

12995'

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: HAMAGAKI Ito (Mrs. Teiichi)
 HOME ADDRESS: 349 East Georgia St., Vancouver, B. C.
 former address: 2112 Pandora St., Vancouver, B. C.
 REGISTRATION NUMBER 07111 SEX: Female AGE: 57
 OCCUPATION: Rooming House Keeper, "Elmère Rooming House"
 349 East Georgia St., Vancouver.

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

EMPLOYER: self
 MARRIED? yes
 NAME OF WIFE OR HUSBAND: Teiichi
 ADDRESS OF WIFE OR HUSBAND: same as above
 NAMES OF ANY LIVING CHILDREN: Sachiko Mary (F)

ADDRESS OF CHILDREN: St. Thomas, Ontario
 AGE OF CHILDREN: 25 yrs.

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

1. LOCATION AND DESCRIPTION:
 1. 349 East Georgia St., City of Vancouver, Lot 17, block 87, district lot 196. Title deed number unknown. Howe Sound.
 2. Lot 4, block 6, sub-div of blocks 5 & 6, district lot 692. Title no. unknown. 4 1/2 acres situated near the Union Steamship Wharf at Howe Sound.
2. BUILDINGS AND OTHER IMPROVEMENTS:
 1. One rooming house, with 35 rooms, 3 storey, brick building. Store on 1st floor.
 2. No buildings.
3. INSURANCE (Give particulars; state where policies are)
 1. E. E. Rand & Fowler, Ltd., 543 Granville St., Vancouver. (agent) \$4500.00. Number unknown. Details in hands of agent.
 2. None
4. TAXES (Amount and where payable)
 1. \$257.04 payable City of Vancouver. 1941 paid.
 2. \$22.10 payable City of New Westminster. 1941, 1942 not paid.
5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)
 1. Declarant bought the house from E. E. Rand & Fowler, Ltd., 543 Granville St., in 1936. and still owes \$1400.00.
 2. All clear.
6. OCCUPANCY AND LEASES (If vacant so state)
 1. Occupied by declarant and when she is evacuated she hopes to rent the house to a Chinese man, name unknown, who is thinking of buying the ~~affixing~~ the rooming house business. It has not yet been settled, but declarant will give further particulars later. The agent is E. E. Rand & Fowler.
 2. None

1. Title documents at Vancouver Court House.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. 2. In own possession.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. 1. E. R. Rand & Fowler Ltd., 543 Granville St., who sold the house to declarant. 2. None.

9. IF FARM LAND STATE CROPS SOWN

none

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION.

none

2. LANDLORD'S NAME AND ADDRESS.

none

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID.

none

4. STATE WHEREABOUTS OF LEASE. none

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

none

6. IF FARM LAND, PARTICULARS OF CROPS SOWN.

none

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

none

Declarant hopes to sell her furniture with the business but if she

is unable to do so she will bring a list in later.

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

none

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

none

4. INSURANCE CARRIED ON ABOVE PROPERTY: \$1000.00 with A. S. Matthew & Co.,
402 Pender St., Vancouver, B. C. Policy in own possession, number unknown.

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

Declarant lent \$2000.00, 12 yrs. ago, to Mr. Shigeo MIYAUCHI, 710
Alexander St. for the payment of his house at this address. \$700.00
has been paid and there is \$1230 still owing. Declarant holds the
mortgage. Agreement drawn up by a Mr. J. Robertson, lawyer, who had an
office at 261 Powell St. until 1936. Address now unknown.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) Declarant

One \$50.00 Victory Bond, In own possession.

\$22 2.00 worth of War Savings Stamps, in own possession.

8. BANK ACCOUNTS: Royal Bank, Main & Hastings. About \$150.00. Book in own
possession, number 1583.

9. LIFE INSURANCE: _____

_____ none

10. INTEREST IN ANY ESTATES OR TRUSTS: _____

_____ none

11. SAFETY DEPOSIT BOX: _____ none

LIABILITIES:

1. PERSONAL DEBTS: Declarant bought her house from E. E. Rand & Fowler,
Ltd., 543 Granville St., in 1936. She still owes \$1400.00.

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 27th day of August 1942.

(Signature) _____

Witness _____

FOR DEPARTMENTAL USE _____

INFORMATION FROM R.C.M.P.

Date 26/8/43

Our File No. 12995

Full Name HAMAGAKI, Ito (Mrs. Teiichi)
(Surname in Block Letters)

Registration No. 07111 Male - ^VFemale
(check)

Age

Former Address 349 East Georgia St., Vancouver, B.C.

(Formerly) 2112 Pandora Street, Vancouver.

Date Evacuated Oct. 27/42 ? Naturalized - ^VCanadian-Born - National
(check)

Present Address 27 Boulevard, Tashme, B.C.
Mimico Rest Home, Mimico, Ontario
93 Dundas St. W.

^VMarried - Single
(check)

Name of Wife

Name of Husband Teiichi #06661

Name of Mother Name of Father

Names of Children under 16

Requested by P. Harrop Registered with Custodian

Additional Information House and lot at Pandora Street address

117
11

BC-731-P
BC-1862-B

BC/731-P
BC/1862-B

Page 1

S.S. Form No. 41
(Sheet 1)

Farm Appraisal Report

File No. **JL-742**

Land Description **Lot 4, Blk. 6, D.L. 692, Map 3633.**

Containing **4.43** Acres

Owner's Name **ITO, Hamagaki**

Post Office Address **Grantham's Landing, B.C.**

Nearest ~~Rail~~ **Boat.**

Distance **1 mile.**

Market Town **Vancouver**

Distance **23 "**

Church (give denomination) **United, Presbyterian, Anglican**

Distance **1 to 1 1/2 miles**

Nearest School **Howe Sound United**

Distance **1 1/2 miles.**

State how property was identified: **L.R.O. Sketch and corner posts.**

Roads: State whether property has access to main road, the kind of road and its condition.

Is on North Road (gravelled) at junction with gravelled road down the hill to Grantham's Landing.

Is this district a good one? **No.**

Employment opportunity **None in area.**

Predominating Nationality and religion: **British; none predominating.**

Describe Fencing and its condition: **Neighbours rail fence only.** Value \$

Water supply: **Not developed, available on property, but peaty and brown. Drinking water only available on adjacent land, proven by neighbours with similar BUILDINGS ON FARM land. Peaty water O.K. for stock.** Value \$

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X	T O I E						
	X							
	X							
BARN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							

Total present day value \$

Total Value Buildings add to farm

\$ -

Is dwelling habitable without repairs?

If not what is your approximate estimate of cost to make it

habitable?

\$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

Cultivated Land

BC/731-P
BC/1862-B

Page 2

ACRES	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
4.43	Nearly level	Deep, peaty clay lm.	Clay	Heavy clearing	250.00	25.00
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	

Total value of Land \$ 110.75

Total added by buildings to value of farm \$ -

Total fruit trees add to value of farm (for use in orchard districts only) \$ -

Total value of farm \$ 110.75

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

No cultivation.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.

Home unit for man with seasonal employment elsewhere.

Noxious weeds:

None.

Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:

Municipal and School - \$10.50.

Provincial Collector, Vancouver
Assessment District, Vancouver, B.C.

Date: 2nd August 1942.

Place: Seeholt, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 1st day of August 1942.

Inspector's Signature

"B.C. WORMWORTH"

Note: (Use Form 43 (Sheet 2) in connection with this form.)

Farm Appraisal Report

Remarks:

Remarks: The soil in this place is good but clearing is very heavy and with the marketing difficulties peculiar to the area, investment in the place as an agricultural unit would be doubtful. However, land available

However lands of similar class are being sold occasionally, proving that it is saleable. Such sales indicate the value I have placed upon this land.

The shock or cabin that once was on the place is gone, only a few boards remaining. Although parcel lies in a clay pocket - there is a natural drainage that only requires shallow local ditching to keep well drained.

(FOR ORCHARD LANDS ONLY)

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

Present Value

3

3

3

3

3.

3.

3

3.

Total \$

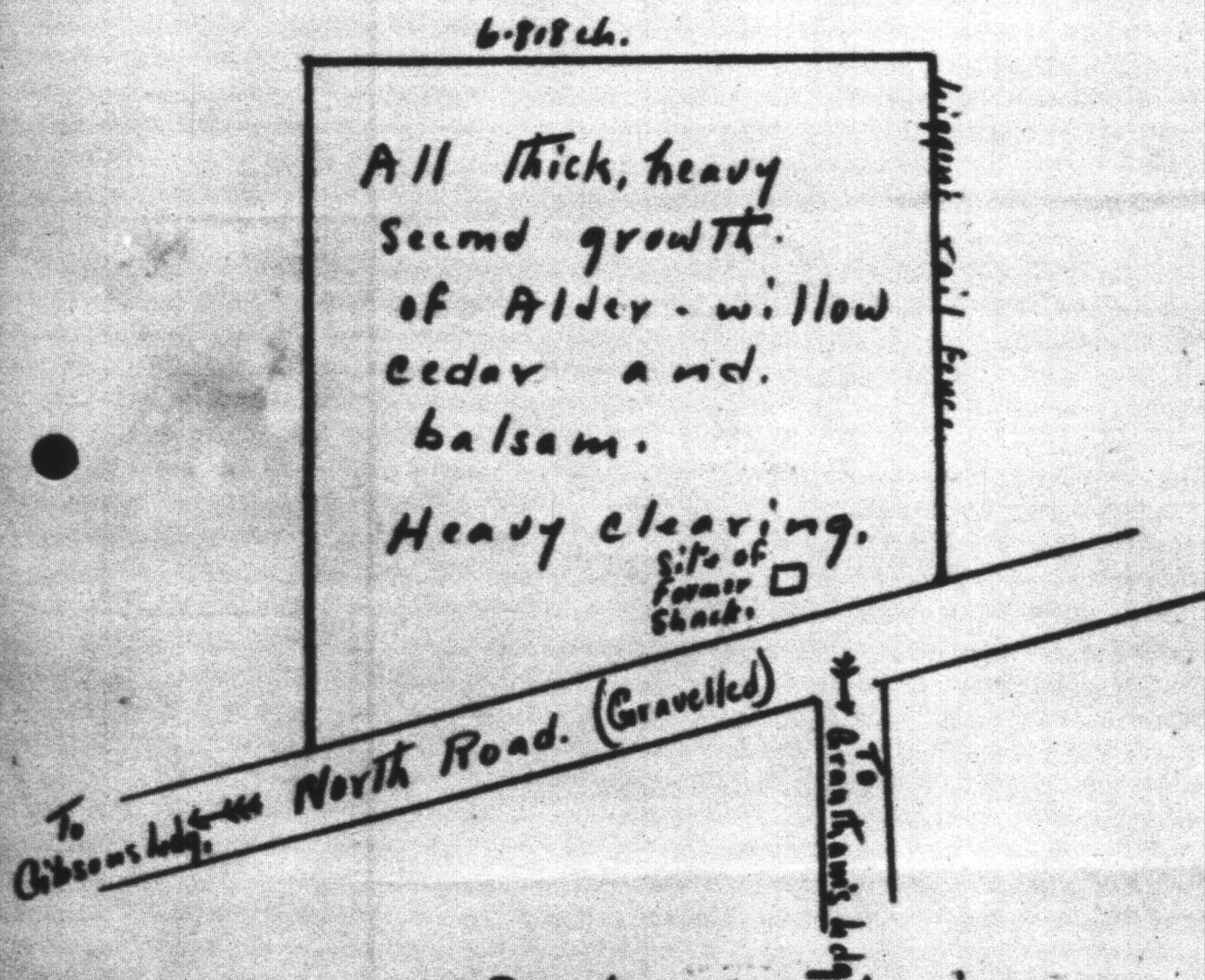
Amount fruit trees add to value of farm \$

Diagram of Property

Hamagaki I.T.D.

Lot 4 - Blk 6 - Dk. 692 - Map 3633

4.43 ac.



Scale 2 chains

Following careful review of this appraisal report, it is my opinion that the present

value is \$ 100.00

Date 3rd August 19 42.

"I.T. BARNET"

District Superintendent.

REG.
NO.

07111

NAME

HAMAGAKI, Teiichi (Mrs. Ito)

FILE
NO.

CARD NO. 1

12995

(See also file 3610)

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
American Alliance Insurance Co.	<i>Renewed Pol. # 412855 - American Alliance Ins. Co.</i> 411735	\$1,500.	April	1	1943	349-351 E. Georgia St. Vancouver, B. C.
Central Union Insurance Co.	<i>Renewed Pol. # 264780 - Central Union Ins. Co.</i> 264696	\$1,500.	April	1	1943	349-351 E. Georgia St. Vancouver, B. C.
Mercantile Insurance Co.	<i>Renewed Pol. # 444781 - Mercantile Ins. Co.</i> 444319	\$1,500.	April	1	1943	349-351 E. Georgia St. Vancouver, B. C.
American Alliance Insur. Company	<i>Transferred to New Owner - Bartley 4-1-44</i> 412085	\$1,500.	April	1	1944	Side Box 349-351 E. Georgia St. betw. Gore & Dunlevy Aves., Lt. 17, Blk. 87, D.L. 196, Vancouver, B.C.
Central Union Insurance Company	<i>Transferred to New Owner - Bartley 4-1-44</i> F. 264780	\$1,500.	April	1	1944	Side Box 349-351 E. Georgia St. betw. Gore & Dunlevy Aves., Lt. 17, Blk. 87, D.L. 196, Vancouver, B. C.
Attila Insurance Company	<i>Renewed Pol. # F. 264780 - Central Union</i> <i>Renewed Pol. # 445332 - Mercantile Ins. Co.</i> 444781	\$1,500.	April	1	1944	Side Box 349-351 E. Georgia St. betw. Gore & Dunlevy Aves., Lt. 17, Blk. 87, D.L. 196, Vancouver, B.C.
Identical Fire Insur. Co. (Glass Policy)	<i>Transferred to New Owner - Bartley 4-1-44</i> <i>Renewed Pol. # 31890 - Identical Fire Ins. Co.</i> G. 13740	Various	March	1st	1943	347 Georgia St., Vancouver, B.C.

SEE CARD NO. 2

REG
NO.
07111

NAME

HAMAGAKI, Teiichi (Mrs. Ito)

FILE
NO.

CARD NO. 2

12995

(See also File 3610)

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
B.C. Plate Glass Insurance Company	31890	Plate G.	March	31	1946	349-351 E. Georgia St. Vancouver, B. C.
Beaver Fire Insurance Co.	46373	\$500.	June	16	1945	4451 Harriett St Vancouver, B.C.
American Alliance Insurance Company	418296	\$1,500.	April	1	1945	349-351 E. Georgia St. Vancouver, B.C.
Central Union Insurance Company	F.267635	\$1,500.	April	1	1945	349-351 E. Georgia St. Vancouver, B.C.
Mercantile Insurance Company	445337	\$1,500.	April	1	1945	349-351 E. Georgia St. Vancouver, B.C.
Beaver Fire Insurance Company	61921	\$500.00	June	16	1945	4451 Harriett Street Vancouver, B. C.

File No. 12995

SUMMARY

August 19th, 1946

INSURANCE

Ito HAMAGAKI,
Reg. No. 07111

Fire insurance was maintained in the sum of \$4500.00 at 349-351 East Georgia Street, while required, also Plate Glass Insurance, all of which was transferred to the purchaser Faddiej Bartosz. Policies delivered to him April 26, 1944. Return premium of \$70.63 was allowed Ito HAMAGAKI in the adjustments as August 6th, 1943.

in the sum of \$500.00

Fire Insurance / on effects of Mrs. HAMAGAKI is revealed covering at 4451 Harriett Street to June 16th, 1948.

Fire Insurance It is noted that Mrs. HAMAGAKI had an interest in Fire Insurance at 710 Alexander Street, the property of Shigeo MIYAUCHI, against whom she held a mortgage on this property. On disposal of this property June 1945 her interest in the insurance ceased. Mrs. HAMAGAKI received \$1271.79 as June 2nd, 1945 in respect to her mortgage against the property.

The above Summary is certified to be in accordance with the information on file, August 19th, 1946.

B.R. Dusenbury
B.R. Dusenbury,
Administration Department.

File No. 12995

-- SUMMARY --

August 19th, 1946

-- LIABILITIES --

Re: Ito HAMAGAKI
Reg. No. 07111

The following claims are revealed on the file
against Ito HAMAGAKI:-

- | | | | |
|----|---|--------|------------|
| 1. | Hudson Bay Company | 21.26 | |
| 2. | Neon Products of Western Canada Ltd. | 59.86 | |
| 3. | Department of Labour, Japanese Division, | 184.60 | |
| 4. | Alien Property Custodian and Liquidator of Yokohama Specie Bank Ltd. Seattle, | 800.00 | U.S. funds |

Demand Note dated Nov. 29, 1939
Interest at 5% paid to Nov. 29/41.

Collateral - Yokohama Specie Bank,
Seattle, Time Draft #44756 dated Sept. 3,
1940 for 4401.05 yen.

Item No. 1. Hudson Bay Co. Called up the Hudsons Bay Company today and they reported that they had no record in Bad Debts a/c hence could cancel the claim.

Item No. 2. Neon Products - This was submitted in the usual manner and denied by Mrs. HAMAGAKI. Correspondence developed and later Neon advised us Sept. 23, 1944 that rather than have any extended correspondence that they would cancel the claim. Therefore closed.

Item No. 3. Department of Labour, Japanese Division. This was a claim for refund of maintenance and clothing to Mrs. HAMAGAKI and was settled through this office as May 16th, 1944.

Item No. 4. Yokohama Specie Bank Ltd. - This was admitted by Mrs. HAMAGAKI and the amount as computed Nov. 4, 1944 - \$1023.41 was charged to her account and placed in Suspense account No. 2 on our books. She was notified as Nov. 4, 1944 and advised that we "are holding it in Suspense a/c until such time as further instructions are received from the Custodian at Ottawa".

No other claims against or indebtedness of Ito HAMAGAKI are revealed on the file.

The above Summary is certified to be in
accordance with the information on file,
August 19th, 1946.

B. R. Dusenbury
B. R. Dusenbury,
Administration Department.

File No. 12965

June 23rd, 1944

MEMORANDUM
RE CLAIMS

Re: Ito HAMAGAKI

CREDITORS:

1. Neon Prod. of Western
Canada Ltd.

~~\$59.85~~

*Edwards Fund
withdrawn and from
Product Bldg Sept 23/44*

2. Alien Property Custodian &
Liquidator of the Yokohama Specie
Bank Ltd.

(U.S. funds)
800.00

*acknowledged
correct Aug 21/44*

Demand note dated Nov. 29, 1939
Interest @ 5 1/2% paid to Nov. 29, 1941.

Collateral:

Yokohama Specie Bank, Seattle, Time
Draft No. 44756 dated Sept. 3, 1940 for
4401.05 Yen.

GDM/GH

*Principal
Int. @ 5 1/2% 2 months to 6 Sep '41
2 years 22 days
add U.S. Spec. 11%*

Total.

*\$ 800.00
121.99
921.99
101.42
\$ 1023.41*

*Now placed in
Suspense Ac. 1023.41*

*calculated
checked*

R. B.

44756/44

C L A I M

File No. 12995

DATE

February 1st, 1943.

CREDITOR

Neon Products of Western Canada Ltd.

DEBTOR

I. Hamagaki
349 E. Georgia St.,
Vancouver, B. C.

AMOUNT OWING

\$59.86

AGENT

Nil.

ORIGINAL FILE

G-68

*Cancelled by
Neon as
L Sep 23/44
13846*

SUMMARY

File No. 12995

DEBTOR

Shigeo MIYAUCHI *Int. 403* .

Dec. 31, 1942.

M. S. *P.*

File No. 12995

-- SUMMARY -- August 19th, 1946

-- PERSONAL PROPERTY --

Re:- Ito HAMAGAKI,
Reg. No. 07111

CHATELS: - On page 2 of unsigned Registration of Ito HAMAGAKI dated August 27, 1942 the following in respect to chattels and business is recorded:-

"Declarant hopes to sell her furniture with the business but if she is unable to do so she will bring a list in later".

According to letter 16-10-42 of Smith & Smith, Brokers, this business was sold to Quon Wing of 612 East Hastings Street for \$1500.00 Cash which amount did not pass through the Custodian's hands.

The furniture to which reference is made in Registration seems to have been disposed of except perhaps certain other effects that were left in a room at 349 East Georgia St. (Ltr. 17-4-44) and which were later about May 1944 removed by Mrs. HAMAGAKI when in Vancouver. (Ltr. 25-8-44).

Apparently the foregoing takes care of all the chattels of hers referred to. However it is noted that later in the file as shown by letter 18-6-45 of Reginald H. Cross that he had in his possession:-

1 Willis Piano

1 Trunk and several small cartons

the property of I. HAMAGAKI, at 4451 Harriett Street. Under date of June 23, 1945 we have advice from John Strutt Insurance Agency enclosing Fire Insurance Policy #61912 for \$500.00 covering on effects of Mrs. I. HAMAGAKI at 4451 Harriett Street. She appears to have paid the premium on this policy for 3 years to June 16th, 1948.

It would appear that these effects at 4451 Harriett Street are all that she has in the Protected Area of British Columbia.

ACCOUNTS RECEIVABLE:

The unsigned registration of Mrs. HAMAGAKI dated August 27th, 1942 records particulars of a Mortgage against Shigeo MIYAUCHI for \$2,000.00 over 710 Alexander St, Vancouver, B.C. by her and claims an unpaid balance of \$1230.00. Later the property covered by this Mortgage was sold for \$1750.00 and after payment of charges (except this Mortgage) against the property, the proceeds of the sale plus revenue derived were paid in to the account of Mrs. HAMAGAKI in settlement of the Mortgage. The amount she received credit for was \$1271.79 in this respect. See Mr. Wright's letter of 30-5-45.

NOTE: It would appear that the amount credited as above was accepted in full settlement of the mortgage. (See also letter Wright 22-6-43).

BONDS, WAR SAVINGS
STAMPS, and BANK
ACCOUNT:

On Page 3 of unsigned registration dated August 27, 1942, reference is made to Bonds, War Savings Stamps and Bank account. As none of these vested with the Custodian, no action was taken by this office.

SPECIFIED ARTICLES:

No vessels, Radios, Cameras or Motor vehicles are revealed on the file.

No other Personal Property of Ito HAMAGAKI is revealed on the file.

The above Summary is certified to be in accordance with the information on file,
August 19th, 1946

W. L. Lusonbury Admn. Dept.

File No. 12995

-- SUMMARY --

August 19th, 1946

-- REAL ESTATE --

Reg. No. 07111

Catalogue No: Sold direct prior to Evacuation
Japanese Name: Ito HAMAGAKI, wife of Teiichi HAMAGAKI,
Civic Address: 2112 Pandora Street, Vancouver, B.C.
Legal Description: Lot 2, Block 35, District Lot 184, Plans 178 and 5322,
Vancouver, B.C.
Classification: Dwelling

Information:

This property was sold to John Lenie on April 27th, 1942
according to copy of Deed of that date from Ito HAMAGAKI
for the sum of \$1450.00 Cash to Mrs. HAMAGAKI.

No funds in this connection passed through the Custodian's
hands.

The above Summary is certified to be
in accordance with the information on file,
August 19th, 1946.

B.R. Dusenbury
B.R. Dusenbury,
Administration Department.

No claim on this property

File No. 12995

-- SUMMARY --

August 19th, 1946

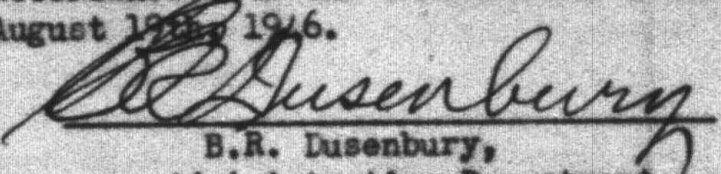
-- REAL ESTATE --

Reg. No. 07111

Catalogue No: Sold by special arrangement,
Japanese Name: Ito HAMAGAKI, wife of Teiichi HAMAGAKI,
Civic Address: Grantham's Landing, near Union Wharf, Howe Sound, B.C.
Legal Description: Lot 4, Block 6, District Lot 692, Plan 3633, New Westminster District.
Classification: Unknown. (Improvements assessed \$150.00).

Registered in the name of: Ito HAMAGAKI,
Title: Clear
Sold to: The Director, the Veterans' Land Act, for Cash \$108.00 as at Jan. 1, 1943, less registration fee \$3.00. Adjustments made.
Title delivered to: The Director, as date of Statement of account of sale June 21, 1944.
Funds released to: account of Ito HAMAGAKI as June 13, 1944.
Chattels: Nil.
Fire Insurance: Nil.
Remarks: Nil

The above Summary is certified to be in accordance with the information on file, August 19th, 1946.


B.R. Dusenbury,
Administration Department.

Catalogue No: 110
Japanese Name: Ito HAMAGAKI, wife of Teiichi HAMAGAKI,
Civic Address: 349-351 East Georgia Street, Vancouver, B.C.
Legal Description: Lot 17, Block 87, District Lot 196, ^{Q-1 NW0} Plan 196, Vancouver, B.C.
Classification: Rooming House and Store.

Registered in the name of: William Froude and Henry James Burr, subject to Indemnity Agreement, City of Vancouver, B.C. and subject to Right to purchase for \$4500.00 by Kanae Saegusa and subject to Assignment of said Right to Purchase to Ito HAMAGAKI as recorded in Land Registry Office May 30, 1942.

Sold to: Faddiej Bartosz for \$5000.00 Cash as August 6, 1943. All encumbrances as above noted were cleared off except as noted below, and deed from William Froude surviving Trustee under the Will of Lambert Bond, deceased, to Ito HAMAGAKI dated Nov. 26, 1943 was recorded March 30, 1944 in the Land Registry Office, Vancouver, B.C. subject to City of Vancouver Indemnity Agreement as above and on the same date title passed to Faddiej Bartosz, subject to said City of Vancouver Indemnity Agreement.

Title delivered to: Faddiej Bartosz as April 26, 1944.
Title No. 99897-L.
NOTE: A copy of Lease dated Oct 1, 1942 from Ito HAMAGAKI to Quon Yuen Wing was delivered to the purchaser with the said Title.
Adjustments completed.

Funds released to: account of Ito HAMAGAKI as April 26, 1944.

Chattels: Not involved.

Fire Insurance: transferred to new owner, Faddiej Bartosz

Plate Glass Insurance: Transferred to new owner, Faddiej Bartosz.

(over)



- 2 -

SUMMARY - REAL ESTATE - continued

REMARKS:

A great deal of trouble was experienced in obtaining title to this property. It belonged to the Estate of Lambert Bond, deceased, and was being looked after by Rand & Fowler, Ltd, Vancouver, B.C. William Froude and Henry James Burr were Trustees for the said Estate and had their residence in England. At the date of sale August 6, 1943, when it was necessary to obtain title for the purchaser, Faddiej Bartoss, it was learned that Henry James Burr was deceased and it became necessary for Froude as surviving Trustee to issue a Deed to Ito HAMAGAKI who was the Assignee under the Agreement for Sale from Kanae Saegusa in respect to this property. After a delay of some seven months in obtaining the proper documents, the Title was placed in the name of the purchaser Bartoss, clear of encumbrances except City of Vancouver Indemnity Agreement No. 89849F.

The amount paid to Rand & Fowler Ltd, Agents, on behalf of the Estate of Lambert Bond, in full settlement of the balance owing under the Agreement for Sale was \$896.95 plus \$10.00 to them in re Agreement for Sale - total \$906.95.

As the adjustments were made as of date of sale, namely August 6, 1943, it became necessary to refund rental collections as from that date as shown per statement of adjustments on file whereby the sum of \$614.98 was paid to Bartoss. This amount shows in general statement of the account forwarded to Mrs. HAMAGAKI, May 23, 1944.

In order to bring about the conclusion of the transactions as indicated in the foregoing, the services of Mr. Sheppard of Locke, Lane, Guild & Sheppard, Attorneys, were required for which services and those of their Agents in England a charge of \$72.02 was made by them and paid by this office as June 20, 1944 and as shown on General Statement.

When advised of the sale of this property, Mrs. HAMAGAKI wrote this office a lengthy letter dated August 31, 1944, objecting strongly to the deal and describing it as "outrageous" and using other similar expressions. More recently by letter, June 20, 1946 she again writes to us about this same transaction.

The file indicates that she also wrote to the authorities at Ottawa which necessitated a lengthy review of the whole matter by Mr. Shears in his letter to Mr. G.W. McPherson of June 2, 1944. Reference to this letter supplies a complete history of the transaction.

Assessment as noted - 1943

Land - \$1,050.00
Improvements - \$7,900.00

Valuation as given by Mr. Reeve
his ltr. July 24, 1943 - \$4,000.00

He reports the condition of the premises as follows:-
"35 years old. Plumbing old and piping corroded. Hot water storage tank leaking. Water seepage in basement. Halls narrow and 24 rooms on light wells only 6 feet wide. The ground floor is now used for storage and the premises are in very bad condition. The joists are rotten and the floor collapsed. The plaster is broken." "A large capital expenditure is required to restore the building to good condition and we have allowed for this".

(over)

6997

October 2, 1942.

Messrs. Smith & Smith,
990 Robson Street,
Vancouver, B. C.

Attention Mr. Thomas.

Dear Sirs:

Re: Teiichi HAMAGAKI

We understand from your phone message recently that the above has sold his rooming house business at 349 East Georgia Street for cash, and that the building itself is rented to the purchaser. We shall be glad if you will give us brief particulars of the sale and the rent charged for the building. As Mr. Hamagaki has not registered this property with us, and has not yet been evacuated, we have no control over this sale, but please note when Hamagaki is evacuated, his property automatically comes under the control of the Custodian, and any rents must not be paid direct to him and if paid to you, you must in turn remit the funds to this office and same will be credited to Hamagaki. Please inform the tenant of this, and let us know his name, that we may in due course advise him accordingly.

Yours truly,

P. Doust,
Administration Department.

PD:BT

6997

October 2, 1942.

Mr. Teiichi Hamagaki,
Japanese Registration No. 06661,
2112 Pandora Street,
Vancouver, B. C.

Dear Sir:

We understand from Messrs. Smith and Smith that you have sold your rooming house business at 349 East Georgia Street, and that you have rented the building which you own to the purchaser.

We would like to point out that when you have been evacuated, your property will automatically come under the control of the Custodian, and your tenant at 349 East Georgia Street will not be able to remit to you direct the rent agreed upon. In these circumstances we suggest that it is far better for you to register the above property with us, and suggest you go along without delay to our office at 314 Powell Street and complete the registration forms there.

We also think it would be better for your wife to register the property at 2112 Pandora Street, as on the registration form you signed on the 30th of April, we observe that she is stated to be the owner of the above. You will appreciate that the form above mentioned gives very little information, and should have mentioned that you own the property at 349 East Georgia Street. However, if you and your wife will now fill out the necessary forms, this will be satisfactory, and we should like to add that it is in your interest that you register, that we may protect your property while you are evacuated.

Yours truly,

P. Doust,
Administration Department.

PD:BT

P. S. We would like to know what arrangements you are making regarding 2112 Powell Street when you are evacuated. Have you a tenant for same, or are you appointing an agent? We are sending a copy of this letter to 349 East Georgia Street to insure that same reaches you.

2 1/2. Pandora
Zowlehd.

Reuter
970 mth
420 down
490

PA 7174
Zowlehd. Jm

have
mortgage
etc.

> sold some
months ago.
all clear
now.

6997

October 10, 1942.

Attention Mr. Thomas

Messrs. Smith & Smith,
990 Robson Street,
Vancouver, B. C.

Dear Sirs:

Re: Teiichi HAMAGAKI

With reference to our letter of the 2nd instant, we have phoned several times during the last few days endeavoring to speak to Mr. Thomas, but without success however. We regret we have not heard from you as requested, as to the particulars relating to the sale of the rooming house business of the above at 349 East Georgia Street, and we now understand that the Hamagakis are registering their property with the Custodian. We believe they are appointing Messrs. E. E. Rand and Fowler (who have a mortgage on the property) as their agents, who will be responsible to us for rents collected when the Hamagakis have been evacuated.

In the meantime, please let us have the information asked for regarding the sale mentioned above, and should you have prepared a lease for the building, we would like to have a copy of same or the main details. As we are anxious to have our records complete as promptly as possible regarding this case, we shall be glad to hear from you without delay.

Yours truly,

P. Douet,
Administration Department.

PD:BT

6997

October 14, 1942.

Messrs. E. E. Rand and Fowler, Ltd.,
543 Granville Street,
Vancouver, B. C.

Attention Mr. Fowler Jr.

Dear Sirs:

Re: Teiichi HAMAGAKI

With reference to your telephone call of last week, we were hoping to write you before now regarding the rooming house of the above at 349 East Georgia Street, but were awaiting information from Mr. Thomas, of Messrs. Smith and Smith, 990 Robson Street, Vancouver, whom we understand sold the rooming house business for Hamagaki recently. Although we have written and phoned the above firm regarding this matter, we regret so far we have received no information from them.

We understand the Hamagakis will be registering their property with us immediately and that they are appointing you as agents. We believe you mentioned on the phone that Hamagaki has rented the rooming house portion of his property for \$70.00 per month, and the lower portion for \$20.00 per month, but doubtless this will be shown by Hamagaki on the J. P. registration form he will be completing shortly.

We will inform you as soon as we hear anything further regarding this matter, and on the other hand, should the Hamagakis get in touch with you, we shall be glad if you will keep us posted, as we are anxious to have this property under proper control as soon as possible.

Yours truly,

P. Douet
Administration Department.

PD:BT

PHONE PACIFIC 2371

TUPPER SMITH
MANAGER

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
OCT 17 1942

SMITH & SMITH
REAL ESTATE - HOTELS - ROOMING HOUSES
BUSINESS OPPORTUNITIES
INSURANCE

May we quote you a Rate on your Insurance?

990 ROBSON STREET
VANCOUVER, B.C.

October 16, 1942

Mr. P. Douet,
Administration Department,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings and Granville Streets,
Vancouver, B. C.

Dear Sir:-

Re: Teiichi Hamagaki

Your file #6997

Answering your letters of October 2nd and 10th, this business was sold to Quon Wing of 612 East Hastings Street for the full price of \$1,500 cash, and the rental charged for the building on a four year lease is \$70.00 per month.

We note from yours of October 10th that Messrs. E. E. Rand & Fowler are agents for the building, and that they will be responsible to you for rents collected when the Hamagakis have been evacuated. We have not got an extra copy of the lease, but if you must have this, we will borrow Mr. Wing's copy and make one for you.

We regret the delay in giving you the information, but will, at the same time, be pleased to give you any further particulars you may require.

Yours very truly,

SMITH & SMITH

F. W. Thomas

Per:

FWT/MM

*Phone
321-1111
J. P. Douet*

12995

November 2nd, 1942.

Messrs. E. E. Rand and Fowler, Ltd.,
543 Granville Street,
Vancouver, B. C.

Dear Sirs:

Re: Teiichi HAMAGAKI

With reference to our letter of the 14th of October and our phone conversation of this afternoon, as you have been appointed agents by the Hamagakis for their property at 349 East Georgia Street, we shall be glad if you will write us fully regarding the present position of the mortgage on this property, showing amount of original purchase, payments made on account of Principal and Interest, rate of Interest, etc. etc. Please confirm if the rentals mentioned in our letter of the 14th are correct, and if a lease has been drawn up between the Hamagakis and the tenant we would like a copy for our file.

As mentioned, the Hamagakis would not sign the "JP" registration forms which were prepared for them, and we enclose an unsigned copy which you will no doubt like to have on file. Although these Japanese did not declare their property to the Custodian, as they have been evacuated, same is automatically vested in the Custodian, and under no circumstances may any payments be made by you to the Hamagakis from rentals received. We will write you further on this matter after having received your letter, but in view of what you mentioned on the phone this afternoon of Hamagaki's wish to receive from you part of the rent each month, we wish to make it clear that no such payments can be made.

Yours truly,

P. Dodet,
Administration Department.

PD:BT

Encl.

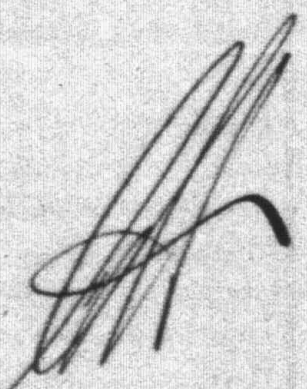
Vancouver, B. C.
October 19th, 1942

Messrs E. E. Rand & Fowler Limited
543 Granville Street,
Vancouver, B. C.

Dear Sirs:

This shall be your authority to manage on my behalf the property known as 347 and 349 East Georgia Street, situate on Lot 17, Block 87, D.L. 181 and 196 Group 1 New Westminster District, Map 196 until further notice, collecting the rents, making such repairs as are necessary and applying the net revenue on payment of taxes, fire insurance, capital on deferred payments or interest on the said deferred payments. Your remuneration being 5% on the gross amount collected.

Ito Yamagaki



OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

SEP 5 1942

12995 *Allyander*
349 Georgia Street, East,
Vancouver, B.C.
Sep. 4. 1942.

G. W. McPherson, Esq.,
Deputy Custodian of Enemy Alien Property.

Dear Sir,

In connection with Japanese evacuation and with reference to paragraph which appeared in Province newspaper of date September 1st.

"when all Japanese have left Vancouver all their property will automatically come under the custodian's control"

I have to state that I, and my husband, are both naturalized subjects of May 1910, and that we are not therefore, enemy subjects we having sworn our allegiance to the British Throne at that time and we consider ourselves British Subjects, and desire to remain so. I therefore can not see that I should have to sign over my property to the custodian.

I shall be pleased to hear from you at your earliest convenience.

I remain,

Yours respectfully,

Itô Hamaguchi
pro M.

12995
wifes name *IT*
9th September, 1942.

Mr. and Mrs. Ito HAMAZAKI,
349 East Georgia Street,
Vancouver, B. C.

Chunee Room
Mr. J. Hamagaki 309 E Georgia

Dear Sir and Madam:

Thank you very much for your letter dated September 4th. The contents of your letter have been carefully noted, and if you would be good enough to call at this office the undersigned will be happy to explain the situation to you.

In brief, however, under present regulations all individuals of the Japanese race who leave the protected area are subject to Order in Council P.C. 1665 and amendments thereto, under which the property left by them in the protected area vests in the Custodian and is administered by the Custodian. To facilitate such administration the Custodian's office has prepared a registration form and would appreciate all such individuals duly completing such registration forms previous to their leaving the protected area. Such registration may be made either at our Powell Street branch (Fuji Chop Suey) or in the Custodian's office in Hastings Park, or at this office.

Should you desire further particulars in connection with this matter we would appreciate your calling at our office at your early convenience.

Yours truly,

R. P. Alexander
Manager

RPA:LF

E. E. RAND & FOWLER LIMITED

*Rental and Insurance Agents
Property Management and Real Estate*

Cable Address:
"Rand, Vancouver"

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
NOV 5 1942

543 Granville Street

Vancouver, B. C.

November 4th, 1942

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

Dear Sir:

Your File No. 12995 - Teiichi Hamagaki

We beg to acknowledge receipt of your favor of November 2nd and as requested hand you herewith particulars respecting the property known as 347-349 Georgia Street East.

The title of this property is registered in the Land Registry Office in the names of the Trustees of the Estate of Lambert Bond, deceased. We act as Agents for the Bond Estate. The property is known as Lot 17, Block 87, D.L. 196, Map No. 196, and was sold through us by the Trustees under Agreement of Sale dated the 17th of February, 1936 to Kanae Saegusa of 1626 West 4th Avenue, Vancouver at a price of \$4500; terms \$1300 cash and the balance as follows:- \$300.00 on the 17th of February, 1937, 1938, 1939, 1940, 1941 and \$1700.00 on the 17th of February, 1942, with interest at the rate of 5% payable half yearly.

Payments have been made as follows:-

		Principal	Interest
1936	February 11th	100.00	
	April 3	1200.00	
	August 19		80.00
1937	February 12	250.00	80.00
	March 19	50.00	
	August 30		72.70
1938	February 21	113.55	72.50
	March 21	100.00	
	April 6	86.45	.95
	August 18		65.00
1939	February 17	135.95	65.00
	April 6	164.05	
	October 30		58.58
1940	February 19	80.00	57.50
	March 12	150.00	
	April 1	70.00	
	August 21		50.00
1941	February 17	100.00	50.00
	April 5	200.00	
	August 23		42.50
		2800.00	

Mr. P. Douet,

- 2 -

November 4th, 1942

	Forward	Principal	Interest
1942 February 12		2800.00	
August 18	Interest to Aug. 17/42	300.00	42.50
		<u>3100.00</u>	35.00

Insurance \$4500.00 covered by Policies:-

Central Union	#264696	\$1500.00	Premium	\$12.75
Mercantile	444319	1500.00	"	12.75
American Alliance	411735	1500.00		12.75

All policies expiring April 1st, 1943. Loss, if any, payable to the Lambert Bond Estate.

Taxes for the year 1942 amount to \$257.04 and we understand are unpaid.

It is reported to us that this Agreement of Sale has been assigned by Saegusa under Assignment of Agreement of Sale dated the 17th of February, 1936 to Ito Hamagaki, wife of Teiichi Hamagaki of 349 Georgia Street East. Ito Hamagaki has appointed this firm Agents for the property. We enclose herewith her letter dated the 19th of October, 1942 covering the said appointment and directions as to the disposition of any funds collected by us.

We are advised that there are two tenants in the building, the American Traders Company occupying the ground floor at a rental of \$20.00 a month under a monthly tenancy, the rent being paid to the 10th day of November, 1942. The two upper floors are occupied by Quon Yuen Wing at a rental of \$70.00 per month under a lease for a period of four years from the 1st of October, 1942, which lease contains an option of renewal for a further period of four years at the same rent and under the same terms and conditions. *Revt. now paid to Quon Yuen Wing* There is an understanding between the landlord and tenant that the landlord will contribute the sum of \$50.00 for redecorating to be done in the hallways of the building. This decorating is now being done and we anticipate that the amount of \$50.00 will be retained by the tenant out of next month's rent. We are further instructed by the landlord to pay to the tenant the sum of \$10.00 per month to cover the rental of one room which the landlord has retained for his use. We presume he must have some personal effects stored there, but do not know.

For your information we might advise you that it is our intention to use all funds received in the maintenance of the property and the payment of carrying charges and interest and purchase price.

Should there be any further information which you desire and which is available to us, we would be pleased to supply it.

Yours truly,
E. E. BOND & BOWLER LIMITED

GLF:D

P.S. You will note that the final payment is now over due

E. E. RAND & FOWLER LIMITED

Rental and Insurance Agents
Property Management and Real Estate

Cable Address:
"Rand, Vancouver"

543 Granville Street
Vancouver, B. C.

Telephone:
Pacific 7174

April 3rd, 1943

RECEPTION SECTION	
Rec'd	APR 5 1943
File No.	
Referred	<i>Mulson</i>

out to Cramer

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

Dear Sir:

Re: 347-349 East Georgia St.
Your File 12995

Enclosed herewith we beg to hand you an estimate on renewing a portion of the water supply in this building.

You will note in Messrs Weeks & Company's remarks that this water supply is in an exceedingly poor condition and in our estimation this new service pipe should be installed immediately.

We would be pleased to receive your instructions at the earliest date possible.

Yours truly,
E. E. RAND & FOWLER LIMITED

E. E. Fowler

WEF:D

WEEKS & COMPANY LIMITED

PLUMBING

SANITARY & HEATING ENGINEERS

923 WEST PENDER STREET
VANCOUVER, B. C.

April 2 1943.

Rand & Fowler Ltd.
543 Granville St.
City.

Re. 349 E. Georgia St.

12995
Pa 6131
Molson

Dear Sirs.

As requested we have checked over the above building for water supply.

We find that the cold water ^{supply} is in a very poor condition, there is not enough water getting through the pipes to flush toilet tanks, the toilets have to be flushed with a pail of water.

We would recommend that a new cold water service be installed, from main service in basement and carried up through building to roof space, along ceiling in roof space to main supply feeding the toilets, cross connect into this pipe, also connect to the necessary branch lines which supply the basins. Insulate the pipe in roof space with 3 ply covering.

For the above installation, we quote, \$ 83.50.

We feel that this will give you a complete supply of water to the front part of building and toilets. At a later date the service may have to be continued to the rest of the building.

Yours truly .
Weeks & Co. Ltd.

Per. J. St. Adams.....

April 15th 1943.
Toshiba, via Hope, B.C.

Mr. J. A. Cramer.

Department of the Secretary
of State Office of the Custodian,

File no 12995
2287.

EVACUATION SECTION
Rec'd APR 19 1943
File No. 2287
Ans. 12995
Referred Cramer

Re Shigeo Miyachi,
Lot 3, Block 44, L.L. 181.

Dear Sir:-

In reply to your favour of 5th inst
I am enclosing a copy of the above mortgage of the above named
property.

but I can not find it in here.
I think maybe it left at our neighbor's
house where we lived former residence at
2112 Pandora St, City of Vancouver.

Please wait in a few days till I find
it. Will be send to you as soon as
possible I can,

Yours very truly

Ito Hamagaki

Reg # 07111.

P.S.

Mortgage

\$2,000

payable \$35.00

each every month
with interest at
7% per year

has paid up to October 1932.
Balance unpaid \$1.195 and accrued interest,

12995
April 26th 1943.
Tashme via Hope B.C.

NOTIFICATION SECTION
Rec'd APR 30 1943
File No. 12995-2289
Ans.
Referred Cramer

Mr L.D. Cramer,
Department of the Secretary
of State Office of the Custodian,
file no 12995

Dear Sir:-

Enclosed herewith
a copy of ^{Mortgage} the above named Property
which you require on April 5th
Please acknowledge receipt of it. if you want please call me
I am willing to go to Vancouver for to see the
Condition of this house if possible I can
will you please may I have a letter which
to show Supervisor in this Camp for to get permission
to go to Vancouver.

Re Shiges Miyachi
Lot 3 Block 44 L.L. 181.
Mortgage \$2000.00
Principal area \$1195.00
Interest " up to
April 30- 1943. \$131.32
Total \$1326.32

Yours very truly

Ito Hamagaki
Res No 07111

P.S.

I am a British Subject by Naturalized
at Vancouver on May 1910.

May 7th 1943.
Rm 215 Hamagaki
Box 27 Toohma
via Hope B.C.

RECEIVED SECTION
MAY 10 1943
FILE NO. 12995
403
Referred to <i>Cramer</i>

Mr. D. A. Cramer,
Department of the Secretary
of the State of the Custodian

file no 12995
2287403
mt.

Per

I have in receipt of your letter dated on 3rd inst. with a copy of the mortgage.

I enclose herewith a copy of the fire insurance policy which you require, also signed for statement. However this policy was named on the Secretary of State of Canada in his capacity of Custodian, instead for my name. Kindly give explain it for why not - was my name, for payable to insured.

Yours very truly

Ito Hamagaki
Reg no 07111.

P.S.

I am a British subject
by naturalized at Vancouver.

Statement attached
to Mortgage

[Signature]

E. E. RAND & FOWLER LIMITED

*Rental and Insurance Agents
Property Management and Real Estate*

Cable Address:
"Rand, Vancouver"

EVACUATION SECTION	
Rec'd	MAY 25 1943
File No.	
Ans.	<i>pe</i>
Referred	<i>Milson</i>

543 Granville Street

Vancouver, B. C.

May 25th, 1943

Mr. P. Doust,
Japanese Evacuation Section,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Ito Hamagaki Your File 12995

We have received a letter dated the 22nd inst., from the above party requesting a statement covering the property known as 349 & 351 East Georgia Street. We phoned your office in regard to this letter and were informed that such information as requested by Mrs. Hamagaki should be sent to her from your office. We therefore presume you will send her the information required.

In a letter to us under date of April 28th, 1943 she sent us a copy of a letter which had been sent to Ottawa in regard to the Japanese Evacuees disagreeing with an Order-in-Council in regard to the disposal of Japanese' property. Should you desire a copy of this letter we would be glad to forward same.

Yours truly,
E. E. RAND & FOWLER LIMITED,

H. H. Fowler

HEF:D

CONVEYANCING
COLLECTIONS
INSURANCE
(ALL FORMS EXCEPT LIFE)

J. A. MACKICHAN
NOTARY PUBLIC
REAL ESTATE & INSURANCE

RESIDENCE & OFFICE PHONE
FAIR 0468

2718 MAIN STREET
VANCOUVER, B. C.

July 15th, 1943

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

12995

Dear Sir:

Re Catalogue Parcel No. 110, Lot 17.
Blk 87, D.L. 196, 349 East Georgia St.
City of Vancouver.

On behalf of my client, FADDIEJ BARTOSZ, Track-
Patrolman, of Sedell, in the Province of British Colum-
bia, (Post Office Spence's Bridge, B. C.) I respectfully
submit an offer to purchase the above described property:-

Full Purchase Price Five Thousand Dollars (\$5000.00),
Certified Cheque, herewith, for Five Hundred Dollars (\$500.00)
Balance, after adjustments, Cash.

Yours truly,

J. A. Mackichan

Bond	1000	
Chs	1264	34
	2235	66
	500	-

M. A. Mackichan

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

TELEPHONE MARINE 8264
CABLE ADDRESS "JONRES" VANCOUVER

JOHNSON, REEVE AND WATSON
ESTATE AGENTS

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

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

24th July, 1943.

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

File No. 12995

Dear Sir:

Catalogue No. 110
Lot 17 Block 87 D. L. 196
349 East Georgia Street

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

Location Near Main Street in the district occupied principally by Chinese.
Lot 25' x 120'
Building 25' x 120', 3 storey brick building with shop and 32 rooms (with washbasins), 1 bathroom, 1 room roughed in for bath, 4 w.c.'s. Small basement furnace room, hot water heat.
Condition 35 years old. Plumbing old and piping corroded. Hot water storage tank leaking. Water seepage in basement. Halls narrow and 24 rooms on light wells only 6 feet wide. The ground floor is now used for storage and the premises are in very bad condition. The joists are rotten and the floor collapsed. The plaster is broken.
Rents Ground Floor \$20. Rooms \$70 per month plus water rates.
City
Assessment \$8,950[^] (Land \$1,050 Building \$7,900)
Taxes, etc. \$251.83. Insurance rate 85 cents per \$100. Coal chute in sidewalk rented from City for \$6. per year.
Appraisal The gross rents being \$1,080 per year and the landlord's expense for taxes, insurance, maintenance and collections being from \$500 to \$520, the surplus to provide for interest and depreciation is approximately \$560. The class of occupancy is undesirable and the depreciation heavy.
A large capital expenditure is required to restore the building to good condition and we have allowed for this.
We are of the opinion that the market value of this property is \$4,000.[^]

Yours faithfully,
JOHNSON, REEVE & WATSON
per *D. W. Reeve*

EXHIBIT No. 1062-4
DATE 20 May 1948
FILED BY *J. W. Reeve*

12995

July 31, 1943.

Mr. J. A. MacKichan,
2718 Main Street,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 110.

Your letter of the 15th instant written on behalf of Mr. Faddie J. Bartosz enclosing cheque for \$500.00 and offer to purchase 349 East Georgia Street for the sum of \$5000.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. We are holding in safekeeping for Mr. Bartosz one Dominion Government Bond and two cheques, totalling the balance of \$4,500.00 pending confirmation of our recommendation.

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

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

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. Shears,
Director.

FGS:AS

COPY

Locke, Lane, Guild & Sheppard
Barristers & Solicitors

703 Rogers Building,
Vancouver, B. C.
September 22nd, 1943.

Office of the Custodian,
912 Royal Bank Bldg.,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:-

Re: File No. 12995 Legal Department,
Mrs. Teiichi (Ito) Hamagaki

From your instructions it would appear that Lot 17/87/196, Group 1, Plan 196, being 349 East Georgia Street, is in the name of William Froude and Henry James Burr, has been sold under Agreement of Sale to K. Saegusa who has assigned to Ito Hamagaki. The registered owners are trustees of one, William Bond, deceased and these trustees have since died. The Custodian has sold to one, Bartosz, and your enquiry is as to the method of making title.

The memorandum in the file suggests that you pay Rand & Fowler who have been managing the property as agents and thereupon to bring an action for specific performance. We advise against that step because Rand & Fowler could not be agents in that there is no living principal, and action for specific performance could not be brought without representatives being appointed in this Province. Also a tender to Rand & Fowler would be ineffective to prevent the interest running in that they are not agents having no principal. Whether they know it or not they are at the present time mere intermeddlers. To make title Letters could be granted by the Courts of this Province in the Bond Estate or that of the surviving trustee. It appears that Rand and Fowler are arranging for such an appointment but if no one is immediately appointed you might request the Official Administrator to apply.

There is the further possibility of the Custodian assigning to Bartosz whatever interest is vested in him, the Custodian, under the various Agreements of Sale, leaving it to Bartosz to obtain title when the new personal representatives are appointed. This is apparently not acceptable to Bartosz. It, therefore, remains either through Rand and Fowler to have a new personal representative appointed or failing that to have the Official Administrator intervene. The latter would probably be the quicker and cheaper method of administration.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD

Per: - "F.A.S."

FAS/EB

*The Office of Rand and Fowler is a "place
designated" by the Court and therefore
performance can be made the estate of the*

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver, B. C.

September 22nd, 1943.

Rec'd	SEP 23 1943
File No.	
Ans.	

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

Dear Sir:-

Re: File No. 12995 Legal Department,
Mrs. Teichi (Ito) Hamagaki

From your instructions it would appear that Lot 17/87/196, Group 1, Plan 196, being 349 East Georgia Street, is in the name of William Froude and Henry James Burr, has been sold under Agreement of Sale to K. Saegusa who has assigned to Ito Hamagaki. The registered owners are trustees of one, William Bond, deceased and these trustees have since died. The Custodian has sold to one, Bartosz, and your enquiry is as to the method of making title.

The memorandum in the file suggests that you pay Rand & Fowler who have been managing the property as agents and thereupon to bring an action for specific performance. We advise against that step because Rand & Fowler could not be agents in that there is no living principal, and action for specific performance could not be brought without representatives being appointed in this Province. Also a tender to Rand & Fowler would be ineffective to prevent the interest running in that they are not agents having no principal. Whether they know it or not they are at the present time mere intermeddlers. To make title Letters could be granted by the Courts of this Province in the Bond Estate or that of the surviving trustee. It appears that Rand and Fowler are arranging for such an appointment but if no one is immediately appointed you might request the Official Administrator to apply.

Office of the Custodian.

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Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :-

FAS/EB

12995

October 27, 1943.

Mr. Faddiej Bartoss,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 110
349 East Georgia Street

You have applied to this office for the purchase of 349 East Georgia Street for the price of \$5,000.00 and this office has recommended acceptance.

We have had this morning a conversation with you in which it was explained to you that because of the difficulty in obtaining transfer of the title from the present registered owners to the Japanese whose interests are in the custody of this office, there will be some further delay before our recommendations can be implemented.

You have expressed it as your desire to wait until December 31, 1943 for title to be completed. Please be informed that if title cannot be delivered to you by that date, your offer and its provisional acceptance may be completely cancelled and your money returned to you.

It is understood that should this sale be completed you are to have credit for all revenues derived from August 1, 1943 subject only to deductions on account of the proportions of taxes, insurance, ~~water~~ ~~sales~~ and any other expenses paid by this office which would ordinarily be chargeable to a purchaser.

Yours truly,

P. H. Russell,
Administration Department.

PHR:MA

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver, B. C.

November 24th, 1943.

CABLE ADDRESS, "MAYERS"
TELEPHONE, PACIFIC 7137

ENEMY SECTION

Rec'd NOV 26 1943

File No.

Ans'd

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

Attention Mr. Wright

Dear Sir:-

Re - Mrs. Teiichi (Ito) Hamagaki
File No. 12995 Evacuee Section

Our London agents, Messrs. White, Leonard & Nicholls & Co., now report that while the executor, Burr, is dead the co-executor William Froude is alive. Our agents are sending evidence of the death of Burr. There now appears no difficulty in making title because Froude has the title and his survivorship enables him to give an effective transfer. The whole difficulty seems to have occurred through the unskillful manner in which the matter has been handled by Rand and Fowler. We have written this firm requesting that they forward a Deed of Land to be executed either in the name of Ito Hamagaki or the Secretary of State of Canada acting in his capacity as Custodian.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB

Catalogue No. 110
File No. 12995
349 East Georgia Street
17/87/196

1. Receipt of Certificate of Title No. 99897-L is by me hereby acknowledged and I agree that all adjustments and incidents in connection with the sale to me of property covered by the said certificate have been settled.
2. Receipt is acknowledged of copy of Lease dated October 1, 1942 between Ito Hamagaki and Quon Yuen Wing.
3. Receipt is acknowledged of The British Columbia Plate Glass Insurance Company policy No. 31890, Central Union Insurance Company policy No. F267635, Mercantile Insurance Company policy No. 445337 and American Alliance Insurance Company policy No. 418296 all of which have been assigned to me.
4. Receipt is acknowledged of cheque for \$614.98 representing closing adjustments on sale to me of 349 East Georgia Street.

Dated at Vancouver, B. C., this 25th day of April 1944.

Freddy Bartosz

Telephone:
Pacific 7174

E. E. RAND & FOWLER LIMITED

*Rental and Insurance Agents
Property Management and Real Estate*

Cable Address:
"Rand, Vancouver"

343 Granville Street

Vancouver, B. C. March 13th, 1944.

Attention Mr. Gibson

File No. 3610

Department of Secretary of State,
675 West Hastings Street,
Vancouver, B.C.

Dear Sirs:

Re: 349-351 East Georgia Street-
Estate of Lambert Bond

We enclose herewith copies of the following
Policies of fire insurance covering the above captioned
property;

418296	American Alliance,	\$1,500.
267635	Central Union,	1,500.
445337	Mercantile,	1,500.

These are to replace policies in the same
companies expiring on the 1st, April and we trust they
will be found in order.

Yours truly,

E. E. RAND & FOWLER LIMITED

[Signature]
INSURANCE MANAGER

EVACUATION SECTION	
Rec'd	MAR 14 1944
File No.	12992
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>

and told me
Dr 930

12995

April 18, 1944.

Mr. J. A. MacKichan,
1718 Main Street,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 110
349 East Georgia Street
17/27/26

Title to the above described property has now been received in the name of Mr. Paddie J. Bartosz, Sedell, B. C., and is ready for delivery. Relevant insurance policies which have been assigned to the new owner of this property are also ready for delivery.

Adjustments as of August 6, 1943, as shown by the enclosed sheet, have been calculated and a balance of \$614.96 appears to the credit of the purchaser.

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

Yours truly,

George Peters,
Administration Department.

CP:MA
Inc.
cc Mr. Paddie J. Bartosz
cc Messrs. Reid & Fowler Ltd.

12995

April 19, 1944.

Mrs. Ito HAMAGAKI,
Registration No. 07111,
Tachue, B. C.

Dear Madam:

Re: Catalogue No. 110
349 East Georgia Street
17/87/196

Please be informed that 349 East Georgia Street has been sold as of August 6, 1943 for the sum of \$5,000.00 which is 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		\$5,000.00
Less balance paid on Right to Purchase	\$906.95	
Less real estate agent's commission @ 5%	250.00	
Less balance of 1943 taxes	<u>23.75</u>	<u>\$1,180.70</u>
Net credit to your account		<u>\$3,819.30</u>

These funds are available to you in the usual way.

Yours truly,

George Peters,
Administration Department.

GP:MA
cc B. C. Security Commission

12995

506 Royal Bank Building,
Vancouver, B.C.

2nd June, 1944.

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

Dear Mr. McPherson:

Re: Mrs. Ito HAMAGAKI

I have your letter of the 30th ultimo and am returning herein correspondence which you enclosed from Mrs. Hamagaki and Dr. Coleman.

The completion of the transaction referred to became delayed on account of a particular difficulty which arose after an offer to purchase had been recommended for acceptance and the purchase price received by this office. The facts are briefly as follows:

The property was included in our catalogue as No. 110 for which tenders were called. The appraisal was made by Mr. Reeve of the firm of Messrs. Johnson, Reeve & Watson and is quite complete in its information and takes into consideration statements made in Mrs. Hamagaki's letter to The Honourable Mr. F.P. Varcoe, a part of the appraisal report reads as follows:

"Property 35 years old. Plumbing old and piping corroded. Hot water storage tank leaking. Water seepage in basement. Halls narrow and 24 rooms on light wells only 6' wide. Premises in very bad condition, the joists are rotten and the floor collapsed. The plaster is broken. A large capital expenditure is required to restore the building into good condition. The appraised price - \$4,000."

The only tender received was for \$5,000.00 and after submission to the Committee was accepted as of August 6th, 1943.

The property was being purchased by Mrs. Hamagaki under an Assignment of an Agreement of sale. The search revealed the title to be registered in the name of two white persons living in England who were trustees of the estate of a deceased person. The Agreement for Sale indicates that the price paid by Mrs. Hamagaki in February 1936 was \$4500.00.

G.E. McPherson, Esq.

Messrs. Rand & Fowler were the Canadian agents of the trustees and prior to evacuation Mrs. Hamagaki had arranged with them for the collection of rents which were to apply on payments due under the mortgage. It was not disclosed until payment of the balance due under the mortgage was offered to Messrs. Rand & Fowler that there would be any difficulty in delivering title but it was then brought to light that it was thought that both the Trustees were dead.

After waiting a considerable time for Messrs. Rand & Fowler to take action to contact the beneficiaries and arrange for the appointment of other trustees, Mr. Wright presented this case to our Solicitor, Mr. Sheppard, of Messrs. Locke, Lane, Guild & Sheppard, and he agreed to get in touch with their own agents in London. On November 24th, 1943 Mr. Sheppard advised us as follows:

"Our London agents, Messrs. White, Leonard & Nicholls & Co., now report that while the executor, Burr, is dead the co-executor William Froude is alive. Our agents are sending evidence of the death of Burr. There now appears no difficulty in making title and his survivorship enables him to give an effective transfer. The whole difficulty seems to have occurred through the unskillful manner in which the matter has been handled by Rand and Fowler. We have written this firm requesting that they forward a Deed of Land to be executed either in the name of Ito Hamagaki or the Secretary of State of Canada acting in his capacity as Custodian."

On January 29th, 1944, Mr. Sheppard again advised us:

"Our agents in London inform us that William Froud, the surviving executor of the estate of Lambert Bond, resides at 2 Laureston Road, Newton Abbot, Devon but that he is temporarily at 17 Chapel Row, Gosport, Hants. They have also sent us a certificate of death of the co-executor, Henry James Burr. Messrs. Rand and Fowler forwarded to Mr. Froud in November last a conveyance to be executed by him but he has not acknowledged that, nor subsequent letters. Mr. Fowler has today agreed to cable through in the form which we have requested, asking immediate execution of the conveyance and to cable back what he intends doing."

12995

3.

G.H. McPherson, Esq.

Further delays occurred in locating Mr. Froud and in obtaining his signature and it was not until March 15th that the executed deed arrived in Canada. Completion of this sale was then made, the adjustments being as follows:

Sale Price	\$5,000.00
Less Balance paid on Right to purchase	\$906.95
Less real estate agent's commission @ 5%	250.00
Less balance of 1943 taxes	<u>23.75</u>
	1,180.70
Net credit	<u>\$3,819.30</u>

Mrs. Hamagaki was advised of this on April 19th, 1944, and at her request a complete statement of her account with us was mailed to Tachue on May 23rd.

While Mrs. Hamagaki prior to her evacuation supplied us with certain information in regard to her affairs which was listed on our regular J.P. form, she positively refused to sign that declaration at that time.

Yours very truly,

F. G. Shears,
Director.

FCS/PMH

encl.

Canada

**DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN**

JAPANESE EVACUATION SECTION

File No. 12995

Reg. No. 07111

506 Royal Bank Building,
Vancouver, B. C.

Mrs. Ito HAMAGAKI,
Tashme, B. C.

JUN 21 1944

Dear Sir:

Re: Granthams Landing, B. C.
Lot 4, Blk. 6, District Lot 692, Group 1,
New Westminster District, Plan 3633.
C. of E.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	\$ 108.00
Add:	
Unexpired insurance premium as at January 1st, 1943	108.00
Less:	
Tax arrears to December 31st, 1942	\$ 3.00
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	\$ 105.00

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

\$41.00
 \$3130.72 CR \$3089.72

Debit
 Credit
 Balance

3025.72

40.00

\$ 1.00

\$ 105.00

Credit re Sale of Property
 Land Registry Office C/E
 Carried from Statement sent you
 on 23 May '47.
 Cheque to you

June 5
 1947

Jan. 1
 1943

12995

August 25th, 1944

Messrs. E. E. Rand &
Fowler, Limited,
543 Granville St.,
Vancouver, B. C.

Dear Sirs:

Re: HAMAGAKI, Ito (Mrs. Teiichi)

In connection with the property at 349-51 East Georgia Street, formerly owned by Mrs. HAMAGAKI, we presume that you are collecting the rents for the new owner. In this connection we wish to point out that there formerly was an allowance of \$10.00 made for one of the rooms in which Mrs. HAMAGAKI stored her chattels. We are now advised that Mrs. HAMAGAKI was in town last May and removed these goods, therefore, you should be collecting the full amount of rent from the tenant.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

12995

August 25th, 1944

Mrs. Ito HAMAGAKI,
Reg. No. 07111,
Tashme, B. C.

Dear Madam:

Enclosed find our cheque for \$80.00
being your August and September remittance.

After deducting the above amount there
is a balance of \$2893.70 standing to the credit
of your account.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Enc.

Mr. G. D. Milson,

Administration Department
of Secretary of State the Custodian's Office

EVACUATION SECTION	
SEP 6 1944	SEP 6 1944
File No.	12995
Ans.	
Referred	Milson

Aug 31 - 1944.

24 Boulevard
Tashkent, B.C.

Dear Sir:-

I have received in your letter on dated
Aug 29th for two claims for alien property +
Custodian Liquidator of Yokohama Specie Bank Ltd.
amount \$800.00 (U.S. funds) demand note,
dated Nov 29 - 1939, interest at @ 5 1/2 Paid
to Nov - 1941.

collateral;
Yokohama Specie Bank, Seattle, time draft No 4756
dated Sept. 3 - 1940 for 4401.05 Yen.

I am understand it, but however I wish
to leave it and wait until war over.
because my money is not much enough to
live for all my remaining years ^{and I have got sick.} if I spend
all my money after that? Must have ~~some~~ relief
but I do not like have the any Relief, in my
line any more also The Price of Sales my po-
perty was outrageous it was like giving
it away valuation of my property not less
than fifteen thousand dollars \$15,000.00
at recent but it has been sold only
1/3 of price it.

Also the amount of the my credit in your office
are not much left in there, after that took off
\$906.95 paid to owner and \$614.98 paid for back
rent to Purchaser, and \$250.00 for commission
also \$23.75 Tax and a cheque \$80.00 for Aug and
Sept. I have left only \$2,929.72 Cent as you know
however I was refused to sell it as I sent a petition
to deputy Minister of Justice, Ottawa on the dated July
13th 1943, when I seen Vancouver Daily Province which
said: "Open to Public Job Property for Sale,
therefore I have received the letter from the Hon. J. P.
Varese, deputy Minister of Justice on the dated August
14th 1943, and May 24th in this year, for
my requested to keep my property and not to
have the Custodian of Enemy Alien sell it, and
also I wished to be recognized as a Canadian citizen
not as an enemy alien I am British^{subject} Canadian by
naturalized.
As I wanted to keep my property for my remaining
year and do not wish to sell it, and I was
very gratefully to have had the letter from Hon.
J. P. Varese, deputy Minister at that time, for the
favor and was ^{pleased and} hopeful, because I thought my
request was ^{pleased and} ~~diologized~~ and granted but however
the letter come from your office on April 19. this year
that informed me that my property has been sold
in August last year. This is almost one year
later than the date of sale.

I was very very disappointed to know it, also
the price of sale was outrageous, it was like
giving it away too.

for the claim of neon products of western Canada,
\$59.86 This claim not in correct as I
was paid already it at their office as
finally paid. which was made by arranged
I and Between their Company and all settled it
however I ~~was~~ ^{was} not any used at that time
After passed by city law when the blackout
started in city the same year (1942)
therefore we made negotiat and settled
it and the neon sign products company
took neon sign it away and I paid us
finally on that time therefore after this
I have non any debit at all in their comp-
any.

I earnestly plead that their
realization be granted to me
and I will be gratefully obliged
Yours respectfully

Ito Hamagaki
Reg No. 07111.

c
o
p
y

506 Royal Bank Building,
Vancouver, B.C.

6th September, 1944

Miss Carroll,
Office of the Custodian,
Victoria Building,
Ottawa, Ontario.

Dear Miss Carroll:

The following is a list of claims received
from the Alien Property Custodian and Liquidator of the two Yoko-
hama Specie Bank, Seattle, Washington:

	<u>U.S. Funds</u>	<u>Credit Held</u>
Teiichi Hamagaki Demand note dated Dec. 6, 1939 Interest @ 5½% paid to July 6, 1941	\$585.67	no a/c (see wife's a/c)
<u>Ito Hamagaki (Mrs. Teiichi)</u> Demand note dated Nov. 29, 1939 Interest @ 5½% paid to Nov. 29, 1941	800.00	\$2,893.70
Eikichi Kagetsu Demand note dated Feb. 16, 1939 Original amount \$23,000. Interest @ 5½% paid to Nov. 16, 1941	22,000.00	69,514.80
J. Morishita - note dated March 25, 1941	1,000.00	
J. Morishita - " " June 24, 1940	400.00	189.33
J. Morishita - " " Feb. 9, 1940	500.00	
Interest @ 5½% paid to Sept. 8, 1941, Aug. 3, 1941 and Aug. 9, 1941 respectively		
Tetsuo Sakaki Demand note dated May 2, 1940 Interest @ 5½% paid to Oct. 20, 1941	931.49	228.50

We have noted above the amount of the credit
balance which this office holds in connection with the accounts concerned
and we are making a notation in our ledger to hold a sufficient amount to
cover the claim where this is possible.

Where there are funds available and we are able to
secure the acknowledgment of this debt from the Japanese concerned, will
you kindly advise whether or not we should remit the amount in question to
Ottawa.

copy
Miss Carroll

In regard to Tetsuo Sakaki, he advised us that the claim is in order and instructs us to pay it from the money which we are holding. This you will note amounts to \$228.50 but he has an amount of approximately \$1,000.00 due to him as a half share from the sale of property formerly owned jointly by Sakaki and his wife.

The matter of interest will of course vary until actual payment is made.

Yours truly,

FGS/FMH

F. G. Shears,
Director.

Mr. G. S. Wilson,

Administration Department,

File No. 12995

Sept 18th 1944

27 Gaulthier St.
Fairfield B.C.

EVACUATION SECTION	
Rec'd	SEP 20 1944
File No.	12995
Ans.	
Referred	Wilson

Dear Sir:-

I have received your letter on dated Sept 14th again for the claim by Neon Products of Western Canada Ltd.

but I have nothing owing from their company. I think this is something ^{wrong} as mistake, as which I replied already to you on Aug 31 -

Therefore I had paid it in each every month as strictly up to start by the law the new regulation of the City that is could not use any sign at all by the order of the City as the Air Raid precaution, as you know. Therefore I want to know the full detail this claim as how much they was received the money from me. When made by new and old agreement. Until ~~the~~ stop is using the Neon sign by the new regulation of by the City law that for use it any sign in the night (was not used at day time). Also want to know its the matter and the Reason for why ^{time} look down the Neon sign it away.

Yours very truly

Reg No 0711 Ito Hamagaki
0711

12995

November 4th, 1944

Mrs. Ito HAMAGAKI,
Reg. No. 07111,
27 Boulevard,
Tashme, B. C.

Dear Madam:

In regard to the claim of the Alien
Property Custodian & Liquidator of the Yokohama
Specie Bank for \$1,023.41, which you acknowledge
as being correct, this amount is made up as
follows:-

Principal	\$ 800.00
Int. @ 5 $\frac{1}{2}$ % Nov. 30/41 - Sept. 6/44	121.99
2 yrs. 282 days	
Add U. S. Exchange 11 $\frac{1}{2}$ %	921.99
	101.42
TOTAL	
	\$1023.41

We have today charged this against your
account and are holding it in our Suspense Account
until such time as further instructions are received
from the Custodian at Ottawa.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

EVACUATION SECTION

Rec'd JAN 1 1945

File No. 12995

Mr. G. D. Milson

Administration Department
of the Secretary of State
The Custodian

Jan 13 - 1945

Apt C W 17
Tashme, R.C.

File No 12995.

Dear Sir:-

I have received your letter on dated 3rd inst
with a cheque the sum of \$40.00 for January remittance
and letter kind, after deduct the above amount
the sum of \$1710.29 as standing the credit,
but however this is not correct as my
balance is \$1826.31. The amount of \$116.02
is short as follow;

Balance of Total September 1944. ————— \$3,009.72

after deduct \$80.00 for November and October, and
took off — \$1,023.41 for Collateral note Yokohama Specie Bank
(interest and loss & change)
Balance \$1,906.31.

after deduct December cheque

\$40.00
January 3 \$40.00

The Balance of Total \$1,826.31

Kindly to make correct of above total,

Yours Very Truly

Ito Hamaguchi
Reg # 07111.

P.S. please look your file
Nov 14, and Aug 31,
and July 3rd.

12995

January 16, 1945

Mrs. Ito HAMAGAKI,
Reg. No. 07111,
Apt. "C", No. 17,
Tashme, B. C.

Dear Madam:

Referring to your letter of January 13th,
your balance with us on July 4, 1944 was \$3,049.72
from which we have made the following disbursements:-

Balance as at July 4/44		\$3,049.72
Aug. 26 - remittance	\$ 80.00	
Nov. 14 - remittance	80.00	
Dec. 1 - remittance	40.00	
Jan. 3 - remittance	40.00	
Legal fees re obtaining title to property	72.02	
Advertising charge re sale of property	4.00	
Yokohama Specie Bank's Claim	<u>1,023.41</u>	<u>1,339.43</u>
BALANCE as of today's date		<u><u>\$ 1,710.29</u></u>

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

403 A 12995
Evacuee Section

509 Royal Bank Building,
Vancouver, B.C.,
May 30th, 1945.

Mrs. Ito NAMAGAKI,
Registration # 07111,
Tashiro, B. C.

Dear Madam:

Re: Lot 3, Block 44, D.L. 181, Plan 196,
SWD. Known as 710 Alexander Street

This is to advise you that the above noted property has been sold and the net proceeds of the sale, plus the net rentals received, in all total \$1271.79, has been credited to your account with the Custodian in discharge of the mortgage held by you against this property.

An independent appraisal on our file indicated the value of the property of \$1400.00, and a sale was obtained at a price of \$1750.00, less \$87.50 commission. Arrears of taxes amounted to \$452.97, and an adjustment of \$76.66 reduced the net sale price to \$1132.87, and the balance of the amount credited to your account, was derived from revenue of the property.

Yours truly,

K. E. WRIGHT
COUNSEL TO THE CUSTODIAN

CCP/O'B



John Strutt Insurance Agency

409 Hall Building
789 West Pender Street
VANCOUVER, B.C.

ENEMY SECTION	
Rec'd	JUN 15 1945
File No.	
Ans'd	
Refer	MR JOHNSTON

June 15, 1945.

Custodian of Enemy Property,
Japanese Evacuation Department,
Royal Bank Building,
Vancouver, B.C.

Attention Mr. W.J. Johnston

RE: Mrs. I. Hamagaki

Dear Sir:

Further to our telephone conversation in connection with a fire insurance policy in the name of Mrs. I. Hamagaki, covering \$500.00 on household furniture, located at 4451 Harriet Street, which is due for renewal on June 16th, we wish to advise that the owner of the home in which these goods and chattels are stored, has received from the insured the premium to cover the renewal for the next three years, and has instructed us to see that this insurance is continued in force.

Your department has a copy of the policy currently expiring and numbered 46373 of the Beaver Fire Insurance Company, and we should be pleased to have your advice as early as possible in this matter.

Thanking you, we are,

Yours very truly,

JOHN STRUTT INSURANCE AGENCY

* Reg. H. Cross.

J. Strutt

per *M.*

JS:M Phoned 15/6/45. Advised Mr. Strutt to renew & send me copy of Policy.
Have asked Mr. Spain to check with Mr. Cross and obtain list of chattels etc.

1088

Mr K.W. Wright
Counsel to the Custodian,

File # 403 + 12995
W.C. Section,

June 18 1945
ENEMY SECTION
Rec'd JUN 21 1945
File No.
Ans'd
Refer'd *MR Johnston*

Re Lot 3, Block 44 Sub. 181

Known as 710 Alexander St,

Dear Sir :-

I thank you for received your
advised which you had sold above
the property as has been credited to
my account - with the Custodian in discharge
of the mortgage. This total \$1271.79
as you said in all.
but would you kindly let me know
in this with the interest and principle
all at to date,

Yours Truly

Regd 07111. Ito Hamagaki

Vashona B.C.

*Please file
12995*

June 18th 1945.

Vancouver B.C.

Custodian of Enemy Property,
675 - W. Hastings St.

Vancouver B.C.

Dear Sir:-

File # 12995. *W. Johnston*

Re our conversation of this A.M.
wish to advise you that I have in my possession
1 - Willis Piano. 1 - Trunk, and several small
cartons the property of I. Hamagaki.

The above information was given to two
of your inspectors who called at my home the
latter part of 1942.

Trusting this is the information you
require.

Yours truly

Reg. J. Brabb
4451 Harriet St.

EVACUATION SECTION	
Rec'd JUN 20 1945	
File No. 12995	
Ans.	
Referred	

403-A Internee
12995 Evacuee ✓

509 Royal Bank Building,
Vancouver, B. C.,
June 22nd 1945.

Mrs. Ito HAMAGAKI,
Registration No. 07111,
Tashme, B. C.

Dear Madam:

Re: Lot 3, Block 44, D.L. 181, Plan 196
N.W.D., known as 710 Alexander Street.

We are in receipt of your letter of the 18th instant and note contents.

In reply we wish to state that after considerable difficulty we obtained a buyer who paid a total purchase price of \$1,750.00 for this property and after deducting outstanding taxes and other expenses in connection with the completion of the sale there were not sufficient funds to liquidate the entire amount owing for principal and interest under the Mortgage as at the date of sale, viz. April 20, 1945.

It was necessary, therefore, to accept for your account the sum of \$1,132.87 in consideration of giving a Discharge of the Mortgage. This amount, plus receipt of the net rentals amounting to \$138.92, accounts for the sum of \$1,271.79 mentioned in our letter.

We trust this is the information you require.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

WJJ/RMS

VACUATION SECTION

Jul 5 1945

No. 12995

Ans.

Referred

Mr. Cross

Mr. Cross

Mr. Cross

Mr. Cross

Mr. Cross

Mr. Cross

Mr. Cross

Mr. Cross

Mr. Cross

Mr. Cross

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Mr. Cross

Mr. Cross

Secretary of State office
of the Custodian,

July 3rd 1945.
Tashome B.C.

would you kindly let me know about the
right for the Capacity as custodian for we left,
a piano, one trunk and some small things

at 4451 Harriett st in the City of Vancouver, as
Mr R. Cross has been report to you, also my
daughter Mary was report already to you on the
May 1942. Where before she left to St Thomas
front, She is now resident at 374 Victoria St
Toronto,

known. I had paid for the Premium of the fire
insurance policy to behalf of my daughter,
but the name of the policy it was made the
Secretary of state of Canada acting in his Capacity
as Custodian

but we are not a enemy allegiance as my daughter
was born in Vancouver, also I am a Canadian subject
by the Naturalized

Therefore we wish to have treatment as the British
subject, and would not be treatment as like
the enemy allegiance

I am leaving for east on July 5th address to
Mary Hamaguchi % The Creche, 374 Victoria St Toronto,

Yours Very Truly

Reg# 07111. Ito Hamaguchi

12995

August 3rd, 1945.

Mrs. Ito HAMAGAKI,
Reg. No. 07111,
c/o Mimico West Home,
Mimico, Ontario.

Dear Madam:-

Enclosed find our cheque for \$40.00 being
your August remittance.

After deducting the above amount, there is
the sum of \$2,687.08 standing to your credit with the
Custodian.

In reply to your letter of July 3rd, we regret
the delay in answering this, owing to the writer being on
holiday, and we now wish to advise in regard to the chattels
mentioned in your letter, that we have a letter on file from
Mr. R.H. Cross, 4451 Harriet Street. He states that he is
holding 1-Willis Piano, 1 Trunk and several small cartons
which belong to you.

With regard to the Fire Insurance, we understand
that you have paid the premium direct to the Insurance
company, and the effects at 4451 Harriet Street are now
insured for 3 years from June 16th, 1945.

Trusting this is the information you desire,
we remain,

Yours very truly,

As/CO.
Enc.

B.H. Dusenbury,
Administration Department.

cc to Department of Labour, Japanese Division.

EXHIBIT No. 1062-7
DATE 20 May 1948
FILED BY

93 Dunvegan Road,
Toronto, Ontario.
c/o Mr. S. B. Beare.

June 20, 1946.

12995

The Honourable F. P. Varcoe,
Deputy Minister of Justice,
Ottawa, Ontario.

Honourable Sir:

I sent a petition on the previous dates of July 13th, 1943, and May 12th, 1944.

I and my husband and daughter have obeyed all regulations and the laws of this country and during the war have co-operated with the Government disposal plan to move East of the Rocky Mountains. Therefore, in compliance with the government orders we came to Toronto, Ontario, last July, 1945, and now lacking funds to meet living expenses, both my husband and myself went to work as domestic servants at Mr. S. B. Beare, 93 Dunvegan Road, Toronto. But we are old and find this work extremely hard on us, but we have to do work in this poor job as domestic servants. Of course we were willing and patient for any hardship in the emergency of war, that is until the end of war.

My husband and I were naturalized in this country as British subjects in May 1910, at the Vancouver Court House, in the Province of British Columbia, and my daughter, Mary, was born in the City of Vancouver. We were more than 35 years in Vancouver, and I have had the property to save for a little provision for old age, that the income was around a Hundred dollars (\$100.00) each month from the rents in this building.

It was my wish not to sell this property, and I sent the petition on the date of July 13th, 1943. We are willing to do anything for this country, even to use my property for a war emergency, but I wish to keep that property and do not wish to sell it, as I had sent the petition.

However, I have had a letter from the Custodian in Vancouver, April 19th, 1944, as you know it which I was sent. The petition on the date of May 1944, that informed from Custodian said my property was sold on August 1943, after I had received your letter of August 14, 1943, in regards to my petition in which I request to keep my property not to have the Custodian of the Enemy Alien sell it, and I wished to be recognised as a Canadian Citizen, and not as an enemy alien and I was very grateful to you for the favour and was pleased and hopeful because my request was realized and granted, but however, my property was sold by the Custodian without any notice nor my consent as I did not sign to the Custodian to control or to sell it. Also the price of sale was outrageous Five thousand dollars (\$5000.00) only it was like giving it away and that deal to same

purchaser, Bartose Seddall, who had willingly offered to pay ten thousand dollars (\$10,000.00) cash with Victory Bonds for this property, but I refused it as I wanted to keep it for the sake of the remaining years of our lifetime as we are getting older every year. This is just before I evacuate to the camp at Tashme, B.C., on October 1942. Also, the value of that property was Fifteen thousand dollars (\$15,000.00) or more at that time, but the Custodian has sold it for Five thousand dollars (\$5000.00) to the same purchaser which I refused it. The Custodian has deducted \$906.00 for paid on right to purchase, also \$614.00 to purchase, and also has charged two hundred and fifty dollars (\$250.00) for commission, also Seventy-five dollars (\$75.00) as legal fees, besides expenses for the deed and documents.

Now I have a very small amount of balance and I am getting a small cheque of Forty dollars (\$40.00) each month which is sent by the Custodian for our cost of living since we had evacuated at Tashme, B.C., and came to Toronto, Ontario. But this small amount from the cheque (\$40.00) is not enough for one month's rent of house in the City of Toronto, and my husband and I are forced to work and support ourselves as domestic servants, which we have not such experience for 35 years while living in Vancouver. Of course we should be patient for any hardship for the duration of the war as emergency, but now the war is over and the peace is declared. Therefore I would be very pleased to know that treatment is to be given for the damage of the loss of my property as a Canadian Citizen by naturalization.

I earnestly plead and desire to be allowed to present claims for war damage like other innocent victims of war, and to have the assurance of bodily sustenance for the remaining years of our lifetime.

I earnestly plead that this realization be granted to me and I shall be gratefully obliged. Both my husband and myself and our daughter have always hoped to be good loyal Canadian citizens.

I have the honour to be,
Yours respectfully,

Ito Hamagaki,
c/o Mr. S.B. Beare,
93 Dunvegan Road,
Toronto, Ontario.

EXHIBIT No. 1062-6
DATE 20 May 1948
FILED BY Prof. Sturmer

93 Dunvegan Road,
Toronto, Ontario.

June 20, 1946.

The Deputy of the Custodian,
506 Royal Bank Building,
Hastings and Granville Streets,
Vancouver, B.C.

VACUATION SECTION	
Rec'd	JUN 25 1946
File No.	1062-6
Ans.	Prof. Sturmer
Referred	Sturmer

Dear Sir:

I am taking the liberty of writing to you at this time regarding my property in Vancouver which you sold in 1943.

May I say that I am a naturalized Canadian citizen having been granted naturalization in May 1910, at the Vancouver Court House.

My husband and I lived at 2112 Pandora Street for over thirty-five years and we have always been good loyal Canadian citizens and have obeyed all laws of Canada and British Columbia, and we are still obeying all laws of this country and we intend to obey them, therefore, I respectfully submit to you that I am not an enemy alien.

As your records will show, you sold my property at 349 Georgia Street, East, for \$5,000.00. This amount was outrageous, and the property was practically given away.

The property is a three story building having 35 rooms and is equipped with hot and cold water in each room, and a hot water heating system. The income I received from this property before it was sold was around One hundred dollars (\$100.00) per month at that time but now owing to the housing shortage it should not be hard to rent it at a minimum of One hundred and fifty dollars (\$150.00) per month or more, and I feel that the property was worth at the very least Fifteen thousand dollars (\$15,000.00).

Actually, Mr. Bartoze Seddell offered me Ten thousand dollars (\$10,000.00) cash and with Victory Bonds for the property but I refused the offer because it was worth more. I wanted to keep the property as a source of income for my husband and myself in our old age. However, in 1943, you sold the property to the same person, Mr. Bartoze Seddell, for the ridiculous sum of Five thousand dollars (\$5,000.00) in spite of the fact that same man had offered me Ten thousand dollars (\$10,000.00) which I refused just before I had left Vancouver.

Then you deducted \$906.00 for paid on right to purchase and \$614.00 as closing adjustment and \$250.00 for commission

and \$75.00 as you said, legal fees, besides charging for making deed and valuation fee. So that now we get practically nothing out of the property, and your office sends me a small cheque of \$40.00 every month for our living cost since we were evacuated to Tashe, B.C., and came to Toronto, Ont., but I am sure you will know that \$40.00 per month is not enough to keep my husband and myself in the city of Toronto, and as we are getting older each year, my husband and I are beginning to worry about our future.

You see, Sir, we were counting on the income from 349 Georgia Street, to keep us in our old age, but all we are getting from it now is \$40.00 per month, so we have had to take work as domestic servants which is something we have never had to do before.

When I visited you in your office in May 1944, and interviewed Mr. Geo. Peters, of your Department, who told me at that time nothing further could be done for me until some time after the war, and as the war has been over now for about nine months, I decided I should write to enquire if anything can be done at this time.

We were quite willing to put up with any inconvenience or hardship during the emergency of the war, but now that the war is over and peace has been declared, I am anxious to know what is going to be done about the fact that my property was sold for so much less than its actual value.

Unfortunately, we are getting older every year, and I thought I should write you at this time as a naturalized Canadian citizen, and not an enemy alien, to ask just what treatment I am going to be given for the damage in connection with the loss of my property, as I feel we are innocent victims of the war.

I earnestly plead that we will have the assurance of a sufficient amount to maintain ourselves in our old age and I earnestly plead again that this realization will be granted to us and we will be very grateful indeed.

I have the honour to be, Sir,
Yours obedient Servant,

Ito Hamagaki

Ito Hamagaki.

93 Dunvegan Road,
Toronto, Ontario.

14-846

per phone

Dept of H.

says OK

to forward funds.

A

12995

August 27, 1946.

Mrs. Ito HAMAGAKI,
Reg. No. 07111,
93 Dunvegan Road,
Toronto, Ontario.

Dear Madam:

Your letter of recent date dealing chiefly with your objections to sale of property in which you were interested at 349-351 E. Georgia Street, has been received. It is quite understandable that you should be greatly concerned over the fact of your removal from the Coast area and the interruption of your mode of living here, but as far as this office is concerned, the directions of the Canadian Government required to be carried out in the matter of the liquidation of assets and every effort has been made to give effect to those directions in as fair a manner as possible.

With particular reference to the property at 349-351 E. Georgia Street, you do not appear to be giving consideration to the fact that this property was not fully paid for by you and that the title, whether the Custodian entered into the transaction or not, had to be cleared. The property was registered in the name of the trustees of the Estate of Lambert Bond who resided in England. As you are aware, with your knowledge and consent, the Vancouver agents Rand & Fowler collected the rentals from the property and applied them on taxes, insurance and other charges as well as your obligations under your Right to Purchase. Unfortunately, during this period Rand & Fowler were handling the matter without direct contact with their principals in England. When Mr. Bartoz the purchaser, paid over the purchase price it was found that the transaction could not be completed at once owing to the inability of Rand & Fowler to produce title. They stated that one of the trustees had died and new trustees had to be appointed to sign the necessary documents. This occasioned a delay of several months and the solicitors fees of which you complain. These solicitors fees were actually disbursed and you should understand that even without the intervention of the Custodian, you would have required to secure the title in your own interests sooner or later. Regarding the adjustments of rents, the purchaser advanced his money on August 6, 1943 and was therefore entitled to the rents and other benefits less carrying charges from that date, which explains the adjustment of \$614.98 referred to by you. As for the commission objected to by you, this represents the actual outlay to the selling agent and is not a charge made by the Custodian. It is the usual 5% charge made by all real estate agents for the sale of City property.

Mrs. Ito HAMAGAKI,

2.

August 27, 1946.

Regarding the property itself, it is the usual procedure to have an independent appraiser examine and value every parcel of real estate before it is sold by the Custodian. In this case an experienced and reliable appraiser made the following report on your property at 349-351 E. Georgia Street:

"Condition: 35 years old. Plumbing old and piping corroded. Hot water storage tank leaking. Water seepage in basement. Halls narrow and 24 rooms on light wells only 6 feet wide. The ground floor is now used for storage and the premises are in very bad condition. The joists are rotten and the floor collapsed. The plaster is broken.

Appraisal: The gross rents being \$1,030 per year and the landlord's expense for taxes, insurance, maintenance and collections being from \$500 to \$520. The surplus to provide for interest and depreciation is approximately \$500. The class of occupancy is undesirable and the depreciation heavy.

A large capital expenditure is required to restore the building to good condition and we have allowed for this.

We are of the opinion that the market value of this property is \$4,000.00."

His appraisal as you can see, was much less than you obtained from Mr. Bartoz. The sale to Mr. Bartoz was approved by the Advisory Committee named by the Government to make recommendations as to price.

Relative to your estimated increased revenue from this building it is unlikely that even the wartime demand for such housing would override the Rental Control regulations which prohibited an increase of rents over those obtained in January 1940.

We can assure you that this Department is not unsympathetic to your personal point of view but has been obligated to carry out the instructions of the Government as they apply to persons of the Japanese race evacuated from the protected area of British Columbia. The text of your letter is being placed on file for the attention of those in authority in such matters.

A statement of your account is attached hereto covering the period from June 13, 1944. Your credit balance as shown is \$2,207.06 which sum is available to you in whole or part at your request.

Yours truly,

A. G. McArthur,
Administration Department.

AGM:AS

attach: Statement of account.

12995

March 4, 1948.

Mrs. Teiichi (Ito) HAMAGAKI,
Reg. No. 07111,
93 Dunvegan Road,
Toronto, Ontario.

Dear Madam:

Attached hereto is Custodian cheque for \$40.00,
being March remittance.

At this time we are desirous of forwarding to you
the balance of your account, \$1,447.08, and when acknowledging
receipt of the enclosed cheque, if you will advise us to what
Bank you wish this money to be remitted, we will forward to them
a cheque to be deposited to your account.

If we do not hear from you by the 25th of this month,
we shall assume that you agree and your balance will be transferred
to the Royal Bank of Canada, Toronto, for your account.

Yours truly,

C. H. Reed,
Office of the Custodian.

CHR/fm
enc.

c/o Mr. S. B. Beare,
93 Dunvegan Road,
Toronto, Ontario,
March 15th, 1948.

EVACUATION SECTION	
MAR 22 1948	
FILE NO.	12995
ANS.	
Referred	<i>S. B. Beare</i>

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

Dear Sir:

Re: Your File No. 12995
(Mrs.) Ito Hamagaki - Reg. # 07111.

I acknowledge receipt of your letter of March 4th, 1948.

As I have stated before, all my personal properties was to maintain us in our old age, and therefore, we did not desire having them sold.

The Custodian's duty was to protect our properties left in your care, but in contradiction to your policy, you sold all my properties without my consent whatsoever, and at a drastically meagre price.

We understand that towards the end of May this year, there will be a hearing in Toronto regarding your undue action in liquidating properties rightfully belonging to people of Japanese origin.

For the above mentioned reasons, I cannot advise you regarding the balance of my account mentioned in your letter.

Yours truly,

Ito Hamagaki

Mrs. Teiichi (Ito) Hamagaki.

JAPANESE PROPERTY CLAIMS COMMISSION

COURT HOUSE

VANCOUVER, B.C.

April 12th 1948.

The Custodian,
Department of Secretary of State,
675 W. Hastings St.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	APR 13 1948
File No.	
Ans.	
Referred	

Dear Sir,

We enclose letters from the following claimants, asking for valuations etc.-

OYA Jiro - Reg.No.05441 - 3346
Shizue 05435 - 1875

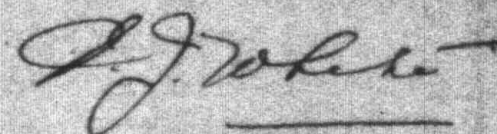
NAKASHIMA Teizo - Reg.No.13407 - 5419

WATANABE Bunzo - Reg.No.08947 - 12884

12995
We also have a request from Messrs.Kennedy & Ross, Barristers and Solicitors, 465 Bay St. Toronto, regarding the claim of MRS. ITO HAMAGAKI, Reg.No.07111, asking for valuation report and other relative papers. We are not enclosing this letter, as it contains several other inquiries, and we are forwarding the same to Mr.Watson for his attention.

We are acknowledging Teizo Takashima's letter and giving what information we have regarding his third inquiry.

Yours truly,



Encs.
VW.

12995

April 17, 1948.

REGISTERED MAIL

Messrs. Kennedy & Ross,
Barristers and Solicitors,
465 Bay Street,
Toronto, Ontario.

Dear Sirs:

Re: Lot 17, Block 87, D.L. 196, Group 1,
Plan 196, New Westminster District,
known as 349-351 Georgia Street East,
Vancouver, B. C.

and

Lot 4, Block 6, D.L. 692, Plan 3633,
New Westminster District, near Grantham's
Landing, B. C.

For your information we enclose herewith copy of valuation made by Johnson, Reeve and Watson of 349-351 East Georgia Street and photostatic copy of Soldier Settlement Board Farm Appraisal Report on the property near Grantham's Landing described above, in connection with which you filed a claim on behalf of Mrs. Ito HAMAGAKI, Registration No. 07111, with the Japanese Property Claims Commission.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC
Encs. 2

12995

June 9, 1948.

Mrs. Ito HAMAGAKI,
Reg. No. 07111,
93 Dunvegan Road,
Toronto, Ontario.

Dear Madam:

Attached hereto is Custodian cheque for \$80.00, being remittance for May and June.

After deducting this amount from your account, there is a balance of \$1,327.08 standing to your credit on our books.

Kindly acknowledge receipt of the enclosed cheque.

Yours truly,

CHR/fm
enc. (1)

C. H. Reed,
Office of the Custodian.

12995

June 9, 1948.

Mrs. Ito HAMAGAKI,
Reg. No. 07111,
93 Dunvegan Road,
Toronto, Ontario.

Dear Madam:

The insurance on chattels at 4451 Harriett Street expires on June 16th, 1948. Mr. M. H. Cross, who is living at that address, informs us that all these chattels, with the exception of the piano, were shipped to you in November, 1947, and we trust that you will take care of the insurance on the piano direct with the Beaver Fire Insurance Company.

In order that our files may be complete, we would appreciate it if you will advise us when you have placed the insurance.

Yours truly,

CHR/fa

C. H. Reed,
Office of the Custodian.

Mrs. Ito HAMAGAKI

File No. 12995
Reg. No. 07111

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1946 August 3	Balance as per statement sent			
December 5	Cheques to you - 4 @ \$40.00	\$ 160.00	\$2,207.08	
1947 December 4	Cheques to you - 12 @ \$40.00	480.00		
1948 April 5	Cheques to you - 4 @ \$40.00	160.00		
		\$ 800.00	\$2,207.08	

CR \$ 1,407.08

Accounting Department
April 14th, 1948

12995

July 5, 1948.

Mrs. Ito HAJAGAKI,
Reg. No. 07111,
93 Dunvegan Road,
Toronto, Ontario.

Dear Madam:

Attached hereto is Custodian cheque in the amount
of \$40.00, being remittance for July, 1948.

After deducting this amount from your account,
there is a balance of \$1,287.06 standing to your credit on our
books.

Kindly acknowledge receipt of the enclosed
cheque.

Yours truly,

B. Good,
Office of the Custodian.

/fn
enc. (1)

c/o Mr. S. B. Beare,
93 Dunvegan Rd.
Toronto, Ont.
July 14th. 1948.

C. H. Reed Esq.,
Office of the Custodian,
Department of the Secretary of the State,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings and Granville Streets,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	JUL 22 1948
File No.	12995
Ans.	
Referred	

Dear Sir:

Re: Your File No. 12995
(Mrs.) Ito Hamagaki - Reg. # 07111.

Please forward to me the balance of my account.

I wish to have it for my medical and hospital costs incurred on me as a result of an accident on May 18th, 1948. I was hit by a cyclist and was admitted to St. Michael's Hospital with a badly fractured hip. The doctor says it was unfortunately a very bad break and would take a long time to heal and will be confined in bed for 8 months. This is all going to run into a great deal of expense. Then too my husband will have to lose work to look after me.

I would appreciate it if you would forward the balance of my account as soon as possible. Thank you.

Yours truly,

Ito Hamagaki
Mrs. Teiichi (Ito) Hamagaki.

P.S.

Enclosed is receipt from St. Michael's Hospital as proof.

1287⁰⁸

93 Dunvegan Rd
Toronto, Ont.

Aug 6 1948

EVACUATION SECTION	
Rec'd.	AUG 9 1948
File No.	12295
Ans.	
Referred	AHP

L. H. Reek, Esq.
Office of the Custodian
Dept. of the Secretary of State
506 Royal Bank Bldg
Hastings & Grenville
Vancouver, B. C.

Dear Sir:—

I have received the cheque
in the amount of \$2,070.00 for
which I acknowledge with
thanks.

Yours truly,
(Pres.) Ito Hamagaki
per Mary Hamagaki

January 22, 1951.

Mr. R.J. McMaster,
Barrister & Solicitor,
1408 Royal Bank Bldg.,
Vancouver, B.C.,

Dear Sir:

Re: Japanese Property Claims Commission
Case 1062

The amount shown on P.S. Ross & Sons' statement for balance of fees payable to the Committee in connection with this claim is \$121.90. No correction appears on the list of revisions which you handed to us recently.

Mrs. Hamagaki has returned her Release properly executed and has written out a letter authorizing for payment, stating that the sum payable is \$62.84.

We will not handle the payment of this award until we hear further from you.

Yours truly,

F. G. Shears,
Director.

FGS/GN

P.S. The address of the above Japanese is -

Ito HAMAGAKI,
99 Morse St.,
Toronto 8, Ontario.

Campbell, Brazier, Fisher, McMaster & Johnson

Barristers and Solicitors

A. T. R. CAMPBELL C. W. BRAZIER
A. W. FISHER R. J. McMASTER
A. J. F. JOHNSON

H. C. MURRAY G. B. GARDOM

THE ROYAL BANK BUILDING

675 WEST HASTINGS STREET
VANCOUVER, B.C.

OUR FILE NO.

January 31, 1951.

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

EVACUATION SECTION	
Rec'd	FEB 1, 1951
File No.	
Ans.	
Released	By C. H. Reed

Dear Sirs:

Re: Case 1062.

You wrote to us on or about January 23rd advising that the claimant in this case had only authorized the sum of \$62.84, although our schedule of charges indicated a total charge of \$121.90.

We have taken this matter up with the Co-operative Committee and understand that this claimant originally retained some one other than the Committee and its solicitors to act for her and in the course of the hearings she changed her solicitor to the solicitors for the Committee.

Some dispute has arisen with regard to the charges and I am now advised by the Committee that they will accept the sum of \$62.84 as payment in full for its services to the claimant. Therefore it is in order for you to act upon the authority which you have received from the claimant to pay to the Committee the said sum.

Yours truly,

CAMPBELL BRAZIER FISHER McMASTER & JOHNSON,

Per:

R. J. McMaster

McM:McC

Contract No. 3509

DISPLAY CONTRACT

THIS AGREEMENT made in triplicate the 29th day of May - - - - - 1936, at Vancouver, between NEON PRODUCTS OF WESTERN CANADA, LIMITED, Owner, and

ELMORE ROOMS

Advertiser.

WHEREAS the Advertiser has requested the Owner to construct and install upon the premises hereafter mentioned a Claude Neon Display appropriate exclusively to the Advertiser's business and to permit the Advertiser to use the same, which the Owner has agreed to do in consideration of these presents:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree as follows:

1. The Owner at its own cost shall construct and install at 349 Georgia Street East the Claude Neon Display, described in the specification marked "A" hereto, and in the plans (if any) this day approved in writing by the Advertiser, hereinafter called the display.

2. The Owner hereby grants to the Advertiser leave and license to use the display for the term of 36 months from the date of installation thereof at the premises aforesaid, subject to the terms, covenants and conditions of this agreement.

3. The display is now and shall remain the sole property of the Owner.

4. The Advertiser shall pay to the Owner for the construction, installation and use of the display, at its office, 250 Terminal Avenue, Vancouver, B. C., monthly and every month during the term mentioned in paragraph 2 hereof the sum of (\$4.00 - - -) FOUR DOLLARS - - - - -

Dollars, payable on the first day of each month, commencing the first day of the month following installation of the display, provided, however, that the monthly payments for the last two months of the said term shall be paid on the execution of this agreement. All overdue payments shall bear interest at the rate of seven per cent. per annum.

Time shall be deemed to be the essence of this agreement.

5. **MAINTENANCE.** The Owner shall at its own expense maintain and service the display as and when considered necessary by the Owner, including in such service, inspection, cleaning, repainting and all necessary repairs.

When and if the display fails to operate, the Advertiser shall forthwith after the happening of any such event notify the Owner, and if the display fails to operate for any reason except through fault of the Advertiser, his servants or agents, the Owner shall repair the display within seventy-two hours after receipt of such notice. If the Owner fails to make such repairs the Advertiser shall receive credit to the amount of 1/720th of the monthly payment for every hour the display fails to operate in whole or in part after expiration of such seventy-two hour period which compensation the Advertiser shall accept in lieu of all claims for damages of any kind whatever. PROVIDED HOWEVER that in the event of damage to the display occasioned by any act or omission of the Advertiser, weather conditions, act of God, or the act of anyone other than an employee or agent of the Owner, no compensation shall be payable by the Owner and the provisions of paragraph 12 hereof shall apply.

6. **SERVICE WIRING.** The Advertiser shall bring feed wires required by the Owner to the location of the display and shall maintain and pay for a sufficient supply of electric current for the display.

7. The Advertiser acknowledges receipt of notice that temporary change of color is liable to occur in colors other than red Neon Tubing during cold weather and accepts the display notwithstanding.

8. **PATENT PROTECTION.** The Owner shall manufacture the display under the Claude Neon and Lebrun Patents, and shall defend and indemnify the Advertiser against any and all claims for damages for violation of patents arising from the Advertiser's use of the display.

9. **INSURANCE.** The Owner shall maintain during the term fixed by paragraph 2 hereof liability insurance providing for indemnity to the Owner and/or the Advertiser in the sum of \$10,000.00 which policy or policies of insurance the Advertiser may inspect at the office of the Owner.

10. **BREACH OF AGREEMENT.** In event of breach by the Advertiser of this agreement or of any term, covenant or condition herein contained the whole of the monthly payments payable under the terms of this agreement shall become due and payable forthwith and the Advertiser agrees to pay the same forthwith thereafter. Furthermore, upon the happening of any such event the Owner shall have the right to take down and repossess the display, in which event any salvage realized from the display shall be credited by the Owner against the balance of such sum then due and payable.

Without limiting the generality of the foregoing, breach of agreement shall be deemed to have been committed by the Advertiser in event that the Advertiser:

- Commits any act of bankruptcy;
- Abandons the display or premises whereon the display is installed;
- Vacates the premises whereon the display is installed or transfers his interest therein without the consent of the Owner first had and obtained;
- Appoints a receiver of the business in connection with which the display is used.

No Waiver by either party hereto of the non-performance of any term, covenant, condition or obligation hereof shall constitute or be deemed a waiver of any subsequent breach of or failure to perform the same or any other term, covenant, or condition hereof.

11. **RENEWAL.** Upon faithful performance by the Advertiser of all of the provisions of this agreement and upon termination thereof option is given the Advertiser to extend the terms of this agreement for a period of 36 - - - - - months from said termination upon payment of the sum of (\$2.00 - - -) Dollars monthly during such extended term.

Accepted:

NEON PRODUCTS OF WESTERN CANADA, LIMITED,

By "George W. Sweeney"

Managing Director.

Date June 5th, 1936

It is understood and agreed that the display when constructed will be appropriate exclusively to the Advertiser's business and will not be of value to anyone other than the Advertiser save and except a salvage value to the owner not exceeding one per cent. of the total value of monthly payments for the said term.

11. **REMOVAL OF SIGN.** The display, including roof structure or framework of same, if any, not specifically sold to or erected by the Advertiser, shall at all times be deemed personal property, and shall not by reason of attachment or connection to any land or building become or be deemed a fixture or appurtenant to such land or building, and shall at all times be severable therefrom and shall be and remain at all times the property of the Owner, free of any claim or right of the Advertiser, except as set forth herein. Upon the termination of the Advertiser's right to use the display, the Owner shall have the right to remove the display from the premises upon which it is installed.

The Advertiser shall not cause or permit the display to be tampered or interfered with or repaired by anyone other than a representative of the Owner, or to be removed from the premises whereon the same is installed by the Owner.

12. **DAMAGE TO SIGN.** In the event of damage to or destruction of the display by any cause other than any act or omission of the Advertiser, his servants or agents, the Owner shall have the right either to rebuild the display extending the term fixed by paragraph 2 hereof for such period of time as may be necessary to make up the full term thereof, or of terminating this agreement, in which event the Advertiser shall be relieved from liability to pay further monthly payments as herein mentioned. In event of damage to or destruction of the display by any act or omission of the Advertiser, his agents or servants or any of them, the Advertiser shall pay to the owner the cost of repairs and replacements which shall be performed by the Owner forthwith after payment thereof.

13. **ASSIGNMENT OF AGREEMENT.** All the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their and each of their executors, successors and/or assigns, and the rights, benefits, advantages and obligations of the Advertiser herein and hereunder shall be transferable only with the written consent of the Owner first had and obtained.

14. It is expressly agreed between the parties hereto that the owner has not made any representations to the Advertiser regarding the display other than such as are expressed in this agreement, it being agreed that this instrument contains and expresses the whole agreement made between the parties hereto.

15. **ACCEPTANCE BY ADVERTISER.** This agreement shall not be binding upon the Owner for any purpose until the same is executed by an executive officer of the Owner, notwithstanding execution by a sales representative of the Owner, but after execution by the Advertiser shall constitute an offer by him to the Owner irrevocable for a period of twenty-one days from the date of execution by the Advertiser.

16. **DELIVERY.** The Owner shall promptly commence the construction of the display and prosecute work thereon with all due diligence until completion upon the condition that performance by the Owner shall be subject to delay by strikes, lockout, breakages, fire, commercial delays unforeseen by the Owner or acts of God.

17. **PERMITS.** The Advertiser shall obtain the necessary permission from the owners of the premises and others, exclusive of public authorities, whose permission is requisite for the installation and maintenance of the display and shall be responsible that such permission once obtained shall not be revoked.

NEON PRODUCTS OF WESTERN CANADA, LIMITED (Owner)

By "Leon C. Shelly"

"I Hamagaki"

Advertiser.

"L. Hamagahi"

TOA9 EXHIBIT A 19210

City Vancouver, B. C.

Display to be erected at
Display to read as follows

ROOMS

RED Claude Neon Tubing

in letters each

inches to

BLUE Claude Neon Tubing

in letters each

inches to

MARINE GREEN Claude Neon Tubing

in letters each

inches to

CLAUDE WHITE Neon Tubing

in letters each

inches to

CLAUDE NEON Tubing

in letters each

inches to

inches in height, illuminated with single

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WITH HOT AND COLD WATER

to appear in

FOLLOWING COPY: EMORE

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FLASHER SUPPLIED

LOCATION OF SIGN (OR ROOF STRUCTURE) ON BUILDING

Edge of Letters

Border

ROOF STRUCTURE

Width

STYLE OF OTHER LETTERS

STYLE OF NEON LETTERS

Raised Flush, Channel

inches in height

to appear in

TRANSPARENCY

NEON OUTLINING

NEON BORDER

Color

Claude Neon Tubing

inches to

in letters each

inches in height, illuminated with single

CLAUDE WHITE Neon Tubing

inches to

in letters each

inches in height, illuminated with single

MARINE GREEN Claude Neon Tubing

inches to

in letters each

inches in height, illuminated with single

GREEN Claude Neon Tubing

inches to

in letters each

inches in height, illuminated with single

BLUE Claude Neon Tubing

inches to

in letters each

inches in height, illuminated with single

RED Claude Neon Tubing

inches to

in letters each

inches in height, illuminated with single

RED Claude Neon Tubing

8

ROOMS

Display to be erected at

Display to read as follows

449 Georgia Street

City

Vancouver, B. C.

PLACE FOR ENDORSEMENT

TIME CLOCK SUPPLIED

To have

RENEWAL AGREEMENT

This Agreement No. 7261
Prior Agreement No. 3509

Approved C.C.C.

THIS AGREEMENT made in triplicate the Seventh day of January 19 41
at Vancouver, B. C., between NEON PRODUCTS OF WESTERN CANADA,
LIMITED, 260 Terminal Avenue, Vancouver, B. C., Owner,
and ELMORE ROOMS, 349 East Georgia Street, Vancouver, B. C.

Advertiser.

WITNESSETH:

The parties hereto having mutually agreed to renew and vary Display Agreement made between them and dated May 29th, 1936 premises it is mutually agreed as follows:

1. The Owner hereby grants to the Advertiser leave and license to use, for the term of (36) thirty-six months commencing 1st March 1941 and ending 29th February 1944 the display or displays, reading ROOMS the subject of the said Display Agreement.
2. The Owner shall maintain and service the said display or displays as provided by the said Display Agreement during such term.
3. The Advertiser shall pay to the Owner monthly and every month on the first day of each month during such term commencing on the first day of March 1941, the sum of THREE DOLLARS per month for the first twenty-five months, and TWO DOLLARS per month for the remaining eleven months.
4. It is understood and agreed by and between the parties hereto that the public liability policy of insurance carried by the Owner does not cover the Advertiser in the event of breach of the said Display Agreement.
5. The said Display Agreement shall be varied in accordance with the terms of this Renewal Agreement, otherwise the said Display Agreement and all provisions thereof shall be and remain in full force and effect.
6. It is expressly agreed between the parties hereto that the Owner has not made any representations to the Advertiser regarding the display other than such as are expressed in this agreement and the contract above recited, it being agreed that this instrument contains and expresses the whole agreement made between the parties hereto.
7. It is mutually agreed that the Owner shall have the right to cancel this agreement at any time upon six (6) months' notice in writing by the Owner to the Advertiser; and upon the expiration of the period of six (6) months from the date of despatch of such notice all obligations imposed under the terms hereof upon the Owner and Advertiser shall cease and be determined; subject however to the continuation of the liability of the Advertiser to pay arrears of monthly instalments accrued at the date of termination.

NEON PRODUCTS OF WESTERN CANADA LIMITED.

By "W. D. Arnott"

(Sales Representative)

Accepted "C. C. Corbet"

(Executive Officer)

Date Accepted January 14, 1941

"I. Hamagaki"

By

(Advertiser)

This Agreement

Made this Seventeenth - - - - - day of February - - - - -
in the year of our Lord one thousand nine hundred and thirty-six

Between WILLIAM FROUDE of #2 Laureston Road, Newton, Abbott, Devon England,
Civil Servant, and HENRY JAMES BURR of Midhurst Jersey Road, Osterley
Park, Middlesex England, Solicitor, Trustees of the Will of LAMBERT
BOND, deceased

Filings No. 7615 - 8099 - 13007

HEREINAFTER called the
"VENDOR" OF THE ONE PART.

AND

KANAK SAROUSA of 1626 West 4th Avenue, in the City of
Vancouver, Province of British Columbia, Gardening Contractor.

HEREINAFTER called the
"PURCHASER" OF THE OTHER PART.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and
from the Vendor the Lands and Hereditaments hereinafter mentioned, that is to say:

ALL AND SINGULAR, that certain parcel or tract of land and premises, situate, lying and being in
City of Vancouver
in the Province of British Columbia, and known and described as Lot Seventeen (17), Block
Eighty-seven (87), Subdivision of District Lot One hundred and eighty-one (181), and
One hundred and ninety-six (196), Group One (1) New Westminster District, according
to a map or plan deposited in the Land Registry Office at the City of Vancouver
and numbered 196.

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of
FORTY-FIVE HUNDRED - - - - -

Dollars (\$ 4500.00)

of lawful money of Canada, payable in the manner and on the days and times hereinafter mentioned, that
is to say: the sum of

THIRTEEN HUNDRED - - - - - Dollars (\$ 1300.00)

on the execution of this Agreement (the receipt whereof the Vendor doth hereby admit and acknow-
ledge), and the balance as follows: \$3200.00 payable as follows:

\$ 300.00 on the 17th of February, 1937
300.00 on the 17th of February, 1938
300.00 on the 17th of February, 1939
300.00 on the 17th of February, 1940
300.00 on the 17th of February, 1941 and
1700.00 on the 17th of February, 1942, together with
interest thereon at the rate of Five (5%) per cent per annum
payable on the unpaid balance of the Principal, half yearly

TOGETHER with interest computed from the Seventeenth day of February 1936 at the rate of Five (5%) per cent. per annum, on the moneys from time to time owing under this agreement, payable half yearly

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE, to and with the Vendor, that he will well and truly pay or cause to be paid to the Vendor, the sums of money above mentioned, together with interest thereon at the rate aforesaid, both before and after maturity, on the days and times and in the manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall pay and discharge all taxes, rates and assessments and local improvement assessments wherewith the said lands may be rated or charged, whether now or hereafter assessed. PROVIDED ALWAYS that if the Purchaser shall fail or neglect to pay the said taxes, rates and assessments and local improvement assessments as and when the same shall become due and payable, or within one month thereafter, the Vendor shall have the right to pay the same, and any sum so paid by the Vendor shall immediately become payable by the Purchaser to the Vendor, together with interest thereon at the rate of Seven (7%) per cent. per annum until paid.

AND also will forthwith insure and during the continuance of this agreement keep insured against loss or damage by fire in the names of the Vendor and Purchaser as their respective interests may from time to time appear, each and every building on the said lands, in the sum of the full insurable value thereof, in an insurance company to be named by the Vendor, and will not do or suffer anything whereby the said insurance may be vitiated, and will pay all premiums and sums of money necessary for such purposes as and when the same shall become due, and will deliver over to the Vendor the policy or policies of insurance thereto appertaining; and if the Purchaser shall neglect to keep the said building or buildings, or any of them, insured as aforesaid, or to pay the said premiums or to deliver such policies, then the Vendor shall have the right to insure the said building or buildings in the manner aforesaid and pay the premiums for same, and any sum so paid by the Vendor shall immediately become payable by the Purchaser to the Vendor, together with interest thereon at the rate of Seven (7%) per cent. per annum until paid; PROVIDED that, subject to the rights of any Mortgagee, in the event of the insurance money becoming payable by the Insurance Company in settlement of loss by fire, any sum so paid shall be expended in rebuilding or repairing said building or buildings, and in the event of such sum not being sufficient to cover the cost of such rebuilding, the Purchaser shall within one month of the settlement of the loss, provide such additional money as may be required for that purpose, and in the event of the Purchaser failing so to do, the moneys paid by the Insurance Company shall be paid to the Vendor on account of the moneys due hereunder.

IN CONSIDERATION WHEREOF and on payment of the moneys due hereunder, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except taxes, rates and assessments, and instalments of local improvement assessments whether now or hereafter assessed, and subject to the conditions and reservations in the original grant thereof from the Crown, and subject to all building restrictions registered against the said lands, and subject also to the terms of an Agreement made with the City of Vancouver in respect to sidewalk area registered under # 59649.

THE VENDOR DOETH FURTHER COVENANT, PROMISE AND AGREE to and with the Purchaser that, upon the execution of this agreement, he will deposit or cause to be deposited in the Land Registry Office at Vancouver the Certificate of Title to the said lands, and a request to the Registrar of Titles to permit registration of this agreement. AND ALSO, the Vendor shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in payment of the said moneys due hereunder, or the interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject nevertheless to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this agreement, and unless the payments above mentioned are punctually made at the times and in the manner above mentioned, then and as often as any default shall happen in making such payments, the Vendor may, at his option and in addition to his other remedies hereunder, give the Purchaser thirty days' notice in writing demanding payment thereof, and in case any default shall continue, these presents shall, if the Vendor shall so elect, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said lands, and in such event any and all moneys paid hereunder shall be retained by the Vendor as ascertained and liquidated damages for the non-fulfilment of this Agreement, and thereafter the Vendor shall have the right to sell and convey the said lands to any purchaser thereof.

THE VENDOR shall have the right at all times to assign all his right, title and interest in this agreement for sale, and in the said lands, to any person whomsoever; and the Purchaser hereby consents to such assignment and to the registration thereof in the Land Registry Office, in consideration whereof the Vendor agrees to give the Purchaser in writing immediate notice of such assignment, specifying the name and address of the Assignee.

AND also, it is hereby agreed that the Purchaser, not being in default hereunder, may at any time before the said day fixed for final payment to the Vendor, pay the balance of the purchase money due or to become due to the Vendor hereunder, c/o E. E. Rand & Fowler Ltd., 543 Granville Street Vancouver, B. C. or such other address as may be designated by the vendors in writing, and interest thereon at the rate aforesaid, up to the date of such payment.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any post office under registered cover, addressed as follows: Kanoe Saegusa, 1626 West 4th Avenue, Vancouver, B. C.

Or, if delivered to the Vendor, or mailed at any post office under registered cover, addressed as follows: c/o E. E. Rand & Fowler Ltd., 543 Granville Street, Vancouver, B.C. or any other address designated by the Vendor in writing shall be deemed to have been delivered in the ordinary course of post, but in any event not later than the third day following that on which it was mailed.

AND IT IS EXPRESSLY AGREED between the parties hereto, that all grants, covenants, provisos, and agreements, rights, powers, privileges, conditions and liabilities contained in this agreement shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places, and if there shall be more than one purchaser the covenants on their part herein contained shall be joint and several covenants.

WHEREVER the singular and masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties referred to so require.

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

Signed, Sealed and Delivered

BY THE VENDOR
IN THE PRESENCE OF

(Sgd) Francis Robert Thorne (Signature of Witness)
Clerk to Trollope, Winchworth (Street Address)
Crump & Sprott (City)
30 Buckingham Gate (Occupation)
Westminster London
England Solicitors

(Signed) W. FROUDE

(Signed) HENRY J. HURR

Signed, Sealed and Delivered

BY THE PURCHASER
IN THE PRESENCE OF

(Sgd) Teiichi Hamagaki (Signature of Witness)
2112 Pandora St., (Street Address)
Vancouver, B. C. (City)
(Occupation)

(Signed) K. SAEGUSA

NOTE: Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.
A Notary Public in and for the Province of British Columbia
A Commissioner for taking affidavits within British Columbia

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____
of _____
and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this _____ day
of _____ in the year of our Lord one thousand
and nine hundred and _____

FOR ATTORNEY

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

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____
of _____
and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this _____ day
of _____ in the year of our Lord one thousand
and nine hundred and _____

AFFIDAVIT OF WITNESS

I, _____ of the _____
make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by
the part _____
thereto, for the
purpose named therein.
2. The said instrument was executed at _____
3. I know the said part, and that
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
SWORN before me at _____
in the Province of British Columbia, this _____ day of _____ 19____

Date February 1, 1936

WILLIAM FROUDE
HENRY JAMES EUBER

AND

KANAE SAKOUSA

A. J. J. Legault
Agreement

FOR SALE OF LAND

E. E. RAND & FOWLER LTD.
REAL ESTATE, LOANS
AND INSURANCE
VANCOUVER, B.C.

COPYRIGHT
Standard Agreement For Sale Form adapted by



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

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____
of _____
and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, and whose
name subscribed thereto as part and that he knows the contents thereof, and that he
executed the same voluntarily, and
of the full age of twenty-one years.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this _____ day
of _____ in the year of our Lord one thousand
and nine hundred and _____

FOR MAKER

This Indenture

Made in ^{triplicate} duplicate the Seventeenth day of February in the year of our Lord one thousand nine hundred and forty three-six

Between

KANAE SAEGUSA of 1626 West 4th Avenue in the City of Vancouver, Province of British Columbia (Gardening Contractor)

Insert Full Name, Address and Occupation of Parties.

hereinafter called the "ASSIGNOR"
OF THE FIRST PART

AND

MRS. ITO HAMAGAKI, Wife of Teiichi Hamagaki of 2112 Pandora Street in the City and Province aforesaid (housewife)

hereinafter called the "ASSIGNEE"
OF THE SECOND PART

Whereas by Agreement for Sale dated the 17th day of February one thousand nine hundred and thirty-six and made between William Froude and Henry James Surr, England, Trustees of will of Lambert Bond, deceased, Filings No. 7615-8099-13007, as Vendor of the first part, and Kanae Saegusa of Vancouver, B. C. as purchaser of the second part, the said vendor did agree to sell and convey in fee unto the said purchaser, who thereby agreed to purchase from the said vendor the lands therein and hereinafter particularly described, for the sum of FORTY-FIVE HUNDRED (\$4500.00) - - - - - Dollars

subject to the conditions and covenants in said Agreement for Sale contained: (as follows)

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of FORTY-FIVE HUNDRED DOLLARS (\$4500.00) of lawful money of Canada, payable in the manner and on the days and times hereinafter mentioned, that is to say: the sum of THIRTEEN HUNDRED DOLLARS (\$1300.00) on the execution of this Agreement (the receipt whereof the Vendor doth hereby admit and acknowledge), and the balance of THIRTY-TWO HUNDRED DOLLARS (\$3200.00) payable as follows:

\$300.00 on the 17th of Feb. 1937	\$300.00 on the 17th of Feb. 1940
\$300.00 on the 17th of Feb. 1938	300.00 on the 17th of Feb. 1941 and
\$300.00 on the 17th of Feb. 1939	1700.00 on the 17th of Feb. 1942

together with interest thereon at the rate of five per cent (5%) per annum payable on the unpaid balance of the principal half yearly.

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

AND WHEREAS, the Assignee has agreed to assume the payment of the moneys (being for principal, the sum of

THIRTY-TWO HUNDRED - - - - - (\$3200.00 - - - - - Dollars)
due and to become due under said Agreement for Sale.

NOW THEREFORE THIS INDENTURE witnesseth that in consideration of the premises and of the sum of ONE (\$1.00) Dollars, whereof is hereby by him acknowledged) he the Assignor Doth hereby GRANT, ASSIGN, TRANSFER and SET OVER unto the Assignee the said Agreement for Sale and all the rights, title, and interest of him the said Assignor thereunder and therein;

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

ALL and SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, in the Province of British Columbia, and known and described as Lot Seventeen (17), Block Eighty-seven (87),

Subdivision of District Lot One Hundred and Eighty-one (181) and One Hundred and Ninety-six (196), Group One (1) New Westminister District, according to a Map or Plan deposited in the Land Registry Office at the City of Vancouver, and numbered 196.

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

AND the Assignor hereby COVENANTS with the Assignee that there is now due or accruing due and unpaid under the Agreement for Sale ONLY the said sum of THIRTY-TWO HUNDRED (\$3200.00) - - - - - Dollars, payable as follows:

\$300.00 on the 17th of February, 1937
300.00 on the 17th of February, 1938
300.00 on the 17th of February, 1939
300.00 on the 17th of February, 1940
300.00 on the 17th of February 1941 and
1700.00 on the 17th of February, 1942, together with interest thereon at the rate of five per cent (5%) per annum, payable on the unpaid balance of the principal half yearly care of E. E. Rand & Fowler, 543 Granville Street, Vancouver, B. C., or such other address as may be designated by the Vendors in writing.

together with interest thereon at ----- per centum per annum from the
day of ----- one thousand nine hundred
and forty

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

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

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

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature _____
Occupation _____
Street Address _____
City or Town _____

(Signed) K. SARGUSA

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Acknowledgment of Officer of a Corporation
I, **Merryl Gerrity**, that, on the _____ day of _____, 194____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is) personally known to me, appeared before me and acknowledged to me that he is the who subscribed his name to the annexed Instrument as to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and forty _____.

Assignment
OF AGREEMENT FOR SALE
(BY PURCHASER)
The Carter & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form 16
Lot 17,
Block 87,
Subdivision D.L. 181 & 196
Group 1,
New Westminster District.
Dated February 17 1946
KANAE SAEGUSA
—TO—
MRS. ITO HAMAGAKI

FOR MAKER (INCLUDING MARRIED WOMEN)

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

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:
I, _____ of the _____, 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 _____ the part _____ thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said part _____, and that
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 194____.

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

This Indenture

Made the twenty-seventh day of April in the year of our
Lord one thousand nine hundred and forty two

In Pursuance of the "Short form of Deeds Act"

Between

ITO HAMAGAKI, of 2112 Pandora Street, Wife of
Teiichi Hamagaki, in the City of Vancouver,
Province of British Columbia.

Insert full Name,
Street Address and
Occupation of
Grantor and of
Grantee.

(hereinafter called the "Grantor")

AND

JOHN LENIE, of 2112 Pandora Street, Fisherman,
in the City of Vancouver, Province of British
Columbia,

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of the sum of FOURTEEN HUNDRED and
FIFTY-----(\$1450.00)

Dollars of the lawful money of Canada now paid by the said Grantee to the said
Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor,
DOTH GRANT unto the said Grantee, his heirs and assigns FOREVER:

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 more particularly known and described as: LOT TWO(2), of
BLOCK THIRTY FIVE (35), DISTRICT LOT ONE EIGHTY FOUR (184),
GROUP ONE (1), NEW WESTMINSTER DISTRICT, Plans Nos. 178 and 5322

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; Subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown, and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

ATTACHED IS A TRUE COPY OF A DEED OF LAND BETWEEN ITO HAMAGAKI AND JOHN
DATED APRIL 27th, 1942.

Lawrence

Notary Public in and for the
Province of British Columbia

, 1943.

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said Grantor Releases to the said Grantee All His Claims upon the said lands.

WHEREVER the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Signature of Witness } "John Vrlak, Jr."
Street Address } 865 East Hastings St.,
City or Town } Vancouver, B.C.
Occupation of Witness } Real Estate Broker

"Ito Hamagaki"

FOR MAKER

I HEREBY CERTIFY that, on the

day of 19 , at

, in the Province of British Columbia,
(whose identity has been proved by the evidence on
, who is personally known to me, appeared

oath of
before me and acknowledged to me that
the maker thereof, and whose name
contents thereof, and that
years.

the person mentioned in the annexed instrument as
subscribed thereto as part , that know the
executed the same voluntarily, and of the full age of twenty-one

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

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

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

THE
RENIC

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA }
TO WIT: }

I, John Vrlak, Jr.
of Vancouver
make oath and say:

of the City
, in the Province of British Columbia,

1. I was personally present and did see the within instrument duly signed and executed by Ito Hamagaki the party thereto, for the purposes named therein.
2. The said instrument was executed at Vancouver, B.C.
3. I know the said party , and that 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 Vancouver
in the Province of British Columbia, this 28th
day of April 1942

"Geo. F. Jacobs"

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

"John Vrlak, Jr.,

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) who is personally known to me, and that he is the person of the said _____ and affixed the seal of the _____ to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

#73743-L

Dated April 27th 19 42

ITO HAMAGAKI

—TO—

JOHN RENIC.

Deed of Land

The Willson Stationery Co. Ltd., Vancouver, B. C.
Legal Forms for the Four Western Provinces

Lot 2, 35,
Block 35,
D.L. 184,
Group 1,
N.W.D.,
Plan Nos. 178 & 5322

JOHN VRLAK & CO.,
865 E. Hastings Street,
Vancouver, B.C.

100-1261

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed Instrument as the maker thereof, that the said _____ is the same person mentioned in the said Instrument as the maker thereof, and that he, the said _____, instrument, and subscribed the name of the said _____ as the free act and deed of the said _____ attorney which has not been revoked.

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

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

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

CANADA
PROVINCE OF BRITISH COLUMBIA
To wit: _____ of the _____ in the Province of British Columbia.

DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.

2. At the time of the execution of the annexed instrument, I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at _____ in the Province of British Columbia, this _____ day of _____ A.D. 19____

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

This Indenture

made the **First** day of **October** in the year of our

Lord one thousand nine hundred and **Forty-two**

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN

State Full Name
Address and
Occupation

ITO HAMAGAKI (Rooming House Owner), of 349 East
Georgia Street, in the City of
Vancouver, in the Province of British
Columbia.

hereinafter called the Lessor of the FIRST PART;

AND

State Full Name
Address and
Occupation

QUON YUEN WING (Head Cook), of 612 East Hastings Street,
in the City of Vancouver, in the Province
of British Columbia.

hereinafter called the Lessee of the SECOND PART;

State Full Name
Address and
Occupation

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, ALL AND SINGULAR those certain lands and premises more particularly known and described as:

LOT SEVENTEEN (17)
BLOCK EIGHTY-SEVEN (87)
DISTRICT LOT ONE HUNDRED AND NINETY-SIX (196)
GROUP ONE (1)
NEW WESTMINSTER DISTRICT
PLAN 196

and being in the City of Vancouver, in the Province of British Columbia,
and being known as 349 East Georgia Street.

From the **First** day of **October**
one thousand nine hundred and **Forty-two**

for the term of **Four (4)** next ensuing

YIELDING AND PAYING therefor to the said Lessor, the clear yearly rent or sum of
~~EIGHT HUNDRED AND FORTY~~ XX/100 Dollars of lawful
money of Canada, payable on the following days and times, that is to say: The sum of ~~SEVENTY~~
XX/100 Dollars (\$70.00) per month payable
monthly in advance on the 1st day of each and every month thereafter, commen-
cing on the 1st day of October A.D. 1942.

AND IT IS MUTUALLY AGREED between the parties hereto that the LESSOR shall carry out and pay for all repairs to the said premises caused by ordinary wear and tear or by damage from fire and tempest and that the Lessee shall repair and pay for all damage caused by negligence of the Lessee or his tenants.
AND the Lessee agrees to pay the water rates.

AND the said Lessee COVENANT with the said Lessor to pay rent, and to repair (reasonable wear and tear excepted) damage by fire and tempest excepted, and to repair (reasonable wear and tear excepted) damage by fire and tempest excepted.
AND will not assign or sub-let without leave;
AND will not carry on any business that shall be deemed a nuisance on the said premises;
AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

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

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee. Upon the expiration of this lease, the Lessor hereby grants to the Lessee, an option to lease the said lands and premises for a further term of four (4) years at a rental of EIGHT HUNDRED AND FORTY-----xx/100 Dollars (\$840.00) per year, payable SEVENTY-----xx/100 Dollars (\$70.00) monthly in advance on the last day of each and every month during the term, the lease to contain the same covenants and provisions as are contained in this lease.

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

IT is further provided that should the Lessee hold over after the expiration of the term hereby granted and the Lessor accept rent the tenancy thereby created shall be from month to month only and not for a further term.

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

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

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED

BY THE LESSOR IN THE PRESENCE OF

"J. A. Dowding"

Office Manager,
990 Robson Street,
Vancouver, B.C.

"Ito Hamagaki"

SIGNED, SEALED AND DELIVERED

BY THE LESSEE IN THE PRESENCE OF

"J. A. Dowding"

Office Manager,
990 Robson Street,
Vancouver, B.C.

"Quon Yuen Wing"

State Full Name
Address and
Occupation of
Witness

State Full Name
Address and
Occupation of
Witness

For Maker

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____

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

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

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

For the
Secretary
or other
Officer of a
Corporation

I HEREBY CERTIFY that on the _____ day of _____ 19____, at _____
in the _____ of _____

(whose identity has been proved by the
who is) personally known to me, appeared before
of _____
and that he is the person who subscribed his name to the
annexed Instrument, as _____ of the said _____ and affixed the seal
of the _____ to the said Instrument, that he was first duly authorized
to subscribe his name as aforesaid, and to affix the said seal to the said Instrument, and that such Corporation is
legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

Declaration
of Witness

I, John Albert Dowling (Office Manager), of 990 Robson Street,
in the Province of British Columbia,
do hereby certify that the within instrument duly signed and executed by Ito Hamagaki
and Quon Yuen Wing
the part lessees, for the
purposes named therein.

2. The said instrument was executed at Vancouver, B.C.
8. I know the said part lessees, and that they 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.
SWORN before me at Vancouver
in the Province of British Columbia, this 1st
day of October 1942

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

"J. A. Dowling"

Dated October 1, 1942

ITO HAMAGAKI
TO
QUON YUEN WING

R.C.L. Form No. 41

Lease Form
HOUSE

REID L. McLENNAN
(Barrister & Solicitor)
c/o SMITH & SMITH
Real Estate - Insurance
Business Opportunities
Rentals
PA. 2371 990 Robson St.,
ROSS, COWAN & LATTY LTD. * LEGAL FORM PRINTERS
748 SEYMOUR STREET, VANCOUVER, B.C.

Declaration
by Attorney

Registered
No.

For
Attorney

I, _____
of the _____
DO SOLEMNLY DECLARE THAT
1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the said instrument I had not received any notice or information of the
revocation of the said Power of Attorney by death or otherwise.
AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same
force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT,
DECLARED before me at _____
in the Province of British Columbia, this _____
day of _____ A.D. 19____

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

I HEREBY CERTIFY that on the _____
day of _____ 19____
at _____
and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, that the said _____
is the same person mentioned in the said instrument as _____
the maker thereof, and is still alive to the best of his belief, and that he, the said _____
knows the contents of the said instrument and subscribed the name of the said _____
thereto voluntarily as the free act and deed of the said _____
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____
British Columbia, this _____
day of _____ 19____
in the year of our Lord one thousand _____
and _____

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.
NOTE: Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

Catalogue No. 110
File No. 12995

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

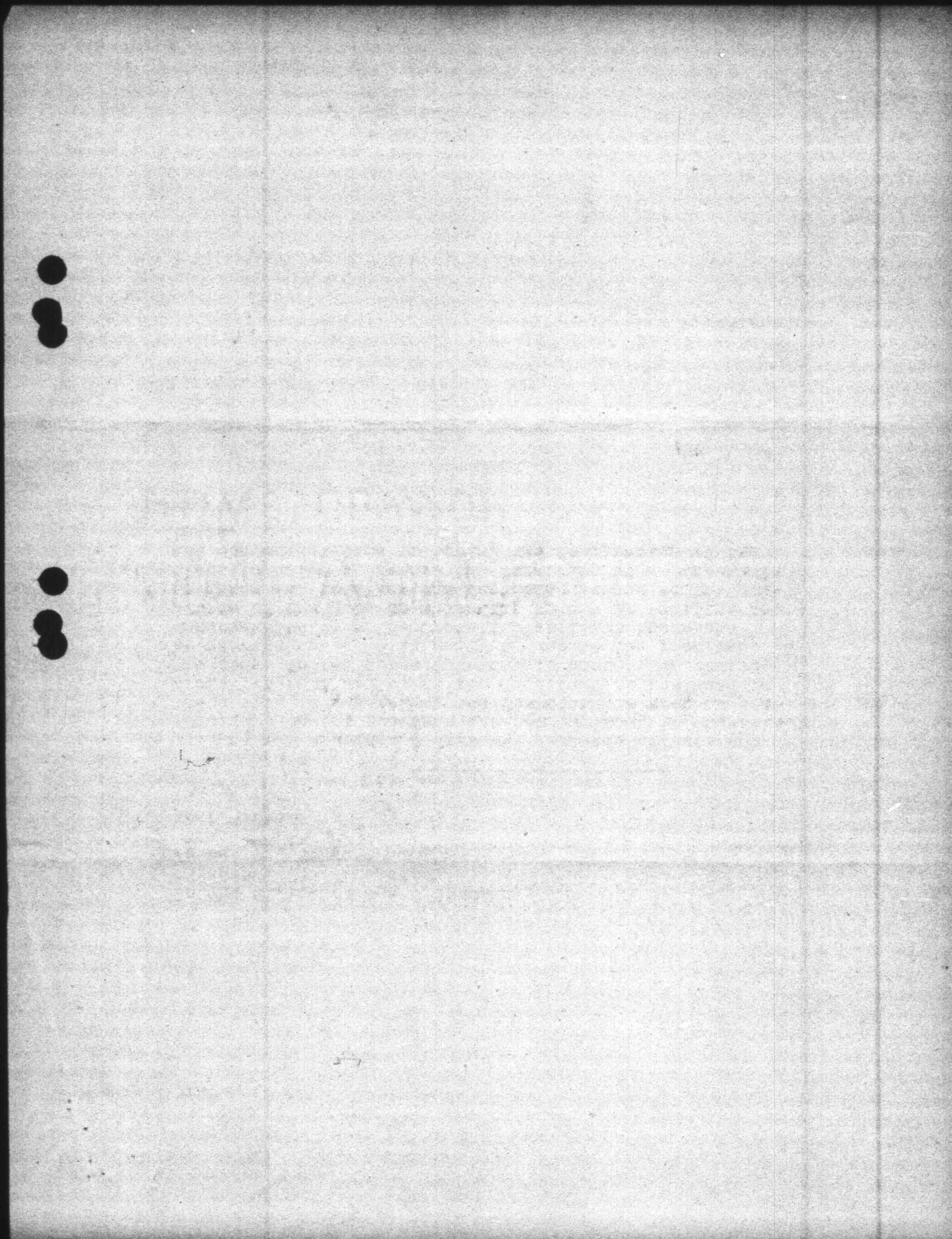
Dear Sirs:-

Re: 349 East Georgia Street

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

Yours faithfully,

Faddig Bartosz.....Signed



Mrs. Chikara (Sato) KUMAGAI

THE

Accounting Department
April 5th, 1948

ANALYSIS OF REAL PROPERTY CLAIM

FILE NO.: 12995

CLAIMANT: Ito Hamagaki, Registration No. 07111

LEGAL DESCRIPTION: Lot 17, Block 87, District Lot 196, Group 1,
New Westminster District, Plan 196.

CIVIC ADDRESS: 349-351 East Georgia Street, Vancouver, B. C.

CLASSIFICATION: Rooming House and Store

DETAILS OF CLAIM: Land and Buildings \$10,000.00 or more
Amount, Custodian sale 5,000.00
Loss Claimed \$ 5,000.00 or more
Back rent charged to me 614.00
\$5,614.00

TITLE: Registered in the names of William Froude and
Henry James Burr (Filings Nos. 7615, 8099 and 13007)

ENCUMBRANCES: 89849 F. 15/1/15 City of Vancouver. Indemnity Agreement
2002 M. 18/5/36. 12.28. Kanae Saegusa. Right to Purchase
for \$4500.00. Int. 5%
29676 M. 30/4/42. 3 P.M. Ito Hamagaki. Assignment of 2002 M.
Filing 35370. Vested in the Custodian.

ASSESSMENT: (1943) Land \$1050.00
Improvements 7900.00
Valuation for Taxation - \$5,000.00
Taxes (1943) - 153.85
(Receipted 1943 Tax Statement on Claim File)

RENTAL ARRANGEMENTS: Property leased by Ito Hamagaki to Quon Yuen Wing
from October 1, 1942, for four years for \$840.00
yearly payable at the rate of \$70.00 per month.
(copy of Lease on Claim File)

APPRAISED: July 24, 1943 by Johnson, Reeve and Watson - \$4,000.00

SOLD: To Faddiez Bartosz as at August 6, 1943, for \$5,000.00

NOTE: Considerable delay and difficulty was encountered in
clarifying Mrs. Hamagaki's interest in this property
as she held an assignment of an Agreement for sale
between William Froude and Henry James Burr, trustees
of an Estate, in whose name the title was registered,
and Kanae Saegusa. One of these trustees had since
died and the whereabouts of the other was uncertain for
some time due to the disorganization in England occasioned
by the war.

ANALYSIS OF REAL PROPERTY CLAIM

FILE NO. 12995

CLAIMANT: Ito HAMAGAKI, Registration No. 07111

LEGAL DESCRIPTION: Lot 4, Block 6, District Lot 692, Group 1,
New Westminster District, Plan 3633.

DETAILS OF CLAIM: Land \$200.00
Improvements \$200.00

\$400.00
Less 108.00 (Custodian Sale Price)

Loss Claimed \$292.00

CLASSIFICATION: Uncleared land - no buildings.

TITLE: Registered in the name Ito HAMAGAKI

ENCUMBRANCES: Custodian Vesting Filed No. 36314

ASSESSMENT: Land \$250.00
Improvements 150.00
\$400.00

Taxes - \$4.00 plus
5.65 School Tax
\$9.65

RENTAL ARRANGEMENTS: None

APPRAISED: Soldier Settlement Board Farm Appraisal Report
August 1, 1942, \$110.75.

SOLD: To the Director, Veterans' Land Act, as at
January 1, 1943, for \$108.00

Name of Claimant

HAMAGAKI, Ito

Case

1062

Custodian File

12995

~~590~~

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
5000.00					108.					1000.00 86.40
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										1086.40

12995

February 1st, 1951

Mrs. Ito HAMAGAKI,
99 Horse Street,
Toronto, 8, Ontario.

Dear Sir ~~xxxx~~ Madam:

Re: Japanese Property Claims Commission

Case No. 1062

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 ... \$ 1,086.40.

Cheque in your favour is enclosed for \$ 1,023.56
and we have paid the Co-Operative Committee .. \$ 62.84
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS:EK
Encl.

DEFENCE BRIEF

V.L.A.)Real
Urban)Property

Mrs. Ito HAMAYAKI

File No. 12995

Case No. 1062

REAL PROPERTY CLAIMS

PARCEL A - Lot 4 Block 6 D.L. 692 Map 3633 (Grantham's Landing Property)
Gp 1, N.W.D. Plan 3633.

PARCEL B - Lot 17 Block 87 D.L. 196 Gp.1, N.W.D. Plan 196
(349-351 East Georgia St., Vancouver)

<u>Parcel A Claim</u>	<u>Appraised at</u>	<u>Sold for</u>
\$400.00	\$110.75	\$108.00

(a) Witness: B.C. Wormworth, V.L.A. Appraiser.

(b) Property wholly owned by claimant.

Question of fair valuation only.

<u>Parcel B Claim</u>	<u>Appraised at</u>	<u>Sold for</u>
\$10,000.00	\$4000.00	\$5000.00

(a) Witness: D.W. Reeve, Johnson Reeve and Watson.

(b) At the time of sale claimant had only agreed to purchase under an agreement to purchase and vendors were an English estate. It took a long time to get hold of the title.

There is much correspondence and some memorandums on the file regarding the steps taken to clear the title.

Question of fair market value only.

Summary of Defence Witnesses

B. C. Wormworth

D. W. Reeve

Where Required

1 (a)

2 (a)

JLG/mw

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

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

10

Toronto, Ontario,
May 20th, 1948.

IN THE MATTER OF THE CLAIM OF
(MRS.) ITO HAMAGAKI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

F.A. BREWIN, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

T.P. HORROBIN, Esq.,

Official Reporter.

30

2
T. Hamagaki,
In Chief.
Discussion.

MR. BREWIN: My lord, this morning we will start with Nos. 73 and 74, Mrs. Hamagaki.

THE COMMISSIONER: Are you treating them as one claim?

MR. BREWIN: Yes, I think so, my lord. My lord, in this case Mrs. Hamagaki was quite seriously injured in a motor accident just a day or so ago. Her husband, who is familiar with all the facts, is here.

10 THE COMMISSIONER: I will hear him, but I would like it if you would file the letter from her when it can be obtained.

TELLICHE HAMAGAKI, a witness called on behalf of the claimant herein, being first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q Mr. Hamagaki, you are the husband of Mrs. Ito Hamagaki? At Yes.

20 Q And I understand your wife just a day or two ago had quite a serious motor accident?

A Yes, over on the corner by Eaton's store.

Q We perhaps don't need to investigate the accident now, but she is in St. Michael's Hospital?

A She is in St. Michael's Hospital and I went just now but they say I can't see her this morning, maybe after one or two.

Q Now, Mr. Hamagaki, you were with your wife and assisted her in the preparation of the claim to be put before this Commission? At Yes.

30 Q Now, first of all, I will present your claim in

3
T. Hamagaki,
In Chief.

respect of four acres of land sold to the Soldiers Settlement Board, Lot 4, Block 6, District Lot 692. You have signed this on behalf of your wife, have you? A: Yes.

Q And does this form set out the facts that you and your wife gave to your solicitors just a day or so ago? A: Yes.

Q And are the facts set out there correct?

A Yes.

10

(STATEMENT MARKED EXHIBIT NO. 1).

MR. BREWIN: Perhaps we might have the Soldier Settlement Board appraisal now.

MR. HUNTER: I would file the Soldier Settlement Board appraisal Exhibit 2, my lord.

(APPRAISAL MARKED EXHIBIT NO. 2).

MR. BREWIN: Q: Now, Mr. Hamagaki, I assume that apart from what you have put on this form there isn't a great deal you can tell us about this property, is there? Apart from the information given on this form, there isn't very much you can tell us about? is there? A: Is this

20

Georgia Street?

Q No, this is the four acre farm. Is there anything more you want to tell us about that farm?

A No, I don't think so.

Q You think it is all there is?

A Yes.

THE COMMISSIONER: What distance is your home from the wharf at Grantham's Landing?

30 A I think about twenty miles.

T. Hamagaki,
In Chief.

Q Twenty miles? A: Yes, about twenty miles from Vancouver to Bowen Island.

Q No, Grantham's Landing.

A Oh, Grantham's Landing? Oh, about a half a mile from the wharf.

Q Is it on the road to Pender Harbour?

A Gibson's Landing.

Q Oh, on the road to Gibson's? A: Yes.

10 MR. BREWIN: Q: Now, Mr. Hamagaki, I am going to go on from there to your claim in respect to the other property which is 349 to 351 East Georgia Street in Vancouver. A: That number is a mistake. 347 to 349, I think.

THE COMMISSIONER: That does not make any difference.

I presume the legal description is there.

MR. BREWIN: Q Yes. I am showing you a form that has been completed in respect of that. Is that signed by you? A: Yes, I signed that.

20 Q And that, too, was completed with your wife's assistance? A: Yes.

Q And are the facts set out there correct to your knowledge? A: Yes, I think so.

(STATEMENT MARKED EXHIBIT NO. 3).

Q Now, Mr. Hamagaki, this form shows that the buildings consisted of a store and a rooming house, is that correct? A: Yes, that is correct.

Q And in 1942 apparently this store was rented for \$20.00 a month, is that right? A: Yes.

30 Q And the rooming house for \$70.00 a month? A Yes.

T. Hamagaki,
In Chief.

Q And was that all of the rooming house or was there a part which was kept by Mrs. Hamagaki herself?

THE WITNESS A: No, just one room and kitchen.

Q Just one room and kitchen that wasn't included in the lease?

A: The one was kept for use for storage. One room, pay for it \$10.00.

Q I didn't follow that. A: I paid \$10.00 for the one room.

Q Who paid? A: Ito.

10 THE COMMISSIONER: Mr. Interpreter, I think it safer to proceed through yourself rather than attempt to understand his English.

THE INTERPRETER: A: After evacuation, we paid ten dollars a month rent for storage on one room.

MR. BREWIN: I perhaps might ask my friend this:

There apparently was, according to the information some difficulty about title at one stage. Are you raising the question about that now?

MR. HUNTER: No, my lord.

20 MR. BREWIN: Thank you.

Q Then, Mr. Hamagaki, I understand that you received some offer to purchase this property, is that correct?

A: Yes.

Q I want to get the full particulars of that. Who was the man who made the offer to you?

A A man who had been occupying one of the rooms named Bartozé, a Spaniard.

Q I think I have his name more correctly, because I think he was the eventual purchaser. Was his name Bartolez?

A: Yes.

Q When did he make the offer to you?

A About June, 1942.

Q Yes, and did you have any lawyer acting for you in connection with that offer?

A I had some documents drawn up by a lawyer, but the actual transaction was put through between this man and my wife and myself.

Q That is the arrangement was made and afterwards he went to the lawyer, is that right?

10 A In connection with the sale there was to be a payment of \$300.00 down payment, or deposit, rather.

Q I think we might get through faster if you would just ask him to answer the particular questions I put to him. I want to know who was the lawyer who drew up the documents?

A George Robertson.

Q Of Vancouver?

A: Yes.

Q And what was the amount of the offer? What was he going to pay?

A: \$10,000.00

20 cash, including Victory bonds.

Q And I understand there was a \$300.00 deposit intended to be paid?

A: Yes.

Q And I understand they went to the Royal Bank, the East End Branch on Hastings Street and Mr. Bartoles — did he get the money, is that right?

A Yes.

Q Perhaps a little leading will help us through this, my lord. Mr. Bartoles didn't have an account there, but he had an account in another branch, is that right?

A: Yes.

T. Hamagaki,
In Chief.

Q And to make a long story short, he wasn't able to get the \$300.00 immediately. They told him he could get it in a few days, is that right?

A Yes, that is correct.

Q And did Mr. Robertson actually draw up the deeds?

A Yes.

Q And were they signed by you? A: Not by me. My wife signed.

Q Did your wife actually sign it? A: Yes.

10 Q What happened to the transaction? Why wasn't it completed? A: After about 2 or 3 days Mr. Bartolex said he had bought some other property and didn't wish to go through with the deal, and my wife being old said in that case we wouldn't sell at all. She depended on it for the rest of her life for some income.

Q I think you actually paid the lawyer his fees for drawing the deed, did you? A: My wife paid \$5.00, and after some trouble Mr. Bartolex paid some more.

20

Q Were there any other offers received for this property from any other persons?

A Yes. There was another offer from a man named Morris and one from Okomura, a broker.

Q I want a little more detail. Who was Mr. Morris?

A Mr. Morris was a broker in Vancouver.

Q How much did he offer to pay?

A I think about \$7000.00.

Q And when was that offer made?

30 A Right after the deal with Bartolex fell through.

T. Hamagaki,
In Chief,
Cross-Exam.

Q Was the offer accepted?
wasn't.

A: No, it

Q Then he mentioned a Japanese broker, Mr. Okomura.
He is now dead, I believe, is he?

A I don't know, he might be.

Q What offer did he make?

A: \$7500.00

after one week. About one week later.

Q About a week later, in 1942, again?

A Yes.

10 MR. BREWIN: I think that is all, thank you.

CROSS-EXAMINATION BY MR. HUNTER:

MR. HUNTER: It is submitted, my lord, that the farm property and the urban property both sold for their fair market values. I would tender the appraisal of Johnson, Reeve & Watson on the Vancouver property, or a detailed appraisal dated the 24th of July, 1943, in which they appraise the market value of this property at \$4,000.00, made by
20 Mr. Reeve.

(APPRAISAL MARKED EXHIBIT NO. 4).

MR. HUNTER: Q: I show you a photograph, Mr. Hamagaki, is that a photograph of the premises in Vancouver?

A Yes

MR. HUNTER: I tender this photograph of premises known as 349 Georgia Street as Exhibit 5.

(PHOTOGRAPH MARKED EXHIBIT NO. 5).

Q Is that a letter written by your wife?

A Yes.

30 MR. HUNTER: I call your Lordship's attention to the

9
T. Hamagaki,
Cross-Exam.

sixth paragraph of this letter dated June 20th, 1946, written by the claimant to the Deputy of the Custodian, which says:

"Actually Mr. Bartose Seddell offered me \$10,000.00 cash and with Victory Bonds for the property but I refused the offer because it was worth more. I wanted to keep the property as a source of income for my husband and myself in our old age."

10 Q You didn't refuse the offer, did you, it fell through? A: I wished to sell

but my wife didn't.

Q She accepted the offer and signed the deed, didn't she? A: Yes. She signed,

but she changed her mind.

Q She changed her mind when the deal fell through, is that not right? A: Yes.

(LETTER MARKED EXHIBIT NO. 6).

20 Q Is this a copy of a letter that your wife wrote to the Deputy Minister of Justice?

A Yes.

MR. HUNTER: I refer, your Lordship, to the second page of this letter, dated June 20th, 1946, written to the Honourable F.P. Varcoe, Deputy Minister of Justice, "Bartose Seddell, who had willingly offered to pay \$10,000.00 cash with Victory Bonds for this property, but I refused it as I wanted to keep it for the sake of the remaining years of our lifetime as we are getting older every year".

T. Hamagaki,
Cross-Exam.

I tender that as Exhibit 7.

(LETTER MARKED EXHIBIT NO. 7).

10 MR. HUNTER: This city property, my lord, was advertised in catalogue No. 110. The assessed value for 1943 was land, \$1050.00, improvements \$7900.00, making a total of \$8950.00. In response to the advertisement only one offer was received, from Fadden Bartosz, which was accepted and it was sold to him as of August 6th, 1943. There was considerable delay in giving title to this property due to the fact that the claimant had only agreed to purchase under an agreement to purchase and the vendors were an English estate, and as it was during the war and one of the trustees of the estate had died and the other had moved, it took a long time to get hold of it. The purchase price paid by Mrs. Hamagaki in February, 1936, was \$4500.00.

THE COMMISSIONER: That is shown on Exhibit 3, is it?

20 MR. HUNTER: Yes. It is entirely a question of value, my lord. There are no further questions. On the farmland, I guess I can't give you the sale price of that, did I?

THE COMMISSIONER: No.

MR. HUNTER: It was sold for \$108.00, my lord.

THE COMMISSIONER: What was the sale price paid by Bartosz, \$5000.00?

MR. HUNTER: \$5000.00, my lord.

THE COMMISSIONER: That is all, Mr. Hamagaki, thank you.

30 MR. BREWIN: My lord, Mr. Hamagaki wants to give one word of explanation about something.

T. Hamagaki,
Cross-Exam.
Discussion.

THE COMMISSIONER: I do not think there is any need of it. I have everything I require.

MR. BREWIN: It is in relation to the small price paid of \$4500.00. I had thought of asking him that in re-examination.

THE COMMISSIONER: All right.

MR. BREWIN: Q: Mr. Hamagaki, you wanted to say something about the purchase price of \$4500.00 that was paid for the property. What did you want to say about that?

10

A: When I purchased in 1936 for \$4500.00, the building was in very poor shape and I had to spend many thousands of dollars repairing the roof and other parts of the building, and at that time the roomers were mostly on relief and there were very hard times.

THE COMMISSIONER: All right, Mr. Hamagaki. We have all this in your written statement which has been filed by your counsel. That is all I require of you. Thank you.

20

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

CLAIM NO. 1062 - Mrs. Ito HAMAGAKI

This claim is made in respect of a rooming house, with a store on the ground floor, situate at 349 East Georgia St. Vancouver B.C. The building is comparatively old and not in first-class condition, as appears from the appraisal by Douglas Reeve, July 1943, at \$4000.00. On the other hand, the property was assessed in 1943 at \$8950.00. and produced a gross revenue of \$90.00 per month.

The claimant testified that he had received an offer from one Faddiez Bartosz shortly before his evacuation, in the sum of \$10,000.00. Counsel's investigation of this offer has established the fact that Bartosz did offer \$9000.00 in 1942, but later withdrew it due to some question of title. The property was sold by the Custodian at \$5000.00 to the same man, Bartosz, who was the only bidder.

These latter factors in my judgment support the conclusion that fair market value was not realized. I consider that the value at the date of sale was not less than \$6000.00.

I THEREFORE RECOMMEND payment to the claimant of the sum of \$1000.00, in lieu of the application of the over-all recommendation.

H. I. BIRD

Commissioner.

February 1st 1950.