

13017

FORM 11JP
PERSONAL

BUREAU HASTINGS PARK

FILE NO. 13017

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: HIGASHIYAMA, Kou

HOME ADDRESS: From 1334 E. Georgia St., Vancouver, B. C.
Going to Tashme, B. C.

REGISTRATION NUMBER 01812 SEX: female AGE: 30

OCCUPATION: Stenographer

(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: N. S. McNeill Trading Co., Ltd., Vancouver, B. C.

MARRIED? no

NAME OF WIFE OR HUSBAND: _____

ADDRESS OF WIFE OR HUSBAND: _____

NAMES OF ANY LIVING CHILDREN: _____

ADDRESS OF CHILDREN: _____

AGE OF CHILDREN: _____

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

1. LOCATION AND DESCRIPTION: _____

2. BUILDINGS AND OTHER IMPROVEMENTS: _____

3. INSURANCE (Give particulars; state where policies are) _____

4. TAXES (Amount and where payable) _____

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

6. OCCUPANCY AND LEASES (If vacant so state) _____

STATEMENT OF REAL PROPERTY OCCUPIED

7. STATE WHEREABOUTS OF TITLE DOCUMENTS.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST.
9. IF FARM LAND STATE CROPS SOWN

1. LOCATION AND DESCRIPTION. Living with parents in 6 room, 2 story, wooden frame dwelling at 1334 E. Georgia St., Vancouver, B. C.

2. LANDLORD'S NAME AND ADDRESS. Declarant formerly owned above property but sold it in August 15, 1942 to Mrs. L. Spragg, 506 W. Pender St., Vancouver, B. C. Assignment of Agreement for Sale to Mrs. L. Spragg for \$1,700. \$1,400. payable on Agreement for Sale and balance for \$1,700. \$1,400. cash.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. \$15. per month until evacuation. Paid to date.

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)
One \$5. War Savings certificate. In owner's possession.
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 25th day of September 1942.

(Signature) Kan Higashigama

W. N. Shela
Witness

FOR DEPARTMENTAL USE _____

13017
INFORMATION FROM R.C.M.P.

DATE July 13, 1943

Our File No. 13017

Full Name HIGASHIYAMA, Kon
(Surname in Block Letters)

Registration No. 01812

Male - ☒ Female
(Check)

Age Jan, 8, 1912

Former Address 1334 East Georgia St., Vancouver, B. C.

Date Evacuated Sept. 28/42

Naturalized - Canadian-Born - ☒ National
(Check)

Present Address c/o E. Trueman 174 Spadina Ave., Toronto, Ont.

Married - ☒ Single
(Check)

Name of Wife _____

Name of Husband _____

Name of Mother KUBO, Gin #05452

Name of Father Harutaro # 05958

Names of Children under 16 _____

Requested by L. F.

Registered with Custodian

(Yes or No)

Additional Information Stenographer.

13017

November 13th, 1946.

MEMORANDUM

To: Mr. Shears,

From: Ian Macpherson.

Re: Subdiv. "A", Lot 4, Blk. 18,
Subdiv. "B", D.L. 182, Plan 5933.

The registered owner of this property, Annie Clarkson (now Mrs. Annie Bryce) gave an Agreement of Sale to Kou HIGASHIYAMA who assigned the Agreement to Harold C. SPRAGG and Louise SPRAGG. The assignees are now asking conveyance of title.

We vested Kou HIGASHIYAMA'S possible interest and asked for a copy of the Agreement of Sale of the assignment which we received and copies are on file. The registered owner was not a party to this assignment and we asked the registered owner for a release of any claim against Miss HIGASHIYAMA on the 9th July 1945, which release, on file, was received yesterday.

As Kou HIGASHIYAMA is now released, a Vacating Certificate is submitted in order that title may pass, and we will forward the same to Mrs. SPRAGG'S solicitors, Ellis & Dryer.

IM:ML

To: Harold C. Spragg,
and Louise Spragg,
Vancouver, B.C.

This is to certify that in consideration of your having assumed the payment due under an Agreement for Sale from Samuel Clarkson and Annie Clarkson to KOU HIGASHIYAMA of Subdivision "A" of Lot 4, in Block 18, Subdivision "B" of District Lot 182, dated the 25th day of October 1934, I hereby release the said Kou Higashiyama from all claims and demands whatsoever under the said Agreement, and in particular to make the payments under the said Agreement.

DATED this 21st day of July 1945.

Formerly Annie Clarkson:

Mrs A. Bryce

13017.

Requies

July 9th, 1945.

Messrs. Ellis & Dryer,
Barristers & Solicitors,
Bank of Nova Scotia Bldg.,
602 West Hastings Street,
Vancouver, B. C.

Attention Mr. Ellis.

Dear Sirs:

Re: Subdivision "A", Lot 4, Block 18,
Subdivision "B", D.L. 182.

We received your letter of the 21st of June, and Agreement of Sale covering the above described property from Samuel Clarkson and Annie Clarkson to Kou HIGASHIYAMA, which Agreement we note was not properly completed by an affidavit of witness.

We have also procured a copy of the Assignment of this Agreement to Harold C. Spragg and Louise Spragg, dated the 28th of August, 1942.

Referring to your statement that Mrs. Spragg assumed liability for the payments to Mrs. Clarkson, now Mrs. Annie Bryce, as set forth in this Agreement. As the Assignment, so far as we are aware, was not approved by Mrs. Bryce, we do not see that Miss HIGASHIYAMA is released from her liability to Mrs. Bryce, and we shall be pleased if you will procure, from Mrs. Bryce, a release of that liability.

We return the original Agreement of Sale, dated the 25th of October, 1934, herewith.

Yours truly,

Ian Macpherson
Title Examiner

IM:JS
Encl.

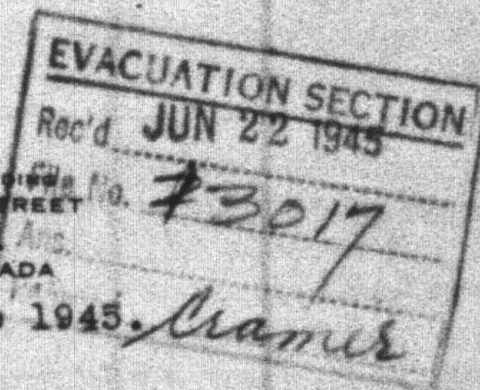
ELLIS & DRYER
BARRISTERS, SOLICITORS, ETC.

R. W. ELLIS V. L. DRYER

TELEPHONE PACIFIC 5361

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

21st June 1945.



Ian Macpherson, Esq.,
Title Examiner,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.
Vancouver, B.C.

Dear Sir: re: Sub."A" Lot 4.Blk.18.Sub."B" D.L.182.

Mrs.L.Spragg, has asked us to reply to your
letter of the 18th inst in regard to the above property:

We enclose original agreement Clarkson to
Higashiyama as requested, but the assignment to Mrs.Spragg
was registered by us in the Land Registry Office, and we have
no copy on file.

We do not think there was any document drawn
releasing Miss Higashiyama from her liability; this liability
was assumed by Mrs.Spragg, and we are instructed that all
payments under the agreement have been made, and that it will
not be long before they are completed.

Mrs.Clarkson is now Mrs.Annie Bryce, and her
address is 251 East 28th Avenue, Vancouver, B.C.

Yours truly,
ELLIS & DRYER,

Per. *[Signature]*

RWE:F:
Encl.

*all at completed
in force*

THIS INDENTURE made in duplicate the 28th day of August, A.D. 1942.

BETWEEN:

KOU HIGASHIYAMA, Stenographer of 1334 East Georgia Street,
in the City of Vancouver, Province of British Columbia:

Hereinafter called the "Assignor"
of the First Part

AND

HAROLD C. SPRAGG, Jeweller, and LOUISE SPRAGG, his wife,
both of 224 East 13th Avenue, Vancouver, B. C.,
as Joint Tenants:

Hereinafter called the "Assignees"
of the Second Part

WHEREAS by Agreement for Sale dated the 25th day of October, 1934
and made between Samuel Clarkson and Annie Clarkson of Vancouver, B. C. as
Vendors of the One Part and Kou Higashiyama as Purchaser of the Second Part,
the said Vendors did agree to sell and convey in fee unto the said Purchaser,
who thereby agreed to purchase from the said Vendors the lands therein and
hereinafter particularly described, for the sum of TWENTYEIGHT HUNDRED
(\$2,800.00) DOLLARS, subject to the conditions and covenants in the said
agreement for sale contained;

AND WHEREAS the Assignor has agreed to grant and assign the said
agreement for sale and all interest therein and in the said lands unto the
Assignees;

AND WHEREAS the Assignees have agreed to assume the payment of the
moneys due under the said agreement for sale being the sum of Fourteen Hundred
and Five (\$1,405.00) Dollars;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and
of the sum of Three Hundred (\$300.00) Dollars of lawful money of Canada now
paid by the Assignees to the Assignor (the receipt whereof is hereby by her
acknowledged), she, the Assignor, doth hereby grant, assign, transfer and
set over unto the Assignees the said agreement for sale and all the rights,
title, and interest of her the said Assignor thereunder and therein.

AND THIS INDENTURE FURTHER WITNESSETH that, for the consideration
aforesaid, she the Assignor, hath granted, released and quitted claim, and
by these presents doth grant, release and quit claim unto the Assignees for-
ever, ALL AND SINGULAR that certain parcel or tract of land and premises

situate in the City of Vancouver, Province of British Columbia, and more particularly known and described as Subdivision "A" of Lot Four (4) of Block Eighteen (18) of Subdivision "B" in a Subdivision of District Lot One Hundred and Eighty-two (182) Group One (1), New Westminster District, according to the registered map of said subdivision deposited in the Land Registry Office at the City of Vancouver, in the said Province and Numbered 5933, together with the appurtenances thereunto belonging or appertaining, and all the estate, right, title, claim and demand whatsoever, both at law and in equity or otherwise howsoever and whether in possession or expectancy of her, the Assignor, therein and thereto.

TO HAVE AND TO HOLD the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the Assignees, their heirs and assigns forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject also to the terms of the said agreement for sale and the covenants and conditions therein contained.

AND the Assignor hereby covenants with the Assignees that there is now due or accruing due and unpaid under the agreement for sale only the said sum of Fourteen Hundred and Five (\$1,405.00) Dollars, payable as follows: The sum of Fifteen (\$15.00) Dollars on the 15th day of each and every month until the balance of the said sum of Twenty-eight Hundred (\$2,800.00) Dollars is fully paid and satisfied, no interest to be charged on the deferred payments under the said agreement.

AND the Assignees hereby covenant and agree with the Assignor that they will assume, pay and discharge all moneys due and to become due under said agreement for sale and will indemnify and save harmless the Assignor against and from the payment thereof or any part thereof, and will observe, keep, and perform all the terms, covenants and conditions in the said agreement for sale contained and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby covenants with the Assignees that she has done no act to encumber the said lands, and has done no act and has been guilty of no omission or laches whereby the said agreement for sale has become, in part or entirety, in anywise impaired or invalid.

AND it is expressly agreed between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this assignment shall be read and held as made by and with, and 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 and the masculine pronoun are used, the same shall be construed as meaning the plural or the feminine or the body politic or corporate where the context or the parties hereto so require.

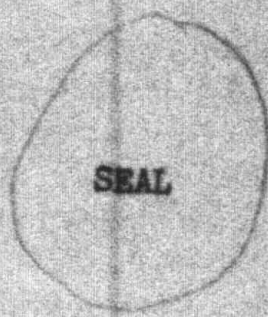
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF:

Solicitor "Victor L. Dryer"
4538 W. 12th Avenue,
Vancouver, B. C.

"Kou Higashiyama" (Seal)
"H. C. Spragg" (Seal)
"L. Spragg" (Seal)



FOR MAKER

I HEREBY CERTIFY that on the 25th day of August, 1942, at Vancouver, in the Province of British Columbia, Kou Higashiyama (~~whose identity has been proven by the evidence on oath of~~ who is) personally known to me

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Vancouver, British Columbia, this 28th day of August, in the year of our Lord one thousand nine hundred and forty-two.

"Victor L. Dryer"
A Commissioner for taking affidavits.

DATED August, 1942

KOU HIGASHIYAMA

and

HAROLD C. SPRAGG and

LOUISE SPRAGG

ASSIGNMENT OF AGREEMENT FOR SALE

Ellis & Dyer:
Barrister & C.
602 W. Hastings St.,
Vancouver, B. C.

Articles of Agreement

made in Duplicate the 25th day of October in the year
of our Lord one thousand nine hundred and thirty four (1934)

BETWEEN

State Full Name
Address and
Occupation

Samuel Clarkson ----- (Retired) and
Annie Clarkson ----- (his wife)
both of -1334--Georgio Street East
City of Vancouver
Province of British Columbia

hereinafter called the "Vendor" of the one part

AND

State Full Name
Address and
Occupation

Kou Higashiyama ----- (Stenographer)
of--1326--Georgia Street East
City of Vancouver
Province of British Columbia

hereinafter called the "Purchaser" of the other part.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of
and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that
certain parcel or tract of land and premises situate in the City of Vancouver
Province of British Columbia, and more particularly known and described as
Lot Subdivision -- A

Description
of Property

Lot Four (4)

of Block numbered Eighteen (18)

Subdivision -- B.

in sub-division of District Lot No. One Hundred and Eighty Two -(182)-----
Group One (1) New Westminster ----- district, according to a registered map or
plan deposited in the Land Registry Office, at the City of Vancouver
in the said Province and numbered -Plan- 5933

Terms and
Interest

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum
of Twenty Eight Hundred ----- Dollars
(\$ 2800.00-----) of lawful money of Canada, payable in manner and on the days and times
hereinafter mentioned, that is to say: the sum of One -----
Dollars (\$ 1.00 -----) on the execution of this Agreement (the receipt whereof is hereby
acknowledged by the Vendor), and the balance as follows: the sum of Fifteen Dollars
(\$15.00) per month which sum shall be payable on the 15th day of each and every
month, the first of such monthly payments to become due and to be payable on
the Fifteenth day of November-1934- and each month thereafter till the balance
of the purchase price is fully paid and satisfied.
No interest to be charged on the deferred payments under this agreement.

Interest

TOGETHER with interest on the monies from time to time owing under this Agreement, at the
rate of -----
per cent. (----- %) per annum, payable

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above-mentioned period pay any portion thereof over amounts required by this Agreement or the balance of the purchase price and interest thereon to the date of such payments, unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned: AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this year's taxes and charges from date of this Agreement: PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of

of such payment being made by the Vendor.

AND will insure and keep insured any buildings which may be on the said land to the amount of not less than \$

with loss payable to

and in the event of the purchaser failing so to do the Vendor may effect the insurance herein provided for; and will pay the Vendor all sums of money that may be paid by the Vendor for insurance premiums in respect of such fire insurance, during the currency of this agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of

per annum from the date of each payment.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, and the surrender of this Agreement, the Vendor does COVENANT 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 the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED and DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments.

but subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and 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, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to repossess, re-sell and convey the said lands to any Purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at

No. 1326—Georgia Street East—Vancouver, B. C.

or at such other address as the Purchaser shall from time to time specify in writing to the Vendor. 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 and in the lands herein described to any person whomsoever; and it is agreed 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.

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser. AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with, and 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.

Title

Purchaser's Address

Incumbrances

Insurance

Taxes

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 a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED

BY THE VENDOR IN THE PRESENCE OF

Edwin Rogers

Broker.

225 - East 32nd Ave.,
Vancouver, B. C.

"Samuel Clarkson"

"Annie Clarkson"

SIGNED, SEALED AND DELIVERED

BY THE PURCHASER IN THE PRESENCE OF

Edwin Rogers,

Broker.

225 - East 32nd Ave.,
Vancouver, B. C.

"Kou Higashiyama"

I HEREBY CERTIFY that on the
at

in the

day of
of

19

to me that

and whose name

he executed the same voluntarily, and

(whose identity has been proved by the evidence on oath of

who is) personally known to me, appeared before me and acknowledged

the person mentioned in the annexed instrument as the maker thereof,

and that he know the contents thereof, and that

of the full age of twenty-one years.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at

British Columbia, this day

of 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 British Columbia.

I HEREBY CERTIFY that on the
in the of

day of

19, at

evidence on the oath of

me and acknowledged to me that he is the

(whose identity has been proved by the

who is) personally known to me, appeared before

of

and that he is the person who subscribed his name to the

and affixed the seal

annexed Instrument, as

of the said

of the

to the said Instrument, that he was first duly authorized

to subscribe his name as aforesaid, and to 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

, British Columbia,

this day of

, 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 British Columbia.

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

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

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

A.D. 19

in the Province of British Columbia, this

DECLARED before me at

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

2. At the time of the execution of the said instrument I had not received any notice or information of the
1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.

DO SOLEMNLY DECLARE THAT

of the

1.

in the Province of British Columbia.

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

nine hundred and

of

in the year of our Lord one thousand

day

British Columbia, this

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at

under authority of a power of attorney which has not been revoked.

thereto voluntarily as the free act and deed of the said

knows the contents of the said instrument and subscribed the name of the said

the maker thereof, and is still alive to the best of his belief, and that he, the said

is the same person mentioned in the said instrument as

to the annexed instrument as the maker thereof, that the said

and acknowledged to me that he is the person who subscribed the name of

(whose identity has been proven by the evidence on oath

who is) personally known to me, appeared before me

in the

day of

19

I HEREBY CERTIFY that on the

COPY ONLY

Dated October 25th 1934

Samuel Clarkson
and Annie Clarkson

TO

Kou Higashiyama

R.C.L. Form No. 11

Agreement

FOR SALE OF LAND

Subdivision A
Lot 4

Block 18
Subdivision B
D.L. 182

Plan - 5933

E. Rogers (Broker)
225--East 32nd Ave.
Vancouver, B. C.

Fairmont - 5373.L.

ROSE, COWAN & LATA LTD. • LEGAL FORM PRINTERS
748 BAYMOUNT STREET, VANCOUVER, B. C.

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

19

in the Province of British Columbia, this

SWORN before me at

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

6. I know the said part, and that

2. The said instrument was executed at

purposes named therein.

the part

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

make oath and say:

of the

at

in the Province of British Columbia.

Declaration
by Attorney

Registered
No.

For
Attorney

Declaration
of Witness

13017

June 18th 1945.

Mrs. L. Spragg,
506 West Pender St.,
Vancouver, B. C.

Dear Madam:

Re: Subdiv. "A", Lot 4, Blk. 13,
Subdiv. "B", D.L. 182, Plan 5933.

In reviewing our files we find that the situation as regards Miss Kou HIGASHIYAMA'S interest in the above land is not quite clear to us. We wrote you on the 19th October 1942 requesting that you send in to this office the Agreement of Sale from Mrs. Annie Clarkson to Miss HIGASHIYAMA, and the Assignment of the Agreement from Miss HIGASHIYAMA to you and Mr. SPRAGG. In reply to this request you wrote us on the 4th November 1942 informing us that you had paid to Miss HIGASHIYAMA for her equity in the property and that all further payments were to be made by you to Mrs. Clarkson. While this is doubtless correct, we have on file no documents releasing Miss HIGASHIYAMA from the liability assumed by her in the Agreement of Sale nor have we any record that the Assignment of the Agreement to you was approved by Mrs. Clarkson as releasing Miss HIGASHIYAMA.

Will you kindly send to this office the Agreement of Sale held by you and the Assignment thereof in order that we may examine its terms and have a record of the transaction. When we have made a copy of these documents, they will be returned to you. Will you please advise us also of the present address of Mrs. Annie Clarkson.

Yours truly,

Ian Macpherson,
Title Examiner.

IM:ML

13017

19th October, 1942

Mrs. L. Spragg,
506 West Pender Street,
Vancouver, B. C.

Dear Madam:

Re: Miss Kou HIGASHIYAMA

On September 25th the above registered her affairs with the Custodian.

Miss Higashiyama declared that she formerly owned a property at 1334 East Georgia Street but sold it to you in August last for \$1,700.00.

Will you please supply us with a copy of the Agreement for Sale and after making a copy for our file, we will return the original to you.

We wish to obtain information as to the amount of cash payment you made and the terms under which the balance is to be paid.

Thanking you for your co-operation and attention to this matter by return,

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH