

12211

EXHIBIT No. 114
DATE OCT 1 9 1940
FILE No. 12211
FILLED BY R A B Hinkle
MAR 1 1943
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: *Taiji Tabuchi*
HOME ADDRESS: *1842 Adanac St. Vancouver City*
REGISTRATION NUMBER *09006* SEX: *male* AGE: *80*
OCCUPATION: *Radio Engineer*

(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:

MARRIED? *Single*

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: *1842 Adanac St. E. Lot (2) in block nine (9) in subdivision "E" of district lot one hundred and eighty three (183) Group one (1) New Westminster district - 4 room stone building with basement & double garage unfinished new interior wall paper, new furnace. attic. House fully painted, new fence, improved garden with front lawn & rockery garden.*
2. BUILDINGS AND OTHER IMPROVEMENTS: *& double garage unfinished new interior wall paper, new furnace. attic. House fully painted, new fence, improved garden with front lawn & rockery garden.*
3. INSURANCE (Give particulars; state where policies are): *Insured by the Corporation.*
4. TAXES (Amount and where payable): *Over \$90.00 a year included in the payment on the building.*
5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed): *none*
6. OCCUPANCY AND LEASES (If vacant so state): *Rented to Mr. Charles Salmon of Woodville without lease.*

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: *With the Corporation*
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: *Brother & Mother*
9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: *1242 W. Main St E. 4 room street building with unfinished attic and basement & double garage*
2. LANDLORD'S NAME AND ADDRESS: *Taiji, Yoshio, Sakae Tabuchi, 9107 S. Mori, R.R. 2, Kelowna B.C.*
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: *Rent paid up to the month of January.*
4. STATE WHEREABOUTS OF LEASE: *none*
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: *odd pieces of furniture & garden tools stored in the attic and basement of the house.*
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS *none*
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY *Sakae & Yoshio Tabuchi, all in care of S. Mori, R.R. 2, Kelowna B.C.*

4. INSURANCE CARRIED ON ABOVE PROPERTY: *By the Corporation*

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: *none*

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) *none*

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

8. BANK ACCOUNTS: *none*

9. LIFE INSURANCE: *Sakae Tabuchi insured with the B. C. Mutual Benefit Association.*

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 fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

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

Dated this *25* day of *February* 194*2*³

(Signature)

S. Tabuchi

Pat Shum
Witness

FOR DEPARTMENTAL USE

Q.T.O.

✓
INFORMATION FROM R.C.M.P.

Date

Sept 11/43
Mar 23/43

Our File No. 12211

Full Name

TABUCHI, Taiji

(Surname in Block Letters)

Registration No. 09006

✓
Male - Female
(check)

Age

Nov 9, 1912

Former Address

Woodfibre B.C.

1842 Adanac St. City

Date Evacuated

?

Naturalized - Canadian-Born - National
(check)

Present Address

#3 Murray Street

Kelowna, B.C.

Toronto, Ontario (see letter of
294 Cranbrook Ave. April 22)
last)

✓
Married - Single
(check)

Name of Wife

Name of Husband

Name of Mother

(nee)
TATEISHI Sakae

Name of Father

Yoshitaro #02017

Names of Children under 16

#02018

Requested by

J. Spratt

Registered with Custodian

yes
(Yes or No)

Additional Information

Millband

Vancouver residence in joint possession
with brother - automobile

Catalogue No. 1

File No. 12211, 14023 and 13657.

Name. TABUCHI, Taiji, TABUCHI, Yoshie and TABUCHI Sakaye (wife of Yoshitane Tabuchi)

Civic Address. 1842 Adanac Street, Vancouver, B. C.

Legal Description. Lot 7, Block 9, Subdivision "E", District Lot 183, Group 1, New Westminster District, Plan 180.

Classification. Dwelling.

-----SOLD-----

This property has been sold to Jacob David Sweid (Meat Dealer) and Edith Sweid, his wife, of Vancouver (Joint Tenants). See Mr. Shear's letter of October 13, 1943.

REAL PROPERTY SUMMARY

EXHIBIT No. 1144-P
OCT 1 9 1943

DATE

FILLED BY

File No. 12211

JAPANESE NAME:

Taiji TABUCHI

Reg. No. 09006

CATALOGUE NO:

1

PROPERTY ADDRESS:

1842 Adanac Street, Vancouver, B. C.

LEGAL DESCRIPTION:

Lot 7, Block 9, Subdivision "E", District Lot 183, Group 1, New Westminster District, Plan 180.

TITLE:

Registered in the names of Taiji TABUCHI, Yoshio TABUCHI, and Sakae TABUCHI (Wife of Yoshitaro Tabuchi).

ENCUMBRANCES:

Registered: 15940-M. 24th January 1940. 1.18. The Ontario Loan and Debenture Company. Mortgage for \$2050. Payable by instalments. Balance 1st January 1945, interest 6%. Vesting Order filed No. 35965 dated March 29, 1943.

Unregistered: There is an unregistered Quit Claim Deed dated 31st May 1943 given by Yoshio Tabuchi, Reg. No. 09520 and Sakaye Tabuchi, Reg. No. 02018, to Taiji Tabuchi, Reg. No. 09006 relinquishing all the interests of Yoshio Tabuchi and Sakaye Tabuchi in the above property to Taiji Tabuchi. This is on file.

ASSESSED VALUE:

Land \$ 630.00
Improvements 2100.00 - \$2730.00 Taxes - \$96.13

CLASSIFICATION:

This is a 1½ storey frame house, four rooms and bath on ground floor. Upstairs unfinished - concrete foundation - stucco walls. Hot air furnace - 30' x 30' built on a 49' x 124' Lot.

The valuator reports in part as follows:

"A convenient location in the East End.

Garage dilapidated - no value.

We are of the opinion that the fair market value of this property is \$2,800.00"

"D.W.REEVE"

HISTORY OF ADMINISTRATION:

This property was rented to Charles Salmon on the 1st October 1942 at a monthly rental of \$30.00. The rent was paid into the office of Messrs. McGregor, Johnston & Thomas who in turn remitted \$27.50 to the Ontario Loan and Debenture Company, which was applied to the reduction of the mortgage. There was a portion of rent, viz. \$13.00 paid into our office and this was taken care of in the final adjustments, Messrs. McGregor, Johnston & Thomas were acting as rental agents.

SOLD:

To: Jacob David Sweid and Edith Sweid (Joint Tenants) for \$2800.00, as at October 13th, 1943, who paid \$1262.66 cash and the balance by the assumption of mortgage No. 15940-M, in favour of the Ontario Loan and Debenture Company.
Approval of Advisory Committee - September 29th, 1943.

Funds released to the credit of Taiji TABUCHI as at November 27th,

November 27th,

- Page 2 -

File No. 12211

1944, against which were the following charges: Real Estate Commission \$140.00, Valuation \$5.00, Advertising \$4.00, Registration Fees \$3.50, Mortgage principal \$1526.63 plus Interest \$10.54 = \$1537.17, Water Rates \$8.40 = \$1698.07 leaving a net credit of \$1101.93 from said transaction.

Adjustments as at October 13th, 1943 to the amount of \$7.55 Unexpired Fire Insurance Premium, \$23.20 Purchaser's share of 1943 Taxes = \$30.75 were placed to the credit of Taiji TABUCHI's account.

The following Fire Insurance Policy:
Employers' Liability Assurance Corporation Limited
Policy No. 74616 - \$2,100.00 covering dwelling at
1842 Adanac Street, Vancouver, B.C., Loss payable
to The Ontario Loan and Debenture Company.
This policy was transferred to Jacob David Sweid and Edith
Sweid on the 4th December 1943.

OLD CERTIFICATE OF TITLE:

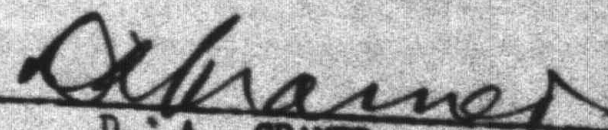
No. 46722-L

Was on deposit in the Land Registry Office, Vancouver, B.C.

Certificate of Title No. 94940-L in the names of Jacob David
Sweid and Edith Sweid (Joint Tenants) was left on deposit in
the Land Registry Office, Vancouver, B.C., subject to Mortgage
No. 15940-M.

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

April 21st, 1947.


D. A. CRAMER.

DAC:ic

Refuse

Catalogue No. 1

File No. 12211, 14023 and 13657.

Name. TABUCHI, Taiji, TABUCHI, Yoshio and TABUCHI Sakaye (wife of Yoshitaro Tabuchi)

Civic Address. 1842 Adanac Street, Vancouver, B. C.

Legal Description. Lot 7, Block 9, Subdivision "E", District
Lot 183, Group 1, New Westminster District,
Plan 180.

Classification. Dwelling.

SOLD

*Will be paid from Yoshio Tabuchi &
Sakaye Tabuchi to Taiji Tabuchi
what date? May 21/43*

This property has been sold to Jacob David Sweid (Meat Dealer] and Edith Sweid, his wife, of Vancouver (Joint Tenants). See Mr. Shear's letter of October 13, 1943.

1943

June 24th
Sept. 25th

Memo re Chattels (Few)
Memo re Claims

Nothing further than the above, and disposal of proceeds from sale of property needs attention.

STATEMENT RE SALE OF:

Name: TABUCHI, Taiji

Catalogue No: 1.

File No: 12211

Street Address: 1842 Adanac Street,
Vancouver, B.C.

Reg. No. 09006

Legal Description:

7/9/E/183

Oct. 13/43

Date of Sale and Adjustments

Sale Price

\$ 2800.00

Real Estate Agents Commission

\$ 140.00

Charge for Valuation

5.00

Charge for Advertising

4.00

Land Registry Office Transmission Fee

3.50

Encumbrances:

~~Unpaid Vendor~~

Mortgage

1526.63

Int.

10.54

~~Arrears of Taxes~~~~Other Charges~~

Adjustments:

Fire Insurance

7.55

Taxes

20.05

Water

3.15

8.40
1698.07

2830.75

1132.68

Net Proceeds credited to your account
as Oct. 13/43

Date:..... April 21st, 1947.....

Geo. Peters.

Compiled by:.....

File No. 12211
Reg. No. 09006

TALL TALLCH

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 October 29	15 Wage Tax refund	\$	\$ 5.54	
1943 March 9	Cheque to you	5.54		
April 16	Land Registry Office - Certificate of Encumbrance	1.00		
October 13	Bank 1st October to date		13.00	
	Credit re Sale of Property		1,132.68	
1944 May 26	Cheque to you	1,100.00		
		<u>1,106.54</u>	<u>1,151.22</u>	

CR \$ 44.68

Accounting Department
April 18th, 1947

X
1947 May 13 Cheque to you

44.68
\$1,151.22 \$1,151.22 - NIL

April 22nd, 1947

Refuse

-- PERSONAL PROPERTY --

Re:- Taiji TABUCHI
Reg. No. 09006

CHATELS:

See Chattel Schedule attached.
No chattels seem to have come into the hands of the Custodian.

LIFE INSURANCE: - On Page 3 of registration is recorded the following:-

"Sakae TABUCHI insured with the B.C. Mutual Benefit Association".

As Life Insurance did not come under the control of the Custodian no action was taken.

SPECIFIED ARTICLES:

Mention is made on form "Information from R.C.M.P." dated Sept. 11, 1943 of an "automobile" but as the file does not otherwise refer to any motor vehicle it is assumed that it was disposed of prior to evacuation.

No Cameras, radios, Fire, Vessels or other motor vehicles are revealed in the registration or the file.

The above Summary is certified to be in accordance with the information on file, April 22nd, 1947.

M. J. N. Davidson
Office of the Custodian.

(See also Files 14023 & 13657)

FIRE INSURANCE SUMMARY

D. A. CRAMER.

DAC:lc

LIABILITY SUMMARY

Taiji YABUCHI Reg. No. 09006 File No. 12211

The above-named Japanese declared on his JP Form signed 29th February 1943, that he had no Personal or Trade Debts. However, the following claims were lodged against him.

1. O. Kondo Company \$ 10.19 September 25th, 1943.
2. Ryoichi KIRIYAMA 4.73 March 12th, 1944.

Neither of the above claims were admitted by Taiji YABUCHI, therefore, no further action taken.

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

April 21st, 1947.

D. A. CRANER

D. A. CRANER

DAC:ic

File No. 12211

CHATTEL SCHEDULE

April 22nd, 1947

Byence

Re:- Taiji YAMUCHI
Ref. No. 09306

Declared.	Sold	Remarks
J.P. form Feb. 25/43. Odd pieces of furniture & garden tools stored in the attic and basement of the house.	Nil	None of these chattels came into the Custodian's hands. See Mr. Spain's memo June 24, 1943 on file. Mr. Green's memo April 27/44 and finally Mr. Spain's memo of May 4, 1944. Letter of Mrs. YAMUCHI July 23rd, 1943 on File 13657 gives authority to the tenant Mr. Salmon to take anything they liked, which they apparently did. Some things may have been shipped by the tenant, but file does not reveal what or any list of what was taken by the tenants. All three files, 12211, 14023 and 13657 declared the same chattels.

M. D. Davidson

File No. 12211.

CLAIMS DEPARTMENT

September 25th, 1943.

Taiji TABUCHI - Reg. No. 09006

CREDITORS:

1. O. Kondo Co. \$10.19

2. Ryosuke Keryama (J. 8119) \$4.93

(not advised)

19/3/43

14.92

BRD:DE

File 13657 - Yoshio Tabuchi (Brother)
claim.

Dr. J. Howard Whiffaker 25.0000
OK'd on 13657 Oct 5/43

C L A I M

File No. 12211

DATE

March 12, 1944.

CREDITOR

Ryoichi KIRIYAMA

DEBTOR

Taiji TABUCHI

AMOUNT OWING

\$4.73

AGENT

nil

ORIGINAL FILE

8119

MEMORANDUM

Files 13697
12211 ✓
14023

May 4, 1944.

To: Mr. Green

From: Mr. Spain

Re: TABUCHI, Yoshio
TABUCHI, Taiji
TABUCHI, Sakaya (Mrs. Yoshitaro)
1812 Adams Street

The tenant Mrs. Salmon informed me that the Japanese left nothing of value on the premises. They had a letter from Mrs. TABUCHI informing them that they, the Salmons, could keep anything they liked, the result is that nothing remains. Mr. Salmon will write in to us explaining the situation and will send the letter received from Mrs. TABUCHI on the subject.

GBS/pls

no. 13657

*Noted - please confirm in your ltr for file
13657 on May 26th that the letter has been
sent to us and does give such authority*

*Letter containing this authority
is in file no. 13657*

no. 13657

Copy for File 12211

September 19th, 1947

EXTRACT FROM LETTER July 24, 1943 on File #13657
from "Ty. TABUCHI".

"I will leave it up to you as to the disposal of
the goods in the house. Any article you may find
useful, you may keep and the rest could be turned
over to the Custodian for storage or disposal through
him".

Nothing turned over.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 24 1942

LAKES & NINNIS
LIMITED
HEATING ENGINEERS

PHONE HIGH. 2250

952 COMMERCIAL DR.



VANCOUVER, B.C.

April 23 1942

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

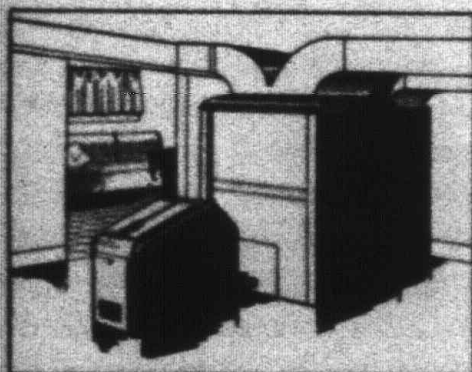
Dear Sir:

We wish to report an account outstanding against
T. Tabuchi, 1842 Adanac St, Vancouver the amount of balance is \$ 43.00.

This is the balance of installation of a new
furnace payable at \$ 15.00 per month and is secured by signed
contract.

Statement in affidavit form is enclosed.

Yours truly
Lakes & Ninnis Ltd
Per. *[Signature]*



AIR CONDITIONING
AUTOMATIC HEATING

AUTOMATIC WATER HEATERS
SAWDUST WATER HEATERS

COAL STOKERS
OIL BURNERS

SAWDUST BURNERS
WARM AIR FURNACES

12211

LAKES & NINNIS

LIMITED

HEATING ENGINEERS

PHONE HIGH. 2250

952 COMMERCIAL DR.

LN

VANCOUVER, B.C.

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

RECEIVED
Aug 7 1942

August 23 1942

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

Dear Sir:

We wish to report this account of T Tabuchi, 1842
Adanac St Vancouver is now paid in full.

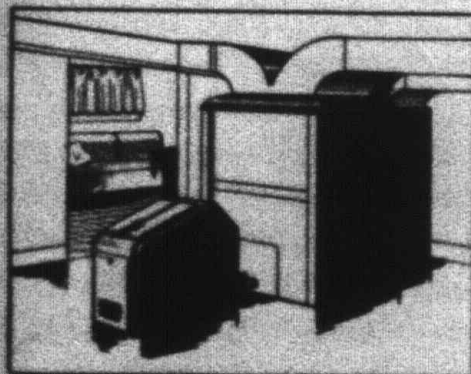
Kelowna

Paid

09006

Yours truly
Lakes & Minnis Ltd
per.

H. R. Andersen



AIR CONDITIONING
AUTOMATIC HEATING

AUTOMATIC WATER HEATERS
SAWDUST WATER HEATERS

COAL STOKERS
OIL BURNERS

SAWDUST BURNERS
WARM AIR FURNACES

EVACUATION SECTION	
Rec'd	3 1943
File No.	12211
Ans.	Ans
Referral	Alexander

% of S. Mori.
R.R. 2,
Kelowna B.C.
January 31 /43.

The Custodian of Japanese Property.
Dear Sir,

As the Provincial Government have
not yet forwarded me my Income
tax return representing 1% wage
deduction from Jan. 6 - June 1941.
I would like to inquire if you have
received this cheque for me, and I
would like to make a request upon
asking you to kindly forward
me this cheque if you have it
in your position.
Please advise me by return mail.

Yours truly
Tai Tabuchi.

12211

4th February, 1943.

Mr. Tai Tabuchi,
c/o Mr. S. MORI,
R. R. No. 2,
Kelowna, B. C.

Dear Sir:

Thank you for your letter dated January 31st enquiring as to refund of 1% wage deduction from January to June, 1941.

We do not appear to have any refund of this nature standing to your credit but we do have a refund in the name of Taiji Tabuchi.

Would you please be good enough to provide us with your police registration number and the name of your employers during the months of January to June, 1941, and also please indicate to us the date of your departure from the "protected area".

Yours truly,

R. P. Alexander
Manager

HPA:LF

% of S. Mori

R. R. 2.

Kulawna B.C.

Feb. 15 / 43.

Department of the Secretary of State
Office of the Custodian,
Japanese Evacuation Section

EVACUATION SECTION	
Rec'd	FEB 17 1943
File No.	122
Ans.	pm
Referred	Alexander

Dear Sir—

Thank you for your letter dated Feb 4th file No. 12211 in which you informed me of the fact that there is a refund for Tsiji Tabuchi in which is my full name.

In answer to your request in your letter I am providing you with my police Registration Number which is 09006.

I have been employed with the B.C. Pulp and Paper Co of Wood-fibre during the month from Jan to June 1941, and my approximate date of departure from the protected area was February 5th / 42.

Would you please be good enough to forward me with this refund as soon as possible.

Yours truly

Tsiji Tabue

12211

February 19, 1943.

Mr. Taiji TABUCHI,
Registration No. 09006,
c/o Mr. S. Mori,
R. R. No. 2,
Kelowna, B. C.

Dear Sir:

Thank you very much for your letter dated February 15th. I am happy to be able to report to you that we have received a refund of \$5.54 which we are placing to the credit of a trust account with us in your name.

We note that you left the Protected Area early in 1942 but we do not appear to have any record of your having registered your assets with the Custodian although our files indicate that you are interested in real estate at 1842 Adanac Street, Vancouver, B. C.

Our Administration Department is sending to you the necessary JP registration forms and I would request that you give your very early attention to their request for completion of said forms.

Upon return to this office duly completed of the JP registration forms being sent to you, your request for a remittance will be sympathetically considered.

When replying please be sure to let us know whether in addition to being known as Tai Tabuchi and Taiji Tabuchi you have also been known as Taize Tabuchi, and your relationship to Yoshio or Yoshitaro Tabuchi and to Sakae or Sakaye Tabuchi all of 1842 Adanac Street, Vancouver, B. C.

Yours truly,

RPA:MA

R. P. Alexander,
Manager.

Chape?

Chape

G. F. S. Mori.
P. R. 2, Kelowna B.C.
Feb. 24/43

Office of the Custodian,
Japanese Evacuation Section.

RECEIVED
FEB 25 1943
12211
Referred *Chape*

Dear Sir,

Thank you for your letter of the 19th file
no. 12211 in which you informed me
that you received from me a refund of \$5.54
from the Provincial Government.

In connection with the J. P. registration
I have written to our agent on the 22nd
of Dec. and they have informed me that
they have already spoken to the Custodian
of Japanese Property and therefore they said
it would not be necessary for us to do
anything in regard to giving you particulars
as you can get all the information necessary
from them.

I presumed that our agent have already
given you all the information which you
required for which reason I have not
notified you of our property, but if I am
required to complete the J. P. registration
form which will be sent to me, I will
gladly complete the form and return to your
Office, and I would ask you to kindly

Yours Truly
Chigi Sabuchi

Mr. Howe
March 14

get in touch with our agent Mr. Sawyer,
known & Thomas if you find it
necessary as they can give you all
particulars which is connected with our
property.
I would not like to bring to your
attention that my one and only full
name is Chigi Sabuchi.
Yoshio Sabuchi is my brother and father
Sabuchi is my mother.
File No. 14023

File No.

% S. Mori - ✓

R.R. 2.

Kelowna B.C.

March 4/43.

Custodian of Japanese Property;
Japanese Evacuation Section.

EVACUATION SECTION	
MAR 6 1943	
Rec'd	
File No.	12211
Referral	Nelson

sent to D

Dear Sir:—

I would again like to bring to your attention the matter regarding my income tax return representing wage deduction made from Jan. June 1941.

I would appreciate it very much if you would kindly consider my request in asking you to forward me this refund at your earliest convenience.

554
Yours truly
Taiji Tabuchi.

CODE
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT
OWEN W. THOMAS, VICE-PRESIDENT
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:
ABILITY, VANCOUVER
TELEPHONE:
PACIFIC 4374

MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY
(INCORPORATED AND ESTABLISHED 1870)
CAPITAL (PAID UP) \$2,000,000
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 18th March, 1943.

NOTATION SECTION	
Rec'd	MAR 19 1943
File No.	
Ans.	<i>W. J.</i>
Referred	<i>Trilson</i>

out to Jan Macp

The Dept. of the Secretary of State
Royal Bank Bldg
Hastings & Granville Streets.
Vancouver, B.C.

Dear Sirs.

re. Loan No. 65363-Tabuchi
(Your Reference No. 12211)

We are in receipt of your letter of the 8th inst. and we are pleased to give you particulars regarding the above mentioned loan.

On 7th November, 1939, our principals, The Ontario Loan & Debenture Company, sold Lot 7, Block 9, Sub. "E", D.L. 183, to Taiji Tabuchi, Yoshio Tabuchi and Sakae Tabuchi at and for a price of \$2250.00. The purchasers made a cash down payment of \$200.00 whereupon The Ontario Loan & Debenture Company gave the purchasers a Deed to the property and the purchasers gave a mortgage back to the Company for \$2050.00. The mortgage is payable by monthly payments as follows:-

\$47.50 payable 1st January, 1940, \$47.50 payable 1st February, 1940, \$37.50 payable 1st March, 1940, \$27.50 payable 1st April, 1940 and on the First day of each and every month thereafter until the 1st January, 1945 when the remaining balance is payable. The monthly payments are inclusive of interest at the rate of 6% per annum, principal and taxes, the taxes being estimated at \$90.00 per annum.

No. 1842 Adanac Street was rented to Mr. Charles Salmon on the 1st October, 1942 at a monthly rental of \$30.00 and the rent due 1st March, 1943 has been paid. The rent is being paid into our office and we in turn have been remitting \$27.50 to the Ontario Loan & Debenture Company monthly to take care of the mortgage. We have not remitted the Company for the payment due 1st March, 1943 although we have \$30.00 rent on hand against which however, we have a charge of commission and a premium on a fire insurance policy on the house amounting to \$11.55.

We trust the information given will meet your requirements.

Yours very truly, THOMAS LTD.

Owen W. Thomas Vice-Pres.

OWT.

43 Murray St.,
Toronto, Ont.,

Apr. 22/43.

Custodian of Jap. Prop.
Vancouver, B.C..
Dear Sir,

EVACUATION SECTION	
Rec'd	APR 26 1943
File No.	13211
Ans.	hon
Referred	Mulson

May I call your attention
to a slight change in ownership of
a house and property situated at 1842
Adams St. Vancouver, B.C.?

The above property has been owned
jointly by me, my mother and brother
but arrangement have been made
between us, whereby all interest in
the said property will be hereafter
acknowledged as solely mine or
namely, Taiji Tabuchi.

Will you kindly advise me
what procedure I must take to make
this change in a legal form?

I have not yet advised my
mortgagee in any way about this
change I wish to be made.

I trust that you will arrange
things in order for me. Also
kindly note that my new address is
now at 43 Murray St. Toronto,
formerly, RR 2 Kelowna, B.C.

Please mail any communication
regarding the above property to me
here in Toronto.

Yours very truly -
D. Tabuchi

294 Greenbrook Ave.
Toronto 12, Ont.
May 23, 1944.

Mrs. Peter's Eng.,
Administration Dept.,
Office of the Custodian,
Vancouver, B.C.
Dear Sirs,

1168

EVACUATION SECTION	
Rec'd	MAY 25 1944
File No.	12211
Ans.	
Referred	Valton

"Re File" 12211

Your letter of Jan. 8/44 has
only reached me today, owing to the
incorrect address on the envelope.

As you inform me that the
funds are available to me, I would
appreciate it greatly if you will
forward the total amount to me
immediately. Since relocating here
in Toront., I found it necessary to
place myself under financial obliga-
tions in order to provide for
my mother and brothers who
are dependent upon me for support.

The difficulty of providing a home
and every day needs has taxed
my personal resources to beyond
my limits and it will be a
great relief if I can make use of
any funds to relieve me from
financial worry. I felt that I
should do my part in buying
Victory bonds in my neighborhood
but I find it impossible when I
am under obligation for other things.

Also, I and my family of
seven, evacuated from Vancouver
on a self support basis and did
not put the Government to any expense
as to their fares or other wise.

Ever since the evacuation I have
worked and paid my own way
until today without any assistance
from the Government. But today, I
am really in need of funds and
would appreciate an immediate reply.

Yours very truly
Daisy Debusch
Rec. # 09006

MAY 20 1943

EVACUATION SECTION

Y12211

13657

14023

Rec'd

MAY 20 1943

File No.

MAY 20 1943

File No.

NATURE OF ENCUMBRANCE

Mortgage

(registered)

or

(unregistered)

Name of Owner of Property

1) TABUCHI, Taiji

2) TABUCHI, Yoshi

3) TABUCHI, Sakaye

Reg. No.

09006

09520

02018

Address

1842 Adanac Street

Occupation

(1) Radio Engineer, (2) Mill-hand

(3) Wife of Yoshi- TABUCHI

Age

(1) 30

(2) 24

(3) 56

Registered Owner of Property

Taiji, Yoshio & Sakaye TABUCHI

C.T.No.

467221

Property:

Property Address

Mm. Vancouver, B.C.

Legal Description

Lot 7, Block 9, S.D. "E", D.L. 183, Group 1, N.W.D.

Plan 180

except Sly. B'

L.R.O. 15940M.

Nature of interest

Owners

Particulars of Encumbrance:

Date

7th November, 1939

Parties to document:

Name Taiji, Yoshio & Sakaye TABUCHI

Address

1842 Adanac Street, Vancouver, B.C.

Name

The Ontario Loan and Debenture Co.

Address

London, Ontario c/o McGregor, Johnston & Thomas

Vancouver, B.C.

Principal Amount

\$2050.00

Terms of Payment

\$47.50 1st January 1940 to 1 Mch./40 then \$27.50 mthly

combined interest, principal and taxes

Rate of Interest 6%

Arrears, if any:

Payment due

1 May, 1943, \$27.50 on which interest is accruing

Balance owing as at this date

\$1533.00 with interest accruing from 1 Apr./43

(Fifteen hundred and thirty-three and 09/100)

Standing of Taxes:

Arrears

NIL

Current

Paid

Insurance:

(1) Agent McGregor, Johnston & Thomas Ltd. Company Employers Liability Assoc. Co.

Policy No. 746416

Amt. 2100.

Prem \$11.55

Exp. Date 29 Oct./45

(2) Agent

Company

Policy No.

Amt

Prem

Exp. Date

Nature, particulars and whereabouts of unregistered documents, if any:

Dated at

London, Ont.

this

twelfth

day of

May

A.D. 1943

To the Custodian of Japanese Evacuees
Vancouver, B.C.

CERTIFIED CORRECT.

THE ONTARIO LOAN & DEBENTURE CO.

(Signature)

This indenture made in duplicate the seventh day of November in the year of our Lord, One thousand nine hundred and thirty-nine.

In Pursuance of the "Short forms of Mortgages Act."

Between:

Taiji TABUCHI and Yoshio TABUCHI, Mill workers and Sakae TABUCHI, wife of Yoshitaro TABUCHI, all of 1842 Adanac Street in the City of Vancouver, Province of British Columbia, hereinafter called the "Mortgagors"

of the First Part

and

The Ontario Loan and Debenture Company, a company duly incorporated under the laws of the Province of Ontario having its head office in the City of London in the Province of Ontario and having its head office for British Columbia at Suite 1500 Royal Bank Building in the City of Vancouver, Province of British Columbia, hereinafter called the "Corporation."

of the Second part.

Whereas the mortgagors purchased from the Corporation the land and premises hereinafter described for the price of \$2,250.00 payable \$ 200.00 cash down and the balance \$2, 050.00 payable in deferred instalments with interest -

And whereas it was agreed that upon the payment of the said sum of \$200.00 the Corporation would convey the said land and premises and deliver possession thereof subject to an existing monthly tenancy and taxes etc. to the mortgagors and the mortgagors to secure to the Corporation payment of the balance of the purchase price and interest would simultaneously execute and deliver to the Corporation a Mortgage in fee back on the said lands and premises for the sum of \$2,050.00 and interest, the said mortgage in fee to be in the terms hereinafter set out.

And Whereas in pursuance of the said Agreement the Mortgagors paid the said sum of \$200 and the Corporation has by a Conveyance of even date herewith conveyed to the Mortgagors the said lands and premises, and the Mortgagors in fulfilment of the said Agreement of Sale and purchase have now agreed to execute and deliver these presents - Witnesseth that in Consideration of the premises and of the sum of One dollar now paid by the Corporation to the Mortgagors (the receipt whereof is hereby by them acknowledged) they, the said Mortgagors do grant and mortgage unto the Corporation and their assigns forever, all and singular the land following, that is to say:

All and singular that certain parcel or tract of land and premises situate lying and being in the City of Vancouver, Province of British Columbia and being in the City of Vancouver, Province of British Columbia and being more particularly known and described as Lot 7 in Block 9 in Subdivision E of District Lot 183, Group 1, New Westminster District according to amended plan filed in the Land Registry Office at the City of Vancouver, B. C. and numbered 180.

The Mortgagors and all other parties to this mortgage hereby authorize and empower the Corporation to pay all taxes or charges and assessments now due or imposed or which may hereafter become due or imposed upon or in respect to the mortgaged premises but it is hereby declared that the Corporation shall be under no obligations to pay any such taxes, charges or assessments, and that it shall be under no liability for any neglect or default in so doing.

And it is further declared that all sums from time to time paid by the Corporation in pursuance of this clause shall bear interest at the rate of per annum provided in this mortgage for interest upon the principal sum and compounded half-yearly until paid.

The amount of the said taxes is estimated to be \$90.00 per year and any

CONFIRMATION OF OWNERSHIP

Name of Registrant: TABUCHI, Sakaye (Mrs. Yoshitaro)

Former Address:

Legal Description of Land: 1842 Adanac St.

Lot 7, Block 9, Subdiv. E, D.L.183, Group 1, N.W.D., Plan 180.

Title in name of: Taiji TABUCHI, Yoshio TABUCHI and Sakae TABUCHI (wife of Yoshitaro TABUCHI - 1842 Adanac St.

Encumbrances:

All mtge. 15940-M Mtge. Ontario Loan & Debenture

\$2050.00

Vested in Custodian 35965.

Confirmed by Land Registry Search:

951 C. of T. 46722-L

Dated 25/1/1942.

In possession of:

June 11th, 1943.

(SEE OVER)

File No. 14023

Police Registration No. 02018

Required - Vesting Certificate covering the above described property.

Approved: _____

Registered as No. _____

excess over this sum shall if paid by the Corporation be repaid by the Mortgagors at the times hereinafter specified in addition to the monthly payments provided this mortgage to be void on payment at the office of the Corporation at London Ontario of the principal sum of \$2050 of lawful money of Canada, and also any other sums which under any of the provisions of this Mortgage shall become a charge upon the said lands, with interest on all and every of the aforesaid sums at the rate of 6% per annum, the said principal sum and taxes and interest and other sums chargeable against the said lands together with interest thereon at the rate aforesaid to be paid as follows:-

The Mortgagors shall pay the sums of \$47.50 on the first day of January 1940; \$47.50 on the first day of February 1940; \$37.50 on the First day of March 1940; and \$27.50 on the First day of April 1940 and on the First day of each and every succeeding month in each and every year until and including the first day of December 1944, and the balance of said principal, interest, taxes and other sums due on this Mortgage shall be paid on the First day of January 1945; and if the amount paid in any calendar year by the Corporation for taxes exceeds the estimate hereinbefore set forth, then so much of said taxes as exceeds the amount of said estimate shall on the First day of November in the same year be paid by the Mortgagors to the Corporation in addition to the monthly instalment hereinbefore provided to be paid on such date. The said monthly payments shall be applied as follows:

On the First day of June 1940 and on the First day of each six months thereafter during the life of this mortgage there shall be calculated the interest which would accrue on each such date on the amount owing at the beginning of such period, and on all other sums advanced during the said six months period (and in the case of the first period before the said period) and all payments which have been made by the Mortgagors during the said six months, together with interest at the said rate on such payments, calculated to the end of such period, shall be applied on the interest which has so accrued on the principal sum and any balance remaining after the payment of said interest shall then be applied in satisfaction and reduction of the principal taxes, or other sums owing upon this mortgage:

Together with all other sums charged upon the said land under the terms hereof or otherwise. And taxes and performance of statute labour and observance and performance of all Covenants, provisos, terms and conditions herein contained. And it is Hereby Declared that the principal hereby secured is \$2050 and the interest thereon is computed at the rate of 6 % per annum calculated half yearly, not in advance -

And the Mortgagors for themselves, their heirs, executors, Administrators and Assigns covenant with the Corporation and their assigns that in the event of non-payment of the said principal money or any part thereof at the time the same falls due under the terms of this Mortgage the Mortgagors, their heirs, executors, Administrators or Assigns shall not require the Corporation or their assigns to accept payment of said principal moneys without paying a bonus equal to three months interest in advance on the said principal money so in default, such bonus to be in lieu of notice of intention to pay, the right of give or receive which notice is hereby waived -

And it is further agreed that all sums of principal and interest or other sums secured hereby which shall become payable under these presents shall, if not paid at the date when due bear interest payable from day to day at the rate aforesaid until payment thereof, and at the end of each half year from such date such interest shall be computed and the whole amount of interest then accrued under this clause and unpaid shall thenceforward bear interest at the same rate compounded at the aforesaid periods until paid, and all interest which shall accrue hereunder shall form a charge upon said land, and all provisions of this clause shall continue in force as well after as before the date fixed for the last payment under these present &

Provided that on default of payment of the interest hereby secured the principal hereby secured shall become payable, The Mortgagors covenant with the Corporation that they have a good title in fee simple to the said lands -

And the Mortgagors covenant with the Corporation that they have the right to convey the said lands to the Corporation -

And the Mortgagors covenant with the Corporation that in default the Corporation shall have quiet possession of the said land, free from all encumbrances -

And the Mortgagors covenant with the Corporation that they will execute such further assurances of the said land as may be requisite -

And the Mortgagors covenant with the Corporation that they have done no act to encumber said lands -

And the Mortgagors with the Corporation that the Mortgagors, their heirs, executors, administrators and assigns will repay to the Corporation or their Assigns all taxes and assessments which the Corporation may be obliged to pay in respect of said land and all other proper outlays not covered by any other covenant herein.

And it is further agreed that the taking of a Judgment or Judgments on any covenants herein contained shall not operate as a merger of the said covenants or affect the Corporations right to interest at the rate and times aforesaid -

And the Mortgagors will insure the buildings on the said land to the amount of not less than their full insurable value in a Company selected by the Corporation, and that the Mortgagors, their heirs, executors, administrators and assigns will repay to the Corporation or their assigns all premiums paid by the Corporation or their assigns.

Provided that the Corporation may itself effect such insurance without any further consent of the Mortgagors, and the Corporation shall have a lien for the Mortgage debt on all insurance on the said buildings whether affected under this covenant or not;

And the said Mortgagors do grant and release to the Corporation all their claim upon the said land, subject to the said proviso,

Provided that the Corporation on default of payment for one calendar month may on one week's notice enter on and lease or sell the said lands - The Corporation may lease or sell as aforesaid without entering into possession of the land - should default continue for two months, an entry lease or sale may be made hereunder without notice; when under the terms hereof a notice is necessary such notice may be effectually given either by leaving the same with a grown up person on the said land if occupied, or by placing it thereon if unoccupied or at the option of the Corporation by publishing the same once in some newspaper published in the Province of British Columbia. And that the Corporation or their assigns may sell any of the said lands on such terms as to credit and otherwise as shall appear to them most advantageous and for such prices as can be reasonably obtained therefor and that sales may be made from time to time of portions to satisfy interest or parts of the principal overdue, leaving the principal or balance thereof to run at interest payable as aforesaid, and may make any stipulations as to title or evidence or commencement of title or otherwise as they shall deem proper, and may buy in or rescind or vary and contract for sale of any of the said land and resell without being answerable for loss occasioned thereby, and in case of a sale on credit the Corporation and their assigns shall only be bound to pay the mortgagors, their heirs, executors, administrators and assigns such moneys as have been actually received from the purchasers after the satisfaction of the Corporation's claim - and for any of said purposes may make and execute all Agreements and Assurances they shall think fit - And that the purchaser at any sale hereunder shall not be bound to see the property or regularity thereof. And that no want of notice or of publication when required hereby shall invalidate any sale hereunder -

And the above powers may be exercised by assigns of the Corporation and against the heirs, executors, administrators and assigns of the Mortgagors.

Provided that the Corporation may distrain for arrears of interest;

And it is agreed that the powers of the Corporation under the foregoing proviso may also be exercised to enforce payment of any instalments of principal hereby secured and in arrear.

And it is also agreed that the said proviso shall be held not to conflict in any way with the attornment clause following, but the powers incident to both clauses maybe exercised either separately or together;

And for the consideration aforesaid the Mortgagors do atorn and become tenant from year to year to the Corporation of the premises hereby conveyed from the day of the execution hereof at a monthly and after default in payment of interest, daily, rental equivalent to applicable in satisfaction of and payable at the same times as the interest upon the principal hereinbefore provided to be paid; the legal relation of landlord and tenant being hereby constituted between the Corporation and the Mortgagors, but it is agreed that neither the existence of this clause, nor anything done by virtue thereof shall render the Corporation Mortgagees in possession so as to be accountable for any moneys except those actually received;

And further that if default shall be made in payment of any part of said principal at any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the Corporation and the Mortgagors do hereby grant full power and licence to the Corporation to enter, seize and distrain upon any goods upon the said land or any part thereof and by distress warrant to recover by way of rent reserved as in the case of a demise of the said land as much of said principal as shall from time to time be or remain in arrear or unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent -

And as a part of the consideration for the advance of the above sum the Mortgagors agree to waive and do hereby waive on the exercise of such right and licence all rights to exemption from seizure and distress under any statute of this Province The Mortgagors agree that neither the execution nor registration of this mortgage, nor the advance in part of the moneys secured hereby shall bind the Corporation to advance the said moneys or any unadvance portion thereof.

And it is hereby agreed that the Corporation may pay any liens, taxes, rates, charges or embrances upon the said land and premiums for insurance and mortgage or income tax imposed or that may be imposed on the Corporation in respect of the said property or this mortgage or money hereby secured and the amount so paid together with all costs, charges and expenses including solicitors' costs, charges and expenses as between solicitor and client, travelling expenses for the officers of the Corporation and commissions on collections of rent which may be incurred in taking, recovering and keeping possession of the said land or in inspecting or managing the same and generally in any other proceedings taken to realize the moneys hereby secured or to perfect the title of the said land, and also all moneys paid and expenses incurred by the Corporation in connection with the application for this loan and in the preparation and perfection of this mortgage security and in the satisfaction of any charge on said land shall be a charge on the land in favour of the Corporation and shall be payable forthwith by the Mortgagors, their

heirs, executors, administrators or assigns to the Corporation and their assigns with interest at the mortgage rate until paid and in default the power of sale hereby given shall be exercisable in addition to all other remedies - In the event of the money hereby advanced or any part thereof being applied to the payment of any charge or encumbrance the Corporation shall stand in the position and be entitled to all equities of the person or persons so paid off:

And the Mortgagors for themselves, their heirs, executors, administrators and assigns covenant with the Corporation and their assigns that the Corporation or their assigns may at such time or times as they may deem necessary and without the concurrence of any other person make such arrangements for the repairing, finishing and putting in order any buildings or other improvements on the Mortgaged premises, and for inspecting, taking care of, leasing, collecting the rents of and managing generally the mortgaged property as they may deem expedient, and all reasonable costs, charges and expenses, including allowance for the time and services of any officer of the Corporation or other person appointed for the above purpose, shall be forthwith payable to the Corporation or their assigns and shall be a charge upon the Mortgaged property and shall bear interest at the Mortgage rate until paid:

And that upon the Mortgagors or those claiming under them committing any act of waste upon the said land or doing any other thing by which the value of the land shall or may be diminished or making default as to any of the covenants or provisions herein contained the principal and interest hereby secured shall at the option of the Corporation forthwith become due and payable -

And that the Corporation may at their discretion at all times release any part or parts of the said land, or any other security for the moneys hereby secured either with or without any consideration thereof, and without being accountable for the value thereof or for any moneys except those actually received by them and without thereby releasing any other of the said land or any of the covenants herein contained -

Provided that until default of payment the mortgages shall have quiet possession of the said land -

And it is hereby declared and agreed that all chattels, machinery, fixed or otherwise, erections, buildings or improvements now or hereafter put upon the said premises and attached thereto, incorporated therein or used in connection therewith shall thereupon become fixtures and part of the realty and become subject to these presents -

It is hereby agreed that the covenants on the part of the Mortgagors herein contained shall be and be deemed to be joint and several covenants -

In --

TABUCHI, Sakaye Etc.
1842 Adanac, Vancouver, B. C.
Evac. File 12211
14023
13657



Picture Taken May 3, 1943

THIS INDENTURE made in duplicate the SEVENTH day of NOVEMBER in the year of our Lord One thousand nine hundred and THIRTY-NINE.

IN PURSUANCE OF THE "SHORT FORMS OF MORTGAGES ACT".

BETWEEN:

TAIJI TABUCHI and YOSHIO TABUCHI, Mill Workers, and SAKAE TABUCHI, wife of Yoshitaro Tabuchi, all of 1842 Adanac Street, in the City of Vancouver, in the Province of British Columbia, hereinafter called the "MORTGAGORS"

OF THE FIRST PART

- and -

THE ONTARIO LOAN AND DEBENTURE COMPANY, a Company duly incorporated under the Laws of the Province of Ontario, having its head office in the City of London, in the Province of Ontario, and having its head office for British Columbia at Suite 1500 The Royal Bank Building, in the City of Vancouver, Province of British Columbia, hereinafter called the "CORPORATION"

OF THE SECOND PART

WHEREAS the Mortgagors purchased from the Corporation the land and premises hereinafter described for the price of \$2,250.00 payable \$200.00 cash down and the balance \$2,050.00 payable in deferred instalments with interest,

AND WHEREAS it was agreed that upon payment of the said sum of \$200. in the Corporation would convey the said land and premises and deliver possession thereof, subject to an existing monthly tenancy, and taxes, etc., to the Mortgagors, and the mortgagors to secure to the Corporation payment of the balance of the purchase price and interest, would simultaneously execute and deliver to the Corporation a mortgage in fee back on the said land and premises for the said sum of \$2,050.00 and interest, the said mortgage in fee to be in the terms hereinafter set out,

AND WHEREAS in pursuance of the said agreement the mortgagors paid the said sum of \$200.00 and the Corporation has by a Conveyance of even date herewith conveyed to the mortgagors the said land and premises, and the mortgagors in fulfilment of the said agreement of sale and purchase, have now agreed to execute and deliver these presents,

WITNESSETH that in consideration of the premises and of the sum of ONE (\$1.00) DOLLAR now paid by the Corporation to the mortgagors (the receipt whereof is hereby by them acknowledged) they the said mortgagors do grant and mortgage unto the Corporation and their assigns forever, ALL AND SINGULAR the land following, that is to say:

ALL AND SINGULAR that certain parcel or tract of land and premises

situate, lying and being in the City of Vancouver, in the Province of British Columbia, and being more particularly known and described as Lot Seven (7) in Block Nine (9) in subdivision "E" of District Lot One hundred and eighty-three (183), Group One (1) New Westminster District, according to amended Plan filed in the Land Registry Office at the City of Vancouver, B. C. and numbered 180,

The Mortgagors and all other parties to this mortgage hereby authorize and empower the Corporation to pay all taxes or charges and assessments now due or imposed, or which may hereafter become due or imposed upon or in respect to the mortgaged premises; but it is hereby declared that the Corporation shall be under no obligation to pay any such taxes, charges or assessments, and that it shall be under no liability for any neglect or default in so doing.

AND it is further declared that all sums from time to time paid by the Corporation in pursuance of this clause shall bear interest at the rate per annum provided in this mortgage for interest upon the principal sum, and compounded half-yearly until paid.

The amount of the said taxes is estimated to be Ninety (\$90.00) Dollars per year, and any excess over this sum shall, if paid by the Corporation, be repaid by the mortgagors at the times hereinafter specified in addition to the monthly payments,

PROVIDED this mortgage to be void on payment at the office of the Corporation at London, Ontario, of the principal sum of TWO THOUSAND AND FIFTY (\$2,050.00) DOLLARS of lawful money of Canada, and also all sums for taxes paid by the Corporation, and any other sums which under any of the provisions of this mortgage shall become a charge upon the said lands, with interest on all and every of the aforesaid sums at the rate of six (6) per cent. per annum; the said principal sum and taxes and interest and other sums chargeable against the said land, together with interest thereon at the rate aforesaid to be paid as follows:

The Mortgagors shall pay the sums of \$47.50 on the First day of January 1940; \$47.50 on the First day of February 1940; \$37.50 on the First day of March 1940 and \$27.50 on the First day of April 1940 and on the First day of each and every succeeding month in each and every year until and including the First day of December 1944, and the balance of said principal, interest, taxes and other sums due on this mortgage shall be paid on the First day of January, 1945; and if the amount paid in any calendar year by the Corporation for taxes exceeds the estimate hereinbefore set forth, then so much of said taxes as exceeds the amount of said estimate shall on the First day of November in the same year be paid by the mortgagors to the Corporation in addition to the monthly instalment hereinbefore provided to be paid on such date.

The said monthly payments shall be applied as follows:

On the First day of June 1940 and on the First day of each six months thereafter during the life of this mortgage there shall be calculated the interest which would accrue on each such date on the amount owing at the beginning of said period, and on all sums advanced during the said six months' period (and in the case of the first period, before the said period), and all payments which have been made by the mortgagors during the said six months, together with interest at the said rate on said payments, calculated to the end of such period, shall be applied on the interest which has so accrued on the principal sum, and any balance remaining after the payment of said interest shall then be applied in satisfaction and reduction of the principal, taxes, or other sums owing upon this mortgage,

TOGETHER with all other sums charged upon the said land under the terms hereof or otherwise.

AND taxes and performance of statute labour and observance and performance of all covenants, provisos, terms and conditions herein contained.

IT IS HEREBY DECLARED that the principal hereby secured IS TWO THOUSAND AND FIFTY (\$2,050.00) DOLLARS and the interest thereon is computed at the rate of six (6) per cent. per annum calculated half-yearly, not in advance.

AND the mortgagors for themselves, their heirs, executors, administrators and assigns covenant with the Corporation and their assigns that in the event of non-payment of the said principal money or any part thereof at the time the same falls due under the terms of this mortgage then the mortgagors, their heirs, executors, administrators or assigns shall not require the Corporation or their assigns to accept payment of said principal moneys without paying a bonus equal to three months' interest in advance on the said principal money so in default. Such bonus to be in lieu of notice of intention to pay, the right to give or receive which notice is hereby waived.

AND IT IS FURTHER AGREED that all sums of principal and interest or other sums secured hereby which shall become payable under these presents shall, if not paid at the date when due, bear interest payable from day to day at the rate aforesaid until payment thereof, and at the end of each half-year from such date such interest shall be computed, and the whole amount of interest then accrued under this clause and unpaid shall thenceforward bear interest at the same rate compounded at the aforesaid periods until paid, and all interest which shall accrue hereunder shall form a charge upon the said land, and all provisions of this clause shall continue in force as well after as before the date fixed for the last payment under these presents.

PROVIDED that on default of payment of the interest hereby secured the principal hereby secured shall become payable,

THE Mortgagors covenant with the Corporation that they will pay the mortgage money and interest and observe the above proviso.

AND the Mortgagors covenant with the Corporation that they have a good title in fee simple to the said lands.

AND the Mortgagors covenant with the Corporation that they have the right to convey the said lands to the Corporation.

AND the Mortgagors covenant with the Corporation that in default the Corporation shall have quiet possession of the said land, free from all encumbrances.

AND the Mortgagors covenant with the Corporation that they will execute such further assurances of the said land as may be requisite.

AND the mortgagors covenant with the Corporation that they have done no act to encumber the said land.

AND the mortgagors covenant with the Corporation that the mortgagors, their heirs, executors, administrators and assigns will repay to the Corporation or their assigns all taxes and assessments which the Corporation may be obliged to pay in respect of said land and all other proper outlays not covered by any other covenant herein.

AND it is further agreed that the taking of a judgment or judgments on any covenants herein contained shall not operate as a merger of the said covenants or effect the Corporation's right to interest at the rate and times aforesaid.

AND that the mortgagors will insure the buildings on the said land to the amount of not less than their full insurable value in a Company selected by the Corporation, and that the mortgagors, their heirs, executors, administrators and assigns will repay to the Corporation or their assigns all premiums paid by the Corporation or their assigns.

PROVIDED that the Corporation may itself effect such insurance without any further consent of the mortgagors; and the Corporation shall have a lien for the mortgage debt on all insurance on the said buildings whether affected under this covenant or not;

AND the said mortgagors do grant and release to the corporation all their claim upon the said land, subject to the said proviso.

PROVIDED that the Corporation on default of payment for one calendar month may on one week's notice enter on and lease or sell the said lands. The Corporation may lease or sell as aforesaid without entering into possession of the land. Should default continue for two months an entry lease or sale may be made hereunder without notice; When under the terms hereof a notice is necessary

such notice may be effectually given either by leaving the same with a grown-up person on the said land if occupied, or by placing it thereon if unoccupied or at the option of the Corporation by publishing the same once in some newspaper published in the Province of British Columbia. And that the Corporation or their assigns may sell any of the said lands on such terms as to credit and otherwise as shall appear to them most advantageous and for such prices as can be reasonably obtained therefore and that sales may be made from time to time of portions to satisfy interest or parts of the principal overdue, leaving the principal or balance thereof to run at interest, payable as aforesaid, and may make any stipulations as to title or evidence or commencement of title or otherwise as they shall deem proper. And may buy in or rescind or vary any contract for sale of any of the said land and resell without being answerable for loss occasioned thereby, and in case of a sale on credit the Corporation and their assigns shall only be bound to pay the Mortgagors, their heirs, executors administrators and assigns such moneys as have been actually received from the purchasers after the satisfaction of the Corporation's claim. And for any of said purposes may make and execute all agreements and assurances they shall think fit. And that the purchaser at any sale hereunder shall not be bound to see to the propriety or regularity thereof. And that no want of notice or of publication when required hereby shall invalidate any sale hereunder. And the above powers may be exercised by assigns of the Corporation and against the heirs, executors, administrators and assigns of the mortgagors.

PROVIDED THAT the Corporation may distrain for arrears of interest;

AND it is agreed that the powers of the Corporation under the foregoing proviso may also be exercised to enforce payment of any instalments of principal hereby secured and in arrear. And it is also agreed that the said proviso shall be held not to conflict in any way with the attornment clause following, but the powers incident to both clauses may be exercised either separately or together.

AND for the consideration aforesaid the mortgagors do attorn and become tenant from year to year to the Corporation of the premises hereby conveyed from the day of the execution hereof at a monthly and after default in payment of interest, daily, rental equivalent to applicable in satisfaction of and payable at the same times as the interest upon the principal hereinbefore provided to be paid; the legal relation of landlord and tenant being hereby constituted between the Corporation and the mortgagors, but it is agreed that neither the existence of this clause, nor anything done by virtue thereof shall render the Corporation mortgagees in possession so as to be accountable for any moneys except those actually received.

AND FURTHER that if default shall be made in payment of any part of said principal at any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the Corporation and the mortgagors do hereby grant full power and licence to the Corporation to entre, seize and distrain upon any goods upon the said land or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of a demise of the said land as much of said principal as shall from time to time be or remain in arrear or unpaid, together with all costs, charges and expenses attending such levy or distress as in like cases of distress for rent. And as a part of the consideration for the advance of the above sum the mortgagors agree to waive and do hereby waive on the exercise of such right and licence all rights to exemption from seizure and distress under any Statute of this Province.

THE Mortgagors agree that neither the execution nor registration of this mortgage, nor the advance in part of the moneys secured hereby shall bind the Corporation to advance the said moneys or any unadvanced portion thereof;

AND it is hereby agreed that the Corporation may pay liens, taxes, rates, charges or encumbrances upon the said land and premiums for insurance and mortgage or income tax imposed or that may be imposed on the Corporation in respect of the said property or this mortgage or money hereby secured and the amount so paid together with all costs, charges and expenses, including Solicitors' costs, charges and expenses as between Solicitor and Client, travelling expenses for the officers of the Corporation and commissions on collections of rent, which may be incurred in taking, recovering and keeping possession of the said land or in inspecting or managing the same and generally in any other proceedings taken to realize the moneys hereby secured or to perfect the title of the said land, and also all moneys paid and expenses incurred by the Corporation in connection with the application for this loan and in the preparation and perfection of this mortgage security and in the satisfaction of any charge on said land shall be a charge on the land in favour of the Corporation and shall be payable forthwith by the mortgagors, their heirs, executors, administrators or assigns to the Corporation and their assigns with interest at the mortgage rate until paid and in default the power of sale hereby given shall be exercisable in addition to all other remedies. In the event of the money hereby advanced or any part thereof being applied to the payment of any charge or encumbrance the Corporation shall stand in the position and be entitled to all equities of the person or persons so paid off;

AND THE mortgagors for themselves, their heirs, executors, administrators and assigns covenant with the Corporation and their assigns that the Corporation or their assigns may at such time or times as they may deem necessary and without the

AND that upon the mortgagors or those claiming under them committing any act of waste upon the said land or doing any other thing by which the value of the land shall or may be diminished or making default as to any of the covenants or provisions herein contained the principal and interest hereby secured shall at the option of the Corporation forthwith become due and payable.

AND that the Corporation may at their discretion at all times release any part or parts of the said land, or any other security for the moneys hereby secured either with or without any consideration therefore, and without being accountable for the value thereof or for any moneys except those actually received by them and without thereby releasing any other of the said land or any of the covenants herein contained.

PROVIDED that until default of payment the mortgagors shall have quiet possession of the said land.

AND IT IS HEREBY DECLARED AND AGREED that all chattels, machinery, fixed or otherwise, erections, buildings or improvements now or hereafter put upon the said premises and attached thereto, incorporated therein, or used in connection therewith shall there upon become fixtures and part of the realty and become subject to these presents.

IT IS HEREBY AGREED that the covenants on the part of the mortgagors herein contained shall be and be deemed to be joint and several covenants.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals and corporate seal.

SIGNED SEALED AND DELIVERED
in the presence of
Duncan H. Gavin (signed)
Name
2830 Hemlock St. Vancouver, B. C.
Residence
Insurance Agent
Occupation

:(Sgn'd.) Taiji Tabuchi

Yoshio Tabuchi

: " S. Tabuchi

AFFIDAVIT OF WITNESS

To wit:

I, Duncan Henry Gavin, of the City of Vancouver, in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by TAIJI TABUCHI, YOSHIO TABUCHI and SAKAE TABUCHI, the parties thereto, for the purposes named therein.
2. The said instrument was executed at Vancouver, British Columbia.
3. I know the said parties and that they and each of them are of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
5. That the party SAKAE TABUCHI by reason of ignorance of English is unable to read and write English for the particular reason that she is of Japanese nationality and never educated in English, but the signature to the mortgage was made by herself.
6. That the execution of the within instrument by the said SAKAE TABUCHI was attended by the following facts, namely, the contents and effect of the instrument as I am informed by Haruo Tanaka Japanese interpreter, were sufficiently communicated to the said SAKAE TABUCHI and that she appeared to fully understand the contents of and voluntarily executed the instrument by signing her name in her own handwriting.

SWORN before me at the City of Vancouver, :
in the Province of British Columbia, this :
19th day of January, 1940. :

(sgn'd) Duncan H. Gavin

W. W. Walsh

A Notary Public in and for the Province :
of British Columbia :

AFFIDAVIT OF INTERPRETER

I, Haruo Tanaka of the City of Vancouver, in the Province of British Columbia make oath and say:

1. I am a Japanese and can speak Japanese and also can read speak and write English.
2. I have communicated in the Japanese language the contents and effect of the within instrument to the mortgagor SAKAE TABUCHI and she fully understood the contents of and voluntarily executed the instrument or adopted the execution thereof made on her behalf in the manner shown on its face.

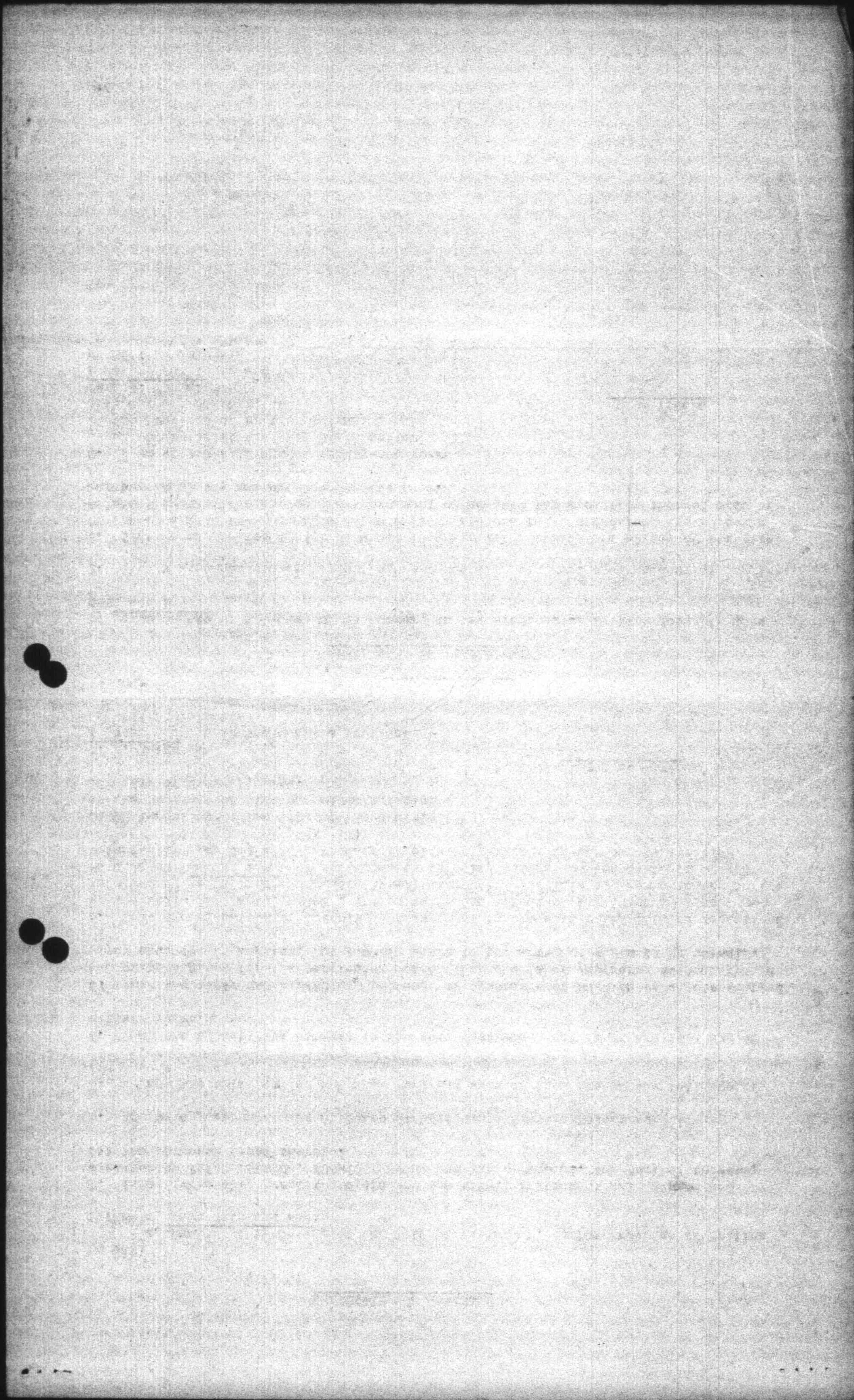
2. I am of the full age of twenty-one years.

SWORN before me at the City of Vancouver, :
in the Province of British Columbia, this :
16th day of DECEMBER, 1939. :

(sgn'd) Haruo Tanaka

Owen H. Thomas

A Notary Public in and for the Province :
of British Columbia :



No. 65363

DATED: NOVEMBER 7th, 1939

T. FAROCHI et al

to

THE ONTARIO LOAN & INVESTMENT COMPANY

copy

MORTGAGE

WALSH EDIL HOUSSEY TUPPER RAY & CARROLL

00

DOUGLAS W. REEVE, F. S. I.
CHARTERED SURVEYOR AND VALUER
GEORGE A. WATSON

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

EXHIBIT No. 1144-2

DATE OCT 1 9 1940

FILLED BY

K. A. Christie

JOHNSON, REEVE AND WATSON

ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

2nd August, 1943.

The Custodian's Office,
VANCOUVER, B.C.

File No. 14023/13657/12211

Dear Sir:

Catalogue No. 1
Lot 7 Block 9 D. L. 183E
1842 Adanac Street.

We have inspected this property and beg to report as follows:-

<u>Location.</u>	A convenient one in the East End.
<u>Land.</u>	49' x 124'. Above the level of the street, with concrete steps and walks.
<u>Building.</u>	1½ storey frame house on concrete foundation with stucco walls and shingle roof. 30' x 30'. Attic and stairs unfinished. 1st floor 4 rooms, nook and bathroom 3 fixtures. Basement concrete floor, hot air furnace and laundry tubs.
<u>Finish.</u>	Oak floor and fireplace living room. Tile sink.
<u>Condition.</u>	about 18 years old. Oak floor worn. rooms need decorating, plumbing worn, concrete floor rough and seepage showing, kitchen woodwork needs painting. Furnace new.
<u>Garage</u>	Dilapidated and of no value.
<u>Rent.</u>	\$30. per month
<u>City</u>	\$2,730 (Land \$630 Building \$2,100)
<u>Assessment</u>	
<u>Taxes.</u>	\$92.64
<u>Appraisal</u>	We are of the opinion that the fair market value of this property is \$2,800.

Yours faithfully,

JOHNSON, REEVE & WATSON

per

D. W. Reeve

DWR

IN UNION

W. WYLLIE JOHNSTON, PRESIDENT
OWEN W. THOMAS, VICE-PRESIDENT
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:
ABILITY, VANCOUVER
TELEPHONE:
PACIFIC 4374

MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY
(INCORPORATED AND ESTABLISHED 1870)

CAPITAL (PAID UP) \$2,000,000
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 16th Sept. 1943.

accept

Attention of Mr. Shears.

VACUATION SECTION	
Rec'd SEP 18 1943	
File No.	<i>234/42</i>
Ans.	<i>Harrop</i>
Referred	

The Dept. of the Secretary of State
Japanese Evacuees Section
Royal Bank Bldg
Vancouver, B.C.

Dear Sirs.

re. No. 1842 Adanac Street- Tabuchi.

We have a client who wishes to purchase the above mentioned property and we are fairly confident we can make a sale at a price of \$2800.00.

This particular property is listed in the No. 2 issue of your catalogue under Group "A", Catalogue No. 1.

It is pertinent to note that in November, 1939, the present owners the Tabuchis, bought this property through our office, from The Ontario Loan and Debenture Company, for a price of \$2250.00. A sale at \$2800.00 would therefore be a considerable advance in price.

We shall be obliged if you will let us know whether your Department is prepared to accept an offer of \$2800.00. If such an offer is acceptable, we will endeavour to close the sale as quickly as possible.

Awaiting your decision and reply, we remain,

Yours very truly,

MCGREGOR, JOHNSTON & THOMAS LTD.

Thomas W. Thomas, Vice-Pres.

O.W.T.

14023/1367/1221

3rd September, 1943.

Messrs. McGregor Johnston & Thomas,
414 Pender Street West,
Vancouver, B.C.

Dear Sirs

Re: Catalogue No. 1
1642 Adena Street.

In reply to your letter of the 16th and also your telephone conversation of today in which you advised that you are prepared to submit a definite offer to purchase the above property for the sum of \$2,800.00.

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 \$2,800.00, the full amount of the purchase price.

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

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

A statement of adjustments of taxes etc. will then be prepared, including registration fees, and forwarded to you, after which the documents will be submitted for registration.

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

Yours truly,

F. G. Shorro,
Director.

33

FG/TH

W. W. JOHNSTON, PRESIDENT
OWEN W. THOMAS, VICE-PRESIDENT
THOMAS JENKINS, SECRETARY

W. W. JOHNSTON, PRESIDENT
OWEN W. THOMAS, VICE-PRESIDENT
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:
ABILITY, VANCOUVER
TELEPHONE:
PACIFIC 4374

MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

MORTGAGE DEPARTMENT

414 PENDER STREET WEST

VANCOUVER, B. C. 12th Oct. 1943.

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY
(INCORPORATED AND ESTABLISHED 1870)

CAPITAL (PAID UP) \$2,000,000
RESERVE \$2,400,000

Rec'd OCT 13 1943
File No. 14023
Ans. 14/10/43
Referred *Amo*

N-3.

Attention of Mr. Shears.

The Department of the Secretary of State
Japanese Evacuation Section
Vancouver, B.C.

Dear Sirs.

re. Catalogue No. 1, No. 1842 Adanac St.
(Your file No. 14023, 13657 & 12211)

Referring to your letter of the 23rd ult. and to the writer's subsequent conversation over the phone with your Mr. Shears, when we informed him that the purchasers would pay cash to the mortgage of The Ontario Loan and Debenture Company, As arranged, we therefore enclose herewith our certified cheque in favour of "The Custodian" for \$1265.83 as per statement herewith.

The purchasers names, address and occupations are:-

Jacob David Sweid, Meat Dealer, and Edith Sweid, his wife, both of No. 3166 West 13th Avenue, Vancouver, B.C. (As Joint Tenants and not as Tenants in Common)

The purchasers inform us that they are British Subjects.

Date of purchase 1st October, 1943.

Subject to existing tenancy and adjustment of Taxes, Insurance etc. as at 1st October, 1943. Subject also to the existing mortgage.

The property is known as No. 1842 Adanac Street, Vancouver, B.C. and the legal description is Lot 7, Block 9, Subdivision "E" of District Lot 183, Group 1, New Westminster District, Amended plan No. 180.

Yours very truly,

MCGREGOR, JOHNSTON & THOMAS LTD.

Owen W. Thomas

Vice-Pres.

OWT.

12211, 14023 & 13657

October 30, 1943.

Messrs. McGregor, Johnston, & Thomas Ltd.,
414 West Pender Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 1,
1842 Adenac Street

This property, the rents for which you are collecting, is the subject of an expected sale through your agency, the effective date of which should be October 13, 1943.

Will you be good enough to continue collecting rents and reporting to this office pending completion of current arrangements. It will be appreciated, however, if you will report as promptly as possible and at the same time will keep us up to date on all charges against the property which are disbursed through your office.

No further extraordinary charges should be incurred without consultation, but current levies usually payable on behalf of the landlord (such as water, for example) may be continued.

You will be further notified when the sale is finally completed so that whatever arrangements are desired may be made with the prospective transferee.

Yours truly,

P. H. Russell,
Administration Department.

PHR:MA

2
Catalogue No. 1

Files No. 12211, 14023 & 13657

1842 Adanac Street

7/9/1/183

STATEMENT OF ADJUSTMENTS

re sale of Lot 7, Blk. 9, Sub. "E", D.L. 183 (No. 1842 Adanac Street) to Jacob David Sweid and Edith Sweid, as at 13th of October, 1943.

Oct. 12	To Cash	\$ 1265.83
Sep. 1	* Mortgage, Ontario L & D. Co.	1526.63
	* Interest on above	10.54
	* Water rates	8.40
	* Commission, \$2800.00 @ 5%	140.00

CR.

By purchase price	\$ 2800.00
* Taxes, \$92.63	20.05
* Water rates, \$7.55	3.15
* Insurance, \$11.55 (Policy No. 746414, Employers, \$2100, expires 29th October, 1945)	7.55
* Rent, 1st Oct to 13th Oct	13.00
* Registration fees, Deed to Sweid et ux	10.10
* BALANCE:-	97.55
	\$ 2951.40 \$ 2951.40

To balance:-

\$ 97.55

c.c. to McGregor, Johnston & Thomas, Ltd.
(for your information)

CODE
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT
OWEN W. THOMAS, VICE-PRESIDENT
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:
ABILITY, VANCOUVER
TELEPHONE:
PACIFIC 4374

MCGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY
(INCORPORATED AND ESTABLISHED 1876)

CAPITAL (PAID UP) \$2,000,000
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C. 10th December, 1943.

Attention of Mr. Russell.

The Custodian,
Japanese Evacuation Section
Vancouver, B.C.

Dear Sir.

re. Catalogue No. 1-1842 Adanac Street
(Your File Nos. 12211, 13657 & 14023)

In response to a request received over the phone from your office, yesterday, we enclose herewith a Statement of Adjustments in connection with the sale of No. 1842 Adanac Street to Jacob David Sweid and Edith Sweid, showing a debit balance of \$97.55.

We presume that, following your usual practice, you will register the Deed to the purchasers and we have therefore credited you with the registration fees, \$10.10.

We trust you will find our statement in order,

Yours very truly,

MCGREGOR, JOHNSTON & THOMAS, LTD

per

Wm. Johnston

OWT.

EVACUATION SECTION	
Rec'd	DEC 14 1943
File No.	
Ans.	
Referred	<i>Russell</i>

Out to you.

12211

January 3, 1944.

Mr. Taiji TABUCHI,
Registration No. 07006,
171 Elne Street,
Toronto, Ontario.

Dear Sir:

Re: Catalogue No. 1
1842 Adanac Street
7/9/E/183

Please be informed that 1842 Adanac Street has been sold as of October 13, 1943 for the sum of \$2800.00 which is equal to or in excess of the value attached to these premises by an independent appraiser.

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

The net result of the sale is as follows:

Sale price	\$ 2,800.00	
Less Real Estate Agent's commission @ 5%		\$ 140.00
" Mortgage		1526.63
" Interest on mortgage		10.54
" Water rates		<u>8.40</u>
	<u>\$ 1,685.57</u>	\$ 1685.57
Net credit to your account	<u>\$ 1,114.43</u>	

These funds are available to you in the usual way.

Yours truly,

George Peters,
Administration Department.

GP:EB

c.c. to B. C. Security Commission
(for your information).

CODE
WESTERN UNION

W. WYLLIE JOHNSTON, PRESIDENT
OWEN W. THOMAS, VICE-PRESIDENT
THOMAS JENKINS, SECRETARY

CABLE ADDRESS:
ABILITY, VANCOUVER
TELEPHONE:
PACIFIC 4274

McGREGOR JOHNSTON & THOMAS LIMITED

GENERAL INSURANCE AND FINANCIAL AGENTS

MORTGAGE DEPARTMENT

REPRESENTING:

THE ONTARIO LOAN & DEBENTURE COMPANY
(INCORPORATED AND ESTABLISHED 1876)
CAPITAL (PAID UP) \$2,000,000
RESERVE \$2,400,000

414 PENDER STREET WEST

VANCOUVER, B. C.

VACUATION SECTION

Rec'd JAN 8 1944

File No.

Ans.

Referred

Both sent to Agnes Spald.
7th. January '44

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

Your files Nos. 12211 & 13657
Tabuchi

Dear Sirs:-

re Employers' Liability Policy #746416,
Covering Dwg. #1842 Adenac St., Vancouver

As you are aware the property covered by the
above mentioned policy has been sold to Jacob D. and
Edith Sweid, and we are enclosing herewith Transfer form,
in duplicate, which we would ask you to kindly sign and
return to us at your early convenience and oblige.

Yours very truly,

McGREGOR, JOHNSTON & THOMAS, LTD.

per. *W. M. Johnston*

NH.

1220 Ag.
294 Cranbrooke Ave..
Toronto, Ont.,

Jan. 14, 1944.

Custodian of Japanese Property,
Royal Bank Bldg.
Toronto B.C.

EVACUATION SECTION	
Rec'd	JAN 17 1944
File	12211
Ans.	
Referred	Robert

Dear Sir,

The Ontario Loan & Debitment
Co. of London Canada has just
informed me, that a sale has
been made of my property in
(1842 Adance St Toronto -
Lot 7 Block 9 sub-division E district
183)

Will you kindly send me
your confirmation on this?

I have not been informed by
you or my agent in any way
about the disposal of my property.
If any such sale has been made
I demand that full details be sub-
mitted to me -

Wassell's
letter 3/11/44
answered this
J. DeLuca
Reg # 09006.

LAND REGISTRY OFFICE

Vancouver, B.C.,

No.

949402.

In the name of

Swaid

This registration has been completed. The Certificate of Title remains on file on behalf of all persons interested.

See section 162, "Land Registry Act."

Yours truly,

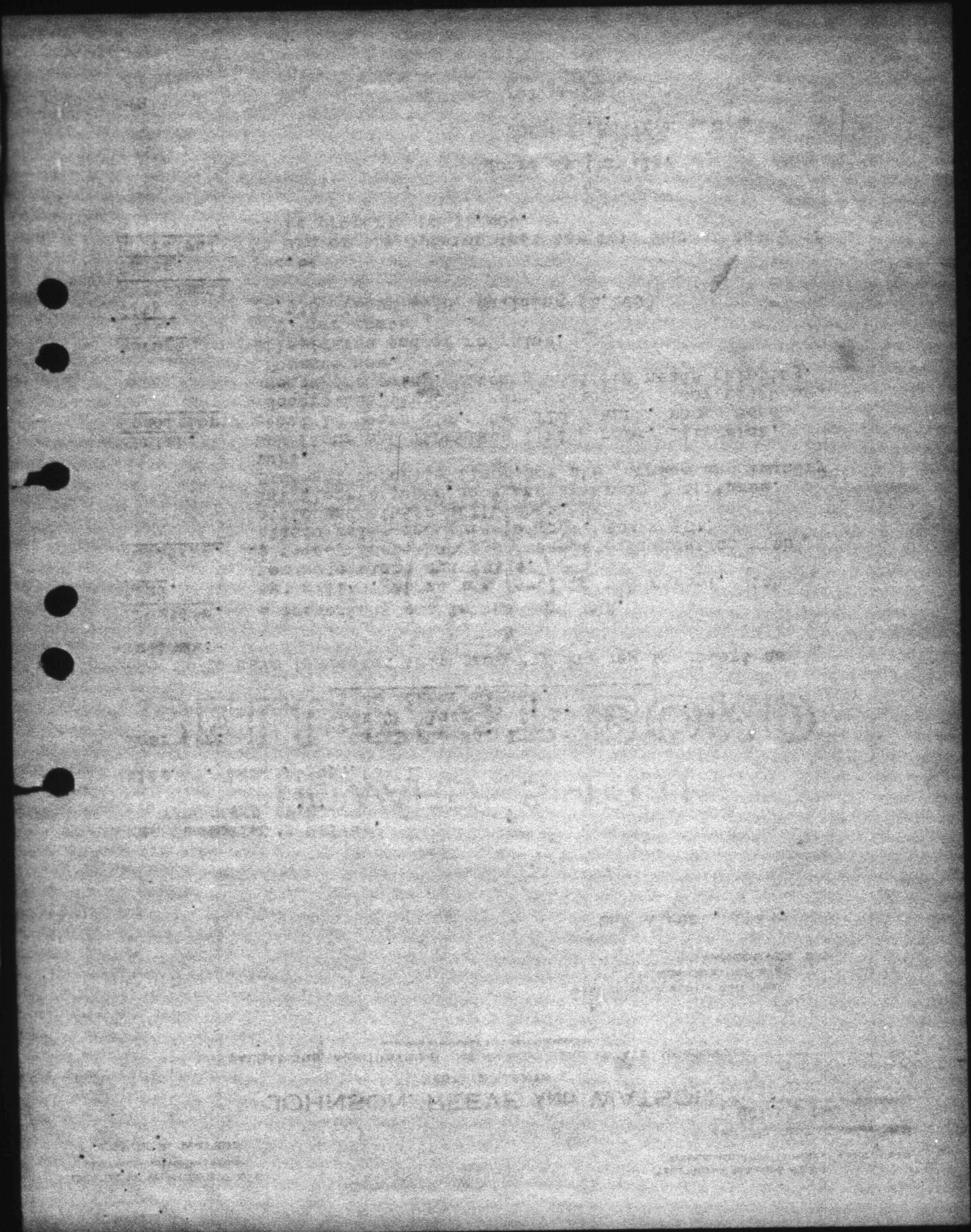
W. C. BROWN,

Registrar.

23/12

14073
19

15940M.



MEMORANDUM OF AGREEMENT

made this 31st day of May 1943.

BETWEEN Yoshio TABUCHI, a person of the Japanese race, having Registration No. 09520 and Sakaye TABUCHI, a person of the Japanese race, having Registration No. 02018;

OF THE FIRST PART

AND Taiji TABUCHI, a person of the Japanese race, having Registration No. 09006;

OF THE SECOND PART.

WITNESSETH:

WHEREAS the Parties of the First part together with the party of the second part are owners as tenants in common of that property in the City of Vancouver described as Lot 7, Block 9, subdivision "E", District Lot 183, Group 1, New Westminster District, Plan 180 such property being subject to a mortgage to The Ontario Loan & Debenture Company of record in the Land Registry Office as No. 15940-M.

AND WHEREAS for divers considerations moving between the parties hereto it has been agreed by and between them that the whole of the interest and property in the said lands are to be transferred from the parties of the First part to the party of the second part.

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties of the first part have transferred and do hereby assign, set over and transfer unto the party of the second part ALL AND SINGULAR the lands hereinbefore described as

Lot 7, Block 9, subdivision "E", District Lot 183, Group 1, New Westminster District, Plan 180.

for and in consideration of the sum of \$1.00 now paid by the party of the second part to the parties of the First part, receipt whereof is hereby acknowledged together with other lawful considerations completely and fully discharged the receipt whereof by the parties of the first part is hereby

acknowledged.

AND the Party of the second part doth covenant to and with the Parties of the first part that he will at all times keep them indemnified from all charges, claim or demand for moneys due or to accrue due to The Ontario Loan & Debenture Company in respect of the mortgage upon the said lands hereinbefore mentioned

AND IT IS FURTHER AGREED by and between the parties hereto and the request is now made by them jointly and severally to the Custodian of Enemy Property that the said lands shall hereafter be administered by him solely for the benefit of the Party of the second part and that all charges arising out of the said land or the said mortgage or for any reason connected with either the said land or the said mortgage shall be charged to the account of the Party of the second part.

The Parties of the first Part hereby covenant and agree to and with the Party of the second part that they will at all times hereafter execute such further assurance of the said lands and premises and of the transfer hereby made to the party of the second part or to the Custodian of Enemy Property or to any person representing his or their successors or interest or the interests or successors of either of them as may be required.

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

SIGNED, SEALED & DELIVERED

In the Presence of

Shiro Tabuchi
Shunichi B. C.
Witness
as to signature of S. Tabuchi
W. Rutherford
as to the signature of
Yoshio Tabuchi

Yoshio Tabuchi
S. Tabuchi

AFFIDAVIT FOR WITNESS

Province of Ontario } *British Columbia*
TO WIT: }

I, *Hasako Tabuchi* of the *City* *Victoria*
in the province of *British Columbia*
make oath and say:

1. I was personally present and did see the
within instrument duly signed and executed by *Sekaye*
Tabuchi the party thereto, for the purposes named
therein.

2. The said instrument was executed at *Victoria*

3. I know the said party, and that *she* is of
the full age of twenty-one years.

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

Sworn before me at *Victoria*
British Columbia
in the province of *Ontario*
this *31st* day of *May* 194*7*

H. Tabuchi

A Notary public in and for the
Province of Ontario.
~~A Commissioner for taking Affidavits~~
~~with Ontario.~~

CANADA
Province of Ontario
County of *Lincoln*
To Wit:

I, *William Rutherford*,
of the *City* of *St. Catharines* in the
County of *Lincoln*
Public Accountant make oath and say:

1. That I was personally present and did see the annexed Instrument and duplicate thereof duly signed, sealed and executed by *Yoshio Tazuechi* one of the parties thereto.
2. That the said Instrument and duplicate were executed by the said party at the *City* of *St. Catharines* in the *County* of *Lincoln*.
3. That I know the said party.
4. That I am a subscribing witness to the said Instrument and duplicate.

SWORN before me at the *City*
of *St. Catharines*
in the *County*
of *Lincoln*
this *24th*
day of *June*
194 *3*.

Wm Rutherford

J. J. McMan
A Commissioner, etc.

*A Notary Public in and
for the Province of Ontario.*

12211

REGISTERED

August 4th, 1943

Mr. J. D. Pratt,
6783 E. Broadway,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 1.

Your undated letter in which you enclose bank draft for the sum of \$200.00 and offer to purchase 1842 Adams Street, Vancouver, for the sum of \$2,000.00 has been received and considered.

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

This property has been independently appraised and the Custodian will not be interested in any sum less than \$2,800.00.

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

It will not be necessary to send any deposit until we advise you whether your revised bid will be recommended for acceptance.

Yours truly,

F. G. Shears
Director

FOS/CH

Enc.

Files: 12211
13657
14023

November 5th, 1943.

MEMORANDUM

TO: Mr. E. W. Wright

FROM: Mr. D. A. Gramer

Catalogue No. 1
1842 Adanac Street,
Lot 7, Blk. 9, S.D. "E",
D.L. 183, Gp. 1, N.W.D.,
Plan 180.

With reference to your memorandum of October 30th, 1943, re the sale, and making out of the Transmission and Deed, covering the above property.

The Quit Claim mentioned is really a Memorandum of Agreement, (taking the place of a Quit Claim) whereby Yoshio TABUCHI, Registration No. 09520, and Sakaye TABUCHI, Registration No. 02018, relinquish all their claim to any interest in the above property to Taiji TABUCHI, Registration No. 09006. This is registered in the names of Taiji TABUCHI, Yoshio TABUCHI, and Sakae TABUCHI, and because, in the Memorandum of Agreement, the name Sakae TABUCHI reads Sakaye TABUCHI, the Land Registry Office will not accept same. In order to facilitate matters, we are registering the Transmission in the three names.

The division of the proceeds is a matter for the Accounting Department to decide. The signed Memorandum of Agreement dated 31st of May, 1943, which is on file, should be sufficient evidence that both Yoshio TABUCHI, Registration No. 09520, and Sakaye (Sakae) TABUCHI, Registration No. 02018, have relinquished their interest in said property to Taiji TABUCHI, Registration No. 09006. You will also notice that the Police Registration No. 02018, as shown on the document as applying to the name of Sakaye TABUCHI, is the same as given to SAKAE TABUCHI - see her "JP" Form.

DAC:JS

D. A. Gramer

File Nos. 12211

13657

14023

Catalogue No. 1

December 30th, 1943.

MEMORANDUM

TO: Mr. P. E. Russell

FROM: Mr. D. A. Cramer

Taiji TANUCHI, Koshio TANUCHI
and
Sakas TANUCHI
Lot 7, Blk. 9, Subd. "F",
D.L. 183, Gr. 1, N.E.D., Plan 180.

With reference to the above property which was recorded
in the Vancouver Land Registry Office, December 13th, 1943, we
enclose herewith the following documents in connection therewith.

1. Copy of application number 94939-L dated December 13th, 1943, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 94940-L dated December 13th, 1943, registering the property in the names of Jacob David Sweid and Edith Sweid - Joint Tenants.
3. Duplicate of Transmission dated November 12th, 1943.
4. Duplicate of Deed dated November 12th, 1943 - Secretary of State to Jacob David Sweid and Edith Sweid - Joint Tenants.
5. Post card acknowledgment dated December 23rd, 1943, from the Vancouver Land Registry Office, No. 94940-L. Certificate of Title is being held in the Land Registry Office. Mortgage Registered No. 15940-M.

DAC:JS
Encls.



12211

January 3, 1944.

Mr. & Mrs. J. D. Sweid,
3166 W. 13th Avenue,
Vancouver, B. C.

Dear Sir and Madam:

Re: Catalogue No. 1
1842 Adanac Street
7/9/8/183

Please be informed that the registration of
the above property in your name has been completed. The
Certificate of Title, No. 94940-L, remains on file in the Land
Registry Office on behalf of all persons interested.

Yours truly,

George Peters,
Administration Department.

GP:EB

c.c. to McGregor, Johnston & Thomas Ltd.
(for your information)

12211

REGISTERED.

September 18th, 1947

Mr. Taiji TABUCHI,
Reg. No. 09006
294 Cranbrooke Avenue,
Toronto, Ontario.

Dear Sir:-

We have brought your file and account forward for review so that we can send you a brief report of your affairs that have come under our control.

In this review it is noted that when registering, you declared ownership of 1842 Adanac Street, Vancouver, B.C., known as Lot 7, Block 9 Subdivision E, District Lot 183, Plan 180, with your Mother and brother Toshio. Later, in May 1943 a Quit Claim Deed by them to you covering this property placed the title in your name, and it was dealt with as your property thereafter. As you are aware, McGregor, Johnston & Thomas Ltd. were agents for this property in your behalf, collecting the rentals and applying them against the mortgage, Fire Insurance premiums etc.

This property was sold on October 13th, 1943 for \$2800.00 and you were advised by letter of January 3, 1944 of same. On the 29th May 1944 you were forwarded a cheque for \$1100.00 which amount was charged to your account on our books.

We are enclosing the following statements:-

- 1- General statement showing a credit balance of \$44.68
- 2- Sales Statement of 1942 Adanac Street property showing a net credit to General Statement of \$1132.68.

You will notice from No. 2. Statement that there was a balance to pay under the mortgage owing by you of \$1526.63 plus interest of \$10.54. The balance of \$44.68 shown by No. 1. Statement was forwarded to you in our letter of May 14th, 1947 and closed your account on our books.

In your registration you mention "odd pieces of furniture etc". On making enquiry of the tenant Mrs. Salmon, we were informed that you "left nothing of value on the premises" and that you had told them that they "could keep anything they liked". The result is that nothing remains of chattels.

In the foregoing and in previous letters, reports and statements it would appear that we have reported on your interests that have come under our control and shall be obliged if you will confirm same when acknowledging receipt of this letter.

6783 E Broadway
Lochdale P.O.
Burnaby, B.C.

EXHIBIT NO.

1144-7

DATE OCT 19 1948

FILLED BY

K. A. Christie

No. 1

The Custodian,
506 Royal Bank Building
675 West Hastings St.
Vancouver, B.C.

Dear Sir;

re. 1842 Adanac St. Real Estate Catalogue No.1

I hereby tender an offer to purchase the property known as Lot 7 Blk.9, Sub."E", D.L.183 and being No.1842 Adanac Street. Vancouver B.C., for the sum of \$2000.00 cash and enclose herewith a bank draft for the sum of \$200.00 as deposit.

Yours very truly,

J. R. Pratt

Name of Claimant **ZABUCHI, Taiji**Case **1144**Custodian File **12211**

<u>REAL PROPERTY</u>											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
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			
2800	140.00 12.50										152.50
<u>PERSONAL PROPERTY</u>											
Motor Vehicles		Boats and Boat Gear									
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column				
<u>NETS</u>											
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	
<u>MISCELLANEOUS CHATTELS</u>											
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				
TOTAL RECOMMENDATION											152.50

12211

May 9, 1951.

Mr. Taiji TABUCHI,
294 Cranbrooke Ave.,
Toronto 12, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission
Case No. 1144

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.....\$152.50

Cheque in your favour is enclosed for \$143.71
and we have paid the Co-Operative Committee \$ 8.79
for legal fees as authorized by you.

Yours truly,

F. G. Shears,
Director.

FOS/GN
Encl.

Defence Brief

Taiji TABUCHI

File No. 12211

Case No. 1144

TORONTO
19 Oct. 49

48

REAL PROPERTY CLAIM

1. Real Property Claim

\$4500.00

Appraised at

\$2800.00

Sold for

\$2800.00

Witness: D. W. Reeve, Appraiser. ✓

Submission:

That the real property was sold at
its fair market value.

RWN/mw



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

IN THE MATTER OF THE "INQUIRIES ACT"

PART I, REVISED STATUTES OF CANADA 1927, CHAPTER 52

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

HIS HONOUR JUDGE J.A. BOGGS, SUB-COMMISSIONER.

Toronto, Ontario,

October 19, 1948

IN THE MATTER OF THE CLAIM OF

TAIJI YAMUCHI

PROCEEDINGS AT HEARING

APPEARANCES:

K. A. CHRISTIE, ESQ., K.C., appearing for the
Dominion Government.

F. A. BROWN, ESQ., appearing for the
Claimant.

A. SMITH, ESQ., Secretary,
B. J. HARRISON, ESQ., Official Interpreter,
J. B. McNEIL, ESQ., Official Reporter.

T. Tabuchi,
in chf.

TALJI TABUCHI, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BREWSTER:

Q. What is your occupation? A. I am a radio technician.

Q. I have before a document entitled "Real Estate, Other Than Farm" -- is that your signature?

A. Yes.

Q. Subject to a matter I am going to bring out in a minute or so, are the facts stated therein correct?

A. Yes.

(REAL ESTATE OTHER THAN FARMLAND FORM, DATED EXHIBIT NO. 1)

Q. Your claim is in respect to property known as 1843 Adams Street? A. Yes, sir.

Q. And perhaps at this stage my friend would like to produce the report of Johnson, Reeve & Watson?

MR. CHRISTIE: I tender the appraisal of Johnson, Reeve & Watson, dated Feb. August 1943, as Exhibit 2, and the appraised value is \$2000.

(APPRAISAL OF JOHNSON, REEVE & WATSON, DATED EXHIBIT NO. 2).

MR. BREWSTER: I see first of all that this is described as a four roomed house? A. Yes.

Q. Is that correct? A. Well, I don't know what the proper term would be but there was four large rooms, a hall, and there was also a large breakfast porch, and a large bathroom with a built-in tub. It is described as 30 x 30, which is quite a large place.

Q. I am showing you a photograph, what is that a photograph of? A. That is a photograph of my home immediately after purchase, before very much of the

T. Takahashi,
In wht.

improvements were made.

(PHOTOGRAPH OF HOUSE DATED EXHIBIT NO. 3)

THE SUB-COMMISSIONER: This property is in
Vancouver? A. Yes.

MR. BREWSTER: I see you paid \$1000. for the house
in 1939? A. That is correct.

Q. Is there anything you want to say about what
you paid for it or the circumstances at the time of the
purchase? A. Well, there isn't very much except
the cash down payment on the place was low. It was
made low enough and we had quite a large mortgage given
to us on the property, and since then the improvements
have been made. The reason for the low cash payment
was they understood we had quite a bit of money to put
into it to make it livable, repairs and decorations
and removing garbage from the lot, because the builder
left the debris around and building supplies and old
nails.

Q. It was in an unfinished state at that time,
was it? A. Yes, it was.

Q. What was unfinished about it? A. Well, for
instance the lower part of the house was finished, the
floors were laid and everything, and the walls were up
and wall papers, but the sash weights weren't in and
the windows were put on temporarily with nails. The
lot itself hadn't even been cleared or cleaned. The
upper part of the house was finished to provide a more
or less duplex style but just shiplap has been laid down.

Q. I see that in 1940, after you had bought it,
you proceeded to spend the money set out in Exhibit 1,

4.
T. Takushi,
In care.

1
2 in repairs and repainting and redecorating, in new
3 fixtures and in landscaping and gardening? A. Yes.

4 Q. In 1942 a new furnace and pipes were put
5 in? A. Yes.

6 Q. Where did you get the furnace and pipes?

7 A. The furnace and pipes were bought and
8 installed by a firm right near home. I don't
9 remember the name of the party but I think I have
10 receipts showing the purchase. Incidentally, the
11 work and everything was paid for on time because we
12 couldn't afford the cash outlay and the terms con-
13 tinued on until after the evacuation and we kept
14 paying for it after we left our home.

15 Q. I notice that was in 1942. At what time
16 were you evacuated? A. I left Vancouver on
17 approximately February 25th, 1942.

18 Q. And the furnace had just been put in a few
19 weeks before? A. Yes.

20 Q. You went on paying for it afterwards?

21 A. My mother stayed there until April, 1942.

22 Q. Now, I see it refers to a new roof on a
23 double garage. You had that put on before you left
24 there too? A. Yes.

25 Q. Your garage was in satisfactory condition
26 before you left? A. Well, it had a new roof on
27 and stucco sides, the doors were all right and it
28 was in fair condition. The roof was new. It had a
29 concrete floor also.

30 Q. I see the appraiser says in August, 1945,
it was dilapidated and of no value. You were not

T. Takushi,
In chf.

1 There at that time, but have you any comment to make
2 about that? A. Nothing, except when we were
3 evacuated we left one of our friends, not close
4 friends, but I let the family have the house, and
5 naturally they wouldn't want to spend money on the
6 upkeep of the home and I imagine that was the reason.
7 Also they had a lot of odds and ends stored in the gar-
8 age and I guess in time it gives it a dilapidated
9 appearance. Especially in B.C. there is a lot of
10 paint work and when it is not put on so often it
11 gets very shabby in appearance. It is not like brick.

12 Q. I notice on the form which you filed you
13 show that since the evacuation the unfinished upper
14 part has been finished. Did you go back to see this
15 property? A. Yes, I was out there last March.

16 Q. March, 1947? A. The March before last.

17 Q. You saw the property then? A. Yes.

18 Q. Who was in occupation then? A. Mr. Symon --
19 I don't know the gentleman's name upstairs. There
20 were two separate tenants there.

21 Q. Who was the owner? A. Mr. Swaid.

22 Q. I think he was the gentleman that bought it
23 from the Custodian? A. That is correct.

24 Q. I see you say the house is now being sold
25 for \$6500. Is that correct? A. Whether it has
26 been definitely sold or not I couldn't tell you, but
27 at the time I was there it was offered for sale for
28 \$6500.

29 Q. We should amend this statement to say the
30 house was being offered for sale in March, 1947, for

Y. Tabuchi,
In conf.

Q. At that time did you inquire what the
rentals were? A. Yes, I did.

Q. How much were they? A. \$35. for each,
the upper and lower separately.

Q. Making \$70. altogether? A. Yes.

Q. You observed what additions or changes
had been made since you were there? A. Oh yes, I
still had a small piece of personal property left
in the house and the people I left it with let me
go through the whole house and I noticed that things
were in a poor state of repair mostly because of
neglect of work in keeping it up.

MR. CHRISTIE: I tender as Exhibit 4, the
Certificate of Enumeration.

(CERTIFICATE OF ENUMERATION DATED FEBRUARY 4)

MR. BREMER: Now, you say here that the
unfinished upper part has now been finished. What
remained to be finished after you left? A. To make
a four room suite upstairs they needed a partition
to separate it into four separate rooms. Up until
that time it was just a wide open space.

Q. They put a partition in? A. Yes.

Q. What type of partition? A. As far as
I could see from down below it was just more or less
temporary work so these persons could occupy the
premises. I noticed a lot of woodwork had not even
been painted; it was just left.

Q. The partition had been put in since you left?
A. Yes.

T. Tabuchi,
In chf.

1 Q. What else had been done, if anything?

2 A. I couldn't see anything else.

3 Q. I see that the appraiser says that the
4 attic and stairs were unfinished; were they still
5 unfinished when you went back? A. No, the stairs
6 were there, except that the hardwood tread has not
7 been put in.

8 Q. Were the stairs there when you left?

9 A. Oh yes, we were using the upstairs as
10 more or less a storage room. We had a bed up there.

11 Q. The appraiser says the attic and stairs
12 were unfinished. I suppose he means the upstairs
13 room. Now you talked of the partition; was it
14 unfinished in any other respect.

15 A. At the time I left?

16 Q. Yes -- A. Well, how shall I describe
17 it -- it has been finished, but the stairs were
18 there and the treads were there, although it was just
19 rough lumber, and the side walls going up to the
20 upper floor were finished. I think the word "attic"
21 is really a false description because it is really
22 a large space.

23 Q. I take it it must be fairly large. It
24 has been rented apparently for \$20. since?

25 A. Yes.

26 Q. And then when you went back had a new floor
27 been put in? A. That I couldn't say.

28 Q. You didn't actually see the upstairs?

29 A. No.

30 Q. What was done with the stairs?

T. Tabuchi,
Is that?

A. I don't know. The only thing I was informed was that it was made livable; the partition was put up by the owner and it was rented.

Q. Now, did you have a mortgage on this property? A. Yes, sir.

Q. Have you got the mortgage with you?

A. Yes, I have.

Q. I see you are producing the original of the mortgage dated 7th November, 1939, and it is between Taiji Tabuchi, Yoshie Tabuchi, and Sakae Tabuchi, and the Ontario Loan and Discount Company. What was the principal amount secured by this mortgage? A. \$2000, or close to that, I believe.

Q. The mortgage company had no interest in the house before the mortgage was taken, had they?

A. I am not very familiar with that actually.

Q. Was it from the mortgage company you bought?

A. I don't remember that.

Q. This was a mortgage to secure the balance of the purchase price? A. Yes.

Q. That is who you purchased it from, is it?

A. Yes, I think it is. It is a corporation.

Q. Now, I notice from Exhibit 6, the Certificate of Title, it shows the property registered in the names of Taiji Tabuchi, Yoshie Tabuchi, and Sakae Tabuchi. Now, you of course are the first named person there? A. Yes.

Q. What about the other two people who are shown? A. They have assigned all the property to me in 1943.

T. Taguchi,
Ex. off.

Q. Have you got the document? A. Yes.

MR. CHRISTIE: I think we are prepared to admit that he was the owner. I think it should be cleared up that the title showed three names though.

MR. BROWN: What sort of district is this house street? A. It is a residential district situated near Victoria Drive, which is close to the Grand View District. There are no factories that I can remember. In other words it is just a residential district four or five blocks south of Hastings Street.

CROSS-EXAMINATION BY MR. CHRISTIE

Q. I tender as Exhibit 8 the Notice of Assessment showing the assessment to be \$1750.

(NOTICE OF ASSESSMENT FOR YEAR 1943, MARKED EXHIBIT NO. 8)

Q. I produce the J.P. form dated the 29th of February, 1943. Whose signature is that?

A. That is the signature I put on declaring the property to the Canadian.

Q. Is that your signature? A. Yes. I write back hand now. My fingers have got stiff.

Q. You are sure that is your signature?

A. Yes, that was in 1942.

Q. This says 1943. A. That is when I came out here.

Q. It shows the witness's name as Shinn?

A. That is my brother-in-law.

Q. Do you remember signing that now?

A. I signed so many things then --

I. Tabuchi,
Ex. ex.

Q. I will file it in my event.

A. That is the declaration I made.

(S.P. FORM MARKED EXHIBIT NO. 6)

Q. Now, I notice the item here for improvements
in landscaping and gardening is \$400? A. Yes.

Q. Will you tell me first of all who did that
landscaping and gardening? A. The landscaping and
gardening was done by a Japanese gardener with the
help of ourselves.

Q. How much did you pay him? A. Oh, we
paid him approximately on a daily basis about \$4.

Q. How many days did it take? A. I couldn't
tell you exactly how many. That was done over a
period not of weeks or months but over two summers.

Q. Now, what landscaping did you do that would
make a figure of \$400? A. Shrubs were put in.

Q. How many? A. I couldn't say the exact
number but there was shrubs around the house and one
on each side of the lawn near the front. There were
two below each window, one below the porch railing.
You can see by the picture there the rockery we put
in, and the plants amounted to quite a bit of money
because the plants are pretty expensive, anywhere
from 50 cents to \$1.00, and the lot was almost 30
feet wide. A lawn was put in too.

Q. Did this gardener put in the lawn, or did
you? A. Both of us put it in. He supervised
the work and we supplied the labour, everybody just
shipped in, that is all.

7. Tabuchi,
Gr. ex.

11.

Q. What kind of furnace was put in in 1942?

A. A steel furnace and brick inside.

Q. Do you know the make? A. I can't

remember the make now.

Q. What fuel did it burn? A. The fuel was

a combination of wood and coal.

Q. Was this stucco over frame or over brick?

A. That was granite stucco over frame.

Q. You told my learned friend this place was
offered for sale for \$2500. How did you obtain that
knowledge, who told you? A. The tenant downstairs,
Mr. Sykes, told me.

Q. You didn't see any documents?

A. No. Also I believe the tenant upstairs.
Both were eligible to buy it if they chose to.

Q. Do you know how old the property was when
you bought it? A. As far as I can remember I think
it must have been about -- I was led to believe it
was about 10 years old.

Q. That is all, thank you.

MR. CHRISTIE: I am tendering as Exhibit 7,
a tender of J.D. Frost in the amount of \$2500. It
doesn't appear to be dated, and also a tender of
McGregor, Johnston & Thomas, for \$2500.

(TWO TENDERS MARKED EXHIBIT NO. 7)

Q. I am tendering as Exhibit 8 the Real
Property Summary.

(REAL PROPERTY SUMMARY MARKED EXHIBIT NO. 8)

MR. CHRISTIE: It is submitted, your honor,
that the real property was sold at its fair market

(Discussion)

12.

value.

That concludes the defense.

MR. HENRY: The lot of October, 1943, seems to be the date of sale. I would call attention to a letter of McDougall, Johnston and Thomas, who made an offer on the 10th of September, 1943, which was finally accepted and they say:

"It is pertinent to note that in November, 1939, the present owners, the Tabushis, bought this property through our office, from The Ontario Loan and Debenture Company, for a price of \$2850.00. A sale at \$2800.00 would therefore be a considerable advance in price."

They do not say anything about the changes that had been made in the meantime. The sale eventually was made to Mr. David.

(PROCEEDINGS ADJOURNED NINE MIN)

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

J. B. McDougall
J. B. McDougall,
Official Reporter.

I, J. A. MacGibbon, Deputy Commissioner, appointed to hear a Commission to investigate claims of Japanese-Canadians for property loss, do certify the foregoing is a true copy of the evidence heard at the within claim.

J. A. MacGibbon
J. A. MacGibbon,
Deputy Commissioner.