

12612

REAL ESTATE

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE No. 12612

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: NEGORO, Shinichi
From 1254 Powell St., Vancouver, B. C.
HOME ADDRESS: Now in Hastings Park, Vancouver, B. C.
REGISTRATION NUMBER 05318 SEX: Male AGE: 45
OCCUPATION: Manufacturer

(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 1260 Powell St., Vancouver, B. C.

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Chizu 6771

ADDRESS OF WIFE OR HUSBAND: 1254 Powell St., Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: Hitoshi (M)
Takashi (M)
Kazumi (F)
Emi (F)

ADDRESS OF CHILDREN: 1254 Powell St., Vancouver, B. C.

AGE OF CHILDREN: 10, 8, 5 & 1 Yr.

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

1. LOCATION AND DESCRIPTION: Has house and promised to give us full
particulars on August 27, 1942. 1254 Powell St., Vancouver, B. C.
Also has Work Shop at 1260 Powell St., Vancouver, B. C.

Lot 12, Subd. 3, Blk. A, D.L. 192

2. BUILDINGS AND OTHER IMPROVEMENTS: None

3. INSURANCE (Give particulars; state where policies are) Will give us particulars on
August 27, 1942.

4. TAXES (Amount and where payable) Unknown, will give us the information on
August 27, 1942.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

6. OCCUPANCY AND LEASES (If vacant so state) None

From 1254 Powell St., Van. B. C. Two storey, 6 roomed, wooden frame building.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Now in Hastings Park, Vancouver, B. C.

2. LANDLORD'S NAME AND ADDRESS: Solo

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

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

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

CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: _____
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____
8. BANK ACCOUNTS: _____
9. LIFE INSURANCE: _____
10. INTEREST IN ANY ESTATES OR TRUSTS. _____
11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____
2. TRADE DEBTS: _____

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

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

Dated this 26th day of August 1942.

(Signature)

S. Negro

E. C. Ruffley
Witness

FOR DEPARTMENTAL USE

P.D.
INFORMATION FROM R.C.M.P.

152612
DATE July 13/43

File No. 12612

Full Name NEGORO, Shinichi
(Surname in Block Letters)

Registration No. 05318

Male - Female
(Check)

Age 44

Former Address 1254 Powell St., Vancouver, B. C.

Date Evacuated 29/3/42

Naturalized - Canadian-Born - National
(Check)

Present Address Tashme, B. C.

Married - Single
(Check)

Name of Wife Shoji, Chizu #05400

Name of Husband _____

Name of Mother _____

Name of Father _____

Names of Children under 16 Hiroshi Jan. 19/32 (M) Kazumi Nov. 2/37

Takashi (M) Nov. 7/34 Eri July 23/41 (F)

Requested by ECT

Registered with Custodian
(Yes or No)

Additional Information Coat hanger mfg. Property - house & property - workshop

25th October, 1945.

Messrs. Macrae, Montgomery & Clyne,
Griffin, Montgomery & Co.,
Bank of Nova Scotia Building,
Vancouver, B.C.

Attention: Mr. Montgomery.

Dear Sirs:

Re: Lot 12, Blk. 3, subdiv.
"A". D.L. 182. Plan 176 - 1254/1260 Powell St.

Since your telephone conversation of yesterday I have looked into the matter of revenues received from the above property.

After reviewing same I am prepared to agree with you that the net revenue received during our administration should accrue to the Title holders.

Arrears of taxes to 1942 amounting to \$239.05 have been paid as well as items for fire insurance, water rates, commissions and Side Walk Bond and the net revenue remaining is \$198.25.

No money has been paid out to Mr. Negro or for any purpose *etc* connected with this property. We are enclosing herein our cheque for this amount made out in favour of the Royal Trust Company.

I am referring you to your letter of September 24th and to your undertaking to make the necessary arrangements to absolve us from any liability in connection with the Side Walk Agreement.

Kindly advise us in due course in regard to the completion of this matter.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

encl.

12612

October 24th, 1945.

MEMORANDUM

To: Mr. Shears,

From: Ian Macpherson.

Re: Lot 2, Blk. 3, Subdiv. "A", D.L.
182, Plan 176.
Shinichi NEGORO.

Negoro's account at the Royal Trust shows that there was owing by him on the Agreement for Sale from Elizabeth Emily McFeely in trust and Rober Scott Lennie in trust on the 29th April 1942, the date of Negoro's evacuation, the sum of \$1260.88 and principal interest to that date of \$34.77, a total of \$1295.65.

I.M.

IM:ML

See Aug. 25 Memo.

Balance Option	1,566.97	
Taxes	<u>314.28</u>	1,881.25
Less our credit		<u>198.25</u>
		1,683.00

Position at Evacuation
(as above)

Balance of Option	
1,295.65	
Taxes	<u>239.05</u>
	1,534.70

Thus even after paying \$198.25 to Royal Trust the position of the Title holders has gone back during our administration and Negoro cannot be said to be entitled to any revenues received.

I. Shears

C
O
P
Y

KNOW ALL MEN BY THESE PRESENTS:

THAT I, FRANK G. SHEARS, of the City of Vancouver, in the Province of British Columbia, Authorized Deputy of The Secretary of State of Canada acting in his capacity as Custodian of Enemy Property, DO HEREBY ACKNOWLEDGE AND DECLARE that that certain Option granted on the 26th day of September 1937 by Elizabeth Emily McFeely, Executrix of the Will of Edward J. McFeely deceased and R. S. Lennie, Executor of the Will of C. L. Jameson deceased to Samosuke Maikawa, of 333 Powell Street, Vancouver, British Columbia, covering Lot 12, Block 3, Subdivision "A", District Lot 182, Group 1, New Westminster District, Plan No. 176, and assigned on the 9th day of February 1939 by the said Samosuke Maikawa to Shinichi Negoro, of 1663 Franklin Street, Vancouver, British Columbia, has not been accepted or exercised and has been allowed to lapse and is now deemed to be forfeited and terminated.

IN WITNESS WHEREOF I have set my hand and seal on the 27th day of September 1945.

SIGNED, SEALED AND DELIVERED)

In the Presence of:

(signed) "P.M. Harrop"
Secretary.

(signed) "F.G. Shears" (Seal)

(F. G. SHEARS)
Authorized Deputy of the Secretary
of Enemy and/or Custodian.

*Macrae, Montgomery & Clynne
Griffin, Montgomery & Co.*

Barristers & Solicitors

J. K. MACRAE, K.C. J. V. CLYNE
D. S. MONTGOMERY
M. J. GRIFFIN D. K. MACRAE
V. R. HILL

Rec'd	SEP 25 1945
File No.	12612/Int 338
By	M. A. A. A.

TELEPHONE MARINE 8135

Bank of Nova Scotia Building

Vancouver B.C.

September 24th, 1945.

H.

The Custodian's Office,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Attention Mr. F. G. Shears

E. J. McFeely Estate and C. L.
Jameson Estate re S. Negro
Your File 12612/338 (Int.)

We duly received your letter of September 12th and are now writing you as follows:

1. We are enclosing a short document in duplicate which we have prepared along the lines suggested in your letter and we should be much obliged if you would have the original copy signed by Mr. Shears and returned to us as soon as possible.
2. After making certain inquiries we find that the question of the sidewalk crossing agreement which is referred to in your letter will not cause any difficulty. It turns out that in November 1942 the City of Vancouver upon certain representations made to it withdrew the cancellation notice and decided to continue the agreement indefinitely. We now propose to make arrangements whereby the existing bond will be cancelled and a new one issued, or alternatively that the terms and conditions of the existing bond be altered so as to relieve you from any further liability in this regard. This no doubt will be satisfactory to you and we are quite prepared to undertake that the enclosed document duly executed by you will not take effect until these arrangements have been made.
3. Our clients have again referred us to the fact that as mentioned in our letter of August 23rd your office has been receiving the rents from the property for nearly three years past, and that no portion of the same has been applied towards or for the benefit of the property. We are therefore instructed to ask you

*Approved
2/28*

*To
reference
copy
P
2/28*

- 2 -

to consider this feature and to let us know whether
the whole or any portion of the said rents will now
be refunded to our clients.

Yours truly,

MACRAE, MONTGOMERY & CLYNE,

Per - *[Signature]*

DSM.
Enc.

12612

338 (Int.)

12th September, 1945.

Messrs. McRae, Montgomery & Clyne
Griffen, Montgomery & Co.,
Bank of Nova Scotia Building,
Vancouver, B.C.

Dear Sirs:

Re: Lot 12, Block 3, Subdiv. "A"
D.L. 182, Plan 176

Referring to your letters of the 21st and 23rd August.

After reviewing the facts in connection with the Japanese interest in this property we agree to your suggestion and would be prepared to execute a short document to the effect that the option to purchase contained in the Agreement dated September 26th, 1937, between Elizabeth Emily McFeely and Others and Sennosuke Maikawa, which according to information was assigned to Shinichi Negoro in the year 1939, has not been accepted. We agree, therefore that the Option has been allowed to lapse and may be considered as being forfeited.

However, before this is done the matter of a sidewalk crossing agreement will need to be disposed of. Under an Agreement dated September 14th, 1932, between Sugamori as the Principal, and the City of Vancouver, Sugamori obtained permission to construct a sidewalk crossing. One of the terms was that he provide the City with indemnity and a Bond of a Surety Company as security for the performance of his indemnity.

This Bond with the Canadian Surety Company continues from year to year until such time as the City permits it to be discharged and the City will not permit it being discharged until such time as the crossing is removed and the sidewalk restored.

It would appear that on October 24th, 1942, the City demanded that this crossing be removed and the sidewalk restored, but apparently this has not as yet been done. The obligation of restoring this sidewalk will be one of the obligations which the registered owner must necessarily assume and in consideration of the Discharge of the Option above referred to it would appear necessary for the sidewalk to be restored and a Release of the Bond obtained, otherwise we be indemnified against any claims under the Bond and any claims by the City.

For your information the premium on the Bond is due today and we have forwarded our cheque of \$10.00 to the Canadian Surety Company.

103/101

P. G. Shears,
Director.

Yours truly,

We will be glad to hear further from you in regard to what steps
you will take in connection with the matter of the sidewalk crossing.

LOCKE, LANE, GUILD & SHEPPARD

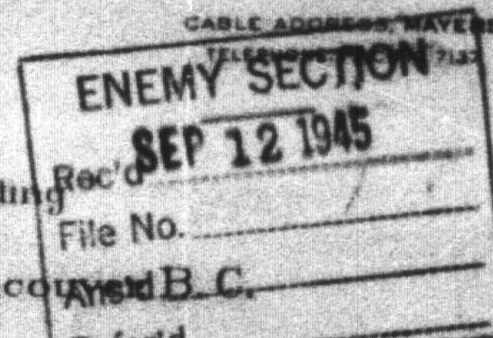
Barristers & Solicitors

C. H. LOCKE, K.C.
W. S. LANE C. H. GUILD, K.C. (MAN)
F. A. SHEPPARD, K.C. (BANK) K. L. YULE
J. R. YOUNG S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B.C.

September 11th, 1945.



Office of the Custodian,
509 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B.C.

Attention Mr. Shears

Dear Sirs:-

Re : Files No. 13547 and 12612,
NEGORO Shinichi #05318 - and Sidewalk
Crossing Bond No. 154038- Shinsuke Sugamori
to the City of Vancouver

We are returning your files. The matter of the Bond of the Canadian Surety Company arises this way; under the agreement of September 12th, 1932 between Sugamori, as the Owner, and the City, Sugamori obtained permission to construct a sidewalk crossing. One of the terms was that he provide the City with indemnity and a Bond of a Surety Company as security for the performance of his indemnity; that Bond continues from year to year until such time as the City permits it to be discharged and the City will not permit it being discharged until such time as the crossing is removed and the sidewalk restored. On October 24th, 1942 the City demanded that this crossing be removed and the sidewalk restored but that apparently has not yet been done. In taking over the Agreement the obligation of restoring this sidewalk will be one of the obligations which the registered owner must necessarily assume and we would suggest that you arrange with Mr. Montgomery that in consideration of your providing him with form of release he will have the sidewalk restored and procure a release of the Bond, or indemnify you against any claims under the Bond and any claims by the City.

In the meantime it would appear that you might pay this premium of \$10.00 which has matured.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, K.C.
W. S. LANE C. K. GUILD, K.C. (MAN)
F. A. SHEPPARD, K.C. (BARR.) M. L. YULE
J. R. YOUNG S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B.C.

September 10th, 1945.

ENEMY SECTION	
TELEPHONE: 2423, 2424	
Rec'd	SEP 10 1945
File No.	15612 / 338
Ans'd	
Referred	MR. Shears

Office of the Custodian,
509 Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B.C.

Attention Mr. Shears

Dear Sir:-

Re : Lot 12, Block 3, Subdiv. "A"
D.L. 182, Plan 176, File No. 12612
NEGORO, Shinichi

We have considered your files and we agree that there is no equity in this property having regard to the valuations by Messrs. Pembertons and the prior claim for unpaid purchase monies and taxes. We therefore suggest that the property be allowed to revert to the Vendor or Optionor. The only difficulty is to determine whether the matter shall be terminated by letter stating the option has been forfeited or by Quit Claim Deed. Apparently under Clause 4 of the Option if a letter of acceptance be sent then the option would become an Agreement of Sale; if that letter were sent by the Japanese and we do not know whether it has been then a Quit Claim Deed would be appropriate. However, we think you might be guided in this matter by the request of Mr. Montgomery.

We return your files.

Yours truly

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB.

File No. 12612.

August 25th, 1945.

MEMORANDUM

TO: Mr. Shears

FROM: Mr. Macpherson

Re: Lot 12, Block 3, Subd. "A",
D.L. 182, Plan 176.

Title in the name of Elizabeth Emily McFeely, In Trust, and Robert Scott Lennie, In Trust. There is an unregistered option from the Registered Owners to Sannosuke MAIKAWA, dated 26th September, 1937, assigned to Shinkichi NEGORO, the option being for \$1,780.41 at 7% payable \$25.00 monthly, to the Royal Trust Company. NEGORO'S liability in respect to this option agreement, on the 26th June, was \$1,566.97, and taxes unpaid, \$314.28. NEGORO has a credit with the Custodian of \$190.00.

As the property has been valuated by Pembertons at \$1,000.00 (assessed value \$2,280.00) and the NEGORO equity apparently small or nil, I suggested to Mr. Garvin, of the Royal Trust, on 10th inst., that provided the Royal Trust procured a release of the Custodian from a certain sidewalk crossing agreement (copy on file) dated 12th September, 1932, and affecting the property, the Custodian might vacate the vesting registered by him.

Mr. Garvin suggested that the Custodian should give a Quit Claim to the Registered Owners. The object of this would be to avoid the costs of proceedings to cancel the option of purchase. To this I did not agree, and Mr. Garvin said he would refer the matter to the solicitors of the McFeely Estate, Messrs. Griffin, Montgomery & Co.

We are now in receipt of the attached of August 21st and 23rd, from Mr. Montgomery, which you may want to discuss with Mr. Sheppard as to the liability of the Custodian under the crossing agreement.

Macpherson

IM:JB
Atch.

*Macrae, Montgomery & Clyne
Griffin, Montgomery & Co.*

Barretton & Schellen

J. K. MACRAE, K.C. J. V. CLYNE

D. S. MONTGOMERY

M. J. GRIFFIN D. K. MACRAE

V. R. MILL

TELEPHONE MARINE 2135

Bank of Nova Scotia Building

Vancouver B.C.

August 23rd, 1945.

EVACUATION SECTION	
Rec'd	AUG 24 1945
File No.	17612
Ans.	J.H.
Referred	Thompson

H.

The Custodian's Office,
675 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Attention Mr. McPherson

E. J. McFeely Estate and Mrs. C. L.
Jameson Estate - Option to S. Mai-
kawa Assigned to S. Negoro

We refer to the letter which we wrote to you on August 21st regarding this matter. We have since been making further inquiries and are now informing you of the following additional facts:

1. In addition to the balance of principal amounting to \$1,260.88 referred to in our said letter, the arrears of interest as at 26th August 1945 amount to the sum of \$321.81, making a total for principal and interest of \$1,582.69.
2. To the above amounts there should be added \$302.84 representing unpaid taxes up to the end of 1945. This makes a total of \$1,885.53 which is more than the price for which the Option was originally given. The property will be sold by the City of Vancouver in November of this year unless sufficient taxes are paid to protect the same.
3. Since the latter part of 1942 the Royal Trust Company has been paying over to you the rents collected by them from the property at the rate of \$20.00 per month and these rents for a period of nearly three years have been retained by your office and no portion of the same has been applied towards making the payments under the Option or towards the payment of taxes. During this period no moneys whatsoever have been paid to the two owners and in fact the last payment which they received from any source was on the 15th of January 1942.

We submit that the foregoing facts furnish additional reasons why the two owners should not be put to any further trouble and expense and we ask you to give these facts your favorable and sympathetic consideration in dealing with the request made in our letter of August 21st.

Yours truly,

MACRAE, MONTGOMERY & CLYNE,

Per - *Thy*

DSM.

Macrae, Montgomery & Clyne
Griffin, Montgomery & Co.

Chartered & Solicitors

J. K. MACRAE, K.C. J. V. CLYNE

D. S. MONTGOMERY

M. J. GRIFFIN D. K. MACRAE

V. R. HILL

EVACUATION SECTION

AUG 22 1945

Rec'd

File No.

Ans.

Referred

12607
sw
McPherson

TELEPHONE MARINE 6123

Bank of New South Building

Vancouver B.C.

August 21st, 1945.

H.

The Custodian's Office,
675 West Hastings Street,
Vancouver, B. C.

Dear Sirs:

Attention Mr. McPherson

E. J. McFeely Estate and Mrs. C. L.
Jameson Estate - Option to S. Maikawa
Assigned to S. Negoro

In this matter we act for the E. J. McFeely Estate and Mr. Campbell of the firm of Campbell, Brazier & Fisher acts for the Mrs. C. L. Jameson Estate, the facts being briefly as follows:

1. On 26th September 1937 the Executors of the two estates granted an Option to S. Maikawa for the purchase of Lot 12, Block 3, Subdivision "A", of District Lot 182, Group 1, N. W. D., Plan No. 176, for the sum of \$1,780.41. The Option was a renewable one, that is to say it could be renewed by the making of successive monthly instalments of \$25.00.
2. Under the terms of the Option the purchase price should have been paid in full some years ago and no payments entitling the Option Holder to a renewal of the Option have been made for a long time. It follows that in law the Option has lapsed and is no longer in effect.
3. On the 9th of February 1939 S. Maikawa assigned the benefit of the Option to Shinichi Negoro of 1663 Franklin Street, Vancouver, and we understand that a Vesting Order has been made in favor of the Custodian.
4. If the Option were still in force and if the renewal payments made by the Option Holder had been applied in reduction of the of the purchase price in the manner provided in the Option, the balance of principal would stand to-day at \$1,260.88, so that during a period of eight years the owners would only have received a little over \$500.00 on account of the principal.

*See letter
Aug 22
1945
12607*

We discussed this matter with Mr. McPherson yesterday and informed him that the two owners were very anxious to resell the property and dispose of the matter, and that although the Option had been legally or technically terminated they would much prefer to obtain a waiver of interest from any person who was authorized to give the same. The suggestion we make is that the Custodian should now execute a short document simply acknowledging that the Option in question has been duly forfeited or otherwise terminated, and that the same now has no further force or effect etc. Will you kindly consider the matter at your earliest convenience and let us know whether such a document will be furnished?

Yours truly,

MACRAE, MONTGOMERY & CLYNE,

Per - *D.S.L.*

DSM.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 24 1942

TO Shinsuke Sugamori,
1254 Powell Street, Vancouver, B.C.

or c/o Custodian of Enemy Property,
675 West Hastings Street, Vancouver, B.C.,

and

TO Custodian of Enemy Property,
675 West Hastings Street, Vancouver, B.C.,

and

TO The Canadian Surety Company,
A Guarantee Company having an office at
510 West Hastings Street, Vancouver, B.C.
757 *Pender*

Shinsuke
12614
have Surety Co
are renewing policy
I will bill us for
amount of 1 year
current premium
agreed to pay
but once for current
as funds would for
renewal

TAKE NOTICE that the City of Vancouver, pursuant
to the terms, covenants and conditions of an indemnity agreement
relative, inter alia, to establishing, maintaining, using, and
removing of a crossing over the sidewalk in front of the
premises hereinafter described, entered into by Shinsuke Sugamori,
a Japanese, as Party of the First Part, and the City of Vancouver,
as Party of the Second Part, dated the 12th day of September,
A.D. 1932, and pursuant to an undertaking set out in an indemnity
bond written by The Canadian ^{*Surety*} ~~Indemnity~~ Company, as Surety, the
said Shinsuke Sugamori, as Principal, and the City of Vancouver
as Obligor, the said Obligor hereby gives notice in accordance
with paragraph 8 of the said agreement, that it requires the
removal and discontinuance of the said sidewalk crossing, and
the restoration of the sidewalk and curb to their original
condition, or to a condition similar to the sidewalk and curb
adjoining the said sidewalk crossing, within one month from
the date hereof.

A departmental permit for the said work of removal
and restoration must be obtained from the office of the City
Engineer, City Hall, Vancouver, B.C.

The location of the said sidewalk crossing referred

to in the said agreement and bond is on the south side of
Powell Street in front of Lot 12, Block 5, Subdivision "A"
of District Lot 182, Group 1, New Westminster District,
according to map or plan of the said subdivision deposited
in the Land Registry Office in the City of Vancouver,
Province of British Columbia, and numbered 176.

DATED at Vancouver, B.C., this 24th day of October,
A.D. 1942.

W. J. Hume
CITY CLERK

2007

MEMORANDUM OF AGREEMENT

Made and entered into this twelfth day of September
in the year of our Lord, one thousand nine hundred and thirty-two (A.D.1932).

BETWEEN

SHINSUKE SUGAMORI, 1254 Powell Street,
Vancouver, Province of British Columbia,
being the Lessee.

hereinafter called the "Owner."
OF THE FIRST PART,

AND

CITY OF VANCOUVER, hereinafter called the "City,"

OF THE SECOND PART.

WHEREAS Shinfuke K. Sugamori, being the Lessee (hereinafter called
the "Owner")
of Lot Twelve (12), Block Three (3), Subdivision "A" of District Lot
One Hundred and Eighty-two (182), Group One (1), New Westminster District
according to Plan No. 176 deposited in the Land Registry Office,-----

in the City of Vancouver, has requested the City to grant him permission
to construct and maintain a crossing over the sidewalk in front of the
above-described lot and which request the City has agreed to grant, subject
to the terms and conditions hereinafter set forth,-

NOW THEREFORE THIS AGREEMENT WITNESSETH:

1. That, in consideration of the premises and of the covenants con-
tained herein by the Owner to be performed and observed, the City doth
grant unto the Owner, subject to the approval of the Chief of Police of
the City of Vancouver, permission to establish and maintain a crossing over
the sidewalk in front of the above-mentioned lot and premises, the said
crossing to be situated on the south side of Powell Street, in the City
of Vancouver, and to be constructed in accordance with the plan hereto annexed.

2. The said crossing shall be made with due regard to the public
safety, and under the supervision of and to the satisfaction of the City
Engineer of the City of Vancouver.

REFER TO
FILE NO. 2007.

3. The Owner covenants that he will pay to the City the fee of five dollars (\$5.00) upon the execution of this agreement, and for the permission hereby granted, the annual rent of sum of one dollar (\$1.00), and also the registration fees, \$2.60; the said registration fees and the first of said annual payments and the said fee of five dollars (\$5.00) to be payable upon the execution of this agreement; the ensuing sum of one dollar (\$1.00) to be paid on the first day of September in each and every year during the continuance of this agreement.

4. And the Owner covenants with the City that he will indemnify and save harmless the City from all loss, costs, expense, damages, or compensation, and from all suits, claims, proceedings, and demands at law, or arbitration or otherwise, which may arise by reason of the construction or maintenance of the said crossing, or arising therefrom or incidental thereto in any manner whatsoever, or from the permission hereby granted.

5. The Owner further covenants that in the event of any action being brought by any person, persons, or corporation to recover damages or compensation arising from the construction or maintenance of the said crossing, or arising either directly or indirectly therefrom, or as incident to, or in consequence of, the execution of this agreement, then the City shall have a remedy over against the Owner, and may recover from the Owner all costs, damages, compensation, and expenses to which the City may be put by reason of such action or proceedings, and may enforce payment of the same by the Owner.

6. And the Owner doth hereby charge his property hereinbefore described in favour of the City for the payment of all sums which may at any time hereafter be payable in respect of any damages or compensation, costs or expenses, as aforesaid arising from the construction or maintenance of the said crossing or from the permission hereby granted.

7. And the City, its agents or servants, shall have the right at any and all times of entering into and upon the premises of the Owner for the purpose of constructing, maintaining, altering, or inspecting any corporation works running underneath the sidewalk or in the vicinity of or adjacent to the said crossing.

8. And the Owner covenants with the City that he will when the said crossing is no longer required or in use, and in any event, and at any time, upon receiving one month's notice in writing, remove and discontinue the aforesaid crossing, and will restore the sidewalk and curb to their original condition or similar to the sidewalk and curb adjoining at his own expense, and that in the event of his not doing so within the time specified in said notice, he will pay all costs, charges, and expenses to which the City may be put by reason of such removal and restoration as aforesaid by the City.

9. The Owner also agrees that in the event of any alteration or change being rendered necessary by the said works to any meter, water-service, sewer, or other public works or utility under that portion of the sidewalk in front of the hereinbefore-described property by reason of the construction of the said crossing, the Owner will reimburse the City for whatever sums may be incurred by the City in making such alterations.

10. It is hereby understood and agreed that the covenants herein contained shall be deemed to be, and shall be, covenants running with the land, which shall at all times be charged and chargeable with any and all claims for compensation, suits, and demands which may be made against the City by reason of the construction and maintenance of the said crossing, or arising therefrom in any manner whatsoever, or by reason of the permission hereby granted.

THIS INDENTURE made on the Twenty-sixth day of September, in the year of our Lord one thousand nine hundred and thirty-seven.

BETWEEN:

ELIZABETH EMILY MCFEELY, of the City of Vancouver in the Province of British Columbia, Executrix of the Will of Edward J. McFeely, deceased, and R. S. LENNIE, of the City of Vancouver aforesaid, Executor of the Will of C. L. Jameson, deceased, (Hereinafter called "The Owners")

OF THE FIRST PART

AND:

S.M.
H.D.

SANNOSUKE
SAMASUKE MAIKAWA, Fish Merchant, of 333 Powell Street, in the City of Vancouver, in the Province of British Columbia, (Hereinafter called "The Option Holder")

OF THE SECOND PART

WITNESSETH:

1. That in consideration of the sum of One Hundred (\$100.00) Dollars now paid by the Option Holder to the Owners (the receipt whereof is hereby acknowledged), and in consideration of the Option Holder covenanting as hereinafter set out to provide for the taxes on the property hereinafter recited, the Owners hereby give to the Option Holder, his heirs, executors, administrators and permitted assigns, the sole and exclusive option for the period of one calendar month from the date hereof, to purchase on the terms and conditions hereinafter set forth the following property, namely:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver in the Province of British Columbia and known and described as Lot Twelve (12) in Block three (3) in Subdivision "A" of District Lot one Hundred and eighty-two (182), Group

One (1) New Westminster District, Plan No. 176.

2. The Option Holder shall be entitled to obtain successive renewals of this option for consecutive periods of one month each upon payment in each such case of an additional sum of Twenty-five (\$25.00) Dollars, such payments to be made to the Owners at the office of The Royal Trust Company, 626 West Pender Street, Vancouver, British Columbia, not later than one month respectively after the date of the preceding payment made by the Option Holder under the provisions hereof.

3. The purchase price of the said lands and premises shall be the sum of One Thousand seven hundred and eighty dollars and forty-one cents (\$1,780.41) together with interest on so much thereof as from time to time remains unpaid at the rate of seven (7%) per cent, per annum until the whole of the said purchase price shall have been fully paid.

4. The Option Holder shall be entitled to exercise this option or any renewal thereof by a notice in writing addressed to the Owners and either delivered at the office of The Royal Trust Company aforesaid or mailed under registered cover to the Owners at the said address, and in the event of such exercise all and any amounts paid by the Option Holder for this option and for any renewal or renewals thereof, but not including the sum to be paid by the Option Holder for the taxes as hereinafter provided, shall be applied upon the purchase price, and upon payment by the Option Holder of such balance of purchase price together with interest thereon as hereinbefore provided (such payment to be made not later than one week after any such exercise of this option) the Option Holder shall be entitled to receive from the Owners a good and valid conveyance of the said lands and premises.

5. In the alternative and upon the express condition that the Option Holder shall have paid to the Owners not less than the sum of Five Hundred (\$500.00) Dollars, such sum to be calculated without any credit for the payment to be made by the Option Holder on account of taxes as hereinafter provided, on account of the said purchase price, the Option Holder upon exercising this option and in lieu of payment of the whole balance of the purchase price in cash as aforesaid, shall be entitled to receive from the Owners an Agreement for Sale covering the said lands and premises for the sum of One Thousand seven hundred and eighty dollars and forty-one cents (\$1,780.41). Such Agreement for Sale shall be dated as of the date of these Presents and shall credit the Option Holder as and for his cash payment with the total of the amounts theretofore paid by him by virtue of these Presents not including the sum to be paid by the Option Holder for the taxes as hereinafter provided (being not less than the sum of Five Hundred (\$500.00) Dollars), and shall provide for the payment of the balance of the purchase price by monthly instalments of Twenty-five (\$25.00) Dollars each (to include principal and interest) until the expiration of five (5) years from the date hereof, and the then remaining balance on or before the Twenty-sixth day of September, 1942, and shall provide for the payment of interest by the Option Holder at the rate of Seven(7%) per cent. per annum as hereinbefore provided. The said Agreement for Sale shall be in such usual and customary form as may be approved by Griffin, Montgomery & Smith, the solicitors for the Owners.

6. As part of the consideration for the granting of this option the Option Holder hereby covenants and promises to pay to the City of Vancouver such sum (in the neighborhood of One Hundred and Fifty (\$150.00) Dollars) as is necessary to protect the aforesaid property from the tax sale to be held in 1937 and agrees that such sum is not to be credited to him as a payment on account of purchase nor in the statement of adjust-

ments to be prepared in the event of the exercise of the option.

7. In the event of an exercise by the Option Holder of this option, all adjustments of taxes, insurance and water rates and other customary adjustments shall be made as at the 26th day of August 1932 and shall be settled in cash at the time of such exercise of this option.

8. It is expressly understood and agreed that as and for additional consideration for this option or any renewal thereof, and as a condition precedent to the said option or any renewal thereof, the Option Holder shall not permit any liens, charges or other encumbrances to be filed or registered upon or against the said lands and premises in respect of any buildings which may be erected upon the said lands or in respect of any repairs or alterations to any such buildings, and also that the Option Holder shall upon demand forthwith pay to the Owners any and all insurance premiums in connection with any fire insurance placed by the owners upon or in respect of any such buildings.

9. This option shall not create a lien or charge of any kind upon the said lands, and shall not be registered in the Land Registry Office, and shall not be assigned by the

The attached Option to Purchase is a true copy of the one held by

Elizabeth Emily McFeely and R. S. Lennie dated

26th September, 1937 given by Sannosuke MAIKAWA.

October 7th, 1942.

Lawrence

A Notary Public in and for the
Province of British Columbia

SANNOSUKE by SANNOSUKE MAIKAWA in the
S.M. presence of:
R.D.

S. Mizuhara

Sannosuke Maikawa
(Seal)

MAILED

26th

1937

1761

ELIZABETH EMILY McFARLANE
and R. S. LEMMON

to

SANOSUKE MATSUMURA

OPTION

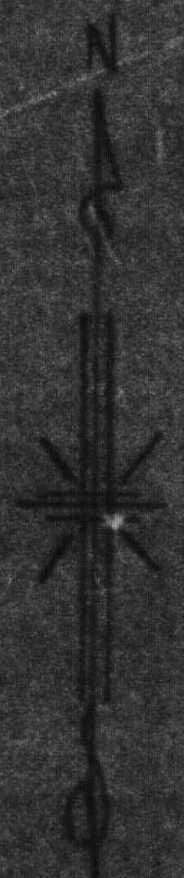
GRITTIN, MONTGOMERY & SMITH

POWELL STREET

B. C. E. R. TRACKS

CONCRETE SIDEWALK

CONCRETE CROSSING
BY BRIDGE OVER



Scale 1 in. = 20 ft.

BLOCK 3, D.L. 182^A

PLAN OF CROSSING TO
BERRY BOX FACTORY
Fronting LOT 12, BLK 3, D.L. 182^A

BOND

KNOW ALL MEN by these Presents, that SHINFUKE
SUGAMORI, 1254 Powell Street, Vancouver, Province of British
Columbia.

hereinafter called the "Principal", and the

Vancouver, B.C., and hereinafter called the "Surety", are severally
held and firmly bound unto the City of Vancouver, each in the
penal sum of Two Thousand Dollars (\$2,000.00) of lawful money of
Canada, to be paid to the said City of Vancouver, or to its
certain attorneys, successors, or assigns, for which payment well
and truly to be made we jointly and severally bind ourselves, our
and each of our respective heirs, executors, administrators,
successors, and assigns, and every of them, forever firmly by these
presents.

SEALED with our several and respective seals.

DATED the twelfth day of September, in the year
of our Lord One Thousand Nine Hundred and thirty-two (A.D. 1932).

Whereas by certain Articles of Agreement, bearing
even date with the above obligation, the above-bounden Principal
has contracted and agreed with the above-named, the City of Vancouver,
to indemnify and save harmless the City of Vancouver, in respect of
the installation and maintenance of a crossing over the sidewalk on
the south side of Powell Street adjoining Lot Twelve (12), Block
Three (3), Subdivision "A", of District Lot One Hundred and Eighty-
two (182); Group One (1), New Westminster District, Plan No. 176
deposited in the Land Registry Office, City of Vancouver, and ---

in the said Articles of Agreement and plan annexed thereto more particularly set out and described, and having been required to furnish good and sufficient security for the due and proper fulfillment of the said agreement, the above-bounden Surety has consented to become such security, and to execute these presents.

NOW THE CONDITION of the above obligation is such that if the above-bounden Principal shall well, truly, and faithfully, in all respects, perform, execute, and carry out the said agreement and all the terms and conditions thereof to the satisfaction of the City of Vancouver, and shall keep and maintain in good order and complete repair the whole of the works in the said agreement specified, and shall at all times indemnify and keep indemnified the said City of Vancouver and all its officers, servants, and agents from all and all manner of loss, damage, expense, suits, claims, liens, and demands arising out of the said agreement, or incurred by reason of the installation and maintenance of the said works, according to the terms of said agreement, then this obligation to be null and void, otherwise to remain in full force and virtue.

AND IT IS HEREBY DECLARED AND AGREED that the above-bounden Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge or release of liability to the said Surety, any law or usage relating to the liability of sureties to the contrary notwithstanding.

SIGNED, SEALED, and DELIVERED

in the presence of

Principal

Surety

The attached Agreement is a true and correct copy of the Agreement dated the 12th September, 1932, between SHINSUKE SUGAMORI and the City of Vancouver, which Agreement is on file in the Office of the Solicitor of the City of Vancouver.

It is hereby understood and agreed, and this agreement is made on the express understanding, that if the work herein contemplated shall not be fully installed and completed within six months from the date hereof, the permission hereby granted shall be automatically cancelled, and the rights and privileges of the Owner herein shall be absolutely revoked and at an end, and the Owner shall have no recourse whatever against the City by reason of the permission hereby granted or the execution of these presents, and any work commenced or partially completed or under construction shall forthwith be completely and entirely removed by the Owner without any cost whatsoever to the City.

This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

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

SIGNED, SEALED, and DELIVERED
IN THE PRESENCE OF:

"T. E. Rose".

"S. Sugamori"

"Louis D. Taylor"

MAYOR.

"Chas. Jones"

CITY CLERK.

JOHNSON, REEVE AND WATSON
ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

BANK OF NOVA SCOTIA BUILDING
602 WEST HASTINGS STREET
VANCOUVER, B.C.

3rd August, 1945.

The Custodian's Office,
509 Royal Bank Building,
Vancouver, B.C.

File Nos. 12612 and 1698
Evacuee Section
Attention of Mr. K.W. Wright

ENEMY SECTION	
Rec'd	12612
File No.	12612, 1698
Ans'd	
Refer'd	

Dear Sir: re 1254-1260 Powell Street, Vancouver
Lot 12, Block 3, D.L. 182A

I have inspected this property and beg to report as follows:

Location The location is an outlying section where only a small amount of light industrial development has taken place, apart from the waterfront.

Land The dimensions of the land are:-
Frontage 53.75 ft., East boundary 106.1 ft., West boundary, 105.85 ft. There is no lane at the rear.

The buildings are as follows:-

Dwelling 1½ and 1 storey wood frame building with 6 rooms and pantry and an outhouse with a wood bathtub and w.c. The only other plumbing is a tap in the kitchen with no sink. The ceilings and walls throughout are lined with shiplap, papered. One of the bedrooms is not partitioned from the hallway. The first water connection was made in 1898 and the house appears to be of the age indicated 47 years. The foundations appear to be wood posts, the outer walls siding and the roof shingled.

The building is in poor condition and the roofs will have to be reshingled very soon. It looks as if nothing has been spent on maintenance for a long time.

Warehouse 2 storey wood frame building 20' x 60' finished with siding in front and shiplap in the back part, and sheet rubberoid roof covering. This was locked up and I could not see the interior. The building is old although probably erected later than the house. The foundations are concrete blocks.

The building is in poor condition and is leaning over and may not be entirely safe. It is used by the proprietor of "Happyland" for storage.

Sheds There are some shiplap sheds at the back.

<u>Income</u>	The yearly rents are	\$ 240.
	Taxes (net)	88.46
	Water rates	11.25
	Fire Insurance (estimate)	8.63
	Collections	12.
		<u>\$120.34</u>
		<u>120.</u>
	Surplus for maintenance, depreciation, vacancies, etc.	<u>\$ 120.</u>

JOHNSON, REEVE AND WATSON
ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

- Page 2 -

BANK OF NOVA SCOTIA BUILDING
802 WEST HASTINGS STREET
VANCOUVER, B.C.

The Custodian's Office,
Vancouver, B.C.

3rd August, 1945.

Capital Expenditure I estimate that approximately \$300. will have to be spent in the near future on reshingling the roof of the house and other repairs, as a minimum. The inadequate plumbing may also be the occasion of a requisition from the Health Department.

Appraisal The market appeal of the property is limited. A purchaser requiring:-
1. the land, would not want the buildings
2. the house, would not want the warehouse
3. the warehouse, would not want the dwelling

The property has no attraction as an investment, but at a price might appeal to some buyer who would himself rehabilitate the buildings, live in the house and use the warehouse as a workshop.

The life of the buildings will be very short unless a sum of from \$1,000 to \$1,500 is spent on restoration. If this were done the rental value would increase, but because of this capital expenditure the net return would not show a higher rate of interest.

I am of the opinion that the value of the property is not more than \$1,200., and that it may not be easy to obtain this amount.

Yours faithfully,

Douglas Reeve

DWR

*Mr. J. M. Plummer
Mr. Plummer's agent we should
vacate. Surrender should be
conditional on Royal Trust
accepting responsibility - also Royal Trust Co. should
- at to agree - also future look to
be brought in & in premium
Royal Trust for K.V.V.
8/Aug 1945.*

File Nos. 1698 & 12612.

July 27th, 1945.

MEMORANDUM

TO: Mr. F. G. Shears

FROM: Mr. Ian Macpherson

Re: Lot 12, Block 3, Subdiv. "A", D.L. 182

ENEMY SECTION	
Rec'd	JUL 30 1945
File No.	
Ans'd	
Ref'd	

Further to my memorandum to you dated June 22nd last. We have obtained from the Accounting Department a statement of the revenues and expenses, in connection with this property, during the period of the Custodian's control and append an analysis of this statement with the object of ascertaining the revenue value of the property. The valuation made by Pemberton is \$1,000.00. The City assessment value in 1943 was \$2,280.00.

In view of these valuations and the liability standing against the property, you may consider that it will be advisable to vacate the vesting and allow the Royal Trust Company, who represents the Mortgagee, to handle the property in future.

Rental Revenue from Nov. 11, 1942 to July 12, 1945 - \$590.00

Expenses charged to account during same period:

Taxes, arrears - \$147.65	
Taxes, 1942 91.40 - \$239.05	
Commissions and Insurance 167.45	- 406.50
Balance to credit	\$183.50

The annual revenue of \$240.00, less the annual tax of \$91.40, plus the average other charges of \$60.20, shows the net annual revenue to be \$88.40. This net revenue at 6% gives the property a value of \$1,475.00. The mortgage and tax liability against the property totals, as per my memo of June 22nd last, \$1,882.25.

Ian Macpherson

IM:JS

1698, 12612

June 22nd 1945.

MEMORANDUM

To: F.G. Shears,

From: Ian Macpherson.

Re: Lot 12, Blk. 3, Subdiv. "A",
D.L. 182.

Title in the name of Robert Scott Lennie and Elizabeth Emily McFEELE, who, on the 26th December 1927 gave an option to purchase to Sannosuke MAIKAWA who assigned this option on the 9th February 1939 — to Shinichi NEGORO. The option given MAIKAWA was at a purchase price of \$1780.41 with interest at 7% and provided that on payment of \$25.00 per month to the Royal Trust Co., agents of the title holders, the option holder would be entitled to successive renewals for consecutive periods of one month. From the records of the Royal Trust Co., it appears that these payments were made regularly up to May 1940 and subsequent to that date payments were made of \$105.00, the last payment being made by NEGORO in January 1942 and there is now owing as of June 26th 1945 the sum of \$1260.88 principal and \$307.09 interest a total of \$1567.97. There is also owing taxes to the amount of \$314.28, making a total of \$1882.25 standing against the property. NEGORO has a Credit balance of \$164.50 with the Custodian. The property has an appraised value of \$1000.00.

While the payments assumed by NEGORO were not maintained regularly after May 1940, rentals of \$20.00 per month accruing from the property have been collected by the Custodian and the validity of the option appears to be recognised, and consequently the matter is brought to your consideration in respect to NEGORO'S equity.

Ian Macpherson

IM:ML

*For Macpherson.
Hinder led me down valley & inform? not applicable from 15.
Has these been expenses for taxes - repairs or paid on of it? Under?
It does not appear from inform? level that pop has any equity. &
Consider asked be given to? of which heavy building costs & permit the
Negoro to resume control! H.W.W.*

Advertisement appearing in Vancouver
Newspapers March 23rd, 24th and 25th

5-23-3-49
Department of the Secretary of State
of Canada—Office of the Custodian

REAL PROPERTY FOR SALE BY TENDER

The Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading With the Enemy (1942) hereby offers for sale by public tender such interests as are vested in him in the following commercial, residential and unimproved properties situate in the City of VANCOUVER:

Lot 15, Block 15, D.L. 185, Group 1, New Westminster District, Plan 92, being a Vacant Lot, 66 x 131 on the North Side of Pender Street West between Thurlow and Bute Streets.

Subdivisions 1 and 2, Lot 2 of Block 15, D.L. 526, Group 1, New Westminster District, Plan 3187, being Vacant Lots at the South East Corner of East Boulevard and Glen Avenue.

Lot "D" of Block 23 to 25, of Blocks 3 to 7, D.L. 537, Group 1, New Westminster District, Plan 2947, being a Vacant Lot in the 1300 Block on Fraser Avenue.

Lot 12, Block 3, Subdivision "A", D.L. 182, Group 1, New Westminster District, Plan 376, known as 1535-1536-1538 Powell Street, being a 6-room frame dwelling and two-story frame warehouse.

Lot 4, Block 26, D.L. 184, Group 1, New Westminster District, Plan 175, known as 1834 Triumph Street, being a 2-story, 12-room frame school building.

Lot 14, Block 349, D.L. 526, Group 1, New Westminster District, Plans 580 and 583, known as 1654 West Fourth Avenue, being a 2-story frame building with store and 2 rooms on the ground floor and 3 rooms above.

Lot 8 of Block 101, D.L. 301, Group 1, New Westminster District, Plan 1885, known as 468 Kingsway, being a frame store building.

Lots 1 and 5, Block 218, D.L. 326, Group 1, New Westminster District, Plan 586, known as 1604 West First Avenue, being a 3-room frame dwelling.

North Half of the North Half of Lots 23 and 24, Block 21, D.L. 290 A, Group 1, New Westminster District, Plan 197, known as 1923 Columbia Street, being a 7-room frame dwelling with garage.

West Half of Lot 14, Block 21, D.L. 200A, Group 1, New Westminster District, Plan 197, known as 175 West Fifth Avenue, being an 8-room frame dwelling and garage.

Lot 5, Block 13, District Lot 302, Group 1, New Westminster District, Plan 5632, known as 424-434, 436 West 5th Avenue (To be sold as block, 352 West 5th Avenue being a six-room frame dwelling; 354 West 5th Avenue being a two-story frame building with eight three-room cabins and one two-room cabin; 356 West 5th Avenue being a six-room frame house).

Lot 1, Subdivision of Block 65, D.L. 2027, Group 1, New Westminster District, being unimproved land in the 3200 Block West 21st Avenue.

Subdivisions 5, 6 and 7 of Lot 2 in the East Half of Block 28, D.L. 391, Group 1, New Westminster District, being Vacant Lots in the 1100 Block East 26th Avenue.

Lot 15, Block 1, North East Quarter of D.L. 336, Group 1, Map 2484, New Westminster District, being a Vacant Lot in the 2800 Block on East 45th Avenue.

Lot 8 of the Re-subdivision of Blocks 1, 2 and 3, North East Quarter of D.L. 336, Group 1, Map 2168, New Westminster District, being a Vacant Lot in the 7000 Block Boundary Road.

Lot 13 (except the E. 33 feet) and Lot 14 (except the W. 33 feet), Block 22, D.L. 209A, Group 1, New Westminster District, Plan 197, known as 49 West 6th Avenue, being a 6-room frame dwelling.

Lots 19 and 20, Block 5, D.L. 537, Group 1, Map 2182, New Westminster District, being Vacant Lots in the 3100 Block Main Street.

Lot 25, Block 4, D.L. 795, Group 1, Plan 2034, New Westminster District, being a Vacant Lot in the 2800 Block Victoria Drive.

Lot 11, Subdivision "C", Block 154, D.L. 264A, Group 1, Plans 2142 and 1771, being a Vacant Lot in the 1500 Block East 6th Avenue.

AND

Lot 11, Block 25, D.L. 273, Group 1, Map 1868, New Westminster District, being a Vacant Lot on Fourth Street, between Moody and Queensbury Avenues, in North Vancouver.

Tenders for the purchase of such interests in the above described property as are vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of the Secretary of State as Custodian for ten per cent (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
4. Each tender must be in a separate sealed envelope addressed to: The Office of the Custodian, 509 Royal Bank Building, 475 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate".
5. The balance of the purchase price shall be paid in cash.
6. All adjustments shall be made as of the date of conveyance.
7. The property is sold subject to existing leases and encumbrances, if any.
8. The property is offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements or the existence or non-existence of any encroachments.
9. The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
10. Neither the highest nor any tender will necessarily be accepted.

Cheques in respect of unaccepted tenders will be returned in due course.

Tenders will be received by the undersigned up to Noon, Pacific Daylight Saving Time on the Twentieth Day of April, 1944. Further particulars may be obtained during office hours any day up to Noon on the Nineteenth Day of April, 1944, and arrangements made with the undersigned to inspect the said premises.

DATED at Vancouver, British Columbia, the 23rd day of March, 1944.

THE CUSTODIAN,

509 Royal Bank Building,
475 West Hastings Street,
Vancouver, B.C.

12612

January 18, 1944.

Messrs. Royal Trust Company,
626 West Pender,
Vancouver, B. C.

Dear Sirs:

Re: National Provincial Pols. #669209 & 669337
Shinichi NEGORO

The above two policies cover buildings located on property described as Lot 12, Block 3, D. L. 132. One being No. 1254 and the other 1260 on the S. side of Powell Street in the city of Vancouver, B. C. With reference to National Provincial Policy No. 669337 which is a renewal of the former policy, in connection with which you paid the premium on December 8th last. This policy is written in the name of the "Estate of the Late E. J. McFeely and the Estate of the Late Mrs. C. L. Jameson" and it covers for \$800.00 on a dwelling known as 1254 referred to above.

The other policy being National Provincial Policy No. 669209 written in the name of "The Secretary of State for Canada acting in his Capacity as Custodian of Japanese Evacuation Property" now covers for \$1,200.00 on a building described as vacant and being No. 1260 Powell Street referred to above. There are one or two things we would like checked up and changed in connection with these two policies. First of all they should be both written in the name of "The Secretary of State of Canada acting in his capacity as Custodian", with loss payable to the Estate of the late E. J. McFeely and the Estate of the late Mrs. C. L. Jameson.

Secondly, I believe the occupancy of Policy No. 669209 should now be changed from Vacant Building to Storage Warehouse. Thirdly, I would appreciate it very much if you would check up on the insurable value of the two buildings covered and let us have your recommendation as to any change in the amount of cover now being carried. From information that we have on

File Nos. 5771 & 12612

MEMORANDUM

To: Accounting Dept. January 10th, 1944
From: Mr. Wilson

Re: NEGORO, Chizu (Mrs. Shinichi) &
NEGORO, Shinichi

In connection with File Nos. 5771 & 12612 you have a joint account in the above names covering Lot 12, Block 3, D.L. 152, known as 1254-60 Powell Street, on which there is situated two houses; this property belongs to the husband, Shinichi NEGORO and his wife, Chizu has no interest in it, therefore, will you kindly transfer the joint account to Shinichi NEGORO, Reg. No. 05318, File No. 12612.

SDM/SH

C
O
P
Y

PEMBERTON REALTY CORPORATION LTD.

October 29, 1943

1254-60 Powell, 12/3/182A

There are two buildings on this property; a very old 2-storey house in very bad state of repair, believe cost of repairs would be prohibitive. Also a 2 storey frame workshop in fair condition.

Value for sale.. \$1000.00

Pemberton Realty Corporation Limited.

W.G. Moore.

File #12512

June 7, 1943.

MEMORANDUM

TO: Mr. Wilson

FROM: Mr. Cramer

Re: Shinichi NEGORO

In answer to your memo of June 3rd the above named Japanese according to the Royal Trust Company has an unregistered agreement from Sannosuke MAIKAWA to purchase the whole of Lot 12, Block 3, S.D. "A", D.L. 182, Group 1, N.W.D., Plan 176.

See Statutory Declaration dated June 7th 1943 signed by Mr. G.R. Somerville of the Royal Trust Company now on file.

I placed a similar Declaration dated January 6th, 1943 on the file January 16th, 1943 which document has evidently disappeared.

Shaw

1/10

DAC:FC

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 13 1942

Megoro

Russ

COPY

November 18th, 1942.

COPY FOR CUSTODIAN OF ENEMY PROPERTY,
675 West Hastings Street.

F. B. Lewis, Esq.,

Local Manager, Canadian Surety Co.,

789 West Pender Street, C I T Y.

Dear Sir,

RE SIDEWALK-CROSSING INDEMNITY AGREEMENT, DATED
SEPTEMBER 12th, 1932, BETWEEN SHINSUKE SUGAMORI
OF THE FIRST PART AND CITY OF VANCOUVER OF THE
SECOND PART AND RE GUARANTEE BOND No. 154088 WHEREIN
THE SAID S. SUGAMORI IS PRINCIPAL, YOUR COMPANY,
SURETY, AND CITY OF VANCOUVER, OBLIGEE, AND RE
NOTICE SERVED HEREIN BY THE CITY OF VANCOUVER RE-
QUIRING THE REMOVAL OF THE SAID CROSSING AND RESTORATION
OF THE SIDEWALK AND CURB.

I have for acknowledgment your letter herein of the
9th inst. addressed to the City of Vancouver and referred
to me for attention whereby you withdraw your cancellation
notice in respect of the above-described bond, forwarded by
registered mail on October 16th last, and stating that you
have re-instated the above-numbered bond on your records
as originally written.

This withdrawal of the cancellation notice, which
restores the bond, is satisfactory to the City, and the
notice to remove the crossing and restore the sidewalk
and curb is hereby withdrawn.

F. B. Lewis, Esq.,
Canadian Surety Co.

-2-

Nov. 12, 1942.

I note in your letter of the 9th inst. that you set out the principal's name as Shinichi Chisu Negoro. The name of the Japanese set out in the sidewalk-crossing agreement and bond is Shinsuke Suganori, but I presume the number of the bond, namely, 154038, governs and sufficiently identifies it.

Yours truly,



CITY SOLICITOR.

TTC:DR.

RECEIVED
OCT 28 1942

City Hall,
Vancouver, B.C.
October 22nd, 1942.

R.S. Lennie, K.C.,
and Elizabeth E. McFealy,
728 Granville Street, C I T Y.

Dear Sir and Madam,

re: LOT 12, BLOCK 5, SUBDIVISION "A", DISTRICT
LOT 182, AND BE SIDEWALK CROSSING INSTALLED
IN FRONT OF SAID PREMISES.

I find that the above-described premises are registered in your names,
in trust, filings 24030 and 18404.

In 1932 a Japanese tenant of the said premises, Shinsuke Sugawara,
applied for and received permission to establish and use a sidewalk crossing to serve
the said premises, and entered into the usual agreement with the City in respect
thereof, and furnished the necessary bond.

The said Japanese is not now in occupation of the premises, and the
lending company has requested that their bond be cancelled and the agreement covering
the crossing terminated.

Before eliminating the crossing and restoring the curb, I am writing to
you to ascertain whether or not you wish to continue the said crossing.

The right to use the sidewalk-crossing and the facilities for crossing,
namely, an established re-inforced concrete crossing, is often a valuable concession
which enhances the rental value of the premises.

If you desire to continue the crossing, it would be necessary to enter
into an indemnity agreement with the City and pay \$5.00 for the agreement, \$2.50
registration fees, and \$1.00 per annum rental.

The cost of establishing a re-inforced concrete crossing after permission
therefor has been granted by the City Council, varies from \$25.00 to \$30.00, pending
the width thereof.

Kindly advise me whether or not you wish to retain the use of this Cross-
ing on the terms aforesaid. I understand that your present tenant uses the crossing
occasionally.

Yours truly,
"ARTHUR E. LORD"
City Solicitor.

OFFICE OF THE CUSTODIAN
JAPANESE PROPERTY

12612
RECEIVED
SEP 1 1942

Shears
out to Mrs McArthur
Hastings Park,
August 31, 1942.

ADDITIONAL REGISTRATION

NEGORO, Shinichi # 05318
1254 Powell St., Vancouver

Particulars of declarant's property
at above address are herewith enclosed.

Lot 12/3
Blk. A
D. L. 182

Amount of agreement for sale due \$581.36
Taxes about \$90. Taxes owing \$122.65.
Insurance--house \$800. Factory \$1,000.
Agents--Royal Trust Company, 626 Pender St.,
Vancouver, B. C.

Agents for the above property are
James H. H.
Macauley, Nicolls, Maitland & Co., 435 Howe
St., Vancouver, B. C. Pac. 4111.

SIGNATURE.....*S. Negoro*.....

WITNESS.....*N. Wilchain*.....

S. Negoro
Ask for file
1254 Powell

REG.
NO.

05318

NAME

NEJORO, Shinichi
(See also File 6771)FILE
NO.

12612

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
National Provincial Insurance Co. Ltd.	<i>Remained - Pol # 669337</i> 666320	\$800.00	Nov.	14	1943	Lot 1, Blk. 3, D.L. 182, 1254 Powell St., Vancouver, B.C.
National Provincial Insurance Co. Ltd.	<i>Remained - Pol # 669209</i> 668977	\$700.00	March	4	1943	Lot 12, Blk. 3, D.L. 182, 1260 Powell St., Vancouver, B.C.
North British & Mercantile Insurance Co. Ltd.	<i>Refused - Pol # 669209</i> 665270	\$500.00	Oct.	8	1943	Lot 12, Blk. 3, D.L. 182, 1260 Powell St., Vancouver, B.C.
National Provincial Insurance Co. Ltd.	<i>Remained - Pol # 669209</i> 669209	\$1200.00	March	4	1943	Lot 12, Blk. 3, D.L. 182, 1260 Powell St., Vancouver, B.C.
Canadian Surety Co.	154038	\$2,000.00 <i>Amount being insured</i>	Sept.	12	1943	1254 Powell St., Vancouver, B.C.
National Provincial Insurance Co. Ltd.	669337	\$800.00	Nov.	14	1946	Lot 12, Blk. 3, D.L. 182, 1254 Powell St., Vancouver
National Provincial Insurance Co. Ltd.	<i>Remained - Pol # 669811</i> 669385	\$1,200.	March	4	1945	Lot 12, Blk. 3, D.L. 182, 1260 Powell St., Vancouver, B.C.

See Card No. 2

*Interest of Custodian released
as of 5/45 in
Policies 669337 and 669811 (over)*

D

Catalogue No.

File No. 12612

NEGORO, Shinichi

Reg. No. 05318

Civic Address: 1254-60 Powell St., Vancouver.

Legal Description: Lot 12, Block 3, Subdiv. "A",
D.L. 182, Gp. 1, N.W.D., Plan 176.

Classification: 6-room wooden house and 2-storey
wooden warehouse (concrete foundation)

1943

Jan. 16th

Bal. due under Agreement - \$1260.88 Principal
Interest - Apr. 26/42 - \$42.13. *Toran*

1944

Apr. 10th

Memo re Claims (Nil)
Chattels (Nil)

Catalogue No.

File No. 12612

NEGORO, Shinichi

Reg. No. 05318

Civic Address: 1254-60 Powell St., Vancouver.

Legal Description: Lot 12, Block 3, Subdiv. "A",
D.L. 182, Gp. 1, N.W.D., Plan 176,

Classification: 6-room wooden house and 2-storey
wooden warehouse (concrete foundation)

*See Mortgage letter 27-9-45 with
encl releasing all interest in
the above property on a plan
of option.*

1943
Jan. 16th

Bal. due under Agreement - \$1260.88 Principal
Interest - Apr. 26/42 - \$42.13.

1944
Apr. 10th

Memo re Claims (Nil)
Chattels (Nil)

File No. 12612
Reg. No. 05318

Shinichi NEGORO

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 November 11	Rents collected Commission - Royal Trust	\$.25	\$ 5.00	
December 18	Insurance premium	4.60		
1943 January 13	Can. Surety Co. - premium policy 154038 (Bond)	10.00		
February 11	Rents collected Commission Repairs & Maintenance Sundry	1.25 5.00 13.13	25.00	
March 10	Certificate of Encumbrance (2), Registrar, Vancouver	2.00		
March 11	Rents collected Commission	.50	10.00	
March 18	Insurance premium	6.44		
April 13	Rents collected Commission	.50	10.00	
May 11	Rents collected Commission Sundry	3.00 5.70	20.00	
June 12	Rents collected Commission	1.00	20.00	
July 12	Rents collected less commission	.50	10.00	
August 13	Rents collected Commission	1.50	30.00	
August 30	Can. Surety Co. - premium re sidewalk crossing	10.00		
September 13	Rents collected Commission Sundry	1.50 4.10	30.00	
October 15	Rents collected Commission Rents collected Commission	.50 .50	10.00 10.00	

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 November 8	Appraisal Fee	\$ 5.00		\$
December 14	Rents collected - 1254 Powell Commission	.50	10.00	
	Rents collected - 1256 Powell Commission	1.00	20.00	
1944 January 4	Insurance premium	1.80		
January 12	Rents collected - 1254 Powell Commission	.50	10.00	
	Insurance	5.20		
	Sundry	3.75		
	Rents collected - 1256 Powell Commission	.50	10.00	
February 15	Rents collected Commission	.50	10.00	
March 14	Rents collected Rents collected Commission	1.50	10.00 20.00	
March 25	Insurance premium	10.68		
April 14	Rents collected - 1254 Powell Rents collected - 1256 Powell Commission	1.00	10.00 10.00	
May 8	J. J. Gibbons - advertising	9.87		
May 12	Rents collected - 1254 Powell Commission	.50	10.00	
	Sundry	3.75		
	Rents collected - 1256 Powell Commission	.50	10.00	
June 13	Rents collected - 1254 Powell " " 1256 Commission	1.00	10.00 10.00	
July 14	Rents collected - 1254 Powell Commission	.50	10.00	

Date		Particulars		File 12612	
				Debit	Credit
1944 August 15		Rents collected - 1254 Powell			
		Commission			
August 25		City of Vancouver - arrears & 1942 taxes 1254-60 Powell St.		1.50	10.00
September 1		Can. Surety Co. - renewal policy # 154028			20.00
September 12		Rents collected - 1254 Powell		239.05	
		Commission		10.00	
		Sundry			
November 13		Rents collected - 1256 Powell		1.00	
		Commission		3.75	
		Rents collected - 1254 Powell		.50	
		Commission			10.00
December 13		Rents collected		.50	
		Commission			10.00
December 29		Sidewalk cross rental to Aug. 31/45 1254-60 Powell		.50	
1945 January 16		Rents collected - 1254 Powell		1.50	
		Commission			30.00
		Sundry		3.00	
		Rents collected - 1256 Powell			
		Commission		.50	
February 16		Rents collected - 1254 Powell		3.75	
		Commission			10.00
March 13		Rents collected - 1256 Powell		.50	
		Commission			10.00
March 21		Rents collected			
		Commission			10.00
April 12		Insurance premium		1.00	
		Rents collected		1.00	
		Commission			20.00
				10.68	
				1.00	
					20.00

File No. 12612

- 4 -

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945 May 12	Rents collected Commission Sundry	\$ 1.00 3.75	\$ 20.00	
June 14	Rents collected Commission	1.00	20.00	
July 12	Rents collected - 1254 Powell " " 1256 Powell Commission	1.00	10.00 10.00	
		<u>46.50</u>	<u>59.00</u>	CR \$ 123.50