Name of Claimant KITAMURA, Kenjiro Case 1011

Custodian File 5090

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Total Award 80% of all Sale Prices Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Total Award 125% of all Sale Prices: Amount	
7500.00	752.00										
7000.00	25.00										750.00

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
1982.20	1313.25		66.26%	175.00		277.00		
		393.97			116.07		33.24	543.28

TOTAL RECOMMENDATION	1293.28

CASE NO: 1011.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

May 5, 1948.

IN THE MATTER OF THE CLAIM OF

KEN-JIRO KITAMURA

PROCEEDINGS AT HEARING.

Original.

CASE NO. 1011.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

Toronto, Ontario,

May 5, 1948.

IN THE MATTER OF THE CLAIM OF

KEN-JIRO KITAMURA

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
F.A. BREWIN, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
MRS. D.J. HANDFORD,	Official Interpreter.
A.G. VEITCH, Esq., C.S.R.	Official Reporter.

KEN-JIRO KITAMURA, the Claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q. Mr. Kitamura, you are making a claim in regard to two items of real estate.

The first is a house at 1096 West 10th Avenue. That was your residence?

A. Yes, sir.

Q. You lived there? A. Yes, sir.

Q. You are also making a claim in regard to a store at 301-311 Powell Street?

A. Yes, sir.

Q. Vancouver, British Columbia? A. Yes, sir.

Q. You had a drug store there? A. Yes, sir.

Q. I believe you are now in the same business in Toronto?

A. Yes, sir, we are again; on Yonge Street, No. 587.

Q. Yes. I am showing you a document which appears to have your signature on it. Does that contain some of the details in regard to the house and the store? A. It does.

Q. And is that your signature?

A. Yes. That is my signature.

Q. And, are the facts set out there correct to the best of your knowledge and belief?

A. Yes.

MR. BREWIN: May I put that in as Exhibit No. 1, my lord?

THE COMMISSIONER: Yes.

(PARTICULARS OF REAL ESTATE OTHER THAN FARM, MARKED EXHIBIT NO. 1)

THE COMMISSIONER: Q. Where is 1096 West 10th Avenue?

A. If you take the Granville street car to 10th Avenue and turn about 3 or 4 blocks to the east ---

Q. What is your nearest cross street?

A. Broadway and 10th Avenue, or down Oak and 10th Avenue.

Q. But where is 1096 in relation to Oak Street; is it east or west of Oak?

A. West. 1096 is the corner of Spruce and 10th. It is a heavy stone building.

THE COMMISSIONER: I know where it is.

MR. BREWIN: Q. I notice in regard to the house you are claiming $12,000 for the house. In addition to the information set out on the form here have you any reason for putting that valuation on the property?

A. Well, as a matter of fact, we bought it cheaper than that price but there are so many people coming in every day, we found it was kind of tiresome to open the door, to have that kind of conversation, but many persons offered more than $12,000 and tried to buy it from us. But we have no intention to sell; therefore, we know that that was the purchase price we could get cash if we wanted to sell. I think that is the rock bottom price; and also according to the assessment valuation I think it is worth it.

Q. It is assessed at $10,530, according to your form here. I expect that is accurate.

A. Yes.

Q. You have some snapshots there?

A. Yes, sir.

Q. Are those snapshots of the house?

A. This is the back and this is the side and this is the front of the house. I never thought about it but a friend asked me and I gave the other photo away. It has a double garage.

(SNAPSHOTS OF HOUSE, 1096 WEST 10th AVENUE, VANCOUVER, MARKED EXHIBIT NO. 2)

MR. HUNTER: Here is a picture of the front.

THE WITNESS: The front of the house, taken from the west side. That stone fence goes right around at the back.

THE COMMISSIONER: What was the date of sale, Mr. Hunter?

MR. HUNTER: March 30, 1944, my lord.

THE COMMISSIONER: Yes; thank you.

MR. BREWIN: Q. Now, I notice from the valuation given by the Pemberton Realty Corporation Limited they say it was rented at $50 a month. Did you rent it when you left?

A. Yes, sir. When I was leaving the place I was 100% coming back to the house again.

Q. Speak a little slower.

A. The lady next door was grey-headed and a very respectable woman and I told her, "If you come into the house, look after the house, you can have it for $50." She said, "I am paying more than $50 and I will be very pleased to go there," so I told her to go to the house.

THE COMMISSIONER: We do not wish too much of that

discussion.

MR. BREWIN: Q. In regard to the business property ---

A. Yes?

Q. --- I think my friend is not disputing the title but I have here a deed dated September 24, 1924, where the purchase price is shown to be $17,000?

A. Yes, sir.

Q. Is that correct?

A. Yes, sir, that is correct. We bought it in 1920 and paid it off in 1924, altogether.

Q. You bought it in 1920 and paid it off in 1924, and the total you paid was $17,000?

A. Yes, sir.

THE COMMISSIONER: Where are the business premises?

THE WITNESS: At the corner of Powell and Gore.

MR. BREWIN: My friend has furnished me from his files with a picture of the building.

Q. Is that it? A. This is one with the best portion of the building cut off. This is the brick building I have put in there as a fire screen. We got it cheaper.

Q. This only shows a part?

A. Yes, part of it. The best part is cut off.

(PHOTOGRAPH OF BUSINESS PREMISES, 301-311 POWELL ST., VANCOUVER, MARKED EXHIBIT NO. 3)

Q. Now, in addition, again, to the information which you have on your form - I am going over that with you - I understand this was rented at one time after you had first bought it or about the time you first bought it. What rent did you get from it?

A. $315 for the whole building, upstairs and downstairs.

Q. $315? A. Yes, sir, monthly rent.

THE COMMISSIONER: When was that?

THE WITNESS: 1921, 1922, 1923 and 1924, around that time.

Q. When? A. 1920, 1921, 1922, 1923 ---

Q. You mean 1931? A. No, sir, I bought it in 1920.

Q. What time were you renting it at $315 a month?

A. Yes, sir, upstairs and downstairs.

Q. When? A. In 1920, 1921 and 1922. We had rooms upstairs and six stores downstairs.

MR. BREWIN: Q. As your business expanded you occupied the whole store?

A. Yes, sir. We remodelled two times and occupied the whole building.

Q. And I see on your form here you say that there was a first extension making a new store and that you spent $3,000, and a second extension, a brick building, $7,000?

A. Yes, I did, approximately.

Q. That is the approximate cost? A. Yes.

Q. Can you tell me the date that those extensions were made? A. We did it about 1925 and 1928, or 1927 - 1925 and 1927 or 1928.

Q. Now, in regard to your claim for chattels I think it might be convenient if we put in the analysis of property claim, prepared by the

Commissioner, as Exhibit 4.

MR. HUNTER: You mean prepared by the Custodian.

MR. BREWIN: Who did I say?

MR. HUNTER: The Commissioner.

MR. BREWIN: I meant the Custodian.

MR. HUNTER: Although, my lord, I have no objection to that procedure.

(ANALYSIS OF PERSONAL PROPERTY CLAIM, MARKED EXHIBIT NO. 4)

THE COMMISSIONER: Q. When was the business property sold, and at what price?

A. I have no idea.

MR. HUNTER: It was sold on June 14, 1946, for $7,000.

MR. BREWIN: Q. Now I notice that on this form there is a list of chattels at 301 Powell Street. If I understand it correctly, Mr. Kitamura, you have no claim, you do not wish to make any claim in respect to the chattels at 301 Powell Street with the exception of the showcases which I will mention in a moment. Is that right?

A. Quite right.

Q. So that we can disregard the list of chattels on the claim analysis at 301 Powell Street. That seems to be all, I think, which does not make sense.

THE COMMISSIONER: That is the first half of the analysis, Mr. Brewin?

MR. BREWIN: That is what I understood from my instructions. I must have something wrong there. Where is the list of No. 1096?

MR. HUNTER: Page 5.

MR. BREWIN: They do not start until page 5. I see; yes, that is right.

So that we can disregard all those first sheets.

Perhaps I had better put in your form, which you signed, in respect of this matter. We are not making any claim in regard to personal chattels at 301 Powell Street, with the exception of the showcases and the oil tank.

THE COMMISSIONER: Yes. I see the oil tank.

Should that not be a fixture and part of the realty?

MR. BREWIN: I think it might be, my lord. I notice that we have not included it as an improvement and Mr. Kitamura in his original claim makes a claim for $500 there.

THE COMMISSIONER: This 12,000 gallon oil tank, I take it, must have been sunk in the ground?

A. Yes, sir; about 13 feet underground and 5 feet of concrete on top of it, according to the law of the city.

THE COMMISSIONER: Yes. We must treat it as part of the realty. I will take it into account in relation to the realty.

MR. BREWIN: Yes. Perhaps I had better deal with that.

Q. Will you describe that oil tank and what its nature was, and what it cost you, briefly?

A. I think altogether approximately $500 is the cheapest price for the oil tank, which is 8 feet wide and 20 feet in length. I filled it with

oil right to the top. We have a burner in the ground to start the fire and stove and a great big burner and a piping system all over.

Q. Who installed it for you?

A. A plumber but I have forgotten the name.

Q. Did you say you paid about $500 for it?

A. Away more than that. I say the lowest price as we did not expect this kind of auction is going on.

THE COMMISSIONER: Q. Are you right in your figure as to its capacity? Is it 12,000 or 1200 gallons?

A. It is kind of indefinite to me, my lord. The diameter is about 6 or 8, and 20 feet. It is a round tank.

MR. BREWIN: Q. You discussed it with me and I thought you agreed it was 1200 gallon tank and that 12,000 gallons was a mistake?

A. I am not sure of that.

THE COMMISSIONER: A 12,000 gallon tank would be a huge tank.

THE WITNESS: Then, it would be a 1200 gallon tank, my lord.

THE COMMISSIONER: I would think so.

THE WITNESS: Yes.

MR. BREWIN: I think there is no doubt it should be 1200.

THE COMMISSIONER: Yes.

THE WITNESS: Yes.

MR. BREWIN: Q. You signed a document in regard to your personal chattels?

A. Yes, I did.

Q. Is that the document which you signed (producing)?

A. Yes.

MR. BREWIN: That will be Exhibit No. 5. I think I should put it in.

Q. Are the facts set out there correct?

A. Yes.

(PARTICULARS IN RESPECT OF PERSONAL CHATTELS, MARKED EXHIBIT NO. 5)

Q. Well now, this is not very easy to follow, I am afraid.

Perhaps we had better deal first with the items here. I see that you are claiming for a piano, a buffet, three beds and mattresses and other household goods which you put in at a general figure as per Custodian's inventory, and a billiard table, which makes a total of $3,223, and I understand they were sold by the Custodian, referring to those articles, for $1,200 altogether, which makes a total claim of roughly $2,000? A. Yes, sir.

Q. Is that correct? A. Yes, sir.

Q. In regard to those things? A. Yes.

Q. On the claim analysis those articles appear at page 5? A. Yes.

Q. Is that right?

A. Yes, sir, that is right.

Q. And the claim analysis lists a number of articles which it is said were rented by you with the real property and referred to in Schedule A attached to the lease dated March 8, 1942, and a long list of articles appears with a figure set opposite them? A. Yes.

Q. Those were all on your premises at 1096 West 10th Avenue? A. Yes, sir.

Q. And you listed them all with the Custodian?

A. Yes, sir; and I handed over to the Custodian a list of the articles.

Q. And, in a general way, where did you get the values which you placed against those articles?

A. I have a general knowledge. I have been dealing in things, importing and exporting things from Japan and retailing things at the retail department, so I have a very good general knowledge of valuation, so, judging from it I put a much cheaper price than what the market value is so that anybody could recognize the market value.

Q. I take it that with all those articles added together, the amounts you set out opposite each article, come altogether to the amount of $3,223.85, the amount shown on Exhibit 5, the document which you signed and put in?

A. Yes.

Q. Is that right? A. Yes, sir.

Q. There are one or two which are dealt with in your form specifically. I am not going into the details of them, but one is rather curious. I notice you claim $125 as the value of a Weber piano, which you bought in 1925 for $500?

A. Yes.

Q. And I notice the Custodian apparently sold that at auction for $251. You are claiming rather

less. He made a profit for you on that?

A. We had nobody to play the piano. In order to keep that piano in good condition we had to move it this way. I said we will sell it at any price. I do not want it. That is why I put a very cheap valuation on it.

Q. Apparently you are giving the Custodian credit for making some money for you there?

THE COMMISSIONER: I suppose the Custodian would be happy to get the refund.

MR. BREWIN: Q. I notice you listed a mahoganey buffet which appears in the itemsunder the dining-room and you are claiming $200. You say you bought it in 1935 for $300 and the Custodian apparently sold it at auction for $41?

A. That is very cheap.

Q. I do not think I need to ask you any more about that except I want to identify the item to which you are referring. A. Yes.

Q. The next item is three beds and mattresses. You are claiming $300 for them. You say you bought them in about 1935 for $550. Is that correct?

A. Yes.

Q. I want to identify those for a minute on your form here. I see with respect to the east front room the first article set out is one English brass bed, spring and mattress, $100. How much did you actually pay for that, do you recall?

A. We paid more, I think.

Q. More than what?

A. More than $100 for that beautiful bed.

Q. And then I notice that another item in the west front bedroom is one English brass bed, spring and mattress, $100. From where did you get those beds?

A. The people who were in there gave them. They were quite antique, you know, not ordinary beds, which you cannot buy for money. I thought it was good to buy them.

Q. Can you tell us now, and maybe you do not know but if you do it might help, where you bought those beds?

A. In the house.

Q. From whom? A. From the party who owned the building at that time. We purchased the house and a few bits of furniture were bought from them.

THE COMMISSIONER: When did you purchase it?

A. In 1935.

Q. So they were secondhand beds at that time?

A. You call it secondhand, but better than new-hand. It is the way it looks.

MR. BREWIN: The way it looked, it looked better. Who was the previous owner?

A. A name something like Mr. Truman. I have forgotten.

Q. We can find that out, no doubt? A. Yes.

Q. Do you know in what business he was engaged?

A. He was a retired man.

Q. Was he an Occidental or Japanese man?

A. Occidental, from England, I believe. He went back to England, I believe. That is why he needed the money.

Q. In the back bedroom there was another brass bed, $100?

A. Yes. It was a beautiful thing. I remember when I went to the Custodian's office they told me, "You have best house in town", and they told me they never thought Japanese have furniture and fixtures like that, especially curios. "We cannot evaluate it." That is what they told me at the office.

Q. The other items which you set out here are your own valuations of what is a fair value for these things. Is that true?

A. Very much lower than the market value.

Q. I am going to deal with the only other matter which I think needs to be dealt with.

At the bottom of your statement I see you made a claim for 19 showcases?

A. Yes.

Q. And as I said before they were the only item in regard to 301 Powell Street chattels for which you were claiming.

THE COMMISSIONER: Where do the showcases appear?

MR. BREWIN: They appear at page 3, I think.

THE WITNESS: There is quite a large number of them.

THE COMMISSIONER: I see.

MR. BREWIN: Q. There is quite a large number of them. There were 19 altogether?

A. Yes, sir, 19.

THE COMMISSIONER: What does S.H. signify in your analysis?

MR. HUNTER: It is supposed to indicate "showcases".

THE COMMISSIONER: I see.

MR. BREWIN: Q. And as I understand it you put a value, according to your firm, of $3,000 or the price paid was $3,000 for those showcases?

A. Yes. If we buy at that time it was that much.

Q. Were they all bought at the same time?

A. No, different times but in very good condition, first-class condition. Not one glass was broken. We polished them every day. They were shining.

Q. If my arithmetic is right that is roughly, about $150 each. What would you actually pay for them?

A. Some of them eight feet, some of them six feet, some of them four feet, but most of them six feet.

Q. What would you pay for a six-foot showcase?

A. Pretty near $200 at that time.

Q. Pretty near $200 at that time?

A. Or a little over.

Q. Apparently the Custodian, according to this claim analysis, appears to have sold them for $398?

A. Yes.

Q. On the other hand you on your claim form are apparently only claiming $500 for them?

A. I thought anybody could recognize the price if we make them cheaper. I made the price that anybody could recognize it, and any compensation

I receive from the Government I am quite satisfied.

THE COMMISSIONER: I am afraid I do not understand.

MR. BREWIN: I do not know that I should try to explain it.

THE COMMISSIONER: Perhaps you could. Perhaps the Interpreter would put the question to Mr. Kitamura. Would you put it again?

MR. BREWIN: Q. I am pointing out to you that you say that these showcases cost about $3,000 and you received $398 for them. For some reason or other you have instructed me to claim only $500. I am asking you if there is any explanation of why you claim $500 when, according to your own statement, you might be expected to perhaps claim a great deal more?

THE COMMISSIONER: Q. Why do you put in a claim at $500 for goods which cost originally $3,000?

A. It is my intention that I not charge them too much. I put the price so that anybody can recognize it.

Q. What is the answer?

A. It is exactly as I said it.

Q. That you put the price as low ---

A. I figured it low because I thought that people would understand it. I was not trying to put a high price on it.

THE COMMISSIONER: I think we have the sense of it now.

MR. BREWIN: Yes. That is all, thank you.

MR. HUNTER: It is submitted that both these real properties were sold for their fair market values.

It is submitted that the personal property sold was sold for its fair market value.

It is submitted that the claims made for any property not sold by the Custodian are exhorbitant.

It is submitted that the property in the residence was left under the control, custody or management of some person other than the Custodian appointed by the owner; accordingly only that property which came under the control, custody or management of the Custodian comes under the terms of reference.

It is submitted that in view of the fact that such custody, control or management was in some one other than the Custodian the question of fair wear and tear will have to be taken into consideration when estimating the values.

I would file the appraisal of Pemberton Realty Corporation Limited, dated October 18, 1943:

"Catalogue No. 376.

"1096 West 10th Avenue, Lot 1, Block 375,

"D.L. 526.

"This is a two-storey seven-room freak

"house built in 1922, at very great cost,

"of cut stone exterior with garage and

"fence to match. In an apartment area

"and adjoining an apartment house. Interior "is lined, walls and ceiling with cheap "cottonwood plywood (like a beach cottage) "natural without finish. This softer wood "has absorbed dust and smoke for years and "cannot be cleaned, the extra large kitchen, "breakfast nook, pass pantry and bathroom "has white tile walls and ceiling. There "is a billiard room in the basement with "an open surface water drain running "through the room. The rent is $50 per "month and the taxes are over $25 per "month.

"Value $6,500."

(APPRAISAL, PEMBERTON REALTY CORPORATION LIMITED, OCTOBER 18, 1943, MARKED EXHIBIT NO. 6)

THE COMMISSIONER: What is the date of that document, Mr. Watson?

SECRETARY WATSON: October 18, 1943, my lord.

MR. HUNTER: This property was advertised by catalogue No. 376, tenders closing October 4, 1943. There were no tenders.

An offer was received for $6,500 on February 22, 1944, from McMorran and Hillsboro. This offer was rejected. An offer was received for $7,500 from Harold D. Campbell on behalf of Mrs. D. Beal on March 28, 1944. This received the approval of the Advisory Committee and was accordingly accepted, and was sold as of August 24, 1944, for $7,500.

The next appraisal of Pemberton Realty Corporation Limited, is dated March 10, 1944, and reads as follows, in quotation marks:

"'one day nearer victory'

"Catalogue No. 185.

"301-11 Powell Street S. 36 feet 40-42/40/196

"Lot 36 by 75

"This is a very old building 59 by 32 feet, "two-storey frame with Durard imitation "brick on outside walls. Also a three- "storey brick and concrete building 16 by "36 feet, containing store on the main "floor, seven rooms on the second and one "large room on the third floor. The old "part is all wood partitions. There is a "hot water furnace with oil burner in a furnace pit, now flooded.

"Value for sale, $6,000."

I tender that as Exhibit No. 7.

(APPRAISAL, PEMBERTON REALTY CORPORATION LIMITED, DATED MARCH 10, 1944, MARKED EXHIBIT NO. 7)

The Powell Street property was assessed in 1943 for $12,480, in 1946 when it was sold it was assessed for $10,200. It was part of Catalogue No. 185, tenders closing October 4, 1943. There were no tenders received.

On March 3, 1944, an offer of $3,000 was received from Vancouver Holdings, Limited, which was rejected.

On January 5, 1946, an offer of $5,000 was

received from Loewen, Harvey & Morfitt, Limited, which was rejected.

On February 20, 1946, an offer of $5,500 was received from Reed, Phitts & Davies Realty Company Limited, which was rejected.

On March 6, 1946, an offer of $6,000 was received from Reed, Phitts & Davies Realty Limited, which was rejected.

On May 15, 1946, an offer was received of $6,500 from Kerr & Kerr Limited on behalf of Mr. C. S. Wing, which was rejected.

On May 15, 1946, an offer was received of $7,000 from Hoy's Brokerage on behalf of Mr. Joe Gon. This was accepted.

Before the acceptance a further offer of $6,000 came in from P. C. Gibbens & Company Limited on behalf of Jim Lee, which was rejected.

The sale to Mr. Joe Gon was approved by the Advisory Committee on May 17, 1946. Mr. Kitamura was advised of the sale on August 7, 1946. It was sold for the sum of $7,000 to Chee Dack Tong Association, with whom Joe Gon is associated. The date of adjustments was June 14, 1946. The actual net credit from sale was $6,865.81, as per statement of sale on claim file.

CROSS-EXAMINATION BY MR. HUNTER:

Q. This is your original lease to Lillie Gillis, dated March 18, 1942. Is that correct?

A. Yes.

Q. Thank you. A. It is in connection with the rent of the house.

Q. Yes. Included in that lease was this long list of chattels? A. Yes.

Q. Which was part of the lease? A. Yes.

MR. HUNTER: I would tender this as Exhibit 8. This lease is dated March 18, 1942, from the claimant to Lillie Gillis.

(LEASE, CLAIMANT TO LILLIE GILLIS, MARCH 18, 1942, MARKED EXHIBIT NO. 8)

THE COMMISSIONER: What was the price which was finally accepted; was it $6,500 for the Powell Street premises?

MR. HUNTER: $7,000, my lord.

Q. You consented to an assignment of that lease to Harriet A. Johnson. Is that correct?

A. Yes.

Q. And she in turn assigned to the other woman, Morrison? A. Yes.

Q. Agnes W. Morrison? A. Yes.

Q. And all the time these tenants were having the use of this furniture?

A. Yes. That is correct. They have been using it.

THE COMMISSIONER: Tell me when the furniture was sold, or the chattels, Mr. Hunter.

MR. HUNTER: Yes.

THE COMMISSIONER: I do not think that shows on the appraisal.

MR. HUNTER: There are varying dates but it is in 1944 and 1945.

THE COMMISSIONER: That gives me the information I want.

MR. HUNTER: Q. Now, I should like to deal first of all with the few items which are being claimed in connection with the Powell Street premises, namely the showcases.

That is a copy of a letter which was sent to you? Did you receive that letter?

A. I think I received it. I am not quite sure, sir.

MR. HUNTER: This is a letter dated June 22, 1944, from the Custodian to the claimant in which he is advised that it will be necessary to sell the fixtures at auction and in which it advised him that:

"We have received a tentative bid for the "following articles?

"4 showcases at $10, $40; 12 showcases at "$15, $180; 5 showcases at $20, $100."

It goes on and sets out certain other items.

Perhaps we might file the correspondence in connection with this as one exhibit.

THE COMMISSIONER: Yes. I think it might be well to do so. You will have an opportunity to make any observation you wish in regard to these letters, Mr. Kitamura.

THE WITNESS: VEry well, my lord.

MR. HUNTER: Q. And, there is a telegram from the claimant to the Custodian.

I presume this is a copy of a telegram sent by you (producing)? A. Yes, sir.

Q. It is dated August 1, 1944, in which the claimant says:

"We received your wire to-day. Thanks. We "accepted your offer to rent Powell Street "store at $60 per month. Kindly keep cash "register for us. Other chattels in the "store we will follow to your instructions."

Obviously a chaser wire had been sent up in the meantime.

THE COMMISSIONER: I see.

MR. HUNTER: Then, I presume that that is your letter (producing)?

A. Yes, that is my letter.

Q. The cash register, incidentally, was referred to in the letter of June 22 and in that you ask that it be sent to you. That is your letter?

A. Yes, sir.

MR. HUNTER: This is a letter dated August 1st from the claimant to the Custodian, saying:

"We received wire as follows:
"Have opportunity to rent Powell Street "store $60 per month will be necessary to "remove chattels please apply Securities "Commission for any articles you need. "The remaind will be auctioned, Office of "the Custodian.

"In accordance with we answered by "wire as per confirmation enclosed herewith "which is self-explanatory to you.

"Thanking you in anticipation for

"your attention to this matter, we are,

"yours very truly,"

Q. And this would be a letter of yours?

A. Yes, sir.

Q. Thank you.

MR. HUNTER: This is a letter which has been identified by the claimant as his letter, dated August 4, 1944, from the claimant to the Custodian, referring to "Your File 5090."

"We are in receipt of your letter of the "31st ult., in connection with to rent our "property at 301 Powell Street, Vancouver, "B.C., at $60 per month a period of one "year.

"For above mentioned matter, we "answered by telegram on August 1st, 1944, "as follows:

"We received your wire to-day thanks "stop we accept your offer to rent "Powell Street store at sixty dollars "per month stop kindly keep cash "register for us stop other chattels "in store we will follow to your "instructions.

"therefore, kindly rent the store to the "tenant and on this occasion the writer "thank you for your at most effort in your "power.

"(a) With regard the showcases kindly have "them dispose to public auction, according

"to your telegraph.

"(b) Kindly let Southwell Company pack "the cash register and ship it to Bay Farm "Drug Store, Slocan, B.C.

"(c) Kindly keep the 'safe' where it is, "as the safe placed at out of the way in "the store."

and it goes on to discuss the question of installation.

It says:

"Re installation of water pump in basement "of this store, which cost approximately "$50 according to your letter. If Southwell "Company, guarantee machine and work, also "they present guarantee note to your office "then please give them instructions to "install a water pump.

"Thanking you for your attention to "these matters, we are, very truly,"

Q. Now, Mr. Kitamura, in this last letter you have instructed the Custodian to dispose of your showcases at public auction. You did not consider accepting the offer which he had originally advised you he had received?

A. Well, at the time I thought whatever the Custodian said I had better accept it, I should say "yes" at the time. It was in my mind, but now I just offer a price what we thought was right. During the wartime I did not expect ---

Q. Just a minute. Originally you received a letter

from the Custodian telling you he had been offered certain prices ---

A. Yes.

Q. --- for these showcases? A. Yes.

Q. You finally wrote back and you made no reference to that, as far as I can see. You merely instructed him to dispose of them by public auction?

A. They tell me they have to move it to rent the house. I told him, the Custodian, to "remove it according to your ideas and manners."

Q. Yes, but you also told him to dispose of it by public auction?

A. What they said they will do.

Q. They said they had received an offer for these showcases in this letter and they asked you would you advise them whether you were willing to sell at that price? A. Yes.

Q. You did not answer that?

A. That price was a ridiculous price. It was a low price.

Q. You apparently did not agree to that price?

A. Yes.

Q. So, you ordered them to sell by public auction. Is that right?

A. I thought that would be best at that time.

MR. TENDER: I tender this correspondence as Exhibit No. 9.

THE COMMISSIONER: Very well.

(CORRESPONDENCE, MARKED EXHIBIT NO. 9)

smaller price than $1,000, of course.

Later on one of the store windows was broken. It was insured. The application was made to them to receive the insurance money. They accepted it and stated it was due to the foundation sagging and that there was no sense in putting in a new window unless this defect was rectified. They endeavoured to get contracts this. There was a great amount of correspondence back and forth between various real estate people, contractors and so on.

It all boils down to the fact that nobody seemed to want to undertake the contract except on a cost-plus basis, because they were afraid they would run into things which they could not calculate at the time they started. Eventually it was sold still unrepaired.

I think that is a reasonably fair statement, Mr. Brewin?

MR. BREWIN: I think so.

THE COMMISSIONER: However, I will have to read the whole of this correspondence, in any case.

MR. HUNTER: I suggest it go in as Exhibit No. 10.

THE COMMISSIONER: Very well.

(GENERAL CORRESPONDENCE, MARKED EXHIBIT NO. 10)

MR. HUNTER: Reference is made to the analysis, Exhibit No. 4.

It will be noted there that there are actually very few, if any, shortages. There is the odd thing which was declared and not

they gave a higher value of $10,000. That is dated November 13, 1942. Possibly my friend would like this filed.

MR. BREWIN: Yes; I would like that.

MR. HUNTER: I suggest that both these be filed as one exhibit. Is that agreeable?

MR. BREWIN: Yes.

MR. HUNTER: They are really reports of the real estate firm as to what the condition is and what they recommend in connection with the premises and which was made in most cases. They were not strictly valuations; that is, they were not asked to make appraisals at that time. The appraisals are rather gratuitous. That is why I did not mention them earlier.

THE COMMISSIONER: I see.

(TWO REPORTS, MARKED EXHIBIT NO. 11)

MR. HUNTER: That is all.

RE-EXAMINATION BY MR. BREWIN:

Q. One or two more questions, Mr. Kitamura.

THE COMMISSIONER: May I remind you, I stopped the claimant at some stage when he was making some remark.

MR. BREWIN: Yes, my lord.

Q. Mr. Kitamura, Mr. Hunter put in a letter, or a copy of a letter, written to you and valuating the showcases, suggesting they were going to sell them at I think prices of $10 and $15 each. You said ---

MR. HUNTER: No.

What I am really getting at, my lord, is that the claim as made is that he is claiming for things which should not be claimed for inasmuch as they have been sold with the consent of the claimant and that the prices agreed upon by him. We do not really get down to an issue on some things, because there is no issue.

THE COMMISSIONER: I see. It is now 4.30 p.m. I fancy you will be a little more time on this claim - or, will you?

MR. HUNTER: No, my lord. I think I am through.

THE COMMISSIONER: How about your re-examination, Mr. Brewin?

MR. BREWIN: I have just two or three questions.

MR. HUNTER: I think I have covered everything I mean to cover, although I will make sure.

There is one further item. Originally in November, 1942, we asked Ker & Ker to make examinations of these premises and give us a report on the condition. Quite gratuitously they also gave us their valuations on the property.

In the case of the West 10th Avenue property they seemed to be much the same as the other one. Their valuation is $6,000.

In the case of the store property - I give this for the benefit of my learned friend who might care to call Ker & Ker in this case -

MR. HUNTER: Excuse me. It was an offer we received and we were submitting it for his approval.

MR. BREWIN: Yes.

Q. An offer of $10 or $15, and it was submitted for your approval. It appears you did not answer that letter. Have you any explanation of that?

A. I did answer every letter, I think, as far as I remember. I had the intention to say "yes" every letter of the Custodian during the w[illegible]ause this is in wartime. I should fo[illegible]heir instructions, at any rate.

Q. [illegible]rate, the Custodian apparently has not a copy of an answer to it. You have not a copy. You, yourself, did not keep copies?

A. We have a copy. We have copies of letters.

Q. Do you know definitely whether you wrote an answer to that letter, the letter referring to the offer to buy the showcases for $10 or $15?

A. I will check it up. To my knowledge I answered every letter to the Custodian and we wrote with respect and in the mind to say "yes" every time, to agree with them.

Q. You do not remember the answer to that particular letter?

A. I do not remember exactly, Mr. Brewin.

THE COMMISSIONER: If the claimant can find the letter later you will be free to send it on.

MR. BREWIN: Thank you, Mr. Commissioner.

Q. There is one further small matter - and as a matter of fact I do not know whether it is so

small: You paid $1,000 after you had vacated the Powell Street property, I think Mr. Hunter said. Explain that?

A. When I was in Slocan I had received a letter from the Custodian. He said the basement was flooded and in order to fix the basement remit $1,000 cash immediately. I did sent the cheque out at once.

Q. Did you get the money back?

A. No. They wrote us a letter they accepted.

Q. Did you receive credit for it later?

A. No, nothing, and nothing has been done in the basement. The pump was all right during years and years but nobody gave it attention so something clogged up, that is all.

Q. Are you sure you did not get $1,000 credit for that later?

A. No, we did not.

Q. On your account? A. No. We did not even ask them about it. I thought we should not ask such things.

Q. Perhaps my friend will show what the accounts of the Custodian show in regard to that $1,000.

There is one other item I am afraid I overlooked when I was examining you before. What about the billiard table. I see you are making a claim for $500 in regard to a billiard table and I think the claim analysis shows that it was sold for $40 or thereabouts. What can you say about that billiard table? Before we

go on to that, my friend points out to me that on January 22, 1943, Mr. Kitamura's account was apparently credited with $1,000 to alterations and repairs, 301 Powell Street; so, it would appear that your account was credited back with that $1,000?

A. Into the account?

THE COMMISSIONER: In the Custodian's office.

THE WITNESS: I see. I have been down there two or three times in connection with a special permit. I said to the Custodian, "What have you done with my $1,000? Will you give that money back to me?" They have done nothing.

MR. BREWIN: Q. Apparently they gave you credit for it, so your remarks must have borne some fruit. You got it fixed up.

You put a value of $500 on the billiard table. What did you pay for it?

A. We paid about $400 at the time we got a few other things. We fixed it right around, cushions and everything at the time.

Q. How much did that cost?

A. It cost us altogether a little over $500. to make it into new.

Q. From whom did you buy it, the previous owner of the house?

A. The previous owner of the house had that one, but because of the condition in which the table was it needed repairs.

MR. BREWIN: Thank you.

MR. HUNTER: That table was appraised by Brunswick-Balke Company, the manufacturers, at $35, my lord.

MR. BREWIN: Have you that appraisal? Will you file it?

MR. HUNTER: Yes, I will file it.

THE COMMISSIONER: Is that all, Mr. Brewin?

MR. BREWIN: Yes, my lord.

MR. HUNTER: Here is the letter. We might as well file it, since the point was made.

THE COMMISSIONER: Yes. I think it is desirable to file it.

MR. HUNTER: It is a letter dated May 1st, 1945, from John McKinnon of the Brunswick-Balke-Collender Company, to Mr. G. B. Spain, Protection Department, Department of the Secretary of State, Vancouver. It reads as follows:

"Dear Sir:

"Referring to your letter of the 25th, "File No. 5090. Would state that we "inspected the table as per your request "in the home of Mrs. Morrison, 1096 West "10th Avenue, Vancouver, and find this to "be one of the Brunswick-Balke-Collender "Company's tables, 4½ by 9 in size.

"This table has had considerable wear "and has been in play for a considerable "number of years, nevertheless, it is in "very fair condition with the exception that

"before it could be called a perfect table "for play it would need to be fitted with "new rubber cushions, new cloth and the "pockets properly fixed. The other equip- "ment consists of a cue and ball rack, "triangle and balls are in fair condition "but the balls are of various sizes and "are not what is known as a full set.

"As to its valuation we would consider "that in its present condition it is not "worth any more than $35 complete, however, "you may take into consideration the cost "of installing it in that home and this "would mean probably an extra charge of $15."

(LETTER, JOHN McKINNON TO G.B. SPAIN, DATED MAY 1st, 1945, MARKED EXHIBIT NO. 12)

THE COMMISSIONER: Thank you.

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

A. G. Veitch

"A. G. VEITCH"
Official Reporter

Case 1011.

JAN 17 1948

5090

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

ACKNOWLEDGED

Toronto

13

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME KITAMURA (Print) Surname KEN-JIRO Given Name (RCMP) Reg. No. 00583.

(2) Pre-Evacuation Address 1096 West 10th Avenue, Vancouver, B.C.

(3) Present Address 587 Yonge Street, Toronto, Ontario.

(4) REAL ESTATE Residence-1096 West 10th Avenue, cor.10th & Spruce

(a) Street Address (if any) New Westminster District (City or Municipality) British Columbia (Province)
Store-301,303,305,307,309 & 311 Powell St. Vancouver, B.C.

(b) Legal description (lot number, block number, section number, etc.)

Residence Plan 991 Lot 1, Block 375, District Lot 526
Group 1, New Westminster District.

Store - Southerly 36 feet of Lot 40,41,42 Block 40
District Lot 196,Group 1, Plan, New Westminster District 196.

(c) Type of Real Property (cross out words which do not apply):

(i) ~~Farm~~
(ii) Residence x Type of business Store
(iii) Business x
(iv) ~~Any other type of property (describe)~~

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $

Fair

	Res.	Store
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) -	$12,000	$[illegible],000
(v) Amount at which Custodian sold property and credited your account - -	$ 7,000	7,000
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - -	$ 5,000	$[illegible],000

Fair

PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
In attic of home

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

(c) How stored or packed at time of evacuation

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") _____

(e) Itemized description of personal property which is the subject of the claim:

1. Furniture and Fixtures listed with Custodian + goods stored in attic. Estimated Value $ 2000.00
2. 1200 gallon tank oil Estimated Value $ _____
3. 19 show cases Estimated Value $ 500.00
4. _____ Estimated Value $ _____
5. _____ Estimated Value $ _____
6. _____ Estimated Value $ _____
7. _____ Estimated Value $ _____
8. _____ Estimated Value $ _____
9. _____ Estimated Value $ _____
10. _____ Estimated Value $ _____

TOTAL CLAIM FOR PROPERTY LOSS $ 2500

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 16 500

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

Toronto

(b) Do you require the services of an interpreter at the hearing? Yes or no No

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
of)
TO WIT:)

I, Ken-jiro Kitamura of the City
of Toronto in the County of York

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of 'The Canada Evidence Act".

DECLARED before me at the City
of Toronto
in the County of York
this 15th day of January
A.D. 1947.

K Kitamura

A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

_____

_____

_____

_____

KITAMURA, Ken-Jiro
(Claimant's Name)

REAL ESTATE
(Other than farm)

00583
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
1. House	10	1. Granite	1. Residence	150 x 50	1935	
2. Store		2. Frame with tile front around ~~home~~ store	2. Business	36 x 75	1920	

Type of Locality	Cost Price	Improvements made by Claimant		Estimated Value Date of Sale
1. Residential and apartment house district	1. $7500.00(land & home)	New girders, eavestrough-	$200.00	1. $12,000.00
		Plants and trees	$400.00	2. $11,000.00
		Repair Jobs	$200.00	
2. Business	2.$17,000.00	1st extension(making new stores)	$3000.00	
		2nd extension(brick building)	$7000.00	

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

1. Assessed Value: Land $2030.00
   Improvements 8500.00
   Total $10530.00

2. Assessed Value: Land 6680.00
   Improvements 5800.00
   $12480.00

Summary

Estimated Value	(1)	$12,000.00	
	(2)	11,000.00	$23,000.00
Sold by Custodian	(1)	7,500.00	
	(2)	7,000.00	14,500.00
		Claim	$ ~~9~~ 8,500.00

EXHIBIT No. 1011 - 1
DATE 5 May 1948
FILED BY J. A. Brewin

K Kitamura
Signature

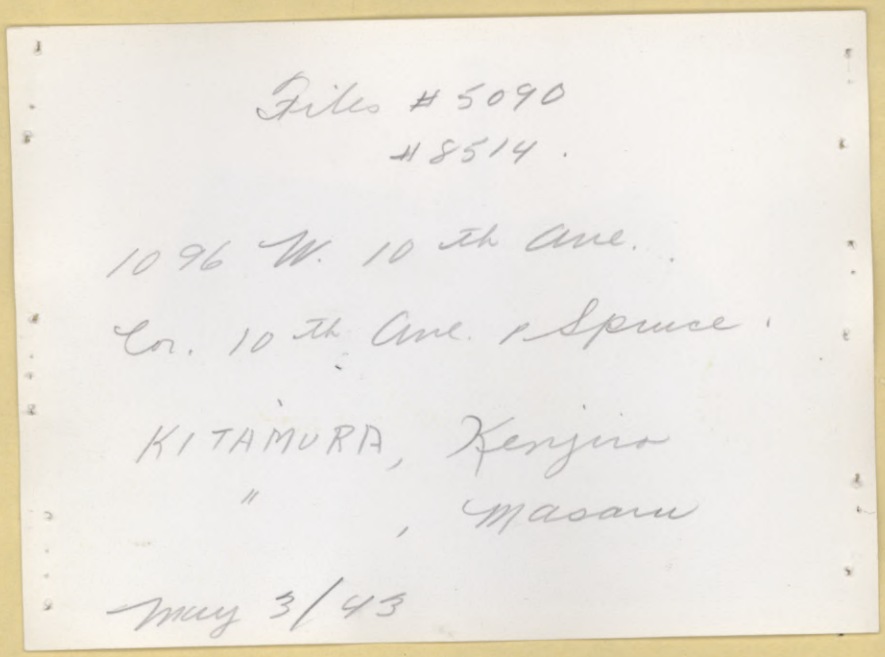
KITAMURA, Kenjiro
KITAMURA, Masaru
1096 W. 10th Ave., Vancouver, B. C.
Evac. File 5090
Evac. File 8514



Picture Taken May 3, 1943

EXHIBIT NO. 1011-2
DATE 5 May 1948
FILED BY L. A. Brewin

KITAMURA, Kenjiro
KITAMURA, Masaru
1096 W. 10th Ave., Vancouver, B. C.
Evac. File 5090
Evac. File 8514



Picture Taken May 3, 1943

EXHIBIT No. 1011-2
DATE 5 May 1948
FILED BY L. A. Brewn







Part of Ed. 2.

KITAMURA, Kenjiro
Evac. File #5090
301-311 Powell St., Vancouver, B. C.



Picture Taken April 8, 1943.

EXHIBIT NO. 1011 - 3
DATE 5 May 1948
FILED BY J. A. Brewin

RECAP. of PERSONAL PROPERTY

Part of Ex 4

CLAIM:

Furniture and Fixtures listed with Custodian and goods listed in attic	$2,000.00
* - - 1200 Gallon tank oil	
19 showcases	500.00
	$2,500.00

CUSTODIAN SALES:

(1) 301-11 Powell Street

Auction:

As per itemized chattels on attached Analysis		$ 79.25	
Showcases	(SH)	398.00 —	
Furniture & Fixtures	(F)	189.25	
Quantity Glass Shelving		13.00	
Vases	(V)	104.00	
Kitchenware	(K)	24.75	
Miscellaneous	(M)	104.80	
2 Radios		59.00	-972.05

Tender, Etc.:

As per itemized chattels on Analysis	841.00

GROSS SALES FROM CHATTELS AT 301 Powell St. $ 1,813.05

(2) 1096 W. 10th Avenue

Auction:

As per itemized chattels on attached Analysis		$ 932.75	
Teakwood Nest Tables		38.00	
2 Inlaid Mah.Card Tables		88.00	
6 Bentwood Chairs		17.00	
Mahogany Oval Table		13.50	
Child's Play Chute		14.50	
Breakfast Table, 4 chairs		13.25	
Tools	(T)	22.50	
Furniture	(F)	108.35	
Kitchenware	(K)	25.50	
Chinaware	(CH)	65.80	
Miscellaneous	(M)	60.15	- $1182.80

Tender, Etc.

As per itemized chattels on Analysis	- 17.50

GROSS SALES FROM CHATTELS AT 1096 W.10th Ave. 1,200.30

TOTAL GROSS SALES - $3,013.35

* - NOTE:
The above Tank is referred to by Mr. Kitamura in his Declaration (see Page 3 of Analysis - "Basement") as 1200 Gal. Tank, not 12000 gallon. It is not clear from Claim whether Mr. Kitamura is claiming on the Tank of the Oil. Tank was sold with real property. No record on file as to disposition of oil.

G Robertson

LE No. 5090 EXHIBIT No. ______ CASE No. ______

EG. No 00583 VENUE TORONTO

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS
AUCTION	TENDER &c								
	(L) 100.00	(All goods marked (L) in "Tender" column sold to Lessee for $100.00)							
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								

EXHIBIT No. 1011-4
DATE 5 May 1948
FILED BY
J. W. G. Hunter

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5090 EXHIBIT No.

NAME Kenjiro KITAMURA REG. No 00583

DATE Declaration Oct.21/42 Evacuation Oct.28/42	INVENTORY Taken by Date	DETAILS OF CLAIM	SALES Auction	SALES Tender &c	Sold with Real Prop.	Decl. not found
Room #8		(See page one)				
3 chairs & 2 stools	5.00					
1 oak dish case with double glass doors	35.00			(L)		
1 dining desk with drawer				(L)		
1 round table	1.50			(L)		
3 chairs	6.00			(L)		
Room #9 Stock Room. Belongs to K.Kitamura						
Room #10						
1 Cooking stove with 4 pcs. sticks	75.00			(L)		
1 hot water boiler	15.00					
1 dish case with 4 doors	10.00			(L)		
1 3-corner table	2.50			(L)		
1 tea kettle, new	1.50					
1 coal scuttle	2.00					
1 coal shovel	.50					
1 lamp	.15					
1 transformer -	2.00					
Room #11 -Sink Room						
1 key to open water on the roof	.25					
1 table	.50			(L)		
Room #12 - Toilet Room						
1 rubber plunger	.75					
Room #13 (new building backroom)						
1 landing lamp	.15					
1 rd.oak table with 5 sleeves	50.00			(L)		
6 oak chairs	25.00			(L)		
1 round table	1.00					
1 radio case only	1.00					
1 center ceiling lamp with glass shade	45.00				X	
1 wall lamp with glass shade	7.50					
1 glass shade for landing lamp	10.00					
1 key for roof door	.15					
1 landing lamp to roof with Ext. cord	.50					
1 set Chesterfield (Soffer, 2 armchairs,1 chair, 1 footrest)	100.00			(L)		
1 picture frame with King & Queen	1.50					
2 radio cases only	2.00					
1 set ceiling lamps with glass shade, 5 lamps	75.00					
2 wall lamps with glass shades	15.00					
Curtains & Drapes declared in above rooms	20.00					
Blinds -various rooms	7.00					
Globes & shades in above rooms	3.00					
Linoleums:						
6 mos.old lino in #1,#2 Linoleum on Hallway, rooms 3,4,5,6,8,kitchen, sink room,toilet room.						

ILE No. 5090 EXHIBIT No. CASE No.

EG. No 00583 VENUE TORONTO, Ont.

SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS
	(L)								
	(L)								
	(L)								
	(L)								
									List of this stock on file dated Oct.24/42. K.Kitamura's letter of Oct.26/42 advises that stock disposed of.
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
	(L)								
		X							
	(L)								

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5090 EXHIBIT No.

NAME Kenjiro KITAMURA REG. No 00583

DATE
DECLARATION Oct.21/42
EVACUATION Oct.2/42

INVENTORY
TAKEN BY
DATE

DETAILS OF CLAIM

SALES
AUCTION | TENDER &c | SOLD WITH REAL PROP. | DECL. NOT FOUND

FURNITURE & FIXTURES OF STORE - 301 Powell St. (This list not dated or signed) (See Page one).

6 ft. showcase	150.00		SH			
8 ft. "	200.00		SH			
6 ft. "	150.00		SH			
6 ft. "	150.00		SH			
4 ft. "	100.00		SH			
6 ft. "	150.00		SH			
4 side glass case	125.00		SH			
6 ft. showcase	150.00		SH			
6 ft. showcase	150.00		SH			
Cigar & Cigarette Case	150.00		SH			
4 ft. showcase	100.00		SH			
6 ft. "	150.00		SH			
6 ft. "	150.00		SH			
6 ft. "	150.00		SH			
4 ft. "	100.00		SH			
Counter showcase	125.00		SH			
1 only cash register	350.00					
1 cash register stand	10.00			3.75		
4 ft. showcase	100.00		SH			
6 ft. showcase	150.00		SH			
6 ft. Mah.showcase	250.00		SH			
6 ft. Mah. showcase	250.00		SH			
4 ft. showcase	100.00		SH			
1 Fountain showcase	125.00		SH			
1 pcs. 99 Medicine drawers	100.00			14.00		
2 pcs.Stationery showcase with glass doors (14 lge.& 17 small)	300.00		SH			
1 only stove	25.00			21.00		
2 lamp shades with lamp	50.00					
1 lamp shade with lamp	15.00					
20 lamp shades with lamp	150.00					
1 Moose head ornament	100.00					
2 Eagles Ornament	20.00					
1 Pheasant Ornament	10.00					
6 Glass stands	275.00					
Many tools (saw,hammer, etc.)	50.00					
Office:						
1 Safe	200.00					
1 Cabinet	50.00			15.50		
1 Typewriter	150.00					
1 Gestetner Print.Mach.	175.00					
1 Typewriting Desk	25.00			25.00		
1 Sandstrand Add.Mach. combained each Register	150.00					
Basement:						
1 Oil Burner & Tank 1200 gals.	750.00					X
120 gal.oil- full of tank						
1 long handle brush above window	.75					
1 Gakubuchi of Medicine	20.00					
6 shelving glasses above stove shelf	27.00					
2132 pcs.Gramaphone Records					741.00	
2 places Records Shelving	50.00					
2 pcs.Record Cases	15.00					
3 sink room lamps	.45					
2 new building STK room	.30					

E No. 5090 EXHIBIT No. CASE No.

. No 00583 VENUE Toronto

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	SHIPPED	REMARKS
UCTION	TENDER &c								
3.75								X	See letter Sept.2/44.
14.00									
21.00									
15.50									
25.00									
		X							
		741.00							

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5090 EXHIBIT No.

NAME Kenjiro KITAMURA REG. No 00583

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	N
DECLARATION Oct.21/42	TAKEN BY		AUCTION	TENDER &c			
EVACUATION Oct.28/42	DATE						
Basement - cont'd.							
1 glass shelving stand on C/S #12	75.00	(See Page one)					
1 glass shelving stand on C/S #13	75.00						
Every showcases have glass shelving accordingly 46 pcs. about	200.00						
Toilet room - 1 lamp, 1 brush, 2 looking glass	3.00						
			79.25	841.00			
		Showcases SH	398.00				
		Furniture & Fixtures F	189.25				
		Miscellaneous M	104.80				
		Kitchenware K	24.75				
		Quantity Glass Shelving	13.00				
		Vases V	104.00				
			$913.05				
			841.00				
		Gross Sales of Powell St. Chattels -	$1754.05				
		Plus 2 radios -	59 00				
			1813 05				

No. 5090 EXHIBIT No. CASE No.

No 00583 VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS
CTION	TENDER &c								
79.25	841.00								
398.00									
189.25									
104.80									
24.75									
13.00									
104.00									
913.05									
841.00									
754.05									
59 00									
813 05									

(Part 2) # ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5090 EXHIBIT No.

NAME Kenjiro KITAMURA REG. No 00583

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	
Declaration Oct.21/42	Taken by			Auction	Tender &c			
Evacuation Oct. 28/42	Date							
(2) - 1096 W. 10th Ave., VANCOUVER, B.C.		(See Page one)						
List of chattels rented by Mr. Kitamura with the real property, and referred to as "ScheduleA" attached to Lease, dated March 18, 1942. (Schedule of signed by Mr. Kitamura and Lessees).								
Living Room:								
1 Weber Piano with Bench	$125.00			251.00				
1 fireplace set,screen, basket, etc.	25.00				10.00			
1 Mahogany Table	50.00			36.00				
1 3-3x6-8 Mosel Rug	35.00			31.00				
1 Pergan Rug 3-10x5-9	35.00			32.00				
1 " " 3-7x6	25.00)				50.00			
1 " " 3-6x5-8	25.00)							
2 Silk Drapes			F					
8 window curtains			F					
Dining Room:								
1 Mah. Buffet (Lge.size)	200.00			41.00				
1 " Dining table	100.00	(chairs listed on last page)		50.00				
1 Tenshin Blue Rug	100.00				100.00			
1 Dining Table Pads	10.00		M					
1 Drapes			F					
∅ 4 window curtains			F					
Den:								
1 Oak desk with typewriter	25.00			7.00				
1 Oak Table	5.00			11.00				
1 Pergan Rug 5-5x8-3	25.00			8.00				
1 Rocker (Leather Ap)	35.00		F					
2 Chairs (Leather Ap)	50.00		F					
1 Wicker Lamp Stand	5.00		F					
1 fireplace screen	3.50				3.50			
2 pr. drapes	2.00		F					
2 window curtains			F					
1 magazine stand			F					
Sun Room:								
3 pcs.wicker set,sofa, chair, rocker	25.00			12.25				
9 plants								
9 flower pots	5.00			4.00				
6 flower stands,wicker	8.00		F					
1 wicker table	3.00		F					
3 drapes	1.00		F					
Downstairs Hall								
1 Pergan Rug 3-8x5-8	15.00							X
1 Pergan Rug 3-6x6-2	15.00)				) 25.00			
1 Pergan Rug 2-6x3-7	10.00)				)			
2 Brass Flowery	5.00			2.50				
1 Bear Rug	5.00			.50				
3 door curtains			F					
Kitchen								
1 Nook table	15.00)- -			12.00				
2 Bench with leath.cushions	10.00)							
1 Stove	35.00				40.00)			
1 Gas Heater	10.00				6.00)			
1 Electric Clock	10.00		F					
7 window curtains			F					
East Front Room								
1 Eng. brass bed,Spring & mattress	100.00	cost more than $100 - bought just round in 1935.		12.00				
1 Oak dresser with glass	50.00			18.50				
1 oak dresser with glass	35.00			15.00				
1 Oak writing desk	15.00							
1 Wilton Rug 9x12	30.00			20.00				
4 drapes	2.00		F					
10 pictures in frame	5.00		F					
3 window curtains			F					

E No. 5090 EXHIBIT No. CASE No.

S. No 00583 VENUE TORONTO

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS
UCTION	TENDER &c								
251.00									
36.00	10.00								See May 17/45.
31.00									
32.00									
	50.00								To Lessee. May 15/45.
41.00									
50.00									
	100.00								To Lessee - See Aug.12/44 & Mar.29/45.
7.00									
11.00									
8.00									
	3.50								To Lessee - May 15/45
12.25									
4.00									
			X						
)	25.00								To G. Smith, June 2/45.
)									
2.50									
.50									
12.00									
	40.00)								To D. Beal May 16/45.
	6.00)								
12.00									
18.50									
15.00									
20.00									

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5090 EXHIBIT No.

NAME Kenjiro KITAMURA REG. No. 00583

DATE — DECLARATION Oct.21/42 — EVACUATION Oct.28/42

INVENTORY — TAKEN BY — DATE

		DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
West Front Bedroom:		(See Page One) bought 2nd hand Jan 1935.					
1 Eng.brass bed,spring & mattress	100.00			17.00			
1 Mah. 3 large looking glasses topped, 2 pcs. glasses	75.00			43.50	(dresser)		
1 Mah. Dresser	50.00			27.00			
1 Mizopere Rug 6-6x8-2	35.00			21.50			
2 drapes			F				
5 curtains			F				
1 Cabinet	5.00		F				
1 Writing Desk	25.00				25.00		
Back Bedroom:		bought 2nd hand in 1935					
1 Eng.Brass Bed, spring,mattress	100.00			8.50			
1 Oak dresser with looking glass	75.00			37.00			
1 Oak dresser with looking glass	50.00			36.00			
1 Oak dresser with looking glass	35.00			27.50			
1 Indian Rug	35.00			25.00			
1 Ladies Walnut Desk	1.00						
1 Ladies Walnut Oval Desk	5.00						
1 Cot Bed	3.00			4.50			
2 drapes	1.00		F				
1 rocker chair	3.00		F				
7 window curtains			F				
Upstairs Hall							
1 Rug 4x6-9	10.00) -			11.00			
1 Rug 2-6x5-7	10.00)						
1 small size rug	2.00			2.00			
1 Vanity dresser with 3 look.glasses	35.00			9.00			
1 Landing Rug	35.00			26.00			
2 drapes	1.00		F				
2 curtains			F				
Rug all stairways	20.00			8.50			
Bathroom:							
1 cloth curtain for bath tub	1.00		F				
3 window curtains			F				
Cloth closets							
1 window curtains			F				
Basement:							
1 Billiard Table	500.00			42.50			
1 dining table	5.00				5.00		
3 wooden tables	3.00		F				
1 gas heater & boiler	2.00		F				
1 new kitchen stove	175.00			22.00			
2 lawnmowers @ 7.50	15.00			11.00	7.50		
Wood & sawdust							X
Ice Box	5.00				5.00		
2 only keys for kitchen door	.70					x	
1 key for auto garage	.25					x	
12 keys for door on every room	1.50					x	
1 floor polish brush	1.00		M				
LIGHT GLOBES from various rooms	13.90					x	
REPORTED by Mr.Kitamura in letter of Mar.24/44							
In cloth closet 1 large trunk containing ladies dresses,clothings, etc. worth about $500.00	)						
REPORTED by KITAMURA in letter of Dec.21/44							
"We have many goods at attic of this home - Chairs to dining room table Dinner dishes Many other private goods "			Ch				
				932.75	17.50		
		Tools	T	22.50			
		Furniture	F	108.35			
		Kitchenware	K	25.50			
		Miscellaneous	M	60.15			
		Chinaware	Ch	65.80			
		Teakwood nest tables		38.00			
		2 Inlaid Mah. Card Tables		88.00			
		6 Bentwood Chairs		17.00			
		Mah. Oval Table		13.50			
		Child's Play chute		14.50			
		Breakfast table, 4 chairs		13.25			
				1182.80	17.50		(Gross Sales from

ILE No. 5090 EXHIBIT No. CASE No.

EG. No 00583 VENUE Toronto

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							
7.00								
43.50	(dresser)							
27.00								
21.50								
	25.00							Lessee. See Aug. 12/44 & Mar. 29/45.
8.50								
37.00								
36.00								
27.50								
25.00								
4.50								
11.00								
2.00								
9.00								
26.00								
8.50								
42.50	5.00							Appraised at $35.00. Letter May 1/45. To Lessee. May 1/45.
22.00								
11.00	7.50							1 to Less. May 1/45.
	5.00		X					To Lessee. May 1/45
		x						
		x						
		x						
		x						
								Shipped. See letters Apr. 22 & May 10, 1944.
								Chairs sold with Dining Table for $50. (Page 5).
932.75	17.50							
22.50								
108.35								
25.50								
60.15								
65.80								
38.00								
88.00								
17.00								
13.50								
14.50								
13.25								
1182.80	17.50							(Gross Sales from 1096 W. 10th Avenue - $1200.30)

KITAMURA Ken-Jiro
(Claimant's Name)

PERSONAL CHATTELS

00583
Reg. No.

	Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1	Weber Piano	1925	New	$500.00	Good	$125.00
1	Mahogany Buffet	1935	Used	300.00	"	$200.00
3	Bed and Mattress	1935	"	550.00	"	$300.00
	Other household goods as per Custodian's inventory.					2098.85
	Billiard Table	1935	Used	650.00		500.00
					Estimated Value	$3223.85
						1200.30
					Sold by Custodian	2000.00

clam

Description of Storage of Goods:

Reported by Mr. Kitamura Dec.21/44 that many goods in attic of home not claimed for.

EXHIBIT NO. 1011-5
DATE 5 may 1948
FILED BY J. a. Brown

General Statement as to Chattels not Described above:

19 show Cases	1920 etc.	New	$3000.00	(
1200 gallon tank oil	1 for oil heating		$ 750.00	($500.00 ~~(should be much more~~
oil burner and pipes				3750.00
				398.00 sold by Custodian
				3352.00 Claim reduced by $500.
				(

Additional Comments, if any:

Summary - Estimated Value ~~$3723.85~~
Sold by Custodian ~~1200.30~~
Claim ~~$2523.55~~

Valuations fully set out in Custodian's file.

H. Clamman
Signature

1011-6

EXHIBIT No.

DATE May 5 1948

FILLED BY J. W. G. Hunter

PEMBERTON REALTY CORPORATION LIMITED

408 Howe Street

Vancouver, Canada

October 18, 1943.

Catalogue #376.

1096 West 10th Avenue, Lot 1, Block 375, D. L. 526.

This is a 2-storey, seven room freak house, built in 1922, at very great cost, of cut stone exterior with garage and fence to match. In an apartment area and adjoining an apartment house. Interior is lined, walls and ceiling with cheap cottonwood plywood (like a beach cottage) natural without finish. This soft wood has absorbed dust and smoke for years and cannot be cleaned, the extra large kitchen, breakfast nook, pass pantry and bathroom has white tile walls and ceiling. There is a billiard room in the basement with an open surface water drain running through the room. The rent is $50 per month and the taxes are over $25 per month.

Value.....$6500

PEMBERTON REALTY CORPORATION LIMITED.

"W. G. Moore"

W. G. Moore.

WGM-JM

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 8, 1948. Frances May

1011-7
EXHIBIT No.
DATE 5 May 1948
FILLED BY
J. W. G. Hunter

PEMBERTON REALTY CORPORATION LIMITED
418 Howe Street
Vancouver, Canada
March 10, 1944
"One Day Nearer Victory"

Catalogue #185.

301-11 Powell St., S.36' 40-42/40/196.

Lot 36 by 75.

This is a very old building 59 by 32 feet, two storey frame with Duroid imitation brick on outside walls. Also a three storey brick and concrete building 16 by 36 feet, containing store on the main floor, seven rooms on the second and 1 large room on the third floor. The old part is all wood partitions. There is a hot water furnace with oil burner in a burnace pit, now flooded.

Value for Sale $6,000

PEMBERTON REALTY CORPORATION LIMITED.

"W. G. Moore"

W. G. Moore

WGM-JM

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 8, 1948. Frances May

EXHIBIT No. 1011-8

DATE 5 May 1948

FILLED BY J.W.G. Hunter

THIS INDENTURE

made the EIGHTEENTH day of MARCH in the year of our

Lord one thousand nine hundred and FORTY/TWO.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN

KENJIRO KITAMURA: (Proprietor) of 301 Powell St., City of Vancouver, Province of British Columbia.

hereinafter called the Lessor of the FIRST PART;

AND

LILLIE GILLIS:

(spinster) of 1096 West 10th Ave., City of Vancouver, Province of British Columbia.

hereinafter called the Lessee of the SECOND PART;

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained the said Lessor doth demise and lease unto the said Lessee, ALL AND SINGULAR that certain dwelling house lying, and being on Lot One (1), Block Three Hundred & Seventy-five (375) D.L. Five Hundred & Twenty-six (526) and more particularly numbered and described as 1096 West 10th Ave., Vancouver, B. C. together with all furniture, and furnishings as per Inventory hereto attached and marked Schedule "A"

From the --------EIGHTEENTH-------- day of MARCH one thousand nine hundred and forty-two.

for the term of - twelve months - next ensuing

YIELDING AND PAYING therefor to the said Lessor , the clear yearly rent or sum of - - - - - - SIX HUNDRED - - - - - - - - - - - - - - - - Dollars of lawful money of Canada, payable on the following days and times, that is to say: The sum of Fifty dollars ($50) shall become due and payable on the 18th day of March 1942 and further sums of Fifty dollars ($50) shall become due and payable on the 18th days of each and every month thereafter during the term of lease herein contained. ALL RENTALS ARE TO BE PAID STRICTLY IN ADVANCE.

ALL RENTALS DUE AND PAYABLE HEREUNDER, shall be paid into the office of the Lessor at 301 Powell Street, Vancouver, B. C., or at such other place as the Lessor shall advise the Lessee in writing.

AND the said Lessee COVENANT with the said Lessor to pay rent, and to repair (reasonable wear and tear and damage by fire and tempest excepted). AND that the said Lessor may enter and view repair;

AND that the said Lessee will repair according to notice (reasonable wear and tear and damage by fire and tempest excepted).

AND will not assign or sub-let without leave;

AND will not carry on any business that shall be deemed a nuisance on the said premises.

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted.)

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, THE then current quarters' rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said lessee.

PROVISO for re-entry by the said Lessor on non-payment of rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

KITAMURA BROS.

301 Powell Street
Vancouver, B. C.

SCHEDULE "A"

"18th K.K."
March ~~15~~, 1942

I rent the home at 1096 West 10th Avenue, Vancouver, B. C. from Mr. K. Kitamura of above mentioned address, with the goods as follows;- (Rent $50.00 per month)

Living Room.

~~3~~	~~Pce~~	~~Chesterfield, Blue mohar~~	~~$200.00~~ "K.K." "H.A.J."
1	only	Webber Piano with bench	125.00
1	set	Fire place set (Screen Backet Etc.)	25.00
1	only	Mahogany table	50.00
1	"	Mosel Rug 3-3 x 6-8	35.00
1	"	Pergan # 3-10 x 5-9	35.00
1	"	" 3-7 x 6	25.00
1	"	" 3-6 x 5-8	25.00
2	"	Silk Drapes	10.00
10		Light Gloves	2.00
		8 Window curtains	

Dinning Room

1	only	Mahogany Buffet (Large Size)	200.00	"K. K."
1	"	Mahogany Dinning Table	100.00	
1	"	Tenshin Blue Rug	100.00	
1	"	Dinning table pads	10.00	
1	"	Drapes	5.00	
9	"	Light Gloves		"L. G."
4	"	Window curtains		

"Blinds for all windows except Basement"

Den

1	only	Oak desk with typewriter	25.00	(Seal) "L.R.M."
1	"	Oak table	5.00	
1	"	Pergan Rug 5-5 x 8-3	25.00	
1	"	Rocker (Leather Ap)	35.00	
2	"	Chairs "	50.00	
1	"	Wicker lamp Stand	5.00	
1	"	Fire place screen	3.50	
2	pairs	Drapes	2.00	
"6 KK" 4 7		Light Gloves	.80 "140"	
2	"	Window Curtains		
"1"		"Magazine Stand"		

//

Sun Room

3	pcs,	Wicker set, Sofa, chair, rocker	25.00
9	"	Plants	
"	"	Flower Pots	5.00
6	"	Folwer Stands made of wicker	8.00
1	"	WICKER TABLE	3.00
3	"	Drapes	1.00

(Attic and cloth closet joins attic not rented, belongs to K.K.)

"It is here by mutually agried by and between parties here two for removal of

Living Room — 3 piece chesterfield suit from Living room
~~also 1 piece Oak Table with typewriter~~
~~upholster in Leather~~
Den — ~~1 Rocker Leather and 2 piece Arm Chair~~
Kitchen — ~~1 piece nook table~~
1 " Regrigerator

"these articles have not been removed "K.K. "Mrs. H.A. Johnson"

---

3 leaves for Dining Room table to me. ad to furniture in house.

"Mrs. H. A. Johnson"

"K. Kitamura"

KITAMURA BROS.

301 Powell Street,
Vancouver, B. C.

Down Stairs' Hall

1 Only	Pergan Rug 3-8 x 5-8	15.00	
1 "	" " 3-6 x 6-2	15.00	
1 "	" " 2-6 x 3-7	10.00	
2 "	Brass Flowery	5.00	
1 "	Bear Rug	5.00	
7 "	Light Gloves	1.40	
3 "	Door curtains		

Kitchen

1 "	Nooke table	15.00	
2 "	Bench with leater cushions	10.00	
1 "	Stove	35.00	
1 "	Gas Heater	10.00	
~~1 Kelvinator~~	~~Regrigerator~~	~~150.00~~	"K.K." "H.A.J."
1 "	Electric Clock	10.00	
7	Window curtains		
5	Light Gloves	1.00	

East Front Room (Victor's)

1 only	English brass bed, Slumber king Spring with R Mattress	100.00	
1 "	Oak dresser with glass	50.00	
1 "	" " " "	35.00	
1 "	" Writting desk	15.00	
1 "	Wilton Rug 9 x 12	30.00	
4 "	Drapes	2.00	
10	Pictures in fram	5.00	
3 "	Window curtains		
4 "	Light Gloves	.60	"L. G." "K. K."

West.
Front bed room (Father's)

1 only	English brass bed, Coil spring & A Mattress	100.00	
1 "	Mahogany 3 large looking glasses tapped 2 Pcs Glasses	75.00	
1 "	Mahogany Dresser	50.00	
1 "	Mizopere Rug 6-6 x 8-2	35.00	
2 "	Drepes	1.00	
5 "	Curtains		
5 "	Light Gloves	1.00	
1 "	cabinet 20 drawers	5.00	
1 "	Writing desk	25.00	

(Seal) L.R.M."

KITAMURA BROS.

301 Powell Street,
Vancouver, B. C.

Back bed room (Mather's)

1	only	English brass bed, Coil Spring & Mattress	100.00
1	"	Oak Dresser with looking glass	75.00
1	"	" " " "	50.00
1	"	" " " "	35.00
		(Each has glass on dresser)	
1	"	Indian Rug	35.00
1	"	Ladies Walnut desk	1.00
1	"	" " Oval Desk	5.00
1	"	Cot (Bed)	3.00
2	"	Drapers	1.00
1	"	Rocker Chair	3.00
5	"	Light Gloves	~~1.00~~
6 7	"	Window curtains	1.20

Up Stairs Hall.

1	only	Rug 4- x6-9	10.00
1	"	" 2-6 x 5-7	10.00
1	"	" Small Size	2.00
1	"	Vanity Dresser with 3 looking glasses	35.00
1	"	Landing Rug	35.00
2	"	Drepes	1.00
2	"	Curtains	
		Rug all satir ways,	20.00
2		Gloves	.40

Bath Room

1	only	Cloth curtain for bath tab.	1.00
3		Window curtains	
2		Gloves	

Cloth Closets.

1 4	only	Window curtains	
1 5	"	Light Gloves	1.00

~~1 only New Kitchen Stove 175.00 "K. K. "~~

Basemesntl

1	only	BILLIARD TABLE	500.00
1	"	200 Lamp	1.00
6	"	Light Globes	1.20
3	"	Out side	.60
~~3 2~~	~~"~~	~~Wood Tables~~	~~2.00~~ "K.K."

~~1 Gas Heater & Boiler 2.00 "K.K."~~

"K.K."
"L. G."

KITAMURA BROS.

301 Powell Street,
Vancouver, B. C.

(Addition) Basement.

1	only	Dinning table		5.00
3 ~~2~~	"	Wooden tables		~~2.00~~ 3.00
1	"	Gas Heater & Boiler		2.00
1	"	New Kitchen Stove		175.00
2	"	Lawn Mowers	@ 7.50	15.00
		Wood & Saw Dust		
1		Ice Box		5.00
2	only	Keys for Kitchen door		.70
1	"	Key for Automobile Garage		.25
12	"	Keys for door on every room		1.50
1		Floor polish brush		1.00

The owner of this house, 1096 West 10th Ave. Vancouver, B. C. Lot 1. BLK 375. D.L. 526, and the tenent Miss. "L. Gillis" agreed as follows;-

A. Attic and cloth closet joins to attic not rented.
B. Gas, Telephone, Light. Water and Etc will pay monthly by tenant.
C. No pegs or nails allowed in and outside of this house.
D. Furnitures and fixtures and all other goods must take good care, any damage done for present condition, the tenant must be repaired at the tenant expences.
E. must not cut trees or branches except roses.
F. The tenant Miss must dwell in this house and will not permit sub-rent this house.
G. House rent $50.00 per month must be paid on this date every month, to Mr. K. Kitamura 301 Powell St. Vancouver or according suggestion.
H. The Owner andthe tenant will LEASE for one year from date above mentioned.
I. The Owner will not supply any thing for this house in the future.
J. All repairs of this house at expenses of the tenant.
K. Must not make toast or tea and etc in the rooms all cooking done in the kitchen.

End.

Owner,

Per....."K. Kitamura".....

Tenant,

Per....."Lillie Gillis".....

Witness, Per, "S. Kimura"

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948. Frances May.

"April 18th, 1942. "

"I, Miss Lillie Gillis hereby assign all my interest and claim in this lease to Mrs. Harriett A. Johnson.

Miss Lillie Gillis"

"I accepted every agreement on this lease and receive the lease from the same Miss Lillie Gillis

Mrs. Harriett A. Johnson"

"I hereby give my consent to the above assignment

K. Kitamura"

THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic 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 mentioned.

SIGNED, sealed and Delivered)
By the Lessor in the Presence of)
)
"L. R. Maddaford") "K. Kitamura"
"wk"?)
254 E. Hastings Street.,) "Lillie Gillis"
Vancouver, B. C.)
)
SIGNED, sealed and Delivered)
By the Lessee in the Presence of)
)
)
witness to all parties.)

I HEREBY CERTIFY that on the Nineteenth day of March 1942.
at Vancouver in the Province of British Columbia,

KENJIRO KITAMURA and
L Gillis who is) personally known to me, appeared before me and acknowledged to me that they are the persons mentioned in the annexed instrument as the makers thereof, and whose names are subscribed thereto as parties and that they know the contents thereof, and that they executed the same voluntarily, and they are of the full age of twenty-one years.

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

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

Section "For the Secretary or other Officer of a Corporation" not completed.

Section "Declaration of Witness" not completed

DATED March 19th 1942

K. Kitamura.

TO

Miss L. Gillis

LEASE FORM

1096 West 10th Avenue,
Vancouver, B. C.
for one year at $50: per
mo , as from Mch 18!42.

Section "For Attorney" not completed

Section "Declaration by Attorney" not completed

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 9, 1948. Frances May

EXHIBIT No. 1011-9

DATE 5 May 1948

FILLED BY J.W.G. Hunter

BAY FARM DRUG STORE

Slocan City, B. C.

P. O. Box 31,
August 4th, 1944.

Mr. G. D. Milsom,
Administration Department,
Office of the custodian,
506 Royal Bank Building,
Vancouver, B. C. Canada.

Re your file #5090.

Dear Sir;-

We are in receipt of your letter of the 31st Ult, in connection with to rent our property at 301 Powell Street, Vancouver, B. C. at $60.00 per month a period of one year.

For above mentioned matter, we answered by telegram on August 1st, 1944, as follows;-

WE RECEIVED YOUR WIRE TO-DAY THANKS stop WE ACCEPT YOUR OFFER TO RENT POWELL STREET STORE AT SIXTY DOLLARS PER MONTH stop KINDLY KEEP CASH REGISTER FOR US stop OTHER CHATTELS IN STORE WE WILL FOLLOW TO YOUR INSTRUCTIONS.

therefore kindly rent the store to the tenant and on this occasion the writer thank you for your at most effort in your power.

(A)..... With regard the show cases kindly have them dispose to public auction, according to your telegram.

(B)..... Kindly let Southwell Company pack the CASH REGISTER and ship it to BAY FARM DRUG STORE, Slocan, B. C.

(C)..... Kindly keep the "SAFE" where it is, as the safe placed at out of the way in the store.

Re installation a water pump in basement of this store, which cost approximately $50.00 according to your letter. If Southwell Co, guarantee machine and work, also they present guarantee note to your office then please give them instructions to install a water pump.

Thanking you for your attention to these matters,

we

Yours very truly,

KK/TY

"K. Kitamura"

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 10, 1948 Frances May.

Attached to Exhibit 1011-9

KITAMURA BROS.

August 1st 1944.

Mr. P. Douet,
Administration Department,
Department of the Secretary of state
Office of the ~~custideain,~~ custodian,
506 Royal Bank Building,
Vancouver, B. C. Canada

Re Your file 5090.

Dear Sir;-

We received wire as follows;-

Kenjiro Kitamura,
Registration No. 00583,
Bay Farm, Slocan, B. C.

Have opportunity to rent Powell Street Store sixty dollars per month will be necessary to remove chattels please apply security commission for any articles you need The remained will be auctioned

Office of the custodian

In accordance with we answered by wire as per confirmation enclosed herewith which is self-explanatory to you.

Thanking you in anticipation for your attention to this matter, we are

Yours very truly,

"K. Kitamura"

Ken. Kitamura,
P. O. Box 31,
Slocan, B. C.

KK/TY

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948 Frances May

C D 2x

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

CLASS OF SERVICE DESIRED	
Full Rate	
Day Letter	
Night Message	
Night Letter	

PLACE X OPPOSITE SERVICE DESIRED

W. D. NEIL, GENERAL MANAGER, MONTREAL

ACCOUNTING REFERENCE	CHECK	TIME FILED

Attached to Exhibit 1011-9

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

"Confirmation"

August 1st 1944.

Bay Farm Drug Store,
Slocan, B. C. Canada.

Mr. G. D. Milsom,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C. Canada.

We received your wire to-day thanks STOP we accepted your offer to rent Powell Street Store at sixty dollars per month STOP kindly keep CASH REGISTER for us STOP other chattels in the store we will follow to your instructions

Ken Kitamura
Registration 00583

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.
July 12, 1948 Frances May

D. L. HOWARD, Assistant General Manager, Montreal, Que.

P. G. McLEAN, General Superintendent, Montreal, Que.
R. R. BACON, Superintendent, Sudbury, Ont.
L. A. RAYMOND, Superintendent, Toronto, Ont.
W. S. EMERY, Superintendent, Montreal, Que.
D. LESLIE, Superintendent, Saint John, N.B.

G. H. PESCUD, General Superintendent, Winnipeg, Man.
L. B. HAMSON, Superintendent, Vancouver, B.C.
T. H. HOLMES, Superintendent, Calgary, Alta.
R. V. TOMBR, Superintendent, Moose Jaw, Sask.
B. ELSEY, Superintendent, Winnipeg, Man.

TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED ARE PRESCRIBED BY ORDER No. 49274 DATED DECEMBER 5th, 1932, OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA, AND PUBLISHED IN THE CANADA GAZETTE.

It is agreed between the sender of the message, on the face of this form and this Company, that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeated telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages, suffered by the sender to an extent not exceeding $200, due to the negligence of the Company in the transmissio or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers he acts for that purpose as the sender's agent; if by telephone the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

CLASSES OF SERVICE

FULL RATE TELEGRAM

A full-rate expedited service.

NIGHT TELEGRAM.

Accepted up to 2 a.m. at reduced rates, to be sent during the night and delivered on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the ten-word day telegram rate for the transmission of 50 words or less, and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Day letters may be forwarded by the Company as a deferred service, and the transmission and delivery of such Day Letters are, in all respects, subordinate to the priority of transmission and delivery of full-rate telegrams.

Day Letters may be delivered by the Company by telephoning the same to the addressees and such deliveries shall be a complete discharge of the obligation of the Company to deliver.

Day Letters are received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of full-rate telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2 a.m. for delivery on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays, at rates still lower than its standard night telegram rates as follows: The standard day rate for 10 words for the transmission of 50 words or less and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Night Letters may, at the option of the Company, be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

Attached to Exhibit 1011-9

June 22nd, 1944

Mr. Kenjiro KITAMURA,
Reg. No. 00583,
Bay Farms,
Slocan, B. C.

Dear Sir:

In connection with your property at 301 Powell Street, we have not yet received an acceptable bid, but if we should it will be necessary to send the fixtures to auction sale.

We have received a tentative bid for the following articles:

4 Showcases @ $10.00	$40.00
12 Showcases @ $15.00	180.00
5 Showcases @ $20.00	100.00
Safe	50.00
Cash Register (Crank arm off)	75.00
Ice Cream Freezing Machine (which we understand that only motor & compressor are of any use)	50.00
Small Typewriter Desk	20.00
Stove	5.00
	$520.00

Will you kindly write us immediately if you are willing to sell the above articles at this price.

These prices are net to you and not subject to advertising or auctioneer's fees.

Yours truly,

G. D. Milsom
Administration Department.

GDM/GH

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
July 12, 1948. Frances May

EXHIBIT No. 1011-10

DATE 5 May 1948

FILLED BY J.W.G. Hunter

HOY'S BROKERAGE

188A Pender Street East

Vancouver, B. C.

June 17th.1946.

The Custodian's Office,
506 Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B. C.

Dear Sir;

Re: 301-311 Powell Street.

My client Mr. JOE GON on whose behalf I had submitted a offer of $7,000.00, and on June 14th., I was up to your office with the balance of purchasing price, would you please have this property registered in the name of "JOE GON" merchant, of 37 Pender Street East, Vancouver B.C.

I have been endeavoring to sell this piece of property to my client for the last three years, and had in between time, sold him a couple of places on the 200 Block Powell St. "236 & 237 Powell St." My client Mr. JOE GON can substanuiate this statement.

Thanking you, and trusting everything is in order.

Yours truly,

"Gertrude Hoy"

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948, Frances May.

Attached to Exhibit 1011-10

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
CUSTODIAN OF JAPANESE EVACUEE PROPERTY
VANCOUVER OFFICE

Receipt No. 14376

Date 14 June 1946

RECEIVED from Chee Dack Tong Vancouver, B. C.

the sum of Six thousand three hundred xx/100 Dollars ~~Cash~~ Cheque ~~Money Order~~

re: PROPERTIES SUSPENSE ACCOUNT Regn. No. File No. 5090

Balance Purchase Price Cat. # 185. 301-311 Powell St.

$ 6300.00 xx

B. Good Cashier
For the Custodian of Japanese Evacuee Property

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.
July 12, 1948 Frances May

Attached to Exhibit 1011-10

Catalogue No. 185
File No. 5090

TO THE PURCHASER

Kindly fill out the following information and return to this office:

Full name: "Chee Dack Tong Association"

Address: "87½ Pender Street East"

Occupation:

"A Society"

Nationality:

"Chinese"

IMPORTANT:

If Title is to be issued in the name of a wife only, please give full name, occupation and address of the husband as well. Also, if the title is to be issued in two names please state whether the ownership is a Joint Tenancy or a Tenancy in Common.

----o)o----

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948 Frances May.

Attached to Exhibit 1011-10

P. C. GIBBENS & CO. LTD.

254 East Hastings Street,
Vancouver, B. C.

May 30th, 1946.

The Custodian,
675 W. Hastings Street.,
City.

Gentlemen: RE: Catalogue No. 185
301-311 Powell St.,

Herewith we hand you cheque for Six Hundred Dollars ($600:00), being 10% of our client's tender to purchase the above catalogued property for $6000:00 cash gross.

The name of our client is Jim Lee, (retired) 254 E. Hastings Street, Vancouver, B. C.

We have checked this property very carefully and in our opinion the tender of our client herewith is a very good one, and in our opinion merits your favorable consideration.

Trusting to hear from you at your earliest convenience, we are,

Yours very truly,

P. C. GIBBENS & CO. LTD.

PER: "L. R. Maddaford"

L. R. Maddaford.

LRM. ms.

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948. Frances May

Attached to Exhibit 1011-10

HOY'S BROKERAGE

188A Pender Street East,

Vancouver, B. C.

May 15th., 1946.

Office of Custodian,
506 Royal Bank Bldg.,
675 West Hastings St.,

Dear Sir;

Re; Lot S.36' 40, 41, 42, Block 40, District Lot 196,
Custodian Fle No. 5090, Catalogue No. 185.

Enclosed is a cheque of $700.00 being 10% of the total purchase price, which you ask for in your catalogue of unsold Japanese properties.

I will look to you for the 5% Commission.

Thank you,

Yours truly,

"Gertrude Hoy"

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948 Frances Hoy

Attached to Exhibit 1011-10

KER & KER
Limited
475 Howe Street
Vancouver, B.C.

May 15th 1946.

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

Attention Mr. F. G. Shears
Director

Dear Sirs:-

Re: Southerly 36' of Lots 41,41 & 42,
Blk. 40, D.L. 196, Gp. 1, N.W.D. -
301 Powell Street, Vancouver, B. C.

We wish to submit a firm offer to purchase the above property on behalf of Mr. C. S. Wing on the following basis:-

Price: $6500.00 gross, cash.

For a Clear Title to the above property.

Date of adjustments and sale to be May 31st 1946.

It is understood that the property is being purchased subject to the Ground Floor tenancy, which is rented at $60.00 per month.

In support of the above offer we enclose herewith our cheque made payable to the Custodian in an amount of $650.00, being 10% of the amount offered.

Mr. Wing has requested that we obtain an early reply to his firm proposal to purchase.

We, as you are aware, have been Agents of this property since it was taken over by the Custodian and wish to advise that this is the first concrete offer we have received near the amount which is requested by your Department.

We furthermore wish to inform you that we have had, as we believe your Department is aware, considerable difficulty with the construction of these premises. There is a great deal of settlement in the building and in view of this the Plate Glass Insurance Company saw fit to demand cancellation of their policies. We requested estimates from certain Contractors to counteract this settlement and in view of the extensive amount of work required, after discussion with your Mr. Peters, it was decided that nothing should be done with the property.

We would strongly recommend the acceptance of this offer by your Department, taking into consideration all phases of the property.

Commending the above matter to your immediate attention, we remain,

Yours very truly,
KER & KER LIMITED.
Per. "Allan N. Ker"

ANK.DR
Encl.

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.
July 12, 1948 Frances May

Attached to Exhibit 1011-10

REED, PHIPPS & DAVIES REALTY CO., LTD.

839 West Hastings St.

Vancouver, Canada

March 6th, 1946.

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

Dear Sirs:

Re: Catalogue No. 185
301-311 Powell Street

With further reference to yours of February 28th, 1946 we would advise that we have been in touch with our clients several times and have finally received an amended offer of $6000.

While we realize that this is still below the figure of $7000. mentioned in your letter we might say that our clients have tried to get a definite figure on the renovation of the buildings and have been unable to get anyone who will touch the job other than a cost plus basis.

There is no doubt in our minds that any purchaser of this property is simply buying on account of the land value alone. Then it must be remembered that this is a narrow lot and the site does not offer itself for anything of a pretentious nature. The district too is not commanding high rents. As a retail area it has depreciated and many of the stores in the vicinity are occupied as dwellings.

If the present building were not in such a delapitated condition a better price might be justified. The many prospects we have taken to the property simply turn hands down after looking over the building.

We would commend this revised offer to your esteemed consideration.

Yours very truly,

REED, PHIPPS & DAVIES REALTY CO. LTD.

LRJ:ivp

"L. R. Johnson".

I hereby certify the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948. Frances May.

Attached to Exhibit 1011-10

REED, PHIPPS & DAVIES REALTY CO., LTD.

839 West Hastings St.

Vancouver, Canada

February 20th, 1946.

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B. C.

Dear Sir:

Re: S. 36' of Lots 40, 41 & 42, Block 40
D.L. 196, Gp. 1, N.W.D. Cat. No. 185

We are priveleged to offer you the sum of $5,500.00 cash for the above described property, known also as 301 and 311, Powell Street, Vancouver, and enclose herewith a cheque for $550.00, being a deposit of 10% of the proposed purchase price.

At the moment we are not in a position to disclose the name of the proposed purchaser, but if this offer received your favourable consideration, we will then be instructed to furnish you with the names of the purchasers to whom the property is to be conveyed.

There has been some mention made of the possibility of the tenancy of the ground floor being terminated at the end of this month, and if there is any definite liklihood of the present tenant giving up possession at that time, we should like to be able to advise our clients on this as soon as possible.

It has also been noted that two of the windows in the store have been broken, and we presume that plate glass insurance is carried and that these windows will be repaired.

In submitting this offer we realize that the price is lower than you anticipated receiving. Our clients, however, have made a very careful inspection of the building and have come to the conclusion that the structure is only fit for wrecking. In examining the foundation we find that the sills are practically gone and this is very evident through the condition of the floors in the stores. In the rooms above, the floors are in a disgraceful condition. In fact it is no exaggeration to say that they are like a switch back and where there is plaster on the walls this is in very bad shape.

It is our opinion that the serious criticism made as to the condition of the building is well justified, in fact we think that the building is distinctly dangerous. We also feel that it will be a very difficult matter to interest anyone in the property whatsoever except on the basis of simply selling the land. Under the circumstances we think that the offer submitted by our client is a very fair one indeed.

Thanking you for your usual kind attention, we are,

Yours very truly,
REED, PHIPPS & DAVIES REALTY CO. LTD.
"L. R. Johnson"
L. R. Johnson

LRJ:ivp
Encl.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
July 12, 1948.
L. R. Johnson

Attached to Exhibit No. 1011-10.

KER & KER LIMITED

475 Howe Street,

Vancouver, B.C.

February 1st 1946.

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

Dear Sirs: -

Re: 301 Powell Street.
Your File #5090

We beg to advise you that the present tenant in the above property, Mr. Jacob Kopp, who occupies the first floor of this building at a rental of $60.00 per month, has given us notice that he will be vacating on the 28th of February, 1946. Kindly advise us if it is your wish to re-rent this property.

Yours very truly,

KER & KER LTD.

Per
"B. W. Miller"

Rental Manager.

BWM/MD

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948. . V. Johnson

Attached to Exhibit No. 1011-10.

LOEWEN, HARVEY & MORFITT, LIMITED.

626 West Pender Street,
Vancouver, B.C.

January 5th, 1946.

Department of the Secretary of State,
Office of The Custodian,
Japanese Evacuation Office,
Royal Bank Building,
Granville and Hastings Street,
Vancouver, B.C.

"Cat 185"

Dear Sir:

Re: South 36 feet of Lots 40, 41, 42,
Block 40, District Lot 196, 301/11 Powell

We have received from our client Wong Sin Yee of 113 Pender Street East, a cheque for $250.00 and he has instructed us to make a bid of $5,000.00 cash for the above property.

We have submitted this property to a great many prospective buyers and this is the best bid we have been able to obtain.

We would call your attention to the following facts regarding the property:-

1. The lots are only 36 feet in depth.
2. The foundations are rotten and falling away, causing the Plate Glass Windows on Gore Avenue and Powell Street to crack. We understand the Insurance Company will replace the glass, but will not renew the insurance until the necessary repair work is done.
3. The main floor is giving away.
4. The roof leaks.
5. The basement was flooded due to a defective pump which destroyed the oil burner.
6. No repairs have been done for years, and the building is rapidly deteriorating.
7. The property is of poor frame construction, covered with brick veneer.
8. Prospective buyers in consultation with building Contractor have been advised that it would take Three thousand ($3,000.00) Dollars to repair the property and then you would still have an old building.

It is the opinion of this office that the above offer represents a fair market value of the property and should receive your favourable consideration.

Yours faithfully,

Loewen, Harvey & Morfitt, Limited.

"A. Rout Harvey"

Director.

R.E. Dept/M.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948. V. Johnson

Attached to Exhibit No. 1011-10

LOEWEN & HARVEY, LIMITED.

208-9-10 Royal Trust Building,
626 West Pender Street.
Vancouver, B.C.
August 28th, 1945.

Department of The Secretary of State,
Office of The Custodian,
(Japanese Evacuation Section)
506 Royal Bank Bldg.,
675 West Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: Catalogue 185 - 301-11 Powell Street.

We have a Client interested in the above property. After making an inspection with a Contractor, he estimates it would take $3,000.00 to $4,000.00 to place it in condition.

We would point out that this is an old wooden building with a brick veneer nailed to the outside. The foundations have collapsed, causing two large plate glass windows to break, and the Insurance Company will not renew the insurance until the foundations are repaired. The oil furnace has been ruined by the flooding of the basement.

Your have a letter from your Agents, Ker, Ker Limited reporting on the poor condition of the property.

The writer has been trying to sell this property for the past two years at the price placed on it by your office, but interest disappears at once when the price is mentioned.

We would like to know if an offer of $6,500.00 would receive favourable consideration. At which price our Client would be interested.

Yours faithfully,

Loewen & Harvey, Limited.

"G. D. Milsom"

Real Estate Dept.

M/f.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12/48

D. Johnson

Attached to Exhibit 1011-10

KER & KER
Limited

475 Howe Street
Vancouver, B.C.

August 11th, 1945.

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

Attention Mr. Peters

Dear Sirs:-

Re: 301 Powell Street
S36' of 40-42/40/196
Vancouver, B.C.

We are in receipt of your letter under date of July 30th 1945 wherein you requested that we have two Contractors look over the building and forward us an estimate of the cost of putting same in condition so that the Northern Assurance Company would not cancel off their Plate Glass Insurance due to a structural defect.

The writer endeavoured to secure two Contractors to figure on this work and regrets to inform you that up to August 6th we had only been able to secure a report from Mr. J.G.Moffatt, a copy of which is enclosed herewith. The writer has discussed this matter fully with Mr. Moffatt and he points out that he would not give a quotation on these repairs as the job, in his opinion, is so extensive that it should be done on a cost plus basis, as it is difficult to ascertain what might develop. He states that he believes that the supporting beam is not sufficient to carry the weight of the building.

This is merely an interim report to yourself and we will endeavour to obtain a figure from another Contractor. If we are unsuccessful it might be advisable for the writer and yourself to meet Mr. Moffatt at the premises.

Yours very truly,

KER & KER LTD.

Per. "Alan N. Ker
/R"

ANK.DR
Encl.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948

Mabbott
GH.

Attached to Exhibit 1011-10

COPY

2525 Cornwall St.,
Vancouver, B.C.
August 6th, 1945

Mr. Allen Ker.

Dear Sir:

Re: 301 Powell St.

I saw this place at noon today and I don't know yet what is causing the trouble. There is no signs of dry rot where the tile is shoved off the ship lap, and it may be that the beam above the plate glass is not strong enough to carry the weight, as there is only one post supporting the beam in about 30 ft. Before submitting the price I would like to meet you or some other official at the property as it looks to me as rather an expensive job.

If you care to make an appointment to meet me there at 1.30 tomorrow please phone Bayview 8288.

Yours truly,

J. G. Moffatt.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948. M Abbott

16.

Attached to Exhibit 1011-10

THE NORTHERN ASSURANCE COMPANY LIMITED.

W.G.Gerrard
Branch Manager

of London, England

Head Office For Canada, Montreal

British Columbia Branch Royal Trust Building, 626 Pender Street
Vancouver, B.C.

27th July, 1945.

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

Dear Sirs,- Attention Mr. Peters.

Re: your File #5090 - Policy
#P.G.75014

Referring to your letter of the 25th inst. in regard to the breakage of one of the return plate glass windows at the entrance to the Pool Room at the corner of Gore and Powell Streets, I find upon making an investigation that the wall of this building on the Gore Avenue side has subsided and is in worse condition than when I inspected the building last May. At that time I had Stirling & Company, Contractors, make an inspection and they reported that the breakage of the other plate glass window was due to pressure on the glass caused by subsidence of the building. The tile work under the plates is bulged out by the weight and the plates themselves are also bulged. The primary cause is the rotting of a footing at the base of a pilaster dividing the windows and and the sinking of this pilaster has allowed the full weight of the transoms to rest on the glass. Under the circumstances, it would be unwise to replace the broken glass at the present time, and we regret to advise you that unless the building is immediately properly repaired and strengthened, we will have no alternative but to cancel our policy.

We shall be pleased if you will kindly advise us what action is to be taken in regard to making the necessary repairs.

Yours faithfully,

"W. G. Gerrard"
Branch Manager.

WGG/C
C.C. for Ker & Ker Ltd.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12, 1948 [signature]

Attached to Exhibit 1011-10

KER & KER
Limited

475 Howe Street
Vancouver, B. C.

May 14th, 1945.

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

Attention Mr. Milsom

Dear Sir:-

Re: File 5090/1
Kenjiro KITAMURA
301 Powell Street

With reference to your letter of April 11th we now enclose herewith copy of letter from the Northern Assurance Co. Ltd. and also copy of letter from Stirling & Company, General Contractors.

According to the Contractor's letter, it would appear that, until some repairs are made to this building, they will not undertake the responsibility of the protection of the plate glass in this store.

After your perusal and consideration of this correspondence, the writer would appreciate your instructions in the matter.

Yours very truly,

KER & KER LTD.

Per "J. M. Anderson"

JMA/MD
Encl.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12th, 1948 M. Abbott

16th.

COPY

Attached to Exhibit 1011-10

THE NORTHERN ASSURANCE COMPANY LIMITED

Vancouver, B. C.

9th May, 1945.

Ker & Ker Ltd.,
475 Howe St.,
Vancouver, B.C.

Dear Sir:

Re: Plate Glass Policy #75014, The Secretary of State of Canada acting in his capacity as Custodian (File 5090) Kenjiro Kitamura

In reference to the breakage of one of the plates of glass on the Gore Avenue side of the Building at No. 301 Powell Street, we would advise that after inspecting the glass it seemed to us that the breakage was due to pressure on the glass caused by subsidence of the wall of the building, and consequently, we considered it would be inadvisable to replace the glass until the building was put in proper condition. Under the circumstances, we had an inspection of the property made by Stirling & Company, and we enclose herewith their report which confirms our own suspicions. As we understand this property is under the jurisdiction of the Custodian, we would suggest that you take the matter up with him with a view to having the necessary repairs carried out; otherwise, we will be unable to continue to carry the insurance on the plate glass in the building. We shall be pleased to hear from you after you have taken the matter up with the Custodian.

Yours faithfully,

"W. G. Gerrard."

Branch Manager.

WGG/C
Enc.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12th, 1948 mabbott

COPY

STIRLING and COMPANY
General Contractors

626 West Pender St., Vancouver,B.C.,

1st May,1945.

Northern Assurance Co., Ltd.,
626 West Pender Street,
Vancouver, B.C.

Re: 301 Powell St.,
Vancouver,B.C.

Attention Mr. Gerrard.

Dear Sir:

We have inspected the plate glass on the Gore Avenue side of the above property.

We have found that the breakage of one of the plates is due to pressure on the glass caused by subsidence of the building. The tile work under the plates is bulged out by the weight and the plates themselves are also bulged. The primary cause is, of course, the rotting of a footing at the base of a pilaster dividing the windows. The sinking of this pilaster has allowed the full weight of the transoms to rest on the glass.

We would advise that no glass be installed in these windows until the building is property repaired and strengthened. Otherwise the breakages will continue.

Yours very truly,

STIRLING & COMPANY

DCS:d. Per: "Douglas C. Stirling"

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 12th, 1948. M Abbott

fdh.

Attached to Exhibit 1011-10

KER & KER
Limited

475 Howe Street
Vancouver, B. C.

March 3rd, 1944.

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

Attention Mr. F.G. Shears!

Dear Sir:- Re: 301 Powell Street - Catalogue #185

We enclose herewith a tender from the Vancouver Holdings Limited, 402 West Pender Street, which is contained in their sealed envelope, on the above property.

Will you kindly advise the Vancouver Holdings Limited direct if their tender is accepted by The Custodian, and also advise this office, as agents for the property.

If the tender is accepted, we will of course pay the Vancouver Holdings Limited the usual commission.

It is our understanding from them that they did not mention the Purchasers name in the tender. For your information the Purchasers are John and Ada Con.

Commending this matter to your immediate attention, we remain,

Very truly yours,

KER & KER LIMITED

Per. "Alan N. Ker"

ANK:ER
Enc.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 13, 1948

Marshall
f/d.

Attached to Exhibit 1011-10

VANCOUVER HOLDINGS LTD.
INSURANCE

402 Pender Street West
Vancouver, Canada

March 3, 1944.

Custodian of Enemy Property,
c/o Ker & Ker Ltd.,
475 Howe St.,
Vancouver, B.C.

Dear Sirs: RE: South 36 feet, Lots 40, 41 and 42,
Block 40, D.L.196 - 301 Powell Street,
Catalogue No. 185

On behalf of a client of this office we beg to submit a bid of $3000.00 for the above property. We have examined the property carefully and do not feel that a higher price could be offered.

While the building appears to be brick faced, actually only one small section on the eastern end is finished in brick, the remainder being merely a Durbod imitation brick over a frame exterior. The upstairs portion of the building is badly in need of repairs and does not even contain a bath, and the rear wall will have to be practically rebuilt, while electric wiring has never been extended to the upstairs portion of the east section at all. Our clients feel that they would have to be prepared practically to rebuild the upstairs portion to make it habitable, and estimate the cost at between $2500.00 and $3000.00.

Unfortunately it is impossible to examine the basement to ascertain its condition, as it is completely flooded with water to within 18 inches of the ceiling, this will mean that the furnace and any piping below the level of the water will be absolutely ruined and will have to be replaced, and of course there is no way of ascertaining what further damage may have been done by flooding, which we understand has been there for almost 2 years. It might be found that the basement was in a seriously weakened condition. In order to replace the furnace and piping and do whatever repairs are necessary it will cost at least $1500.00, so that the total outlay on the building could easily amount to $7000.00 or $7500.00.

We are enclosing our cheque for $300.00 being 10% of the above bid and should you accept this offer our clients will pay the balance of $2700.00 immediately you advise us the transfer can be completed.

Yours truly,

VANCOUVER HOLDINGS LIMITED.

"G.Keatley"
Insurance Manager.

GK:MR
Encl.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 13, 1948 M Abbott

16.

Attached to Exhibit 1011-10

BUILDING DEPARTMENT
Including Plumbing

CITY OF VANCOUVER

Andrew Haggart
Building Inspector

VANCOUVER, B. C.

3rd.April, 1943.

To The Custodian of Enemy Property,
675 West Hastings Street,
City

Re 301 Powell Street,
So 36' 40-41-42/Blk.40/
D.L.196.

As a result of a report by an Assistant Building Inspector, I am of the opinion that the lives of citizens are endangered by reason of the defective condition of the rear stairs to upper floor.

Notice is therefore given you that under Section 20 of the Building By-law you are required to make such repairs as will abate the danger on or before the 3rd. day of May, 1943.

Dated this 3rd. day of April, 1943.

"A. Haggart"
BUILDING INSPECTOR

AH/KM

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 13, 1948 Mabbott

Lth.

November 13th,1942 1011 - 11

EXHIBIT No 5th May 1948

DATE

FILLED BY "J.".G.Hunter"

File Number 5090

Registration Number 00583

KITAMURA, Kenjiro.

1096 West 10th Avenue, Vancouver,B.C.

LOCATION AND NATURE OF PROPERTY:

NO. 2 on J.P. Form:
1096 West 10th Avenue, Vancouver,B.C.
Lot One (1), Block 375, District Lot 526,
Group 1, New Westminster District.

OWNERSHIP: KITAMURA,Kenjiro.

BUILDING: This is a large granite-stone dwelling situated on the south-west corner of 10th Avenue and Spruce Street. There is a granite wall running round the property; concrete walk to front verandah which is a portion of the dwelling and all built of granite. The front door opens into a vestibule with tile floor; vestibule opens into large hall which is panelled in fir ply to the ceiling. On the right hand side of the front hall there are plate glass french doors to living-room which is approximately 21 x 14 feet wide. This room is panelled to the ceiling in the same fir ply finish as the hall. There is a granite-stone fireplace at the end of the living-room. At the end of the living-room is a small den which opens into sunroom or conservatory. There is a door from the conservatory which opens into the den. There is also another door from the front hall which connects with the den. (The sunroom and den are being utilized as bedrooms by the tenant). The front hall opens into rear hall off which there is a large kitchen, the wall and ceiling of which are completely tiled in white tile. At the rear of the kitchen there is a large nook. In front of the kitchen there is a pass pantry which leads to the dining-room which is approximately 18 x 14. This dining-room is also to the left of the front hall which is connected to same with double plate glass french doors the dining-room is panelled with fir ply. There is a large oak open stairway to three very large bedrooms and sleeping porch. Bathroom with tile walls and ceiling. (at the present time one of the bedrooms on the second floor is being utilized as a living-room as the area has been rented to another individual by the tenant) There is a small attic to which we could not gain access. Full concrete basement with granite walls which contains laundry room with tubs, billiard room, hot water heating plant with sawdust burner, sawdust storage space and general storage room. At the rear of the property there is a large granite double garage. There is very little plaster throughout the house. It is an unusual type of dwelling but very well and expensively built.

The exterior of the dwelling is, without question, good as it is solid stone or granite; the interior is fair, There would be very little decoration to do at any time on these premises due to the fact that all of the walls are panelled.

LAND: The size of the Lot is 50 x 125

TAXES: No arrears.
1942 nett taxes paid $317.73.

ASSESSMENT:	Assessment of Land	$2,030.00
	Assessment of Building	$8,650.00
	Total Assessed Value	$10,680.00

INSURANCE: Regarding Insurance, the only information which we have to offer at the present time is the information contained in the J. P. Form of the Office of the Custodian. There is apparently one Fire Insurance Policy on the property, namely, Prudential Insurance Company Policy #264587, expiring January 5th, 1944 in the amount of $3,000. This seems extremely low in view of the assessment on the dwelling which is $8,650.00, but as the premises are granite there is very little likelihood of same being entirely demolished or destroyed. Nevertheless we feel that this could be increased by $2000 in view of the exceptionally low rate which this property would take. We will write the Agent for a certified copy of this Policy and ask him to endorse same with the usual endorsement required by your Department and forward it to Mr. Gibson of your Insurance Department.

There is no notification on the J.P. Form of any Insurance Policy covering the furniture which is owned by Mr. Kitamura and which has been left in the dwelling for the use of the tenant. According to the Inventory which is attached to the original Lease there is approximately $3000 worth of furniture in the dwelling being utilized by the tenant. We think it would be advisable to issue an insurance Policy to protect this furniture and we would be pleased to have your instructions in connection with any of the insurance on the above property.

FINANCIAL POSITION: We note from the Office of the Custodian J.P. Form that the Certificate of Title to this Property is in a Safety Deposit Box in the Bank of Montreal, and as the 1942 taxes have been paid and the property is rented at a rental of $50.00 per month, we consider the financial position of this property to be good. There is sufficient revenue to take care of taxes and all carrying charges and leave a surplus for the owner.

FURNITURE: We understand from your Department that a complete Inventory has been made of all furniture situated in this dwelling. The tenant pointed out to us that the Japanese Evacuee, Mr. Kitamura has sealed one cupboard with articles in it. Out of this cupboard there is a stairway to the attic, where she stated he had stored additional articles. We do not know whether your Inventory covers these articles or not.

It was apparent to the writer that Mr. Kitamura's possessions had been scattered throughout the house along with the tenants and are being utilized as a whole, which of course is in accordance with the terms of the original Lease covering this property.

REMARKS: When we went to inspect this property the present tenant, namely, Mrs. Harriett A. Johnson, refused us admission to the property. She had been instructed by Mr. Kitamura not to allow anybody to view the premises. She also informed us that there had been two other people there who stated they had been sent by the Office of the Custodian to view these premises with a view to purchasing same. We advised her that this was a mistake as to our knowledge the dwelling was not for sale. After a considerable amount of discussion as to whether she would allow us to view the premises, we suggested that she telephone Mr. G.D.Milsom of your Administration Department for instructions, which she did, and subsequently allowed us to make an examination.

The letter of authority on the J.P. Form instructing us to Report

on this property stated that Lillie Gillis was the tenant in the property and that she had leased same from Mr. Kitamura. Mr. Johnson informed us that Miss Gillis had no longer anything to do with the property, that she had taken over same from her on the 18th of April 1942. We asked Mrs. Johnson if she had a lease on the premises and she said she had. Therefore, prior to leaving the premises we requested that she give us the lease which she did, so that we could make a copy of same for our own file and your records. The lease which Mrs. Johnson tendered us was apparently the original lease between Mr. Kenjiro Kitamura and Lillie Gillis with an Assignment drawn on the back of the Inventory under date of April 18th, 1942, said Assignment being agreed to by Mr. Kitamura. This Assignment was not witnessed and therefore we do not think that it can be legal.

While we were on the premises Mrs. Johnson informed us that Mr. Kitamura had taken out the Chesterfield Suite, also the Frigidaire and in doing so she felt that he had broken the lease, also that she is quite satisfied with the premises and wishes to continue renting them at the agreed figure.

RECOMMENDATIONS: We would recommend that Mrs. Johnson be allowed to continue to occupy the above property as tenant, but in view of the alterations and changes in the lease it might be advisable to draw a new document covering the tenancy between the present tenant and the owner, or the present tenant and the Office of the Custodian. This, of course, is a matter for your decision.

May we suggest that we be instructed to act as Agents on your behalf in the collection of rent and the management of this property, along with the property at 301 Powell Street, the rent for which we are already collecting.

THE RENTAL VALUE: In our opinion a fair rental for this property is $50.00 per month.

THE SALE VALUE: In our opinion the sale value of this property would be $6,000 gross.

This property was inspected by Mr. J. M. Anderson, Rental Manager, and the writer, on November 11th, 1942.

KER & KER LTD.

Per. "Alan N. Ker"

P.S. We enclose herewith a copy of the Assignment of the Lease between Lillie Gillis, Kenjiro Kitamura and Mrs. Harriett A. Johnson, which was drawn on the back of the Inventory attached to the Lease. It is our understanding that you already have a copy of this Lease.

"A.N.K."

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 13, 1948 m abbott

6/6.

EXHIBIT No 1011-12
DATE 5 May 1948
FILLED BY "J.W.G.Hunter"

JOHN McKINNON

947 Granville Street
Vancouver, B.C.

May 1st, 1945.

Mr. G.B. Spain,
Protection Department,
Dept. of the Sec. of State
Office of Custodian,
506 Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B.C.

Dear Sir:

Referring to your letter of the 25th, file #5090. Would state that we inspected the table as per your request in the home of Mrs. Morrison, 1096 West 10th Avenue, Vancouver and find this to be one of the Brunswick-Balke-Collender Company tables, 4½ x 9 in size.

This table has had considerable wear and has been in play for a considerable number of years, nevertheless, it is in very fair condition with the exception that before it could be called a perfect table for play it would need to be fitted with new rubber cushions, new cloth and the pockets properly fixed. The other equipment consisting of a cue and ball rack, triangle and balls are in fair condition but the balls are of various sizes and are not what is known as a full set.

As to its valuation we would consider that in its present condition it is not worth any more than $35.00 complete, however, you may take into consideration the cost of installing it in that home and this would mean probably an extra charge of $15.00.

Respectfully yours,

"J. Greaves"per
JOHN McKINNON.

JMcK.
HE.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 13,1948 M Abbott

November 13th 1942.

File Number 5090

Registration Number 00583

KITAMURA, Kenjiro.

301 Powell Street, Vancouver, B.C.

EXHIBIT No. 1011-13
DATE 12 Sept 1949
FILED BY D. J. Bradwood.

LOCATION AND NATURE OF PROPERTY:

301 Powell Street, Vancouver, B.C.
Southerly 36 ft. of Lots 40, 41 and 42,
Block 40, D.L.196, Group 1, New Westminster
District.

OWNERSHIP: KITAMURA, Kenjiro

BUILDING: This is a modern type of Building located on the North East corner of Powell Street and Gore Avenue. It appears to be brick veneer and the larger portion of the building faces Powell Street. It covers approximately all of the area of the above lots. It apparently has been occupied by the owner and utilized as a Drug Store. It is our understanding that it was the outstanding Japanese Drug Store in the Japanese Section of the City.

The Drug Store covered the whole ground floor of the building. There is a stairway which leads to a small mezzanine floor running round the east and north sections of the store. There is a stairway from this mezzanine floor which leads up to a small section of the building; this section contains two large rooms. The second storey of the building can be entered by a stairway at the west end of these two rooms, or it can be entered by an outside stairway at the rear of the building.

The second storey of the building contains five bedrooms, dining-room, kitchen and pantry, wash basin and toilet. Then as previously stated there is a small stairway which leads to another section where there are another two rooms.

The interior and exterior of the building are in good condition. It is one of the better buildings in the Japanese section of the City.

LAND: The size of the Lot is as follows:
Frontage on Gore Avenue 36.26 ft.; on Powell Street 68.42;
Width 36'.

TAXES: No arrears.
1942 nett taxes paid $519.57.

ASSESSMENT:

Assessment of Land	$ 7400.00
Assessment of Building	$ 5800.00
Total Assessed Value	$13200.00

INSURANCE: Regarding Insurance, the only information which we have to offer at the present time is the information contained in the J.P. Form of the Office of the Custodian. There is apparantly one Fire Insurance Policy on the property, namely, Union Assurance Company Policy #4032609, expiring April 25th 1945, in the sum of $10,000 divided as follows:

Building	$5000.00
Furniture & Fixtures	1500.00
Stock	3500.00
	$10,000.00

We would recommend that this coverage on Stock be transferred to the building at once. We will write the Agent for a certified copy of this Policy together with the usual Endorsement required by your Department and forward same to Mr. Gibson, Manager of the Insurance Department. We would request your kind instructions as to whether you desire us to transfer the coverage on the Stock to the Building prior to taking this action.

There is also a Plate Glass Continental Casualty Insurance Company Policy #514073, expiring June 23rd 1944. We will write the Agent for this Policy and request a certified copy of same and the usual Endorsement.

FINANCIAL POSITION:

We note from the Office of the Custodian J.P. Form that the Certificate of Title for the above property is in a Safety Deposit Box in the Bank of Montreal, and as the suite on the second floor of the building is rented at a rental of $35.00 per month, which brings in $420.00 per year there is not a great difference between the total carrying charges of the building and the revenue at the present time; we presume the owner of the property will be able to make up the difference. You will note that the 1942 taxes have been paid. There is also the possibility that we will be able to procure a tenant for the ground floor area.

FURNITURE:

We understand from your Department that a complete inventory has been made of the furniture such as show cases,etc. contained in the store section of the building and that there will be no necessity for usto draw up an inventory in this connection.

We also understand from your Department, in letter dated October 30th 1942 from your Mr. G.D.Milsom, that a complete inventory of all articles rented with the Second Floor Suite to Mr. and Mrs. Jue, Chinese tenants, has been drawn up and signed by both parties.

In the same letter we note that the Japanese Owner has stored a large amount of goods in room 9. We could not locate any room 9 at 301 Powell. As far as we can ascertain the ground floor is a Drug Store with a mezzanine floor, containing show cases, etc. The Second Floor and the section which extends to the Third Floor is occupied by the Chinese tenant, who has the use of articles contained therein according to him. Therefore we do not understand the second paragraph of your letter under date of October 30th 1942

It is understood that we are not to draw up or check any Inventory in connection with the above premises and therefore cannot take any responsibility in connection with same.

REMARKS:

At the present time we are collecting the rent from the Chinese tenant occupying the suite on the Second Floor of the building and remitting same to your Department in the usual manner. We will now endeavour to procure a satisfactory tenant for the ground floor if you so desire. It would be our intention to contact one of the Drug Companies in this regard, say, Cunningham Drug Stores Limited. This is not the usual class of Japanese property and therefore a higher class tenant would have to be obtained who would take the proper care of the property.

RECOMMENDATIONS:

We would recommend that a tenant be obtained as early as possible for the ground floor space. There are many valuable show cases, etc. contained therein and if a tenant could be procured at a nominal rental who would oucupy these premises, say, for the duration of the War, and agree to take excellent care of them, we think this would be a more satisfactory course to take to protect the building and the Japanese Evacuee's property.

THE RENTAL VALUE: In our opinion the Rental Value of the suite on the Second Floor is reasonable at $35.00 per month.

As previously stated in our Recommendations, we would suggest that if a good reliable Drug Company would agree to occupy these premises at a rental of $35.00 to $50.00 per month, that it be accepted at once.

THE SALE VALUE: In our opinion the approximate value of this property on today's market would be not more than $10,000 gross. The value of property in this section is particularly hard to determine.

This property was inspected on November 11th 1942 by Mr. J. M. Anderson, Rental Manager, and the writer.

KER & KER LTD.

Per.
"Alan N. Ker"

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

July 13, 1948

M. Abbott
A.N.K.