

8212

REAL ESTATE

BUREAU POWELL STREET
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 8212

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: KINOSHITA Kohana (Mrs. Junichi William)
HOME ADDRESS: 554 E. Cordova St., Vancouver, B. C.
REGISTRATION NUMBER 07162 SEX: Female AGE: 35 yrs.
OCCUPATION: Housewife

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Junichi William

ADDRESS OF WIFE OR HUSBAND: 554 E. Cordova St., Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: Yoshimi (W)

Satoru (W)

Takeo (W)

ADDRESS OF CHILDREN: Same address

AGE OF CHILDREN: 12, 10, 9 yrs.

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

1. LOCATION AND DESCRIPTION: Located at 554 E. Cordova St., Vancouver, B. C. Lot 11, Block 50, D. L. 195

2. BUILDINGS AND OTHER IMPROVEMENTS: 9-room wooden frame dwelling-house, and wood shed

3. INSURANCE (Give particulars; state where policies are) \$2,000.00, policy no. & company unknown. Policy in owner's possession

4. TAXES (Amount and where payable) \$75.00 per annum, payable at City Hall, one year in arrears 1940 paid

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

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

Owner expects to rent house, no definite arrangements made. Will give the making of a lease & collection of rent to Murphy, Murphy, Barristers Rogers & Bay Vane

Handwritten note: Duplicate call for original see on file

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In owner's possession

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN: None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Located at 554 E. Cordova St.,

Vancouver, B. C.

2. LANDLORD'S NAME AND ADDRESS: Owner's house

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:

List of personal property enclosed. Goods now located at 554

E. Cordova St., Vancouver, B. C. Will be left in the care

of Y. Iwaki, 215 E. Cordova St., Vancouver, B. C., who will

leave key with the caretaker.

Handwritten signature: Humphrey Murphy

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

Will be taken to camp, with owner

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: \$2,000.00
policy number unknown Policy in owner's possession

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned to, to whom)
None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None

8. BANK ACCOUNTS: Approx. \$100.00 in R.C.B. C.
Hastings St., Vancouver

9. LIFE INSURANCE: None for self \$2,000 in Sun Life Ins. Co.,
Vancouver, B. C., policy no. unknown the life of Yoshimi.
Policy in mother's possession. Father's beneficiary.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 8th of May 1942.
(Signature) K. Kinoshita

[Signature]
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.O.M.F.

DATE Aug. 26/43

8212

KINOSHITA, Kohana (Mrs. Jenichi Em.)
(Surname in Block Letters)

ation No. 07162

Male - Female ☒
(Check)

Age March 10, 1906

ner Address 554 East Cordova St., Vancouver, B. C.

Date Evacuated June 3, 1942

Naturalized - Canadian-Born - National
(Check) ☒

Present Address Popoff Farm, Slocan, B. C. Ireguno Farm, R.R.#2, St. Catherine, Ont.

Married - Single
(Check)

Name of Wife —

Name of Husband Jenichi Em. #07161

Name of Mother (nee YAGI) Toki (Japan)

Name of Father UKDA, Tamesuke (Dec'd)

Names of Children under 16 —

See Husband's Sheet

Requested by E.C.T.

Registered with Custodian Yes
(Yes or No)

Additional Information Owner of house & property at above address.

EXHIBIT NO. 1264-4

A. ROY HARVEY

DATE

NOV 18 1942

LOEWEN & HARVEY, LIMITEDESTATE AGENTS INSURANCE
MORTGAGES REAL ESTATETELEPHONE
MARINE 4241
CODES
A.B.C. SYSTEM
WESTERN UNION
CABLE ADDRESS
"LOWHAR"FIRE CASUALTY BURGLARY
AUTOMOBILE PLATE GLASS
INSURANCE
AGENTS FOR
EAGLE STAR AND BRITISH
DOMINION INSURANCE
COMPANY LIMITED
OF LONDON AND791 DUNSMUIR STREET
VANCOUVER B.C.

July 11th, 1944.

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

Dear Sir:

Re: Catalogue Nos. 60 & 61 - 554 East Cordova
Street - Lots 11 and 12, Block 58,
District Lot 196.

In giving the valuation on the above two lots - I am treating
it as one (1) property - owing to the fact, while the original house
stood on Lot 11, an addition has been made on the East side of the
building, which is largely on Lot 12. It would destroy the value
of the house to remove the addition.

The two (2) lots are on the South side of Cordova Street,
between Jackson and Princess Avenues. They are about three (3) feet
above the level of the street and a cement retaining wall has been built
across the front to hold the lots. Cement steps and walk lead to the
house. EACH lot is 25 x 122 feet to 20 foot lane.

On this is a nine room house. A portion of the ground floor
has been modernized. The entrance hall gives access on the right to
a living-room 18 x 14, with french doors to a dining-room. To the left
of the hall is a bedroom. At the back of the bedroom and hall is the
kitchen with modern sink and wooden drain-board. To reach this from
the hall, it is necessary to go up one (1) step of the stair and down
again to the kitchen. ALL the above rooms have been re-plastered
and decoration is good. Floors in all the above rooms are of three
inch edge grain fir, sanded and polished, except in the kitchen. Behind
the dining-room and one step above is a bedroom with wood walls and
ceiling. Behind the kitchen is a Japanese bathroom and large porch
with sink for washing vegetables. From the front hall a very steep
stair with top three (3) treads cut down to half the width of the rest
of the stair, leads to four (4) bedrooms. Two (2) at the rear are
very small and those in front have no cupboards. There is a
bathroom with toilet and basin only. Floors are poor and window sash
loose in the frames on this floor.

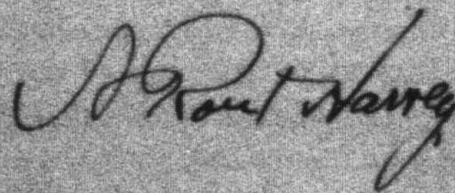
The exterior of the house is drop-siding and paint is good.

The shingle roof is also in good condition. There is no basement and foundations are cement block and wood post, but it was not possible to see the condition of them. The original house appears to have been approximately 21 x 24 feet, two (2) stories, and a one (1) storey addition has been built along the whole East side of this and extended nine (9) feet beyond the rear. This addition contains the bedroom off the hall, enlarged the original kitchen and made possible the bathroom and porch at the back.

In my opinion the property as a whole has a fair value of Sixteen hundred (\$1,600.00) Dollars. If the vacant lot could be sold separately, I would value it at \$200.00, leaving the house and one (1) lot at \$1,400.00.

Yours faithfully,

Loewen and Harvey, Limited.



Director.

ARH/F.
encl. 1.

Files 5512, 5532

April 24, 1946

MEMORANDUM

To: Mr. Spaid.

From: F. G. Shears.

Re: Junichi KINOSHITA, Reg. No. 07161,
Kohama KINOSHITA, Reg. No. 07162,
St. Catharines, Ont.

We should follow our usual procedure and write Junichi Kinoshita saying that our file indicates that he has guaranteed a note to the Royal Bank for the sum of \$1550.00. That as the loan was to his father who is now in Japan, it would appear that the Bank will look to him as the guarantor and we ask whether it is his intention to take this opportunity of relieving himself of his obligation by instructing us to make a payment to the Bank.



F. G. Shears,
Director.

FGB/AS

MEMORANDUM

File No. 5612
5612

April 17th, 1946.

TO: Mr. Sherry

FROM: Mr. Spain

RE: Junichi KINOSHITA, Reg. No. 07161
Ichiro KINOSHITA, Reg. No. 07162
St. Catharines, Ont.

The Sun Life Assurance Company have sent us the two cheques attached, namely, one for \$673.00 in favour of Junichi KINOSHITA and one for \$410.00 in favour of Junichi and Ichiro KINOSHITA jointly, representing loans against two \$5000.00 twenty five year endowment policies.

A review of the liability summaries on both files reveals that all liabilities are in the clear except the Royal Bank of Canada, East End Branch, where Junichi KINOSHITA guaranteed a note for \$1550.00, loaned to his father, Junemon KINOSHITA, now in Japan.

The Manufacturers Life Insurance Company letter of May 27th, 1945, disclosed that a policy for \$2000.00 on the life of the father Junemon KINOSHITA, was assigned to the Royal Bank as security for the loan, but Form D on file indicates that the cash surrender value of this policy at that time amounted only to \$307.50.

As life insurance does not vest, should we withhold delivery of these cheques, or are we under some moral responsibility to endeavour to persuade Junichi KINOSHITA to liquidate his guarantee given to the Royal Bank?

Your instructions will be appreciated.

CS:JMS

Attach.

FILE NO. 8212

April 11th, 1946.

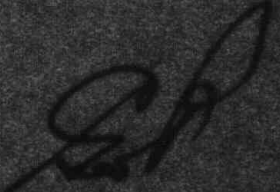
MEMORANDUM - To the File

Re: Catalogue Nos. 60 & 61
554 East Cordova Street
Lots 11 & 12, Blk. 58, D.L. 194

Mr. S. Ashtimichuk, the tenant of 554 East Cordova Street, telephoned the writer April 10th with further reference to \$250.00 which he paid to Dennis Murphy as a deposit to purchase the above property which he is now occupying.

He claims that Mr. Murphy said that he gave a cheque to Mr. Wilson of this office made out in WILSON's name, in August 1944. Hearing voices in the background, the writer took a chance and asked to speak to Mr. Dixon who was previously in this office with Mr. Ashtimichuk. Mr. Dixon, who is secretary of the Law Association, did come to the phone and when I suggested that it was very unlikely that a solicitor would hand a cheque for deposit on a property made out in the name of an individual person in the office, he said he was not acting for Mr. Ashtimichuk. I then suggested that they write a letter to the Custodian asking for any information that they would require, and it would be dealt with.

The question of this \$250.00 deposit came up some time before and there is no record in the Custodian's office of receiving any such sum from Dennis Murphy, the solicitor. However, refer to a letter dated July 28th, 1944, in which an offer to purchase the property was made through Dennis Murphy.


George Peters
Administration Department

GP/10

Green
File No. 8212 (Evac)

October 31st, 1944

MEMORANDUM

TO: MR. G. D. WILSON
FROM: MR. K. W. WRIGHT
RE: Kohana KINOSHITA and
554 East Cordova Street

AKA File 8212

I went over to Mr. Sheppard's office yesterday in connection with the arrears of rent in Mr. Murphy's hands. Mr. Sheppard stated that some days ago he sent a letter to Mr. Murphy, giving him one week to remit and advised that if the matter was not attended to, proceedings would be taken. While I was there, Mr. Sheppard telephoned Mr. Murphy, but could not reach him. We do not, of course, know that Mr. Murphy has received the communication as yet, and according to Mr. Sheppard, he is seldom in his office.

Mr. Sheppard asked his partner, Mr. Lane, to come in, and we discussed the situation fully. I pointed out that Mrs. Kinoshita required funds and that it appeared necessary for us to take proceedings if the funds were not received in a matter of days. Both Mr. Lane and Mr. Sheppard indicated that it might be advisable to proceed along lines that did not involve the issue of a writ.

You might bring this to my attention again in about a week's time, if a further report does not come from Mr. Sheppard.

[Signature]
K. W. WRIGHT

KWW/JF

CC: MR. SHEARS

CANADA

PROV. OF BRITISH COLUMBIA

TO WIT:

: In the matter of the "Legal Professions"
: Act", R.S.B.C.

: - and -
: In the matter of DENIS MURPHY, a Barrister
: and Solicitor of the Supreme Court ex parte

I, STEVE ACHTEMICHUK, of 554 East Cordova Street, in the City of Vancouver in the Province of British Columbia, carpenter, DO SOLEMNLY DECLARE:-

1. THAT in May, 1941, I commenced renting 554 East Cordova Street aforesaid from a Japanese, who asked me to pay the rents into the office of Mr. Denis Murphy, a lawyer having his office in the Rogers Building in Vancouver, B.C.
2. THAT I continued renting as aforesaid and paying my monthly rentals to Mr. Denis Murphy aforesaid, and in 1944 I received a letter from the Custodian of Enemy Alien Property which stated that I could purchase the property I was renting, and when I went in to pay my rent after receiving this letter I mentioned this to said Murphy who suggested that I pay the \$250.00, being one-tenth of purchase price, to him and that I could pay the balance when the Government gave me a clear title.
3. THAT in or about the month of August 1944 I paid the said Denis Murphy the said sum of \$250.00; said Murphy wrote out the cheque making it payable to himself and I signed it.
4. THAT a month or two after paying this \$250.00 I received notice from the Custodian aforesaid to pay any further rentals to Pembertons Limited of Vancouver.
5. THAT said Murphy told me when he took this \$250.00 cheque that it would take a few months to get my title through and if it did not come through I was to get my money back.
6. THAT from time to time during the year 1945 and on at least twenty occasions I called at the office of Mr. Denis Murphy but could never find him in and on Oct. 30th, 1945, I wrote him a letter asking him to refund me my \$250.00 and gave him my address and telephone number therein, and mailed said letter under registered post to said Murphy at his office address in Rogers Building aforesaid.
7. THAT hearing nothing thereafter from said Murphy I again tried to get said Murphy on the telephone and by calling at his office aforesaid on a number of occasions and although all said calls were in office hours I could never find said Murphy in.

8. THAT I then called at the office of the Custodian of Enemy Alien Property in Vancouver making enquiries as to whether they had or had not received this sum of \$250.00 from said Murphy and they told me they would look into the matter and I was finally advised by one Peters of said Custodian's office that said monies had not been paid to said Custodian.

9. THAT I again tried to get in touch with Mr. Murphy and finally did so at his office in March 1946 and said Murphy told me that he wanted to get someone to look over his books to see if the money had been paid out and I waited a week and came back again and Mr. Murphy aforesaid said he found that the \$250.00 had been paid to one Wilson who, said Murphy informed me, had been employed in the said Custodian's office. Said Murphy then asked me to give him a chance to get in touch with said Wilson so I gave him another week.

10. THAT on April 6th, 1946, in an interview with said Mr. Denis Murphy at his office he told me he had located said Wilson but that it would be hard for him to collect the money, and asked me if I wanted him, Murphy, to pay me his own money and I replied that I wanted my money back and he then offered to pay me \$50.00 per week, which I refused, telling him that I wanted my \$250.00. He, Murphy then said "see me on Monday."

11. THAT I am complaining of the treatment I have received from said Mr. Denis Murphy and I want my money back.

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true and to be of the same force and effect as if made under oath and by virtue of the CANADA EVIDENCE ACT.

DECLARED BEFORE ME at the City :
of Vancouver in the Province of :
British Columbia this 10th day :
of April, A.D. 1946 :

"S. Achtemichuk"

"Wm. Warner"

A Commissioner for taking affidavits
within British Columbia

Denis Murphy
BARRISTER & SOLICITOR

430-33 Rogers Building
470 Granville Street
Vancouver, B.C.

TELEPHONE: PACIFIC 2242

Rec'd	JUL 28 1944
File No.	8212
Ans.	
Approved	

July 28th, 1944.

Leaves
41800
Campton
60

Administration Department,
Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings and Granville,
VANCOUVER, B.C.

Gentlemen:

Re: 554 East Cordova St. - File No. 8212

We understand that Mr. Ahtemichuk has agreed to purchase the above property for the amount of \$2500.00. We have received the sum of \$250.00 from Mr. Ahtemichuk as a down payment on the house and he is instructed that Caviot has been registered against the property.

Would you accept this cheque as a down payment on behalf of Mr. Ahtemichuk for the said property, the balance to be paid as and when title of the property can be given to Mr. Ahtemichuk. He has further agreed that the monthly payments will be credited as rent if the sale does not go through and credited as part payment on the purchase price if the same does go through.

Would you kindly let us know if these arrangements are satisfactory to you.

Yours truly,

Denis Murphy,

Per: *[Signature]*

DM/D

CONFIDENTIAL

DEPARTMENT OF NATIONAL WAR SERVICES

RECORD NO.

CAN. 8706/44.

Canada
DIRECTORATE OF CENSORSHIP

PAGE 1 OF 2 PAGES

FROM: J. Kinashita,
Slocan, B.C.

8612

OFFICE OF THE
CUSTODIAN
RECEIVED

OCT 10 1944

TO: Mr. Masao Kashino,
R.R. #1,
Kamloops, B.C.

LIST: None

LIST: None

DATE OF COMMUNICATION
Sept. 22, 1944.DATE OF RECEIPT
OCT 10 1944

KIND OF MAIL

MAIL NO.

REGISTER NO.

SERIAL NO.

LANGUAGE

Japanese

PREVIOUSLY CENSORED BY

STATION DISTRIBUTION

DISPOSAL OF
ORIGINAL COMMUNI-
CATION

PREVIOUS RELEVANT RECORDS

Addressee -
numerous

FOR INTEROFFICE USE

TO BE
PHOTOGRAPHED

PHOTO NO.

TO WHOM PHOTOGRAPH IS TO BE SENT

H
R
C
NS
Released

SENT WITH COMMENT TO-

DIVISION
(OR SECTION)
General

TABLE

EXAMINER
177-156
300

D.A.C.

REVIEWER

EXAMINATION DATE

Sept. 27/44

T.O. DATE

5/44.

INS
only
DISTRIBUTION
CANADA

- 1 CUST
- 1 EA
- 2 LAB
- 1 ND(ARMY)
- 2 RCMP(VAN)
- 2 RCMP(OTT)
- 1 CPC
- 1 CSO
- 2 FILES

13

/LP
OCT. 4

COMMENT

POLITICAL - Re Japanese Property.

Between friends.

"I am afraid that I can not give you a satisfactory reply to your request regarding your property on the coast because I do not know the details of your affairs. The best way for you to do is to send a letter of protest to the custodian regarding the sale of your property by force. According to the lawyer's opinion if you have not received the money from the sale of your property, it will be better for your future. Of course, since we lost our income after our evacuation, it is clear enough that we need the proceeds for our living. Therefore if you need that money, it will be better for you to send the enclosed drafted letter which is suggested by the lawyer to the custodian.

When you send your request you can ask the custodian to send you the statement of your account. At the same time you can state that it is necessary for you to have living expenses.

I am sure once you send your request to the custodian your self support problem will be solved easier and I have no doubt that your trouble will be settled without fail."

Rest of letter of no interest.

Enclosure: One form letter, copy as follows:-

The custodian,
506 Royal Bank Building,
Vancouver, B.C.

Date address.

Dear Sir:

You have informed me that my property known as
----- has been sold.

(legal description if possible)

As you aware, I have never consented to the sale nor ratified it but have at all times and do now object to the sale of my said property. Because, however, I am in destitute circumstances (and because the government has discontinued the advance of maintenance to me) (and because I am now deprived of the income from my said property which I formerly enjoyed) (or as the case may be), I have to request from you, the proceeds of the sale of my property in order to maintain myself (and family) but in doing so I wish it had

SPECIAL NOTICE - The attached information was taken from private communications, and its extremely confidential character must be preserved. The information must be supplied only to those officials whose knowledge of it is necessary to prosecution of the war. In no case should it be widely distributed, or copies made, or the information used in legal proceedings or in any other public way without express consent of the Director of Censorship.

C. S. C. 11

CONFIDENTIAL

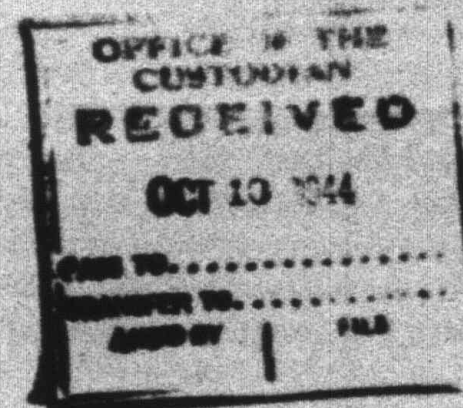
CAN. 8706/44.

Page 2 of 2

clear that it is only being accepted under protest and without prejudice to any rights which I have or may have arising out of what I consider the wrongful sale and disposition of my property.

Yours truly,

Named signed.



DEPARTMENT OF NATIONAL WAR SERVICES

RECORD NO.

CONFIDENTIAL

Canada
DIRECTORATE OF CENSORSHIP

PAGE OF PAGES

FROM: J. W. Kinoshita,
Slocan, B.C.TO: Mr. Acheuthemachu,
554 664 Cordova St. E.
Vancouver, B.C.24 8612
but registered in
name of wife 8312
LIST: NoneOFFICE OF THE
CUSTODIAN
RECEIVED
OCT 10 1944

LIST: None

DATE OF COMMUNICATION
Sept. 26, 1944RECEIVED MARK
TRANSFER TO
INDEXED FILE

KIND OF MAIL

MAIL NO.

REGISTER NO.

SERIAL NO.

LANGUAGE
English

PREVIOUSLY CENSORED BY

STATION DISTRIBUTION

DISPOSAL OF
ORIGINAL COMMUNI-
CATION

PREVIOUS RELEVANT RECORDS

FOR INTEROFFICE USE

None Relevant

TO BE
PHOTOGRAPHED

PHOTO NO.

TO WHOM PHOTOGRAPH IS TO BE SENT

H
R Released

C

RS

SENT WITH COMMENT TO--

DIVISION
(OR SECTION)

TABLE

EXAMINER

D.A.C.

REVIEWER

EXAMINATION DATE

DUPING DATE
1944

General

158 271

IRS
see only
DIST. CANCOMMENT
POLITICAL1 CUST
1 EA
2 LAB
1 ND (ARMY)
4 RCMP
(2 OTT
(2 VAN
1 CPC
1 CSO
2 Files
13EJT/MB
Oct. 5

Relationship not mentioned,

Writer advises addressee to withhold rental of
his property instead of paying it to the Custodian.

Copy of letter follows:

Sept. 26, 1944
Slocan, B.C.

Mr. Achetimichus.

Dear Sir:

First of all I wish to express my sincere thanks for
your kind favor which you given me while I was visiting in
Vancouver last July.With regard to the house which Custodian intent to
sale out without my consent, of course you have still right
to purchase it by agreement at the price which must be same
or better than others bids. But I am now inform you that
I have taken legal action to prevent Custodian action,
therefore Custodian can only sale my property when obtained
judgement in the Supreme Court of B.C. So you can stay in
my house without single worry for sometime.This letter is your authority to withhold your rental
until you hear me again for Mr. Murphy, agent of property
have not transferred collected rental to the Custodian for
past 6 or 7 months. In this effect I have adviced to
CustodianBy return mail I wish you would kindly inform me up
to what month you have paid rental to Mr. Murphy.Again thanking you for your kindness,
I remain

Yours truly,

(Sgd.) J. W. Kinoshita
Slocan, B.C.SPECIAL NOTICE—The attached information was taken from private communications, and its extremely confidential character
must be preserved. The information must be confined only to those officials whose knowledge of it is necessary in prosecution of the war.
In no case should it be widely distributed, or copies made, or the information used in legal proceedings or in any other public way without
express consent of the Director of Censorship.

I.R.B. C. 11

W. EGGLESTON,
Director

CONFIDENTIAL

**LOEWEN, HARVEY & MORFITT,
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

EXHIBIT NO. *1264-2*

NOV 1 8 1940

DATE

FILLED BY

620 WEST BROAD STREET
VANCOUVER, B.C.

TELEPHONE
MARINE 4541
COWES
P.O. BOX 574
WESTERN UNION
CABLE ADDRESS
"WHAR"

April 17th, 1946.

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

Rec'd	APR 17 1946
File No.	8212
Ans.	
Ref. to	

Dear Sir:

Re: Catalogue Nos 60 & 61, 554 East
Cordova Street - Lot 11 & 12,
Block 58, District Lot 196.

As requested I have re-examined the above property and find no change in it except that the condition of the papering and decorating and exterior paint has now two years more wear and tear and that in this regard the property is not in as good condition as when examined some two years ago.

There has however been a general increase in value of property during this period and in my opinion a fair valuation for the property at to-day's date. Two thousand (\$2,000.00) Dollars.

Yours faithfully,

A. Roy Harvey

ARE/T.

Check

REAL PROPERTY SUMMARY

JAPANESE NAME: Kohana KINOSHITA (Mrs. Janichi) Reg. No. 07152 File No. 8212

CATALOGUE NOS: 60 and 61.

PROPERTY ADDRESS: 554 East Cordova Street, Vancouver, B. C.

LEGAL DESCRIPTION: Lots 11 and 12 in Block 58, District Lot 196, Group 1, N.W.D., Plan 196.

TITLE: Registered in the name of Kohana KINOSHITA (Wife of Janichi Kinoshita)

ENCUMBRANCES: Cevest 3599 22/7/44 11:20 Kohana KINOSHITA.
Cevest 3579 was released 26th March, 1946. Title now clear.

Vesting Order filed No. 35322 dated 2nd December, 1942.

ASSESSED VALUES:

Lot 11 - Land	\$ 625.00		
Improvements	\$1000.00	\$1625.00	Taxes - \$85.86
Lot 12 - Land	625.00	\$2250.00.	- 32.81
			\$118.07

CLASSIFICATION: This is a 2 storey 9-room house. The original house 21' x 24' was built on Lot 11 and a 1 storey addition was built to it, which is built largely on Lot 12. Area of the 2 lots is 53' x 122' to a 20' lane.
As this property has not been disposed of I am attaching copies of the original valuation made July 11th, 1944, and a re-valuation made April 17th, 1946. The first valuation gave a value of \$1600.00 and owing to enhanced Real Estate values the second one gives a value of \$2000.00.

HISTORY OF ADMINISTRATION:

Messrs. Murphy & Murphy were appointed rental agents. They leased this property to Steve Achtinichuk as from May 1st, 1942. Term - This lease to expire 3 months after the termination of the present war, and should the Tenant vacate within 12 months from this date, he is to pay the landlord 3 month's additional rent. Consideration - \$32.00 per month on the 1st day of May 1942, and the sum of \$32.00 on the first of each and every month thereafter, and the landlord hereby gives an option to purchase the said house to the said Tenant for the sum of \$3500.00 in cash on terms acceptable by the landlord. Please take note that only Lot 11, Blk. 58, D.L. 196, Gr. 1, N.W.D., was mentioned in the lease.

There are certain chattels listed on and included in the lease. This lease was signed by both Steve Achtinichuk and K. KINOSHITA. Up to date October 1946 there has been collected in Rents - \$1,668.00.

The option to purchase included in Steve Achtinichuk's lease was cancelled by him July 1944. On July 8th, 1944, the Director wrote

wrote

Page 2.

File No. 8212.

him asking him if he wished to exercise his option, he replied by writing the following on the Director's letter:

"To The Custodian,

Please note that I do not wish to exercise the option referred to in the lease mentioned above.

signed "S. Achinichuk".

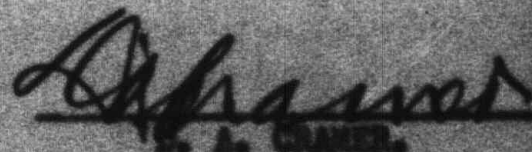
This reply was received by this office July 15th, 1944.

Messrs. Murphy & Murphy who were appointed rental agents for the above property on May 8th, 1942, were replaced by Pemberton Realty Corporation Limited on September 23rd, 1944, as they had collected 7 month's rent without making returns to this office. After some correspondence, Mr. Denis Murphy's cheque for \$212.80, covering the shortage, was received by this office, November 13th, 1944. There is a memo on file dated November 10th, 1944, from Mr. Wilson to Mr. E. E. Wright, which reads as follows:- "Mr. Denis Murphy telephoned me this morning in regard to our claim against him for rent collected at 554 East Cordova Street. Mr. Murphy informs me that his secretary evidently collected the rents from the tenant, giving receipts for same and kept the money as it was not deposited in his Trust Account."

I have found nothing on this file to prevent a sale.

This summary is certified to be in accordance
with information on file.

October 28th, 1946.


E. A. CARTER.

DAC:JS

Atch. - Valuation July 11/44
" April 17/46.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6121

PLEASE REFER TO

FILE NO. 8212

REGISTERED

808 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

8th July, 1944.

Mr. Steve Achtaichuk,
554 East Cordova Street,
Vancouver, B.C.

Dear Sir:

Our file contains a copy of a lease which may indicate that you have an option to purchase Lot 11, Block 58, D.L. 196, known as 554 East Cordova Street.

Under our policy of liquidation this property has been advertised for sale and tenders received.

Without prejudice we are writing to ask you to kindly advise us whether you wish to exercise any option which you may have and your reply in this connection will be appreciated by return.

Yours truly,

F. G. Shears
F. G. Shears,
Director.

Rec'd	JUL 15 1944
File No.	
Date	
Entered	

To The Custodian,

Please note that I do not wish to exercise the option referred to in the lease mentioned above -

FGS/PMH

S. Achtemichuk

WITHDRAWAL OF CAVEAT

TO THE REGISTRAR,
FOR THE VANCOUVER LAND REGISTRATION DISTRICT,
VANCOUVER, B.C.

TAKE NOTICE that I, KOHANA KINOSHITA,
whose address is care of Messrs. Morris & MacLennan,
Barristers and Solicitors, Suite 311, 602 West Hastings
Street, Vancouver, British Columbia, HEREBY WITHDRAW
that certain Caveat lodged herein forbidding the
registration of any memorandum of transfer or other
instrument effecting or purporting to effect any dis-
position of those certain lands and premises in the
City of Vancouver, Province of British Columbia, par-
ticularly known and described as Lots Eleven (11) and
Twelve (12), in Block Fifty-eight(58), in District
Lot One Hundred and Ninety-six (196), Group One (1),
New Westminster District, according to a map or plan
deposited in the Land Registry Office at the City of
Vancouver, in the Province of British Columbia, and
numbered 196, which Caveat was lodged at the Land
Registry Office for the Vancouver Registration Dis-
trict at Vancouver, British Columbia, on behalf of
me, the said Kohana Kinoshita, by my solicitor, John
Arthur MacLennan, of 6070 Cartier Street, in the
City of Vancouver, in the Province of British
Columbia, on the 22nd day of July, 1944 at approx-
imately the hour of 10:30 o'clock in the forenoon, and
numbered number 3599;

AND YOU ARE HEREBY DIRECTED AND AUTHORIZED forthwith to cancel the registration of such Caveat and to enter the Withdrawal thereof.

DATED at St. Catharines in the
Province of Ontario this 15th
day of January, A.D. 1946.

"Kohama Kinoshita"
KOHAMA KINOSHITA

SIGNED AND EXECUTED BY
KOHAMA KINOSHITA IN THE
PRESENCE OF:

William McLean
Thompson
St. Catharines Ontario

AFFIDAVIT OF WITNESS

TO WIT:

PROVINCE OF BRITISH COLUMBIA }

1. Miriam Philip

of Abbotsford, in the Province of

Ontario, MAKE OATH AND SAY:

1. I was personally present and did see the within Withdrawal of Caveat duly signed and executed by Kehana Kinoshita, the Caveator, in respect of the Caveat referred to therein, for the purpose of withdrawing the aforesaid Caveat.

2. That the said instrument was executed

at Abbotsford, in the Province of Ontario.

3. That I know the said Kehana Kinoshita and she is of the full age of twenty one years.

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

SWORN before me at

Abbotsford

in the Province of

Ontario

this 15th day of

June

1946.

"Miriam Philip"

(Ontario
seal)

Nancy Freeman

A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF Ontario

1.8212

Registration No. 07612

Name Mrs. Korana KINOSHITA

Type of Property: Residence

Type of Property: Residence

Description of Land and Buildings: This is a nine room two storey frame residence consisting of living room, dining room, kitchen, two bedrooms, play room and Japanese bath on the main floor. Four bedrooms and one toilet on the 2nd floor. Woodshed in the rear of property. No basement or heating facilities. This house has been very well looked after and is in good condition at the present time. The grounds are in lawn and well kept.

Inventory of Contents: No personal effects to be left on the property.
Property are to be moved to 215 E. Cordova St

of Contents: No personal effects to be moved
Articles now on the property are to be moved to 215 E. Cordova Street
c/o Mr. Y. Iwaraki who will give Murphy & Murphy, Barristers & Solicitors, the key.

<u>Amount</u>	<u>Company</u>	<u>Number</u>	<u>Type</u>	<u>Premium</u>	<u>Expiry</u>	<u>Agent</u>
\$2000.00	Policies and particulars will be given to Murphy & Murphy in the Rogers Building.					

We understand the property is Clear Title.

We understand the property is Clear Title.

Name of Mortgagor _____ Address _____

Name of Mortgagee _____ Address _____

Name of Mortgage _____
 Amount of Mortgage _____ Int. Rate _____ Payable _____
 Principal Repayments _____

Amount of Mortgage _____
 Dates Int. Payable _____ Principal Repayments _____

Mortgage Due

Mortgage Due _____

Recommendations: In accordance with your "JP" form the owner has requested that Murphy and Murphy, Barristers & Solicitors, Rogers Building, manage the property for them. We would recommend that as this is the owners desire, this be confirmed.

PEMBERTON REALTY CORPORATION LIMITED.

Information

This Indenture

made in duplicate the 1st day of May in the year of our
Lord one thousand nine hundred and forty-two.

In Pursuance of the "Short Forms of Leases Act"

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
MAY 20 1942

Between

KOHANA KINOSHITA, wife of J.W.
Kinoshita, of 554 East Cordova
Street, in the City of Vancouver,
in the Province of British Columbia

Insert full Name,
Street Address and
Occupation of each
Party.

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

STEVE ACHTMICHUK, Carpenter, of
777 Cambie Street, in the City of
Vancouver, in the Province of
British Columbia,

hereinafter called the "lessee" of the SECOND PART;

WITNESSETH, that the said lessor doth demise unto the said lessee, his executors, administrators and assigns, 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

described as follows:— Lot Eleven (11), in Block Fifty-eight (58), District One Hundred Ninety-six (196), Group One (1), New Westminster District, according to a certain registered map or plan deposited in the Land Registry Office of the City of Vancouver, British Columbia, and numbered

EXCEPT One (1) room situate on the south-east corner of the second floor, which said room the Landlord may use as a storeroom.

AS WELL AS the following described furniture:

- 1 large rug, now situate in parlor;
- 2 small parlor tables, now situate in parlor;
- 1 water tank in kitchen;
- 2 old tables, (1 in kitchen and 1 in room on south side);
- 2 clothes cabinets, (1 on first floor and 1 on second floor);

All linoleums in the house except extended room on the south side;

All window curtains except kitchen and living room east side downstairs;

6 electric lamp shades (1 in parlor, 1 in dining-room, 2 in kitchen, 1 in living room, 1 in hall. Any of these destroyed, Tenant must replace);

1 Lawn Mower;

70 feet water hose

1 Curtain Stretcher;

1 Book Case, situate in living room;

All window blinds in the house, except in parlor.

From the
1st
day of
May
for the term of
one thousand nine hundred and forty-two
thence-coming the said lease to expire three (3) months after the
termination of the present war, and should the tenant vacate the said
property within twelve (12) months from this date, he is to pay to the
Landlord three (3) months' additional rent.

YIELDING therefor during the said term the rent of
-----Thirty-two-----
to the Owner's Agent
of lawful money of Canada, payable on the following days and times, that is to say: the sum of
Thirty-two Dollars (\$32.00) on the 1st day of May, A.D. 1942,
and the sum of Thirty-two Dollars (\$32.00) on the 1st day of each
and every month thereafter; and the Landlord hereby gives an
Option to purchase the said house to the said tenant for the
sum of Three Thousand Five Hundred Dollars (\$3500.00) in cash,
or terms acceptable by the Landlord.

THAT the said lessee covenants with the said lessor to pay rent; AND to pay rates for water, electric
gas and telephone;
AND to repair; AND to keep up fences; AND not to cut down timber;
AND the said lessor may enter and view state of repair, AND that the said lessee will repair
the said lessee will not use premises as a shop.
AND will not assign without leave. And will not sub-let without leave.
AND that he will leave premises in good repair.
AND that he will not carry on any business that shall be deemed a nuisance on the premises.
PROVISIO for re-entry by the said lessor on non-payment of rent, or non-performance of covenants.
PROVISIO for re-entry on seizure or forfeiture of the said term.
THE said lessor covenants with the said lessee for quiet enjoyment.

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto 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, or tempest, so as to render the same unfit for the purpose of the lessee then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the lessor have been rebuilt or made fit for the purpose of the lessee.

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the said lessee shall hold over after the expiration of the term hereby granted and the lessor shall accept rent, 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.

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 hereto have hereunder set their Hands and Seals.

SIGNED, SEALED AND DELIVERED

In the presence of

Signature of Witness "S. Sato
Street Address 660 Jackson
City or Town Vancouver, B.C.
Occupation of Witness Salesman"

"STEVE ACHTEMICHUK" (Seal)

"K. Kinoshita"

Replace

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

*OK
For Paul P. [unclear]*

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

Your File No. 8212.

July 13, 1944.

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

Attention Mr. F. G. Shears:

Dear Sirs:

Re- Catalogue No. 60 & 61
554 East Cordova Street, and Lot.

In compliance with your request made to the writer on Monday during the course of the conversation with Mr. Shears and Mr. Wright, in regard to the above, I am setting forth the details surrounding the circumstances which have developed.

In doing so, I wish to have it definitely understood that I am not doing so to justify my own position in the matter, which is not subject to criticism, but simply to co-operate with you in seeing that your files are clear as to the actual situation.

As you know, the writer has a number of Jugoslavian clients among which are Mr. & Mrs. Cacic. The latter, at present, own property in which they are living at 1246 Venables Street. This house is situated adjacent to a factory which wishes to acquire the property for plant expansion purposes. They are offering almost double the price the Cacics paid for it, simply to tear it down and use the land. The house is a very poor one and they could never resell it as a dwelling for even what they paid.

While this Company are very anxious to purchase the property in order that there should be no hitch in their expansion plans, they do not intend to proceed with the demolition for some months and are prepared to rent it back to the Cacics until such time as they could purchase another house, give notice to the tenant and obtain possession thereof.

The Cacics canvassed a list of Japanese properties taken from your Catalogue, and the only one which they saw from the outside that they would be interested in purchasing, was the property in question. On my contacting your office, I was advised of the "Duration of the War Lease" and was loaned a copy thereof. This was on or about June 15.

As this lease was similar to that of Muldrew vs Stipac, the validity of which was being challenged in Court within a few days, and which my Solicitors had advised me was void for uncertainty, the offer made to you of \$1,750.00 on June 20 was

July 13, 1944.

Office of the Custodian, (Continued)

formulated after some discussion. The option to purchase by the tenant, incorporated in the lease, was noted and was ignored as it was felt, first of all, if the lease were void, the option would automatically be void. In the remote eventuality that the lease was a good one, the Cacios would have no objection to the tenant exercising his right to purchase at the ridiculously high figure of \$3,500.00.

At this time neither Mr. & Mrs. Cacio nor myself had been on the premises or in touch with the tenant in any way whatsoever.

On June 22, I was advised over the telephone by Mr. Shears, that he had recommended the acceptance of this offer to your disposal committee, who had in turn accepted it for recommendation to Ottawa, with a certain proviso. In view of the asking price of \$1,800.00, which they had previously set and advanced to several parties making previous offers they required that these people be contacted again and advised of the reduction in the asking price of \$50.00, in line with your policy in this connection. Mr. Shears further advised me that in event Mrs. Cacio was prepared to pay the \$1,800.00, which was the amount of the asking price which had been offered to these other parties and already rejected by them, there would be no necessity of re-contacting the people concerned and the recommendation for the sale would go forward immediately to Ottawa.

The alternative was placed before my clients the same afternoon who elected to increase the offer to \$1,800.00 in order to determine the situation. Mr. Shears was so advised by telephone. The following morning, June 23, the writer personally delivered to your office a letter agreeing to this asking price, enclosing Bank Draft in your favour in the amount of \$1,800.00 confirming the deal for which I obtained your official receipt marked "Purchase Price of 554 Cordova Street East".

That afternoon, having occasion to be in the neighbourhood of this property, the writer called at the premises. The purpose of this was mainly curiosity as to how the house was heated as I was aware that there was no basement in the house and presumably no furnace, despite the fact that there are nine rooms.

During the course of a casual conversation with the tenant, I admired the way in which the grounds had been kept up, and the portion of the ground floor which I could see from the verandah was painted and polished. It was obvious that the tenant had great interest in the property and I asked him if he had ever considered purchasing it. He advised me that he had discussed purchasing from the Japanese but the price asked by him of \$3,500.00, was so unreasonable that it could not be entertained, and that he was not in a position to purchase from the Custodian as he did not have the required amount of cash and had accordingly given up any idea of doing so.

Out of idle curiosity I asked him what he considered the property would be worth to him and he advised that he thought he

July 13, 1944.

Office of the Custodian, (Continued)

would be prepared to pay around \$2,500.00 if he could pay the purchase price mainly in monthly payments, more or less in the same manner as rent.

In view of this information I contacted my clients and suggested to them that if, on investigation, the tenant was prepared to confirm such an offer and had a reasonable amount of cash for a down payment, that they consider a resale of the property to him, rather than go through the possible legal complications which might be necessary to obtain possession. Naturally they considered this point well taken and decided that if a decision could be made by the tenant without any undue delay, in order that they could proceed with locating another property, this possibility should be explored.

I accordingly called on Mr. Denis Murphy, Solicitor, who had acted for your office in connection with the property. I advised him of your acceptance of my clients' offer and as the sale of the property automatically terminated his agency position with respect to your office, I asked him if he were acting as Solicitor for the Japanese personally. He advised me that he was not. I then asked him if he were acting in a professional capacity in respect to the tenant and received the same reply. I then advised him of the conversation, outlined above, which I had had with the tenant, and asked him if he were prepared to act for my clients in the matter of a possible sale to the tenant. He stated that he was prepared to do so and on my instructions, wrote a letter to the tenant asking him to come to his office at the earliest opportunity.

Several days later Mr. Murphy advised me by telephone that he had interviewed the tenant who had confirmed his willingness to purchase at a price of \$2,500.00, offering \$1,000.00 cash and the balance on monthly payments slightly larger than the present rental of \$32.00 a month. I advised Mr. Murphy that I would discuss the offer with my clients and advise him in due course as to whether they found it acceptable or not. After discussion they decided to accept this offer and I telephoned Mr. Murphy to arrange an appointment and discuss the details which were to be made subject to, and pending delivery of title to my clients by your office. Unfortunately Mr. Murphy did not keep several succeeding appointments which he made with me, and I was unable to discuss the matter with him before the holiday weekend of July 1.

On Monday morning, July 3, I telephoned Mr. Murphy's office and was advised that he had been called away unexpectedly for two weeks and would not return to his office until July 17. I intended to call on the tenant and develop the details myself in view of Mr. Murphy's absence, but in view of the pressure of business was not able to contact him until later in the afternoon of Tuesday, July 4. He advised me at that time that hearing nothing further from Mr. Murphy he had called at Mr. Murphy's office the previous day, and was advised (which I was not) that Mr. Paul Murphy was handling Mr. Denis Murphy's business during his absence. He accordingly called on Mr. Paul Murphy but Mr. Murphy apparently advised him that due to his lack of knowledge of the situation, the matter would have to stand over until Mr. Denis Murphy's return.

July 13, 1944.

Office of the Custodian, (Continued)

The tenant also advised me that the Japanese owner of the property was in town and, as a matter of fact, had requested permission to occupy a room in the house for the period of his stay in Vancouver. I intended at that time, to call on Mr. Paul Murphy the following morning but as I had to spend the morning in the County Court, that was impossible.

Early in the afternoon of Wednesday, the 5th, I called at your office with the purpose in mind of discussing another matter with Mr. Shears. While waiting I saw Mr. Paul Murphy and the Japanese already in discussion with your Mr. Milsom. As I had not heard from Mr. Paul Murphy, it occurred to me that he might be under a misapprehension as to who Mr. Denis Murphy was acting for in connection with this property. I explained the situation to Mrs. McArthur who arranged for Mr. Murphy to see me immediately and on asking him who he was representing, he advised me that he was acting for Denis Murphy. I then pointed out to him that Denis Murphy was retained by my clients and that it would appear that he had got the situation confused and himself into a very awkward position. On enquiring from him as to whether he intended to act for me, as a substitute for his Brother, he stated that he was immediately withdrawing from the situation and left your office with no further conversation with the Japanese or myself, with the exception that he refused to return to me the documents, mainly the receipt for the property which I had placed in Denis Murphy's hands. This I found satisfactory on the guarantee that they would be returned to his Brother's office pending his return, and there the matter rests at the present time.

The main points which I wish to make quite clear are that Mrs. Cacic's offer was a genuine and bona fide one, which can easily be verified; that at the time of her offer to purchase, neither she, her husband nor myself had in any way, contacted the tenant or discussed a possible sale with him, nor had it ever occurred to us to do so. It was entirely as a result of the information volunteered to me by the tenant subsequent to the purchase of the property (the first time he was ever contacted) that the idea of reselling the property to him on time payments was thought of.

Also I would point out that it would have been impossible for the tenant to purchase direct through your office on the basis of so much cash and obtaining a mortgage for the balance. The Mortgage Companies, as you probably know as well as I do, now refuse to grant mortgages in that area and the spread in prices is not entirely unreasonable in view of that situation. That, of course, has no bearing on the situation as the price was offered by the tenant, not demanded by my clients.

From the writer's conversation on Monday, your file shows very clearly that no offers were obtainable in the neighbourhood of your asking price. That price was met by my clients who, you must remember, were facing the possible legal expenses in connection with the voidance of the entangling lease.

July 13, 1944.

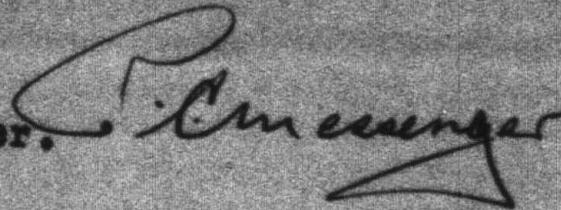
Office of the Custodian, (Continued)

I hope the above information is sufficient to clear up for your files any confusion which may have followed the unfortunate circumstances outlined above, and that you will advise me in due course that the Deed to the property to my clients has been forwarded to Ottawa for signature.

Yours very truly,

H. D. CAMPBELL.

Per.



RCM:JM

Refuse

1246 Venables Street,
Vancouver, B. C.
June 24th 1944.

Dennis Murphy, Esquire,
Barrister & Solicitor,
470 Granville Street,
Vancouver, B. C.

Re- 554 Cordova Street East, Vancouver.
Lots 11 & 12, Bl. 58, D.L. 196

Dear Sir:-

I understand you have a client who may be prepared to purchase the above property for the sum of \$2,500.00 cash.

While I am willing to accept this price for the property, I have not as yet received title to same from the Custodian of Enemy Property. If your client, however, is willing to put up a deposit, I am prepared to bind myself to sell it to him if, as and when clear title to the property is received by myself from the Custodian. I am enclosing herewith my receipt for the purchase price paid by me from the Custodian as evidence of my bona fides in entering into such an arrangement.

If this offer is not accepted by your client by June 30th 1944 I will take it that he is not interested and my offer to sell will be automatically withdrawn.

Yours very truly, *Manda & Lucie*
above May Wife

Encl.

(Mrs. Manda Caie)

PROPERTY MANAGEMENT
MORTGAGES

Campbell & Pemberton

REAL ESTATE AND FINANCIAL BROKERS

Telephone Pacific 9635

508 CROWN BUILDING,
516 WEST PENDER STREET.

VANCOUVER, B. C.

INSURANCE
APPRAISALS

Rec'd	JUN 21 1944
File No.	8212
Ans.	
Referred	HARROP

June 20th 1944.

Your File No. 8212

ATTENTION MR. F. G. SHEARS

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

Dear Sirs:-

Re- Catalogue Nos. 60 & 61 ✓
L 11/12 BL 58 DL 196
554 East Cordova St. & Lot

We have been instructed by our client,
Mr. John Casie, to offer to purchase the above property
for the sum of \$1,750.00 cash.

In order that there should be no misunderstanding
regarding this offer as you have this property listed in
your catalogue under two numbers, the offer covers both
numbers. This would seem to be necessary as the house from
casual observation would appear to be partially situated on
each lot.

We would also draw to your attention that our
client is aware of the lease on the premises to the present
tenant for the "duration of the war".

As Mr. Casie will be leaving with the fishing
fleet very shortly and will not return to Vancouver for a
month or six weeks we would appreciate your immediate
consideration of this offer in order that your decision
can be conveyed to him before his departure.

Yours truly,

CAMPBELL & PEMBERTON,

Per *RCM*

RCM/-

File #8212

6th January, 1947.

MEMORANDUMRe: 554 East Cordova St.

The following tenders on the above property were opened in Mr. Shears' office today:

<u>Tenderer</u>	<u>Amount</u>	<u>Deposit</u>	<u>Valuation</u>	<u>Remarks.</u>
Mr. Wm. Toronoff	\$3,500.-	\$350.00	\$2,000.00	accept 2587
Mr. S. Achtenichuk	2,530.-	253.00		Reject
Reed, Phipps & Davies Ltd.	2,003.-	200.30		Reject
Mr. I. Alekseychuk	1,850.00	185.00		Reject
Mrs. Norma S. Stein	1,800.-	180.00		Reject
Mr. M. Aleksich	1,800.-	180.00		Reject
Mr. J. Wallborn	800.-	80.00		Reject

January 10, 1947.

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

Dear Sirs:

Re: Catalogue Nos. 60 & 61
554 East Cordova Street
11 & 12/58/196

Your letter of December 20th, 1946, enclosing certified cheque in the amount of \$350.00 and offer to purchase, on behalf of your client, Mr. William Toronoff, the above described property for the sum of \$3,500.00, 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, \$3,150.00.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state the nationality of the proposed registered owner, using the enclosed form.

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

The tenant will then be advised that the property has been sold, subject to the existing tenancy, and the owner will then be in a position to assume control of this property.

A copy of the lease covering this property was handed to you today by the writer.

Yours truly,

F. G. Shears,
Director.

GP/EL
Enc. - Information Form

July 5th, 1946

A. C. DesBrisay, Esq., K.C.
Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: File No. 8212.
KINOSHITA, Kohana (Mrs. Jenichi)
Your File 11442.

We have your letter of the 3rd instant requesting certain information on behalf of the Benchers of the Law Society. The following is the information so requested:

1. The Custodian was not concerned with this property (it is presumed you refer to 554 E. Cordova Street, not 534 as in your letter) until May 8, 1942. The Japanese owner had entered into a lease "to expire three months after the termination of the present war" and option "to purchase for \$3500.00 cash or terms acceptable to the landlord" dated May 1, 1942.
2. The name of the Japanese owner of 554 E. Cordova Street was Kohana KINOSHITA.
3. Rent was paid.
4. The Agent named by the Japanese in her declaration dated May 8, 1942 "to make the lease and collect rents" was Murphy & Murphy, Barristers, Rogers Building, Vancouver. This arrangement was allowed to stand until September 23, 1944.
5. Yes. On July 8, 1944 the Custodian wrote to Achtemichuk asking if he wished to exercise any option he might have to purchase this property. On July 15, 1944 the Custodian's letter was returned with a notation signed by Achtemichuk as follows: "Please note I do not wish to exercise the option referred to in the lease mentioned above." A letter on the stationery of Denis Murphy dated July 28th, 1944 was received by the Custodian subsequent to the date thereof.
You will find enclosed copies of letters of July 8th and July 28th, 1944.
6. Yes. Achtemichuk was notified to pay rent to Pemberton Realty Corporation Limited on the 23rd September, 1944.
7. Yes. Achtemichuk continued to pay rent throughout the whole of 1944. This was all received by the Custodian.

V. C. Desbriay, Esq., K.C.

2.

July 5th, 1946.

8. No. Ahtemichuk did not purchase the property in question from the Custodian.

9. No. Mr. Denis Murphy did not at any time in 1944 or thereafter pay to the Custodian on behalf of Ahtemichuk on account of the purchase price of the property at 554 E. Cordova Street the sum of \$250.00 or any amount.

Yours truly,

J. O. Shears,
Director.

Enc. 2

Bourne, Des Brisay & Bourne

BARRISTERS & SOLICITORS

*Royal Bank Building**Vancouver, B.C.*

July 3rd - 1946.

Our File #11442.

Custodian's Office,
Department of the Secretary of State,
506 Royal Bank Building,

VANCOUVER - B.C.

Dear Sir:

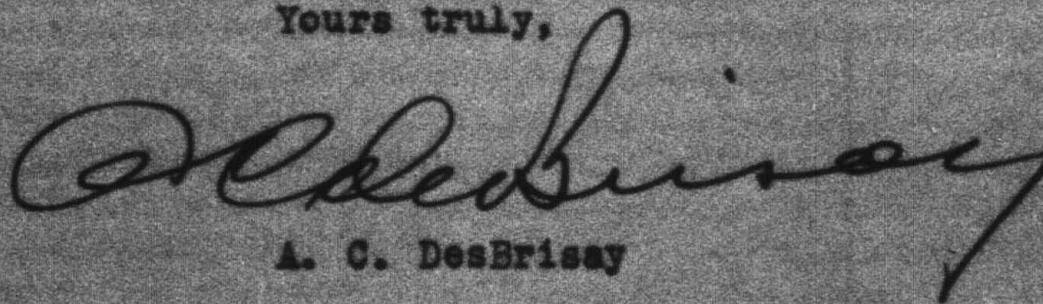
I should appreciate it if you would be good enough to let me have the following information in respect of a matter which is proceeding before the Benchers of the Law Society:

1. Did one Steve Achtemichuk, in May of 1941, rent 534 East Cordova Street from a Japanese?
2. If so, what was the name of the Japanese?
3. Was rent paid by Achtemichuk?
4. Was Denis Murphy authorized to collect or receive the rent and if so when did his authority cease?
5. Did your office in 1944 write a letter to Achtemichuk advising him that the property he was renting could be purchased? If so I would like to have a copy of the letter.
6. Was Achtemichuk notified to pay rent to Pemberton's Limited sometime during the year 1944? If so I would appreciate being furnished with a copy of the notification to Achtemichuk, or at any rate information as to the date.
7. Did Achtemichuk continue to pay rent throughout the whole of 1944? If he did not pay rent, during what period did he fail to do so?

Page 2 - Custodian's Office.

8. Did Achtemichuk purchase the property in question from you? If so, when?
9. Did Mr. Denis Murphy at any time in 1944 or thereafter pay to you on behalf of Achtemichuk on account of the purchase price of the property the sum of \$250.00 or any amount?

Yours truly,



ACB:DS.

A. C. DesBrisay

Catalogue Nos. 60 & 61
File No. 8212
554 East Cordova St., Vancouver
11 & 12/58/196

February 3, 1947.

WILLIAM TARANOFF AND PEARL TARANOFF
(purchasers)

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at January 16, 1947)

	DEBIT	CREDIT
Purchase price	\$3,500.00	
Cheques received		\$3,500.00
Seller's proportion of taxes for 1947 - 15/365 x \$98.10		4.03
Seller's proportion of water paid to Dec. 31/46 - 15/184 x \$12.05		.98
<u>Amount of rent collected</u>		
Jan. 16th to Jan. 31st - 15/31 x \$30.40		14.71
Registration fees on deed - \$3,500.00	11.50	
Insurance premium \$21.20 (Ex. May 15/48) - Unearned portion	9.40	
Balance owing by purchasers		1.18
	<u>\$3,520.90</u>	<u>\$3,520.90</u>

BALANCE OWING BY PURCHASERS \$1.18

Catalogue Nos. 60 & 61
File No. 8212
554 East Cordova St., Vancouver
11 & 12/58/196

Control of the above described property is by us hereby acknowledged
and we agree that all adjustments and incidents in connection with the
sale to us of this property have been settled.

Dated at Vancouver B. C., this 5th day of February 1947.

Signed Pearl & Zernoff
Mark.

435 Howe St
Vancouver, B.C.

Clark
Witness & Signature Signed Wm Zernoff

Sign and return to the Custodian

File 8212/60

8212/60

LAND REGISTRY OFFICE

Vancouver, B.C., June 12th, 1945.

Sir,

Your letter of the 11th. inst., enclosing the Certificate
of Title No. 50295-L therein mentioned, duly received.

Yours truly,

W. C. BROWN,
B.N. Registrar

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Legal & General Assur. Society Limited.	<i>Renewed</i> 11765	<i>Legal & Gen. Assur. Co. Ltd.</i> \$5,800.00	May	15th	1943	No. 554 E. Cordova Street, Vancouver, B. C.
Legal & General Assur. Society Limited.	<i>Expired</i> 11765	<i>Legal & Gen. Assur. Co. Ltd.</i> \$2,000.	May	15th	1943	No. 215 E. Cordova St., Vancouver, B. C.
United Firemen's Insur. Co. of Philadelphia	<i>Renewed by Ins. Co. 11/25</i> 6538	<i>Legal & Gen. Assur. Co. Ltd.</i> \$3,000.	Dec.	27th	1943	No. 554 on the S. side of E. Cordova St., Vancouver, B.C.
Legal & Gen. Assur. Co. Ltd.	14732	<i>Transfer to purchase</i> \$3800.00	May	15	1948	No. 554 E. Cordova St., Vancouver, B. C.

Letter Feb 1947 - forwarded to Mrs. Mrs. H. Danoff - purchasers

December 11, 1944.

Mrs. Kohana KINOSHITA,
Registration No. 07162,
Popoff Farms,
BLOOM, E. C.

Dear Madam:

Re: Fire Insurance
55A E. Cordova St.

Fire insurance on the above mentioned property has been maintained under policies with coverage shown as follows:

United Firemen's Policy No. 6538.
\$1,500.00 on the building and \$1,500.00 on household effects; expires - December 27th, 1944.

Legal and General Policy No. 11765.
\$2,000.00 on the dwelling; expires May 15th, 1945.

The Pemberton Realty Corporation have been appointed as rental agents to look after this property and I advised them on December 5th of the fire insurance as set out above. At the same time I asked them to check the amount covered with the present insurable value and to let us know if there should be any change in their opinion.

We have received word back from Pemberton's in which they advise that the \$2,500.00 on the dwelling should be sufficient.

You will notice the United Firemen's policy comes up for renewal on December 27th next. In view of the above I would suggest renewing this expiring coverage to the extent of \$500.00 on the building, which, added to the Legal and General coverage would give \$2,500.00 on the building; and renew the coverage on household effects to the extent of not more than \$300.00. Our suggestion in connection with cutting down the household furniture to that extent is based on the list of

(over)

Mrs. Kohama KINOSHITA December 11, 1944.

your chattels still shown to be on the property
according to the terms of your lease with Steve
Achtelchuk.

Kindly reply by return mail if the above
suggestion is acceptable to yourself.

Yours truly,

S. M. Gibson,
Insurance Department

END:JS

File No. 5412

June 14, 1945

KIMURA SUMMARY

Mrs. Kohama (Mrs. Janichi) KIMURA
Reg. No. 07362

Against Mrs. Kohama KIMURA the following claims were placed:

1. Dept. of Labor, Japanese Division \$ 75.00
2. Mitsugi HAROLD SHIMURA \$ 5.00
3. Harold H. Caple \$ 85.00

1. The Dept. of Labor, Japanese Division, cancelled their debt against Mrs. KIMURA on March 6, 1945.

2. The claim of \$5.00 by Mitsugi Harold SHIMURA, Registration No. 03169, File No. 12014, was settled on August 3, 1943 by transferring \$5.00 from Mrs. Kohama KIMURA's account to Mr. SHIMURA.

3. Mrs. KIMURA acknowledged the claim of Dr. Harold H. Caple on December 15, 1944 and the final installment of this indebtedness was paid on April 18, 1945.

Claims placed against her husband, Janichi William KIMURA, Registration No. 07362, File No. 5412, are being handled on his file.

No change in
this summary
at this date
Oct 29/1946
for parent

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

G. Peters per Dec
George Peters,
Administration Department

File No. 8212.
Catalogue Nos. 60 & 61.

February 8th, 1947.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Kohana KINOSHITA
Lots 11 and 12, Blk. 58,
D.L. 196, Gp. 1, N.W.D.,
Plan 196.

With reference to the above property which was recorded in the Vancouver Land Registry Office January 30th, 1947, we attach herewith the following documents in connection therewith.

1. Copy of application number 166762-L, dated January 30th, 1947, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 166763-L, dated January 30th, 1947, registering the property in the names of William Taranoff and Pearl Taranoff - Joint Tenants (Deed).
3. Duplicate of Transmission dated January 25th, 1947.
4. Duplicate of Deed dated January 25th, 1947 - Secretary of State to William Taranoff and Pearl Taranoff (Joint Tenants).
5. Certificate of Indefeasible Title number 166763-L, dated February 5th, 1947, covering the above property in the names of William Taranoff and Pearl Taranoff (Joint Tenants).

D. A. Cramer

DAC:JS
Atch.-see above.

8212

February 10, 1947.

REGISTERED A/R

Mr. & Mrs. William Taranoff,
102 Heatley Avenue,
Vancouver, B. C.

Dear Sir and Madam:

Re: Catalogue Nos. 60 & 61
554 East Cordova Street
11 & 12/58/196

We are enclosing herewith Certificates
of Title No. 166763-L, covering the above described property
in the names of William Taranoff and Pearl Taranoff.

We are also enclosing the Legal & General
Assurance Society Ltd., Policy No. 14732, which has been
assigned to you.

POST OFFICE DEPARTMENT ADMINISTRATION DES POSTES EVACUATION SECTION		ACKNOWLEDGE	
This article is being sent by registered mail.		To be indicated A re- ceipt comp.	
REGISTERED ARTICLE No. <u>23699</u>		AFFIX POSTAGE STAMP Apposer les timbres- poste	
SENT BY THE OFFICE OF Registre des biens de succession		RETURN TO: Office of the Custodian, 506 Royal Bank Bldg., Vancouver, B. C. (8212-ML)	
ADDRESSED TO: Mr. & Mrs. William Taranoff, 102 Heatley Avenue, Vancouver, B. C.		STREET AND NUMBER (1) VANCOUVER, B. C.	
NO. 23699-4-1-46		PLACE OF ORIGIN OF REGISTERED ARTICLE Lieu d'origine de l'objet recommandé (1) IN PRINTED CHARACTERS En lettres moulées	
		CANADA	

Title No. 8212

CHARTER, FINEST

April 30th, 1947

Re: Kobun FINEST

Dec. No. 57162

Declared

L.F. Form (List A+B)

May 8/42

to be left at 219 E.
Gordon St.

Sold at Auction

May 18/43

Power Box A

Dishes

1 set dishes

10 pos Japanese dishes

20 pieces Japanese "

6 "

Power Box B

1 cut glass

20 pos cutglass cups

10 "

Power Box C

2 sets Japanese Chama

6 sake bottles

3 Japanese bowls

Power Box D

1 silver tennis trophy

1 cut glass flower vase

2 "

3/4 doz. sake cups

Power Box E

English dinner set

Power Box F

4 pos silver ware

silver dinner set

silver, spoons, forks, etc.

3 female silver trophies

silver set cruet

Power Box G

cut glass 6 cups, pitchers

4 pos cut glass

1 silver flower vase

Power Box H

silver tennis trophy

silver trophy vase

2 boxes containing personal effects

M.D.N.D. Davidson

File No. 8212

- 3 -

CHARTER, SCHEDULE

Declared.

Sold at
Auction

Shipped by Mr. Ellis

May 18/43

April 11/47 Van. 71

Wash tubs & buckets

Laundry

1 parlor electric lamp stand

5 sets of electric lamp shades

1 box Japanese dolls

Flower arrangement set-china

and bamboo

Japanese cut glass 1 den.

Pyrex glass ware

Japanese cut glass pitcher

& vase

Garden tools

2 children's scooters

3 children's sleds

3 roller skates

8 wash pans & boilers

Cedar box

Lady's black fur coat

Silver fox fur

1 Lady's suit

3 " overcoats

10 dresses

10 blouses

4 pair shoes

2 men's overcoats

5 men's suits

3 pair shoes

1 golf set

2 golf pants

2 female pants

2 female frocks

1 tunic

10 colored shirts

4 sweaters - wool

5 blouses

6 bed spreads

12 set bed suite

6 bed pillows

3 wool fabric

7 cotton fabric

beds children clothes

1 women's blouse

April 11/47 Van. 71

May 18/43

cedar box containing clothing
& other personal effects

M. D. S. Davidson

(1) pr. May 18/43

May 18/43

also shipped

2 double beds (without mattresses)

1 bed

1 single bed

1 baby bed

2 baby bassinets

1 set Japanese folding screen with bamboo folding

2 Japanese boy's festival "Hakama" (flying

carp) made by paper.

May 18/43 packed in wooden box

File No. 8212

- 4 -

CHATEL MOBIUS

Declared.

Sold at Auction

Private sale.

7 cushions
other kitchen tools
New stock-wool, silk cloths,
wool yarns
Typewriter

Steel cabinet sink Aug 25/46
Batter, sold June 6th/46 (paid direct)
to Mrs. H. H. H.

Furnished leased with house
& included in lease

1 large rug	April 11/47 Van. 71
2 small parlor tables	" "
1 water tank (fixture)	" "
2 old tables	(1) " "
2 clothes cabinets	(1) " "
all linoleum	" "
all window curtains	" "
6 electric lamp shades	" "
1 lawn mower	April 12/47 Van. 71
70 feet water hose	" "
1 Quaker stretcher	" "
1 bookcase	" "
all window blinds (fixtures)	" "

M. D. N. Davidson

The Custodian office

EVACUATION SECTION

Rec'd JUL 15 1946

File No. 8212

Re file #8212

Referred Return

July 8th/1946
% Japanese form
1542

Castanmont

Dear Sir

I acknowledge receipt of your letter of June 12th in connection with the Sink which I requested you to ship it up here. Now I wish to state that \$50.00 dollars which I received from Mr. Ahtemishuk was a payment on warm heater for which I gave him a receipt so deal was complete at that time. But I did not promised him to sell the Sink with heater. The Sink was packed by Johnson national storage before my evacuation for shipment and kept it in my wood shade. Apparently he has now unpacked the Sink and using it.

At present time I am really need the Sink but if he desire to keep it so much I would sell him the Sink at price of \$100.00 by cash. The cash must be paid at once for I have to buy it one at here.

If he refuse to buy it at \$100.00 and refuse to give up the Sink I would take necessary legal action and same time I would ask him to vacate house within 3 months for the lease agreement call for vacation of the house 3 months after termination of the war.

I wish to inform you another thing that the China cabinet which is not listed in the lease paper left in my house and allow him to use it and also I replaced a smaller new sink, when I taken out the Sink which is in question, for his use and have a another Sink just outside of kitchen as please note in your record in the house.

Hoping to have your early reply in this matter

Yours Truly

R. K. Kishuk

THE HEAD OFFICE OF THE
SUN LIFE ASSURANCE COMPANY OF CANADA
MONTREAL

8212

March 10, 1947.

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

EVACUATION SECTION	
Rec'd	MAR 17 1947
File No.	8612
Ans.	
Referred	<i>W. S. H. H. H.</i>

Dear Sirs,

Re: 2,058,836 - Jenichi William Kinoshita

Enclosed is a photostat copy of a letter received from this policyholder. He is in St. Catharines, Ont. and the records for his policy are presently in the care of our Branch Office in Hamilton, Ont. Evidently he wrote the Custodian's Office in Vancouver endeavouring to arrange for payment of the current premium and ~~for~~ interest on a policy loan indebtedness.

We are passing this along to you in accordance with the policyholder's request.

Yours very truly,

Ch. Rodie
Assistant Supervisor,
Special Section,
Claims Department.

CLB/PAG
encl.

File No. 8212
Reg. No. 07162

Kohama KINOSHITA

Date	Particulars	Debit	Credit	Balance
December 27	Balance as per statement sent	\$	62.27	✓
January 16	Balance rents to date (net)		15.69	
	Credit re Sale of Property		3,306.89	
February 1	Morris & MacLennan - legal fees	25.10		
March 3	Sun Life Assurance Co.	94.50		
March 24	Appraisal fee re chattels	7.50		
April 6	Cheque to you	100.00	72.60 ✓	
April 29	Proceeds Auction Sale	1,228.28		
June 13	Sun Life Assurance Co.	81,455.38	83,479.45	
July 9 -	Paid Interest on loan Sun Life Pol. #201697		60.88	
Sept. 16 -	Cheque to you	1,000.00		
Nov. 27 -	Premium paid Sun Life Pol. #2058836	47.33		
1948	Cheque to you	500.00		
Feb. 11 -	"	415.86		
	"	83,479.45	3,479.45	NIL
				CR \$ 2,024.07

Accounting Department
June 17th, 1947

Mrs. Irena KIMOSITA

File No. 6212
Reg. No. 07162

4

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945 December 22	Balance as per statement sent	\$	\$ 147.28	
1946 February 2	Sun Life Assurance Co.	139.75		
March 19	Sun Life Assurance Co.	47.33		
March 30	Horris & McLennan - fees re caveat	20.00		
June 17	Life Insurance premium	76.70		
August 19	Sale of 1 steel sink		100.00 ✓	
August 21	1946 taxes	96.14		
December 4	Cheque to you	150.00		
December 27	Rents collected 1946		364.00	
	Water rates collected	24.10	24.20	
	Water rates paid	19.19		
	Agent's commission			
		<u>\$ 573.21</u>	<u>\$ 555.48</u>	

OR \$ 82.27

Accounting Department
February 12th, 1947

Koheima KINOSHITA

File No. 8212
Ref. No. 07162

44

Profit

Credit

Belmont

224.00

11.20

lected - March to September

54-17

32.00

Morris & Beckmann - payment of legal fees

Rents collected
Commission

114.87

62.00

Premiums on policy 2015677-2056236

Rents collected
Commission

67.60

10/0

Locke, Lane Guild & Sheppard - services rendered
Additional premium Policy # 11705

Additional premium Policy # 11705

Seeds collected

Commission

1.60

32.00

Rents collected
Commission
Sundry

1.60
12.10

Sunday

10-11-68 - payment on account debt

25.00
25.00

Chaque à son

5.00

8. Achtielichuk - payment on account of water rates

60.00

H. Cople, Dr. - settlement of claim

69.00

Assets collected
Commission

3.20

Cheques to You

23-19

Insurance premium policy # 14732

37.00

132

File No. 8212 3

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945 June 22	Rents collected Commission	1.60	37.00	
July 19	Rents collected Commission	1.60	32.00	
August 4	Land Registry Office - Certificate of Encumbrance		32.00	
August 23	Rents collected Commission Sundry	1.60 12.05	38.00	
September 22	Rents collected Commission	1.60	32.00	
October 22	Rents collected Commission	1.60 85.86 32.81		
November 1	1945 taxes lot 11/58/196 " " 12/58/196		32.00	
November 20	Rents collected Commission	1.60	32.00	
December 22	Rents collected Commission	1.60		

CR \$ 147.28

Kobuna KINOSHITA

File No. 6212
Reg. No. 07162

2

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 June 11	Balance brought forward	\$	\$ 222.48	
June 29	City of Vancouver - 1941, 1942, 1943 taxes	119.66		
	" " " " " "	67.02		
July 14	Rents collected		32.00	
	Commission	1.60		
August 5	Ck 4583 - # 4 Account - Matsuge Satsukura, file 12814 settlement of account	5.00		
August 27	Rents collected		32.00	
	Commission	1.60		
September 4	Ck 5028 - City of Vancouver - water rates to Dec 31/43 554 E. Cordova	25.45		
September 13	Rents collected		32.00	
	Commission - D. Murphy	1.60		
October 23	Rents collected		32.00	
	Commission	1.60		
November 26	Rents collected		32.00	
	Commission	1.60		
December 23	Rents collected		32.00	
	Commission	1.60		
1944 January 28	Rents collected		32.00	
	Commission	1.60		
February 22	Rents collected		32.00	
	Commission	1.60		
February 28	Ck 8398 - Sun Life premium on policy # 2058836	42.91		
June 27	Ck 688 - City of Vancouver - 1944 - taxes lot 11 " " " " " "	56.70		
	" " " " " "	31.90		
July 10	Ck 947 - Kobuna KINOSHITA	100.00		

Kobayashi KIMOSHITA

File 8212
Reg. 07162

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1962 December 10	Rents collected - July - December Commission Sundry per rental statement	9.35 11.05	\$ 157.00	
1963 January 27	Ck 1591 - Certificate of Insurance Vancouver	1.00		
March 2	Ck 2026 - City of Vancouver - taxes 1961 Lot 11, Blk 58, D.L. 196 - \$42.50 Lot 12, Blk 58, D.L. 196 - \$31.25	73.75		
April 1.	Ck 2486 - Pemberton Insurance Corp. Ltd., Balance premiums Legal & General Policies # 11765 - 11766	9.10		
April 8	Ck 2598 - Sun Life Assurance Co. - premium Life Policy (Loss dividend) # 2038836	42.67		
May 13	Rents collected Commission	8.00	160.00	
June 11	Rents collected Commission	1.60	32.00	

CR \$ 222.48

June 12, 1946

Mrs. Kohana KINOSHITA
Registration No. 07162
c/o Tregano Farm
R. A. No. 2
St. Catherine, Ontario

Dear Madam:

This will acknowledge receipt of your letters of May 31, and June 1, 1946 and as requested we are today paying the premium of \$76.70 with the Sun Life Assurance Company Policy No. 2018697 for your son, Yoshimi KINOSHITA.

At this time, we wish to call your attention that we are in receipt of a tax notice for your property and by the payment of the above premium there is credited to your account at the present time only \$5.46, not enough to pay for the taxes.

With further reference to the steel cabinet sink which you wish shipped to you, a statement has been received from Mr. S. Achtmichuk as follows:

"Mr. KINOSHITA stayed in this house for two or three days, about two years ago; during that stay Mr. KINOSHITA sold him a heater, and priced the sink at \$100.00. As he was short of cash, he could not pay it in full, but gave a \$50.00 deposit".

We might say that Mr. Achtmichuk is unable to locate the receipt at the present time. However, he will not give up the sink.

Will you inform us as to what steps you wish to take for its recovery.

Yours truly,

GP:hb

George Peters,
Administration Department.

17th October, 1944.

G.N. McPherson, Esq.,
Executive Assistant,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Mr. McPherson:

Re: Catalogue Nos. 60 & 61
554 East Cordova Street and
500 Blk. East Cordova Street

Mr. W.C. Brown is the Registrar at the Land Registry Office here. Mr. Matheson is the Deputy but I believe is considered to be very competent and in effect carries through most of the business at the Registry Office.

At the time Mr. McLennan filed the caveat we understood that Mr. Matheson advised against it being accepted in the form in which it was presented but that his decision was overruled by Mr. Brown.

From information which came to us later we were led to believe that after the lapse of two months that if no action had started Mr. Brown would then be prepared to remove this caveat. Mr. Sheppard's opinion was that this course should be followed. The result, however, of this effort is outlined in the attached memorandum from Mr. Sheppard.

As long as we are only stopped from proceeding with the sale of the property covered by this caveat there is nothing of particular concern at the present time. However, if by any chance further caveats should be filed and accepted we would then be in a more embarrassing position.

You will note Mr. Sheppard's reference to the effect of a favourable decision in the Exchequer Court. This is of course fairly obvious but the consideration of any further action in the meantime is

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

CABLE ADDRESS: "MAYERS"
TELEPHONE: PACIFIC 2137

Vancouver B.C.
October 15th 1944
ENEMY SECTION
Rec'd OCT 16 1944
File No. _____
Ans'd _____
Refer'd _____

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

Dear Sir:-

Attention Mr. Wright

Re : Kohana Kinoshita
File No. 8212 Evacuee Section

In connection with the Caveat herein we prepared and filed with the Registrar of the Land Registry Office Mr. Shears' Affidavit establishing the lapse of two months and that no proceedings had been taken to continue the caveat, and pursuant to that Affidavit Mr. Brown (the Registrar) set Thursday October 12th, at 10:30 as the time for an argument before him as to whether the caveat should be continued or removed. Mr. MacLennan appeared for the Caveator and the writer for the Custodian. We took the position that the Caveat lapsed after two months as it could not be a permanent caveat in that it did not come within Sec. 205 of the Land Registry Act for the following reasons :-

1. It was not filed by the registered owner. As drafted the Caveator, the one forbidding other registration, was one, J.A. MacLennan, the solicitor.
2. The Caveat was based on the contention that the Orders-in-Council were invalid, therefore the Caveat was not by reason of an instrument which had not been properly executed by the registered owner which might be tendered for registration; the words in Sec. 205 reading "an instrument which has not been properly executed by him might be tendered for resignation" contemplates the caveat being filed where there is outstanding an instrument created by the

Office of the Custodian.

registered owner although not properly executed and which instrument might be tendered for registration, but those words did not include the basis of this caveat for the caveat claim is made on the contention that the Orders-in-Council are invalid and not on any instrument or its lack of being properly executed.

The Registrar stated that as the Section had not been interpreted by the Court, he would not remove the Caveat but would require the Custodian to obtain a ruling by the Court on Summons. The Registrar further stated that at the time he accepted the Caveat he was of the opinion it came within Section 205 and therefore was a permanent caveat; although there had been some controversy in the interval he remained of the opinion he had properly accepted the Caveat. The contention that the Caveat was not filed by the registered owner but as drafted, by Mr. MacLennan who was not the registered owner he described as "technical."

We are of the opinion that the Registrar is in error, that he should have regarded this as a temporary caveat, which lapsed by reason of proceedings not having been taken within two months; that point we have covered in our letter of July 25th, 1944. To remove this caveat there remains an application by Summons to the Court. On such application the only issue should be whether this Caveat comes within Sec. 205, that is whether it was executed by the registered owner and whether it is based upon an instrument not properly executed by the owner.

Strictly the issue as to whether the Orders-in-Council are within the legislative competence of the Dominion does not arise but we have pointed out in our previous letter the practice has arisen in certain of the prairie provinces to refuse to discharge a caveat summarily if there be an arguable point. We are, therefore, apprehensive of the Judge at the hearing, when informed of the action in the Exchequer Court attacking the Orders-in-Council, permitting that issue to becloud the real issue arising on the Summons or otherwise to exercise his indulgence in refusing to deal with the matter summarily. We would be in a much stronger position if the President of the Exchequer Court would deliver his judgment dealing with the validity of the Orders-in-Council. If the judgment were favourable to the validity of the Orders-in-Council then we think there would be no difficulty at all in having the caveat removed forthwith on the return of the Summons, but with the issue of the validity of the Orders-in-Council before the Exchequer Court we fear that an individual judge might

Office of the Custodian.

choose to decline to remove this caveat summarily and to require an action, or even to postpone the hearing until the Judgment in the Exchequer Court be issued. We are of the opinion that he should not do so but we can foresee the danger he might do so, and if the discretion be so exercised we would be placed in a less favourable position for an appeal than if a matter of discretion were not involved but only a point of law, such as the interpretation of the Section.

If the matter should be dealt with at once then of course that is a risk we will have to take but on the other hand if the matter can await the decision of the Exchequer Court and the President can be hurried up in issuing his judgment then we would suggest the matter be allowed to stand.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

F.A.S.

FAS/EB.

C A N A D A
PROVINCE OF BRITISH COLUMBIA
TO WIT :

) IN THE MATTER OF THE LAND REGISTRY ACT, and
(IN THE MATTER OF A CERTAIN CAVEAT FILED on
(July 22nd, 1944 as No. 3599 upon Lots 11 and 12
(Blk. 58, D.L. 196, Group 1, N.W. District, Plan
) 196

I, FRANK GOULD SHEARS, of 3539 West 36th Avenue, in the City of Vancouver, in the Province of British Columbia, Accountant, make oath and say:-

1. That I am the authorized Deputy of the Honourable the Secretary of State of Canada in his capacity as Custodian, in that capacity I am in charge of the Office of Custodian at the City of Vancouver, aforesaid, and as such have a knowledge of the matters herein deposed to save where stated to be on information and belief, and as to such I believe them to be true.

2. That Caveat No. 3599, I am informed by the records of this office, was filed on July 22nd, 1944 in the Land Registry Office at Vancouver aforesaid, against the aforesaid lands and premises.

3. That I have not been served with any proceedings nor with any notice of any proceedings having been taken before a Court or a Judge to establish the title of the Caveator to the said land affected by the said Caveat or his right as set out in the said Caveat, and I believe that no such proceedings have been taken.

4. That I have made a search of the records in the office of the Custodian at Vancouver, aforesaid, and as such I believe that no proceedings have been taken before a Court or a Judge to establish the title of the Caveator to the land affected by the said Caveator or his right as set out in the said Caveat.

SWORN before me at the city of Vancouver, in the Province of British Columbia, this day of October, A. D. 1944.

A Commissioner for taking Affidavits
within British Columbia

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

File No. 3212 (Evac)

September 13th, 1944

MEMORANDUM

TO: MR. F. G. SHEARS
FROM: MR. K. W. WRIGHT
RE: Kohana KONOSHITA and
Lots 11 and 12, Block 58, D.L. 196,
Group 1, NWD, Plan 196, known as
554 East Cordova Street

Information reached me last Friday through Mr. Edmonds that some action is being taken by the Registrar to remove the Caveat.

I went over to see Mr. Sheppard on Saturday morning and he asked Mr. Lane to go up to the Registry Office and ascertain the present position. While I was still there, Mr. Lane telephoned back to say that no change had been made.

I asked Mr. Edmonds to search the title on Monday and have a memo from him, dated the 11th instant, as follows:

"I searched the above described property in the Land Registry Office this morning, and find that Caveat No. 3599, which was registered on July 22nd, 1944, has not been released.

I understand that they have instructions from Victoria not to release any Caveat until sixty days have elapsed, therefore, this Caveat cannot be released until September 22nd.

If, after searching in the Supreme Court and County Court, we find that Mr. McLennan or the Custodian have not done anything in this matter, we can prepare an affidavit, stating that nothing has been done in the above Courts, and have same sworn to, present to the Registrar, and have the Caveat released".

This information has been passed on to Mr. Sheppard.

KWW/JT

K. W. WRIGHT

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

Rec'd	OCT 23 1944
File No.	
Ans.	
Red	

RECEIVED ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE

PLEASE REFER
TO

FILE NO.

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

October 20, 1944.

F. C. Shears, Esq.,
Director,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Mr. Shears:

Re: Caveat & Catalogue
Nos. 60 & 61

I have your letter of October 17th and have discussed this matter with Dr. Coleman. He feels the matter should be allowed to stand for the present as suggested by Mr. Sheppard.

Yours very truly,


G. J. McPherson
Executive Assistant

GJMCP/TC.

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

RECEIVED ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO.

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

August 14, 1944.

F. G. Shears, Esq.,
Director,
Office of the Custodian,
806 Royal Bank Bldg.,
Vancouver, B. C.

Dear Mr. Shears:

Re: Kohana KINOSHITA

Further to my letter of July 31st, I now wish
to enclose a copy of a letter received today from the Depart-
ment of Justice in connection with the above party.

Yours very truly,

F. Carroll

FC.

Miss F. Carroll

DEPARTMENT OF JUSTICE

Ottawa, August 7, 1944.

B-28 "State" B.C.
Re: Kohena Kinoshita

I acknowledge your letter of July 31st.

The course suggested by Mr. Sheppard in his
letter to you of July 25th appears to be in order.

(Signed) F. P. Varcoe
Deputy Minister

Office of the Custodian,
Department of the Secretary of State,
Ottawa, Ontario.

509 Royal Bank Building,
Vancouver, B.C.,
22 August, 1944.

6212
Evacuee

Messrs. Locke, Lane, Guild & Sheppard,
Barristers & Solicitors,
703 Rogers Building,
Vancouver, B.C.

Attention: Mr. Sheppard

Dear Sirs:

Re: Kohana KIMOSHITA and
City of Vancouver, Lots 11 and 12, Block 58,
District Lot 196, Group 1, New Westminster
District, Plan 196, known as 554 E. Cordova

Mr. Shears and the writer were in Victoria last Friday
and we called upon Mr. Crane, Inspector of Legal Offices, relative to
the caveat filed by Mr. MacLennan herein.

You will recall that about a week ago you approved of
our seeing Mr. Crane. He pointed out that the Registrar has not stated
specifically in the notice that the caveat has been filed under Section
205 of the Land Registry Act. Mr. Crane suggested that you should
now interview the Registrar and indicate that proceedings have not
been commenced by the caveator as required by Section 215 of the
Act referred to and therefore, the caveat should be erased from the
record.

We should point out that the notice under Section
209 of the Act is dated the 24th day of July, 1944 and was received
by us the following day.

We enclose herewith the above numbered file and will
be glad to have your early report.

Yours truly,

K.W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/LG
Encl.

LAND REGISTRY ACT.

Caveat No. 3599.

re: Lots 11 and 12, in Block 58, District Lot 196, Group 1,
New Westminster District, Plan 196.

NOTICE is hereby given in pursuance of Section 209 of
the Land Registry Act that the above numbered Caveat has
been lodged by John Arthur MacLennan on behalf of
Kohana Kinoshita, forbidding the registration of any
memorandum of transfer or other instrument affecting the
said lands.

DATED at the Land Registry Office, Vancouver, B.C., this
24th day of July, 1944.

Geo M MacLennan
DEPUTY REGISTRAR.

G. F. Shears, Esq.,
Custodian Mgr.,
Royal Bank Bldg.,
VANCOUVER, B.C.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

ENEMY SECTION

Rec'd JUL 25 1944 ADDRESS: S. MAYERS
TELEPHONE: PACIFIC 7137

File No.

Ans'd

Refer'd

Vancouver, B. C.

July 25, 1944

The Custodian,
509 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Kohana KINOSHITA and
City of Vancouver, Lots 11, and 12,
Block 58, District Lot 196, Group 1,
New Westminster District, Plan 196
known as 554 E. Cordova Street
Your file No. 8212- Evacuee Section

You have asked us for an opinion as to the
effect of the Caveat lodged by Mr. McLennan.

It is evident in the filing of this Caveat that
Mr. McLennan is seeking to bring the matter within Section
205 of our Land Registration Act in order that he might
have the Caveat of a permanent nature, rather than one
that would require him to take action within a limited
time. Section 205 of the Act, namely R. S. B. C. 1936,
chapter 140 reads as follows:

"If the registered owner of land or holder
of a registered charge upon land furnishes
evidence that an instrument which has been
properly executed by him, but which is no
longer valid or operative, or an instrument
which has not been properly executed by him
might be tendered for registration, he may
by leave of the Registrar, to be granted
upon such terms (if any) as the Registrar
may see fit to impose, lodge a caveat with

the Registrar to the effect that no disposition of the land or charge, either generally or as in the caveat specially expressed, shall be registered unless the consent of the caveator is given after notice demanding his consent has been served upon him, or the claimant under the instrument establishes his title in a Court of competent jurisdiction. R. S. 1924, c. 127, s. 205.

There are, in my opinion, two defects in the Caveat which ought to have resulted in this not being accepted for registration.

(1) Mr. McLennan is the real caveator; he is the person who forbids registration of other instruments. This is not in compliance with the Act, which requires the person claiming to be registered owner filing the Caveat.

(2) Even if the Caveat had been tendered by Kinoshita, still we think it ought not to have been accepted by the Registrar for registration, for the reason that Section 205, in our opinion, contemplates filing of the Caveat only when the instrument executed, but not properly executed, by the owner is liable to be tendered for registration. In the present case, what Kinoshita fears may be registered is not the instrument purporting to be executed by her at all. The only instrument which Kinoshita has executed is the form B J and there is no suggestion that that document is about to be tendered for registration within the meaning of Section 205.

Section 211 permits summary proceedings to be brought before a Judge on summons to have such Caveat discharged and such summons may issue on the application of the owner or other person claiming an estate or interest. Therefore, it could be issued on an application by you. If there is an arguable point of law the Court would not dispose of the matter summarily but would direct a trial of the issue. We are, therefore, inclined to the view that if the application were made by summons in this instance the Court, if it did set aside this Caveat on the ground that it was filed by McLennan, the solicitor, and not by Kinoshita, would probably direct a Caveat to be registered under the power conferred by the Court under Section 206.

July 25, 1944

and that such other Caveat continue until a trial of the action or until judgment of the Exchequer Court.

The interest of the Custodian is not diminished by allowing the Caveat to stand and these remedies for its removal continue to be available. We, therefore, see no purpose which would invite or require proceedings by you until such time as the judgment of the Exchequer Court be issued.

Yours truly,

LOCKE LANE GUILD & SHEPPARD

FAS:el

Per: *J. H. Sch.*

509 Royal Bank Building,
Vancouver, B.C.,
25th July, 1944.

2212
Evacuee Section

G.W. McPherson, Esq.,
Executive Assistant to the Secretary
of State of Canada,
Victoria Building, 7 O'Connor St.,
Ottawa, Ontario.

Dear Mr. McPherson:

Re: Kohane KINOSHITA and
City of Vancouver, Lots 11 and 12,
Block 58, District Lot 196, Group 1,
New Westminster District, Plan 196
known as 554 E. Cordova Street

Mr. Shears has already advised you that Mr. McLennan has lodged caveat forbidding transfer of the property above described.

Mr. Sheppard is on holidays but came into the office yesterday afternoon and prior to leaving on the midnight boat for Victoria dictated his opinion. You will find herewith the followings:

- (1) Copy of caveat filed by Mr. McLennan 21st July, 1944.
- (2) Copy of Mr. Sheppard's letter dated 25th July, 1944.
- (3) Copy of Letter from Locke, Lane dated 25th July, relative to endorsement.
- (4) Copy of Letter to the Registrar which accompanied the caveat signed by Morris & McLennan.
- (5) Copy of notice under date of 24th July, 1944 received from the Deputy Registrar by registered mail.

We are of opinion that no action should be taken at this stage although we believe that the Registrar should not have accepted the caveat in permanent form. Our view is that the caveat may only be accepted under Subsection (1) Section 215 of the Land Registry Act as follows:

"215. (1) Where a caveat has been lodged and notice has been served as mentioned in the caveat, then, on the expiration of the period of twenty-one days from the date of the service of the notice, or if no notice

2212

Evacuee Section

has been served, then, on the expiration of the period of two months from the date of the receipt of the caveat by the Registrar, the caveat shall be deemed to have lapsed, unless the caveator, his solicitor or agent, has within the respective period mentioned filed with the Registrar evidence that proceedings have been taken before a Court or Judge to establish the title of the caveator to the land or charge affected by the caveat or his right as set out in the caveat."

and that Subsection (2) of the above numbered Section 215 is not applicable, this reads as follows:

"(2) This section shall not apply in the case of a caveat lodged by the Registrar or lodged on behalf of the Crown or lodged under section 33 or section 205, nor in the case of a caveat lodged on behalf of any cestui que trust, heir-at-law, or person under disability, accompanied by the filing of evidence to the satisfaction of the Registrar that the caveator has a vested interest in the land or charge affected by the caveat."

We believe it would be best to interview Mr. Crane, and subject to your approval and further instructions, will do so when Mr. Shears and the writer go to Victoria on other business the third week in August.

Yours truly,

K.W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/DO
Encls.

COPY
LAND REGISTRY ACT.

re: Lots 11 and 12, in Block 58, District Lot 196, Group 1,
New Westminster District, Plan 196.

NOTICE is hereby given in pursuance of Section 209 of
the Land Registry Act that the above numbered Caveat has
been lodged by John Arthur Maclellan on behalf of
Kohana Kinoshita, forbidding the registration of any
memorandum of transfer or other instrument affecting the
said lands.

DATED at the Land Registry Office, Vancouver, B. C., this
24th day of July, 1944.

"Geo. M. Matheson"
DEPUTY REGISTRAR.

K. W. Wright, Esq.,
Counsel for
The Custodian,
Royal Bank Bldg.,
Vancouver, B. C.

Norris & MacLennan

BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.

J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"

VANCOUVER, CANADA

TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING

602 HASTINGS ST. WEST

VANCOUVER, B.C.

July 22, 1944.

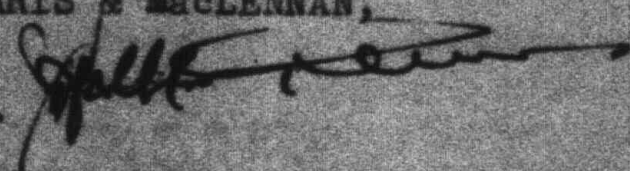
F. G. Shears, Esq.,
Manager, Custodian's Office,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir: re Lots 11 & 12, in Block 58, District
Lot 196, Group 1, New Westminster
District, plan 196, and
re KOHANA KINOSHITA registered owner

We hereby notify you that on the 22nd instant at approximately 10:35 o'clock in the forenoon, Caveat #3599 was lodged at the Land Registry Office for the Vancouver Land Registration District at Vancouver, British Columbia, on behalf of the above-named Kohana Kinoshita, to forbid the registration of any memorandum of transfer or other instrument effecting or purporting to effect any disposition of the said lands and premises unless the consent of Kohana Kinoshita is given, after notice demanding her consent has been served upon her, or unless the Claimant under any such memorandum of transfer or other instrument establishes his title in a Court of competent jurisdiction.

Yours truly,

NORRIS & MacLENNAN,

per 

JAM/CK

C A L L A T

TO THE REGISTRAR

FOR THE VANCOUVER LAND REGISTRATION DISTRICT,

VANCOUVER, B.C.

TAKE NOTICE that I, JOHN ARTHUR MacLennan, of 6070 Cortlar Street, in the City of Vancouver, in the Province of British Columbia, Solicitor of the Supreme Court of British Columbia, forbid the registration of any memorandum of transfer or other instrument effecting or purporting to effect any disposition of those certain lands and premises in the City of Vancouver, in the Province of British Columbia, particularly known and described as Lots Eleven (11) and Twelve (12), in Block Fifty-eight (58), in District Lot One Hundred and Ninety-six (196), Group One (1), New Westminster District, according to a map or plan deposited in the Land Registry Office at the City of Vancouver, in the Province of British Columbia, and numbered 196, and referred to in Certificate of Title found in Register Volume 966, Folio Number 50295 L, unless the consent of the Caveator is given, after notice demanding her consent has been served upon her, or unless the Claimant, under any such memorandum of transfer or other instrument heretofore mentioned, establishes his title in a Court of competent jurisdiction.

The proper address for service of the Caveator is Mrs. Kohama Kinoshita in care of Messrs. Morris and MacLennan, Barristers and Solicitors, Suite 311, 602 West Hastings Street, Vancouver, British Columbia.

In support of the above caveat, I enumerate as follows:

- (1) That the Caveator Kohama Kinoshita is the registered owner of the lands and premises heretofore described.
- (2) That the Caveator is a person of Japanese

origin and the wife of a naturalized British subject, and prior to the outbreak of war between the Empire of Japan and the Dominion of Canada, was residing at 550-554 East Cordova Street, in the City of Vancouver, in the Province of British Columbia.

- (3) That subsequent to a state of war existing between the Empire of Japan and the Dominion of Canada, the aforesaid lands and premises were vested in the Custodian of Enemy property, appointed under and by virtue of the Regulations Respecting Trading with the Enemy (1939), and amendments thereto, as a protective measure only for management and control of the said lands and premises by the said Custodian, as set forth and contained more particularly in Order-in-Council of His Excellency the Governor-General in Council, Number P.C.1665, and dated the 4th day of March, 1942, which said Order-in-Council was purported to be amended, varied and extended by subsequent Orders-in-Council Number P.C. 2483, dated the 27th day of March, 1942, and P.C. 469, dated the 19th day of January, 1943.
- (4) That subsequent to the 4th day of March, 1942, the said Kohena Kinoshita listed her said lands and premises with the said Custodian for her protection and for control and management of her said lands and premises by the Custodian, on the form then used and required by the Custodian and commonly known as a J.P. Declaration, and filed the said Declaration with the office of the Custodian at the City of Vancouver, in the Province of

British Columbia.

- (5) That the aforesaid lands and premises are presently occupied by a tenant and the rentals are sufficient to maintain the property in good standing and condition and to pay all outgoings and to provide revenue for the said Kohene Kinoshita, and the liquidation of the said property is not necessary for the protection of the same.
- (6) That the said lands and premises have heretofore been advertised for sale by the said Custodian.
- (7) That the office of the said Custodian at Vancouver, British Columbia, verbally informed the said John Arthur Maclellan on the 19th day of July, 1944, that the said office of the Custodian had recommended on or about the 12th day of July, 1944, that the said lands and premises be sold and transferred to a prospective Purchaser, whose name is unknown to the Custodian, and that documents to effect such transfer of the said lands and premises were being prepared.
- (8) That such sale or agreement to sell or transfer the said lands and premises is without the consent and against the will of the said Kohene Kinoshita, and she objects to the same.
- (9) That the said Custodian is about to tender to the said Registrar of Land Titles, at Vancouver, British Columbia, an instrument of transfer of the said lands and premises not being properly executed by the said Kohene Kinoshita.
- (10) That the said Custodian is without the power or right to sell

(4)

dispose of or transfer the aforesaid lands and premises and that the aforesaid Orders-in-Council are invalid and unconstitutional and ultra vires the power or authority of the Parliament of the Dominion of Canada or the Governor-General in Council and the War Measures Act R.S.C.1927, Chap. 206.

(Solicitor for the Covenor
Kohama Kinoshita.

DATED at Vancouver, B.C., this 21st day of July, A. D. 1944.

I, the above-named JOHN ARTHUR MacLENNAN, of 6070 Cartier Street, in the City of Vancouver, in the Province of British Columbia, Solicitor of the Supreme Court of British Columbia and Solicitor for the above-named Kohama Kinoshita, MAKE OATH AND SAY that the allegations in the above content are true in substance and in fact, as I have been informed and verily believe.

SWORN BEFORE ME at the City of Vancouver,
in the Province of British Columbia, this
21st day of July, A.D.1944.

A Commissioner for taking Affidavits
within British Columbia.

NFC - 2 1947

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

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

8212

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

- (1) NAME Kinoshita Kohana wife of Jenichi W. (RCMP) Reg. No. 07162.
(Print) Surname Given Name Kinoshita.
- (2) Pre-Evacuation Address 554 Cordova St East. Vancouver, B.C.
- (3) Present Address e/o Tregunno Fruits Farm. R.R. No. 2. St. Catharine, Ont.
- (4) REAL ESTATE
- (a) Street Address (if any) 554 Cordova St. E. Vancouver, B.C.
City or Municipality Province
- (b) Legal description (lot number, block number, section number, etc.)
Lots 11. 12. Block 58. D.L. 196. Group 1. New Westminster District.
Plan 196. City of Vancouver, B.C.
- (c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business
(iii) Business
(iv) Any other type of property (describe)
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Sole Owner.
- (e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$ 4500.00
(ii) Buildings - - - - - \$
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 4500.00
(v) Amount at which Custodian sold property and credited your account - - - - - \$ 1000.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - - \$ 3500.00
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
554 Cordova St E. Vancouver, B.C.
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
Own House.
- (c) How stored or packed at time of evacuation Rented to house tennant with House.
to Steve Achetanachu.

(over)

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

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

1. Parlor Bag and Linoleum in the Rooms.	Estimated Value \$251.00
2. Kitchen chairs and 1 table.	Estimated Value \$30.00
3. 2 cloth cabinets.	Estimated Value \$35.00
4. 1 Kitchen 40 Gallon Tank.	Estimated Value \$15.00
5. 1 Parlor lamp stand and 5 lamp shades.	Estimated Value \$45.00
6. Lawn mower and Garden Tools.	Estimated Value \$60.00
7. 70 Foots W Water hose.	Estimated Value \$43.20
8. Window Curtains and Blinds.	Estimated Value \$8.00
9. 1 Book case and 1 China cabinet.	Estimated Value \$60.00
10. Estimated Value \$	Estimated Value \$72.60
TOTAL CLAIM FOR PROPERTY LOSS \$	554.60

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

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

(g) (a) Place at which claimant prefers to be heard.
(b) Do you require the services of an interpreter at the hearing? Yes or No

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

DOMINION OF CANADA
of
TO WIT:
I, *W. H. [Signature]*
in the County of *St. Lawrence*
of the Province of *Quebec*
do solemnly declare that:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".
DECLARED before me at the City of *St. Lawrence*
in the County of *St. Lawrence*
this 18th day of *November*
A.D. 1947.
[Signature]
A Commissioner etc.

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

Note. Above personal Properties sold by auction at \$72.60

Total personal Properties are \$627.20

Less

72.60 ✓ Loss \$554.60 ✓

IN THE MATTER OF THE "INDIAN ACT"
PART I, DIVISION STATUTES OF CANADA 1907, CHAPTER 59.

INDIAN PATENT CLAIMS COMMISSION

REPORT

AND REPORT, JOHN F. A. WATKINS, SUB-COMMISSIONER

Ottawa, Ontario,
November 15, 1908.

IN THE MATTER OF THE CLAIM OF
INDIAN PATENT

REPORTING AT HEARINGS

APPENDIX

Mr. L. G. WATKINS, Esq., B.C.,

appearing for the
British Govern-
ment.

Mr. F. W. WATKINS, Esq.,

appearing for
the Claimant.

Mr. J. WATKINS, Esq.,

Secretary

Mr. J. WATKINS, Esq.,

Official Inter-
preter.

Mr. J. WATKINS, Esq.,

Official Reporter

Q. Kladitsa,
in this.

was brought in the wife's name. I suggest we have the
husband make the rest of it.

Q. You were living with your husband from the
time you bought this house to the time of execution?

A. Yes.

Q. THE HUSBAND: Who is making the
claim?

MR. WYNN: The woman.

Q. THE HUSBAND: She had better prove
her claim then.

MR. WYNN: The husband obviously knows what
it is all about, and he put it in his wife's name. I
am suggesting this for the purpose of shortening it
down.

MR. WYNN: Go ahead.

MR. WYNN: You are satisfied if I call the
husband concerning this?

MR. WYNN: I think you had better go
about with the personal chattels with the wife, then
you can tell the husband about the real estate, and if
he can sign the personal chattels, all right.

MR. WYNN: I am showing you another form
here entitled Personal Chattels in that your signature
at the bottom.

A. Yes.

Q. Was this form prepared under your instruc-
tions?

A. Yes.

Q. Do you swear the contents are true?

A. Yes.

(PERSONAL CHATTELS CLAIM FORM MARKED NUMBER 2)

4.
K. Kinoshita,
In chf.

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MR. OFFER: I tender as Exhibit 4 the
Analysis of Personal Property URMia.

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

MR. OFFER: You are quite familiar with all
these items of furniture which you had in your house?

A. Yes.

Q. I notice that practically everything you
have listed in the form I just showed you was bought
in 1946. Was that soon after you bought the house?

A. Yes; when we first bought the house it
wasn't in very good condition.

Q. I am talking about the chattels.

A. We spent money on repairs after we
first moved in and when that was all taken care of,
then we put in furniture.

Q. So that you furnished all your house prior
to furnishing it? A. Yes.

Q. Where was this furniture left at the time
of evacuation?

A. It was left in the house.

Q. Who took over the house after you left?

A. The Custodian.

Q. Were the window curtains and blinds left in the
house? A. Yes.

Q. They were all in place, were they?

A. Yes.

Q. What kind of rug was this, a parlor rug?

A. Yes, 9 x 12, it was shag wool.

Q. What type of rug was it?

J. Hinchliffe,
in chief.

Q. Were you involved in the transaction in which you purchased the property?

A. Yes.

Q. Are you familiar with any improvements that have been made since to the property subsequent to its purchase?

A. Yes.

Q. What was your occupation?

A. I had about for 20 years with the Royal Bank of Canada.

Q. You are familiar with business transactions?

A. Yes.

Q. You bought this house for \$1000. in 1950, would that be correct?

A. Yes.

Q. You are now claiming \$4000. for the house. How do you explain that?

A. Because the house was in very very poor condition. The city had instructed it to be torn down and I bought it for \$1000. and very extensive repairs were made all over the place, outside and inside, and the garden, and painting, and making it a modern house.

Q. What do you mean by that. did you renovate the kitchen?

A. The kitchen, dining room and living room and hall, and I made an extension on one side, and there was painting and varnishing and putting in a new floor and a new ceiling and roof.

Q. What about the cement retaining wall?

A. I had to make about walls in front of my

J. H. H. H. H.
In 1917.

house to level up my property above the street.

Q. What kind of foundation was in the house
when the purchase was made? A. Very bad,
it was all rotten.

Q. What kind of foundation did you put
into it?

A. I put 4 foot square blocks underneath
and 12 x 12 timber on it.

Q. How much plastering did you do in the
house? A. I did all the main floor.

Q. All the main floor?

A. Yes, the living room and dining room and
kitchen and hall.

Q. You didn't do anything upstairs or did?

A. I didn't do upstairs.

Q. There were nine rooms in the house?

A. Yes.

Q. What about the floors of the house?

A. I put a new floor downstairs in all the rooms.

Q. What type of wood was that?

A. I can't say exactly.

Q. Would it be called a hardwood floor?

A. No, it is a No. 1 floor.

Q. What about the wiring in the house?

A. I had an electrician do the rewiring all
over the place. When we took the walls off we put
new wiring between the walls.

Q. It was all taken down and rewired?

A. Yes.

Q. What about the plumbing and piping in the

Q. Now, this is the same way. The house was very old and the pipes were taken out and up into the space above the ceiling.

A. It was similar to the same way. The house was very old and the pipes were taken out and up into the space above the ceiling.

Q. What is this extension you built on the house?

A. There was an extension on the west side of the property 2 x 24. It was all stone or masonry.

Q. What is that a picture of?

A. This is a picture of my house.

Q. Now, where is this extension you are pointing at?

A. This part, this is the west side. It is 2 x 24.

Q. Is that extension which you are showing me is a part of little commercial affair with a balcony and it is a one story structure?

A. Yes.

Q. On the left hand side of the picture looking at the picture?

A. Yes.

MR. CANNON: At the request of counsel for the plaintiff I tender a photograph of the property.

(EXHIBIT OF PLAINTIFF'S PROPERTY MARKED EXHIBIT NO. 6)

MR. CANNON: Now did you do any painting in repainting?

A. Oh yes, very extensively.

Q. Do you mean the whole thing or part of it or what?

A. Well besides painting the whole house, and the painting was two coats, usually three coats.

J. Hinchey,
CR. 62.

of the evidence.

Q. Now, it is suggested in the analysis that this particular rug is a rug rug, what do you say about that? What kind of rug was this particular rug?

A. It was a very good rug. I don't know much particularly about it.

Q. Did this rug have much wear and tear -- you bought it in 1940 -- did it have much wear and tear? A. No.

Q. I want to file as Exhibit 10 an appraisal of the rug. This appraisal is made on March 22nd, 1941, and is made by Fred Hutchinson.

(EXHIBIT 10 REFERRED TO NUMBER EIGHT
NO. 10)

Q. There is a rug here, 8 x 12, appraised at \$50. Can you give any explanation as to why that appraisal should be so low? I think you told my friend you paid \$100 for it. Was there much wear and tear on the rug when you were there?

A. Not when we were living there.

Q. It was new when you bought it?

A. Yes.

Q. What did you pay for the linoleum?

A. I can't say exactly, but around \$150 to \$200.

Q. Did that include the cost of laying it down? A. Yes.

Q. That was for linoleum?

A. Yes, for eight or nine rooms.

Q. Now, you have a lawn mower and garden tools buried together, and the price put on it is \$50. Now

J. Kinsella,
SR. SR.

18.

Q. How did you pay for the lawn mower?

A. I think about \$30. or \$25.

Q. What make of lawn mower was it?

A. I don't know.

Q. Where did you buy it?

A. Mac & Mac's Wholesale.

Q. Where was your garden; on the front

A. The back and side of the house.

Q. Why would you need more than one hoe?

A. Because when we were cleaning up the back

there was a very bad condition and we put the gardener

in, and had two or three hoes to help him.

File No.
8212

DEFENSE BRIEF

Kohana KINOSHITA
(Mrs. Jenichi Wm. KINOSHITA)
Reg. No. 07162

File No. 8212

Case #1264

Toronto, Ont.
Nov. 18, 1948
Case #1264

*Case 1264
File 8212*

REAL PROPERTY CLAIM - GROSS -

<u>Gross Claim</u>	<u>Appraisals</u>	<u>Sold for</u>
\$4500.00 Total as original and Revised Claim Exhibit #1	\$1600.00 and \$2000.00 Cat's. #60 & 61	\$3500.00 at Tender

Witnesses- 1. A. Rout Harvey,
Appraiser.

2. F.G. Shears,
re appraisal
and
Tenders

Submissions:- Some relative figures are shown below:-

<u>Claimant's</u> <u>purchase</u> <u>1939</u>	<u>Claimant's</u> <u>Improvements</u> <u>1939-40</u>	<u>Claimant's</u> <u>Claim</u> <u>value</u>	<u>Assessed</u> <u>Value</u> <u>1946</u>	<u>Appraisal</u> <u>Value</u>	<u>Sale</u> <u>Price</u> <u>Jan 1947</u>
\$1000.00	\$3500.00 approx.	\$4500.00	\$2350.00	\$1600.00 and \$2000.00	\$3500.00
Exhibit #1	Exhibit #1	Exhibit #1	Exhibit #7	Exhibit #2	Exhibit #1

Taxes 1946- \$98.10

Having practically rebuilt the Buildings at 554 East Cordova Street which the Claimant estimates at a cost of \$3500.00, and adding that to the cost to him of \$1000.00, the present claim value is arrived at. However neither the City Assessor or the appraiser, has been able to come even close to his claim value. It seems that the Assessor has given a substantial value to the land in assessing each lot at \$625.00. It seems too that he has not regarded the "Improvements" very highly when placing a value of \$1100.00 as he did in 1946.

The appraiser has boosted his value from \$1600.00 in 1944 to \$2,000.00 in 1946, due, as he says, to "general increase in value of property", thereby allowing Claimant the benefit of any recent increase in value.

File No.
8212
Kohana KINOSHITA,
Reg. No. 07162.

- 2 -

Case #1264

PERSONAL PROPERTY CLAIM GROSS-

<u>Gross Claim</u>	<u>Appraisal</u>	<u>Sold for</u>
\$627.20 Total as original and Revised Claim Exhibit #3		
(a) \$ 392.20	\$79.50 Ross Auctioneers, March 1947	\$81.00 at Auction
(b) 175.00	Nil	Declared: not found.
(c) 60.00 \$ 627.20 as above	"	No record at any time.

Witnesses:

1. Glen W. Ross of Ross Auctioneers,
Appraiser and Auctioneer.
2. Wm. Wills,
Staff.
3. F.G. Shears,
re appraisal

Submissions:- According to J.P. Form, Exhibit #5- "Goods now located at 554 E. Cordova St. Vancouver, B.C. will be left in care of Y. IWARAKI, 215 East Cordova St. Vancouver, B.C, who will leave key with Murphy & Murphy, Barristers". They were replaced by Pembertons, Sept. 23/44, having proven to be unsatisfactory. Certain of the chattels were included in the Lease to Achtimichuk signed by Kohana KINOSHITA.

Ross Auctioneers appraised "goods at 554 Cordova St. East" on March 22, 1947, as appraisal on Claim file. These were sold at Auction April 11, 1947 and brought slightly more than appraisal. Exhibit #4 seems to give the details as far as known, and deals with all chattels that are the subject of the claim, also an additional \$8.25 not in claim.

BRD/DD

February 24, 1949

File No.
8212
Kohana KINOSHITA,
Reg. No. 07162.

- 3 -

Case #1264

<u>Summary of Defense Witnesses</u>	<u>Where Required</u>	<u>Summary of Documents to be filed</u>	<u>Witness proving same</u>
A. Rout Harvey	Appraiser Realty		
F.G. Shears	re Appraisal and Tenders		
W. Glenn/Ross of Ross Auctioneers	Appraiser and Auctioneer Chattels		
Wm. Wills Staff,	Auction Chattels		
F.G. Shears,	re appraisal Chattels.		

BRD/DD

February 24, 1949

Name of Claimant

KINOSHITA, Katsun

Case 1264

Custodian File

5212

REAL PROPERTY									
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total	
7500.00	175.00 12.50								187.50

PERSONAL PROPERTY							
Motor Vehicles				Boats and Boat Gear			
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column

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

MISCELLANEOUS CHATTELS							
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price
149.35	61.00	24.30	47.50%	397.04	190.24		274.54
TOTAL RECOMMENDATION							468.54

December 8th, 1950.

Mrs. Kohana KINOSHITA,
730 Buelia Avenue,
Toronto, Ontario.

Dear ~~SKY~~ Madam:Re: Japanese Property Claims Commission

Case No. 1264

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$402.04.

Cheque in your favour is enclosed for \$378.77
and we have paid the Co-Operative Committee .. \$ 23.27
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.

CLAIM NO. 1264 - Kohana KINOSHITA

Claim is made in respect of a dwelling at 854 East Cordova Street, Vancouver, sold in December 1946 at the sum of \$3500.00.

The assessed value in 1946 was \$2350.00. It was appraised in 1944 by Rout Harvey at \$1600.00 and was re-appraised in April 1946 at \$2000.00, the increase being stated to be attributable to the rise in property values which had occurred in the interval.

Many tenders were received by the Custodian for this property, ranging from \$315.00 in 1944 to \$3500.00, the price offered in December 1946.

Counsel seeks an additional award in consequence of the fact that it has been shewn that the property was re-sold in June 1948 at \$6590.00 by the purchaser, who had spent some \$500.00 on painting, re-decorating and the installation of a shower.

Although Government Counsel had proposed an additional award of \$800.00, I did not consider that the evidence warranted any special consideration being given, and directed that the over-all recommendation should apply.

H. I. BIRD

Commissioner.

February 3rd 1950.