

14220

BUREAU POWELL STREET
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE No. _____

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: ARAKAWA, (Takeko) Mrs. Takeo. *now at 433 Alexander St.*

HOME ADDRESS: 2177 Dundas Street, Vancouver, B.C. *Stone*

REGISTRATION NUMBER 05885 SEX: Female AGE: 30

OCCUPATION: Grocer

(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 *V*

NAME OF WIFE OR HUSBAND: Takeo

ADDRESS OF WIFE OR HUSBAND: 2177 Dundas Street, Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: Keiko (F)

ADDRESS OF CHILDREN: 2177 Dundas Street, Vancouver, B.C.

AGE OF CHILDREN: 2 yrs.

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

1. LOCATION AND DESCRIPTION: 2306 McGill St., Vancouver, B.C. *Residence*

lots(1)&(2) and the west half of Lot (3) of block No. 6. subdivision

D.L. 184, Group 1, New Westminster District, Map No. 178.

see husband's file 142201

2. BUILDINGS AND OTHER IMPROVEMENTS: One storey house, garage,

Land and house registered in name of Takeo ARAKAWA who is at

West Bank B.C. Registered with Custodian by his wife, the above.

3. INSURANCE (Give particulars; state where policies are) Milwaukee Mechanics' Insurance

Co. Agents P.C. Gibbens & Co. Ltd., 254 E. Hastings St. Policy No. 1265

\$3000.00. On house only. Policy in owners possession. expires 30/8/42.

4. TAXES (Amount and where payable) \$111.00 payable City Hall, Vancouver,

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Approximately

\$1030.00 John Richardson Clark, (Retired) 2856 W. 30th Ave., Vancouver, B.C.

who is mortgagee.

6. OCCUPANCY AND LEASES (If vacant so state) Still occupied. See letter

to Custodian from P.C. Gibbens & Co. enclosed.

*not paid
1942*

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. None in hands of mortgagee
John Richardson Clerk 2856 W. 30th Ave., Vancouver, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. None
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. 2177 Dundas Street, Vancouver, B.C.
3 rooms at back of store.
2. LANDLORD'S NAME AND ADDRESS. Mr. Mahon of Vancouver, address unknown,
His agents are Gordon Thompson Insurance Co. on Howe St., Vancouver, B.C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. \$32.00 per
month. Paid up to April 30, 1942.
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.
3 pieces bed-room suite, 1 baby bed, 1 chest, 1 coffee grinder,
2 rugs, garden tools, 1 snow cage,
1 seater, 1 cash register, 1 box kitchen utensils, to be stored
at 215 Cordova Street East, Caretaker, Mr. Y. Iwasaki, home address
unknown.
S. John Richardson 215/5 - Vancouver 226
21 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: None
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None
8. BANK ACCOUNTS: None
9. LIFE INSURANCE: None
10. INTEREST IN ANY ESTATES OR TRUSTS. None
11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None
2. TRADE DEBTS: None

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

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

Dated this 29th day of April 1942.

(Signature)

T. Arakawa

Agnes Spratt
Witness

Mrs.

FOR DEPARTMENTAL USE

2613

P.D. 9/3/43

INFORMATION FROM R.C.M.P.

DATE August 17/43

Our File No. 14220

Full Name ARAKAWA, Takeo
(Surname in Block Letters)

Registration No. 02597

^V
Male - Female
(Check)

Age June 3, 1904

Former Address None shown 2177 Dundas St., Vancouver, B. C.

Date Evacuated Mar./42 Naturalized - Canadian-Born - National
(Check) ^V

Present Address P. O. 989, Westbank, B. C.

^V
Married - Single
(Check)

nee
Name of Wife (FUKUI) Takeko #05885 File 6770

Name of Husband ---

Name of Mother Japan

Name of Father Japan

Names of Children under 16 Catherine Keiko Jan. 16/40

Requested by G.M.

Registered with Custodian
(Yes or No)

Additional Information Business Manager for newspaper.

14220

369-
November 12th, 1946

REGISTERED

Mr. Takeo ARAKAWA,
Reg. No. 02597,
P.O. Box 989,
Westbank, B.C.

Dear Sir:-

On receipt of your letter of the 4th instant we brought forward your file so that we could review it and your affairs that have come under our control, and advise you as to the situation at present.

As you failed to register with the Custodian, after several attempts to have you do so on our part, we combined the registration of your wife with the information on your file.

Her registration declared the property at 2306 McGill Street, as registered in your name and our records have carried it in that way. It was sold as of August 27th 1943 and you were so advised in our letter to you dated November 24, 1943, when details were completed.

In order that you may have a more complete report we have prepared a statement from the commencement of your account and are enclosing to you herewith,

1. General statement showing a credit balance of \$42.29
2. Statement re sale of 2306 McGill Street which net amount is shown in General statement No. 1.
3. On the 19th January 1946 we forwarded you a statement showing a debit balance of \$46.69.
4. General Statement showing credit balance of \$103.50 continuing from last previous statement.

Since the preparation of Statement No. 4. we have paid the Royal Bank the sum of seventy-five cents to cover their charges in forwarding your \$500.00 Bond to their Kelowna office. This leaves a balance of \$102.75 for which amount we are enclosing our cheque herewith payable to you.

We are forwarding your Bond through the Royal Bank of Canada to their branch at Kelowna and are attaching copy of our letter of instruction in this respect.

In the foregoing and in previous letters and reports, it would appear that we have accounted for your interests that have come under our control.

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

TELEPHONE MARINE 8284
CABLE ADDRESS "JONREE" 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.

19th July, 1943.

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

File No. 14220

Dear Sir:

Catalogue No. 143
Lots 1, 2 and W $\frac{1}{2}$ 3 Block 6 D.L. 184
2306 McGill Street

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

<u>Location</u>	Popular east end suburban district.
<u>Land</u>	82.5' x 120'. Good garden, 3 large fruit trees, Rose bushes and climbers all round street fences, Rail and wire fences, Corner lot.
<u>Buildings</u>	(1) 1 storey frame house 30' x 30' plus 9' x 6' and wide verandah with brick pillars, Concrete wall foundation, Shingle walls, Daroid roof, 5 rooms and bathroom, glazed sleeping porch, Basement, concrete floor, Tubs, Hot water heating jacket boiler, Hay room, fir floor. (2) Garage 12' x 16'. Plank floor.
<u>Condition</u>	Fairly good. No hardwood. Old fashioned. House about 30 years old.
<u>Rent</u>	\$35.
<u>City</u>	
<u>Assessment</u>	\$3,030 (Land \$930 Buildings \$2,100)
<u>Taxes</u>	\$99.
<u>Appraisal</u>	We are of the opinion that the market value of this property is \$3,200.

Yours faithfully,

JOHNSON, REEVE & WATSON

per

D. W. Watson



P. C. GIBBENS & CO. LTD.

TRUSTEES, FINANCIAL AND ESTATE AGENTS
NOTARY PUBLIC

ADDRESS ALL COMMUNICATIONS TO THE FIRM:

254 EAST HASTINGS STREET.

VANCOUVER, B. C.

August 26th, 1943,

EVACUATION SECTION	
AUG 26 1943	
Rec'd	
File No.	14250
Ans.	THH 27/8/43
Referred	Shear's

F. G. Shears, Esq.,
506 Royal Bank Building,
City.

Dear Mr. Shears:

Re 2306 McGill Street.,

Further to your letter wherein you accept our client's offer of \$3250.00 for the above property, we are enclosing herewith certified cheques as follows:

August 11th	\$ 340.00
August 26th.....	\$ 2910.00
	<u>\$ 3250.00</u>

Anything you can do to expedite the consummation of these negotiations will, indeed, be very much appreciated.

Very sincerely yours,

P. C. GIBBENS & CO. LTD.

PER:

L.R. Maddaford.

LRM:s

14220

24th August, 1943.

Messrs. F.S. Gibbons & Co., Ltd.,
254 East Hastings Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 143
2306 McGill Street.

This will acknowledge receipt of your letter of the 21st instant in which you advise that your client, Mrs. Tora Hawthorne, is prepared to revise her former bid and now offers to purchase the above property for the sum of \$3,250.00.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for \$3,250.00, the full amount of the purchase price on this property.

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.

We note that you wish this property to be registered in the name of Mrs. Tora Hawthorne, wife of Henry James Hawthorne, 254 East Hastings Street, Vancouver, B.C. and that she is a British subject.

Yours truly,

F. G. Shears,
Director.

21
FSG/PHE

January 27, 1948

File No. 14220

ANALYSIS OF
CLAIM

REAL PROPERTY
SECTION

Takeo ARAKAWA,
Reg. No. 02597

REAL PROPERTY:-

2306 McGill Street,
known as
Lots 1 and 2 and West half of Lot 3, Block 6,
D.L. 184, Plan 178.
Vancouver, B.C.

Catalogue #143

Takeo ARAKAWA makes Claim re this property-(Gross) \$4250.00

Sale price(Gross) \$3250.00

Appraisal

Johnson, Reeve & Watson \$3200.00

Tenders,

(a) H.A. Roberts Ltd.	520.00
(b) Chin Lin	2700.00
(c) Clayton C.H. Mann	1200.00
(d) Moore & Moore	1580.00
(e) Tora Hawthorne	3250.00
Acceptance of tender(e)	- - 3250.00

Deducted by Claimant

3058.50

Net amount as per Claim
this property -

\$1191.50

BRA

PLEASE FILE THIS AT THE BOTTOM OF THE FILE IN PLACE
OF THE 'JP' FORM

File No 14220

MEMORANDUM

Re: Takeo ARAKAWA

Registration No. 02597

We have written three times to the above requesting his registration but have received no reply from him. His property was registered by his wife whose completed 'JP' Forms are in File No. 6770.

I am, therefore, making no further effort to get his registration.

D. M. Chope.

D. M. Chope,

February 7th, 1944.

DMC/HMS

MEMORANDUM

File No. 6770

June 21, 1945.

TO: The File
FROM: Mr. G. B. SPAIN

Re: Chattels stored at Taiyiku Nippo Sha

With reference to chattels stored in the Taiyiku Nippo Sha, 213-215 E. Cordova St.

We assume no responsibility for anything stored in this building. Between the date of evacuation and the date we removed the chattels, shipments were made by Mr. IWASAKI on his visit to Vancouver and also by Mr. A. H. Young, who held the keys to this building. I have made this quite clear to Mr. Young, who agrees, and mentioned that he had written to Mr. IWASAKI disclaiming responsibility for any chattels that any or may not have been left stored in this building.

GB:JEM

W. H. Spain

Apr. 19/49.

Mr. Takes ARIKAWA called at our Office today regarding 4 boxes of books left at 215 E. Cordova St.

At our suggestion he telephoned Mr. A. H. Young, speaking to him in Japanese. At the conclusion of the conversation he stated not to bother further about the books.

W. H. Spain

14220

November 14th, 1946

The Manager,
The Royal Bank of Canada,
Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:-

Re:- Takeo ARAKAWA,
Reg. No. 02597

We are enclosing to you herewith one Dominion
of Canada Bearer Bond denomination \$500.00 numbered P5 B0079367
to be forwarded to the Royal Bank of Canada, Kelowna, B.C. for delivery
to Takeo ARAKAWA, Reg. No. 02597, of P.O. Box 989, Westbank, B.C.

We are also enclosing our cheque for 75 cents
to cover your charges for this service.

Kindly acknowledge receipt.

Yours truly,

B.R. Dusenbury
B.R. Dusenbury,
Office of the Custodian.

BRD/DD.
Enc. 1.

Received NOV 16 1946
share securities

THE ROYAL BANK OF CANADA
VANCOUVER, B.C.

W. C. Dusenbury
PRO. MANAGER

File No. 14220

-- SUMMARY --

February 6th, 1946.

-- LIABILITIES --

Takeo ARAKAWA
Reg. No. 02597

The following claims against ARAKAWA are revealed on
the file:-

1. West Coast Trading Co.	-	\$138.60 settled
2. B.C. Telephone Co.		1.47 settled
3. O. EDWDO CO.		3.20 denied

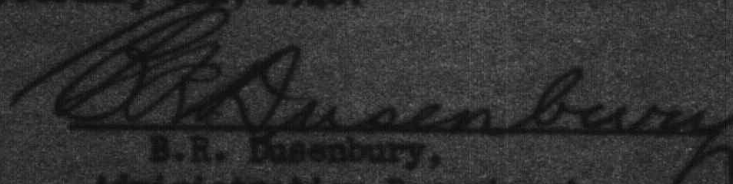
Claim #1. This was settled through Custodian's office April 5, 1945.

Claim #2. This was settled June 1942 as per receipt on file.

Claim #3. This was denied by ARAKAWA in his letter March 26, 1945,
and the Liquidator of the Company was so advised.

No other Claims against or indebtedness of ARAKAWA are
revealed on the file.

The above Summary is certified to be
in accordance with the information on file,
February 6th, 1946.


B.R. Dusenbury,
Administration Department.

C O P Y.

February 8th, 1946.

The Manager,
Royal Bank of Canada,
Hastings & Granville Sts.,
Vancouver, B.C.

Dear Sir:-

Herewith are two Dominion of Canada Bearer Bonds as follows:-

B0079365 - \$500.00 Coupons attached
B0079366 - \$500.00 " "

which please forward to Takeo ARAKAWA, Reg. No. 02597, P.O. Box 989, Westbank,
B.C.

Please advise the charges in connection with this transaction.

Yours truly,

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

BRD/DD.
Encs.2.

THE ROYAL BANK OF CANADA
VANCOUVER, B.C.
[Signature]
MANAGER

*Paid \$1 for forwarding
expense to R. B. Kroft
per chq Feb 12/46*

File 14220

P. O. Box 989
Westbank, B.C.
Jan 7th/46.

Office of Custodian,
Japanese Evacuation Section,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JAN 10 1946
File No.	14220
Att.	
Referred	Deputy

Dear Sir:-

Re File No 14220
Registration No 02597
Takes Arakawa

hold until
reply sent
and paid me
of 10/1/46

You are holding the following bonds in safe keeping
for me and I would like to have them sent to me
as soon as possible. The Dominion Canada Bonds being:

P. 5 B0079365 \$500.00

P. 5 B0079366 \$500.00

P. 5 B0079367 \$500.00

Total \$1500.00

debit
over
Jan 10/46

I have also some cash credit with you too,
and also I had store fixtures and personal belongings
left at Tairiku Nipps Sha 213 East Cordova Street, which
I presume you have disposed them. I would appreciate
very much if you will kindly send me all the money
which belongs to me together with statement.

Thanking you for your prompt attention

File 14220

Plat sent Jan 14/46
Yours very truly,
T. Arakawa

14220/6770

January 7th, 1946.

Mr. Takeo ARAKAWA,
Reg. No. 02597.
P.O. Box 989,
Westbank, B.C.

Dear Sir:-

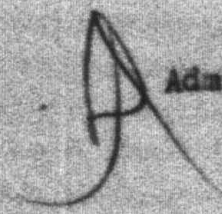
In checking your account and that of your wife, it is found that an item of \$88.98 in connection with the payment of interest on the Agreement for Sale covering lots 1 & 2, and $\frac{1}{2}$ of Lot 3, Block 6, D.L. 184 was incorrectly charged to the account of your wife in April 1943. In order to correct this on our books, we are now charging your account and crediting your wife's account with this amount; as the above described property belonged to you it follows that the charge should be against your account. This entry makes a debit balance in your account of 46.69.

Had you filed your registration form as requested by this office on several occasions it is not likely that this incorrect entry would have been made. In order to rectify this it will be necessary for you to forward \$46.69 to this office to be placed to your credit on our books, or we shall require to dispose of one of the bonds held for your account in safe keeping.

Please let us have an early reply, so that the account may be adjusted.

Yours truly,

BRD/DD.


B.R. Dusenbury,
Administration Department.

14220

August 6th, 1945.

Mr. Takeo ARAKAWA,
Registration No. 02597,
P.O. Box 989,
WESTBANK, B.C.

Dear Sir:- Re:- Dominion of Canada Bonds-
 \$1500.00

This will acknowledge receipt of your letter of the 31st ultimo in regard to the purchase of \$1500.00 in bonds on your behalf in April last.

In reply we wish to advise you that this was done and we are now holding for safe keeping in your name the following Dominion of Canada Bonds:-

P5 B0079365	-	\$500.00
P5 B0079366	-	500.00
P5 B0079367	-	500.00
		<u>\$1500.00</u>

The reason that you were not advised is because the employee who was looking after your file is not with us now and the file did not come up for attention until the receipt of your present letter.

Trusting that this will be found satisfactory and will be evidence of our holding these bonds in safe keeping in your behalf.

Yours truly,

BRD/DD.

B.R. Dusebury,
Administration Department.

14220

April 4, 1945

Mr. Takeo ARAKAWA,
Reg. No. 02597,
P. O. Box 989,
Westbank, B. C.

Dear Sir:

We are in receipt of your letter of March 26th and, as requested by you, are today paying the West Coast Trading Company Limited \$138.60.

We note that you deny the claim of O. Kondo & Company for \$3.20 and have advised the liquidators of this Company to this effect.

We received a claim against the Maple Leaf Grocery, which we understand was operated by you, from the B. C. Telephone Company for service May 1st to 5th, 1942 - \$1.25; inter exchange service - 12¢; and Long Distance Tolls - 10¢, making a total of \$2.42. If this is correct, will you kindly authorize us to pay same.

As requested, enclosed find our cheque for \$700.00, and after paying the above claim of \$138.60, this will leave a balance of \$1,528.03, and as desired by you, we will purchase for your account \$1500.00 worth of Victory Bonds of the new Loan which opens on April 23rd.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Enc.

REAL PROPERTY MEMORANDUM.

File No. 14220

Name: Takeo ARAKAWA.

Catalogue No. 143

Re: 2306 McGill Street, Vancouver.
Dwelling.

TITLES AND ENCUMBRANCES.

A. Title No. 59887 I, } 59888 I, } 66392 I.
Property: Lot 1, } Lot 2, } W $\frac{1}{2}$ of Lot 3 }
Block 6, D.L. 184, G. 1, D.N.W. Plan 178.

Name: John Richardson Clark (Now deceased).

Whereabouts: Probably E. A. Lucas, Barrister, 678 Howe St.
Solicitor for Executors of Will of J.R. Clark.
(Written for.)

B. Charges:

Registered: 1. R.P. to Arakawa, Takeo on all three titles.
2. Balance due to Estate of J.R. Clark under
R.P. mentioned. *936.83 as at Apr 10/43*

Vested: 36178

Unregistered: None evident

*As in Certified Statement by
At. Lucas, solicitor for the
Estate*

Taxes: 1943 \$109.75 net paid (2 tax notices)

Insurance: First National, #1683/D3145, \$3000. Exp. 30/8/45.

Assessed Value: Land \$1145.00

Improvements. \$2000.00

Valuation by Appraiser. \$3200.00

Amount of Bid; \$3250.00

Approved by Advisory Committee: 25/8/43.

Paid as shown in attached letter: ✓

Name of transferee as attached letter. ✓

ADMINISTRATION.

Tenancy: Monthly at \$35.00

Chattels. Yes. Apparently belong to T. Agawa, see letter of
P. C. Gibbens 18/6/42. Also R.P.A. letter of 22/6/42,
to which no reply on file.

Handwritten signature

E. A. LUCAS
BARRISTER AND SOLICITOR

Rec'd	SEP 29 1943
File No.	14220
Ans.	1
Referred	MR RUSSEN

675 HOWE STREET
AT GEORGIA
VANCOUVER, B.C.

September 28, 1943.

Custodian of Enemy Property,
675 West Hastings Street,
Vancouver, B.C.

Dear Sir:

RE: J.R. Clark Estate to Takeo Arakawa
Lots 1 & 2 of the W $\frac{1}{2}$ of 3, Bl. 6,
D.L. 184

I enclose herewith a statement made up by the executors showing the balance due on this agreement to date as \$872.58 plus \$5.00 fee for Deed equals \$877.58.

I have had the executors execute a deed with the name of the purchase left blank. I am in a position to complete this and deliver it to you together with assignment of the agreement of sale from the executors of the J.R. Clark estate to the executors of the E.E. Clark estate.

As I informed you verbally, I recently completed the registration of another piece of real estate which has gone through these two estates. The releases from both Succession Duty offices are on file. I will be glad to deliver the documents in exchange for a cheque for the above amount.

Yours truly,



E.A. LUCAS

EAL/CF
encl.

Statements of Payments - Amount paid by
T. Arakawa re 2306 McGill Street

Date	Principal	Interest	Balance of Principal
<u>1941</u>			
May 1	\$ 35.00	\$ 7.00	\$1,400.00
June 1	35.00	7.00	
July 7	35.00	7.00	
Aug. 4	35.00	7.00	Interest paid
Sept. 9	35.00	7.00	Nov. 7/41 for
Oct. 7	35.00	7.00	6 mons. \$42.00
			Bal. on Prin
			\$1,190.00
		\$ 42.00	

Nov. 7	35.00	5.95
Dec. 6	35.00	5.95

<u>1942</u>		
Jan. 7	35.00	5.95
Feb. 6	35.00	5.95
Mch. 15	35.00	5.95
Apr. 17	35.00	5.95
		\$ 35.70

May 20	33.25	5.08
June 22	16.65	
June 24	33.25	5.08
July 27	25.00	5.08
Sept. 3	25.00	5.08
	\$ 553.15	5.08
		\$30.48

May	
June	Balce. due on
July	prin. & inter.
Aug.	\$913.03
Sept.	
Oct.	

<u>Interest</u>
\$35.70
30.48
22.80
<u>\$88.98</u>

4.56 Nov.	
4.56 Dec.	Balce. due on
4.56 Jan/43	Prin. & Int.
4.56 Feb.	to March 14/43
4.56 Mch.	\$935.83
<u>\$22.80</u>	

Paid by cheque April
30/43

4.56 Apr.
4.23 May
4.24 June
4.23 July
4.24 Aug.

\$21.50

Amount due on house \$1,400.00
 Payments 553.15

Interest due to Aug. 14/43 \$ 846.85
 21.50
\$ 868.35
 Amount due principal
 interest to Sept. 14/43 \$872.58

6770

October 24th, 1942.

Mr. Takeo Arakawa,
Japanese Registration No. 02597,
P. O. Box 427,
Westbank, B. C.

Dear Sir:

We wrote you on the 6th of October regarding your property at 2306 McGill Street, explaining why it has been impossible to pay Mr. Clark this month the \$25.00 agreed upon in connection with his mortgage. In our letter we requested you to let us have some funds, say a minimum of \$60.00, to go towards payment of taxes for 1942, amounting to about \$115.00, and thus enable us to continue payments to Mr. Clark.

We regret that up to the time of writing we have heard nothing from you, and in view of the position in which Mr. Clark is placed we should have thought that at least you would have replied to our letter.

We are enclosing a stamped and addressed envelope, and look to receiving a letter from you by return certain.

Yours truly,

P. Douet,
Administration Department.

PD:BT

Enclosure.

June 24, 1942.

MEMO for file #6770

Re: ARAKAWA (Takeko) Mrs. Takeo.
2306 McGill St., Vancouver.

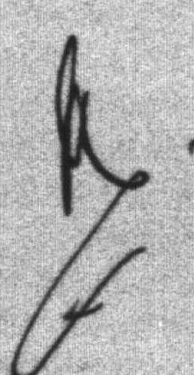
With reference to our letter dated June 22 to Mrs. Arakawa, she called in this morning and stated she was going to Greenwood, B. C. to live with relations. She has been in touch with her husband who is at Kelowna respecting the question of making some contribution towards the taxes due on their property, but advises that, at present, it is quite impossible for anything to be done.

She said that if matters improved, they would be only too glad to make some payment as they were very anxious to keep their home.

For the time being, therefore, the arrangement with Mr. Clark is the only one possible.

Mrs. Arakawa advised that she left no furniture at 2306 McGill Street, and whatever furniture she has, is being stored at 215 Cordova Street except her baby's cot which she is keeping with her at 433 Alexander Street, and will be taking it to Greenwood.

PD:MA



6770?

MEMO FOR FILE

Extract from letter of Land Registry Office,
at Vancouver, B.C. dated May 18th, 1942 to us
in answer to ours of 13th May

PROPERTY: Lots 1, 2 & W. $\frac{1}{2}$ 3, Bk. 6, D.L. 184

REGISTERED OWNER: JOHN RICHARDSON CLARK subject to
right to purchase in favour of
TAKEO ARAKAWA

CERTIFICATE OF TITLE: on file in L.R.O.

VALID UNTIL SIGNED BY
INSPECTOR OR AUTHORIZED OFFICER

DOMINION OF CANADA
SUCCESSION DUTY ACT

ED 30

SERIAL No. 155781

CONSENT TO THE TRANSFER OF PROPERTY

DATE April 9, 1943

IN THE MATTER OF THE ESTATE OF Elizabeth Edith Clark,
2856 W. 30th Ave.,
Vancouver, B.C.

WHO DIED ON Dec. 14, 19 42

TO ALL PERSONS.

WHO MAY ON CONSENT "DELIVER, ASSIGN, TRANSFER, PAY OR PERMIT THE DELIVERY, ASSIGNMENT, TRANSFER OR PAYMENT OF ANY PROPERTY" TAKE NOTICE THAT CONSENT IS HEREBY GIVEN TO THE DELIVERY, ASSIGNMENT, TRANSFER OR PAYMENT OF—

DESCRIPTION OF PROPERTY OR PAYMENT.

Lots 1, 2 and West 1/2 of 3, Block 6, D.L. 184 -- to the
Executors of the Estate.

DATE

C. Frank Elliott
COMMISSIONER OF SUCCESSION DUTIES

INSPECTOR OF SUCCESSION DUTIES AT Vancouver, B.C.
BY Robert L. [Signature]
AN AUTHORIZED OFFICER

E. A. LUCAS
BARRISTER AND SOLICITOR

478 HOWE STREET
AT GEORGIA
VANCOUVER, B.C.

October 1st, 1943.

Custodian of Enemy Property,
675 West Hastings Street,
Vancouver, B.C.

ATTENTION Mr. Russell

Dear Sir:

RE: Clark to Arakawa

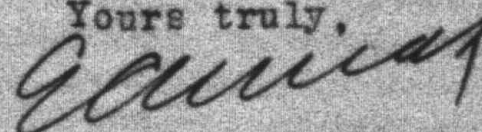
I enclose herewith the following documents:

1. Conveyance in fee.
2. Assignment of Vendor's interest.
Executors of J.R. Clark to Executors
of E.E. Clark.
3. Dominion Succession Duty consents to
transfer by both estates.
4. General release from Provincial Probate
and Succession Duty is on file in the
Land Registry Office on the application
to convey Lot 25 W 1/2 of Block 68 D.L.
2027 through the same two estates.

With the above documents, the purchaser will be
enabled to transmit the interest and register the conveyance.

Kindly hand the cheque for \$877.58 to the
bearer of this letter.

Yours truly,



E.A. LUCAS

EAL/CF
encl.

P.S. Certified copies of Letters Probate in both estates,
proof of payment of debts etc. are all on file in the
L.R.O. complete.

11216
81075.50
18026
60998
Selling 36670
36671

for file
10/2/20

Receipt of Certificate of Title No. 92114-L is by me hereby acknowledged and I agree that all adjustments and incidents in connection with the sale to me of the property covered by the said certificate have been settled. Receipt is also acknowledged of certified copy of First National Insurance Company of America policy No. 1683 D3145 with assignment thereof in quadruplicate, and our cheque for \$24.72 representing closing adjustments on sale to me of 2306 McGill Street.

Dated at Vancouver, B. C., this 6 day of Decr. 1943.

Mrs. J. J. Hamilton
and L. H. Hamilton

This Indenture

made in duplicate this 30th day of September, in the year
of our Lord one thousand nine hundred and Forty-three

Between

Insert full
name, address
and occupation
of parties

JOHN RICHARDSON CLARK of 4025 West 39th Avenue,
Vancouver, B.C., Garageman and
ANNIE MARGARET EDITH ROBERTS of 2856 West 30th
Avenue, Vancouver, B.C. Married Woman,
EXECUTORS of John Richardson hereinafter called the "Assignor"
Clark estate. of the First Part

AND

JOHN RICHARDSON CLARK of 4025 West 39th Avenue,
Vancouver, B.C., Garageman and
ANNIE MARGARET EDITH ROBERTS of 2856 West 30th
Avenue, Vancouver, B.C., Married Woman.
EXECUTORS of Elizabeth Edith Clark Estate

hereinafter called the "Assignee"
of the Second Part

AND

TAKEO ARAKAWA (Newspaper Manager) of 2306 McGill St.,
City of Vancouver, Province aforesaid.

hereinafter called the "Purchaser"
of the Third Part

Whereas, by Agreement for Sale dated the 12th day of May
A. D. 19⁴¹, and made between the above-named Assignor and the above-named Purchaser, the
said Assignor agreed to sell and convey unto the said Purchaser, who therein agreed to purchase
from the said Assignor, the lands therein and hereinafter described, for the sum of

Three Thousand (\$3,000.00) ----- Dollars
subject to the conditions and covenants in said Agreement for Sale contained:

And Whereas, there is still owing and unpaid under the said Agreement for Sale the sum of
Dollars

together with interest at the rate of _____ per cent. per annum from the
day of _____ A. D. 19____, which moneys and interest are under said Agreement for
Sale payable to the Assignor in addition to all sums payable under said Agreement.

And Whereas, the said Assignor has agreed to grant and assign the said Agreement for Sale and all
his interests therein and in the said lands, and all money still owing and unpaid under the said
Agreement for Sale unto the Assignee herein.

Lots One (1) and Two (2) and the West half of Lot Three (3)
of Block Six (6), in sub-division of District Lot No. One
Hundred and Eighty-four (184), Group One (1), New Westminster
District, according to a registered map or plan deposited in the
Land Registry Office, at the City of Vancouver, B.C. and
numbered 178.

Now, therefore, this Indenture Witnesseth, that in consideration of the premises, and of the sum of Dollars of lawful money of Canada now paid by the Assignor (the receipt whereof is hereby by him acknowledged), he the Assignor doth hereby grant, assign and set over unto the Assignee, the said Agreement for Sale together with all moneys due, owing or payable thereunder, and all the right, title, and interest of him the Assignor thereunder and therein.

And this Indenture Further Witnesseth that for the consideration aforesaid, he the Assignor, by these presents doth grant, bargain, sell, assign, transfer and set over unto the Assignee forever, all and singular that certain parcel or tract of land and premises situate, lying and being

To have and to hold the said lands and premises unto and to the use of the Assignee forever, subject to the terms, covenants and conditions contained in the said Agreement for Sale.

And the Assignor hereby covenants with the Assignee that there is now due or accruing due and unpaid under the said Agreement for Sale to the Assignor in addition to all other sums payable thereunder the sum of

together with interest thereon at _____ per cent. per annum from the _____ day of _____ A. D. 19 _____, and that he has done no act nor permitted any act to

incumber the said lands save and except as mentioned in said Agreement for Sale and has not done nor permitted any act, and has been guilty of no omission or laches whereby the said Agreement for Sale has become in part or entirely in anywise impaired or invalid, and he has not released, assigned, hypothecated or discharged the same, nor has any covenant, condition or proviso contained therein, been discharged or waived, nor any breach or non-performance thereof been waived or condoned, and that he will upon request do, perform and execute every act necessary to enforce the full performance of the covenants and other matters contained in the said Agreement for Sale and for the purpose of enforcing all rights of the Assignor in said Agreement for Sale the Assignor hereby nominates, constitutes and appoints the Assignee his true and lawful attorney irrevocable, to use the name of the Assignor in securing the enforcement of all such rights, and doth hereby authorize the Assignee to convey the said lands or the interest of the Assignor therein named, to the Purchaser or such other person, including the Assignee, as may become entitled to a conveyance thereof.

And the Assignor Doth Further covenant, promise and agree to and with the Assignee that in case of default by the Purchaser in payment of any sum or sums of money which shall become due or owing under the said Agreement for Sale that he will forthwith on demand, well and truly pay or cause to be paid, to the Assignee any sum or sums so in default.

And the Assignor Doth Further Covenant and Agree that the giving or extending of time for the payment of any sum or sums of money payable under the said Agreement for Sale or for the performance of any condition or covenant contained therein, by the Assignee to the Purchaser or any other person, shall not be a waiver or release or discharge in any way, to the Assignor, of this covenant.

And the Purchaser Doth Hereby Acknowledge having received notice of the assignment herein contained and doth acknowledge and admit that the amount owing by him under the said Agreement for Sale is as hereinbefore set out.

And the Purchaser Doth Further Covenant, Promise and Agree to and with the Assignee, that he will pay or cause to be paid to the Assignee, the said sum of money still owing and unpaid under the said Agreement for Sale on the days and times and in the manner therein set forth, and that he will keep, observe and perform all covenants, provisos and agreements therein contained.

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

And it is further agreed that the words "Assignor, Assignee, or Purchaser" wherever used in this Indenture shall include and be binding on, and enure to the benefit of not only the said parties hereto, but also on and to their respective heirs, executors, administrators, successors and assigns.

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

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature

Edward Alexander Margaret Roberts
Lucas

Street Address

678 Howe St

City or Town

Vancouver

Occupation

Baronets

J. H. Clark Jr.
Executor of the
Estate of J. A. Clark
deceased

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.

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
at
in the Province of
ACKNOWLEDGMENT OF MAKER (INCLUDING MARRIED WOMAN)
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
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
years.

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

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

PROVINCE OF BRITISH COLUMBIA
TO WIT:
I,
of
make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by
the part
thereof, 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
19
AFFIDAVIT OF WITNESS

Dated
19
TO
VENDOR'S
Assignment of Agreement
FOR SALE OF LANDS
The Wilson Stationery Co. Ltd., Vancouver, B. C.

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 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
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
years.

oath of
before me and acknowledged to me that he is the
who subscribed his name to the annexed instrument as
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

September 11th, 1943.

REAL PROPERTY MEMORANDUM

FILE NO: 14220
NAME: Takeo ARAKAWA
CATALOGUE NO: 143
RE: 2306 McGill Street, Vancouver, B. C.
Dwelling.

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Lots 1, 2 and W $\frac{1}{2}$
of Lot 3, Block 6, D.L. 184, Group
1, New Westminster District, Plan 178.

Encumbrances: 23095 M. 19/5/41 1.56. Takeo ARAKAWA
- Right to Purchase. Statement indicates
\$935.83 owing for principal & interest
as at April 10th, 1943 - this will be
paid out of proceeds of sale.

Taxes: 1943 taxes of \$109.75 paid. No arrears.

Vested: No. 36178

VALUATION BY APPRAISER: \$3200.00

AMOUNT OF BID: \$3250.00

APPROVED BY ADVISORY COMMITTEE: August 25th, 1943.

AMOUNT RECEIVED BY CUSTODIAN: \$3250.00

KWW/W

K. W. WRIGHT

E. A. LUCAS
BARRISTER AND SOLICITOR

678 HOWE STREET
AT GEORGIA
VANCOUVER, B. C.

EVACUATION SECTION	
Rec'd	APR 7 1943
File No.	677D-
Ans.	6
Referred	

April 6, 1943.

STATEMENT OF PAYMENTS

CLARK to ARAKAWA

RE: 1 & 2 and West 1/4 of Lot 3 - 6 - 134

Total amount of deferred payments	\$1400.00
By payments on account of principal	553.15
(Interest was paid to October 7th, 1941)	_____
Balance of principal due	346.85
Arrears of interest October 7th, 1941 to March 14th, 1943	<u>88.98</u>
Amount due for principal and interest at March 14th, 1943.	\$935.83

Articles of Agreement

made in the twelfth day of May in the year
of our Lord one thousand nine hundred and forty-one

BETWEEN

JOHN RICHARDSON CLARK: (retired) of 2306 McGill St.,
City of Vancouver, Province of
British Columbia.

State Full Name
Address and
Occupation

hereinafter called the "Vendor" of the one part

AND

TAKEO ARAKAWA: (Newspaper Manager) of 2306 McGill St.,
City of Vancouver, Province aforesaid.

State Full Name
Address and
Occupation

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 land, hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the City of Vancouver,

Province of British Columbia, and more particularly known and described as
Lots One (1) and Two (2) and the West half of Lot Three (3).

Description
of Property

of Block numbered Six (6),

in sub-division of District Lot No. One hundred and eighty-four (184)

Group One (1), New Westminster district, according to a registered map or
plan deposited in the Land Registry Office, at the City of Vancouver
in the said Province and numbered 178

and
Interest

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum
of -----Three Thousand-----Dollars
(\$ 3000.00) of lawful money of Canada, payable in manner and on the days and times
hereinafter mentioned, that is to say: the sum of -----Sixteen Hundred-----
Dollars (\$ 1600.00) on the execution of this Agreement (the receipt whereof is hereby
acknowledged by the Vendor), and the balance as follows: The sum of Thirty-five
dollars (\$35.00) shall become due and payable on the Fourteenth day
June, 1941, and further sums of Thirty-five dollars (\$35.00) shall
become due and payable on the Fourteenth days of each and every
month thereafter, in each and every year, until the full purchase
price herein is well and truly paid, together with interest on
deferred payments of principal sums at the rate of six per-cent
per annum, IT IS UNDERSTOOD AND AGREED by and between the parties h
herein that the aforesaid monthly payment of Thirty-five dollars is
to be the full amount of payment to be made each month and is to be
made up and include both principal and interest, said interest to
be calculated and adjusted semi-annually, the first of said interest
calculations and adjustments to be made on the Fourteenth day of
November, 1941

Interest

~~WITNESSETH that the above described premises are hereby sold to the Purchaser for the sum of Three Thousand Dollars~~
~~WITNESSETH that the above described premises are hereby sold to the Purchaser for the sum of Three Thousand Dollars~~
~~WITNESSETH that the above described premises are hereby sold to the Purchaser for the sum of Three Thousand Dollars~~

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above-mentioned period pay any portion thereof over amounts required by this Agreement or the balance of the purchase price and interest thereon to the date of such payments, unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned: AND also shall pay and discharge all taxes, rates and assessments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this year's taxes and charges from date of this Agreement: PROVIDED that should the Vendor pay the said taxes the same shall be repayable forthwith by the Purchaser, with interest at the rate of

of such payment being made by the Vendor.

AND will insure and keep insured any buildings which may be on the said land to the amount of not less than \$

with loss payable to

and in the event of the purchaser failing so to do the Vendor may effect the insurance herein provided for; and will pay the Vendor all sums of money that may be paid by the Vendor for insurance premiums in respect of such fire insurance, during the currency of this agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of

per annum from the date of each payment.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, and the surrender of this Agreement, the Vendor does COVENANT 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 the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED and DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments, from and after this date, and instalments of local improvements, taxes and assessments.

but, subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject, nevertheless, to the express agreement that time is to be considered the essence of this Agreement, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereinafter, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to repossess, re-sell and convey the said lands to any Purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at

or at such other address as the Purchaser shall from time to time specify in writing to the Vendor. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale and in the lands herein described in writing to any person whomsoever; and it is agreed that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser. AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions 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.

Title
Purchaser's
Address

Incum-
brances

Insurance

Taxes

IN THE EVENT of this Agreement being registered, and in the event of default being made in any payment, or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

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 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 VENDOR IN THE PRESENCE OF

"A. Jones"
254 Hastings St. E.,
Agent, Vancouver

"John R. Clark"

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER IN THE PRESENCE OF

"A. Jones"
254 Hastings St. E.,
Agent, Vancouver

"T. Arakawa"

For Maker

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

THE AT

T. ARAKAWA

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

APRIL 8, 19____

day of _____ 19____, at _____

Secretary
or other
Officer of a
Corporation

evidence on the
me and acknowl.
annexed Instrumen
of the
to subscribe his name
legally entitled to hold

(whose identity has been proved by the
who is) personally known to me, appeared before
of
is the person who subscribed his name to the
and affixed the seal
ument, that he was first duly authorized
rument, and that such Corporation is
s.
into set my Hand and Seal of Office,
British Columbia,
in the year of our Lord

NOTE—Where the person making the acknowledgment is a corporation, strike out the words in brackets.

the Province of British Columbia.
Affidavits within British Columbia.
Strike out the words in brackets.

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.

day of
in the Province of British Columbia, this
A.D. 19

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

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
at
in the
day of
19
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
knows the contents of the said instrument and subscribed the name 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
of
nine hundred and
in the year of our Lord one thousand

Declaration
by Attorney

Registered
No.

For
Attorney

Dated.....19

(VENDOR COPY)

J.R. CLARK

TO

T. ARAKAWA

R.C.L. FORM NO. 11

Agreement

FOR SALE OF LAND

P.C. GIBBENS & CO. LTD.

ROSE, COWAN & LATTALD, 9 LEGAL FORM PRINTERS
748 SEYMOUR STREET, VANCOUVER, B. C.

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

day of
in the Province of British Columbia, this
19

SWORN before me at
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
5. I know the said part
2. The said instrument was executed at
purposes named therein.
1. I was personally present and did see the within instrument duly signed and executed by
of the
make oath and say:
in the Province of British Columbia.
the part
thereof, for the

Declaration
of Witness

COMPANY

POLICY NO.

AMOUNT

EXPIRATION

CONTINUED

DAY

YEAR

SECRET

Transferred to your Owner - Hancock - 6/12/43				
1643				
2.3145	\$3000.00	Aug.	30	1943

2306 McGill Street, in the city
of Vancouver, B. C.

SUMMARY

-- FIRE INSURANCE--

Fire Insurance was carried on these premises at 2306 McGill Street, in the sum of \$3000.00 and was transferred to the purchaser and policy delivered to L.R. Maddaford on behalf of Mrs. T. Hawthorne as December 6, 1943.

Return Premium of \$9.00 was allowed Takeo ARAKAWA in the adjustments.

The above Summary is certified to be in accordance with the information on file, November 22nd, 1946.

B.R. Dusenbury,
Office of the Custodian.

NAME ARAKAWA, Takako (Mrs. Takao)

REGISTRATION NO. 92883

FILE NO. 6770

The following chattels were sold by public
 auction at 922 Powell St., Vancouver, B. C. on June 6, 1945.

Coffee grinder	\$ 7.50	
Meat slicer	2.00	
Dayton counter scales	13.00	
National cash register	77.00	
Shoe case	20.00	119.50
Garden tools	1.00	
Box bottles	0.25	
Wheelbarrow	3.90	

Ans 369

Total
 Less Expenses: (Auctioneer's Fee \$ 12.47
 (Advertising 2.46
 (Movings 18.30

\$ 124.65
\$ 33.23
\$ 90.82

Net Proceeds Credited:

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering List No.

Vancouver 46.

Remarks.

NAME ARMSTRONG, Takako (Mrs. Takao)

REGISTRATION NO. 05885

FILE NO. 6720

The following chattels were sold by public
auction at 952 Powell St., Vancouver, B. C. on June 20, 1945.

Hoe and spade	\$ 0.75
Lawn mower and catcher	21.00
Hose	1.00

Total		\$	
Less Expenses:	(Auctioneer's Fee) \$ 2.27	\$	22.75
	(Advertising) 1.36	\$	7.51
	(Moving) 3.98		
Net Proceeds Credited:		\$	15.24

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 47.

Remarks. *no inventory see J.P.*

NAME ARAKAWA, Takako (Mrs. Takao)

REGISTRATION NO. 05885

FILE NO. 6770

The following chattels were sold by public
auction at 1047 Seymour St., Vancouver, B. C. March 8, 1945.

✓ Occasional Chair	\$ 5.50
✓ Chest of drawers and dresser	33.00

Total		\$ 38.50
Less Expenses:		
(Auctioneer's Fee)	\$3.85	\$ 7.80
(Advertising)	0.95	
(Movings)	3.00	
Net Proceeds Credited:		\$ 30.70

Members of Custodian Staff Present. *San*
Mr. Smith

Extracted from Auctioneering List No. Vancouver 526

Remarks.

File No. 14220

— SUMMARY —

November 12th, 1946

— PERSONAL PROPERTY —

Re: Takeo ARAKAWA,
Reg. No. 02597

CHATELS: - See Chatels Schedule.

NOTE: Takeo ARAKAWA did not file any J.P. form and did not declare any chattels. However his wife Takeko ARAKAWA, File #6770 did, and later stated that they belonged to her husband. Takeo ARAKAWA transferred the proceeds of Chatels from her account to that of her husband as per transfer entry January 26th, 1946.

A letter dated June 18th, 1942 from Gibbens & Co. Ltd. states that they had been informed by Mrs. ARAKAWA that the furniture in 2306 McGill St. was not her own but belonged to a Mr. T. AGAWA who was in the employ of the Japanese Consulate here. It appears therefore, that the personal effects of the ARAKAWAS in question must have been as represented in the registration of Mrs. ARAKAWA, File No. 6770. These were taken to 213-215 East Cordova Street. In this connection see Memo (Spain) June 21, 1945, indicating that we would not assume any responsibility.

REFUND:

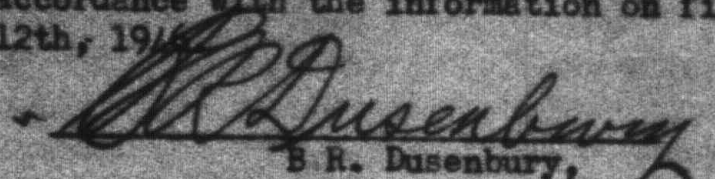
A refund of \$5.40 from the Provincial Government in respect to Income Tax is revealed by credit to Takeo ARAKAWA of like amount as Nov. 18/42.

SPECIFIED
ARTICLES:

There are no Cameras, radios, Fire Arms or Vessels revealed in the registration or the file.

No other Personal Property of Takeo ARAKAWA is revealed on the file.

The above Summary is certified to be in
accordance with the information on file, November
12th, 1946


B.R. Dusenbury,
Office of the Custodian.

September 9th, 1943.

Catalogue No. 143
File No. 14220

MEMORANDUM

TO: Mr. K.W. Wright
FROM: Mr. D.A. Cramer

Takeo ARAKAWA - Reg.No.02597
City of Vancouver
Lots 1, 2 and the West $\frac{1}{2}$ of
Lot 3, Blk.6, P.L.184, Op.1,
N.W.D., Plan 178 - Certificate
of Vesting No. 36178.

We enclose herewith the following documents in connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in Duplicate.
3. Deed in Duplicate.
4. Copy of letter showing to whom sold and price paid for property.
5. Memorandum from Administration Department confirming valuation and approval of Advisory Committee.

Certificate of Indefeasible Title Numbers 59887-I, 59888-I and 66392-I presumed in possession of E.A. Lucas, Barrister, 578 Howe St., Solicitor for Executors of Will of J.R. Clark, and has been written for.

Enc.

DAC:PB



File No. 14220
Catalogue No. 143

November 18th, 1943.

MEMORANDUM

TO: Mr. P.W. Russell

FROM: Mr. D.A. Cramer

Takao ARAKAWA
Lots 1 & 2 and the West 1/2
of Sec. 3 of R.R. 6, S.1.134,
Sp. 1, S.R.D., Plan 175.

With reference to the above property which was recorded in the Vancouver Land Registry Office, October 9th, 1943, we enclose herewith the following documents in connection therewith.

1. Copy of application number 92067-L dated October 8th, 1943, registering Letters Probate of John Richardson Clark.
2. Copy of application number 92068-L dated October 8th, 1943, registering the property from John Richardson Clark, Annie Margaret Edith Roberts as Executors of John Richardson Clark Estate to Takao Arakawa (Dead).
3. Copy of application number 92113-L dated October 9th, 1943, registering the property in the name of the Custodian (Transmission).
4. Copy of application number 92114-L dated October 9th, 1943, registering the property in the name of Yara Hawthorne (Dead).
5. Duplicate of Transmission dated September 15th, 1943.
6. Duplicate of Deed dated September 15th, 1943 - Secretary of State to Yara Hawthorne.
7. Certificate of Indefeasible Title number 92114-L dated November 18th, 1943, covering the above property in the name of Yara Hawthorne.

Arakawa

ENCLOSURE
Encls.

File No. 14220

— SUMMARY —

November 12th, 1946

— REAL ESTATE —

Reg. No. 02597

Catalogue No: 143

Japanese Name: Takeo ARAKAWA,

Civic Address: 2306 McGill Street, Vancouver, B.C.

Legal Description: Lots 1 and 2 and West half of Lot 3, Block 6, District Lot 184,
Plan 178, Vancouver, B.C.

Classification: Dwelling and Garage.

Registered in the name of: John Richardson Clark, subject to Right to Purchase by Takeo ARAKAWA registered 23095M. On payment of balance under Right to Purchase by ARAKAWA, a deed to the property from the Executors of the Estate of John Richardson Clark, deceased, was obtained and registered October 8th, 1943- registered No. 92068L, making title clear in the name of Takeo ARAKAWA.

Title: Clear as above.

Sold to: Tora Hawthorne for \$3250.00 Cash as August 27, 1943.

Title delivered to: L.R. Maddaford on behalf of T. Hawthorne December 6, 1943 *
Certificate of Title No. 92114L. Adjustments completed.

Funds released to the credit of: Takeo ARAKAWA as November 24, 1943.

Chattels: None involved.

Fire Insurance: Transferred to purchaser

Remarks: These premises were under the Agency of P.C. Gibbens & Co. Ltd. who collected and remitted rentals to the Custodian on behalf of Takeo ARAKAWA. The tenant was a Mrs. Brooke at \$35.00 per month. An undated report on the property was made by Pemberton Realty Corp'n Ltd. who recommended that Gibbens & Co. Ltd. be continued as Agents for the property. They state that there is an attractive 5 room bungalow with a sunroom on the property. A hotwater heater was necessary and one was installed at a cost of \$31.50, which amount was paid from rentals. No other expenses are shown.
No unusual attention was required in the administration of this property.

Assessed Value	1943	
Land	-	\$930.00
Improvements	-	2100.00

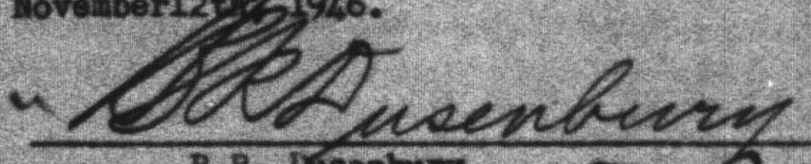
Appraisal -	\$3200.00
Sale price -	3250.00

(over)

File No. 14220 - SUMMARY - REAL ESTATE - continued

November 12th, 1946

The above Summary is certified to be
in accordance with the information on file,
November 12th, 1946.


B.R. Dusenbury,
Office of the Custodian.

Catalogue No. 143

File No. 14220

Japanese Name: Takeo ARAKAWA

Reg. No. 02597

Civic Address: 2306 McGill Street, Vancouver.

Legal Description: Lots 1, 2 and W $\frac{1}{2}$ of Lot 3, Block 6,
District Lot 184, Group 1, New West-
minster District, Plan 178.

Classification: Dwelling.

SOLD

Registered in the name of: John Richardson Clark

✓ Registered charges: 25781 H. 17/3/24. 3 P.M. Mary Baylis &
Alfred Cetti. Right to Purchase for \$3200.00. Int. 7%.
As to East half of Lot 3. (Inter alia)
23095 M. 19/5/41. 1.56. Takeo Arakawa
Right to Purchase Lts. 1, 2 & W $\frac{1}{2}$ 3 for \$3000.00. Int. 6%
(Inter alia) As to West half of Lot 3.

Balance due under R/P of \$872.58 paid to Executors of
Estate of J. R. Clark, Dec'd, on Sept. 29, 1943.

SOLD to Tora Hawthorne for \$3,250.00 Cash as at Aug. 27, 1943.

Title delivered to L.R. Maddaford of P.C. Gibbens & Co.,
agent for Mrs. Hawthorne.

1942

June 24th

Memo re chattels (Nil)

1945

April 5

Memo re Claims (Closed)

File No. 14220
Rec. No. 02597

Taken AKAHA

Date	Particulars	Debit	Credit	Balance
1942	September 1 Payments on Mortgage	\$ 83.25	\$	
September 12	Fire Insurance premium	13.50		
	Water rates	8.80		
November 18	Repairs	31.50	5.40	
	1 1/2 Wage Tax refund		35.00	
	Your remittance		245.00	
	Rents collected			
December 28	Agent's commission	12.25		
1943	March 4 Taxes 1942	116.82		
March 12	Water rates	8.80		
June 25	Land Registry Office - Certificate of Encumbrance	3.00		
June 29	Taxes 1943	109.75		
July 31	Water rates	8.80	245.00	
	Rents collected			
	Agent's commission	12.25		
August 27	Balance rents to date, nett		13.93	
	Credit re Sale of Property		2,236.02	
	Deed fee	5.00		
1945	April 7	700.00		
	West Coast Trading Co. - account paid	138.60		
May 1	Purchase of Victory Loan Bonds	1,500.00		
June 16	Storage, packing, & freight	4.49		
October 1	Coupons from Victory Bonds		14.75	
	\$2,756.81		\$2,799.10	CR \$ 42.29

File No. 14220

Takao ARAKAWA

Reg. No. 02597

Sale price of land \$3,250.00

Required to clear title

Cash Received

\$3,250.00

Payable to J. R. Clark Estate

Statement of J. R. Lucas - 28/9/43

\$872.58

Registration charges - not exceeding

11.10
883.68

Apparent credit to be derived.

883.68
\$2,366.32

*Sherrin handed to J.R. Lucas. Clerk
in exchange for deed conveyed his title
stating in order for registration.*

M. J.

2
Catalogue No. 143
File No. 14220 & 6770
2306 McGill Street, Vancouver.
1,288. $\frac{1}{2}$ L. 3/6/184/1/P.F.D./178

ADMINISTRATIVE

As of August 27, 1943.
126 days to go.

Debit purchaser

126/365 x \$109.75	taxes for 1943	\$ 37.90
126/184 x \$ 8.80	water July to Dec.	3.20
2/3 x \$ 13.50	Insurance premium	9.00
	Ex. 30/8/45	
Registration fees on deed. \$3,250.00		11.00

Total debits

\$ 61.10

Credit purchaser

Proportion rents for month ending 15/9 - 18/31 x \$33.25	\$ 19.32
Rents collected for months of 15/10	33.25
15/11	33.25

Total credits

\$ 85.82

Less Total debits

61.10

Net credit due to purchaser

\$ 24.72

STATEMENT RE SALE OF:

Name: ARAKAWA, Takeo

Catalogue No: 143

File No: 14220

Street Address: 2306 McGill Street,
Vancouver, B.C.

Reg. No. 02597

Legal Description: 1,2, W₂ 3/6/184

Date of Sale and Adjustments Aug. 27/43

Sale Price \$3250.00

Real Estate Agents Commission \$162.50

Charge for Valuation 7.50

Charge for Advertising 4.00

Land Registry Office Transmission Fee 17.50

Encumbrances:
Unpaid Vendor 872.58

~~Mortgage~~

~~Arrears of Taxes~~

~~Other charges~~

Adjustments:
Fire Insurance 9.00
Taxes 37.90
Water 3.20

1064.08 \$3300.10

Net Proceeds credited to your account 2236.02
as at Aug. 27th, 1943.

Date: December 6th, 1945.

Compiled by: Mr. George Peters.

RP

Takao ARAKAWA

File No. 14220

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1946				
January 7-	Balance as per statement sent	46.69	DR. \$	46.69
January 20	Proceeds Sale of Chattels		136.76	
February 12-	Postage & Insurance on bonds	1.57		
April 5	Interest on bonds		7.50	
October 2	Interest on bonds		7.50	
		<u>\$ 48.26</u>	<u>\$151.76</u>	
				CR. <u>\$103.50</u>
1946 Nov. 14-	Cheque to Bank charge forwarding Bond	.75		
" "	Cheque to you	102.75		
		<u>\$ 151.76</u>	<u>151.76</u>	NIL
1948 January -	Balance	-	-	NIL

File No. 14220
Reg. No. 02597

TAKAO ANAKAWA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945 October 1	Balance as per statement sent		\$ 42.29	
1946 January 7	Transfer of interest on Agreement for Sale - Estate of J. R. Clark April 30, 1943	\$ 68.98		
		<u>\$ 68.98</u>	<u>\$ 42.29</u>	

DEBIT \$ 46.69

Name of Claimant **ARAKAWA, Yukio**Case **130**Custodian File **14229**

<u>REAL PROPERTY</u>									
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	
12.50 10.00	162.50								175.00
	12.50								
<u>PERSONAL PROPERTY</u>									
Motor Vehicles		Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column		
<u>NETS</u>									
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>									
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price		
362.	119.50	35.85							35.85
TOTAL RECOMMENDATION									210.85

14220

November 3rd, 1950.

Mr. Takeo ARAKAWA,
3626 West 16th Ave.,
Vancouver, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 150

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 ... \$210.65.

Cheque in your favour is enclosed for \$198.65 and we have paid the Co-Operative Committee .. \$ 12.20 for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.

DEFENCE BRIEF

TAKEO ARAKAWA

File No. 14220

Case No. 150A

REAL PROPERTY CLAIM

1. <u>Real Property Claim</u>	<u>Appraised at</u>	<u>Sold for</u>
\$4250.00	\$3200.00	\$3250.00

Witness-Johnson, Reeve, Watson, Appraisers. ✓
Transcript Pages 3, 6 and 7.
Exhibit 1.
Sold for fair market value.

PERSONAL PROPERTY CLAIM

2. <u>Chattel Claim</u>		<u>Sale Price</u>
\$369.00	(a) all sold for	\$119.50

Witnesses-Thompson and Binnington, Auctioneers.
W. G. Willard, Auctioneers.
Mr. F. G. Shears re advertising for sale.
W. Wills and D. Smith re attendance. ✓
Exhibits 2 and 3. Transcripts Pages 5 & 6.
Sold for fair market value. Transcript
Page 6.

RWN/CH

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 22.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

10

Vancouver, B. C.,

February 17th, 1940.

IN THE MATTER OF THE CLAIM OF
YASUO ARAKAWA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.V.G. HUNTER, Esq.,

appearing for the
Dominion Government.

R.J. McMASTER, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

R.J. HANFORD, Esq.,

Official Interpreter.

T.P. HENDERSON, Esq.,

Official Reporter.

20

2
T. Adams,
In Chief.

THE CLAIMANT, the claimant herein, being
first duly sworn, testified as follows:

EXHIBIT EXAMINATION BY MR. MCMASTER:

Q Witness, did you sign this claim form and did you
swear the declaration appearing thereon?

A Yes, I did.

Q Did you instruct Mr. Leckie to prepare the statement
with regard to your claim for your real property?

A Yes, I did.

10 Q And is this the statement?

A Yes, sir.

Q Would you be good enough to sign it?

A Yes.

Q Are the contents of that statement true, to the best
of your knowledge and recollection?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. MCMASTER: My lord, this is a house premises at
306 McGill Street, Vancouver, bungalow style and
garage. The property is situate out in the
20 residential area near Hastings Park way with a
view of Burrard Inlet. The claimant states he
purchased the property on May 12th, 1941, for
\$3000.00, and subsequent thereto he built a bedroom
in the basement which cost approximately \$150.00
and did certain other repairs and improvements,
including the improving of the garden. He states
that the property was in A-1 condition when he
left the premises.

30 THE COMMISSIONER: What part of 1941 was it bought?

3
T. Arakawa,
In Chief.

10 MR. McMASTER: My lord, my lord, he states. Then
he states with regard to the appraiser's report,
"In my opinion the appraisal is too low. Before I
bought in 1941 I took down a friend of mine,
Mr. Hincham, to inspect the property. He had been
in the real estate business in Vancouver for many
years. He advised me that in his opinion the
house alone was worth more than \$3000.00 and the
land at least a thousand dollars. The insurance on
the building was for \$3000.00." I might say, my
lord, that unfortunately Mr. Hincham is now
deceased. Then he comments that Mr. Clarke, from
whom he bought the property, informed him that the
hot water system had cost him \$700.00. Then he
states the basis of his estimate of value.

THE COMMISSIONER: When was the sale by the Custodian?

MR. McMASTER: August 27th, 1945.

THE COMMISSIONER: At what price?

MR. McMASTER: \$5,250.00.

20 MR. McMASTER: Perhaps my friend will admit it was
rented for \$35.00 a month unfurnished. I believe
that was taken from your file.

MR. McMASTER: Yes, \$35.00 a month.

MR. McMASTER: And that the assessed values were land,
\$950.00, buildings \$2100.00.

MR. McMASTER: Land, \$950.00; improvements, \$2100.00.

MR. McMASTER: Thank you. My lord, with respect to the
chattel claim which appears on the back of the claim
form, we are instructed to amend it by abandoning
30 the items after item No. 5; that is items numbered

T. Arakawa,
In Chief.

6, 7, 8, 9 and 10.

THE COMMISSIONER: Abandoned?

MR. McMASTER: Yes, my lord. That will make the claim
for \$369.00 less \$119.50 obtained by the Custodian
for those first items, or \$249.50 net.

THE COMMISSIONER: \$369.00 is the total?

MR. McMASTER: Right, less \$119.50.

THE COMMISSIONER: You have previously credited \$136.76?

MR. McMASTER: That is correct, my lord. Some of those
10 items that were crossed off were within that.

Q Witness, did you instruct Mr. Leckie to prepare
this statement with regard to your personal
chattels?

A: Yes.

Q Would you sign it, please? Are the statements
therein contained true to the best of your knowledge
and recollection?

A: Yes.

MR. McMASTER: I will file that as the next exhibit, my
lord.

(STATEMENT MARKED EXHIBIT NO. 2).

20 Q Witness, did you operate a store prior to your
evacuation?

A: Yes.

Q Where was it operated?

A: 2177

Dundas Street.

Q And the chattels with respect to which you are
claiming, are the equipment which was in that
store at the time of your evacuation?

A Yes, but I moved it to 213 East Cordova Street.

Q You stored it there but you had been using it
in your store business?

30 A Yes.

5
T. Archibald,
In Chief.

10
MR. McLESTER: My lord, I drew attention to the last exhibit which refers to certain store equipment which he says he purchased with the store in 1934. It was about 3 years old when he bought it, and he places certain values on it. He points out when he bought the store in 1934, he paid in all the sum of \$1350.00. "I do not remember the exact figure in this price I paid for the above articles, however I do remember that it was between \$500.00 and \$600.00. The above articles were stored at 215 East Cordova Street, Vancouver, until taken over by the Custodian and sold at auction." Then at the bottom he says, "Before fixing values, as above, on these articles, I secured a letter dated November 10th, 1947, from Percy Harding & Sons, Dealers, Westbank, B. C., in which they furnished me with the 1944 catalogue list price for the above articles, that is the new article prices. In fixing my values I have
20 taken this into consideration, also the price I paid for the articles at the time I bought them with the store, and have deducted amounts for depreciation".

My lord, if my friend would like me to produce that letter from Percy Harding & Sons, I am prepared to do so. I don't know whether he wishes it filed or not.

MR. BRYCE: Not unless my friend is prepared to identify the articles as the identical articles.

30 These articles at the time of sale were ten years

6
F. Amikawa,
In Chief.
Cross-Exam.

old. It is very dubious in my mind whether they were the same articles, as most manufacturers change their models.

THE COMMISSIONER: It is highly improbable.

MR. McMASTER: I rely on his statement then, my Lord.

MR. HUNTER: We have checked the analysis to show the actual items claimed for and the prices obtained, my Lord. I will file that.

(CLAYTON ANALYSIS MARKED EXHIBIT NO. 3).

10 THE COMMISSIONER: Now about your defense?

MR. HUNTER: The defense, my Lord, is these items were sold for their fair market value.

THE COMMISSIONER: That relates to both land and chattels?

MR. HUNTER: I am talking, first of all, of the chattels, and the defense is exactly the same with regard to real property, that it was sold for its fair market value.

20 If your Lordship will refer to the analysis of personal property claim, it will be seen that the items claimed for were all sold, that the only one which comes close to the price claimed is the cash register which was sold for \$77.00, and they claim \$99.00. The showcase, they received \$20.00 for, and it is claimed for at \$60.00.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Amikawa, this was a frame house, this house of yours? A: Yes.

Q And how old was it? A: I have no idea.

Q Would you say it was more than thirty years?

30 A I don't think so.

Q Would you deny it is over thirty years?

A No, I don't think it is more than thirty.

Q You just don't know? A: No.

THE COMMISSIONER: The witness said he does not think it is more than 30.

MR. BUTLER: Q: You just don't know the age, though, do you? A: No.

Q It had what -- five floors in it?

A It was a five floor.

10 Q What type of architecture was it? A centre plant?

A I beg your pardon?

Q What type of architecture was it, or design?

As you walked into the front door, where did you go?

A In the front door through to the kitchen way, too.

Q There was a corridor or passage? I guess we better get that from the appraisers. That is all.

MR. McMASTER: I would ask my friend to produce any appraisal he had made on the store equipment.

20 There is no re-examination, my lord.

MR. BUTLER: There would be no appraisal of that equipment, my lord. Where we had an appraisal, we sold it by tender, but this was sold at auction.

MR. McMASTER: That is all, my lord.

THE COMMISSIONER: Thank you, Mr. Arakawa.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DUE)

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

J. P. Horrabin
"J. P. HORRABIN"
Official Reporter.