0.28; Moving: 0.76	$ 2.53
Net Proceeds Credited:	$ 12.37

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 501 (Willard's)

Remarks.

File No. 11330
Reg. No. 04333

Tomekichi NOTOMOCHI

Date	Particulars	Debit	Credit	Balance
1942 July 22	Transferred from file 11144 - Mrs. Y. Notomochi			
	July 7 - rent M. Sapow	$	$ 18.00	
	commission	.90		
August 13	M. Sapow - rent		18.00	
	Commission	.90		
September 28	M. Sapow - rent due Sept. 7		18.00	
	R. Thoreau - plumbing repairs	8.65		
	Commission	.90		
	Ck 469 - City of Vancouver - to apply on Agreement of Sale - lot 19, blk 42, D.L. 196	30.00		
October 9	City of Vancouver - payment on principal of Agreement of Sale	12.00		
October 23	M. Sapow - rent		18.00	
	Central Carpenters - repairs	2.00		
	Commission	.90		
November 20	Ck 929 - City of Vancouver - payment Agreement of Sale	10.45		
November 28	Rents collected		18.00	
	Commission	.90		
December 23	Rents collected		18.00	
	Commission	.90		
1943 January 26	Rents collected		18.00	
	Commission	.90		
January 27	Ck 1591 - Certificate of Encumbrance - Vancouver	1.00		
February 25	Rents collected		18.00	
	Commission - Pemberton	.90		
	Repairs & Maintenance	14.25		
	Sundry	4.95		
March 25	Rents collected		18.00	
	Commission	.90		
	Repairs & Maintenance	16.00		

File 11330

	Date	Particulars	Debit	Credit	Balance
1943	May 3	Rents collected	$	$ 18.00	
		Commission	.90		
		Repairs & Maintenance	4.00		
	May 27	Rents collected		18.00	
		Commission	.90		
	June 29	City of Vancouver - 1943 taxes	54.69		
	June 25	Rents collected		18.00	
		Commission	.90		
	July 24	Rents collected		18.00	
		Commission	.90		
	August 30	Ck 4938 - Payment of interest to May 31 on Agreement of Sale	9.56		
	September 27	Rents collected		36.00	
		Commission	1.80		
		Repairs & Maintenance	21.25		
	October 26	Rents collected		18.00	
		Commission	.90		
	November 26	Rents collected		18.00	
		Commission	.90		
	December 1	Ck 6572 - Payment on Agreement of Sale & interest	61.40		
	December 29	Rents collected		18.00	
		Commission	.90		
1944	January 26	Rents collected		18.00	
		Commission	.90		
	February 25	Rents collected		18.00	
		Commission	.90		
		Sundry	4.95		
	March 15	Ck 8746 - Loewen & Harvey - valuation fee Cat. # 207	5.00		
	March 24	Rents collected		18.00	
		Commission	.90		

	Date	Particulars	Debit	Credit	Balance
1944	April 24	E. Morie - to pay claim of Vancouver General Hospital	$	$ 33.50	
	April 24	Rents collected		18.00	
		Commission	.90		
	April 27	Ck 9605 - Vancouver General Hospital- settlement of claims	33.50		
	June 5	Ck 297 - Pemberton Insurance Corp. - premium Legal & General policy # 13836	6.40		
					CR $ 109.65

Catalogue No. 207
File No. 11330
567 Powell Street
19/42/196

July 20, 1944.

MRS. MARY KOHUT

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as of May 16, 1944)

	DEBIT	CREDIT
Purchase price	$1,000.00	
Cheques received		$1,000.00
136/365 x $57.26 seller's proportion of taxes for 1944		21.33
136/184 x $ 4.95 water to June 30, 1944		3.65
Registration fees on deed - $1,000.00	6.00	
Insurance premium 98.4% x $6.40 (expiry 1/9/47)	6.30	
Water paid to June 30, 1944	4.95	
Rent May 7th to May 15th - 8/31 x $18.00	4.65	
Amount owing to purchaser	3.08	
	$1,024.98	$1,024.98

AMOUNT OWING TO PURCHASER $3.08

STATEMENT RE SALE OF: Name: MOTOMOCHI, Tomekichi

Catalogue No: 207 File No: 11330

Street Address: 567 Powell St. Reg. No. 04333

Legal Description: Lot 19, Blk. 42, D.L. 196

Date of Sale and Adjustments May 16th, 1944.....

Sale Price		$ 1000.00
Real Estate Agent's Commission	$ 50.00	
Charge for Valuation	5.00	
Charge for Advertising	4.00	
Land Registry Office Transmission Fee	7.00	
Encumbrances:		
Unpaid vendor	278.72	
[redacted]		
[redacted]		
[redacted]		
Adjustments:		
Fire Insurance		6.30
Taxes to May 16/44	21.33	1.30 water 7.60
Water		
	366.05	$ 1007.60
		$ 641.55

Net Proceeds credited to your account

Date: September 19th, 1944.....

Compiled by: George Peters.....

File No. 11330
Reg. No. 04333

Tamekichi SOTENOCHI

	Date	Particulars	Debit	Credit	Balance
1944	June 5	Balance as per statement rendered	$	$ 109.65	$ 109.65 CR
		Delete entry of March 14, re valuation fee (included in Sale Statement)		5.00	114.65 CR
	May 16	Balance rents to date		4.65	
		Credit re Sale of Property		641.55	
					CR $ 760.85

REG. NO.	NAME	FILE NO.
04333	MOTOMOCHI, Tomekichi	11330

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
Sentinal Fire Insurance Company	Renewed Policy 50 Legal & General Assurance Soc. 72467	$1,000.00	May	1st	1944	No. 567 E.side Powell St., Vancouver, B. C.
Legal & General Assurance Soc. Ltd.	Transferred to Mary Kohut - Policy 22 Jun 44 13836	$1,000.	May	1	1947	567 Powell Street, Vancouver, B.C.

FIRE INSURANCE SUMMARY

Tomekichi MOTOMOCHI Reg. No. 04333 File No. 11330

The above named Japanese declared on his J.P. Form, signed October 5th, 1942, that there was a $1,000.00 Fire Insurance Policy held by Pemberton Realty Corporation Limited.

It was found that there was the following Fire Insurance Policy in force: Sentinal Fire Insurance Company, Policy No. 72467 - $1,000.00 - expiring May 1st, 1944, covering the dwelling at No. 567 Powell Street, Vancouver, B.C.

This Insurance was renewed by
Legal and General Assurance Society, Limited,
Policy No. 13836 - $1,000.00 - expiring May 1st, 1947.

This Policy was transferred to Mary Kohut 22nd June 1944, and the Unexpired Premium, viz. $6.30 was placed to Tomekichi Motomochi's credit.

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

May 28th, 1947.

D. A. CRAMER.

DAC:ic

LIABILITY SUMMARY

Tomokichi MOTOMOCHI Reg. No. 04333 File No. 11330

The above named Japanese declared on his J.P. Form, signed October 5th, 1942, that he had no Personal or Trade Debts.

However, on April 21, 1942, a claim was lodged by The Vancouver General Hospital for $33.50 being for treatment to Yutaka Motomochi age 7 years (T. Motomochi's daughter). After considerable correspondence T. Motomochi authorized payment of same and a cheque was sent to the Vancouver General Hospital for $33.50 on April 26th, 1944.

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

May 28th, 1947.

D. A. Cramer

D. A. CRAMER.

DAC:lc

File No. 11330 April 17th, 1944

MEMORANDUM
RE CLAIMS.

Re: Tomekichi MOTOMOCHI

Vancouver General Hospital $33.50

N.B. Please note balance due under Agreement of Sale from City of Vancouver.

GDM/GH

REAL PROPERTY SUMMARY

JAPANESE NAME: Tomekichi MOTOMOCHI Reg. No. 04333 File No. 11330

CATALOGUE NO: 207

PROPERTY ADDRESS: 567 Powell Street, Vancouver, B.C.

LEGAL DESCRIPTION: Lot 19, Block 42, District Lot 196, Group 1, New Westminster District, Plan 196.

TITLE: Registered in the name of City of Vancouver.

ENCUMBRANCES:

Registered: 23699-M. 18th June 1941. 10. A.M. Tomekichi Motomochi. Right to Purchase for $850.00 Interest 6%.

Vesting Order filed No. 35317 - Dec. 2, 1942

Unregistered: No indication of any unregistered charges.

ASSESSED VALUES:

Land	$785.00	
Improvements	550.00	- $1335.00

Taxes - $57.26

CLASSIFICATION: This is a five-room cottage. There is a basement but no furnace -- built on a 25'x120' Lot, in poor condition. We quote from valuator's report of March 9th, 1944,

"In my opinion a fair valuation is $800.00."

"A. Rout Harvey."

HISTORY OF ADMINISTRATION: Messrs. Pemberton Realty Corporation Limited who were appointed Rental Agents by the owner (confirmed by the Custodian), leased this property to M. Sapow on a monthly basis as from July 7th, 1942, consideration $18.00 per month payable in advance.

Rents collected $396.00 against which were the following charges:

Plumbing	$49.15	
Carpenter Repairs	17.00	
Water Rates	9.90	
Commission	19.80	- $95.85

SOLD: To: Mary Kohut for $1,000.00 as at May 16th, 1944.
Approval of Advisory Committee May 4th, 1944.

Funds released to the credit of Tomekichi Motomochi's account as at July 24th, 1944, against which were the following charges: Real Estate Commission $50.00, Valuation $5.00, Advertising $4.00, Registration Fees $7.00, Taxes $21.33, Balance of Agreement for Sale (Principal $268.57 plus Interest $10.15) - $278.72 = $366.05 leaving a net balance of $633.95 from said transaction.

...2/

Catalogue No. 207 File No. 11330

Japanese Name; MOTOMOCHI,Tomekichi Reg. No. 04333

Civic Address: 567 Powell Street, Vancouver.

Legal Description: Lot 19, Blk. 42, D.L. 196,
Gp. 1, N.W.D., Plan 196.

Classification: Dwelling.

---- SOLD ----

Registered in the name of: City of Vancouver.

Right to Purchase - Tomekichi MOTOMOCHI 18/6/41. For $850.00
Int. 6%. Balance paid in full June 9,1944.

Sold to Mary Kohut for $1000.00 Cash as at May 16, 1944.

Title delivered to Registered Owner, Mary Kohut on
Aug. 4, 1944.

1943	
Jan. 4th	Mr. Spain's memo re chattels
1944	
Apr. 17th	Memo re Claims (Nil)
Aug. 2nd	Memo re Chattels Sold.

THIS FILE REQUIRES NO FURTHER ATTENTION.

Catalogue no. 207
File No.11330
567 Powell Street
19/42/196

Receipt of Certificate of tle No. 104880-L is by me hereby acknowledged and I agree that all adjusents and incidents in connection with the sale to me of property cored by the said certificate have been settled. Receipt is also acknowledi of Legal & General Asurance Societ Ltd. policy No. 13836 which habeen assigned to me, and cheque for $3.08 representing closing adjuments on sale to me of 567 Powell Street.

Dated at Vancouver, B. C, this 4th day of August 1944.

Mary Kohut.

File No. 11330.
Catalogue No. 207.

July 17th, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Tomekichi MOTOMOCHI
Lot 19, Blk. 42, D.L.
196, Gp. 1, N.W.D.,
Plan 196.

With reference to the above property which was recorded in the Vancouver Land Registry Office, dated June 19th, 1944, we enclose herewith the following documents in connection therewith.

1. Copy of application number 104878-L, dated June 17th, 1944, registering the property from City of Vancouver to Tomekichi MOTOMOCHI (Deed).

2. Copy of application number 104879-L, dated June 17th, 1944, registering the property in the name of the Custodian (Transmission).

3. Copy of application number 104880-L, dated June 17th, 1944, registering the property in the name of Mary Kohut (Deed).

4. Duplicate of Transmission dated May 31st, 1944.

5. Duplicate of Deed dated May 31st, 1944 - Secretary of State to Mary Kohut.

6. Certificate of Indefeasible Title No. 104880-L, dated July 13th, 1944, covering the above property in the name of Mary Kohut.

DAC:JS
Encls.

May 23rd, 1944

REAL PROPERTY MEMORANDUM

FILE NO: 11330

NAME: Tomekichi MOTOMOCHI

CATALOGUE NO: 207

RE: 567 Powell Street
Dwelling

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Lot 19, Block 42, District Lot 196, Group 1, New Westminster District, Plan 196

Encumbrances: 23699 M. 18/6/41. 10. A.M. Tomekichi Motomochi. Right to Purchase for $850.00 Int 6% Balance due of $268.57 and interest since December 1st, 1943, to be paid from proceeds of sale.

Taxes: 1943 taxes of $54.69 paid. No arrears.

Vested: No. 35317

VALUATION BY APPRAISER: $800.00

AMOUNT OF BID: $1,000.00

APPROVED BY ADVISORY COMMITTEE: May 4th, 1944

AMOUNT RECEIVED BY CUSTODIAN: $1,000.00

NAME OF PURCHASER: Mary Kohut

K. W. WRIGHT

KWW/JF

File No. 11320.
Catalogue No. 237.

May 23rd, 1944.

[redacted]

TO: Mr. E. V. Wright

FROM: Mr. D. A. Conner

Township MONTMORENCY - Reg. 40A33
City of Toronto
Lot 10, Blk. 42, D.L. 196, Sys. 1,
R.R.R., Plan 196. Certificate of
Yearlint Number 33717.

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

1. Original Certificate of Encumbrance.

2. Transmission in duplicate.

3. Deed in duplicate..... MARY KEMPP.

4. Copy of letter showing to whom sold and price paid for the property.

5. Memorandum from the Administration Department confirming valuation, and approval of Advisory Committee.

Certificate of Indefeasible Title Number 2566-4 is in the Registry Office.

D. A. Conner

DACONNER
Encls.

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

I, of the
of , in the Province of British Columbia,
make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part , and that of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at
in the Province of British Columbia, this
day of 19

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

Dated 1st May A. D. 1941

CITY OF VANCOUVER

AND

TOMEKICHI MOTOMOCHI

Agreement FOR SALE OF LAND

The Charles A. Sheard Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 27

Lot 19, Ex. So. 7',
Block 42,
District Lots 181 and 195,
Group 1, N. W.D.
Plan No. 196.

Law Department,
City Hall,
Vancouver, B.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I Hereby Certify that, on the day of , 194 , at
, in the Province of British Columbia,
(whose identity has been proved by the evidence on
oath of , who is) personally known to me, appeared
before me and acknowledged to me that the person mentioned in the annexed Instrument as
the maker thereof, and whose name subscribed thereto as part , that know the
contents thereof, and that executed the same voluntarily, and of the full age of twenty-one years.

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

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

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

DATE PAID	PRINCIPAL	INTEREST	PAID TO

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

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness "Ward Robson"

Street Address Room West, City Hall

City Vancouver B.C.

Occupation Clerk & Steno

"Tomekichi Motomochi"
PURCHASER

"J. W. Cornett"
MAYOR

"Fred Howlett"
CITY CLERK

FOR ATTORNEY

seal of
letter of
attorney

I Hereby Certify that, on the day of , 194 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of to the annexed instrument as the maker thereof, that the said is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

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

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

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

DECLARATION BY ATTORNEY

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

DO SOLEMNLY DECLARE THAT

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

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

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

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

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

Acknowledgment of Officer of a Corporation

I Hereby Certify that, on the day of , 194 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the of , and that he is the person who subscribed his name to the annexed instrument as of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

I hereby certify that the annexed document is a true copy of an Agreement for Sale of land entered into by the City of Vancouver as Vendor, and Tomekichi Motomochi as Purchaser, on the 1st day of May, 1941, with respect to Lot 19, Block 42, D. L. 196 in the City of Vancouver, the said document having been compared by me with an executed copy of said Agreement for Sale on file in the records of the Law Department of the City of Vancouver.

Given under my hand and seal at the City of Vancouver, Province of British Columbia this 6th day of November, 1942.

R. L. Rhoades Ellis

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

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia, and more particularly known and described as Lot Nineteen (19) except the South Seven Feet for highway purposes, Block Forty-two (42), District Lots One Hundred and Eighty-one (181), and One Hundred and Ninety-six (196), Group One (1), New Westminster District, according to Plan No. 196 deposited in the Land Registry Office, City of Vancouver, Province aforesaid.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of eight hundred and fifty ($850.00)----------Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of two hundred and fifty ($250.00)----------Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

In equal consecutive quarterly payments of seventy-five ($75.00) each during the currency hereof until the balance of the said purchase-price, namely, six hundred dollars ($600.00) shall have been paid in full, the first of said quarterly payments to become due and payable on the first day of August, A.D. 1941;

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

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

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

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

but subject to the payment by the Purchaser of all taxes, rates, levies, local-improvement assessments or rates, or other charges whatsoever, whether municipal, provincial, federal or otherwise, now charged or chargeable, or hereafter to be charged upon or against the said land and premises, or against or by the City of Vancouver in respect thereof, from the first day of May A. D. 1941;

~~AND ALSO [illegible] for the [illegible]~~ and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

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

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

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

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

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

Tomekichi Motomochi, Esq.,
119 Main Street,
Vancouver, B.C.

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

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND 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 context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.