

12085-



REAL ESTATE

BUREAU POWELL STREET

FILE NO. 12085.

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: KUDO Frank Saisuke

HOME ADDRESS: 2050 Alma Road, Vancouver, B. C.  
former address: 2245 W. 5th Ave., Vancouver.

REGISTRATION NUMBER 07753 SEX: Male AGE: 53

OCCUPATION: Electrical Masseuse, Medical Arts Bldg.,

825 Granville St., Vancouver. Business is now sold.

(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: self

MARRIED? yes

NAME OF WIFE OR HUSBAND: Toko

ADDRESS OF WIFE OR HUSBAND: same as above

NAMES OF ANY LIVING CHILDREN: 1. Arthur Akira (M) 2. George Banzo (M) 3. Irene Haruko (F)

4. Jack Mitsuo (M) 5. Ethel Teruko (F) 6. Cathreen Fumiko (F)

ADDRESS OF CHILDREN: 1. 14 Mile Ranch, Hope, B. C. 2. to 6. same as above

AGE OF CHILDREN: 17, 16, 16, 12, 10, 4 yrs.

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

1. LOCATION AND DESCRIPTION: 2050 Alma Road, ~~Vancouver~~ Ex City of Vancouver, Lot "D" of lots 13 and 14, in block 27, district lot 540, Group 1, New Westminster District, Map 4872.

2. BUILDINGS AND OTHER IMPROVEMENTS: One 6 room, 2 storey, wooden house, one garage.

3. INSURANCE (Give particulars; state where policies are) British Canadian Insurance Co. \$2500.00. Policy #unknown, policy in hands of Canada Permanent Mortgage Corporation.

4. TAXES (Amount and where payable) \$219.88 payable City of Vancouver, 1941 paid.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Canada Permanent Mortgage Corporation. Balance of \$1096.90 still to be paid.

\$500.00 to Sampo SUGIURA, Shimpe KATSUKAWA, Kizo IWAI, and Senso NISHIO ~~but~~ former owners of the property. Mr. Sugiura is in Edmonton, the other three are in Japan.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by declarant, when he is evacuated the property will be put in the hands of Adam Smith Johnston, Barrister & Co., 511 Royal Bank Bldg., Vancouver, for rent.



7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Permanent ~~REAL~~ Mortgage Corporation  
Sampel SUGIURA, Shime KATSUKAWA  
Title documents in hands of Canada  
Kiso Iwai, and Sampo NISHIO (A)

9. IF FARM LAND STATE CROPS SOWN

none

#### STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

none

2. LANDLORD'S NAME AND ADDRESS:

none

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

none

4. STATE WHEREABOUTS OF LEASE:

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

none

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

none

#### STATEMENT OF PERSONAL PROPERTY OWNED:

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

2050 Alma Road, Vancouver, B. C.

3 pc. chesterfield suite, 8 piece dining suite (old), 1 sleeping

couch, 1 tea wagon, 1 lamp stand, 1 double bed (jumper king mattress), 2 double

beds & springs, 1 end table, 1 baby crib, 1 bureau, 2 kitchen tables, 6 kitchen

chairs, 1 bookcase, 1 coffee table, 1 kitchen cabinet, 1 umbrella stand, 1 coat

hanger, 1 high chair, 1 small table, 1 step ladder, 2 trunks, 7 wooden boxes.

These things will be left in the house at the above address, and the  
key will be given to Adam Smith Johnston, Barrister &c., 511 Royal Bank Bldg.

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

none

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

CLAIM ON ANY SUCH PROPERTY

none



4. INSURANCE CARRIED ON ABOVE PROPERTY: The Ocean Accident & Guarantee Corporation Ltd., (H. J. Voysey, 302 Royal Trust Bldg., 626 Pender St., Van.)  
\$1000.00 Policy #6115062, in own possession

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

\_\_\_\_\_ none

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

\_\_\_\_\_ none

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

\_\_\_\_\_ none

8. BANK ACCOUNTS: Royal Bank of Canada, Robson & Granville. \$27.00.  
Savings Account #6881.

9. LIFE INSURANCE: Manufacturers Life Insurance Co. \$1000.00.  
Policy #583184. Beneficiary wife, Toko. Policy in own possession.

10. INTEREST IN ANY ESTATES OR TRUSTS. \_\_\_\_\_

\_\_\_\_\_ none

11. SAFETY DEPOSIT BOX: \_\_\_\_\_

\_\_\_\_\_ none

#### LIABILITIES:

1. PERSONAL DEBTS: \_\_\_\_\_

\_\_\_\_\_ none

\_\_\_\_\_ ~~2222~~

2. TRADE DEBTS: \_\_\_\_\_

\_\_\_\_\_ none

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

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

Dated this 13th day of August 1942.

(Signature)

J. J. Kudo

D. M. Chope  
 Witness

FOR DEPARTMENTAL USE \_\_\_\_\_



12085  
INFORMATION FROM R.C.M.P.

DATE January 7, 1943

Our File No. 12085

Full Name KUDO, Frank Saisuke  
(Surname in Block Letters)

Registration No. 07753

Male - Female  
(Check)

Age March 5, 1889

Former Address 2245 W. 5th Avenue, Vancouver, B. C.

2050 Alma Road, Vancouver, B.C.

Date Evacuated ? (April or August)

Naturalized - Canadian-Born - National  
(Check)

Present Address Tashme, B.C.

C/o Sun Valley Lodge, Trout Lake, St. Agathe, Que.

C/o 156 Hillside Ave., Westmount, Montreal, Que.

Married - Single  
(Check)

Name of Wife Toko - 07754

Name of Husband \_\_\_\_\_

Name of Mother \_\_\_\_\_

Name of Father \_\_\_\_\_

Names of Children under 16 George Hanzo (M) March 8/26

Irene Haruko (F) March 8/26; Mitsuo (M) March 16/30; Teruko (F) August 28/31; Catherine

Fumiko (F) Aug. 8/38.

Requested by B. McKim

Registered with Custodian Yes  
(Yes or No)

Additional Information House & Lot - 2050 Alma Road.

2 Cars

Massue (Electrical)



12085

April 13th, 1949.

Mr. Frank Saisuke KUDO,  
Reg. No. 07753,  
156 Hillside Avenue,  
Westmount,  
Montreal, Quebec.

Dear Sir:

Personal goods now in Custodian storage include photos and albums listed in the name of F. S. Kudo.

If these items belong to you and you wish to receive them, please inform the Custodian on or before May 10th next, giving your full name and address for shipment. This shipment will be without cost to you.

Failing to hear from you by the above date, the Custodian will assume that you have no interest in these goods and will dispose of them at his discretion.

In addition to the goods listed as belonging to yourself and others, there are various unidentified shrines, notes, trophies, photographs and papers, which will be abandoned as of no value unless evidence of ownership is submitted to the Custodian on or before June 30th, 1949.

We would appreciate hearing from you regarding this matter by return mail and a stamped addressed envelope is enclosed for your reply.

Yours truly,

W. J. Johnston,  
Office of the Custodian.

WJJ/ER  
Enc. 1



12085

March 28, 1946.

Mr. Frank Saisuke Kudo,  
Reg. No. 07753,  
156 Hillside Avenue,  
Westmount,  
Montreal, P.Q.

Dear Sir:

We thank you for the remarks contained on the back of our letter to you of March 7, and enclose a cheque for \$51.76, being the balance of funds standing to your credit on our books.

From time to time you have been advised in regard to the administration of your affairs and this now being completed, it is felt that you would now appreciate being supplied with a brief summary.

As you are aware, the policies in regard to the management and subsequent liquidation of your property were decided upon by the Government of Canada, and while the problem was a difficult one for all concerned, we can assure you that it has been the aim of this office to carry out those policies in as careful and fair a manner as possible.

It will be recalled that in August, 1942, you placed your property at 2050 Alma Road, Vancouver, in the hands of Mr. Adam Smith Johnston, Solicitor, you having rented the premises to Mr. J. Riley for \$35.00 per month, commencing September 15, 1942. This rental was paid until mid July, 1943, when Mr. Riley decided to apply to the Rental Control Board for a reduction in rent as he considered he was paying too much for the premises. The Rental Control Board ascertained that the house, prior to your purchasing same, had been rented in June, 1940, for \$25.00 per month, and this was established as the basic date and rental. In their decision they stipulated that the revised rental be made retroactive to the commencement of the tenancy in September, 1942. You were fully advised of the above action of the Rental Control Board at that time.

During the period of tenancy, and up to the time the property was sold, namely, October, 1943, a total of \$58.32 was expended on interior decoration and repairs, \$55.32 of this being incurred when the tenant took over the property in September, 1942, such expense being agreed to by you with your Solicitor.



Mr. Frank Saisuke Kudo.

- 2 -

March 23, 1946.

The property was sold as of October 5, 1943, for \$2125.00 cash, and you will recall that you agreed to this figure in your letter of October 1, 1943, to Mr. Johnston, your Solicitor. We may say that the price obtained was in excess of independent valuations made. The net proceeds from the sale were \$849.26 as, under the Agreement for Sale when you purchased the property in June, 1942, there was a sum of \$289.43 which had to be paid to the unpaid vendors and \$832.70 to the Mortgagees, Canada Permanent Mortgage Corporation. A detailed statement, showing the above net sale proceeds, was enclosed with our letter of March 5, 1946, together with statement of your account.

Regarding chattels, although you originally declared some goods on August 24, 1942, you advised us that you had sold all your furniture with the exception of six boxes and two trunks. These were removed to our warehouse. In accordance with our Custodian Release Form signed by you on February 3, 1943 requesting that Box No. 6, containing kitchen utensils, be shipped to Mr. Magobei Ishida at Rosebery, B. C., this box, together with Box No. 2 containing chinaware, was shipped to Mr. Ishida. The remaining chattels were sold by auction in December 1944, and December 1945. In this connection we thank you for returning the copy of our letter of March 7, 1946, which gives a full explanation of what happened to your chattels and we have your agreement that we have accounted for all goods left in our care.

We refer briefly to the matter of the \$11.00 and portable massage machine which Miss J. P. Sutherland (who purchased your electrical massage practice) disputed as owing to you, as in view of your remarks on the back of our letter of March 7, 1946, to the effect that to avoid further trouble you wished this matter dropped, no further comment is necessary by us.

Your credit balance, in July 1944, was \$612.58 and of this amount, you requested us, on July 20, 1944, to refund to the Department of Labour, Japanese Division, \$200.00 to reimburse them for funds advanced by them and this was done. A cheque for the balance, namely \$412.58, was forwarded to you on August 21, 1944. Since that date, chattels owned by you have been sold and detailed auction sheets forwarded to you, net proceeds totaling \$56.76. Of this amount, as advised you in our letter of January 26, 1945, \$5.00 was charged to your account to take care of advertising charges not previously debited. This leaves a balance of \$51.76, which agrees with the amount previously advised you, and for which our cheque is enclosed. As there is now nothing left in your account, it is being closed, together with your file.

It would appear that we have accounted for all the property of every kind left by you in the protected area which vested in the Custodian, and in order that you may confirm this and acknowledge the cheque we are enclosing a stamped and addressed envelope for your convenience in replying.

Yours truly,

P. Douet,  
Administration Department

PD/AC  
Enc. 2



CANADA

DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6181

PLEASE REFER TO

FILE NO. 12085

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

March 7th, 1946.

Mr. Frank Saisuke KUDO,  
Reg. No. 07753,  
156 Hillside Avenue,  
Westmount, Montreal, P. Q.

Dear Sir:

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | MAR 23 1946 |
| File No.           |             |
| Ans.               |             |
| Referred           |             |

We have written you under separate cover respecting chattels and on going through your file we observe that in August 1942 you stated that you had sold your electric massage practice to a Miss P. Sutherland but that one portable massage machine was not sold with the practice and had not been returned by Miss Sutherland. You also declared that the above had failed to turn over to you about \$30.00 representing your percentage of the treatments given. You stated that the matter had been put into the hands of your lawyer, Mr. Drost, but on talking to him we gather that this matter was not pursued, as apparently Miss Sutherland made some counter claims through her lawyer.

We would mention that in February 1943 we received from Credit Protectors Limited a cheque for \$11.00, which is made up as follows:

|  |         |          |
|--|---------|----------|
| Paid to Credit Protectors Ltd. by Miss G. Lawrence (in full) |         | \$24.00  |
| Less Commission  | \$ 8.00 |          |
| Less account rendered re Miss Sutherland                     | 5.00    | 13.00    |
| BALANCE  |         | \$11.00. |

This was credited to your account and shown under date of February 10, 1943 "Accounts Collected" in the statement of your account sent with our letter of March 5, 1945. Credit Protectors Limited inform us that their charge of \$5.00 was a nominal one for the work they performed on your behalf in endeavoring to obtain payment from Miss Sutherland.

In order to clear our file with regard to this matter of Miss Sutherland, as apparently the matter was not pursued by you we would appreciate receiving a short note from you to this effect. In this case, also, we are attaching an extra copy of this letter and if you care to make a remark at the foot of the letter and sign same, this will be sufficient for our requirements.

As with the case of chattels, it is only because we are reviewing your file and closing same that we need a final comment from you on this matter.

Yours truly,

P. Douet,  
Administration Department

PD/ER  
Attach.1



Thank you very much

Report to Miss O. Sutherland case. As to  
avoid further trouble upon your and  
on my part. I claim the case to  
be dropped.  
I wish to express my sincere thanks  
for your kind co-operation. I remain,  
Yours truly



C  
O  
P  
Y

12085, 11154,  
Int. No. 721

January 3, 1944.

Mr. Frank Saisuke KUDO,  
Registration No. 07753,  
Tashme, B. C.

Dear Sir:

Re: Catalogue No. 21  
2050 ALMA ROAD  
D/13&14/27/540

2050 Alma Road has been sold for the price of  
\$1500.00

In order to clear title it was necessary to pay several sums of money. Firstly, there was a mortgage of the Canada Permanent Mortgage Corporation and it cost \$895.23 to release this. Taxes amounting to about \$260.00 were outstanding and had to be paid and there was still outstanding and due to Sanpei Sugiura, Shimei Katsukawa, Kizo Iwai and Semzo Nishio approximately \$290.00. Agent's commission on the sale amounted to \$106.25 and these amounts total nearly \$1550.00, leaving just over \$570.00 to go to your credit. This sum has been placed to your credit and is available to you in the usual way.

Yours truly,

P. H. Russell,  
Administration Department.

PHR/ MA  
cc B. C. Security Commission



OFFICIAL RECEIPT B.C. No 269520

CANADA PERMANENT MORTGAGE CORPORATION

BRITISH COLUMBIA BRANCH OFFICE 432 RICHARDS STREET

LOAN NO. 3534

Vancouver, November 19, 1943

RECEIVED

FOR

Ck- - - - -Eight Hundred & Eighty-Two <sup>70</sup> DOLLARS

PROCEEDS TO BE APPLIED

ON ACCOUNT OF

2050 Alma Rd. Frank S. Kudo

MORTGAGE

AS PER STATEMENT HEREON.

| PRINCIPAL | INTEREST | SAVINGS PLAN     | FEES              | TOTAL  |
|-----------|----------|------------------|-------------------|--------|
| \$ 855.05 | \$ 8.60  | Cons'd.<br>16.05 | Discharge<br>3.00 | 882.70 |

Custodian of Enemy Property

*A.L. Purdie*  
MANAGER  
INSPECTOR  
ACCOUNTANT

*M.P. Lander*  
TELLER

NO RECEIPT IS VALID UNLESS COUNTERSIGNED BY THE TELLER AND ANOTHER OFFICER  
FORM 350, B.C.



File 721.

November 17th, 1943.

MEMORANDUM

To: Mr. P. H. Russell,

From: Mr. K. W. Wright.

Re: 2050 Alma Rd., F. S. Kudo

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | NOV 17 1943 |
| File No.           |             |
| Ans.               |             |
| Referred           |             |

Attached please find Mr. Adam Smith Johnston's letter of the 10th instant, with enclosures as stated.

We agree with Mr. Johnston's statement showing the sum of \$289.43 owing to Sampei Sugiura, Shimpei Katsukawa, Kizo Iwai, and Senzo Nishio, as the balance under the Agreement of Sale from them to Mr. F. S. Kudo.



  
MS  
Attach.





# ENEMY SECTION

Rec'd NOV 16 1943  
 File No. 72  
 Ans'd Mr. Peers  
 Refer'd

ADAM SMITH JOHNSTON

BARRISTER-AT-LAW  
 SOLICITOR, ETC.

511-12 THE ROYAL BANK BUILDING  
 VANCOUVER, B. C.

# EVACUATION SECTION

Rec'd NOV 15 1943  
 File No. 12085  
 Ans.  
 Referred Wright  
November 10, 1943

The Custodian,  
 Japanese Evacuation Section,  
 506 Royal Bank Building,  
 Vancouver,

# ENEMY SECTION

Rec'd Attention of Mr. K. W. Wright

Dear Sir:

Re: Premises 2050 File No. 24, F. S. Kudo

Following my correspondence herein regarding your communication of the 14th of October last, I might state that I have perused my letters herein and find that there were typographical errors in the statement which I sent you dated the 30th of August, 1943, and I now enclose herewith corrected statement and memorandum to date, which shows a balance due to Mr. Kudo of \$289.43, and I would be glad if you would let me know if this statement meets with your approval and corresponds with the records in your department.

Yours very truly,

*Adam Smith Johnston*

ADAM SMITH JOHNSTON

ASJ:C  
 ENCL. 1



Corrected statement and memorandum re  
purchase of property known as:

Lot "D" of Lots 13 and 14,  
Block 27,  
District Lot 540,  
Group 1, N.W.D.,  
Plan 4872.

From

SAMPEI SUGIURA, SHIMPEI KATSUKAWA,  
KIZO IWAI and SENZO NISHIO

To

FRANK S. KUDO

Pursuant to Agreement for sale dated the 30th  
of June, 1942, Total Purchase Price \$1800.00.

|  |                  |
|--|------------------|
| Cash payment .....   | \$100.00         |
| By assumption of a Mortgage in favor of<br>Canada Permanent Mortgage Corporation<br>dated 7th April, 1925.....   | 1200.00          |
| Balance (to be paid on demand, less out-<br>goings & expenditures up to and in-<br>cluding 30th June, 1941 ..... | 500.00           |
|  | <u>\$1800.00</u> |

About the month of June, 1941, it was agreed between the above named parties  
that Mr. Kudo would take care of the Mortgage and also pay the taxes for  
1940 and 1941 and, from the records, it appears that Mr. Kudo paid taxes on  
the above mentioned property for the years 1940 and 1941, as follows:

|  |          |
|--|----------|
| 1940 Taxes .....   | \$ 78.38 |
| 1941 Taxes (half of amount of \$72.38 is<br>allowed Mr. F.S.Kudo by reason of<br>his Agreement with the above named<br>Vendors)..... | 36.19    |

and also paid

|  |                 |
|--|-----------------|
| Water rates for 1940 - \$14.00, and half<br>water rates to June 30, 1941 - \$7.00...   | 21.00           |
| Expenses out-of-pocket up to and includ-<br>ing 30th June, 1941 in regard to look-<br>ing after property and expending<br>monies in connection with same, said<br>sums agreed upon between the Vendors<br>and Mr. Kudo, the said Vendors acting<br>through their agent, Sampei Sugiura -<br>including interest, legal fees re title<br>etc., ..... | 75.00           |
|  | <u>\$210.57</u> |

This amount of \$210.57 deducted from the sum of \$500.00, as per Agreement,  
leaves a net balance due by Mr. F. S. Kudo of \$289.43.

|                    |             |
|--------------------|-------------|
| EVACUATION SECTION |             |
| Rec'd              | NOV 15 1943 |
| File No.           |             |
| Ans.               |             |
| Referred           |             |

|               |          |
|---------------|----------|
| ENEMY SECTION |          |
| NOV 16 1943   |          |
| Rec'd         |          |
| File No.      |          |
| Ans'd         |          |
| Refer'd       | MR. Kudo |



December 10, 1943

Mr. John Wiley,  
200 Elm Street,  
Baltimore, Md.

Dear Sir:

Re: Rent for 200 Elm Street, Baltimore, Md.

With respect to my client's claim against you for rental arrears in respect to the above named premises, I would refer you to my previous letter herein in which it was pointed out that the last payment of rental which you made was on the 15th of June, 1943, which was of \$25 and was paid for rental up to and including the 15th of July, 1943.

You will distinctly remember that you made your own agreement with Mr. Charles Howard, agent for Mr. Feltz, to rent these premises for \$25 per month, payable in advance, and after you had been there for nearly a year you still later advised me that stated that you were being charged more rental than provided by the Rental Control Board. I have taken the matter up with the Controller's Office and also the Rental Control Board and it appears that the maximum rental for the premises is \$25 per month, instead of \$35 per month, which would mean a rebate to you of \$10 per month from the time you occupied the premises, namely the 15th of September.

From the 15th of September, 1943 until the 15th of June, 1944, you have made ten payments of \$25, and by allowing you a rebate of \$10 per month for ten months this would amount to \$100 and, at the rate of \$25 per month, you would be credited with payments for rental in respect to the said premises due on the 15th days of July, August, September and October, 1943, respectively, and there will be a payment of rental in advance due by you amounting to \$25 payable on the 15th day of November, 1943. It is, therefore, necessary that you make arrangements to see that this payment is made not later than the last mentioned date.

Kindly give this matter your attention on the 15th instant.

Yours very truly,

  
JOHN WILEY



File No. 12085 (Evac)

November 6th, 1943

MEMORANDUM

TO: MR. P. H. RUSSELL  
FROM: MR. K. W. WRIGHT  
RE: Frank S. KUDO

In reply to your memo of the fifth instant, we do not agree that the amount due to Sanpei SUGIURA, Shimei KATSUKAWA, Kiza INAI, and Senzo NISHIO is \$166.24.

You will note that Mr. Adam Smith Johnston's statement is added incorrectly, and that Taxes and Water Rates should be adjusted as at June 30th, 1941, and not December 31st, 1941, as shown on the Statement. We give below a corrected Statement, showing the amount due under the un-registered Agreement of Sale as \$289.43.

Balance of purchase price as shown on Mr. Johnston's statement - \$500.00

|      |  |              |                 |
|------|--|--------------|-----------------|
| Less | 1940 Taxes                             | 78.38        |                 |
|      | $\frac{1}{2}$ of 1941 Taxes            | 36.19        |                 |
|      | Water Rates for 1940                   | 14.00        |                 |
|      | Water Rates for 1941 ( $\frac{1}{2}$ ) | 7.00         |                 |
|      | Interest, legal fees<br>etc.           | <u>75.00</u> |                 |
|      |  |              | <u>210.57</u>   |
|      |  |              | <u>\$289.43</u> |

  
K. W. WRIGHT





C O P Y

Vashme, B. C.  
October 1, 1943

Adam Smith Johnston,  
Barrister-at-Law,  
511-12 Royal Bank Building,  
Vancouver, B. C.

Dear Sir:-

Re: 2050 Alma Road, Vancouver, B. C.

I wish to acknowledge with thanks your letter of 25th ult., and wish to reply that I am willing to accept the recommendation for the sale of my property and house of \$2125.00. I wish to leave this business transaction in your hands.

Please be kind enough to let me know, at your earliest convenience, if and when this sale is closed.

And further, I wish to reply that I hereby give you the power for taking legal action against James Riley, tenant of my house, for collecting arrears of rental and balance owing on the furniture.

Yours very truly,

"Frank S. Kudo"

FSK:eo

FRANK S. KUDO



MEMORANDUM re Purchase of Property known as

Lot "D" of Lots 13 and 14,  
Block 27,  
District Lot 540,  
Group 1, N.W.D.,  
Plan 4972.

From

SAMPEI SUGIURA, SHIMPEI KATSUKAWA,  
KIZO IWAI and SENZO NISHIO

To

FRANK S. KUDO

Pursuant to Agreement for Sale dated the 30th of June, 1942.  
Total Purchase Price \$1800.00.

|  |                  |
|--|------------------|
| Cash payment .....   | \$ 100.00        |
| By assumption of a Mortgage in favour of<br>Canada Permanent Mortgage Corporation<br>dated 7th April, 1925 .....   | 1200.00          |
| Balance (to be paid on demand, less out-<br>goings and expenditures up to and in-<br>cluding 30th June, 1941 ..... | 500.00           |
|  | <u>\$1800.00</u> |

About the month of June, 1941, it was agreed between the above named parties that Mr. Kudo would take care of the Mortgage and also pay the taxes for 1940 and 1941 and, from the records, it appears that Mr. Kudo paid taxes on the above mentioned property for the years 1940 and 1941, as follows:

|  |                 |
|--|-----------------|
| 1940 Taxes .....   | \$ 78.38        |
| 1941 Taxes .....   | 72.38           |
| and also paid  |                 |
| Water rates for 1940 and 1941 .....  | 28.00           |
| Expenses out-of-pocket, up to and including<br>30th June, 1941, in regard to looking<br>after property and expending monies in<br>connection with same, said sums agreed<br>upon between the Vendors and Mr. Kudo,<br>the said Vendors acting through their<br>agent, Sampei Sugiura - including interest,<br>legal fees re title, etc., ..... | 75.00           |
|  | <u>\$353.76</u> |

253.76

DATED August 30th, A.D. 1943



ADAM SMITH JOHNSTON

BARRISTER-AT-LAW  
SOLICITOR, ETC.

511-12 THE ROYAL BANK BUILDING  
VANCOUVER, B. C.

September 25, 1943

*to file*

|                    |               |
|--------------------|---------------|
| EVACUATION SECTION |               |
| Rec'd              | SEP 27 1943   |
| File No.           | 12085         |
| Ans.               | <i>ms</i>     |
| Referred           | <i>Wright</i> |

*sent to Russell*

|          |                 |
|----------|-----------------|
| Rec'd    | SEP 27 1943     |
| File No. |                 |
| Ans.     |                 |
| Referred | <i>MR Skene</i> |

The Custodian,  
Japanese Evacuation Section,  
506 Royal Bank Bldg.,  
Vancouver, B. C.

Attention of Mr. K. W. Wright

Your File No. 12085

Dear Sir: re: F. S. Kudo - 2050 Alma Rd., Vancouver, B.C.

Following your instructions of the 23rd instant, I am now in communication with the Rental Control Board of this City to clarify the matter of rentals due by Mr. Riley to Mr. Kudo in respect to the above mentioned premises and, upon receipt of a ruling from the Rental Control Board, will advise you accordingly.

In respect to the proposed sale of the above mentioned premises by your Department, I would refer you to my communication of the 21st instant enclosing a copy of a letter bearing date the 16th inst., received from Mr. Kudo, in which he indicated that the selling price be \$2200.00.

I understand from your Department that there is a cash offer of \$2125.00 submitted for the purchase of the said property and which offer has been recommended for acceptance, out of which purchase price would have to be paid the usual commission of 5%, namely \$106.25, which would leave a net price to Mr. Kudo of \$2018.75, subject, however, to deductions regarding adjustment of taxes, water rates, and the balance due in respect to a mortgage on the said property in favour of the Canada Permanent Mortgage Corporation amounting to \$855.05 and interest as and from the 1st of July, 1943.

As and when your Department has concluded the sale herein of the said property, I would be glad if you would advise the writer so that I might inform Mr. Kudo accordingly.

Yours very truly,

*Adam Smith Johnston*  
ADAM SMITH JOHNSTON

ASJ:G



12085

23rd September, 1943

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

Dear Sirs:

Re: Catalogue No. 21  
2050 Alma Road.

Further to our letter of the 17th instant in connection with your client's offer to purchase the above property for \$2,125.00, we now wish to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely \$1,912.50.

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 the existing tenancy, and your client will then be in a position to assume control of this property.

Yours truly,

P. G. Shears,  
Director.

*Received*  
RMH



Internee File No. 721  
Evacuee File No. 11154  
" " " 12085

September 14th, 1943

MEMORANDUM

TO: MR. K. W. WRIGHT

FROM: MR. G. H. PEERS

REVIEW OF FILES re 2050 Alma Road, Vancouver, B. C.  
Lot D of Lots 13 and 14, Block 27  
D.L. 540, Group 1, NWD, Map 4872.

TITLE: Sampei SUGIURA (Evacuee) Shimpei KATSUKAWA, Kizo IWAI and Senzo NISHIO (last three in Japan).  
Mortgage in favor of Canada Permanent Mortgage Corporation dated 1/4/30, \$1300.00 at 8 per cent. Vested in the Custodian.

A document (copy on Evacuee File No. 12085) purporting to be an Agreement of Sale in favor of Frank S. KUDO, covering the property. Sale price \$1800.00, payable \$500.00 on demand, less expenditures, taxes, interest, etc., up to June 30th, 1941, and assumption of mortgage of \$1200.00. The document is dated June 30th, 1942, and signed by Sugiura, and also by Sugiura as Attorney for the other three registered owners, resident in Japan. At the date of the transaction, July 1st, 1941, the balance owing on the mortgage amounted to \$1096.90 and not \$1200.00.

VALUATIONS: Messrs. Johnson, Reeve & Watson, (not on File) - \$1300.00  
Pemberton Realty Corp Ltd., (on Internee File 721) - \$2100.00

ASSESSED VALUE - Land - \$410.00 - Improvements - \$1800.00 - Total - \$2210.00

If we are to accept the sale to Kudo as valid in the event that we sell this property, he should be paid the balance above the mortgage and the amount still owing under the Agreement of Sale.

|   |                 |
|---|-----------------|
| Agreement of Sale   | \$1800.00       |
| Less Mortgage Assumed   | 1096.90         |
|   | \$ 703.10       |
| Payment   | 100.00          |
| Less taxes & water rates to June 30/41, stated in A.S. Johnston's letter to Kudo on Sept. 9/43, to be | 135.57          |
|   | <u>\$467.53</u> |



Internee File No. 721  
Evacuee File No. 11154  
12085

-2-

September 14th, 1943

Unpaid taxes for 1942 and 1943, payable by Kudo amount  
to \$309.31.

It would appear that Kudo has paid nothing to date ex-  
cept taxes and has lived in the house from July 1st, 1941, to the date  
of evacuation and rents since that date have been credited to his  
account and distributed for expenses of the property.

*E. H. PEERS*  
E. H. PEERS

GHP/JY



ADAM SMITH JOHNSTON

511-12 Royal Bank Building,  
Vancouver, B. C.  
September 8, 1943

The Custodian,  
Japanese Evacuation Section,  
506 Royal Bank Building,  
Hastings & Granville,  
Vancouver, British Columbia

Attention of Mr. K. W. Wright

Dear Sir:      re: 2050 Alma Road, Vancouver, B.C., F.S. Kudo

Following my letter to you of the 27th of August, 1943, I have now received a letter from Mr. Kudo bearing date the 30th of Sept., 1943, a copy of which I enclose herewith, which indicates that Mr. Kudo as owner under an Agreement for Sale from the Vendors, namely Sempel Sugiura, Shimpei Katsukawa, Kiso Iwai and Senzo Nishio, occupied the above mentioned premises on the basic date, namely the 11th of October, 1941, and naturally no rent was payable and, without consultation with this office, Mr. Kudo and his agent, Chris Morsund, and Mr. James Riley entered into an Agreement whereby James Riley would occupy the said premises at a rental of \$35.00 per month, payable in advance, and this rental was continued by Mr. Riley rather punctually until the 15th of July, 1943, when he failed to make his payment of rental, and there are now rentals for two months, namely the 15th of July and 15th of August, 1943, due and owing by Mr. Riley.

It also appears that prior to evacuation of Japanese from the coastal regions, Mr. Riley agreed to purchase furniture from Mr. Kudo in the said premises for the sum of \$90.00 on which there was paid \$40.00, leaving a balance due Mr. Kudo of \$50.00 and Mr. Kudo now informs me that this balance of \$50.00 is still due and unpaid as per his letter of the 30th of August, 1943, a copy of which is enclosed herewith.

Mr. P. H. Russell of your Administration Department requested the data in Paragraph 2 of my letter to Mr. Kudo, of even date, copy of which is enclosed herewith, with reference to the balance due the Vendors from Mr. Kudo in the amount of \$500.00, less outgoings, etc.

I have written Mr. Riley per concurrent post regarding his arrears of rental in respect to the said premises and would be glad if you would give the matter of dealing with the recovery and payment of the arrears of rental due and owing by Mr. Riley your early consideration and you might also let me know if there is any probability of immediate sale of this particular property and what is the upset price placed on the said property.

ASJ:C  
ENCL. 3

Yours very truly,  
ADAM SMITH JOHNSTON



September 9, 1943

F. S. Kudo, Esq.,  
Tashme, British Columbia

Dear Sir: re: Premises 2040 Alma Road, Vancouver, B.C.

This will acknowledge receipt of yours of the 30th ultimo making statement in regard to outgoings and expenditures in connection with the above mentioned premises which you agreed to purchase from Sempel Sugura, Shinsai Katsukawa, Kizo Iwai and Senzo Nishio pursuant to Agreement for Sale dated the 30th of June, 1942. It appears from the terms of the said Agreement that the total purchase price was \$1800.00. \$100.00 cash, \$1200.00 by the assumption of payment of a Mortgage in favour of the Canada Permanent Mortgage Corporation which is dated the 7th of April, 1925 and \$500.00 balance to be paid on demand, less out-goings and expenditures of yourself up to and including the 30th of June, 1941.

It appears from the records which you left with me before your departure for Tashme that the following payments were made by you out-of-pocket in connection with the said premises:

|  |                 |
|--|-----------------|
| 1940 Taxes   | \$72.38         |
| 1941 Taxes   | 72.38           |
| 1940 and 1941 Water Rates  | 28.00           |
| Out of Pocket expenses up to and including the 30th of June, 1941, in regard to looking after property and expending monies in connection with same, said sums agreed upon between the Vendors and Mr. Kudo, the said Vendors acting through their agent, Sempel Sugura, including interest, legal fees re title, etc. | 73.00           |
|  | <u>\$333.76</u> |

which would leave a balance due from yourself to the above named Vendors of \$156.24.

A copy of this letter is being sent to the Custodian so that the records in the Custodian's office will indicate what equity the Vendors have in the said property. You will note that according to your Agreement with the Vendors that you are only entitled to deduct your out-of-pocket expenses in connection with the property up to and including the 30th of June, 1941.

When the property is sold by the Custodian's office, there will be a first charge consisting of the Mortgage in favour of the Canada Permanent Mortgage Corporation and I am informed that the balance in respect to this Mortgage is the sum of \$855.05 and interest as from the 1st of July, 1943. After the Mortgage and Taxes and other rates and assessments have been paid in respect to the said property, the sum of \$156.24 would have to be credited to the Vendors, and the balance of the sale price would, of course, be placed to your credit in the Custodian's office.



As to the sale of the said premises, I note that you do not wish Mr. Chris Morsund to take any part and that you would like the writer to act as your solicitor in any business relative to the above mentioned premises and I have so advised the Custodian.

Re: Furniture Sale to Mr. Riley. Following my letter to you of the 27th of August, 1943, regarding the fact that the present tenant in the said premises, Mr. James Riley, has failed to pay his rentals which fall due on the 15th of July and the 15th of August, respectively, amounting to \$70.00, I note in your letter that this tenant is still indebted to you in the sum of \$50.00 on account of furniture which he acquired from you before your evacuation from this City and I have, per concurrent post, made a demand upon Mr. James Riley to pay this amount forthwith and will give this matter of collecting the balance due to you in respect to the furniture my continued attention and will keep you advised as to the results of my efforts in this regard.

I also note that, with regard to the basic rental rate as at the 11th of October, 1941, you were occupying the house as owner under an Agreement for Sale from the aforementioned Vendors and, therefore, no rent was paid and it appears now that Mr. Riley is trying to take advantage of the Rental Control Board regulations and is inferring that he wants to back out of his agreement to pay the agreed rental of \$35.00 per month pursuant to arrangements made between your Agent, Chris Morsund, James Riley and yourself, contending that places of a similar nature in the surrounding district are renting for \$25.00 per month. I am, however, referring the question of rental and arrears thereof to the Office of the Custodian who will, no doubt, confer with the Rental Control Board with a view to clearing up this matter.

If there is any further information which you desire or any additional data which you wish to supply herein, I would be glad to hear from you.

Yours very truly,

ADAM SMITH JOHNSTON

AMJ:C



ADAM SMITH JOHNSTON

BARRISTER-AT-LAW  
SOLICITOR, ETC.

511-12 THE ROYAL BANK BUILDING  
VANCOUVER, B. C.

August 27, 1943

12085  
(my book number)

The Custodian,  
Japanese Evacuation Section,  
506 Royal Bank Building,  
Hastings & Granville,  
Vancouver, British Columbia

Attention of Mr. K. W. Wright

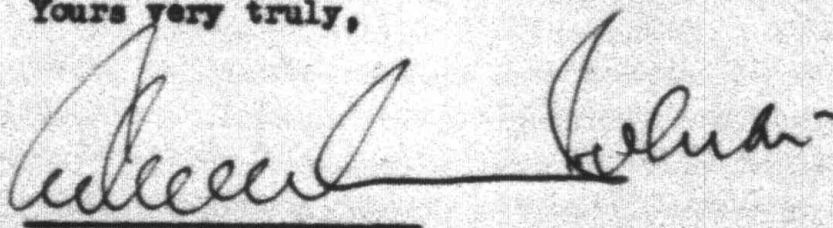
Dear Sir: re: 2050 Alma Road, Vancouver, B.C. F. S. Kudo

With respect to the above named premises now occupied by Mr. James Riley as tenant, Mr. Riley is now in arrears to the extent of \$70.00, being rentals due on the 15th of July and the 15th of August, 1943 and, after some correspondence with the tenant regarding payment of the arrears, he called at my office yesterday and stated that the rental of \$35.00 is above the maximum rental charged on the basic date, namely the 11th of October, 1941.

I have written to Mr. Kudo accordingly, inasmuch as Mr. Kudo's agent, Mr. Chris Morsund, made all the arrangements with Mr. Riley regarding the tenancy.

Upon receipt of particulars from Mr. Kudo, I will communicate with you further.

Yours very truly,

  
ADAM SMITH JOHNSTON

ASJ:G

|          |             |    |
|----------|-------------|----|
| EV       | CE          | 70 |
| Rec'd    | AUG 28 1943 |    |
| File No. | 12085       |    |
| Ans.     | J. Kudo     |    |
| Ref.     | to Peter    |    |



August 25, 1943.

File No. 12085, Frank S. KUDO.  
11154, Sanpei SUGIURA,  
1st. 721.

Subdivision D of Lots 13 & 14, Block 27,  
D.B. 540, Group 1, D.B.W. Plan 4872.  
2050 Alma Road.

Beneficial owner - Frank S. KUDO.

Present position of charges.

- A. Taxes.
- B. Mortgage to Canada Permanent Trust.
- C. Unpaid vendors.

|    |   |              |           |
|----|---|--------------|-----------|
| A. | as of 1/9/43  |              | \$247.38. |
| B. | (as of 1/7/43   | \$855.05     |           |
|    | (Int. to 1/9/43   | <u>6.38.</u> |           |
|    |   | \$861.43     | \$861.43. |
|    | (Discharge fee  |              | 3.00      |
| C. | Adam Smith Johnston states that \$500 provided for by agreement is exhausted and nothing due from KUDO. He is getting a statement |              |           |

Approximate position as of 1/9 \$1111.81.

*MM*

FR:AS

Until he get the statement from Johnston he cannot be absolutely sure how the 500.00 may be refunded from the charges but he are provided safe with the 1000.00 offered. A. J. K.



12085

July 31, 1943.

Mr. Walter H. Shinnick,  
c/o Radio Studio,  
850 W. Hastings Street,  
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 21.

Your letter of the 19th instant enclosing cheque for \$150.00 and offer to purchase 2050 Alma Road for the sum of \$1,500.00 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 certified cheque for the balance of the purchase price, namely, \$1,350.00.

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

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

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

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

Yours truly,

F. G. Shears  
Director.

FGS:AB



Evacuee File 12085  
(Int. File 721)

February 12th, 1943.

MEMORANDUM FOR FILES

Re: Sempai SUGIURA (Evacuee), Shimpei KATSUKAWA,  
Kizo INAI and Senzo NISHIO (Enemies) and  
2050 Alma Road, Vancouver, B.C.

Sub. "D", Lots 13 and 14, Block 27, D.L. 540, Plan 4872, N.W.D.

Registered title in the names of the above mentioned.

Frank S. KUDO claims ownership under unregistered Agreement for Sale, dated June 30th, 1942, signed by SUGIURA (Evacuee) on his own behalf and also as attorney for KATSUKAWA, INAI and NISHIO (Enemies). The transaction is stated by the Canada Permanent Mortgage Corporation to have taken place in July, 1941. KUDO assumed the mortgage on August 6th, 1941.

Enemy Interest

3/4 amount owing under Agreement for Sale said to be approximately \$500.00.

Assessed Value

\$1800 on Improvements.      \$410. on Land.      Total .... \$2210.00

Rent

\$35.00 per month

Mortgage

Balance \$904.23 December 31st, 1942, Can. Perm. Mortgage.

Sale Price

\$1800.00 June, 1941.

This property is managed by the Evacuee Section under their File No. 12085 - Frank S. KUDO.



|                    |            |
|--------------------|------------|
| EVACUATION SECTION |            |
| Rec'd              | FEB 9 1943 |
| File No.           |            |
| Ans.               |            |
| Referred           | 6-163-A    |

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address TASHME, HOBE, B. C.

Date February 3, 1943.

329 3rd. Ave.

To: The Secretary of State, acting in his  
capacity as Custodian, Vancouver, B.C.

I, KUDO, Salsuke, Frank, Police Registration No. 07753

hereby request you to release to me the under-noted property  
stored at Custodian Safe Warehouse, Vancouver, B. C. to be forwarded  
in possession of to Mr. Magobei ISHIDA, House 267, ROSEBURY, B. C.  
and I release you from any claim whatsoever with respect to  
such property.

Description of Property:

Box No. 6 Kitchen Utensil (In name of Frank Kudo #07753)

Original Address 2050 Alma Road, Vancouver, B. C.

Date Evacuated to Vancouver \_\_\_\_\_

Date Evacuated to Present Address August 25, 1942.

Number in Family - 12 years and over 6

Number in Family - 5 to 11 years old 2

Number in Family - under 5 \_\_\_\_\_

TOTAL NUMBER IN FAMILY 8

I agree to pay all charges as required by the British Columbia  
Security Commission.

APPROVED:

BRITISH COLUMBIA SECURITY COMMISSION

Per Walter Hartley

Frank Kudo  
Claimant Signs Here

*Duplicate copies  
given to  
J. A. Smith.*



COPY

August 25th, 1942.

Messrs. Walsh, Bell, Housner, Tupper, Ray & Carroll,  
Solicitors and Solicitors,  
The Royal Bank Building,  
VANCOUVER, B. C.

Attention - Mr. Guy

Dear Sirs:

re: Canada Permanent Mortgage Corporation  
and Frank S. Kudo et al

I am obliged for your letter of the 22nd instant, and note that your client has submitted to you a statement of the mortgage account herein, as of the 7th September, 1942, which shows that there is a principal due as at the 1st July, 1942 of \$876.58, and interest to the 7th September, 1942 of \$29.70, making a total of \$906.08.

As I informed you in our recent conference, Mr. Kudo informed me that he was willing to pay \$25.00 on account of the mortgage to cover July and August, and I expected that I would see Mr. Kudo today as per appointment; only last night I was informed by Mr. Kudo on the telephone that he was directed to leave the City of Vancouver at 8.40 A.M. this morning, but that he would write me full and complete directions and would endeavour to arrange to place the writer in sufficient funds to pay \$50.00 to cover the months of July and August, and has also directed that when the new tenant occupies the mortgaged premises herein at 2050 Alma Road in this City he would direct the rentals to be paid into this office, and, as per arrangement, the net revenue derived from the rental of the said property would be remitted to you from month to month.

I have conferred with the Department of the Secretary of State (Office of the Custodian) at 675 West Hastings Street, in this City, whose office informed me that any arrangements regarding the reduction of the mortgage and the administration of the property during the absence of Mr. Kudo that would be agreeable to your client and to the writer would meet with the approval of the Office of the Custodian.

With regard to the interest due under the original mortgage, which you state is fixed at the rate of  $7\frac{1}{2}\%$ , you state that by the terms of the temporary arrangement with Mr. Kudo the interest rate was reduced to  $6\%$  and that you now feel that the rate established by the mortgage itself should govern after Mr. Kudo's departure from the City. I have before me a copy of the terms of the temporary arrangement which you referred to, and if you have a copy of same I would be glad if you would supply me with a copy for my file.

I would refer you, however, to the Assumption Agreement between your clients and Mr. Kudo, bearing date the 6th August, 1941, in which the rate was fixed at  $7\%$  as and from the 1st July, 1941, and not  $7\frac{1}{2}\%$ .



- 2 -

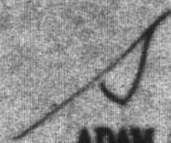
As requested, I enclose herewith the copy of Agreement for Sale between the registered owners of the Mortgage property and my client. You will note that the first-named Vendor is resident at Edmonton, Alberta, and signed Agreement for Sale with my client in his own writing, and that he signed the Agreement for Sale for the last three named Vendors as their Attorney-in-Fact.

Mr. Kado informed me that the first-named Vendor, Mr. Sugura, had shown him a Power-of-Attorney written in the Japanese language, and Mr. Kado was satisfied that Mr. Sugura has the necessary authority to act as Attorney-in-Fact, for his co-owners of the said property.

I have not got a copy of the Power-of-Attorney, but from information placed before me by Mr. Kado it would not be a registrable Power-of-Attorney, as apparently it is not a copy, but the necessary acknowledgments under our Land Registry Act.

Just as soon as I hear from Mr. Kado, I will advise you promptly.

Yours very truly,



ADAM SMITH JOHNSTON

AST:SE

Encl.



Loan No. 3534 - Lot "D", Lots 13 and 14, Blk. 27, D.L. 540,  
(2050 Alma Road)

Owner: Frank S. Kudo of 2050 Alma Road.

The original loan in this case was \$1,300.00 and the mortgage matured on April 1st, 1935. The original mortgagors are Sampei Sugiura, Shimpie Katsukawa, Kizo Iwai and Senzo Nishio. They sold the property to Kudo in about July, 1941 at a price we understand of \$2,000.00. In addition to assuming the Corporation's mortgage, Kudo owes the previous owners a balance of \$700.00 or \$800.00 which he is to pay after the mortgage is satisfied.

The arrangement with Kudo was that he should pay \$25.00 per month on this account to cover interest and taxes and that arrangement is good until July 1st, 1942 and in the meantime, the interest rate is being adjusted from the original 7½% to 6%. He has met monthly payments up to and including the month of March.

Of the original mortgagors, Sugiura we believe is at present in Edmonton where he operates Silk-o-Lina Limited, and also has a store in Vancouver. Katsukawa we understand is now in a Camp near Jasper. The other two, according to Mr. Kudo are in Japan and have been there the last twelve years.

The Corporation's claim is as follows:

|                             |                 |
|-----------------------------|-----------------|
| Principal                   | \$932.36        |
| Interest to April 1st, 1942 | 18.00           |
|                             | <u>\$950.36</u> |

In addition to the above figures, there is a balance of \$142.50 consolidated taxes owing to the City of Vancouver, plus interest at 5% from July 3rd, 1941.

Kudo called at the office recently and stated his intention of selling the property and indicated that he was willing to take whatever he could get. He was also looking into the question of the title to determine whether or not he could obtain good title to permit of a sale being made.

CANADA PERMANENT MORTGAGE CORPORATION

*W. H. Pearson*

*Manager*



C O P Y

WALSH, BULL, HOUSSEY, TUPPER, RAY & CARROLL  
Barristers and Solicitors,

The Royal Bank Building,  
Vancouver, B.C.

August 22nd, 1942.

Adam Smith Johnston, Esq.,  
Barrister, etc.,  
675 West Hastings Street,  
VANCOUVER, B. C.

Dear Sir:

re: Canada Permanent Mortgage  
Corporation and Kudo et al

Our client has submitted to us a Statement of the Mortgage  
Account as of September 7th next as follows:

|                                    |                 |
|------------------------------------|-----------------|
| Principal, July 1st, 1942. . . . . | 876.36          |
| Interest to Sept. 7, 1942. . . . . | 29.70           |
|                                    | <u>\$906.06</u> |

It will be satisfactory to our client if Kudo continues to pay  
\$25.00 per month as long as he remains in the City.

We anticipate that we will receive from you in the course of the  
next few days \$50.00 to cover the July and August payments. When Kudo leaves  
the City and you begin to administer the property as his agent, our client  
will expect to receive the net revenue derived from the rental of the  
property or \$25.00 per month whichever is greater.

We would point out that interest due under the original mortgage  
is at the rate of 7½%. By the terms of the temporary arrangement made with  
Kudo, the interest rate was reduced to 6%. We feel that the rate established  
by the mortgage itself should govern after Kudo's departure. We believe  
that you are going to provide us with a copy of Kudo's Agreement for Sale.  
We understand that this Agreement was executed on behalf of the registered  
owners by someone purporting to be their properly authorized Attorney.

We should be glad to inspect the Power of Attorney if it is  
available. Would you also let us know if the Power is on deposit in the Land  
Registry Office.

Yours truly,

WALSH BULL HOUSSEY TUPPER RAY AND CARROLL.



File No. 12085  
Catalogue No. 21  
2050 Alma Road  
D/13 & 14/27/540

Receipt of Certificate of Title No. 94907-L is by me hereby acknowledged and I agree that all adjustments and incidents in connection with the sale to me of property covered by the said certificate have been settled.

Receipt is also acknowledged of copy of British Canadian Insurance Company policy No. 10754 together with assignment thereof in quadruplicate and cheque for \$17.86 representing closing adjustments on sale to me of 2050 Alma Road, Vancouver.

Dated at Vancouver, B. C., this 6 day of January 1947.

*John H. Spruce*



6/1/44

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

Dear Sirs:-

Re: 2050 Alma Road

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

Yours faithfully,

*John A. St. Pierre* Signed



October 15th, 1943.

REAL PROPERTY MEMORANDUM

FILE NO: 12065 & 721  
NAME: Sanpei SUGIURA, Sanpei KATERNKAWA, Kizo IWAI & Benno NISHIO  
CATALOGUE NO: 21  
RE: 2050 Alma Road, Vancouver, B. C.  
Dwelling.

CERTIFICATE OF ENCUMBRANCES:

Description of Property: City of Vancouver, Subdivision "D" of  
Lots 13 and 14, Block 27, District Lot  
540, Group 1, New Westminster District,  
Plan 4E72.

Encumbrances:

32022 H. 7/4/25. 2.49. Canada  
Permanent Mortgage Corporation. Mort-  
gage for \$1300.00. Int. 8%. Balance  
due as of October 1, 1943 - \$855.05.  
(To be paid out of proceeds of sale).  
Unregistered Right to Purchase to  
Frank S. Kudo. Present balance due,  
as per statement of Mr. Idun Smith  
Johnston dated Sept. 9/43 - \$166.24.  
(To be paid out of proceeds of sale.)

Taxes:

1943 taxes of \$76.08, plus 1942 taxes  
of \$77.38, plus Consolidated arrears  
and interest - Total \$309.61, owing.

Vested:

No. 24351

VALUATION BY APPRAISER:

One at \$1500.00 One at \$2100.00

AMOUNT OF BID:

\$2125.00

APPROVED BY ADVISORY COMMITTEE:

September 22nd, 1943.

AMOUNT RECEIVED BY CUSTODIAN:

\$2125.00

KWS/B

L. W. WRIGHT



REAL PROPERTY MEMORANDUM.

File No. 12085.

Name: Frank S. KUDO.

Catalogue No. 21.

Res: 2050 Alma Road, Dwelling,  
D/13&14/27/540.

TITLES AND ENCUMBRANCES.

A. Title No. 4832 K.

Property: Subdivision D of Lots 13 & 14, Blk. 27, D.L. 540,  
G. 1, D.N.W. Plan 4872.

Name. Sampei Sugiura, Shimpei Katsukawa, Kizo Iwai, Senzo Nishio.

Whereabouts: Land Registry Office.

B. Charges.

Registered. Mortgage to Canada Permanent Mtge. Corp. #32022 H.  
Balance due as of 1/10/43 \$855.05. To discharge  
add 3 months int. plus int. to date of payment  
plus discharge fee \$3.00. See letter on file.

Vested: 34351

Apparent charges  
against sale.

Unregistered. R.P. to Frank S. Kudo on which is due \$166.24 according  
to Adam Smith Johnston.

Taxes \$310.  
Mtge. 885.  
Vendors 170.  
Comm'n 106.  
Reg'n 15. (say)  
1486.

Taxes: Consolidated \$142.50 plus interest: 1942 \$77.38 plus int.  
Current - Total \$309.81 plus int. - All unpaid. (Check with  
City Hall - possibly a small payment on a/c.)  
Insurance: Brit. Can. #10754, \$2500. Exp. 22/1/44 (Also contents  
\$1000. Ocean. Exp. April 1944.)

Assessed Value: Land. \$410.00 Improvements: \$1800.00

Valuation by Appraiser. One at \$1500.00; One at \$2100.00.

Amount of Bids \$2125.00

Approved by Advisory Committee. September 22, 1943.

Paid as shown in attached letter ✓ October 5, 1943.

Name of transferee as attached letter: ✓

ADMINISTRATION.

Tenancy: \$35.00 per month - from 15th of each month; Adam Smith  
Johnston is handling. Dispute current as to rentals.

Chattels. Yes. - No, all moved to storage -  
see 6-12-42

*MJ*  
12/10



# This Indenture

made in duplicate the 3rd day of March  
one thousand nine hundred and twenty-five.

In Pursuance of the "Mortgages Statutory Form Act"

Between

SANPEI SUGIURA, SHIMPE KATSUKAWA, ~~IPPPEI KATONIO~~ KIZO  
IWA and SENZO NISHIO, all of 786 Granville Street, in  
the City of Vancouver,

IPPPEI

in the Province of British Columbia, Merchants,

(hereinafter called the "Mortgagor") of the First Part;

and

## CANADA PERMANENT MORTGAGE CORPORATION

a duly chartered Company under the Laws of the Dominion of Canada, with head office for British  
Columbia at 432 Richards Street, Vancouver, British Columbia,

(hereinafter called the "Corporation") of the Second Part;

WHEREAS the Mortgagors are seized of and entitled to the legal and  
equitable estate in fee simple in possession in their own right in and to the following lands and have so  
represented to the Corporation and the Corporation relying thereon have agreed to lend the Mortgagors the amount  
hereinafter mentioned upon the security of the said estate and the covenants hereinafter contained:

WITNESSETH that in consideration of Thirteen hundred (\$1300.00) -----  
Dollars now paid by the Corporation to the Mortgagors (~~and their assigns~~)  
they the said Mortgagors do grant and mortgage unto the  
Corporation and their assigns forever all and singular the lands following 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 being more  
particularly known and described as Lot "D" of Lots  
Thirteen (13) and Fourteen (14), in Block Twenty-seven  
(27), in the subdivision of District Lot Five hundred  
and forty (540), Group One (1), New Westminster Dis-  
trict, according to a plan filed in the Land Registry  
Office at the City of Vancouver, B. C. and numbered

4872:



PROVIDED this Mortgage to be void on payment at the office of the Corporation at Vancouver, British Columbia, of **Thirteen hundred (\$1300.00)** ..... Dollars of lawful money of Canada, with interest at **Eight (8)** per cent. per annum and compound interest as hereinafter provided; the whole thereof in gold coin if demanded, as follows:—The said principal sum **to be repayable**

**as follows:—**

**Fifty dollars (\$50.00) on the 1st day of October, 1925; Fifty dollars (\$50.00) on the 1st day of April and October in each of the years 1926, 1927, 1928 and 1929 (With the privilege of repaying on each or any of the above mentioned dates \$50.00 more than the sum then due), and the balance on the 1st day of April, 1930.**

with interest at the rate aforesaid to be paid **quarter-**yearly on each First day of **January, April, July and October** 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 instalments of interest to become payable on the First day of **July** next, but after default interest at the rate aforesaid shall accrue and be payable from day to day;

TOGETHER with taxes and performance of statute labor;

And the Mortgagor **for themselves, their** heirs, executors, administrators and assigns covenant with the Corporation and their assigns, that in the event of non-payment of the said principal money or any part thereof at the time the same falls due under the terms of this Mortgage then the Mortgagor **and their** heirs, executors, administrators or assigns shall not require the Corporation or their assigns to accept payment of said principal moneys without paying a bonus equal to three months' interest in advance on the said principal money so in default. Such bonus to be in lieu of notice of intention to pay, the right to give or receive which notice is hereby waived;

AND it is further agreed that on default in payment of any instalment of interest such interest shall at once become principal and bear interest at the rate aforesaid which interest shall be payable from day to day and shall itself bear interest at the rate aforesaid if not paid prior to the next gale day, it being agreed that all interest as well that upon principal as upon interest is to be compounded at each day mentioned for payment of interest;

PROVIDED that on default of payment of the interest hereby secured the principal hereby secured shall become payable; THE Mortgagor covenant with the Corporation that **he** will pay the Mortgage money and interest and observe the above proviso;

AND the Mortgagor covenant with the Corporation that **he** has good title in fee simple to the said lands. **Subject to a prior mortgage to the Corporation to be paid out of this loan.** AND the Mortgagor covenant with the Corporation that **he** has the right to convey the said lands to the Corporation. **save as aforesaid.**

AND the Mortgagor covenant with the Corporation that in default the Corporation shall have quiet possession of the said lands free from all incumbrances. **save as aforesaid.**

AND the Mortgagor covenant with the Corporation that **he** will execute such further assurances of the said lands as may be requisite.

AND the Mortgagor covenant with the Corporation that **he** has done no act to encumber the said lands. **save as aforesaid.**

AND the Mortgagor covenant with the Corporation that the Mortgagor **and their** heirs, executors, administrators and assigns will repay to the Corporation or their assigns all taxes and assessments which the Corporation may be obliged to pay in respect of said lands and all other proper outlays not covered by any other covenant herein;

AND it is further agreed that the taking of a judgment or judgments on any covenants herein contained shall not operate as a merger of said covenants or affect the Corporation's right to interest at the rate and times aforesaid;

AND that the Mortgagor will insure the buildings on the said lands to the amount of not less than **Sixteen hundred (\$1600.00)** ..... Dollars currency and that the Mortgagor **and their** heirs, executors, administrators and assigns will repay to the Corporation or their assigns all premiums paid by the Corporation or their assigns;

PROVIDED that the Corporation may itself effect such insurance without any further consent of the Mortgagor and the Corporation shall have a lien for the mortgage debt on all insurance on the said buildings whether effected under this covenant or not;

AND the said Mortgagor do grant and release to the Corporation all **their** claim upon the said lands subject to the said proviso;

PROVIDED that the Corporation on default of payment for one calendar month may on one week's notice enter on and lease or sell the said lands. The Corporation may lease or sell as aforesaid without entering into possession of the lands. Should default continue for two months an entry lease or sale may be made hereunder without notice. When under the terms hereof a notice is necessary such notice may be effectually given either by leaving the same with a grown-up person on the said lands if occupied or by placing it thereon if unoccupied or at the option of the Corporation by publishing the same once in some newspaper published in the Province of British Columbia. And that the Corporation or their assigns may sell any of the said lands on such terms as to credit and otherwise as shall appear to them most advantageous and for such prices as can be reasonably obtained therefor and that sales may be made from time to time of portions to satisfy



interest or parts of the principal overdue leaving the principal or balance thereof to run at interest, payable as aforesaid, and may make any stipulations as to title or evidence or commencement of title or otherwise as they shall deem proper. And may buy in or rescind or vary any contract for sale of any of the said lands and re-sell without being answerable for loss occasioned thereby and in case of a sale on credit the Corporation and their assigns shall only be bound to pay the Mortgagor ~~their~~ heirs, executors, administrators and assigns such moneys as have been actually received from the purchasers after the satisfaction of the Corporation's claim. And for any of said purposes may make and execute all agreements and assurances they shall think fit. And that the purchaser at any sale hereunder shall not be bound to see to the propriety or regularity thereof. And that no want of notice or of publication when required hereby shall invalidate any sale hereunder. And the above powers may be exercised by assigns of the Corporation and against the heirs, executors, administrators and assigns of the Mortgagor ~~;~~

PROVIDED that the Corporation may distrain for arrears of interest;

AND it is agreed that powers of the Corporation under the foregoing proviso may also be exercised to enforce payment of any instalments of principal hereby secured and in arrear. And it is also agreed that the said proviso shall be held not to conflict in any way with the attornment clause following but the powers incident to both clauses may be exercised either separately or together;

AND for the consideration aforesaid the Mortgagor ~~do~~ attorn and become tenant ~~from year to year to the Corporation~~ of the premises hereby conveyed from the day of the execution hereof at a ~~quarter-~~ yearly (and after default in payment of interest daily) rental equivalent to applicable in satisfaction of and payable at the same times as the interest upon the principal hereinbefore provided to be paid; the legal relation of landlord and tenant being hereby constituted between the Corporation and the Mortgagor ~~;~~ but it is agreed that neither the existence of this clause, nor anything done by virtue thereof shall render the Corporation mortgagees in possession so as to be accountable for any moneys except those actually received;

AND FURTHER that if default shall be made in payment of any part of said principal at any day or time hereinbefore limited for the payment thereof it shall and may be lawful for the Corporation and the Mortgagor ~~do~~ hereby grant full power and license to the Corporation to enter, seize and distrain upon any goods upon the said lands 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 of the above sum the Mortgagor ~~agree~~ to waive and do hereby waive on the exercise of such right and license all rights to exemption from seizure and distress under any Statute of this Province;

THE MORTGAGOR ~~agree~~ that neither the execution nor registration of this Mortgage nor the advance in part of the moneys secured hereby shall bind the Corporation to advance the said moneys or any unadvanced portion thereof;

AND it is hereby agreed that the Corporation may pay any liens, taxes, rates, charges or encumbrances upon the said lands and premiums for insurance and mortgage or income tax imposed or that may be imposed on the Corporation in respect of the said property or this mortgage or money hereby secured and the amount so paid, together with all costs, charges and expenses, including Solicitors' costs, charges and expenses as between Solicitor and Client, travelling expenses for the officers of the Corporation and commissions on collections of rent, which may be incurred in taking, recovering and keeping possession of the said lands or in inspecting or managing the same and generally in any other proceedings taken to realize the moneys hereby secured or to perfect the title of the said lands; and also all moneys paid and expenses incurred by the Corporation in connection with the application for this loan and in the preparation and perfection of this mortgage security and in the satisfaction of any charge on said lands shall be a charge on the lands in favor of the Corporation and shall be payable forthwith by the Mortgagor ~~their~~ heirs, executors, administrators or assigns to the Corporation and their assigns with interest at the mortgage rate until paid and in default the power of sale hereby given shall be exercisable in addition to all other remedies. In the event of the money hereby advanced or any part thereof being applied to the payment of any charge or encumbrance the Corporation shall stand in the position and be entitled to all equities of the person or persons so paid off;

AND the Mortgagor ~~for themselves, their~~ heirs, executors, administrators and assigns covenant with the Corporation and their assigns that the Corporation or their assigns may at such time or times as they may deem necessary and without the concurrence of any other person make such arrangements for the repairing, finishing and putting in order any buildings or other improvements on the Mortgaged premises and for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged property as they may deem expedient and all reasonable costs, charges and expenses, including allowance for the time and services of any officer of the Corporation or other person appointed for the above purpose shall be forthwith payable to the Corporation or their assigns and shall be a charge upon the mortgaged property and shall bear interest at the mortgage rate until paid;

AND that upon the Mortgagor ~~or those claiming under~~ them committing any act of waste upon the said lands or doing any other thing by which the value of the land shall or may be diminished or making default as to any of the covenants or provisions herein contained the principal and interest hereby secured shall at the option of the Corporation forthwith become due and payable;

AND that the Corporation may at their discretion 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 them and without thereby releasing any other of the said lands or any of the covenants herein contained.

PROVIDED that until default of payment the Mortgagor ~~shall~~ have quiet possession of the said lands;

IN WITNESS WHEREOF the said parties have hereunto set their hand ~~and seal~~ and corporate seal.

Signed, Sealed and Delivered

IN THE PRESENCE OF

(Having been first read over and explained)

*Shunichi Sugawara* Name  
*410 Seymour St* Residence  
*Businessman* Occupation  
*Shunichi*

*Shunichi Sugawara*  
*Shunichi Sugawara*  
*Shunichi Sugawara*  
*Shunichi Sugawara*



# FOR WITNESS

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 192\_\_\_\_, 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 \_\_\_\_\_ is the person whose name is subscribed to the annexed instrument as witness, and that \_\_\_\_\_ is of the full age of sixteen years, and, having been duly sworn by me, did prove to me that \_\_\_\_\_ did execute the same in presence voluntarily, and is 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, the \_\_\_\_\_ day of \_\_\_\_\_, 192\_\_\_\_, in the year of our Lord one thousand nine hundred and \_\_\_\_\_.

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

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

No. 3534

Dated 3rd day of March 1925

General Sugriva et al.

—TO—

**CANADA PERMANENT MORTGAGE CORPORATION**

**Mortgage**

To secure \$ 1300.00

Lot \_\_\_\_\_ of Lots 13 & 14,

Block \_\_\_\_\_ 27

Sub. D.I. \_\_\_\_\_ 540

Group \_\_\_\_\_ 1

District \_\_\_\_\_ H. V. D.

**WALSH, McKIM & HOUSSEY,**  
SOLICITORS FOR THE CORPORATION,  
VANCOUVER, B. C.

MADE & SUBMITTED: VANCOUVER, B. C.

# FOR ATTORNEY

I HEREBY CERTIFY that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, in the \_\_\_\_\_ of \_\_\_\_\_, [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 \_\_\_\_\_ (Name of Maker) to the annexed instrument as the maker thereof, that the said \_\_\_\_\_ (Name of Maker) 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 \_\_\_\_\_ (Name of Attorney), knows the contents of said instrument, and subscribed the name of the said \_\_\_\_\_ (Name of Maker) thereto voluntarily as the free act and deed of the said \_\_\_\_\_ (Name of Maker) 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, the \_\_\_\_\_ day of \_\_\_\_\_, 192\_\_\_\_, in the year of our Lord one thousand nine hundred and \_\_\_\_\_.

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

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



**This Agreement,** made in triplicate this 30th

day of **June** in the year of Our Lord one thousand nine hundred and forty-two

**BETWEEN**

SAMPEI SUGIURA, SHIMPEI KATSUKAWA, KIZO IWAI and SENZO NISHIO  
2050 Alma Road, in the City of Vancouver, Province of  
British Columbia

**Name,  
Address, and  
Occupation  
of Parties**

hereinafter called the "Vendor" of the one part

**AND**

FRANK S. KUDO, of 2050 Alma Road, in the City of Vancouver, Province of British Columbia, and  $\frac{1}{2}$  Mr. Adam Smith Johnston, 511 Royal Bank Building, 675 West Hastings St. in the City and Province aforesaid

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in

in the City of Vancouver, Province of British Columbia, more particularly known and described as Lot "D" of Lots Thirteen (13) and Fourteen (14) in Block Twenty-seven (27), District Lot Five Hundred and Forty (540), Group One (1), New Westminster District, according to a registered map or plan deposited in the Land Registry Office and numbered 4872.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of  
EIGHTEEN HUNDRED (\$1800.00) - - - - - Dollars

of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of One Hundred (\$100.00) - - - - - Dollars

on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

\$1200.00 by the assumption and payment of a mortgage in favour of the Canada Permanent Mortgage Corporation dated the 7th day of April, 1925, to secure the sum of \$1300.00 and interest, registered in the Land Registry Office of the City of Vancouver, British Columbia, as No. 32022H.

\$ 500.00 on demand, less outgoings and expenditures up to and including the 30th day of June, 1941, for taxes, and interest etc., in such sums as may be agreed upon between the Vendors and the Purchaser.

DOORHILL with interest on the balance from time to time owing under this Agreement at the rate of \_\_\_\_\_ percent per annum payable \_\_\_\_\_



NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH 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, hereto 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 DOETH 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, save and except the mortgage dated the 7th day of April, 1925 in favour of the Canada Permanent Mortgage Corporation to secure the sum of \$1300.00 and interest as therein mentioned, registered in the Land Registry Office of the City of Vancouver, British Columbia, as Number 32022H.

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, 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:

Frank S. Kudo,  
2050 Alma Road,  
Vancouver, B.C.  
or % Adam Smith Johnston,  
511 Royal Bank Building,  
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.

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 "Mrs. H.B. Bell"

Street Address 10804 - 101st St.,

City EDMONTON, Alta.

Occupation Clerk

SHIMPEI KATSUKAWA

KIZO IWAI

SENZO NISHIO

By their Attorney-in-fact

"SAMPEI SUGIURA"

"SAMPEI SUGIURA"

"ADAM SMITH JOHNSTON"

Barrister,

Vancouver, B.C.

As to signature of Purchaser

"F.S. KUDO"

FOR ATTORNEY

I Herby Certify that, on the  
Edmonton

day of

July

, 1942, at

, in the Province of ~~BRITISH COLUMBIA~~ Alberta

SAMPEI SUGIURA

~~has been proved by the evidence on oath of~~ XXXX

personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name

of Shimpei Katsukawa, Kizo Iwai and Senzo Nishio

to the annexed instrument as the maker thereof, that the said Shimpei, Katsukawa, Kizo Iwai and Senzo Nishio 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 Sampei Sugiura knows the contents of said instrument, and subscribed the name of the said Shimpei Katsukawa, Kizo Iwai thereto voluntarily as the free act and deed of the said and Senzo Nishio 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 Edmonton

in the Province of

Alberta ~~BRITISH COLUMBIA~~ this day of July

in the year of our Lord one thousand nine hundred and forty -two

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

Alberta

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

### Acknowledgment of Officer of a Corporation

I Herby Certify that, on the

day of

, 194

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

, who is) personally known to me,

oath of  
appeared before me and acknowledged to me that he is the

who subscribed his name to the annexed instrument as

and that he is the person

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.



Province of British Columbia  
To Whom:

make oath and say:

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

2. The said instrument was executed at

3. I know the said part

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

61 day of

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

ADAM SMITH JOHNSTON,  
Barrister, etc.,  
511 Royal Bank Bldg.,  
VANCOUVER. B.C.

**The Clarke & Stuart Co. Limited, Law Printers and Stationers**  
**Vancouver, B.C. Form No. 37**

# Agreement FOR SALE OF LAND

FRANK S. KUDO

AND

SAMPEI SUGIURA  
SHIMPEI KATSUKAWA  
KIZO IWAI  
SENZO NISHIO

| Dated | June 30th | 194 2 |
|-------|-----------|-------|
|       |           |       |

3 **Hereby Certify** that, on the \_\_\_\_\_ day of \_\_\_\_\_, 194 \_\_\_\_\_, a

**FOR MAKER (INCLUDING MARRIED WOMEN)**

\_\_\_\_\_ , in the Province of British Columbia  
(whose identity has been proved by the evidence on  
' who is) personally known to me, appeared  
before me and acknowledged to me that  
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 \_\_\_\_\_ day of \_\_\_\_\_, 194 \_\_\_\_\_, in the Province of  
British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 194 \_\_\_\_\_, in the year of our Lord one thousand nine hundred and forty

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

[illegible]



**Agreement,** in duplicate

made this Sixteenth day of May

one thousand nine hundred and thirty

BETWEEN

the **Canada Permanent Mortgage Corporation** hereinafter called the Corporation  
of the first part, and Sampeï Sugiura, Shimpei Katsukawa, Kizo Iwai  
& Ippie Nishio, Merchants, of the City of Vancouver, Province  
of British Columbia

hereinafter called the part , of the second part, and----

~~hereinafter called the party of the third part.~~

~~Whereas~~ the said Corporation are under a Mortgage bearing date the Third

day of March 1925

made by

Sampeï Sugiura, Shimpei Katsukawa, Kizo Iwai and Senzo Nishio,  
all of the City and Province aforesaid

to ~~----- Company and an assignment~~

~~thereof from the said Company~~ to the Corporation, Mortgagees of that certain parcel of land  
situate in the Province of BRITISH COLUMBIA, being In the City of Vancouver  
Province of British Columbia and composed of Lot "D" of Lots  
13 & 14 in Block 27 in the subdivision of District Lot 540  
Group 1, New Westminster District, Plan No. 4872

which Mortgage was made to secure the sum of Thirteen hundred

dollars and interest payable as therein mentioned, and there is now unpaid thereon the sum  
of Thirteen hundred Dollars.

And ~~whereas~~ the said part <sup>ies</sup>, of the second part, claiming now an interest in said lands subject  
to said Mortgage, ha <sup>ve</sup> applied to the said Corporation to extend the time for payment of the  
said Mortgage moneys. Now, therefore, it is hereby declared and agreed that the said sum of  
Thirteen hundred

dollars shall be payable as follows:

Twenty-five dollars on the First day of October 1930; Twenty-five  
dollars on the first day of April and October in each of the years  
1931, 1932, 1933, 1934 (with the privilege of repaying Twenty-five  
dollars additional on each or any of the aforesaid dates) and the  
balance of the said principal sum on the First day of April 1935

with interest from the First day of April 1930

at the rate of Seven and one- per cent. per annum, payable quarter-

yearly on the half First day of January, April, July  
and October in each year until the principal be fully paid, as well after

as before maturity, the first payment of interest to be made on the First

day of July 1930

~~next~~ Arrears of both principal and

interest to bear interest at the same rate and be payable in the like manner and such interest  
on arrears to be a charge on the land. All payments to be made in lawful currency of Canada  
and to be made at the office of the said Corporation in the City of Vancouver

And the said part <sup>ies</sup>, of the second part for themselves, their

~~for~~ heirs, executors, and administrators, hereby covenant with the said  
Corporation, their successors and assigns, to pay the said principal money and interest on the  
days and times and in the manner above set out, and to pay the expense attending the prepa-  
ration and registration of this Agreement by way of Caveat or otherwise, such principal money  
and interest and expenses being hereby declared to be a charge on said land and to bear  
interest at the rate aforesaid.



It is declared and agreed that all covenants, clauses, conditions, powers, matters and things whatsoever contained in the said Mortgage shall apply and relate to the principal and interest herein agreed to be paid and to the extended dates of payment herein set out as fully and in the same manner as if the same had been set forth in the said Mortgage excepting that there shall be no right of premature repayment except as herein stated, and any statutory right in that behalf shall take effect as if the said Mortgage had been dated on the date of these presents.

And it is agreed that in the event of non-payment of the principal moneys at the time or times herein provided, the Mortgagor, his heirs, executors, administrators or assigns shall not require the Corporation or their assigns to accept payment of said principal moneys without paying a bonus equivalent to three months' interest in advance on the said principal moneys, such bonus to be in lieu of notice of intention to pay, the right to give or receive such notice being hereby waived.

It is agreed that all the buildings on the property shall be kept insured by the parties of the second part, for their full insurable value, and the said part 108 of the second part Covenant with the Corporation to insure and keep insured the buildings now on the premises in the sum of **Fifteen hundred** Dollars, and to assign the Policy to the Corporation.

It is declared and agreed that these presents shall not create any merger or alter or prejudice the rights and priorities of the said Corporation as against any surety, subsequent encumbrancer or other person interested in the said lands and not a party hereto, or the rights of any such surety, subsequent encumbrancer or other person, all of which rights are hereby reserved. ~~The said part --- of the third part hereby consent to these presents.~~ It is also agreed that the said part 108 of the second part, **their** heirs, executors and administrators, shall be bound by and liable under every proviso, license, power and condition in the said Mortgage, contained to the same extent as if the said parties of the second part had been the original Mortgagor and as such had executed the same.

This Agreement shall be binding upon the part 108 of the second part, **their** heirs, executors, administrators and assigns and shall enure to the benefit of said Corporation, their successors and assigns.

In Witness Whereof the parties hereto have hereunto set their hands and seals this **11th** day of **June** A.D. 19**30**

SIGNED, SEALED AND DELIVERED  
In the presence of  
"S. Sugiura"

"Sampeï Sugiura"  
"K. Iwai"  
"Shimpei Katsukawa"  
"I. Nishio"

LOAN NO. 3534

## Extension Agreement

WHETHER TO ORIGINAL MORTGAGOR  
OR SUBSEQUENT OWNER.

Sampeï Sugiura et al

TO

Canada Permanent  
Mortgage Corporation

PROVINCE OF BRITISH COLUMBIA  
To Wit:

## LAND REGISTRY ACT.

For Witness

- 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.



FILE NO.

07753

NAME

KUDO, Frank S.

FILE NO.

12085

(See also files 11154 &amp; 721 Int.)

| COMPANY                                 | POLICY NO.  | AMOUNT   | EXPIRATION |      |      | PROPERTY                            |
|---|---|----------|------------|------|------|-------------------------------------|
|   |   |          | MONTH      | DAY  | YEAR |                                     |
| Ocean Accident & Guarantee Cor'n.       | <i>Cancelled Jan 22/44</i><br>6115069             | \$1,000. | April      | 8    | 1944 | 2050 Alma Road<br>Vancouver, B. C.  |
| The British Canadian Insurance Company. | <i>Transferred to new owner Jan 6-44</i><br>10754 | \$2,500. | January    | 22nd | 1944 | 2050 Alma Road,<br>Vancouver, B. C. |
|   |   |          |            |      |      |                                     |
|   |   |          |            |      |      |                                     |
|   |   |          |            |      |      |                                     |
|   |   |          |            |      |      |                                     |
|   |   |          |            |      |      |                                     |
|   |   |          |            |      |      |                                     |
|   |   |          |            |      |      |                                     |
|   |   |          |            |      |      |                                     |

The British Canadian Insurance Company Policy No. 10754 for \$2500.00, expiring January 22, 1944, covered the real property at 2050 Alma Road, Vancouver, and was transferred to the new owner on January 6th, 1944.

Ocean Accident & Guarantee Corporation Policy No. 6115069 for \$1000.00, expiring April 8, 1944, covering household effects at 2050 Alma Road, Vancouver, was cancelled as of January 22, 1944, as the furniture was removed therefrom. A Return premium of .61¢ was received and credited to Frank S. Kudo's account.

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

*P. Doust*  
P. Doust.

PD/ER  
March 6th, 1946



REG  
NO.

07753

08047

NAME

KUDO, Frank S.

SUGIURA, Sanpei

{KATSUKARA, Shimpei; IMAI, Kiza;}

{HISHIO, Senzo}

FILE  
NO.

12016

11154

721 Int.

ASSURED

THE SECRETARY OF STATE OF CANADA acting in his capacity as CUSTODIAN

| COMPANY   | POLICY NO. | AMOUNT          | PREMIUM                                    | RATE                 | TERM  | EXPIRATION    |
|---|------------|-----------------|--|----------------------|-------|---------------|
| Ocean Accident & Guarantee Corp.  | 6115069    | \$1,000.00      | \$7.00                                     | .70                  | 3 Yr. | April 2, 1944 |
| PROPERTY INSURED  |            |                 | LOCATION                                   |                      |       |               |
| \$1,000.00 On Household and personal effects while contained in the 1 <sup>st</sup> story, shingle-roof Private dwelling. |            |                 | 2050 Alma Road<br>Fraser, Vancouver, B. C. |                      |       |               |
| LOSS PAYABLE  |            | INSURANCE AGENT |  | RENTAL AGENT         |       |               |
| ASSURED   |            | H.J. Voysey     |  | Adam Smith Johnston. |       |               |
| ENDORSEMENTS  |            |                 |  |                      |       |               |

Cancelled - Jan 22/44



REG.  
NO.91753

NAME

KUDO, Frank S.

SUGIURA, Kenpei

(KATSUKAWA, Shimpei; IWAI, Kizo;)

(NISHIO, Senzo)

FILE  
NO.1208511154

7-1 (Int.)

INSURED

THE SECRETARY OF STATE OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN.

|  |                     |                                      |  |                                      |                |                              |
|--|---------------------|--------------------------------------|--|--------------------------------------|----------------|------------------------------|
| COMPANY<br>The British Canadian<br>Insurance Company.  | POLICY NO.<br>10754 | AMOUNT<br>\$2,500.                   | PREMIUM<br>\$17.50   | RATE<br>.70%                         | TERM<br>3 yrs. | EXPIRATION<br>Jan. 22, 1944. |
| PROPERTY INSURED<br>\$2,500. on the 1 1/2 story bldg., frame, shingle roof,<br>Private Dwelling. |                     |                                      | LOCATION<br>Lt. "D" of Lts. 13, and 14, Blk. 27, D.L.<br>540, being No. 2050 on the E. side of<br>Alma Rd., Vancouver, B. C. |                                      |                |                              |
| LOSS PAYABLE<br>Canada Permanent Mortgage Corporation.   |                     | INSURANCE AGENT<br>Seeley & Co. Ltd. |  | RENTAL AGENT<br>Adam Smith Johnston. |                |                              |
| ENDORSEMENTS   |                     |                                      |  |                                      |                |                              |

*Transferred to New Owner - Spence - 6-1-44*



File Nos. 12085

11154

Int. 721

/21

December 30th, 1943.

MEMORANDUM

TO: Mr. P. H. Russell

FROM: Mr. D. A. Cramer

Sampai SUGIURA - Shinsai KATSUKAWA  
Kiso IWAI - Sense WISHIO  
Subd. "D" of Lots 13 & 14, Blk. 27,  
D.L. 540, Co. 1, S.W.D., Plan 4872.

With reference to the above property which was recorded  
in the Vancouver Land Registry Office, December 13th, 1943, we  
enclose herewith the following documents in connection therewith.

1. Copy of Application for Cancellation of a Charge number  
107388, dated December 4th, 1943.
2. Copy of application number 94906-L dated December 4th,  
1943, registering the property in the name of the  
Custodian (Transmission).
3. Copy of application number 94907-L dated December 4th,  
1943, registering the property in the name of Howard  
John Spence (Deed).
4. Duplicate of Transmission dated October 19th, 1943.
5. Duplicate of Deed dated October 19th, 1943 - Secretary  
of State to Howard John Spence.
6. Certificate of Indefeasible Title number 94907-L dated  
December 22nd, 1943, covering the above property in the  
name of Howard John Spence.

DAC:JS  
Encls.

*D. A. Cramer*



REAL PROPERTY SUMMARY

JAPANESE NAME: Frank Saisuke KUDO

Reg. No. 07753

File No. 12085.

CATALOGUE NO: 21.

PROPERTY ADDRESS: 2050 Alma Road, Vancouver, B. C.

LEGAL DESCRIPTION: Subdivision "D" of Lots 13 and 14, Block 27, District Lot 540, Group 1, N.W.D., Plan 4872.

TITLE: Registered in the names of Sampei SUGIURA, Shimpei KATSUKAWA, Kizo IWAI and Senzo NISHIO.

ENCUMBRANCES: 32022H. 7/4/25. 2.49. Canada Permanent Mortgage Corporation Mortgage for \$1300.00 Due 1/4/30. Int 8%.

Vesting Order filed 34351 as to S. KATSUKAWA, Kizo IWAI and Senzo NISHIO  
Vesting Order filed 37320 as to S. SUGIURA.

There is an Unregistered Agreement for Sale from Sampei SUGIURA, Shimpei KATSUKAWA, Kizo IWAI and Senzo NISHIO to Frank S. KUDO dated June 30th, 1942 for the sum of \$1800.00 payable \$100 cash and the assumption of a \$1200.00 Mortgage to the Canada Permanent Mortgage Corporation No. 32022 and also \$500.00 on demand, less outgoings etc.

ASSESSED VALUES: Land \$ 410.00  
Improvements \$1800.00 - \$2210.00. Taxes - \$76.08.

CLASSIFICATION: This is a 1½ storey 6-room dwelling 24' x 32' built on a 30' x 80' lot, on a car line.  
We quote the following extracts from the valuator's report: "In reply to your letter of the 21st. inst., with regard to our appraisal of the above property at \$1300.00 we have referred to our notes. Upon re-viewing the matter we feel that we could increase our valuation to \$1500 in view of present market conditions, but are of the opinion that this would represent the maximum value of the property in its present condition. The house is a 1½ storey building about 24' x 32' containing 3 rooms on the ground floor, one with a brick fireplace, and 2 with oak floors. There are 3 bedrooms and bathroom upstairs, and a basement with a concrete floor and walls. The house is about 25 or 30 years old, and is in poor condition. The roof needs reshingling, and the downpipes are defective. The outside paint work has not been renewed for a long time and is in bad condition. In the basement there is a small furnace in bad condition, and a good deal of decorating is required in the rooms, besides other repairs to the wiring etc. Some time ago a subsidence of the foundations occurred and in jacking up the building to install a new cedar sill on concrete blocks under the kitchen, the floor of the kitchen was left with a hump in it. There is a small garage used for storage of sadust fuel. Such a use generally has a bad effect on the structural timbers. D.W.Reeve - Johnson, Reeve & Watson".

HISTORY OF

ADMINISTRATION: Adam Smith Johnston was appointed by Frank S. KUDO as his agent to look after his property and act as rental agent. This was confirmed by the



Custodian. The property was leased by Mr. Johnston on a monthly basis to James Riley as from the 15th September, 1942. Consideration - \$35.00 per month payable in advance. However, Mr. James Riley appealed to the Rent Control Board asking for a reduction in rent. The Rental Board granted a reduction from \$35.00 per month to \$25.00 retroactive to September 1942. Mr. James Riley occupied this house until it was sold to Howard J. Spence, October 14th, 1943.

Rents at \$25.00 per month collected - \$375.00 against which were the following charges:

|                           |   |                          |
|---------------------------|---|--------------------------|
| Repairs to chimney        | ) | \$93.32                  |
| Paper, paint & decorating | ) |                          |
| Paid to S. KUDO           |   | 10.00                    |
| Law fees & Commission     |   | <u>55.50</u> - \$158.82. |

**SOLD:**

To Howard John Spence for \$2,125.00 as at October 15th, 1943.  
Approval of Advisory Committee - September 22nd, 1943.

Funds released to the credit of Frank Saisuke KUDO as at November 12th, 1943, against which were the following charges: Real Estate Commission - \$106.25, Valuation - \$10.00, Advertising - \$4.00, Registration Fees - \$4.35, Balance on Agreement for Sale - \$289.43, Balance owing a/c Mortgage - \$882.70 = \$1296.73, leaving a net credit of \$828.27 from said transaction.

Adjustments as at October 15th, 1943 to the amount of \$1.70 - Purchaser's share of Unexpired Fire Insurance Premiums, \$16.05 - Purchaser's share of 1943 Taxes and \$3.24 - Purchaser's share of Water Rates = \$20.99 were placed to the credit of Frank Saisuke KUDO'S account.

The following Fire Insurance Policy :-

British Canadian Insurance Co., Policy No. 10754 - \$2500.00, covering on the dwelling, was transferred to Howard John Spence, 6th January, 1944.

**OLD CERTIFICATE OF TITLE**

No. 4832-K: Was on deposit in the Land Registry Office, Vancouver, B. C.

Certificate of Title No. 94907-L in the name of Howard John Spence, was handed to him 6th January, 1944. His signed receipt of even date acknowledging same is on file.

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

November 12th, 1946.

*D. A. Cramer*  
D. A. CRAMER.



MEMORANDUM

February 11th, 1944

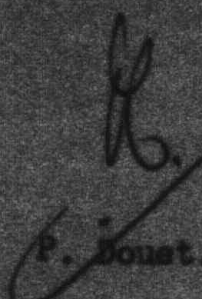
To: File 12085

From: Administration Department

Re: CLAIMS

Frank Saisuke KUDO,  
Reg. No. 07753

There are no claims on file at this date.

  
P. Donst.

PD/ER



C O P Y

In Account With  
ADAM SMITH JOHNSTON  
511 Royal Bank Bldg.,  
Vancouver, B. C.

March 14, 1944

F. S. Kudo, Esq.,  
Tashme, B. C.

Re: Claim - Yourself v. James Riley  
Balance due on furniture - \$40.00

By payment received February 22nd, 1944  
from James Riley, in full, Judgment Debt

\$40.00

To Commission

\$ 6.00

To Court Costs, including Judgment Summons  
\$18.05, less \$9.70 paid by Mr. Riley

8.35

To cheque in favor of Custodian, Japanese  
Property, Vancouver, B. C.

25.65

\$40.00

\$40.00

8.



NAME KUDO, Frank Saimke

REGISTRATION NO. 07753

FILE NO. 12065

The following chattels were sold by public  
 auction at 992 Powell St., Vancouver, B. C. on December 15, 1944.

|                               |        |
|-------------------------------|--------|
| Carton of dishes and sundries | \$1.75 |
| Ten Set                       | 6.00   |
| Stuff and Ceremonial goods    | 5.25   |
| Box of sundries               | 1.35   |
| Glassware                     | 1.25   |
| Dolls and toys                | 1.65   |
| Glassware                     | 3.50   |
| Tripod                        | 1.00   |
| Tripod                        | 0.75   |
| Fish basket and sundries      | 0.75   |
| 4 Vases and Thermos           | 0.60   |
| Box of sundries               | 1.75   |
| Electric mixer                | 8.50   |
| Electric Heater               | 6.25   |
| Atlas                         | 3.50   |
| Gaff Hook                     | 1.75   |
| Christmas decorations         | 2.75   |
| Tray and Fish bin             | 1.50   |
| Pencil sharpener              | 2.10   |
| Barware                       | 2.25   |
| Boxing gloves                 | 3.00   |
| Table parts                   | 2.85   |
| Myograph                      | 8.50   |
| Coltan heater                 | 2.25   |

|  |          |
|--|----------|
| Total                                    | \$ 70.80 |
| Less Expenses: (Auctioneer's Fee: \$7.08 | \$ 21.74 |
| (Advertising: 2.36                       |          |
| (Moving: 12.30                           |          |
| Net Proceeds Credited:                   | \$ 49.06 |

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 37

Remarks.

*Original sent to Evamur on May 31/45*



NAME EUPH. Frank SalasREGISTRATION NO. 97753FILE NO. 12085

The following chattels were sold by public  
 auction at 992 Powell St. Vancouver, B. C. on December 7th, 1945.

Trunk  
 Trunk  
 Books

\$ 3.85  
 5.25  
 1.90

Total

Less Expenses: (Auctioneer's Fee \$ 1.06  
 (Advertising .39  
 (Moving 1.45

\$0.60\$2.90\$7.70

Net Proceeds Credited:

Members of Custodian Staff Present. Mr. Wills  
 Extracted from Auctioneering List No. Vancouver 56

Remarks.

Original sent

Amount 77.45



SUMMARY OF LIABILITIES

File No. 12085

March 6th, 1946

Re: Frank Saionke KUDO (Mr.)  
Registration No. 07753.

There are no claims revealed on this file against the  
above Japanese person.

The above summary is certi-  
fied to be in accordance  
with the information on file:

  
P. Doust

PD/ER

There is no change to be made  
in the above Liability Summary  
at this date.

November 12th, 1946.

  
D. A. CRAMER.

DAC/JS



PERSONAL PROPERTY SUMMARY

File No. 12085

Frank Saisuke KUDO (Mr.)

Registration No. 07753.

Chattels:

A quantity of chattels were originally declared by Kudo in his JP form but on August 24th, 1942 he stated he had sold all his furniture, with the exception of six boxes and two trunks, which later were disposed of by auction and shipment as mentioned in Chattels Summary attached.

Bank Account:

Kudo declared \$27.00 in Savings Account #6881, Royal Bank of Canada, Robson & Granville Streets, in his JP form. No action taken by Custodian in regard to this account.

Life Insurance: A \$1000.00 Manufacturers Life Assurance Company Policy, No. 583184, beneficiary - wife, Toko, was declared by Kudo in his JP form. He stated this policy was in his possession. This policy did not come under the control of the Custodian's Office.

Specified  
Articles:

No Specified Articles are revealed on this file.

NO OTHER PROPERTY OF ANY KIND WHATSOEVER BELONGING TO THIS JAPANESE PERSON IS REVEALED ON THIS FILE.

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

  
P. Douet

PD/ER  
March 7th, 1946.



CHATELS SUMMARY

File No. 12085      Frank Saisuke KUDO (Mr.)      Reg. No. 07753.

A number of chattels were declared by F. S. Kudo in his JP form dated August 13th, 1942, which he stated were to be left at 2050 Alma Road and the key would be given to Adam Smith Johnston, his Solicitor, 511 Royal Bank Building.

In a later declaration dated August 24, 1942 (attached to JP form) Kudo stated he sold all his furniture and all that would be left at the above address would be "six boxes and two trunks." A memo on file dated September 10, 1942, states that the property of the above was moved from 2050 Alma Road to 992 Powell Street, and a warehouse slip shows, under date of September 11, 1942, that six boxes and two trunks belonging to the above were on hand at 992 Powell Street. On December 6, 1942, Kudo signed our list stating that two trunks and six boxes of goods of his were all the chattels remaining in the restricted area of B. C. Kudo signed our Custodian Release form on February 3, 1943, requesting that Box #6 (kitchen utensils) be shipped to Mr. Magobei ISHIDA, House #267, Roseberry, B.C. This box, together with Box #2 containing chinaware, were shipped to Ishida.

On December 15, 1944, at Vancouver Auction 37, the contents of the remaining four boxes were sold, the net proceeds being \$49.06. On December 7, 1945, at Vancouver Auction 56, two trunks and some books were sold, the net proceeds being \$7.70. The above amounts were credited to Kudo's account.

In order that our file might be cleared respecting Kudo's chattels, we wrote him fully on this matter on March 7, 1946, enclosing an extra copy of our letter, requesting him to return same to us, duly signed, if he agreed that we had accounted for all the goods that had come under our charge. This he did, and the signed copy of our letter was received on March 23, 1946.

The above, thus, clears up all the chattels involved.

In a letter dated August 30, 1943, to Adam Smith Johnston, Kudo stated he sold furniture valued at \$90.00 to the tenant, Riley; \$40.00 cash was paid to Kudo before evacuation and the balance of \$50.00 was to have been paid in two monthly instalments of \$25.00. This was paid in full.

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

  
P. Bouet

March 27, 1946.



## STATEMENT RE SALE OF:

Catalogue No: 21  
 Street Address: 2030 Alma Road,  
 Vancouver, B.C.  
 Legal Description: D/25614/27/540.

Name: KUDO, Frank Saisuke

File No: 12085

Reg. No: 07753

Date of Sale and Adjustments ..... October 15, 1943 .....

|                                       | <u>Debit</u>   | <u>Credit</u>  |
|---------------------------------------|----------------|----------------|
| Sale Price                            |                | \$ 2125.00     |
| Real Estate Agents Commission         | 106.25         |                |
| Charge for Valuation                  | 10.00          |                |
| Charge for Advertising                | 4.00           |                |
| Land Registry Office Transmission Fee | 4.35           |                |
| Encumbrances:                         |                |                |
| Unpaid Vendor                         | 289.43         |                |
| Mortgage                              | 882.70         |                |
| <del>Amount of Taxes</del>            |                |                |
| <del>Amount of Charges</del>          |                |                |
| Adjustments:                          |                |                |
| Fire Insurance                        |                | 1.70           |
| Taxes                                 |                | 16.05          |
| Water                                 |                | 3.24           |
|                                       | <u>1296.73</u> | <u>2145.99</u> |
| Net Proceeds credited to your account |                | 849.26         |

Date:..... February 7, 1946 .....

Compiled by:..... George Peters. ....



File No. 12085  
Reg. No. 07753

Frank Salenko AUDIT

| <u>Date</u>      | <u>Particulars</u>  | <u>Debit</u>                                      | <u>Credit</u>     | <u>Balance</u> |
|------------------|---|---|-------------------|----------------|
| 1942 December 24 | Rents collected<br>Agent's commission<br>Repairs  | 12.00<br>30.32                                    | 70.00             |                |
| 1943 February 10 | Accounts collected  |   | 11.00             |                |
| May 3            | Water rates<br>Taxes  | 15.50<br>60.00                                    |                   |                |
| September 28     | Land Registry Office - Certificate of Encumbrance<br>Water to 31st December, 1943<br>Taxes<br>Rents collected<br>Agent's commission<br>Payment on interest on Agreement for Sale<br>Repairs | 1.00<br>7.75<br>255.69<br>21.50<br>107.68<br>3.00 | 175.00            |                |
| October 15       | Balance rents to date, nett<br>Agent's fees   | 17.50   | 6.00              |                |
| 1944 February 1  | Credit re Sale of Property  |   | 849.26            |                |
| March 20         | Refund fire insurance premium   |   | .61               |                |
| August 2         | Settlement of furniture claim<br>Less Agent's commission & court charges  | 14.35   | 40.00             |                |
| August 22        | Refund of advance by B. C. Security Commission  | 200.00  |                   |                |
| March 1          | Cheque to you<br>Proceeds Auction Sale  | 412.58  | 49.06             |                |
|                  |   | <u>\$1,158.87</u>                                 | <u>\$1,202.93</u> |                |

CR \$ 44.06



Catalogue No. 21

Files No. 12085, Int. 721 & 11154

2050 Alma Road

D/13814/27/540

ADJUSTMENTS

As of October 15, 1943.  
77 days to go.

|                                      |                    |          |
|--------------------------------------|--------------------|----------|
| Debit purchaser                      |                    |          |
| 77/365 x \$ 76.08                    | taxes for 1943.    | \$ 16.05 |
| 77/184 x \$ 7.75                     | water July to Dec. | 3.24     |
| 7/72 x \$ 17.50                      | Insurance premium  | 1.70     |
|                                      | Ex. 22/1/44        |          |
| Registration fees on deed. \$2125.00 |                    | 8.65     |
|                                      |                    | <hr/>    |
| Total debits                         |                    | \$ 29.64 |

|   |  |          |
|---|--|----------|
| Credit purchaser                                |  |          |
| Proportion rents for month of Oct. 15 to Nov 15 |  | \$ 23.75 |
| Rents collected for month of Nov. 15 to Dec 15  |  | 23.75    |
|   |  | <hr/>    |
| Total credits                                   |  | \$ 47.50 |
| Less Total debits                               |  | 29.64    |
|   |  | <hr/>    |
| Net credit due to purchaser                     |  | \$ 17.86 |



156 Hillside Ave.  
Wheatmont, Md. P. 2.

April 11, 1946

Dept. of the Sec. of State,  
Office of Custodian.

Dear Sir:-

|                 |             |
|-----------------|-------------|
| EX-1146 SECTION |             |
| Rec'd.          | APR 23 1946 |
| File No.        | 12085       |
| Afs.            | File        |
| Referred        | Down        |

Upon receiving your letter of <sup>my</sup> ~~your~~ analysis dated, March 28, 1946, stating completion of administration on my affairs.

I am perfectly satisfied and fully acknowledge your authentic statement.

I wish to express my sincere appreciation of thanks for the kind and diligent care rendered throughout to the conclusion.

Yours very sincerely,

Frank S. Kudo