

1765

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE No. 1765

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: YATABE, Masao Robert

HOME ADDRESS: 2818 Yew St., Vancouver, B.C.

REGISTRATION NUMBER 00249

SEX: Male AGE: 27

OCCUPATION: Gardener

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Self

MARRIED? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: Lot One, Block Four hundred and Four, District Lot Five hundred and twenty-six, Group one, New Westminster District, Plan number twenty-three hundred. 2818 Yew St., Vancouver, B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 7 room frame dwelling, one greenhouse

3. INSURANCE (Give particulars; state where policies are) Policy No. 6251394 - \$1000.00
New England Fire Insurance Co., Reed, Phipps & Davies agents, Vancouver, B.C.
Expires, July 24th 1944.

4. TAXES (Amount and where payable) Taxes \$55.00 paid to Dec. 31st. 1941 to City of Vancouver, B.C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)
\$806.21 owing to City of Vancouver, monthly payment of \$20.00 paid to date, under agreement for sale (see page 3 - remarks)

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Title in name of City of Vancouver, B.C.
Purchased by declarant and brother (Eiji) under agreement for sale
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Brother (Eiji) has half interest
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Property listed on Sheet One, 2818 Yew St., Vancouver
2. LANDLORD'S NAME AND ADDRESS: Self and Brother (Eiji)
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: None
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None8. BANK ACCOUNTS: None9. LIFE INSURANCE: \$500.00 with Prudential Life Insurance Co., Vancouver, B.C.
Beneficiary mother (Tsune) - Annual premium approximately \$18.00 paid
to date. Policy number unknown and in hands of Insurance Co., at present.
1019210. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None2. TRADE DEBTS: None

REMARKS: Regarding the purchase of his property at 2818 X~~ay~~ St., Vancouver, B.C.
Declarant is being evacuated voluntarily and proposes to work on the
farm of Premier Hepburn of Ontario. He hopes to be in a position, if
possible to keep up his payment under agreement for sale to the City of
Vancouver, B.C. He is willing to lease the building or sell same, thereby
meeting his obligation.

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

Dated this 7th day of April 1942.

(Signature)

M. R. Gatake

Witness

FOR DEPARTMENTAL USE

PD 2/12/42
INFORMATION FROM R.C.M.P.

Date 9/4/42

Our File No. 1765

Full Name * YATABE, Masao Robert
(Surname in Block Letters)

Registration No. 00249

Male - Female
(check)

Age 1915

Former Address 2818 Yew Street, Vancouver, B. C.

Date Evacuated 12 - 4 - 42 Naturalized - Canadian-Born - National
(check)

Present Address 156 Augusta Avenue, Toronto, Ontario (27/3/45)

Married - Single
(check)

Name of Wife _____

Name of Husband _____

Name of Mother YANAGIZAWA, Tsune #08275 Name of Father YANAGIZAWA, Gensaku (deceased)

Names of Children under 16 _____

Requested by AM

Registered with Custodian Yes
(Yes or No)

Additional Information Gardener

* Adopted name of Yatebe by means of Deed Poll in 1937.

REAL PROPERTY SUMMARY

Catalogue No. 296

October

Masao Robert YATABE (Mr.)
Eiji YATABE (Mr.)

Reg. No. 00249
Reg. No. 07250

File No. 1765
File No. 7749

Civic Address: 2818 Yew Street, Vancouver, British Columbia.

Legal Description: Lot 1, Blk. 404, D.L. 526, N.W.D., Plan 2300.

Classification: Dwelling (7 rooms)

(SOLD)

Registered in the name of: City of Vancouver.

State of Title : Encumbered.
-24810 M. 12/8/41. 10. William Bowyer. Right to Purchase for \$1200.00 Int. 6%, from City of Vancouver.
-25224 M. 3/9/41. 12.20. Masao Robert Yatabe, and Eiji Yatabe, Assignment of 24810M.
-Balance of principal and interest in the amount of \$774.36 paid to City of Vancouver on October 12, 1944.

Sold to : James Eccleston, 2818 Yew Street, Vancouver, B.C.

For : \$1500.00 cash

As at : August 14, 1944.

Title is held in Vancouver Land Registry Office - registered Mortgage, 48800 M.

Funds from above sale released to open credit of Joint Account of Masao Robert Yatabe and Eiji Yatabe, October 12th, 1944. (Net amount \$670.44)

Fire Insurance : Pearl Underwriters Agency Po. #149137 for \$1000.00 on above property transferred to James Eccleston on October 27th, 1944.

Administration:

This property, consisting of a two-storey, 7-room frame house, was reported on by Macaulay Nicholls & Maitland as being in very poor condition indeed. The Yatabes, through the above agents, leased these premises for two years from October 27, 1942, to a Mr. J. Eccleston at \$15.00 per month. The low rental was due to the very dilapidated state of the property and one of the conditions of the Lease was that the Lessee, having inspected the building, was aware of its poor condition and agreed to make all necessary repairs, alterations and decorations at his own expense. This was done and no charges for repairs were incurred by us during the rental period. From November 1942 to August 1944, rents were paid regularly through the agents and the property was sold to the tenants for \$1500.00 which was \$100.00 in excess of the valuation of \$1400.00.

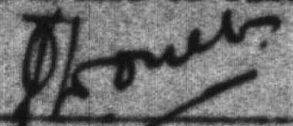
Real Property Summary - cont'd.

Administration - continued

Under an Agreement for Sale there was the sum of \$774.36 owing to the City of Vancouver by the Yatabes and this amount was repaid on October 10th, 1944, prior to final adjustments being made.

The sale was effected through the afore-mentioned agents and the above resume' covers the essential points of the administration of this property, which it will be seen presented no difficulties.

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



P. Douet

PD/ER
December 13th, 1945.

PERSONAL PROPERTY SUMMARY

File No. 1765

October 9th, 1945

Re: Masao Robert YATABE (MR.)
Registration No. 00249.

Chattels: The above Evacuee did not declare any chattels at 2818 Yew Street, Vancouver, B. C. However, on a memorandum dated February 8, 1943 it is revealed that some effects of Mrs. Sumiko Iwamoto were left in a padlocked room in the above premises but on March 5th, 1943, these goods were removed to storage at 992 Powell Street, Vancouver.

Life Insurance:

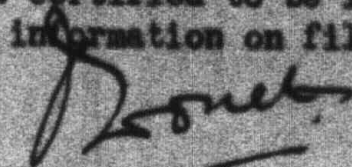
The above Japanese person declared a \$500.00 Prudential Life insurance policy, beneficiary being his mother, Tsune. However, this file does not reveal that the Custodian had this policy in this office, therefore it is presumed that all premiums have been paid by the Evacuee direct.

Specified Articles:

No Specified Articles were declared or indicated on this file.

NO OTHER PERSONAL PROPERTY OF THE ABOVE JAPANESE PERSON IS REVEALED ON THIS FILE.

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


P. Douthett

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 28 1942

435 Howe St.,
Vancouver, B.C.,
April 27, 1942.

Attention Mr. C.L. Drewry

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

1765

Dear Sirs:-

re YATABE, Masao Robert.

1. Legal Description: Lot 1, Block 404, D.L. 526, having a frontage of 50' on 12th Avenue by a depth of 125' to a 20' lane, being 2818 Yew Street, on the S.E. corner of 12th and Yew.

2. The property was sold by the City of Vancouver to William Bowyer under an agreement to purchase for \$1200.00, \$300.00 cash and the balance at \$20.00 per month, interest 6%. This agreement was assigned by Bowyer to Yatabe. We are advised that payments are up to date, and taxes paid for 1941. The assignment was made to Masao Robert YATABE and Ei-ji YATABE, his brother.

3. The building consists of a 2-storey and basement frame house in very poor condition indeed, and also in a particularly dirty state inside and out, the whole containing 7 rooms.

City Assessment: Building \$850.00
Land 790.00

4. The property is occupied by the family of the owner. The contents of the building are of practically no value except for a sewing-machine and washer, though there is a lot of stuff in the house.

5. The property is said to be insured for \$1000.00 in the New England Fire Insurance Company, expiring 24th July, 1944.
-6251394

6. Taxes are paid to the end of 1941, and balance of amount due to City of Vancouver said to be \$806.21.

7. The house is in an unrentable condition; quite a lot of money would have to be spent on it to make it usable. On their evacuation, this would have to be considered. We consider the house is on the borderline of condemnation.

X We would draw your attention to the fact that a room in the basement was padlocked, and that there are two high aerial masts, one on each side of the house.

We have notified the occupants to report to us when they get definite instructions as to the date on which they have to move.

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

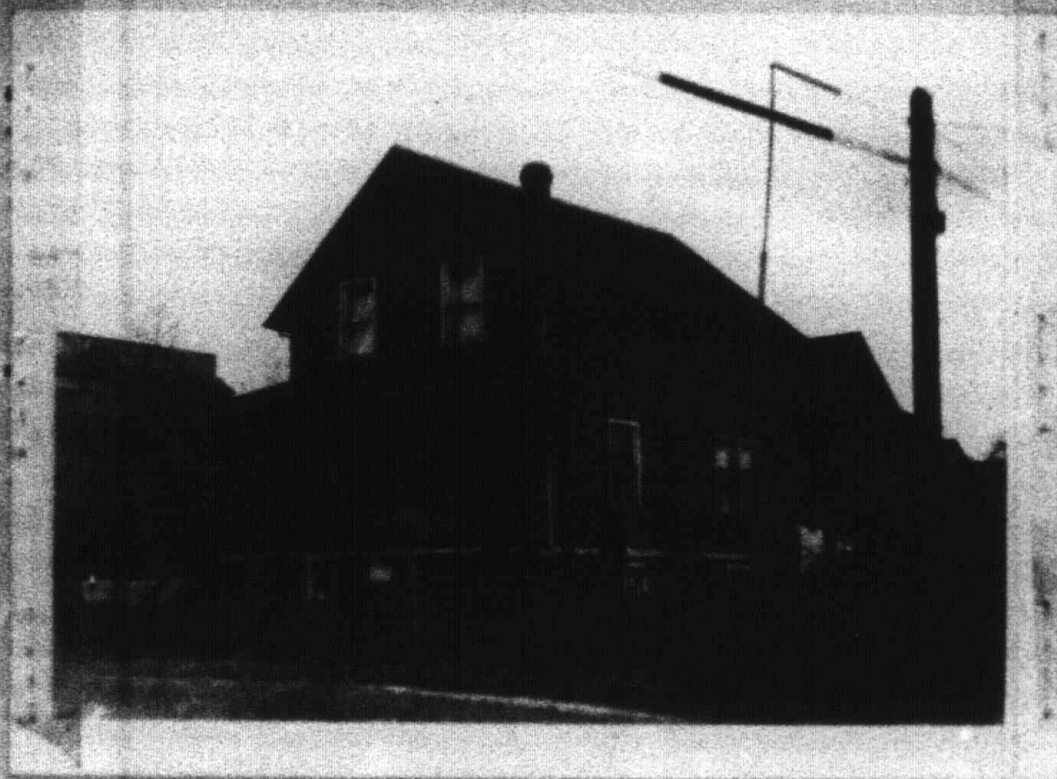
Per

[Signature]

JPN:MC

Property is occupied by owner's family.

YATABE, E131
YATABE, Masao Robert
2818 Yew St., Vancouver, B. C.
Evac. File 7749
1765



Picture Taken April 29, 1943

This Indenture

Made in duplicate the First day of August in the
year of our Lord one thousand nine hundred and forty-one

Between

William Bowyer of 2033 West Second Avenue, in the City of
Vancouver, Province of British Columbia, Retired.

Insert Full
Name, Address
and Occupation
of Parties.

hereinafter called the "ASSIGNOR"
OF THE FIRST PART

AND

Masao Robert Yatabe and Eiji Yatabe, both of 2818 Yew
Street in the City of Vancouver, Province of British
Columbia, Gardeners.

hereinafter called the "ASSIGNEE"
OF THE SECOND PART

Whereas by Agreement for Sale dated the 1st day of August
one thousand nine hundred and forty-one and made between
The Corporation of the City of Vancouver, B.C. as vendor
of the first part, and William Bowyer of Vancouver, B.C.
as purchaser of the second part, the said vendor did agree to sell and convey in fee
unto the said purchaser, who thereby agreed to purchase from the said vendor the
lands therein and hereinafter particularly described, for the sum of
Twelve hundred (\$1200.00) Dollars
subject to the conditions and covenants in said Agreement for Sale contained:

AND WHEREAS, the Assignor has agreed to grant and assign the said Agreement
for Sale and all interest therein, and in the said lands unto the Assignee;

AND WHEREAS, the Assignee has agreed to assume the payment of the moneys
(being for principal, the sum of Nine hundred (\$900.00)
Dollars)

due and to become due under said Agreement for Sale.

NOW THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and of the sum of **Four hundred (\$400.00)** Dollars, of lawful money of Canada, now paid by the Assignee to the Assignor (the receipt whereof is hereby by him acknowledged) he the Assignor Doth hereby GRANT, ASSIGN, TRANSFER and SET OVER unto the Assignee the said Agreement for Sale and all the rights, title, and interest of him the said Assignor thereunder and therein;

AND THIS INDENTURE further witnesseth that, for the consideration aforesaid, he the Assignor HATH GRANTED, RELEASED, and QUITTED CLAIM, and by these presents, DOTH GRANT, RELEASE, and QUIT CLAIM, unto the Assignee FOREVER,

ALL and SINGULAR that certain parcel or tract of land and premises situate, lying and being

in the City of Vancouver, in the Province of British Columbia, and known and described as Lot One (1), Block Four hundred and four (404), District Lot Five hundred and twenty-six (526), Group One (1), New Westminster District, according to registered map or plan thereof deposited in the Land Registry Office at the City of Vancouver, in the Province of British Columbia and numbered 2300

Together with the appurtenances thereunto belonging or appertaining, and all the ESTATE, RIGHT, TITLE, INTEREST, CLAIM and DEMAND whatsoever, both at law and in equity or otherwise howsoever, and whether in possession or expectancy of him the Assignor, therein and thereto TO HAVE and TO HOLD the aforesaid lands and premises with ALL and SINGULAR the appurtenances thereto belonging or appertaining UNTO AND TO THE USE of the Assignee his heirs and assigns forever, SUBJECT, nevertheless, to the reservations, limitations, provisos and conditions expressed in the original Grant thereof from the Crown, AND SUBJECT also to the terms of the said Agreement for Sale and the Covenants and Conditions therein contained.

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the Agreement for Sale ONLY the said sum of Nine Hundred (\$900.00)-----Dollars, payable as follows: The sum of Twenty dollars (\$20.00) on the First day of September 1941, and Twenty dollars (\$20.00) on the first day of each and every month thereafter until the full purchase price is fully paid and satisfied together with interest at the rate of Six percent (6%) per annum payable with and included in the above-mentioned monthly payments of Twenty dollars (\$20.00) The above payments of Twenty dollars (\$20.00) to be applied in settlement of interest firstly and secondly in the reduction of the principal sum owing from time to time.

~~together with interest thereon at the rate of six percent per annum from the date of the assignment~~
~~eighty~~
~~eighty~~

~~percentum per annum from the date of the assignment~~
~~one thousand nine hundred~~

AND the Assignee hereby COVENANTS and AGREES with the Assignor that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under said Agreement for Sale and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep, and perform all the terms, covenants and conditions in the said Agreement for Sale contained and by the Assignor therein agreed to be observed, kept and performed.

AND the Assignor hereby COVENANTS with the Assignee that he has done no act to incumber the said lands, and has done no act, and has been guilty of no omission or laches whereby the said Agreement for Sale has become, in part or entirety, in any-wise impaired or invalid.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Assignment shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular and the masculine pronoun are used herein, the same

THE ATTACHED ASSIGNMENT OF AGREEMENT FOR SALE IS A TRUE COPY OF THE ONE BETWEEN WILLIAM BOWYER AND MASAO ROBERT YATABE AND EIJI YATABE DTAED AUGUST 1st, 1941.

Signature

Notary Public and for the Province of British Columbia

JUNE 11, 1943.

City or Town Vancouver, B.C.

as to all signatures.

"Eiji Yatabe"

Acknowledgment of Officer of a Corporation

I Hereby Certify that, on the _____ day of _____, 194____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on _____, who is) personally known to me, of _____, and that he is the person _____ of the said _____ and affixed the seal of the _____

oath of _____ appeared before me and acknowledged to me that he is the _____ who subscribed his name to the annexed instrument as _____ to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

DAVIDSON & COMPANY LIMITED
808 West Pender St.,
VANCOUVER, B.C.

The Goods & Trust Co. Limited, Law Firms and Solicitors
VANCOUVER, B.C.

**Assignment
OF AGREEMENT FOR SALE
(BY PURCHASER)**

Elji Yatabe

and

Masao Robert Yatabe

—TO—

William Bowyer

Reg. No. 25224 Copy
Sept. 3/41
1941
August 1st,

#25224

FOR MAKER (INCLUDING MARRIED WOMEN)

I Hereby Certify that, on the _____ day of _____, 194____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on _____, who is) personally known to me, appeared _____ the person mentioned in the annexed instrument as _____ subscribed thereto as part _____, that _____ know _____ of the full age of twenty-one years. _____ executed the same voluntarily, and _____ contents thereof, and that _____ IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, _____ in the Province of _____ at _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and forty _____

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

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

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

I, John E. Patterson
of Vancouver
make oath and say:

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

Sworn before me at Vancouver
in the Province of British Columbia, this 2nd
day of August 1941
"Walter Edmonds"

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

"John E. Patterson"

This Indenture

^{triplicate}
made in duplicate the 27th day of October, in the year of our Lord one thousand nine hundred and forty-two.

In Pursuance of the "Short Form of Leases Act"

Between

MASAO ROBERT YATABE and ELJI YATABE,
s/o Office of the Custodian, in the City
of Vancouver, in the Province of British
Columbia,

hereinafter called the "Lessor" of the FIRST PART; and

JAMES BOULESTON, of 1039 Nicola Street,
in the City of Vancouver aforesaid,

hereinafter called the "Lessee" of the SECOND PART;

WITNESSETH, that in consideration of the rents, covenants and conditions hereinafter respectively reserved and contained, the Lessor doth demise and lease unto the Lessee ALL AND SINGULAR that certain parcel or tract of land and premises situate lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lot One (1), Block Four Hundred and Four (404), District Lot Five Hundred and Twenty-six (526), together with the building erected thereon, being known as No. 2515 Yew Street.

From the **First (1st)** day of **November**,
one thousand nine hundred and **forty-two**,

for the term of **Two (2) Years** next ensuing

YIELDING AND PAYING therefor to the Lessor

the clear rental or sum of **THREE HUNDRED AND SIXTY (\$360.00)** dollars of lawful
money of Canada, payable on the following days and times, that is to say: **In advance**

**without deduction on the First day of each and every month in
twenty-four consecutive instalments of FIFTEEN DOLLARS (\$15.00) each.**

**AND the Lessee COVENANTS with the Lessor to pay rent, and to pay ~~water~~ electric light, gas
and telephone charges; and to repair (reasonable wear and tear, and damage by fire and tempest
excepted).**

**AND that the Lessor may enter and view state of repair; AND that the 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 the Lessee, having inspected the building and knowing the state
of repair, hereby agrees to make all repairs and alterations,
including decorating, at his own expense.**

**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 Lessee or if the 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 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 granted be burned down, or damaged by fire, so as to render
the same unfit for the purpose of the Lessee and then 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 at the option of the Lessor have been rebuilt or made fit for the purpose of the
Lessee**

AND ALSO that if the Lessee shall hold over and the Lessor shall accept rent after the expiration of the said term, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month;

AND ALSO that any additional covenants, conditions or agreements set forth in writing and attached hereto whether at the commencement of the said term or at any subsequent time and signed or initialed by the parties hereto shall be read and construed together with and as part of this lease, provided always that when the same shall be at variance with any printed clause in this lease, such additional covenants, conditions and agreements shall be deemed to supersede such printed clause;

PROVISO for re-entry by the 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.

THE LESSOR COVENANTS with the LESSEE for quiet enjoyment.

Wherever the singular or the masculine are used in this document, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto, where the context or the parties so require.

IN WITNESS WHEREOF, the said parties have hereunto set their Hands and Seals.

SIGNED, SEALED AND DELIVERED

In the presence of

M. Belcher as agent
of S. Yatabe and J. Seelston
Mr. Richard A. Norman

Siji Yatabe

Mass Robert Yatabe

James E. Seelston

J. B. NICOLLS
J. D. MAITLAND

B. C. GRANT
T. W. WARKMAN

A. W. ROGERS
D. S. MANSELL

Gibson

Macaulay, Nicolls, Maitland & Co. Ltd.

Insurance, Financial and Estate Agents

IN REPLYING TO THIS LETTER
PLEASE REFER TO

W. V. Belcher

PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

OFFICE OF THE CUSTODIAN 435 Howe Street

JAPANESE SECTION

Vancouver, B.C.

RECEIVED

OCT 28 1942

October 26, 1942.

1765
7749
CABLE ADDRESS "MACNIC"
PACIFIC 4111

Attention Insurance Department.

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

Dear Sirs:-

re YATABE, E. & M.R.
Files 7749 - 1765.

We are enclosing herewith a certified copy of Policy #6251394 of the New England Fire Insurance Company in the amount of \$1000.00 on dwelling at 2818 Yew Street.

There is also a letter attached from Reed, Phipps and Davies Ltd., dated December 27, 1941, in which they state that the Transfer and Consent Forms will be forwarded when they receive same. However, Mr. Yatabe did not have any forms, and was not sure if these had ever been received.

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

WVB:MC
Encl.

Per

W. V. Belcher
Rental Department.

Inventory No. 131

NAME: Mrs. Sumiko IWAMOTO

FILE: 10389

REG. NO:

CHATELS REMOVED FROM 2818 YEW STREET

Sewing Machine

Bed

Bed Spring

Mattress

Dresser

Macaulay, Nicolls, Maitland & Co. Ltd.
Insurance, Financial and Estate Agents

435. Howe Street
Vancouver, B.C.

CABLE ADDRESS "MACNIC"
PACIFIC 4111

IN REPLYING TO THIS LETTER
PLEASE REFER TO
W. V. Belcher

PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

March 25, 1943.

Attention Mr. Milson,
Administration Department.

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

EVACUATION SECTION I	
Rec'd	MAR 26 1943
File No.	1765
Anc.	
Referred	Manuel

774 C.

Dear Sirs:-

re YATABE, Masao Robert & Eiji,
Files 1765 and 7749.

We have today received copy of a notice from the City of Vancouver Legal Department addressed to William Bowyer, which we are enclosing herewith. According to their explanation to the writer, although William Bowyer assigned his interest in the property to the Yatabes, it was never accepted by them, and therefore as far as the City are concerned the owner is still William Bowyer, who is in default under the terms of the agreement to the extent of \$175.89.

If this sum is not paid within 90 days, the City intend to proceed with foreclosure, in which case the Yatabes will lose any interest they may have in the property. As under their declaration on the "JP" Form they paid Bowyer \$400.00 in August 1941, and have made payments to the City since that time, you might be able to make the City accept the assignment of the agreement from Bowyer to the Yatabes.

Yours very truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

WVB:MC
Encl.

Per

W. V. Belcher
Rental Department.

1765 and ~~7749~~

April 21, 1943.

Messrs. Riehl and Masao Robert Yatabe,
Registration Nos. 07250 and 00249,
c/o Bannockburn Farms,
R. R. No. 5,
St. Thomas, ONTARIO.

Dear Sirs:

Re: Property at 2618 Yew Street, Vancouver

With reference to the above property which is being purchased by you from the City of Vancouver, you will recall that when you took this property over from Mr. William Buyer, there was a balance due of \$900.00 Principal, and we now understand from the City of Vancouver that the balance of Principal due is \$749.86. They point out that at the moment there is \$80.00 in arrears on Principal and Interest due to February 1, 1943 amounts to \$22.75. 1942 taxes are unpaid and amount to \$64.00.

We have standing to your credit in our books from rentals received, \$62.70, which will very nearly take care of outstanding 1942 taxes, but that is all. We shall be glad, therefore, if you will let us have a remittance for say \$105.00, that we may be in a position to pay to the City of Vancouver the arrears of Principal and Interest above mentioned and the small balance due on taxes. As you are in default under the terms of the Agreement, it is important that payment of the outstanding amount is made as promptly as possible, as the property may be forfeited to the City of Vancouver unless payment is made.

We would take this opportunity of pointing out that as your property is only rented at \$15.00 per month, unless we receive from you at least \$16.00 per month it is impossible to keep up payments of \$20.00 per month to the City of Vancouver under the Agreement.

The following short statement will make it clear to you how we arrive at the \$16.00 per month mentioned above:

		Per Annum
Rented @ \$15.00 per mo. less 5% Agent's Commission, \$14.25 net -		\$171.00
Less Water Rates -	\$ 16.00	
Taxes -	64.00	
Payments to City of Vancouver @ \$20.00 per month -	240.00	
Interest @ 6% on Bal. of Principal, say -	42.00	362.00
	Deficit -	\$191.00

equals say \$16.00 per month.

We would point out that in the above figures nothing has been allowed for repairs, and in order to take care of those we should really receive from you from \$15.00 to \$20.00 per month. Will you please, therefore, advise us what you are prepared to do in this connection, as in writing to the City of Vancouver we must be in a position to inform them how future payments will be made after the present arrears are taken care of.

Your careful consideration to this matter will be appreciated, and we enclose a stamped and addressed envelope to facilitate your reply.

Yours truly,

P. Douet,
Administration Department.

PD:BT

Encl. 1

1765 and 7749

April 22, 1943.

Macaulay, Nicolls, Maitland & Co. Ltd.,
435 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Masao Robert and Eiji YATABE

With reference to your letter of March 25th enclosing copy of notice from the City of Vancouver Legal Department in connection with the Agreement with William Bowyer regarding the property at 2818 Yew Street, Vancouver, we would advise that we have been in touch with the above Department and do not think there will be any difficulty in getting the City to accept the assignment of this Agreement from William Bowyer to the Yatabes, provided we can get the latter to pay up the \$80.00 in arrears on account of Principal, \$22.75 on Interest, and 1942 taxes amounting to approximately \$64.00.

We are in communication with the Yatabes on this matter, and will advise you in due course of the arrangements made with them.

Yours truly,

P. Douet,
Administration Department.

PD:BT

1765 and 7749

April 22, 1943.

Attention Mr. E. H. R. Elliott

The City Solicitor,
City Hall,
459 West 12th Avenue,
Vancouver, B. C.

Dear Sirs:

Re: Lot 1, Block 404, D. L. 526
H. and E. YATABE

We are in receipt of your letter of the 19th instant regarding the above property which was assigned by William Bowyer to Eichi Yatabe and Masao R. Yatabe, and are much obliged for the information you gave us respecting the balance owing on Principal, arrears of Interest, and unpaid taxes.

We understand from a subsequent 'phone conversation that Mr. Cramer had with you, that the arrears of Principal are \$80.00, and we would advise that we are in communication with the Yatabes respecting the payment of this and the Interest and taxes. Immediately we hear anything definite from them we will advise you. At the same time, we hope to be in a position to let you know what arrangements can be made to pay all or part of the \$20.00 per month under the Agreement, and Interest on outstanding Principal.

Yours truly,

P. Douet,
Administration Department.

PD:BT

DAVIDSON & COMPANY

LIMITED

MEMBERS VANCOUVER STOCK EXCHANGE

808 WEST PENDER STREET
VANCOUVER, B. C.

May 7th, 1943

The Managing Custodian, Enemy-Alien Properties,
Royal Bank Building,
Vancouver, B.C.

Dear Sir:-

Attention Mr. D.A. Cramer.Re: Yatabe-Bowyer Real Estate, known as:
2818 Yew Street and described as:
Lot 1, Block 404, District Lot 526.

Further to our conversation with reference to the above-mentioned property, we have been authorized by Mr. Wm. Bowyer to offer to Yatabe the sum of \$150.00 cash for Assignment of Agreement for Sale (by Purchaser), Mr. Bowyer to assume only the following liabilities:-

Balance due in principal, interest and taxes up to the end of 1942:	\$835.89
Plus Taxes for 1943	

In presenting this offer we point out that Mr. Bowyer originally purchased this house and property, together with greenhouse, for \$1,200. Since the sale to Yatabe the greenhouse has been removed, the dwelling house allowed to delapidate, windows have been broken, furnace made useless, fences broken down, gutters rotted and broken, and rubbish allowed to accumulate in basement.

We also point out that Yatabe has had revenue and use of the property since August 1st, 1941.

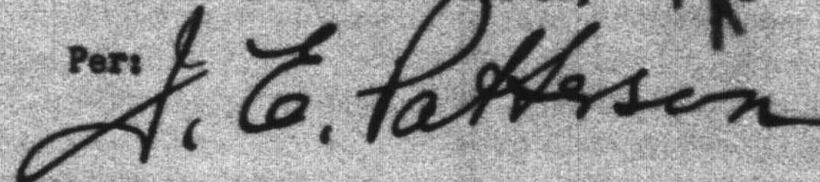
The property is now encumbered with a tenant, who, unless other arrangements have been made by you, will require one year's notice to vacate. This tenant, we understand, is paying \$15.00 a month which is \$10.00 short of carrying charges, not taking into consideration the upkeep and maintenance of the property.

If the above offer is acceptable, we would appreciate hearing from you at the earliest possible date as Mr. Bowyer has plans to leave for the East in two weeks time unless negotiations are under way in the meantime.

Yours very truly,

DAVIDSON & COMPANY LIMITED,

Per:



JEP/G.

NOTATION SECTION	
MAY 8 1943	
File No.	7749
Ans.	
Refer	Cramer



NOT
ACCEPTED

~~1749~~ and 1765

URGENT/AIRMAIL

May 11, 1943.

Messrs. Eichi and Masao Robert Yatabe,
Registration Nos. 07250 and 00249,
c/o Bannockburn Farms,
R. R. No. 5,
St. Thomas, Ontario.

Dear Sirs:

Re: Property at 2618 Yew Street, Vancouver

With reference to our letter of the 21st of April, we regret that up to the time of writing we have heard nothing from you, and do not understand why you have not replied to our letter. In the meantime, we have received the enclosed letter dated the 7th of May from Davidson & Company Limited, which refers to an offer made by Mr. W. Bowyer to pay you the sum of \$150.00 cash for assignment of Agreement for Sale, on the conditions mentioned.

In view of the condition of this house and the fact that unless arrears are paid to the City of Vancouver in connection with the amounts still due to them on this property, and the fact that 1942 taxes are still unpaid, we would recommend that you accept the offer made by Mr. Bowyer, and shall be glad to hear from you by return Airmail of your decision. A stamped and addressed envelope is enclosed to facilitate your reply-- please do not delay in writing us, as Mr. Bowyer may shortly be leaving for the East and it is important that a prompt reply is received.

Yours truly,

P. Doust,
Administration Department.

PD:BT
Encl. 1

1765 and 7745

May 31, 1943.

Mr. Hiji Yatabe,
Japanese Registration No. 07250,
808 Palmerston Avenue,
Toronto, Ontario.

Dear Sir:

Re: 2818 Yew Street, Vancouver

We duly received your letter of May 21st regarding the above property, and note that you are not prepared to accept Mr. Bowyer's offer which was put forward in detail in our letter of the 14th of May, and in view of this we will do the best we can in the handling of this property.

Yours truly,

P. Doust,
Administration Department.

PD:BT

Bannockburn Farms,
R.R. #5,
St. Thomas, Ont.
June 2/43.

File No. 1765 and 7749.

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

Dear Sirs:

Enclosed please find copy of Assignment of Agreement for sale by Mr. Bowyer to us. To the best of our knowledge, I'm afraid Mr. Bowyer didn't bother to give us the original Agreement for Sale copy.

Hoping this will facilitate easy handling of our property affairs. It is understood above copy will be returned to us.

Yours sincerely,

M R Yatabe

Masao Robert Yatabe.

EVACUATION SECTION	
Rec'd	JUN 5 1943
File No.	
Ans.	
Referred	Bowyer

Both sent to Bowyer

D. E. McTaggart, K. C.
Cooperation Council

A. E. Lord
City Solicitor

T. F. Chase J. B. Roberts
R. H. Baker (City Solicitor)
E. N. R. Elliott



ADDRESS ALL CORRESPONDENCE
TO CITY SOLICITOR

VANCO	EVERHABITION SECTION
June	8th JUN 9 1943
File No.	
Ans.	
Referred	<i>Houey</i>

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

Attention Mr. Douet

1765 sent to Cramer
7749

Dear Sir:-

Re: Masao R. and Eiji Yatabe
File No. 1765-7749

I beg to acknowledge receipt of your letters
of the 31st ult. and the 4th inst. which reached me
yesterday morning.

With regard to the assignment of the Agreement
for Sale from Bowyer to the Yatabes, I might say that it
was submitted for the City's approval but because of cer-
tain discrepancies therein contained, approval thereof was
refused and the document returned for correction. However,
as the assignment had been registered and as the interest
of the Assignees vests in the Custodian, the City has no
choice but to recognize the change in parties. The foreclos-
ure notice has accordingly been withdrawn.

I note that the 1942 taxes, plus interest, have
been paid and that it is your intention to use future revenue
from the property for payment of taxes, interest and principal.
The Rental Department has been so notified.

Awaiting your further favours, I am,

Yours truly,

A. E. Lord

City Solicitor.

ENRE:NM

• REAL ESTATE •

INSURANCE •

BUILDING LOANS

HOME
INVESTMENTS

547 Howe Street

Phone MArine 2174

VANCOUVER, B.C.

October 4, 1945.

Custodian of Japanese Property,
506 Royal Bank Building,
Vancouver, B. C.

Gentlemen:

Tender for 2818 Yew Street
Custodian File No. 1765/7749
Catalogue No. 296 ✓

Enclosed is our cheque for \$80.00, being ten per-
cent of the full price of \$800.00, offered for the dwelling
at 2818 Yew Street, Vancouver, B. C. Our buyers, Mr. M.
Fox and Mr. P. Hollenberg, are quite willing to pay the bal-
ance of \$720.00 in cash if this offer is accepted.

We have notified Macaulay, Nicolls, Maitland & Co.,
the buyers names, in order to get one half of the commission.

Thanking you, we remain,

Yours very truly,

HOME INVESTMENTS

Per

JR/HS

[Handwritten signature]
NOT
ACCEPTED

1765/7749

REGISTERED

December 9th, 1943

The Home Investments,
547 Howe Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 296,
2618 Yew Street

Your letter of the 4th instant written on behalf of
a client enclosing cheque for \$600.00 and offer to purchase 2618
Yew Street for the sum of \$600.00 has been received and considered.

We are not able to accept this tender and are returning
your cheque herein. No acceptable tender has been received on this
property and we are now prepared to consider revised offers.

This property has been independently appraised and the
Custodian will not be interested in any sum less than \$1500.00.

If you should wish to submit another offer, subject to
prior sale and other bids which may be received, we will be pleased
to consider same.

Yours truly,

F.O. Shears,
Director.

FGS/AN
encl.

*We enclosed letter
Oct 4/43.*

1765/7749

13th July, 1944.

Mr. James Eccleston,
2818 Yew Street,
Vancouver, B.C.

Dear Sir:

Re: Catalogue No. 296
2818 Yew Street.

We have your undated letter in regard to the purchase of the above property in which you state that you are not in a position to make a full cash offer and have also advised us in regard to certain details concerning the condition of this house at the time you took over.

Your letter does not indicate the purchase price which you are willing to pay. For your information at the present time we are not in a position to consider any offer of less than \$1,500.00 and our policy is on a strictly cash basis.

If you are prepared to offer \$1,500.00 for this property and do not have the full amount in cash, it might be possible for you to arrange a mortgage for the amount of the balance which would be required.

We will be pleased to hear from you again after you have given this matter further consideration.

Yours truly,

F. G. Shears,
Director.

FGB/FMH

Rec'd	JUL 24 1944
File No.	1765/1749
Ans.	
Referred	James

McCARRON & HAWBOLT

REAL ESTATE AND INSURANCE

HOMES : FARMS : APARTMENTS

350 WEST PENDER STREET

VANCOUVER, B. C.

July 21 st. 1944.

The Custodian,
506 Royal Bank Bldg,
Vancouver, B. C.

Dear Sir;

Re; Catalogue # 296.

We enclose check for \$ 150.00
being 10% of our offer on the above property
for our client George M. Pohl.

Early reply would be appreciated.

Yours truly,

McCarron & Hawbolt,

J. F. McCarron
J. F. McCarron.

Encl.

NOT
ACCEPTED

2232 West 7th Avenue,
Vancouver, B. C.,
July 21st, 1944.

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

Rec'd	JUL 21 1944
File No.	1765/7249
WTS.	
Referred	Hansford

Dear Sirs:

Re: Catalogue No. 296
2818 Yew Street
Vancouver, B. C.

I hereby offer the sum of \$1,500 cash
for the above property and shall be glad if you
give this your prompt consideration.

Yours truly,

Aline Van Besien

(Mrs.) A. Van Besien.

NOT
ACCEPTED

Macaulay, Nicolls, Maitland & Co. Ltd.
Insurance, Financial and Estate Agents

IN REPLYING TO THIS LETTER
PLEASE REFER TO
W. V. Belcher
PLEASE RETURN ALL CORRESPONDENCE
TO THE COMPANY AND NOT TO INDIVIDUALS

*435 Howe Street
Vancouver, B.C.*

CABLE ADDRESS "MACNIC"
PACIFIC 4111

EVACUATION SECTION	
Rec'd	JUL 26 1944
File No.	7749
Ans.	July 27
Referred	Shelton

July 24th, 1944

Secretary of State of Canada,
Acting in his capacity as Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir: Re: 2818 Yew Street

Enclosed please find copy of Pearl Policy
No. 149137 covering \$1000.00 on dwelling at the above
address for a period of three years from July 24th,
1944.

We trust that the enclosed will be found
in order, and remain,

Yours very truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per: *M. Connell*

/om
Encl.

*gl Arch
L. Bal.
23*

J. P. NICOLLS
J. D. MAITLAND

B. G. GRANT
T. W. WARKMAN

A. W. ROGERS
O. S. MANSELL

H. KERR
G. I. APROBERTS

Macaulay, Nicolls, Maitland & Co. Ltd.
Insurance, Financial and Estate Agents

*435 Howe Street
Vancouver, B.C.*

CABLE ADDRESS "MACNIC"
PACIFIC 4111

IN REPLYING TO THIS LETTER
PLEASE REFER TO
PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

July 24, 1944

Rec'd	JUL 24 1944
File No.	1765/7749
Ans.	✓
Referred	Stamp

296

Attention Mr. F. G. Shears

Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville Sts.,
Vancouver, B. C.

Dear Sirs:-

We are enclosing herewith certified cheque for One Hundred and Fifty Dollars from Mr. James Eccleston being deposit on the purchase of Lot 1, Block 404, D. L. 526, being 2818 Yew Street, Catalogue #296 for the full purchase price of Fifteen Hundred Dollars.

Mr. Eccleston is at present the tenant of the property and has spent a considerable sum of money in decorating and other improvements. Kindly let us have your decision as soon as possible.

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per:

M. M. Delaney
Rental Department

WVB/BB
Enc.

ACCEPTED

~~1765~~
7749

July 25th, 1944

Messrs. McCarron & Hawbolt,
350 West Pender Street,
Vancouver, B.C.

Re: Catalogue No. 296
2818 Yew St., Vancouver

Dear Sirs:

We have your letter of July 21st, in which you offer to purchase the above property for the sum of \$1500.00.

We have to inform you that an acceptable offer has been received from the tenant of this property. We regret, therefore, that your offer cannot be considered and we return your deposit cheque for \$150.00 herein.

Yours truly,

FGS/MHG
encl.

F. G. Shears,
Director.

1765
7749

July 25th, 1944

Mrs. A. Van Besien,
2232 West 7th Avenue,
Vancouver, B.C.

Dear Madam:

Re: Catalogue No. 296
2818 Yew St., Vancouver

We have your letter of July 21st, in which you offer to purchase the above property for the sum of \$1500.00

We regret to inform you that your offer cannot be considered as we have received an acceptable offer from the tenant of this property.

Yours truly,

FGS/MHG

F. G. Shears,
Director.

1765
7749

August 5, 1944.

Macleay, Nicolls, Maitland & Co. Ltd.,
435 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 296
2812 Yew Street

Your letter of July 24th, enclosing cheque for \$150.00 and offer to purchase the above property for the sum of \$1,500.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$1,350.00.

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

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

After the documents have been registered a statement of adjustments of taxes, etc. will be prepared, including registration fees, and forwarded to you.

Yours truly,

F. G. Shears,
Director.

GP:EB

J. P. NICOLLS
J. D. MAITLAND

B. C. GRANT
T. W. WARRMAN

A. W. ROGERS
D. S. MANSELL

R. KERR
G. I. ROBERTS

Macaulay, Nicolls, Maitland & Co. Ltd.
Insurance, Financial and Estate Agents

IN REPLYING TO THIS LETTER
PLEASE REFER TO

W. V. Belcher

PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

135 Howe Street

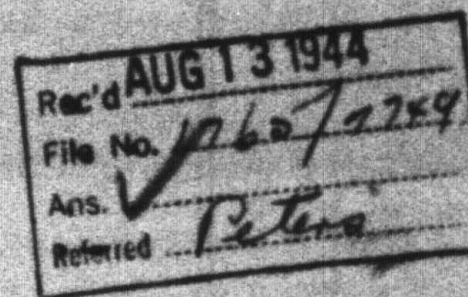
Vancouver, B.C.

CABLE ADDRESS "MACNIC"

PACIFIC 8111

August 12, 1944.

File #1765 & 7749



Office of the Custodian,
508 Royal Bank Building,
Hastings & Granville Sts.,
Vancouver, B. C.

Dear Sirs:- re Catalogue #296
2818 Yew Street

As requested in your letter of
August 5th we now enclose the sum of \$1350.00,
(made up of two cheques, one for \$450.00 signed
by James Eccleston and the other of \$900.00,
official cheque of the Bank of Montreal), to
complete the full purchase price of \$1500.00.

We also enclose in duplicate a completed
mortgage from James Eccleston to W.V. Belcher in
the sum of \$1000.00 which we would ask you to
register at the same time you register the title
of the property to James Eccleston.

Yours truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per:

W. V. Belcher
Rental Department

WVB/BB
Enc.

*Cheques
received
L.M.*

ACCEPTED

Schiffman

Box 296
Box 296 - Yew St.

James Eccleston.
2818 - Yew St.
July 18th, 1944.

176

VACUATION	TON
JUL 19 1944	
No. 17749	
Ans.	
Referred <i>Daukt</i>	

Attention Mr P. Doust
Custodian of Enemy Property
Royal Bank Bldg. CITY

Dear Sir.

In reply to yours of even date, in which you refer to a Mr Clark wish -
ing to show his clients over this property, may I suggest that he did not give
you all the facts, - which are as follows - Mr Clark phoned Mrs Eccleston a week
ago today, and he was told that he could get in the following saturday, he stated
that he would see if these arrangements would suit his client, and as we did not
hear from him again, we went on a picnic saturday morning.

And now for Mr Clarks client, under no consideration will I let her in
the house, this womans husband had already looked over the property and the inside
of the house, she came back again the next day but we were out, I discovered that
evening that somebody had been trying to break into the basement. However - she
came back the next day when I was home and threatened to bring the police, and
said that her time would be charged to me, using abusive language.

And further - Mr Clark phoned Mrs Eccleston today and threatened that
the house would be sold over our heads, and that the rent would be raised on the
termination of our lease. This sort of thing has upset Mrs Eccleston very much,
what with the worry about her boys away from home. but I can assure you that we
shall be glad to show the house to anyone else within reason.

gr I might say that I have made a offer of ~~£1,500.00~~, and am now waiting to
hear from the Custodians , £1,500.00

Re 2012 - Yew St

2

Mr Donet.

If you can phone Mrs Eccleston and let her know whether this offer has been accepted, we will take steps right away to fix up a mortgage, in the meantime would a deposit be accepted?

Before closing, may I say that it is regrettable that a misunderstanding has arisen over such a trifling matter, we have had many prospects inside the house, and many have been satisfied to view the place from the outside, you will understand that one can get too much of it.

Yours very truly

James Eccleston

Rec'd JUL 15 1944
File No. 1765/7749
Ans.
Referred

James Eccleston.
2818 - Yew St
July 14th, 1944.

Re. 1765/7749

Attention Mr F. G. Shears

Custodian Of Enemy Property.

Royal Bank Building. CITY.

Dear Sir.

Lat 296
2818 Yew St. Van.

This is to acknowledge yours of the 13th inst, may I thank you for the prompt manner in which you have handled this matter.

I regret not having stated the amount I was prepared to pay for the property in question, and hasten to inform you that I am offering the sum of \$1500.00. \$600.00 cash, (or in three weeks time could make it \$800.00 cash) the balance to be paid after I have done business with a mortgage company, or with the National Housing Scheme if this can be done. I dont know much about borrowing money, but I presume some arrangements can be made for paying the balance to suit both parties.

Thanking you again for your kind consideration.

Yours very Truly.

James Eccleston

Cat 296

James Eccleston
2818 - Yew St
Vancouver.

Re lot No 29, 2818 - Yew, Yatabe Property.

Attention Mr Sheers.

To the Custodian of Enemy Property.

Regal Bank Bldg. City.

Gentlemen.

As a prospective purchaser of the above property, May I introduce myself as a returned soldier of the last war, - have a son in Italy, (Capt in Signal Corp) who went overseas in 1939, I also have a son in the navy, and one other son now attending school. By trade I am a Electrician, at present employed by the Dpt of National Defense.

I left the prairies nearly two years ago so that I could become more adamant - agiously engaged in the war effort, In doing this I had to spend most of my ready cash, So that at the present time I am not in a position to offer CASH in full for the prop - erty in question, I am expecting a letter from my soldier son at any time which may put me in a better financial position.

In the meantime I am able to offer a down payment of - say \$500.00, the bal - ance to suit, with the option of paying a further substantial sum later.

And now may I tell you more about this house, when we took it over it took us over four weeks to make the place habitable, I am sure the agents will vouch for this. It cost me two to three hundred dollars before I could move in, And this is why - In my opinion - the property might be valued at a price higher than its original purchase price. And still the house needs a new furnace, and the basement floods every rainy season, also the water service is only a dribble.

Page 2,
James Eccleston, re Yatabe property.

I cannot stress too strongly the absolutely filthy condition of house when vacated by the owner, so bad that I had some difficulty in convincing my wife that it could be cleaned up. We have decorated every room in the house, - installed a new sink and cup-board in the kitchen, all new shelving in the pantry - and general repairs to the plumbing and electrical systems.

This writer would be glad to call at your convenience, although I am at liberty on Saturdays, we must have this house so as to have a temporary shelter for our boys when they return, (the Capt has a wife and family in England).

Thanking you in advance for your kind and patriotic consideration of this matter.

Yours very truly

James Eccleston

J. F. NICOLLS
J. G. MAITLAND

B. C. GRANT
T. W. WARKMAN

A. W. ROGERS
D. S. MANSELL

H. KERN
G. I. PROBERTS

Macaulay, Nicolls, Maitland & Co. Ltd.
Insurance, Financial and Estate Agents

*435 Howe Street
Vancouver, B.C.*

CABLE ADDRESS "MACNIC"
PACIFIC 4111

IN REPLYING TO THIS LETTER

PLEASE REFER TO

W.V. Belcher.

PLEASE ADDRESS ALL CORRESPONDENCE TO
THE COMPANY AND NOT TO INDIVIDUALS

August 17, 1944.

Rec'd	AUG 17 1944
File No.	1265/2214
Ans.	
Referred	Mr. Pitua

Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville Sts.,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue #296 - 2818 Yew St.,
1/404/526.

Replying to your letter of August 14,
1944, we are sorry we did not include in our letter
of the 5th the name under which this property is to
be registered. It is James Eccleston who is residing
at 2818 Yew St., Vancouver, B.C. He is an electrician
by occupation and is a British subject.

Yours very truly,

MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per:

W.V. Belcher
W.V. Belcher.

WVB:MW

20th September, 1944.

REAL PROPERTY MEMORANDUM

FILE NO: 1765 and 7749
NAME: Masao Robert Yatabe and Eiji Yatabe
CATALOGUE NO: 296
RE: 2818 Yew Street, Vancouver, B.C.
- Dwelling.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Lot 1, Block 404,
District Lot 526, Group 1, New
Westminster District, Plan 2300.

Encumbrances:

24810 M. 12/8/41. 10. William Bowyer.
Right to Purchase for \$1200. Int.
6%, from City of Vancouver.

25224 M. 3/9/41. 12.20. Masao Robert
Yatabe, and Eiji Yatabe, Assignment
of 24810M.

Balance of principal of \$749.86 and
interest to be discharged from
proceeds of sale.

Taxes:

1944 taxes of \$30.00 paid. No arrears
or consolidated.

Vested:

35579

\$1400.00

\$1500.00

July 28th, 1944.

\$1,500.00

James Eccleston

VALUATION BY APPRAISER:

AMOUNT OF BID:

APPROVED BY ADVISORY COMMITTEE:

AMOUNT RECEIVED BY CUSTODIAN:

NAME OF PURCHASER:

KWW/DO
Attache

K.W. WRIGHT

Catalogue No. 296
Files Nos. 1765 & 7749
2812 Yew Street, Vancouver
1/404/326

January 5, 1945.

JAMES HOGLESTON
(purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at August 14, 1944)

	DEBIT	CREDIT
Purchase price	\$1,500.00	
Cheques received		\$1,500.00
Registration fees on deed - \$1,500.00	8.25	
Insurance premium - 98.13 x \$5.50	5.40	
Water paid to Dec. 31/44 - 139/184 x \$7.55	5.70	
Purchaser's proportion of 1944 taxes -		
139/365 x \$62.23	23.70	
Rent - Aug. 1st to Aug. 13th - 13/31 x \$14.25	5.98	
Balance owing by purchaser		49.03
	<u>\$1,549.03</u>	<u>\$1,549.03</u>

BALANCE OWING BY PURCHASER

\$49.03

1765 & 7749

January 10, 1945.

Macaulay, Nicolls, Wattland & Co. Ltd.,
435 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 296
2818 Yew Street
1/10/45

The deed to the above described property has now been registered in the name of James Eccleston, 2818 Yew Street and control is ready for delivery. Relevant insurance policy which has been assigned to the new owner of this property is also ready for delivery.

Adjustments as of August 14th, 1944, as shown on the enclosed sheet, have been calculated and a balance of \$49.03 has been charged to the purchaser.

Will you please telephone this office for an appointment to conclude this matter. It would be desirable for the purchaser to attend in order that statement of adjustments may be approved and certain releases signed by him prior to delivery of control.

Yours truly,

George Peters,
Administration Department.

GP:ED
Enc.

cc to James Eccleston

C. J. LOEWEN
NOTARY PUBLIC

A. ROUT HARVEY

LOEWEN & HARVEY, LIMITED

FIRE, CASUALTY, BURGLARY
AUTOMOBILE, PLATE GLASS
INSURANCE
AGENTS FOR
EAGLE STAR AND BRITISH
DOMINION INSURANCE
COMPANY LIMITED
OF LONDON, ENG.

ESTATE AGENTS INSURANCE
MORTGAGES REAL ESTATE

TELEPHONE
MARINE 4341
CODES
A. S. C. 5TH EDITION
WESTERN UNION
CABLE ADDRESS
"LOWHAR"

781 DUNSMUIR STREET
VANCOUVER B.C.

February 6th, 1945.

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

Rec'd	
File No.	1765 7749
Ans.	
Noted	

Dear Sir:

Re: Catalogue No. 296, 2818 Yew Street,
Lot 1, Block 404, District Lot 526.

This property is 50 x 125 feet to a twenty (20) foot lane on the South East corner of 12th Avenue and Yew Street. The lot is level with both streets and lane. Twelfth (12) Avenue is a through paved street.

Facing on Yew Street at the back of the lot is an old two (2) storey house with full basement. The cement foundation is 23 x 40 feet. There is a cement floor in the basement, but the hot air furnace is in pieces. First floor joists are 2 x 8 at two (2) foot centres. One (1) foundation post shows rot at the bottom and basement appears damp. There is one (1) single fine chimney.

The ground floor contains hall, living-room, dining-room and kitchen with pantry and back porch overhanging beyond the foundation. There is an enamel sink, which the tenant advised he had installed. The upper floor contains three (3) bedrooms and bathroom with enamel bath and toilet only. Water pressure is poor. Floors are four (4) inch fir - painted. Decoration, which the tenant said he had done - was good throughout.

There are several broken windows. The exterior is of narrow siding badly in need of re-nailing and paint. The roof is shingle - fairly sound but getting mossy. Eaves require repair and renewing and downpipes need attention. The picket fence is in need of repair.

This area is zoned for three (3) storey commercial.

In my opinion a fair valuation as at date of inspection - 16th November 1943, - is Fourteen hundred (\$1,400.00) Dollars.

Yours faithfully,
Loewen and Harvey, Limited.

A. Rout Harvey
Director.

ARH/T.

1765 - 7749

March 27th, 1945.

Mr. Masao Robert YATABE,
Reg. No. 00249,
150 Augusta Avenue,
Toronto, Ontario.

Dear Sir:

Re: Catalogue No. 296
2818 Yew St., Vancouver, B.C.
Lot 1, B.L. 404, D.L. 526

Please be informed that the above property has been sold as of August 14th, 1944 for the sum of \$1500.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, less expenses, up to the mentioned date, have been credited to your joint account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

We would point out that at the time the property was sold there was owing to the City of Vancouver Principal of \$749.86 and Interest of \$24.50—this of course had to be paid from the price obtained for the property, namely \$1500.00, and these items are shown in the attached statement giving details of the sale and the net proceeds credited to your joint account.

We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

Yours truly,

P. Douet,
Administration Department

PD/ER
Encs.
cc to B.C. Security Commission.

STATEMENT RE SALE OF:

Catalogue No: 296

Street Address: 2618 Yew St.

Legal Description: 1/404/526

Name: YATANE, Masao (Robert)
" Eiji

File No: 1765 - 7749

Reg. #00249 - 07250

Date of Sale and Adjustments August 14th, 1944

Sale Price \$1500.00

Real Estate Agents Commission \$ 75.00

Charge for Valuation 5.00

Charge for Advertising 4.00

Land Registry Office Transmission Fee 6.00

Encumbrances:

Unpaid Vendor 749. 86

Mortgages Int. 24. 50

~~Assessments~~

~~Other charges~~

Adjustments:

Fire Insurance 5.40

Taxes 23.70

Water 5.70

864. 36 \$ 1534.80

Net Proceeds credited to your account 670.44

March 23rd, 1945.

Date:.....

Mr. George Peters

Compiled by:.....

Catalogue No. 296
File Nos. 1765 & 7749
2818 Yew Street
Vancouver/1/404/526
Certificate of Title No. 112338-L

Control of property covered by Certificate of Title No. 112338-L and described above
is by me hereby acknowledged and I agree that all adjustments connected with sale to
me of property covered by the said certificate have been settled.

Receipt is also acknowledged of copy of Pearl Underwriters Agency policy No. 149137.

Dated at Vancouver, B. C., this 13 day of January 1945

James A. Johnston

Catalogue No. 296
File Nos. 1765 & 7749

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

Dear Sirs:-

Re: 2818 Van St. Vancouver

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

Yours faithfully,

.....*James E. Eulston*.....Signed

CANADIAN LEGION
WAR SERVICES

B123170 Pk. E. Yatabe,
S-20 J.L.S. C.A.
Postal Station F,
Vancouver B.C.

EVACUATION SECTION	
Rec'd	SEP 6 1945
No.	1765-7749
Referred	Account

Dept. of Socy. of State,
Office of the Canadian
366 Royal Bank Bldg,
Vancouver, B.C.

Attention: Mr. F. Dault

Re: Files 1765, 7749

Dear Sir,

As we agreed at the time of our interview three weeks ago I am writing to you in connection with the joint account held by my brother and myself.

This is the authority for you to send the balance of \$668.62, the amount remaining from the proceeds of the sale of our property, to my brother, Mahao Robert Yatabe, 156 Augusta Avenue, Toronto 28, Ontario.

It is to be hoped that you will expedite this transfer, since the money is required at the present time.

Yours very truly,
Eiji Yatabe

1765 - 7749

REGISTERED MAIL

December 13th, 1945.

Mr. Masao Robert YATABE,
Registration No. 00249,
156 Augusta Avenue,
Toronto 2-B, Ontario.

Dear Sir:

We enclose in duplicate final letter reporting on our handling of the real property at 2818 Yew Street, Vancouver, which was jointly owned by Eiji Yatabe, your brother, and yourself. The extra copy of the letter is for your brother, which you may wish to forward to him or retain until he returns. In accordance with the wishes of your brother a cheque for the total amount standing in your joint account has been made out to you and is enclosed.

As requested in the last paragraph of the attached letter your acknowledgement of our letter and cheque is awaited.

Yours truly,

P. Doust,
Administration Department

PD/ER
Enc.4

1765 - 7749

REGISTERED MAIL

December 13th, 1945.

Mr. Masao Robert YATANI, and
Mr. Riji YATANI,
Reg. Nos. 03449 and 07250,
150 Augusta Avenue,
Toronto 2-2, Ontario.

Dear Sirs:

We refer to E. Yatabe's letter of September 6th and E. S. Yatabe's letter of October 24th regarding the forwarding of the balance of your funds and regret the delay that has occurred in writing you finally.

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

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

You will recall the circumstances under which you leased your jointly owned property at 2214 Iow Street, Vancouver, through Macaulay, Nicolls, Whitland & Company for two years from October 27th, 1942 at \$15.00 per month, to a Mr. J. Sealeston. Owing to the poor condition of the property it was stipulated in the Lease that the tenant should undertake all repairs, decorations, etc., which he did, and during his tenancy which ended in August 1944 when the property was sold to him no repairs were incurred for your account.

As previously advised, the property was sold to Mr. Sealeston for \$1500.00 each which figure was in excess of the independent valuation made. From the sale price there was owed by you to the City of Vancouver the sum of \$774.36 under an Agreement for Sale, and this was repaid from the sale price obtained.

No chattels were declared by E. S. Yatabe and as the chattels declared by E. Yatabe were all sold by him in accordance with his advice to us on November 2, 1942, no further comment on this subject is necessary.

The only claim that appeared on your files was that of Dr. E. Uchida against Riji Yatabe, but this claim was eventually withdrawn.

Messrs. Messrs Robert and Eiji YATANE

December 15th, 1945

Our files indicate that you both have life insurance policies with the Prudential Insurance Company of America but in neither case was this office requested to pay any premiums and we assume, therefore, that these have been handled by you direct with the above company.

In our letter to you of March 27th, 1945 we enclosed a detailed statement showing the net proceeds obtained from the sale of your property, and at the same time a further statement was enclosed showing the credit balance standing to your joint account, namely \$668.92. There is no change in this figure and in view of Eiji Yatane's written authority that this amount be forwarded to his brother, Messrs Robert Yatane, a cheque for the above amount is enclosed.

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

Yours truly,

P. Doust,
Administration Department

PR/ER
Enc. 3