

<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		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
4200.00										1500.00
2150.00	316.50									341.50
	25.00									
<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 CHATELS</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			
85.00	19.00		22.35		25x					
		5.70		115.00	25.25				30.95	
TOTAL RECOMMENDATION									1872.45	

CASE NO: 8 37.

JAPANESE PROPERTY CLAIMS COMMISSION

Winnipeg, Manitoba,

April 14th, 1948.

IN THE MATTER OF THE CLAIM OF

mitsuo Yagi.

PROCEEDINGS AT HEARING.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

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Winnipeg, Manitoba,

April 14th, 1948.

IN THE MATTER OF THE CLAIM OF
MITSUO YAGI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the
 Dominion Government.

S.M. CHERNIACK, Esq., appearing for the
 Claimant.

A. WATSON, Esq., Secretary.

D.J. HANDFORD, Esq., Official Interpreter (acting
 as check Interpreter).

K. HANADA, Esq., Interpreter.

H.M. LANGFIELD, Esq., Official Reporter.

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MR. CHERNIACK: May I proceed with Case No. 41 on the list.

THE SECRETARY: Case No. 837, Mitsuo Yagi.

MITSUO YAGI, the claimant herein, being first duly sworn, testified as follows:

MR. CHERNIACK: I ask leave to amend, my lord. I would like to amend, parcel 1 to read a total of \$10,000.00, and parcel 2, \$4000.00.

10 THE COMMISSIONER: That is increasing parcel 1?

MR. CHERNIACK: No, the original claim of parcel 1 and parcel 2, land and buildings separate.

THE COMMISSIONER: And parcel 2.

MR. CHERNIACK: \$4000.00. The sale price, parcel 1 at \$4200.00, and parcel 2, \$2150.00, making a gross total purchase price of \$6350.00. The loss is \$7,650.00.

THE COMMISSIONER: Yes.

MR. CHERNIACK: And then the personal property, my lord,
20 -- value is \$198.00.

THE COMMISSIONER: \$338. to \$198.?

MR. CHERNIACK: Yes, \$198.00.

THE COMMISSIONER: Yes.

MR. CHERNIACK: And sold for \$19.00.

THE COMMISSIONER: Yes.

MR. CHERNIACK: Loss \$179.00.

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Yagi, I show you two typewritten statements.
30 Were these prepared in accordance with your

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instructions? A: Yes.

Q Is this your signature on both?

A Yes.

Q You swear the contents to be true to the best of your knowledge and recollection?

A Yes.

MR. CHERNIACK: Filed as Exhibits 1 and 2, my lord; these are the real estate statements on each parcel.

THE COMMISSIONER: Yes.

10 (STATEMENTS MARKED EXHIBITS NOS. 1 and 2
RESPECTIVELY.)

MR. CHERNIACK: On behalf of my learned friend, my lord, I am filing two valuations, one for each property. Would you care to show which is each parcel? West 4th Avenue is parcel 1.

MR. HUNTER: Yes, we are showing West 4th as parcel 1.

MR. CHERNIACK: Do you file them as one exhibit or two exhibits?

THE SECRETARY: Yes, one exhibit.

THE COMMISSIONER: Are these appraisals in reference to
20 one or both parcels?

MR. CHERNIACK: Yes, in reference to two.

THE COMMISSIONER: Make them 2 then. Two exhibits.

MR. HUNTER: Is the J.R. Reid Company parcel 1?

THE SECRETARY: And Johnson & Reeve, parcel 2.

MR. CHERNIACK: Yes, the J.R. Reid one would be parcel 1, and Johnson & Reeve, parcel 2.

THE COMMISSIONER: Yes, these will be 3, and this one 4.

THE SECRETARY: Thank you.

(APPRAISAL MARKED EXHIBIT NO. 3).

30 (APPRAISAL MARKED EXHIBIT NO. 4).

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MR. CHERNIACK: My lord, if I might just read from the Exhibits 1 and 2. Turning first to Exhibit 1, the claimant sets out that these premises consist of two rooming houses converted to suites. They are both on the same lot, one rooming house is a two-storey house with 24 rooms, and the other consists of a house of 30 rooms, 2½ storeys in height. The building is a frame construction on cement blocks, shingle roofs, exterior siding, interior paper on shiplap, fir floor which is linoleum covered. The use of the premises, rental of suites, the size of the lot, triangular lot with 140 feet on 4th Avenue and 100 feet in depth. As to the details of his ownership, he purchased it -- it was purchased by his grandfather about 1930, he says, and it was given to him in 1940, and he believes that the price was about \$4000.00. Now as to improvements, my lord. I might premise this by saying -- well, your Lordship knows the district.

20 THE COMMISSIONER: Yes. Is this West 4th Avenue?

MR. CHERNIACK: Yes, I understand it is just east of Cambie, is that correct, witness?

THE WITNESS: Yes.

THE COMMISSIONER: Yes, I know the district.

MR. CHERNIACK: Under the improvements he states that his grandfather and he used to spend six months per year for eight or nine years repairing and improving the building. They put a new siding on the exteriors in 1937 and a new shingle roof in 1936. An additional room was built on the big house

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in 1935, and might I say, my lord, that where I am speaking in the plural it applies to both buildings. They raised the foundations about 1932. They raised the roofs of both houses, replaced six toilets, new, and 20 sinks, and renewed the plumbing throughout. Estimated cost of material was \$3000.00, and the estimated cost of his grandfather's and his own labour, he places at over \$6000.00. It is stated as comments, as stated he spent six months a year on the premises to keep them in as good state of repair as possible. The comments in this connection, my lord, are: "This property is located among residence and heavy industry factories, and the land in this area is in great demand." The appraiser, on Exhibit 3, makes the statement that there are many vacant lots in the area. The claimant says he doesn't remember a number of vacant lots in the neighbourhood. The claimant in his comments continues, "In view of the major repairs done by us as above described, the upkeep was not too heavy considering the fact that there was never any difficulty in renting the suites." He further states, "I consider this as very good revenue bearing property especially for a man who can do the odd repairs himself and pay attention to it. In addition to the above improvements, my tenant spent \$1500.00 on improvements of which amount about half was paid by me and the balance was made up by way of cheap rent. I consider the appraisal and sale price much too low and although I am not a real estate expert, I believe that the fair market value at date of sale was \$10,000.00 at

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least," In this connection, my lord, a perusal of the Custodian's file indicates that the claimant or his wife rented these premises to a tenant for \$60.00 a month, and that subsequently the tenant gave up the lease and it was rented by the Custodian. May I ask for production of that lease? I think that is with Peter Hem. It is not in your file, the one I saw. My lord, may I file the lease produced from my learned friend's file, It is a lease with the date pencilled in here, the first of March, 1943. The 1943 part of it is in type, but the 1st of March is pencilled in. Entered into between the Secretary of State as Custodian, and Peter Hem and might I draw your Lordship's attention to the fact that this was a lease commencing on March 1st, 1943, for the round sum of \$1440.00, payable \$60.00 per month from which will be deducted an allowance of \$20.00 per month for repairs and alterations required by the City of Vancouver.

20 THE COMMISSIONER: What is the tenant's name?

MR. CHERNIACK: Peter Hem, H-e-m, is that right?

MR. HUNTER: Yes.

MR. CHERNIACK: It is then stated in the lease that this rent for two years shall be payable on the following days and times, "The first day of each month in 24 consecutive installments of \$60.00 each from which will be deducted an allowance of \$20.00 a month for repairs and alterations required by the City of Vancouver." And then it goes on to say, "The lessee further agrees to present receipts

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to the lessor amounting to not less than the sum of \$480.00 for such repairs and alterations." This is to make up the \$20.00 which is the rebate. There is a further typewritten clause, my lord, "And the lessee having inspected the building and knowing the state of repair hereby agrees to make all present and future repairs and alterations including the decorating at his own expense." And, "The lessee further agrees to present receipts to the lessor amounting to not less than the sum of \$480.00 for repair expenditures made".

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THE COMMISSIONER: Did I understand you to say the claimant himself let the property to some person who had vacated?

MR. CHERNIACK: Yes, my lord, I think my learned friend confirms it at \$60.00 a month, and after the City of Vancouver required certain repairs to be done, the tenant indicated that she was unable to have them done and asked to be released . And this lease was then entered into. That is correct, I believe.

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MR. HUNTER: That is right, she did not have the money to do it, my lord.

THE COMMISSIONER: Yes.

MR. CHERNIACK: There is this further typewritten clause in the lease: "Lessee hereby agrees to comply promptly at his own expense with all laws, ordinances, regulations, requirements and recommendations of any and all civic, municipal and other authorities, and all notices in pursuance of same whether served upon the lessor or the lessee and will indemnify and

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save harmless the lessor from and against all and all manner of actions or causes of action, damages and etc." "Cost of expenses which he may sustain incur or be put to by reason of any neglect of same or non-compliance therewith or by reason of any defect, deficiency, disrepair, depreciation, damage or change in or to the premises . . . " .

I will file this as an exhibit, my lord.

(LEASE MARKED EXHIBIT NO. 5).

- 10 MR. CHERNIACK: May I also ask my learned friend to produce a letter of July 6th, 1943, from Mr. Campbell acting on behalf of the tenant. Thank you. This is a lengthy letter, my lord, but I would just like to refer to a few excerpts.

THE COMMISSIONER: Give me the date of it, please.

MR. CHERNIACK: Dated July 6th, 1943, from Harold D. Campbell, chartered accountant of Vancouver, who refers to the fact that he represents the tenant, Peter Hem.

- 20 THE COMMISSIONER: That is from Campbell? To the Custodian?

MR. CHERNIACK: Pardon me, my lord, that is from Campbell to the Custodian, yes, my lord. There are just a few excerpts.

THE COMMISSIONER: Yes.

MR. CHERNIACK: At the top of page 2 of this letter, Mr. Campbell, representing the tenant, Peter Hem, states, "A check of the rent roll showed the gross rentals being in the neighbourhood of \$140.00 averaging \$6. to \$7. per suite. These rentals were
30 ridiculously low, for instance there was one five-

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room suite which rented for \$8.00 per month. The gross rentals at that time would not even begin to cover the operating costs if the required improvements and service were provided based on the rental of \$60.00 per month."

THE COMMISSIONER: At what stage is he speaking? Is that during the period of the tenancy of the Custodian's tenant? or of the claimant's tenant?

10 MR. CHERNIACK: I would say it is prior to the repairs, so it would be just at the time approximately of the negotiations.

THE COMMISSIONER: That would apply to the period when the claimant's tenant was still in possession, not during Hem's tenancy.

20 MR. CHERNIACK: I think that that would be correct, sir. The letter then goes on to say, "On being assured by Mr. Maguire of the Rental Control Board, that under the particular circumstances it would be in order to apply for specific increased rentals to become effective on completion of certain improvements in service and alterations, application of that nature came before Judge Harper on March 4th and was approved." The letter does not state what the gross profit rentals were. He goes on further to say, my lord, "ATTACHED hereto is a statement of the work contracted for and effected in amount of \$1516.80. The original estimate for this work was approximately \$1000.00." But then he explains why the expenditure was higher. Now quoting from the
30 middle of page 3, my lord, "While frankly admitting

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that that is Mr. Hem's business and strictly speaking no concern of your office, the writer does feel that the actual cost of the repairs to the foundations of the building itself and to the roof should be absorbed by the owner of the building in part compensation for the very considerable increase in value of the property resulting from Mr. Hem's efforts." I will file this letter, my lord.

10 THE COMMISSIONER: It doesn't appear from the letter as to what was done by the Custodian in consequence.

MR. CHERNIACK: I will come to that.

THE COMMISSIONER: Yes.

(LETTER MARKED EXHIBIT NO. 6).

20 MR. CHERNIACK: Have you a letter from Campbell of July 23rd? My lord, I do not recall whether there is an actual letter on file which indicates what the Custodian did, but it is quite clear from the file what he did. The Custodian extended the term of the lease for an additional six months at this rental of \$60.00 with the \$20.00 refund, and waived two months' rent which from the file would appear to me to indicate that they waived \$60.00 per month, and that is something that is not clear from the file and possibly my learned friend will be able to say whether it was \$60.00 a month or \$40.00 a month for those two months. The letter from Mr. H.D. Campbell which I would like to file now is dated July 23rd, 1943, and the first paragraph, my lord, states, "I wish to acknowledge with thanks your letter of the 21st
30 of July. The decision which you have made appears

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to the writer to be a very fair one and on behalf of my client I wish to extend his thanks for your consideration of his request to which he had no legal claim whatsoever under the terms of the agreement." I tender this as Exhibit 7, my lord.

(LETTER MARKED EXHIBIT NO. 7).

I file these letters and read a portion of them into the record in order to verify the claimant's statement where he states, "My tenant spent \$1500.00

10 on improvements to this property of which amount about half was claimed by me." Actually half was paid by him, and the balance was made up by way of cheap rent. Because of the expenditure to which he contributed, the tenant was able to get permission for larger rental from the Wartime Prices.

THE COMMISSIONER: Well I presume there was a ceiling insofar as the rental of the building was concerned also?

MR. CHERNIACK: Although that is true I would say that in
20 all probability, and this is conjecture, the Custodian could have applied for the increase on the increased rents of the tenant. I don't argue he should have done.

THE COMMISSIONER: I appreciate your point.

MR. CHERNIACK: Coming on then now to parcel 2, and this is one rooming house of 16 rooms and the other one of 8 rooms. It was made into three suites, the eight roomed house. This property were frame houses on cement blocks with shingle roofs, exterior siding with V-joint and papered or painted, fir
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floors. And this property was purchased by the claimant's grandmother many years ago and given to him in 1940 so he doesn't know the cost price of same. As to the improvements the foundation had been raised, shingles replaced on roofs, partitioned rooms and changed plumbing. His comment, my lord, is that he agrees that the large building was in a poor state of repair but it could have been put in good state of repair without too much expenditure." 10
As a matter of fact this had been boarded up, I believe a few months after the claimant was evacuated.

THE COMMISSIONER: Yes.

MR. CHERNIACK: It could have been put in a good state of repair without too much expenditure. The small house was in fairly good condition. The lot is completed surrounded by factories and it was in great demand for industrial purposes and the claimant states, "I rejected a number of offers for same. I am not a real estate expert but I believe that 20
the valuation and sale price were too low and that the fair market value at date of sale was at least \$4000.00." This property was finally purchased by the Dominion Construction Company who apparently are the only ones who ever tendered for it. My learned friend will no doubt give the number of tenders made before the sale was consummated. If I may go back for a moment to parcel 1.

THE COMMISSIONER: Yes.

MR. CHERNIACK: In this case also there was apparently 30
only one man who made variously increasing offers,

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and I am not clear on one detail in this connection, his name is Arthur Rahn, and he is referred to as the tenant of this property. Now I don't know that it has any bearing but I can't understand from the Custodian's file as to what happened between Peter Hem and Arthur Rahn. Anyway, the property appears to have been sold to --

THE COMMISSIONER: Well is that parcel 1 or parcel 2?

MR. CHERNIACK: Oh, I am sorry, the Dominion Construction
10 was the one who purchased parcel 2.

MR. HUNTER: I wonder if my learned friend could tell me where he gets the impression this purchaser was the tenant. That is something I wasn't aware of.

MR. CHERNIACK: I have answered my learned friend, my lord.

Q Witness, I show you a statement relating to personal chattels. Was this prepared in accordance with your instructions? A: Yes.

Q Is that your signature? A: Yes.

20 Q You swear the contents to be true to the best of your knowledge, information and recollection?

A Yes.

THE COMMISSIONER: What number is that?

THE SECRETARY: No. 8, my lord.

MR. CHERNIACK: Personal chattels, Exhibit No. 8.

(STATEMENT MARKED EXHIBIT NO. 8).

MR. CHERNIACK: I am just looking for a detail, my lord, but my learned friend can go ahead and I can bring this up later.

30 MR. HUNTER: It is submitted, my lord, that both pieces

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of real property were sold for their fair market values. It is submitted that the personal property sold was sold for its fair market value. It is submitted that the claims made for personal property not sold are exorbitant. Parcel marked 1, my lord, was assessed: Land, \$2100.00, improvements, \$3300.00, total \$5400.00. Taxes, \$189.00.

THE COMMISSIONER: May I have the improvements again?

MR. HUNTER: \$3300.00, my lord.

10 THE COMMISSIONER: Total, 54--

MR. HUNTER: Yes, my lord. Parcel 2 is assessed, land \$1485.00, improvements \$1100.00, total \$2,585.00. Taxes \$105.98.

THE COMMISSIONER: Those are 1942, or '43 figures?

MR. HUNTER: I have not checked, my lord. It doesn't say there. But it probably is '43. Yes, it is '43, my lord. I think possibly if we could deal with the sequence off parcel 1 to start with, my lord.

20 THE COMMISSIONER: Very well.

MR. HUNTER: Q: I show you a photograph: What is that a photograph of? A:

THE INTERPRETER: A: His house on 4th Avenue.

MR. HUNTER: I tender that, my lord.

(PHOTOGRAPH MARKED EXHIBIT NO. 9).

THE COMMISSIONER: That is parcel 1, is it?

MR. CHERNIACK: There is only one house, isn't there?

MR. HUNTER: Well perhaps we had better get that straight.

Q Now, witness, the main buildings shown in this picture, which building is that?

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A This is the other building.

Q And the building shown to the right of it is the other building? A: This is the other building, (indicating).

Q Yes, that is the main building, that is the big building in the picture, and the one to the right of it is the building that belonged to you?

A Yes.

10 Q The history of this property has already been stated by my learned friend, so rather than show all the correspondence which only bears out what he stated, that the original tenant, not being able to pay the cost of the repairs, was forced to give notice, I thought what I would put in for information are the letters from the City and of course we will call those people if they are still with the city to identify the letters and be available for any cross-examination, if necessary.

THE COMMISSIONER: Do you propose to put them in?

20 MR. HUNTER: Yes, my lord, I think they have a bearing on value, my lord.

THE COMMISSIONER: All right, I can see that they might have. Have you any objection?

MR. CHERNIACK: I am just thinking. I wonder whether the Custodian has some letters from the same men to show that after they were done (the repairs), to show they were satisfactory.

30 THE COMMISSIONER: Well it would be most unusual that they would. They generally create a great fuss and once it is done they withdraw their objection,

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that's all.

MR. CHERNIACK: Yes, I just wondered.

THE COMMISSIONER: I have no doubt Mr. Hunter will put in all the correspondence he has on the subject whether he thinks it is favourable or otherwise.

MR. HUNTER: Thank you, my lord. I am sorry, but we haven't the congratulatory letters from the city. The one that really has any significance is from the Building Department of Vancouver, dated the 9th of February, 1943. It is a letter from Mr. Haggart to Mr. R.C. Messenger, and it states,

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"Re: 315-25 West 4th Avenue: With reference to your inquiry re the above, the buildings appear to be in fairly good condition. As there is only one stairway from the upper floor in the case of 315, it will be necessary to provide another stairway and exit doors made to open outwards. In the case of 325, another exit to be provided from the second floor and exit doors made to open outwards. The number of sanitary facilities would depend on the number of family units proposed to be placed in the building and I understand the Health Department has been in touch with you in this regard." I will put this in. I will put all these letters in as one exhibit, my lord.

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(GROUP OF LETTERS MARKED EXHIBIT NO. 10).

MR. HUNTER: And then a letter, dated March 12th, 1943, re the same premises, to the tenant from the City Electrician: "Further to your letter of March 2nd, 1943, informing us that you had asked Messrs.

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Ker & Ker Limited to attend to the matter of having the defective electrical wiring in the above building attended to. To date this Department has not received any application for a permit to have this wiring remedied. This matter has now been in abeyance since November 30th, 1942. I would ask that you inform me what you propose to do in this matter.

Thanking you for your co-operation and immediate attention. Yours truly, T. Martin, City Electrician."

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When I said it was addressed to the claimant, I should have made it clear that it was c/o the Custodian, my lord. This is another similar letter to the same man of April 29th, 1943, in which he calls attention to the fact that no wiring has yet been done and no contract let. May I have Exhibit No. 6, Mr. Watson. I don't see any correspondence, my lord, from the Health Department. Although, as my learned friend has stated, it is fairly clear from the correspondence what did happen. They had a joint inspection and it must have been installed. Was that so?

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MR. CHERNIACK: I don't know.

MR. HUNTER: And it was on that that this tenant agreed to take the reduction of \$20.00 a month. It ran into considerably more money as different things appeared. They had installed the plumbing which they had not known about beforehand, and in Exhibit 6 it brings that out quite clearly. He says, "The main reason for the cost of the work running so considerably over the estimated amount is the

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condition that was found to exist with regard to the main underpinning of the property itself. This was not exposed at the time of the inspection and was only found on putting in the new floors and laying the cement foundation for showers. A certain part of the main timbers had entirely rotted away and it was entirely impractical and to some extent impossible to install the plumbing fixtures without replacing certain heavy beams and supports. The cost of the labour involved in this item ran to \$93.50 and \$31.00 for material. The above amounts do not include the extra expense involved in the alteration of original plans necessitated by the uncovering of the rotted condition of the property itself.

"The roof of the building known as 315 West 4th Avenue was apparently leaking and in a bad state of repair which because of the terrible condition of the papering and decorating, was unnoticed originally. It was only after the ceilings and walls of the top floor of the building had been decorated that it was found to be leaking and had to be repaired at a cost of \$40.00. This also entailed the re-decorating of the ceiling and certain walls of two suites".

My lord, to give the new tenant what was a fair and reasonable profit for his money, a lease was arranged and an allowance made to Mr. Hem from the previous rental charged for the building of \$20.00 a month on account of repairs and in addition two months' rent was allowed to the claimant.

Two months rent was dropped. That would be the sum of \$80.00 as \$20.00 had already been remitted towards repair. My learned friend does not agree with that. However, I still submit, my lord, that is what happened. My learned friend thinks that \$120.00 was remitted but \$20.00 was already remitted on account of repairs, that is my submission. As far as Parcel 2 is concerned, I will have a photograph identified first.

Q Witness, tell us what this photograph is of?

10 A The front of that house.

Q That is the front building? A: Yes. There is one in the back, too.

Q This picture doesn't show the back building at all?

A No.

Q Merely the front. And that is the one with the sign "Meeting" on. That is the building that has that sign on? A: Yes.

Q That is part and that is part? A: Yes.

20 Q And is this other little roof that goes up there, too, part of it? A: Yes.

Q Yes, but it is a part of the building. It is a picture of the front building on parcel 2. It doesn't show the rear building.

THE COMMISSIONER: Exhibit 11, Mr. Secretary.

THE SECRETARY: Exhibit No. 11, my lord.

(PHOTOGRAPH MARKED EXHIBIT NO. 11).

MR. HUNTER: These properties, my lord, were originally left by the plaintiff in the care of a firm by the name of W.H. Gallagher & Company and in the fall

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of 1942 they stated that they did not care to rent it anymore as they couldn't get along with the claimant. But it was taken out of their hands and placed in the hands of Ker & Ker. I don't know how to pronounce that, is it Car?

THE COMMISSIONER: I think they call themselves "Ker".

MR. HUNTER: There is a great deal of correspondence with the city. They seem to have been attacked on all sides by the building inspector, the health department, and the sanitary inspector and the fire department.

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THE COMMISSIONER: Well I know the area in a general way and most of the property down there is pretty old and rather rundown.

MR. HUNTER: The first letter, my lord, is a letter from the building department to the Custodian, dated the 21st of October, 1942, re 130 West 1st Avenue, "Following an inspection of the above premises it was noted that there is a collection of old wood shed between the front and rear buildings. These are very dilapidated and to some extent a fire risk. I would recommend that these be demolished and the area thoroughly cleaned up. The buildings front and rear are also dilapidated but do not warrant expensive repairs." And this letter, dated October 24th, 1942, addressed to Messrs. Ker & Ker Limited re 130 West 1st Avenue, "This is to advise you that the above premises have been placarded as unfit for human habitation until the requirements of the City and Provincial

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By-Laws are complied with. Some of the ceilings are too low and several of the rooms lack sufficient light and ventilation. A joint inspection would be advisable in view of the general conditions here." It is signed by Mr. B.A. Rogers, chief sanitary inspector. And a letter from the same person, dated October 24th, 1942, to the Custodian saying that attached is a letter to the present agents. I don't think we need to file that. It is just a letter enclosing the one I previously read.

10 THE COMMISSIONER: Which parcel was condemned?

MR. HUNTER: The front building on parcel 2. Or it may have been both temporarily at that time. But the front building was the bad one. Next is a letter from the Health Department. I don't think we need to file that letter as it is just an enclosing letter, my lord.

THE COMMISSIONER: All right.

MR. HUNTER: This is a letter re 130 West 1st Avenue
20 and is dated November 3rd, 1942, addressed to Messrs. Ker & Ker from Mr. B.A. Rogers:

"From Inspector Proud's report on the above premises and my own inspection of them, conditions found in the front/^{portion} of this property are far from suitable for the purpose intended. The following data lists those rooms and suites which do not comply with the City By-laws". The suites are itemized:

30 "Suites #5, 6, and 7 have a maximum ceiling height of 7 feet. The building regulations require a minimum of 8 feet. All suites show evidence of rats

M. Yagi,
Discussion.

which have access to the whole building. Rat proofing is indicated and elimination of the rats by trapping. Some suites are filthy and infested with cockroaches. Cyanide fumigation is suggested. Suites Nos. 8 and 9 have full ceiling height and are satisfactory. The two toilets are adequate but no provision has been made for baths or showers. Since these premises require to be licensed and will be occupied as suites, at least two baths or showers or a bath and shower are necessary before it can comply with the Lodging House By-Law. The Japanese bath in a shed on the west side of the property is illegal and must be removed and the connection to the sewer sealed."

10 In the rear portion of the buildings, "The three suites in this building are in much better condition and lack only a bath or shower for its occupants."

20 "I would suggest removal of all sheds between the two buildings. Present condition is encouraging the harbouring of rats. The changes necessary therefore to put these premises in condition to comply are as follows:", and then five items are listed, "3 baths or showers, removal of Japanese bath, minimum ceiling height in suites 5, 6, and 7-eight feet, ratproofing and trapping and elimination of vermin (cockroaches), and a general cleanup and removal of miscellaneous sheds. Your decision on the foregoing matters will be appreciated."

30 And as a result of that, the front building

M. Yagi,
Discussion.

was closed up. While my learned friend has suggested it could have been put in shape at a minor cost, I would suggest the opposite.

THE COMMISSIONER: The rear building was placed in a habitable condition?

MR. HUNTER: Yes, my lord. And there is also a City of Vancouver Fire Department notice, No. 1868, of November 3rd, 1942, addressed to the Canadian Government Custodian's Office, Vancouver, B.C.:

10 "Take notice that the premises situated at 130 West 1st Avenue, Vancouver, B.C., are being maintained and used contrary to the provisions of the Fire By-Law of the City of Vancouver. You are hereby notified to have buildings cleaned out and boarded up so as to prevent unlawful entry within ten days of the service hereof. Failure to comply with this notice will render you liable to the penalties under the said By-law. Dated November 3rd, 1942." These, I presume, are going in all as one. These are going in as one exhibit.

20

THE COMMISSIONER: Well, attach that last one to Exhibit 12. It is along the same line.

THE SECRETARY: Will I make these all one?

MR. HUNTER: Yes. Subject to death, and so on, it is our intention to call the witnesses who have written those letters. If the people have disappeared, I can only ask that --

THE COMMISSIONER: Yes, well nothing short of plague could eliminate a lot of them.

(GROUP OF LETTERS MARKED EXHIBIT NO. 12).
30 MR. HUNTER: Parcel 1, my lord, was sold to the tenant

M. Yagi,
Discussion.

as has been mentioned by my learned friend.

It was not sold until a proper offer was received. That is the tenant started off with an offer of \$1500.00 and by December 22nd, 1944, had got his price up to \$3800.00 and by January 6th, 1945, he had got it up to \$4200.00, which was approved by the Advisory Committee and accepted.

THE COMMISSIONER: That is January, 1946?

MR. HUNTER: January 6th, 1945, my lord.

10 THE COMMISSIONER: That is parcel 1.

MR. HUNTER: Parcel 1, my lord. And parcel 2 was advertised and tenders closed on October 4th, 1943. The bids all came from the same party. The first bid on it was for \$1100.00 from the Dominion Construction Company Limited. It was rejected, and they were then told nothing under \$2000.00. They stated they had no further interest in the property but on August 21st, 1943, came back with an offer of \$1425.00, and that being refused, on October 1st, 20 1943, they came back with an offer of \$2153.00, which was approved by the Advisory Committee and accepted.

THE COMMISSIONER: The Dominion Construction, was it?

MR. HUNTER: The Dominion Construction Company Limited. It was sold as of November 9th, 1943, although the offer came in on October 21st.

THE COMMISSIONER: \$2150.00.

MR. HUNTER: That is correct, my lord. This analysis, my lord, is rather outdated by the comments of my 30 learned friend, but even though the valuations are

changed, their property is the same and their disposal the same.

THE COMMISSIONER: That will be Exhibit 13.

THE SECRETARY: 13, my lord.

(ANALYSIS MARKED EXHIBIT NO. 13).

MR. HUNTER: The only item there, my lord, is 10 carpets. These 10 carpets, Mr. Yagi, they were linoleums, were they?

A Yes, they were linoleum.

10 Q Yes, and they were all in the West 4th Avenue property, werethey? A: Yes.

Q Did you say yes? A: Yes.

Q Well you must speak up so the Reporter can get it down.. There was an appraisal by Mr. D.A. Smith of some of this linoleum, my lord. There were apparently five of them. In room No. 1, in the West 4th Avenue house, it says "practically new linoleum rug, 9 x 12, approximate value \$6.00." Possibly this might be considered a fairly self-serving document as the chap who made the appraisal is an employee of the Custodian. But the second one in room No. 2, a good linoleum, 10 x 12, -- good linoleum, I imagine they will accept the statement that it was good, about 6 x 8 feet in suite 17 and 18, valued at \$3.00. The values stated for five of them, two of which were "good", was \$15.00, my lord. These were on the floors, I presume, in the various rooms:--

20

Q Were they? A: Yes.

30 Q Were they tacked down or lying flat?

A I imagine just laid on.

Q Were they glued down at all? A: They not use glue.

Q They were not attached to the floor in any way?

A No, I don't think so.

Q Let's see, how many of those were sold for a dollar. It says, "five pieces of linoleum", my lord, \$1.00 in the auction sheets. Were those five of the rugs -- whether that is five rugs or just five pieces, I
10 couldn't say.

THE COMMISSIONER: And that was the auction held in Vancouver, I presume?

MR. HUNTER: Yes, held at 992 Powell Street on September 5th, 1945. I notice there was an electric stove sold for \$10.00.

Q What type of electric stove was it? Was it one of these grills or a big stove with an oven?

A It was a full sized stove.

Q A full sized stove, with how many burners, how many
20 elements? A: Doesn't remember.

Q Did it have an oven in it? A: Yes.

Q How old was it? You show it here as a 1941 when it was bought. Did you buy it new? Did you buy
it? A: My mother.

MR. CHERNIACK: It says 1934.

MR. HUNTER: I am sorry.

Q In 1934 you didn't buy it, your mother bought it?

A Yes.

Q It has been used ever since?

30 A Yes, today not good but not very much.

M. Yagi,
Discussion.
Cross-Exam.
Re-Direct Exam.

Q You mean only three times a day?

A Well hardly, I guess.

MR. HUNTER: That is all, my lord.

RE-DIRECT EXAMINATION BY MR. CHERNIACK:

Q Was it hooked up at all, this stove? Was it attached to the electrical outlets?

A It was disconnected from the wire and stored.

Q Disconnected and stored? A: Yes.

10 Q How long was it used prior to being stored?

A About eight or nine years.

MR. CHERNIACK: That is all, my lord. I would like to ask my learned friend if he has information on two items in this connection: The first is whether or not the Cutodian obtained an estimate of the repairs on the front building of parcel 2.

MR. HUNTER: The answer to that is, I don't know.

MR. CHERNIACK: Could I be advised?,

20 THE COMMISSIONER: If you can secure any information with regard to it, you will furnish it?

MR. HUNTER: I think very likely he did not.

MR. CHERNIACK: And the other is whether an itemized statement of the appraisal of the linoleum will be available to us.

MR. HUNTER: Yes, if you will advise us.

MR. CHERNIACK: I am sure that the record will show what we have. That is all, my lord.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

3

H.M. Langfield
"H.M. LANGFIELD"
Official Reporter.

Case 837

NOV 28 1947

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

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

8614

ACKNOWLEDGED

B

w/fl

41

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

(1) NAME YAGI MITSUO (RCMP) Reg. No. 04330
(Print) Surname Given Name

(2) Pre-Evacuation Address 325 W. 4th Ave., Vancouver, B. C.

(3) Present Address Lot 93, St. Charles, Manitoba.

(4) REAL ESTATE (Parcel 1) 325 -- 4th Ave., Vancouver, B.C.
(Parcel 2) 130 -- 1st. Ave., Vancouver, B.C.

(a) Street Address (if any) _____
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) (Parcel 1) Lots 10, 11, 12
Block 7, D. L. 302, City of Vancouver, B. C. (Parcel 2) Lot 8
Block 10, D. L. 200 A., City of Vancouver, B. C.

(c) Type of Real Property (cross out words which do not apply):

- (i) ~~Farm~~
- (ii) ~~Residence~~ Type of business Apartment Blocks
- (iii) ~~Business~~
- (iv) Any other type of property (describe) _____

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Sole Owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land	(Parcel 1)	\$ 4,500.00	10000 -
(ii) Buildings	(Parcel 2)	\$ 3,500.00	
	(Parcel 1)	\$ 5,500.00	4000 -
	(Parcel 2)	\$ 3,500.00	
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable)		\$ _____	
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value)		\$ 17,000.00	14000 -
(v) Amount at which Custodian sold property and credited your account		\$ 4200 + 2150 = 6350	
(f) Loss (This figure is arrived at by deducting item (v) from item (iv))		\$ 10,650.25	7650 -

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation 325 West 4th Ave., Vancouver, B. C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) One room of above Block

(c) How stored or packed at time of evacuation Stacked & Locked in one room.

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") Left in custody of
Custodian as per Registration with Custodian dated
7th May, 1942.

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

	Estimated Value \$
1. _____	_____
2. <u>3 Screw-Jacks</u>	<u>16.00</u>
3. <u>200 Lbs. Nails</u>	<u>16.00</u>
4. <u>Carpets (10)</u>	<u>200.00</u>
5. <u>2000' Lumber</u>	<u>30.00</u>
6. <u>Wallpaper</u>	<u>16.00</u>
7. <u>3 Stoves (1 Electric Range.)</u>	<u>60.00</u>
8. _____	<u>198</u>
9. <u>Received from Custodian</u>	<u>258.00</u>
10. _____	<u>19.00</u>
	<u>179</u>
TOTAL CLAIM FOR PROPERTY LOSS \$ <u>322.00</u>	

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4 (f) and 5 (e) - - - - - \$ 11,261.23

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) Winnipeg

(b) Do you require the services of an interpreter at the hearing? Yes or no. Yes

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

DOMINION OF CANADA }
 Province of Manitoba }
 TO WIT: }

I, MITSUO YAGI of the _____ Municipality
 of St. Charles in the Province of Manitoba.

DO SOLEMNLY DECLARE THAT:
 The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the City)
 of Winnipeg)
 in the Province of Manitoba)
 this 15th day of November)
 A.D. 1947. [Signature]

M. Yagi

IN THE PROVINCE OF MANITOBA.
 A BARRISTER AT LAW ENTITLED TO PRACTISE A Commissioner &c.

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

M. YAGI

(Claimant's Name)

REAL ESTATE

(Other than farm)

04330

Reg. No.

Parcel 1 - 325 West 4th Ave., Vancouver

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
2 rooming houses converted to suites	1 - 24 rooms, 2 storeys 2- 30 " , 2½ "	Frame on cement blocks, rental of suites shingle roofs, exterior siding, interior paper on shiplap, fir floor, linoleum covered.		triangle 140 ft. on 4th ave. & 100 ft. in depth	Bought by my grand- father about 1930 and given to me in 1940.	
<u>Type of Locality</u>	<u>Cost Price</u>	<u>Improvements made by Claimant</u>		<u>Estimated Value</u>	<u>Date of Sale</u>	

semi-industrial

about \$4000.00

My grandfather and I used to spend 6 months per year for 8 or 9 years, repairing and improving the buildings. We put new siding on exteriors in 1937, new shingle roof, 1936, built additional room on big house in 1935, raised foundations about 1932, raised roofs of both houses, replaced 6 toilets new, and about 20 sinks. Renewed all plumbing. Estimated cost of material \$3000, estimated cost of grandfather's and own labour over \$6000.00

\$10,000.00

Comments re upkeep of premises:

As stated, spent 6 months a year on the premises to keep in as good a state of repair as possible

Comments re Appraiser's report not covered above: This property is located among residence and heavy industry factories and land in this area is in great demand. I do not remember that there were a number of vacant lots in the neighborhood as stated. In view of the major repairs done by us as above described, the upkeep was not too heavy considering the fact that there was never any difficulty in renting the suites.

Comments - I consider this as very good revenue bearing property, especially for a man who can do the odd repairs himself and pay attention to it. In addition to the above improvements, my tenant spent \$1500 on improvements, of which amount about half was paid by me, and the balance was made up by way of cheap rent. I consider the appraisal and sale price much too low and although I am not a real estate expert, I believe that the fair market value at date of sale \$10,000.00 at least.

EXHIBIT No.

837-1

DATE

14 April 1948

FILED BY

R. M. Cherniack

M. Yagi
Signature

M. YAGI

(Claimant's Name)

REAL ESTATE
(Other than farm)

04330

Reg. No.

Parcel 2 - 130 West 1st Ave., Vancouver

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
1 rooming house	16 rooms	Frame on cement blocks, shingle roofs, exterior siding - V joint, papered or painted, fir floors	rental of suites	do not remember	Bought by my grand-	mother many years ago and given to me in 1940
1 house of 3 suites	8 rooms					

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value	Date of Sale
Industrial	Do not know	Raised foundation, replaced shingles on roofs, partitioned rooms, changed plumbing.	\$4000.00	

Comments re upkeep of premises:

Did necessary repairs

Comments re Appraiser's report not covered above: I agree that the large building was in poor state of repair, but it could have been put in good state of repair without too much expenditure. The small house was in fairly good condition.

The lot was completely surrounded by factories and was in great demand for industrial purposes, and I rejected a number of offers for same. I am not a real estate expert but I believe that the valuation and sale price were too low and that the fair market value at date of sale was at least \$4000.00.

EXHIBIT NO. 837-2
DATE 14 apr 1948
FILED BY R. M. Cherniack

M. Yagi
Signature



J. R. REID
NOTARY PUBLIC



GENERAL INSURANCE

515 GRANVILLE STREET
VANCOUVER, CANADA

November 18th, 1943.

BOND
HAS CONTENT - CANADA

Parcel 1

#327

House #325 West 4th Avenue.

This property comprises a triangular lane corner with approximately 140 ft. frontage on 4 Avenue and about 100 ft. in depth on the East side on which there is erected 2 rooming houses, one of which contains 24 rooms and the other approximately 30 rooms.

A number of these rooms have been converted to 2, 3, and 4 room apartments, and each of these apartments have a wood and coal range in the kitchen, as the property is not piped for gas.

The building of 24 rooms is equipped with 2 shower baths and 3 toilets, and the one comprising 30 rooms is equipped with 3 bath rooms and 5 toilets.

There is no basement to the property or any heating system with the exception of the above mentioned stoves and an occasional air tight heater in the larger apartments.

This property as you no doubt are aware is situated in ~~an~~ an industrial area but as there ^{are} is a number of vacant lots in the neighbourhood we cannot consider this in any other way than semi-industrial.

The up keep on that type of building will always be heavy and under normal conditions would only be occupied by a low class of people.

Valuation \$3,650.00

EXHIBIT No. 837-3
DATE 14-apr 1948
FILED BY S. W. Chamack

JOHNSON AND REEVE

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

EVACUATION SECTION	
Rec'd	APR 22 1943
File No.	8614
Ans.	PhH
Deferred	None

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

21st April, 1943. *out to Spain*

Parcel 2

The Custodian's Office,
Room 506,
Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B.C.

File No. 8614

Attention of Mr. F.G. Shears

Dear Sir:

re Mitsuo YAGI
130 West 1st Avenue
Lot 8 Block 10 D.L. 200A

In accordance with your instructions we have inspected this property and beg to report as follows.

The district is an industrial one and there are industrial buildings on both sides of this lot. The property is opposite the Hamilton Bridge Company's property which has waterfrontage on False Creek and there is a railway spur-track on 1st Avenue close to the frontage of this property.

There are two dwellings on the land, one built right up to the front line, which has been boarded up and which we are informed is not fit for occupation. The other is at the back of the lot and is occupied by three tenants paying a total of \$16. per month. There are eight rooms and the plumbing comprises three sinks and one outside w.c. for the three tenants.

In this location the property cannot be considered as residential property because the land has a value for industrial purposes, which is too high to justify the use of the property for dwellings. As long as the dwellings remain on the land its value cannot be realized for industrial use so that it is necessary to ignore any value in the buildings if a proper value is placed on the land. It is fortunate, however, in the meantime, that the rent obtained for one dwelling is sufficient to pay the taxes and other carrying charges which prevents loss until there is some demand for the land for industrial use.

We are of the opinion that the present value of the land is \$2,000.

Yours faithfully,

JOHNSON, REEVE & WATSON

per *DW Reeve*

DWR

26

EXHIBIT No. 837-4
DATE 14 April 1948
FILED BY S. M. Chumack

This Indenture,

made in ^{triplicate} duplicate the 17 day of March in the year of our Lord one thousand nine hundred and forty-three

In Pursuance of the "Short Form of Leases Act" Between

THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian, under and by virtue of Order-in-Council, P. C. 1665, dated March 4, 1942, as amended, hereinafter called the "Owner",

or hereinafter called the "Lessor" of the FIRST PART; and

PETER HEN, of 316 Powell Street, in the City of Vancouver, in the Province of British Columbia.

hereinafter called the "Lessee" of the SECOND PART;

WITNESSETH, that in consideration of the rents, covenants and conditions hereinafter respectively reserved and contained, the Lessor doth demise and lease unto the Lessee ALL AND SINGULAR

that certain parcel or tract of land and premises situate lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows: Lots Ten (10), Eleven (11) and Twelve (12), Block Seven (7), District Lot Three Hundred and Two (302), Group One (1), New Westminster District, Plan Five Thousand Eight Hundred Thirty-two (5832), together with the buildings erected thereon, being known as No. 325 West Fourth Avenue.

EXHIBIT No. 837-5
DATE 14 April 1948
FILED BY S. W. Cherniack

From the First (1st) day of March
one thousand nine hundred and forty-three.

for the term of Two (2) Years next ensuing
YIELDING AND PAYING therefor to the Lessor

the clear rental or sum of ONE THOUSAND FOUR HUNDRED FORTY (\$1440.00) dollars of lawful
money of Canada, payable on the following days and times, that is to say: in advance

on the First day of each and every month in twenty-four consecutive
instalments of SIXTY DOLLARS (\$60.00) each, from which will be
deducted an allowance of \$20.00 per month for repairs and alterations
required by the City of Vancouver

The Lessee further agrees to present receipts to the Lessor
amounting to not less than the sum of Four Hundred and Eighty
Dollars (\$480.00) for such repairs and alterations.

*See letter to H. Campbell
21st July 1943
G. Shears
6 months for 6 months*

AND the Lessee COVENANTS with the Lessor to pay rent, and to pay taxes, ^{water rates} electric light, gas
and telephone charges; and to repair (reasonable wear and tear, and damage by fire and tempest
excepted).

AND that the Lessor may enter and view state of repair; AND that the Lessee will repair according
to notice (reasonable wear and tear, and 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 the Lessee, having inspected the building and knowing the state
of repair, hereby agrees to make all present and future repairs and
alterations, including decorating, at his own expense.

PA.

~~The Lessee further agrees to present receipts to the Lessor amounting
to not less than the sum of \$480.00 for repair expenditures made~~

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 Lessee or if the Lessee shall make any assignment for the benefit
of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in
force for bankrupt or insolvent debtors, THE then current rent shall immediately become due and
payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof
shall at any time during the term granted be burned down, or damaged by fire, so as to render
the same unfit for the purpose of the Lessee and then so often as the same shall happen the rent
hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury
sustained and all remedies for recovering the same shall be suspended and abated until the said
premises shall at the option of the Lessor have been rebuilt or made fit for the purpose of the
Lessee

Date.....19.....

THE SECRETARY OF STATE OF
CANADA

—TO—

PETER HEM

House Lease

THE WILLSON STATIONERY CO. LTD., VANCOUVER, B. C.

325 West Fourth Avenue,
Vancouver, B. C.

Lots 10, 11 & 12, Block 7,
D. L. 302, Gp. 1, New
Westminster District, Plan
5832.

SIGNED, SEALED AND DELIVERED

in the presence of

IN WITNESS WHEREOF, the said parties have hereunto set their Hands and Seals

AND ALSO that if the Lessee shall hold over and the Lessor shall accept rent after the expiration of
the said term, the new tenancy thereby created shall be a tenancy from month to month and not a
tenancy from year to year and shall be subject to the covenants and conditions herein contained so
far as the same are applicable to a tenancy from month to month;
AND ALSO that any additional covenants, conditions or agreements set forth in writing and
attached hereto whether at the commencement of the said term or at any subsequent time and signed
or initialed by the parties hereto shall be read and construed together with and as part of this lease,
provided that when the same shall be at variance with any printed clause in this lease, such
additional covenants, conditions and agreements shall be deemed to supersede such printed clause;
PROVIDED for to enjoy by the Lessor on non-payment of Rent, whether lawfully demanded or not;
or on non-performance of Covenants; or breach or forfeiture of the said term for any of the causes
aforesaid.

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

12/7/43 *Print*
TELEPHONE
PACIFIC 1357

File No. 8614.

July 6, 1943.

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

EXHIBIT No. 837-6

DATE 14 April 1948

FILED BY R. M. Cherniack

Attention Mr. F. G. Shears:

Dear Sirs:

Re- Mitsuo YAGI,
315-325 West 4th Avenue.

Further to the writer's recent conversation with Mr. Shears, I am outlining herein the situation with respect to the development of the above property leased by your Office to Mr. Peter Hem.

The above premises were leased by the Japanese evacuee to a Mrs. Delaire on a month to month tenancy prior to his evacuation, after which time it was placed in the hands of Ker & Ker Ltd. as your Agents in the matter. Some time in January or February apparently inspections of the buildings were made by the City Building, Electrical, Health and Fire Warden Departments, resulting in your being advised that the premises were unfit and unsafe for human habitation and would be condemned as such unless major alterations in sanitary service and protection for the tenants in event of fire were immediately effected. I understand that it was found the Japanese either had no money for this purpose or stated so, and Mrs. Delaire, who was previously simply a tenant of one of the suites, on being contacted, advised that it was financially impossible for her to underwrite the cost of the required work. It was therefore obvious that the only way to keep this housing available to the public was through obtaining a new operator who had sufficient money to advance the cost of the required repairs and alterations.

With this in view Mr. Anderson, of Ker & Ker Ltd., interested Mr. Peter Hem in the situation who requested me to attend him in a survey of the building. This was done in conjunction with the different Civic Inspectors concerned in the required alterations and improvements.

The result of this inspection showed that if requirements were met and proper sanitary and bathing facilities supplied, the housing which could be provided was considerably better than ordinary for this class of housing; this, mainly in view of the location and layout of the buildings which was such that every room was an outside

July 6, 1943.

Office of the Custodian (Continued),

one and in the main, each suite had windows on two sides of the building. This feature, together with the larger than usual rooms, made the suites distinctly better from a health point of view than ordinary. The premises were in a terribly run down condition, the paper on most of the walls was either half stripped off or hanging, and no painting or varnishing of the woodwork had been done for years. Despite the fact that there were 22 suites there was not one bathroom in the building. The toilet facilities were adequate. The verandahs and staircases were definitely dangerous and there were insufficient fire exits.

A check of the rent roll showed the gross rentals being in the neighbourhood of \$140.00 averaging \$6.00 to \$7.00 a month per suite. These rentals were ridiculously low, for instance there was one 5 room suite which rented for \$8.00 per month. The gross rentals at that time would not even begin to cover the operating cost if the required improvements and service were provided, based on the rental of \$60.00 per month, at that time paid by Mrs. Delaire. If hot water for the bathing installations, janitor service, light, etc., were provided, it was a financial impossibility to do anything with the building unless the rentals were increased. It was decided that an increase was definitely warranted if the improved services and conditions were effected.

On being assured by Mr. Maguire of the Rental Control Board, that under the particular circumstances it would be in order to apply for specific increased rentals to become effective on completion of certain improvements in service and alterations, application of that nature came before Judge Harper on March 4 and was approved.

The work set forth in the brief to the Rental Control Board was completed on or about the 1st of June, the tenants notified as their rents became due and were paid that the following rental would be on the increased basis, and the Rental Control Board was notified to make their inspection to establish that this work had been completed in order that the increased rental decisions being held in escrow should be released. Due to the delay in the Rental Control Board inspection of the premises and certain misunderstandings now ironed out, with regard to the interpretation of the Judgment handed down by Judge Harper, the increased rentals are apparently not going into effect until on or about the 15th of August.

Attached hereto is a statement of the work contracted for and effected in amount of \$1,516.80. The original estimate for this work was approximately \$1,000.00. As a result of a suggestion by Mr. Rogers of the Health Department and at the request of certain tenants, the original layout of the bathing installations was altered so that the cost for that particular item was increased by about \$150.00. The main reason for the cost of the work running so considerably over the estimated amount is the condition that was found to exist with regard to the main underpinning of the property itself. This was not exposed at the time of the inspection and was only found on

Re- 315-325 West 4th Avenue.

STATEMENT

	<u>Work Contracted For</u>
Plumbing contract - Geo. Moore	\$ 320.00
Decorating contracts - S. Marr & H. Tang	521.00
Carpentry labour - W. M. Hong	371.00
Material:	
Mc & Mc Ltd.	34.46
Johnson Lbr.	38.10
Allouette Lbr.	45.28
Masterbilt Doors	11.61
Wrecker (used heavy lumber)	47.50
Sundry labour & material	52.85
Estimated electrical account not yet submitted	<u>75.00</u>
	<u>\$ 1,516.80</u>

Of the above amount \$1,071.67 has to date been settled in cash by myself from trust funds lodged with me. Part of the balance is being settled at this date, the remainder being withheld until certain specified work has been altered to accord with the specifications of the contracts.

July 6, 1943.

July 6, 1943.

93.50
31.00
40.00
164.50

Office of the Custodian (Continued),

putting in the new floors and laying the cement foundation for showers. A certain part of the main timbers had entirely rotted away and it was entirely impractical and to some extent impossible, to instal the plumbing fixtures without replacing certain heavy beams and supports. The cost of the labour involved in this item ran to \$93.50 and \$31.00 for material. The above amounts do not include the extra expense involved in the alteration of original plans necessitated by the uncovering of the rotted condition of the property itself.

The roof of the building known as 315 West 4th Avenue was apparently leaking and in a bad state of repair which, because of the terrible condition of the papering and decorating, was unnoticed originally. It was only after the ceilings and walls of the top floor of the building had been decorated that it was found to be leaking and had to be repaired at a cost of \$40.00. This also entailed the re-decorating of the ceiling and certain walls of two suites.

As the writer advised Mr. Shears, the operator has done a splendid job on this building in converting the worst type of slum housing into very good housing of its district which is provided to the public at very reasonable rentals. If you will refer to the lease which is of two year duration, commencing as at the 1st of March, 1943, the only allowance made to Mr. Hem from the previous rental charged for the building was that of \$20.00 a month or \$480.00 for the period of the lease. Under the original estimated cost, Mr. Hem was prepared to double this allowance in expenditure of \$1,000.00. This has now been trebled in that it has cost \$1,500.00. While frankly admitting that that is Mr. Hem's business and strictly speaking no concern of your Office, the writer does feel that the actual cost of the repairs to the foundation of the building itself, and to the roof, should be absorbed by the owner of the building in part compensation for the very considerable increase in value of the property resulting from Mr. Hem's efforts. I would point out that the above-mentioned work is definitely that normally attended to by a Landlord and not by a Tenant.

As a result of the delay in the effective date of the new rentals, Mr. Hem appears to be facing a loss in his operation of this building as six months have already gone by, the building operating at no profit let alone partial refund of amounts expended. I therefore request, on his behalf, that he be granted an extension of a minimum of six months of the present lease. Your acquiescence to this request will cost the owner nothing and under the above detailed circumstances, I feel it is a very justified request and would be an appreciated gesture on your part.

I would appreciate your early consideration of the above request and your decision thereon.

Yours very truly,
H. D. CAMPBELL.

Per. *H. D. Campbell*

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

July 23, 1943.

Your File No. 8614.

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

Attention Mr. F. G. Shears,
Director.

JUL 24 1943	
File No.
Ans.
Referred	Shears

out Doubt

ok

Dear Sirs:

Re- Mitsu YAGI
315-325 West 4th Avenue.

I wish to acknowledge, with thanks, your letter of the 21st of July. The decision which you have made appears to the writer to be a very fair one and on behalf of my client I wish to extend his thanks for your consideration of his request, to which he had no legal claim whatsoever under the terms of the Agreement.

Apart from the increase in the value of the property, due to Mr. Hem's expenditure of over \$1,500.00 for improvements, its value as an investment has been almost doubled, as a result of the increase in rentals obtained by him from the Rental Control Board, the Application for which increase was, of course, based on the improvements in the buildings and service provided the tenants.

There is certainly no doubt that the arrangement which you have made with Mr. Hem has been to the very definite financial benefit of the Japanese owner.

Yours very truly,

H. D. CAMPBELL.

Per. *[Signature]*

RCM:JM

EXHIBIT No. 837-7
DATE 14 Apr 1948
FILED BY R. M. Cherniack

M. YAGI

(Claimant's Name)

PERSONAL CHATTELS

04330

Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
3 screw Jacks	I don't know, bought by grandfather				
	estimated cost new		30.00	good	16.00
200 lbs. nails	1938	new	16.00	new	16.00
10 carpets	from 1937 to 1940	new	200.00	good	75.00
2000 ft. of lumber	from 1934 to 1942	new	30.00	mostly unused	15.00
wallpaper	1941	new	16.00	new	16.00
1 electric stove	about 1934	new	125.00 approx.	used 2 years & stored	50.00
2 or 3 stoves				old	10.00
					<u>198.00</u>
			Sale price by custodian	-	19.00
			Loss	-	<u>179.00</u>

Description of Storage of Goods: The lumber was placed under building at 325 W 4th Ave., the carpets were on the floor in the halls and suites at 325 W 4th Ave. The other items were stored in the workshop room on the 1st floor of 325 W 4th Ave.

General Statement as to Chattels not Described above:

EXHIBIT No. 837-8
DATE 14 apr 1948
FILED BY R. M. Cherniack

Additional Comments, if any: I find that in making my claim, I put the cost price on some of the used articles. I have now depreciated same in accordance with their use, and I have now estimated what I consider is the fair market value on these articles.

M. Yagi
Signature

Parcel I

R.P. No. 1

FILE 8614

Mitsuo YAGI

325 West 4th Avenue

10th Feb. 1943



EXHIBIT No. 837-9
DATE 14 apr 1948
FILED BY J. W. J. Hunter

Parcel I

R.P. No. 1

FILE 8614

Mitsuo YAGI

325 West 4th Avenue

10th Feb. 1943

Evacuee File #8614

Mitsuo YAGI

325 West 4th Ave.

10th Feb. 1943.

EXHIBIT No. 837-9

DATE 14 apr 1948

FILED BY J. W. G. Brunter

CITY OF VANCOUVER

BUILDING DEPARTMENT
(including plumbing)
ANDREW HAGGART
Building Inspector

Vancouver, B.C.

9th February, 1943.

Mr. R.C. Messenger,
812 Standard Bank Building,
West Hastings Street,
Vancouver, B.C.

Dear Sir: Re 315-25 West 4th Ave.

With reference to your inquiry re the above.

The buildings appear to be in fairly good condition. As there is only one stairway from the upper floor in the case of 315 it will be necessary to provide another stairway and exit doors made to open outwards.

In the case of 325 another exit to be provided from the 2nd floor and exit doors made to open outwards.

The number of sanitary facilities would depend on the number of family units proposed to be placed in the building and I understand the Health Department has been in touch with you in this regard.

Yours truly,

"A. Haggart"

BUILDING INSPECTOR.

AH/KM

c.c. Custodian, Enemy Property,
675 W. Hastings St.,
City.

EXHIBIT No. 837 - 10
DATE 14 Apl 1948
FILED BY J.W.G. Hunter

CITY ELECTRICIAN'S OFFICE
T. MARTIN
CITY ELECTRICIAN

CITY OF VANCOUVER

VANCOUVER, B.C.

March 12th, 1943.

FILE NO. 1372.

Mitsuo Yagi,
c/o Japanese Custodian,
506 Royal Bank Building,
Vancouver, B.C.

ATTENTION MR. P. DOUET.

Dear Sir:-

Re:- 315-25 West 4th Avenue.
Your file No. 8614

Further to your letter of March 2, 1943, informing us that you had asked Messrs. Ker and Ker Limited, to attend to the matter of having the defective electrical wiring in the above building attended to. To date this Department has not received any application for a permit to have this wiring remedied.

This matter has now been in abeyance since November 30th 1942. I would ask that you inform me what you propose to do in this matter.

Thanking you for your co-operation and immediate attention.

Yours truly,

"T. Martin"

CITY ELECTRICIAN.

/MW

c.c. Messrs. Ker & Ker

CITY OF VANCOUVER

CITY ELECTRICIAN'S OFFICE
T. MARTIN
City Electrician

VANCOUVER, B.C.

April 29, 1943.

FILE NO. 1372.

Mitsuo Yagi,
c/o Japanese Custodian,
506 Royal Bank Building,
Vancouver, B.C.

ATTENTION MR. MILSOM.

Dear Sir:-

Re:- 315-25 West 4th Ave.
FILE NO. 8614

Further to your call of April 12, 1943, re the above, at which time you informed me that the contract to have this wiring done had been let, and that a permit would be applied for in a day or two. I would respectfully beg to inform you that to date no permit has been applied for in this office, nor have any further inquiries been made re the defective electrical wiring. As this has been in abeyance since November 30, 1942, I would ask that you kindly advise me what you propose to do in this matter.

Thanking you for your kind co-operation.

Yours truly,

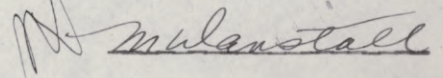
"T. Martin"

CITY ELECTRICIAN.

/MW

I hereby certify that the foregoing words (3 letters) are a true copy of the original whereof they purport to be a copy.

May 31, 1948


M. Mulvanstall

Parcel II

YAGI, Mitsuo
130 West 1st. Ave., Vancouver, B. C.
Evac. File 8614

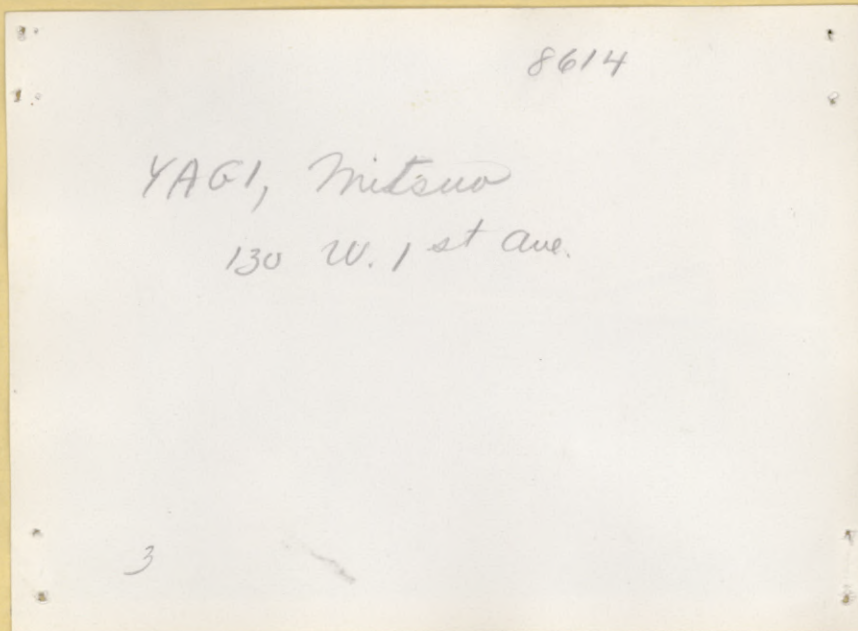


Picture Taken May 3, 1943.

EXHIBIT No. 837-11
DATE 14 apr 1948
FILED BY J. W. G. Hunter

Parcel II

YAGI, Mitsuo
130 West 1st. Ave., Vancouver, B. C.
Evac. File 8614



Picture Taken May 3, 1943.

EXHIBIT No. 837-11
DATE 14 apr 1948
FILED BY J. W. G. Hunter

HEALTH DEPARTMENT
Stewart Murray
M.D., D.P.H.
Medical Health Officer

CITY OF VANCOUVER

VANCOUVER, B.C.

Oct. 24th, 1942.

Ker & Ker Limited,
475 Howe St.,
Vancouver, B.C.

Attention Mr. Anderson

Dear Sirs:

Re: 130 West 1st Avenue

This is to advise you that the above premises have been placarded as unfit for human habitation until the requirements of the City and Provincial By-laws are complied with.

Some of the ceilings are too low and several of the rooms lack sufficient light and ventilation.

A joint inspection would be advisable in view of the general conditions here.

Respectfully yours,

"B. A. Rogers"

CHIEF SANITARY INSPECTOR

GAR:EM

837 - 12

EXHIBIT No.
14 April 1948
DATE.....
FILED J.W.G. Hunter
.....

BUILDING DEPARTMENT
(Including Plumbing)
ANDREW HAGGART
Building Inspector

CITY OF VANCOUVER

VANCOUVER, B.C.

21st October, 1942.

Mr. G.H. Peers,
Administration Department,
Custodian of Enemy Property,
675 West Hastings Street,
City

Dear Sir:

Re 130 West 1st Ave.

Following an inspection of the above premises it was noted that there is a collection of old woodsheds between the front and rear buildings. These are very dilapidated and to some extent a fire risk.

I would recommend that these be demolished and the area thoroughly cleaned up.

The buildings front and rear are also dilapidated but do not warrant extensive repairs.

Yours truly,

"A. Haggart"

BUILDING INSPECTOR.

AH/KM

CITY OF VANCOUVER

HEALTH OFFICE

CITY HALL

Nov. 3rd, 1942.

Ker & Ker Limited,
475 Howe Street,
Vancouver, B. C.

Attention Mr. Anderson

Dear Sirs:-

Re: 130 West 1st Avenue
Owner - Mitsuo Yagi

From Inspector Proud's report on the above premises and my own inspection of them, conditions found in the front portion of this property are far from suitable for the purpose intended.

The following data lists those rooms and suites which do not comply with the City By-laws:

Front Section of Buildings

Suites #5, 6 & 7 have a maximum ceiling height of 7 feet. The Building Regulations require a minimum height of 8 feet.

All suites show evidence of rats, which have access to the whole building. Rat-proofing is indicated and elimination of the rats by trapping.

Some suites are filthy and infested with cockroaches. Cyanide fumigation is suggested.

Suites #8 and 9 have full ceiling height and are satisfactory.

The two toilets are adequate but no provision has been made for baths or showers.

Since these premises require to be licensed and will be occupied as suites, at least 2 baths or showers or a bath and shower are necessary before it can comply with the Lodging House By-law.

The Japanese bath in a shed on the west side of the property is illegal and must be removed and the connection to the sewer sealed.

Rear portion of Buildings

The three suites in this building are in much better condition and lack only a bath or shower for its occupants.

I would suggest removal of all sheds between the two buildings. Present condition is encouraging the harbourage of rats.

The changes necessary therefore to put these premises in condition to comply are as follows:

1. Three baths or showers
2. Removal of Japanese bath
3. Minimum ceiling height in suites 5, 6 & 7 - eight feet.
4. Ratproofing and trapping and elimination of vermin (cockroaches).
5. General clean up and removal of miscellaneous sheds.

Your decision on the foregoing matters will be appreciated.

Respectfully yours,
"B.A. Rogers"
CHIEF SANITARY INSPECTOR

GAR:EM

I hereby certify that the foregoing words in 3 letters are a true copy of the original whereof they purport to be a copy.

May 31, 1948
M. J. Macdonald

FIRE DEPARTMENT

TO Canadian Government Custodian's Office , Vancouver, B.C.

TAKE NOTICE, that the premises situated at 130 West First Ave.

....., Vancouver, B.C., are being maintained and used contrary to the provisions of the Fire By-law of the City of Vancouver.

You are hereby notified to

have buildings cleaned out and boarded up

so as to prevent unlawful entry

within ten (10) days of the service hereof.

Failure to comply with this notice will render you liable to the penalties under the said By-law.

Dated November 3rd 1942

J.H.DE GRAVES, Chief. NOV 4 1942

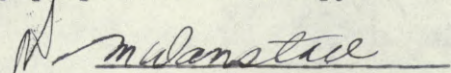
Per Cecil B. White
Fire Warden

PA 9848 1 - 2 PM

(Att. to Exh. 837 - 12)

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

May 31, 1948



ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 8614

EXHIBIT No. _____

NAME YAGI, Mitsuo

REG. No. 04330

DATE		INVENTORY		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION	EVACUATION	TAKEN BY	DATE	DETAILS OF CLAIM	AUCTION		
				3 screw-jacks 200 lbs. nails Carpets (10) 2000 ft. Lumber Wallpaper 3 stoves (1 Elec. Range)	16.00 16.00 200.00 30.00 16.00 60.00 338.00	1.00 18.00 19.00	16. 16. (5) 16. \$48.
				<u>Other goods sold at auction:</u>			
				2 trunks Fishing Tackle Drill Tools Furniture Kitchenware Miscellaneous	- 9.75 - 12.00 - 10.00 T. 12.35 F. 10.75 K. 18.20 Misc. 6.00		
				GROSS SALES - - - - -	\$98.05		
				<u>RECAP. OF CLAIM:</u>			
				\$260.00 - sold for \$19.00.			
				48.00 - declared, not found			
				30.00 - Unaccounted for.			
				<u>\$338.00.</u>			

3 screw jack
 200 lb. box nail
 1 box tools for the house
 3 boxes of kitchenware
 1 cupboard
 1 gramophone & records
 3 stoves
 12 chairs
 10 room carpets
 2000 ft. lumber
 \$16.00 Wallpaper
 1 table - all to be left in house at 325 W. 4th Ave., Vancouver, B.C.

2 trunks - 9.75
 Fishing Tackle - 12.00
 Drill - 10.00
 Tools T. 12.35
 Furniture F. 10.75
 Kitchenware K. 18.20
 Miscellaneous Misc. 6.00
 GROSS SALES - - - - - \$98.05

RECAP. OF CLAIM:
 \$260.00 - sold for \$19.00.
 48.00 - declared, not found
 30.00 - Unaccounted for.
\$338.00.

No. 8614
 No. 04330

EXHIBIT No.

CASE No.
 VENUE Winnipeg, Man.

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
CTION	TENDER &c							
			16.00					Possibly sold under "Tools" at Van. (Auct. 51, Sept. 5, 1945.
1.00			(5) 16.00			30.00		
			16.00					Elec. Stove-\$10.00; Stove-\$6.50; & 2 Accet. Stoves \$1.50 all sold at auction and proceeds credited to Mr. Yagi's account.
18.00								
19.00								
			\$48.00			\$30.00		
9.75								
12.00								
10.00								
12.35								
10.75								
18.20								
6.00								
\$98.05								

EXHIBIT No. 837-13
 DATE 14 April 1948
 FILED BY J. W. G. Hunter