

6399

Haney B.C.

FILE NO. 6399

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

To be completed by persons of the Japanese race having no property in any protected area.

NAME: OTANI (Yaeko) Mrs Kenzo

HOME ADDRESS: R. R. No. 1, Haney B.C. REGISTRATION No. 10672

SEX: Female AGE: 31 MARRIED? Yes

OCCUPATION AND EMPLOYER: Housewife

NAME OF WIFE OR HUSBAND: Kenzo ADDRESS: R.R. #1, Haney B.C.

NAMES OF LIVING CHILDREN: Betty (F) 9 ADDRESS: "

Daisy (F) 6 ADDRESS: "

Kikue (F) Takeshi (M) 4 ADDRESS: "

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this 23rd day of April 1942.

WITNESS

J. Williams

(Signature)

Y. Otani

FOR DEPARTMENTAL USE

HOW DO YOU PROPOSE TO PAY THESE OFF?

LIST OF LIABILITIES: none

46991

4885

INFORMATION FROM R.C.M.P.

Date

Sept. 20/43.

Our File No.

6399

Full Name

OTANI

(Yaeke) Mrs. Kenzo
(Surname in Block Letters)

Registration No.

10673

Male - Female
(check)

Age

Oct. 20, 1910.

Former Address

Stave Falls B.C.
R.R.#1, Harvey, B.C.

Date Evacuated

Apr. 30/42.

Naturalized - Canadian-Born - National
(check)

Present Address

Calderdale, Alta.

Married - Single
(check)

Name of Wife

Name of Husband

Kengo #10674

Name of Mother

(M/T OBA) Kengo
(Weil)

Name of Father

Kikutaru #14063

Names of Children under 16

See husband's sheet.

Requested by

EOY

Registered with Custodian

(Yes or No)

Additional Information

Husband adopted wife's
family name.

25

REAL PROPERTY SUMMARY

Files 5284, 6399, Int. 732.

V.L.A. B.C. 11-2

JAPANESE NAMES: Kenzo OTANI - - Reg. No. 10674.
Yasuo OTANI - - Reg. No. 10673
Mario FUJITA - - In Japan

CATALOGUE NO: Part of The Director The Veterans' Land Act first offer.

PROPERTY ADDRESS: 11 th Ave., Haney, B. C.

LEGAL DESCRIPTION: Lot 2 of Lot 1 of the North East quarter of Section 20 Township 12 Map 5430 Municipality of Maple Ridge in the District of New Westminster.

TITLE: In the name of Mario FUJITA.

ENCUMBRANCE: 805690 Mortgage 12th May 1939, in favour of Soshichi TANAKA \$400.00 at 6%.

Vesting 24353 - 21st July 1942, covering the interests of Kenzo OTANI and Mario FUJITA.

ASSESSED VALUE: 1943 - 9.463 acres.
Land \$800.00
Improvements 950.00 Total \$1750.00 Taxes \$36.48.

CLASSIFICATION: Farm land.

HISTORY OF
ADMINISTRATION:

The property was rented by the owner to Ian MACKIE for the season of 1942, and the rental of \$40.00 was paid to the Custodian. The Secretary of State leased the property on the 12th March 1943 to Clarence NICHOLLS as from the 1st March to the 31st December 1943 at a rental of \$120.00, of which \$30.00 was paid to the Custodian. These two amounts have been credited to Enemy file 732 - Mario FUJITA for reason appearing below.

When examination of the interests of the OTANI'S in this property was undertaken, the information on record was that Mario FUJITA had given written authority to the mortgagee, Soshichi TANAKA, to sell the land and to recover the amount due himself under the mortgage and to pay other debts. But when this letter, dated 5th September 1941, was obtained it was found to be addressed to Yoshiya FUJITA, not to TANAKA, and there is no record of an Agreement of Sale by Mario or Yoshiya FUJITA to TANAKA or of any authority to sell given to TANAKA. Mr. Mensies states that he prepared an Agreement of Sale to TANAKA which was sent in August 1941 to Japan for execution by Mario FUJITA, but the Agreement has never been returned. TANAKA however, on the 12th February 1942 gave an Agreement of Sale to Kenzo and Yasuo OTANI at a price of \$825.00, of which \$400.00 was paid to TANAKA. As the vendor in the sale has no registrable evidence of ownership interest, the Custodian has refused to recognise this sale to the OTANIS, and the land is held to be Enemy property, owned by Mario FUJITA, whose interest was vested on the 21st July 1942 and transmitted to the Custodian on the 7th March 1944.

The sum of \$400.00 paid to TANAKA has been transferred on the Custodian ledger from his account and credited to the joint account of Kenzo and Yasuo OTANI, together with interest thereon - \$54.00. Out of this \$454.00 credit have been paid claims against Kenzo OTANI amounting to \$95.68, leaving a credit balance of \$358.32.

Kenzo and Yasuo OTANI have no interest in the sale of the property to The Director The Veterans' Land Act.

We have no record on file of the vesting of the mortgage interest of Soshichi TANAKA nor of a Discharge of the Mortgage. The amount owing on this mortgage, \$400.00 on principal and \$206.00 interest from May 12th, 1939 to May 12th, 1944, was charged in the ledger to Mario FUJITA account, and was credited to Soshichi TANAKA on the 28th October 1944. It would appear, if this mortgage is no longer a charge against the Title, that Mr. Cruz obtained the Discharge from Mr. TANAKA.

As Enemy property owned by Mario FUJITA, this parcel of land was sold and the funds accounted for as follows:

SOLD:

To The Director The Veterans' Land Act for \$716.00 as at 1st January 1943.

Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Mario FUJITA, sale price \$716.00 plus rent from Mackie \$40.00, rent from Nicholls \$30.00, insurance refund \$3.48, total \$789.48; less Certificate of Encumbrance \$1.00, taxes \$41.74, mortgage and interest \$520.00, registration fee \$3.00, legal fee \$15.00, total \$580.74; Net amount released \$208.74.

TITLE:

Included in C. of T. 171903-E and payment of consideration included in cheque to the Custodian dated April 28th, 1944.

**OLD C. OF T.
NO. 109668-E:**

In possession of Soshichi TANAKA.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED August 13th, 1946.

IN:

John Macpherson

File No. 5284.
No. 6372.

CLAIMS DEPARTMENT

February 23rd, 1944.

File No. 5284. Kenzo OTANI - Reg. No. 10674

CREDITS:

1. Royal Columbian Hospital	\$20.01
a/c Kenzo - \$11.11	
" - 8.90	
2. Vancouver General Hospital	10.75
a/c Arthur	
3. Dr. J.F. Sparling	40.00
4. Dr. F. Turnbull	15.00
(Woodworth & Woodworth Ltd.)	
5. Isaura Bros.	3.89
6. H. Wisniewski Co.	6.00
	<u>95.66</u>

authority to pay
letter 27-9-44
JL

No account as at Feb. 23/44.

File No. 6372. (Mrs. Kenzo) Isako OTANI - Reg. No. 10673

CREDITS:

1. Clappison Bros., Naney, B.C. \$11.16

2-3-44
JL

No account as at Feb. 23/44.

paid up to 3-17-44 12-12-44

/ME

\$454.00 11-12-44
JL

Office Phone 105

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
DEC 15 1942

Fire, Theft, Automobile
Sickness and Accident
Plate Glass and Burglary
Insurance

aut - Alexander
The Oldest Established Agency in the District

Residence Phone 63M

HAL MENZIES

Real Estate and Insurance

Notary Public - Conveyances
Loans and Appraisals

HANEY, B. C.

Sun Life Insurance
Company's Agencies

December 12th., 1942.

Office of the Custodian,
Japanese Evacuation Section,
Vancouver.

Dear Sirs:

*1840
254
6399*
In reply to your letter of December 10th I have gone carefully through my files and I do not find the letter that you refer to, and, in fact, the only documents I have retained in connection with this transaction is the original of the agreement of sale between Sosichi Tanaka and Kenzo Otani and Yayeko Otani, (Joint Tenants) on which is noted that the copy was sent to your office. If this document is of any service to you I will be glad to send it along. *Int. file # 732*

*Transferred
to Mr. Wright
12-12-42*
As to the letter from Nario Fujita, if my memory serves me right, it was written in Japanese and was not retained by this office. I am quite sure you will find this letter either in the possession of Y. Yamaga or S. Tanaka.

I am sorry I cannot be of further service in this matter.

Yours truly,

Hal Menzies

HM:K

13536 & 6399

15th December, 1942.

Mrs. Yanko OTANI,
Registration No. 10673,
c/o Peter Duick, Esq.,
Box 159,
Coaldale, Alberta.

Dear Madam:

We have received a claim against you of \$11.16.

This claim has been filed by Messrs. Clappison Bros., Haney, B. C. and if you agree with the statements made by Messrs. Clappison Bros., which have been made to us under oath, and by virtue of the "Canada Evidence Act", we would appreciate your providing us with a cheque for the amount due, made payable to the order of the "Custodian of Enemy Property", in order that we may effect settlement on your behalf.

Yours truly,

R. P. Alexander
Manager

RPA:LF

January 6, 1943.

MEMORANDUM FOR THE FILES

On 6/1/1943 Mrs. McArthur, Mr. Wright, Mr. Alexander and the undersigned discussed the situation disclosed by these files.

Inasmuch as it appears that FUJITA (Bury 732) has no effective remaining interest in this land; that TANAKA (4840) has (normally) the right to take foreclosure proceedings in order to place title in his name; that TANAKA has agreed to sell the lands to the OTANIS (5284 & 6399) and has covenanted specifically to clear title; that no further funds ought to be paid to TANAKA until he has placed himself in a position of clear title; and that he has ample resources from the difference between the sale prior to the OTANIS and the amount due to him from FUJITA to pay all costs of foreclosure proceedings; it was decided that

1. Revenues from the lands should be placed to the joint credit of the OTANIS.
2. Consideration could be given to disbursement of surplus revenues to the OTANIS in case of need.
3. TANAKA should be asked to clear title to the land.
4. For that purpose any consent required by this office would be recommended.
5. No further payments should be made to TANAKA until he has cleared title.
6. Upon such clearance consideration can be given to the respective needs of TANAKA and the OTANIS in view of the facts that probably TANAKA has fairly substantial cash to while the OTANIS are less well placed and also that the land itself is ample security for any money to come from OTANIS to TANAKA on account of the purchase price.

MR
El. Russell.

File No. 5284 ✓
6399 ✓

Reg. No. 10674 ✓
10673 ✓

Date March 17, 1943,

Name OTANI, Kenzo
OTANI, Yaeko, Mrs. Kenzo

Your Account has been ~~DEBITED~~ CREDITED as follows

Rent October 1st. to December 31st., 1942,

Received from A. C. Nichols.

\$30.00

21
Custodian of Enemy Property

Extract from Lease.

Lease No. 383.

Files Nos. 5284 & 6399.

Lessor: The Secretary of State. (Mario FUJITA)

Lessee: A. Claude NICHOLLS.

Date: 12th March, 1943.

Term: 1 year from 1st January, 1943 to 31st December, 1943.

Consideration: \$120.00 payable 1st July, 1943. No Taxes.

Property:

Land: Lot 2 of Lot 1 of N.E. $\frac{1}{4}$ of Section 20, Tp. 12, Map 5430,
C. of T. 109608 E. Municipality of Maple Ridge.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 5/8/43.

6399

I hereby declare that the attached document is a true and exact translation of the original letter in the Japanese language dated September 5th, addressed to Y. Fujita.

"T.U. HIGASHIDA",
Royal Bank Bldg., Vancouver

Declared before me
this 27th day of November, 1943,
at Vancouver, British Columbia.

"D.A.W. CRAMER"
A Notary Public in and for the
Province of British Columbia.

C O C
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C O C
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P P
Y

Fukuoka, JAPAN
September 5th, 1941.

Mr. Yoshiya FUJITA:

Sorry to hear Katsuko is feeling not too well these day. Hope speedy recovery.

I'm building apartment house at Takebata. Started June and end of July hoping to complete. At present I'm re-constructing Shigeharu's office and he seems doing better now. We bought Suteishiyama under my name. This property was owned by Mrs. Takimi and there are portable rails, trucks, even wharfage, and this deal was closed with payment of ¥ 20000 so I'm not coming back to Canada again as I expected to do.

Sumiko's bridegroom to be are youngest son of Mr. Matsuma and wedding to be take place at some time in April, but he been called to Army and expected to be sent to China, so this wedding are off for couple of years.

My affairs in Canada, entrusted entirely upon you, and you can act without my consent.

My debt to Mr. Tanaka; first borrowed \$400.00 and I have not paid him none, so it must be more than \$500.00 with interest, and again I borrowed \$150 to come home with, so grand total to be \$650.00. Consult Mr. Tanaka on this matter and try to dispose my land held by Mr. Tanaka under Mortgage Agreement. Settle his debt and pay doctors and the hospital with balance.

Received \$25.00 from Mr. Otani, so am still owing that much to Mr. Kawashima and Mr. Kawashima's lumber was bought by my name from Mr. Takimoto.

Please settle all this matters as soon as you can manage. Thank you.

I shall write to Mr. Tanaka SR but send my best regard to him by you.

"Norio"

This is a copy of the original letter from Mr. Norio FUJITA, now in Japan, to Mr. Yoshiya FUJITA, File 2761.

File No. 732 Internee
5284 Evacuee
6399 "
4840 "
2761 "

October 16th, 1944

MEMORANDUM

TO: MR. K. V. WRIGHT

FROM: MR. G. H. PEERS

RE: Lot 2 of Lot 1 of H. I. 1/2 Sec. 20,
Tp. 12, Rwy 5430, Dist. of Maple Ridge.

Title prior to sale to Director V.L.A.

Mario FUJITA - subject to mortgage favour Soshichi TANAKA - Dated May 12, 1939.
\$400.00 Int. 6%.

This property has been sold to Director V.L.A. at a price of \$716.00 less arrears of taxes \$41.74 net \$674.26. There will be an additional deduction for legal fees.

There appears on the file a letter supposedly written by Mario FUJITA from FUKUOKA, Japan dated Sept. 5, 1941 in which he asks his brother Yoshiya FUJITA to dispose of his property, and with the proceeds discharge his mortgage to TANAKA and pay sundry other debts. Nothing was done in this connection up to the declaration of war.

In this connection there is a statutory declaration on file made by Yoshiya FUJITA in which he states that his brother, in the letter of Sept. 5, 1941, authorized him to sell the property to TANAKA for the amount due under the mortgage (approximately \$450.00). However the letter instructs Yoshiya FUJITA to sell the property and pay TANAKA, hospital and other debts.

However on Feb'y. 12, 1942, TANAKA entered into an agreement of sale with Kenzo OTANI and his wife Yoko OTANI, covering the sale of the property to them. This agreement bears a special clause quoting FUJITA'S letter of Sept. 5, 1941, and agreeing that the property be allowed to go to tax sale when the OTANI'S would buy it in and in this way extinguish FUJITA'S interest in the property. The sale price was \$825.00 of which \$400.00 was paid on execution.

In view of the above shall I:

1. Have the revenue and sale proceeds of the property transferred to an account in FUJITA'S name.
2. Make settlement to the Evacuee Section for the credit of TANAKA covering the mortgage. (The OTANI'S interest should be protected by the Evacuee Section.)
3. Take steps to settle the debts owing by the enemy. Shown on file as:-
Royal Columbian Hospital \$134.45
Soshichi TANAKA. (In addition to mortgage) 150.00
This should not be done until Mr. Crux has been paid his legal fees.

CHP/O'B

G. H. PEERS

5284
6399

November 10th, 1944.

Mr. & Mrs. Kenzo OTANI,
Registration Nos. 10674 & 10673,
Coaldale, Alberta.

Dear Sir and Madam:

Re: Lot 2 of Lot 1, of N.E. 1/4 of Sec. 20, Tp. 12,
Map 5430, Municipality of Maple Ridge.

According to our files, it appears that on February 12th, 1942, you entered into an agreement to purchase the above described property from Soshichi TANAKA and that according to this agreement you paid to TANAKA, at that time, the sum of \$400.00.

The property has been sold to the Director, Veterans' Land Act, and as this transaction is not recognized by the Custodian, we have credited your joint account with the sum of \$400.00 principal and interest of \$54.00 up to May 12th of this year, making a total of \$454.00, which amount we have charged to Soshichi TANAKA.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH

C
O
P
Y for file 6399

Coaldale, Alta.
Sept. 27th, 1944

To the Custodian,
B. C. Security Commission,
Vancouver, B. C.

Dear Sir:

This will be your authority to pay the following accounts and
charge same to my credit account:

Royal Columbian Hospital	\$ 20.01
Vancouver General Hospital.....	10.75
Dr. J. F. Sparling.....	40.00
Dr. F. Turnbull	15.00
Komura Bros.	3.89
M. Ebisuzaki Co.	6.03

We paid Clappison Bros. in March 1942 by check from Y. Takimoto
therefore cannot pay again.

Yours very truly,

(Signed) Kenzo OTANI #10674
(Signed) Yaeko OTANI #10673

C
O
P
Y

ORIGINAL IN FILE 5284

5284
6399

December 14th, 1944.

Mr. and Mrs. Kenzo OTANI,
Registration No. 10674 and 10673,
Coaldale, Alta.

Dear Sir and Madam:

This is to advise you that in accordance with your wishes expressed in yours of the 27th of September, 1944, we have paid the following claims which were lodged against you:-

1. Royal Columbian Hospital	\$ 20.01
2. Vancouver General Hospital.....	10.75
3. Dr. J.F. Sparling.....	40.00
4. Dr. F. Turnbull	15.00
5. Komura Bros.	3.89
6. H. Ebisuzaki Co.	6.03

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

5284 & 6399

16th April, 1947.

REGISTERED

Mr. & Mrs. Kenso OTANI,
Registration Nos. 10674 & 10673,
c/o Department of Labour,
Lethbridge, Alta.

Dear Sir & Madam:

As requested through the Department of Labour,
we are enclosing herewith Custodian cheque in the amount of \$358.32,
which sum represents your full remaining credit balance in your
joint account. For your information we are also attaching a detailed
statement of the joint account at this office.

Your acknowledgment of this cheque would be
appreciated.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WEL:HA
Encl. (cheque)

5.004
6399

June 10, 1948.

Mr. Kenzo OTANI,
Reg. No. 10874,
Calcutta, Alberta.

Dear Sir:

We have received through the Department of Labour, Japanese Division, your letter of June 1st, in which you advise that certificates of the Maple Ridge Co-operative Produce Exchange have been destroyed by fire, and therefore you are unable to send these certificates in to us.

While it is not the practice of the Custodian to remit funds from the redemption of Maple Ridge Co-operative Produce Exchange shares without the production of the certificates, an exception has been made in this case and we attach hereto our cheque in the amount of \$176.30, which is the proceeds from the redemption of 138 shares at the rate of \$1.27755 per share.

Yours truly,

CHL/fa
enc. (1)
c.c. Dept. of Labour

C. H. Reed,
Office of the Custodian.

MEMORANDUM

6399
File Nos: 6339 and 5284

December 7, 1942

To: Mr. Russell

From: Mr. Alexander

Re: Mr. and Mrs. Kenso OTANI

Attached are both files.

Would you please be good enough to obtain from Mrs. Otani a statement confirming her interest in real estate mentioned in Mr. Davidson's memorandum dated October 30th.

You may also wish to examine carefully File 5284 in an endeavour to clear up the question of ownership. For this purpose you may also wish to borrow from the Enemy Section their File No. 732, and obtain from the Evacuee Section File No. 4840.

[Handwritten signature]

RPA:WAD

*Ans 10/10/42
Mue*

DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA

In the Matter of

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 23 1942

To wit:

Mrs S. Otani.

of the Village

in the Province of British Columbia,

3. William Clappison

of Haney

Do Solemnly Declare that

I am a member of the firm of Clappison Bros, Haney B. C., and
have personal knowledge of the matters herein mentioned.

Mrs S. Otani (Cook at the lumber camp of Y. Takimoto)
is indebted to the said firm of Clappison Bros, in the sum of
\$11.16 for which said firm holds no security.

AND I make this solemn declaration conscientiously believing it to be true, and know-
ing 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
Haney in the
Province of British Columbia this
22nd day of April
A.D. 19 42.

W. Clappison

File
622

This Agreement,

made in duplicate this 12th

day of February

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

BETWEEN

SOSHICHI TANAKA

of the town of Haney, in the
province of British Columbia,
Farmer.

Name,
Address, and
Occupation of
Parties

hereinafter called the "Vendor" of the one part

AND

KENZO OTANI
and
YAYEKO OTANI
"Joint Tenants"

of the town of Haney, in the
province of British Columbia.
Farmer and Wife.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge in the province of British Columbia and more particularly known and described as Lot Two (2) of Lot One (1) of the North East Quarter of Section Twenty (20), Township Twelve (12) Map Five Thousand Four Hundred and Thirty (5430) in the District of New Westminster.

Whereas by Mortgage dated May 18, 1939, Mario Fujita, the registered owner of the aforesaid property did mortgage the said property to Soshichi Tanaka to secure the sum of \$400.00, (Four Hundred Dollars) and WHEREAS the aforesaid mortgage is now in arrears as to principal and interest and WHEREAS by letter dated at Fukuoka, Japan, September 5th, 1941, the said Mario Fujita did agree to assign and convey all his interest and Title in the said property to the said Soshichi Tanaka in full satisfaction of said Mortgage, and WHEREAS it is now impossible to obtain a conveyance from Japan owing to War conditions.

Therefore the parties to this agreement agree that the aforesaid property shall be allowed to fall into arrears for taxes and when offered for sale by the Municipality Kenzo Otani and Yayeko Otani shall be permitted to purchase it in their own names. As soon as the Tax Sale Receipt is secured, Kenzo Otani and Yayeko Otani shall pay the balance of the purchase price and interest as per the attached agreement.

Soshichi Tanaka further agrees that should opportunity arise to obtain Title to the property sooner than by tax sale as aforesaid, he will take whatever action appears expedient to obtain Title for Kenzo Otani and Yayeko Otani at the earliest possible date.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE PURCHASER DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land and above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant therefrom the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness "Halbert Hennes"
Street Address
City "Vancouver, B. C."
Occupation "Notary Public"

"Yayeko Otani"
"Kenso Otani"
"S. Tanaka"

FOR ATTORNEY

My Certify that, on the _____ day of _____, 194____, in the Province of British Columbia, (whose identity has been proved by the evidence on _____) who is personally known to me, appeared before me and to me that he is the person who subscribed the name of _____ to the annexed instrument as the maker thereof, that the said _____ is the same person mentioned in the said Instrument as _____ and is still alive to the best of his belief, and that he, the said _____ knows the contents of the said Instrument and subscribed the name of the said _____ thereto voluntarily as the free act and deed of the said _____ under authority of a power of attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of British Columbia, 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.
If the signature is personally known to the officer taking the same, strike out the

OTHER OFFICER) OF A CORPORATION

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

_____d to subscribe his name as aforesaid, and affix the said _____s legally entitled to carry on business in the Province _____whereof I have hereunto set my Hand and Seal of Office, _____in the Province of _____this _____ day of _____ Lord one thousand nine hundred and forty _____

Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.
If the signature is personally known to the officer taking the same, strike out the

NOTE.—Where the per words in brackets

seal to the said Inst of British Columbia.

that the attached document is a true and correct copy of the original document.

PROVINCE OF BRITISH COLUMBIA
TO WIT:

, of the
, in the Province of British Columbia.

- Sworn before me at
in the Province of British Columbia, this
day of

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

Burr Office Supplies & Blue Printing Co. Ltd

Agreement FOR SALE OF LAND

SOSHICHI TANAKA
AND
KENZO OTANI
and
YATERO OTANI
"Joint Tenants"

dated 12th February, 1942

I **hereby Certify** that, on the **23rd** day of **February** 194 **2**, at **Hanay,** in the Province of British Columbia, **Seishichi Tanaka** (whose identity has been proved by the evidence of

oath of _____, who is) personally known to me, appeared before me and acknowledged to me that **he is** the person mentioned in the annexed instrument as the maker thereof, and whose name **he has** subscribed thereto as part **3**, that **he** know the contents thereof, and that **he** executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at nanaimo in the Province of
British Columbia, this 23rd day of February,
in the year of our Lord one thousand nine hundred and forty -two.

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

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

[illegible]