Name of Claimant HATANAKA, Frank Y. Case 1118 & 1119

Custodian File " Shuzo
1548 & 1392

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	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	
1300	65.00 12.50										77.50

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

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

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	

TOTAL RECOMMENDATION	77.50

1540

CASES: 1118 & 1119

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

October 13, 1948.

IN THE MATTER OF THE CLAIMS OF

FRANK HATANAKA
and
SHUZO HATANAKA

PROCEEDINGS AT HEARING

Original.

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

HIS HONOUR, JUDGE M.A. MILLER, SUB-COMMISSIONER.

Toronto, Ontario,

October 13, 1948.

IN THE MATTER OF THE CLAIMS OF

FRANK HATANAKA
and
SHUZO HATANAKA

PROCEEDINGS AT HEARING.

APPEARANCES:

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

A. SMITH, ESQ.,	Secretary,
G.N.R. UPTON, ESQ.,	Official Interpreter,
A.G. VEITCH, ESQ.,	Official Reporter.

MR. BREWIN: These two cases, those of Frank and Shuzo Hatanaka, your honour, can be heard together. They are actually just one case. It is a case of father and son.

I may say that Mr. Shuzo Hatanaka had a claim for personal property. That claim is abandoned so that we are only concerned with a claim of each of them in respect of a property in Vancouver, 43 East Fifth Avenue. They each claim a one-half interest in this property.

MR. CHRISTIE: We will take the cases one at a time, for the purpose of the records.

MR. BREWIN: I would think they should be consolidated into one case.

MR. CHRISTIE: We should take the cases separately for the purpose of our own records.

THE SUB-COMMISSIONER: If they are both going to give evidence it all amounts to the same thing.

It will not take any longer?

MR. CHRISTIE: No, it will not take any longer, your honour.

MR. BREWIN: Mr. Shuzo Hatanaka does not speak English at all fluently and I would ask him to have the son give the evidence.

THE SUB-COMMISSIONER: That is all right.

MR. BREWIN: We are abandoning the claim for personal property.

MR. CHRISTIE: I understand that was for Frank. Is that also for the other?

MR. BREWIN: There is no claim for personal property for the other one.

THE SUB-COMMISSIONER: Which one of them had a claim for personal property?

MR. BREWIN: Shuzo Hatanaka had a claim for personal property which is abandoned.

MR. CHRISTIE: The Secretary will have to make separate cases. We can hear the evidence and make our records accordings.

THE SUB-COMMISSIONER: We can hear the evidence together and if you have to make the exhibits twice, that is, in each case, all well and good. You may make your report separately.

We will take the evidence and let it apply to both cases.

FRANK HATANAKA, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q. Mr. Hatanaka, you are Mr. Frank Hatanaka?

A. Yes.

Q. And you and your father were joint owners of the property known as 43 East Fifth Avenue in Vancouver?

A. Yes.

Q. And each entitled to a one-half interest?

A. Yes.

Q. What was the nature of the property there?

Was it a store or residence?

A. It was a store and a residence, both.

Q. It was both a store and a residence?

A. Yes.

Q. What sort of store?

A. Confectionery and groceries, cigarettes and soft-drinks.

Q. Did you and your family live in the other part of the premises?

A. No. We lived behind the store and we had the back rented out.

THE SUB-COMMISSIONER: Q. The same building as the store? A. The store is.

Q. The store and the place where you lived was all one place?

A. Yes, one place.

MR. BREWIN: Q. I am showing you a form entitled Real Estate Other than Farm. Is that your signature (Indicating)?

A. Yes.

Q. And are the facts stated there correct?

A. Yes.

Q. I see you have signed the first sheet. I had better get you to sign the second sheet, I think.

I would ask my friend if he would produce the report of J.R. Reid & Company.

(PARTICULARS OF REAL ESTATE OTHER THAN FARM, MARKED EXHIBIT NO.1)

MR. CHRISTIE: I tender, as Exhibit 2, the

appraisal of J.R. Reid & Company.

(APPRAISAL, MARKED EXHIBIT NO. 2)

MR. BREWIN: Q. I notice from a copy of that appraisal it refers to the basement having a poor floor. What was the nature or the condition of the floor when you left?

A. When we left it was in good condition.

Q. It was in good condition; and, he says: "The property is in very poor condition." Is that so? What was the situation when you left?

A. It was in good condition.

Q. Now, when you left did you dispose of the business at all or the stock-in-trade?

A. Well, my father had a forced sale because he had to leave right away.

Q. To whom did he sell?

A. He sold it to the tenant who owns the building now, in the store.

Q. The tenant you understand owns the building now. Do you know for how much he sold the business?

A. The father sold it for $500.

Q. $500. I notice that you had purchased this property and business in 1941. Is that right?

A. Yes.

Q. In August 1941?

A. Yes.

Q. And paid altogether $2,575., including the business. Is that right? A. Yes. That is right.

Q. Now, did you rent the property when you left? A. Yes. It was rented.

Q. And for how much was it rented?

A. I believe it was $10. for the back house and $25. for the front, the store and the house.

Q. Perhaps we will have to go into that later. You have it on the form that it was rented at $480. a year, which would be $40. a month. If you do not know we may be able to get the details from the file of the Custodian.

MR. CHRISTIE: Are you interested in the store lease?

MR. BREWIN: I am interested in the whole thing. There was a store lease and part of the back.

MR. CHRISTIE: This is one for $480., Mrs. May Chan. I will file that if you wish.

MR. BREWIN: Does that include the house at the rear of the property, do you know?

THE SUB-COMMISSIONER: What does this mean, on the form, where it says cost price $1,575, house and $1,000., business? The house and business are all one building.

MR. BREWIN: I suppose that included in the business might be good will.

THE SUB-COMMISSIONER: And stock-in-trade and so on; This is not a division?

MR. BREWIN: No.

THE SUB-COMMISSIONER: So that, what he paid for the real estate was $1,575.

MR. BREWIN: Q. Is that correct?

A. Well, we bought the business first and we had rented, the house.

THE SUB-COMMISSIONER: Yes. But, you bought the house?

A. When we bought the house we paid $1,575.

Q. The house apart from the business was $1,575. When you say the estimated value at the date of sale $2,500., for what is that, the house or the house and business?

A. The house and business and all put together, repairs.

Q. You sold the business for $500.?

A. He had to sell the business because he had to leave and the custodian sold the house.

Q. And the Custodian sold the house for $1,300?

A. Yes.

Q. Which would be $1,800., which would reduce the total claim to $700. on your own figures.

MR. BREWIN: There is a possible increase in value between 1941 and the date of sale.

THE SUB-COMMISSIONER: No, but he says the $2,500. was the value of the real estate and business. And the Custodian got $1,300 and he got $500. so that the total realized was only $700. short of what they said it was worth.

MR. BREWIN: I think he is speaking a little hurriedly, according to my instructions, but that is what he says now.

THE SUB-COMMISSIONER: Well, as long as the evidence is clear, that is all. I have nothing to do with the decision; I am simply trying to make sure it is clear what he is talking about.

MR. BREWIN: I wonder if I might ask him again about that.

Q. You have put the estimated value at the date of sale under that figure and I will just show it to you on the form, $2,500. You observe that? For what is that; is that the estimated value of the house and land, real estate, or does it include what you estimate the value of the business to be?

A. We estimate the value of the house to date and the business put together.

THE SUB-COMMISSIONER: Q. At $2,500.?

A. Yes.

MR. CHRISTIE: That is quite fair.

MR. BREWIN: I will have to ask him if his father agrees on that.

I think that is all, thankyou.

MR. CHRISTIE: That is for both of them?

MR.BREWIN: No. I will call the father as a witness. I presume you wish to cross-examine this witness?

MR. CHRISTIE: Yes; definitely.

MR. BREWIN: I will call the father later.

CROSS-EXAMINATION BY MR. CHRISTIE:

Q. Mr. Hatanaka, I produce the J.P. Form dated March 28, o942. Is that your signature here (Indicating)? A. Yes.

Q. That is your signature?

A. Yes.

MR. CHRISTIE: I am filing this as Exhibit 3.

(J.P. FORM, MARKED EXHIBIT NO.3)

MR. BREWIN: Your honour, on this claim we claimed that the value of the property is $2,500. and that the amount at which the Custodian sold the property was $1,200. and therefore that the total claim was $1,300. or a half of that, namely, $650. in each case. It appears that we were in error, that the amount at which the property was actually sold was $1,300. so that instead of $1,200. that will reduce each claim by $50., and I would like leave to amend my claim.

THE SUB-COMMISSIONER: If this witness is right there also should come off whatever is taken off in respect of the business.

That is a matter of further evidence.

MR. BREWIN: Yes. I think we will wait and hear the further evidence; but the $50. should clearly come off.

MR. CHRISTIE: Q. I produce here a photo. Is that a picture of the property in question?

A. Yes.

MR.CHRISTIE: I tender this as Exhibit 4. It is a photo of the property.

(PHOTOGRAPH OF CLAIMANT'S PROPERTY, MARKED EXHIBIT NO.4)

Q. When you bought this property in 1941 do you know how old this building was?

A. No.

Q. Of what material was this building constructed Mr. Hatanaka? A. Wood, lumber.

Q. What kind of lumber?

A. I would not know.

Q. Was it rough lumber? A. No.

Q. And, how did you heat this place; with stoves, or how? A. Stoves.

Q. With stoves. Was this building on posts?

A. Cement, I think it was.

Q. Are you sure?

A. Yes. It was cement, yes, sir; that is right.

Q. What about the condition of the paint of the building?

A. As I recollect it was in good condition.

Q. It was painted? A. Yes.

Q. That is all, thankyou.

MR. BREWIN: I will call Mr. Shuzo Hatanaka. I do not know; we are dealing with Frank's claim now - are we?

THE SUB-COMMISSIONER: We will hear the evidence together. We are hearing the evidence together.

MR. CHRISTIE: I will have to enter them separately and I will mark the exhibits separately.

THE SUB-COMMISSIONER: Instead of calling the witnesses twice we are simply applying the evidence taken in each case.

MR. CHRISTIE: One is the father and one is the son.

MR. BREWIN: Yes.

SHUZO HATANAKA, the claimant herein, being first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q. Mr. Hatanaka, is this your signature on this document entitled "Real Estate Other than Farm"?

A. Yes.

Q. Are the facts stated there correct?

A. Yes.

MR. BREWIN: That will be Exhibit 5.

(PARTICULARS OF REAL ESTATE OTHER THAN FARM, MARKED EXHIBIT NO.5)

Q. Now, you bought this property in 1941?

A. Yes.

MR. CHRISTIE: Are we marking this, this particulars of the Real Property, as an exhibit?

THE SUB-COMMISSIONER: It has only the one number and it is owned by both. All the exhibits will apply to both. Mark them in this case and if you report the other separatelymark them under the same numbers.

MR. BREWIN: Q. How much did you pay for the property?

A. $1,575., is it?

Q. Yes; and that is what you paid for the land and the buildings? A. Yes.

Q. Did you buy the business part, the stock-in-trade and goodwill separately?

A. Yes.

Q. How much did you pay for that?

A. I paid $950.

Q. $950. Well, that is pretty close.

Now, I see here on this form that the estimated value at the date of sale is $2,500. Does that $2,500. estimate which you have on there include the business or is it just the land and buildings?

A. This price is for the house, and the land and the store premises.

Q. The other witness, your son, has given evidence that you sold something to do with this business for $500. What did you sell for $500.?

A. It was a forced sale due to hurried evacuation and whilst the price was very low I had to sell at that figure.

Q. You still have not answered my question.

A. The stock-in-trade of the business.

THE SUB-COMMISSIONER: Q. The what?

A. The stock-in-trade of the business.

MR. BREWIN: Q. And, does your estimate of $2,500. include that? A. No. This is, as I said

before, for the property, the house and the business premises.

Q. I see. Now, have you any explanation to give as to why you estimated that at $2,500., when you acquired the house and the premises for $1,575., in 1941?

A. I bought it at $1,575. The Custodian sold it at $1,200 but I consider that the valuation today is $2,500.

Q. Have you any explanation, do you want to give any explanation of why the increase?

A. I considered the store alone was worth $1,500., and I sold it for $500. and I consider that a conservative and cheap price.

Q. What was the condition of the property when you left it?

A. I took great care of the garden and the house was in good condition when I left it.

Q. I understand that the property was rented when you left to a Mr. or Mrs. Chan for $480. a year. Is that correct?

A. I let the house for $20. and the living-quarters at the back for $10. I rented it for this price in view of the fact that I had left furniture and things like that there and I reduced the price so they should look after it.

Q. And subsequently it would appear - May I show him this?

MR.CHRISTIE: Let us file it. That is the lease.

MR. BREWIN: Yes. Subsequently the Custodian perhaps arranged a lease to Mrs. May Chan for $480. a year.

MR. CHRISTIE: What is the date of that?

MR. BREWIN: It is dated April 27, 1942. This is just a copy.

Q. Did you ever sign a lease?

A. That is the question?

Q. I asked you if you signed a document like that? A. No, I did not sign it.

MR. CHRISTIE: I tender this as Exhibit 6, a lease from the Claimant to Chan.

(LEASE, MARKED EXHIBIT NO.6)

MR. BREWIN: That is all, thank you.

CROSS-EXAMINATION BY MR. CHRISTIE:

Q. I produce the J.P. Form, dated March 28, 1942. Is that your signature?

A. Yes. I signed that.

MR. CHRISTIE: I am tendering this as Exhibit 7. We had better distinguish those.

(J.P. FORM (S. Hatanaka), MARKED EXHIBIT No.7)

Q. Was this property fenced?

A. Yes.

Q. What kind of plumbing did you have?

A. Plumbing like in an ordinary house.

Q. Was there an inside or outside toilet?

A. Inside.

Q. Inside. That is all, thank you.

THE SUB-COMMISSIONER: Any other documentary evidence?

MR. CHRISTIE: Yes, I have, your honour.

Is that the case?

MR. BREWIN: That is the case.

MR. CHRISTIE: It is submitted, your honour, that this property was sold at its fair market value.

I have certain exhibits to file. I have to go through these two files in order to locate them.

I am filing as Exhibit 8 the Certificate of Encumbrance, which shows that the two claimants are joint tenants.

(CERTIFICATE OF ENCUMBRANCE, MARKED EXHIBIT NO.8)

I file as Exhibit 9 Notice of Assessment,1943.

Do you wish to see this?

MR. BREWIN: No.

(NOTICE OF ASSESSMENT, 1943, MARKED EXHIBIT NO.9)

As Exhibit 10 I file two tenders made by Mrs. May Chan.

(TWO TENDERS (MRS.MAY CHAN) MARKED EXHIBIT NO.10)

The first one is in the amount of,the amount of $$1,000., dated September 27, 1943; the second is in the amount of $1,300., dated November 18, 1943.

MR. BREWIN: Does the correspondence show, as it does in so many of these cases, that the tender

was made after a letter written by the Custodian pointing out that not less than $1,300., the amount of the valuation ---?

MR. CHRISTIE: I do not see it in the file. I know that has been in other cases.

MR. BREWIN: It says "In reply to your letter of November 8." Have you a copy of a letter of November 8? I will not insist on it. I assume that that practice was followed?

MR. CHRISTIE: It is a frequent practice, I agree with my friend.

And finally I file the Real Property Summary as Exhibit 11.

(REAL PROPERTY SUMMARY, MARKED EXHIBIT NO.11)

MR. BREWIN: I found on my friend's file and I will ask him to produce it, if he will, a report on this property by Mr. Salter, which casts a little different light on it, in my submission, to the report of Mr. Reid.

MR. CHRISTIE: Here is a report of Salter. I do not know whether or not this is the one.

MR. BREWIN: It does not refer to it at all. Have you any other letter in your file? I have a note in my file that there was a report from him.

MR. CHRISTIE: I will go through the files. That is just referring to personal belongs there.

MR. BREWIN: Yes.

MR. CHRISTIE: Here is another one from Salter. Wait until I see. There; there is a report from

Salter. Perhaps that is what you want. Look that over.

MR. BREWIN: Thank you. This does not, perhaps, add very much. This is a report from Mr.G.L. Salter, to the office of the Custodian and I wanted to read this into the record: It is dated April 13, 1942, a statement made by him that under the heading prospects for continued operation:

> "Fairly good, as, although the store is small, it seemsit serves quite a large district without competition. Hatanaka states he has done fairly well in this location."

I think possibly that is the only reference I wish to make to it.

MR. CHRISTIE: You are just reading it into the record, you are not filing it?

MR. BREWIN: No. I notice there is a business report, inventory of the business assets. Mr. Hatanaka's valuation on the set of assets described here is ---

THE SUB-COMMISSIONER: That has nothing to do with this claim?

MR. BREWIN: No, I suppose not. It does support his own statement, though. They did succeed in selling it to somebody who was going to operate the business there; they sold it as a business location.

THE SUB-COMMISSIONER: There will come a time when the distinction between goodwill and the value of a business property is rather a hard line to distinguish.

MR. BREWIN: Yes; in fact, I would certainly argue, and I think I have argued to the Commissioner, that goodwill is in certain cases something that enhances the value of real property. Of course, in this case the claimant did sell some of the other assets of the business so one can hardly claim that it was sold as a going concern. On the other hand, I think the location, the fact that people had been coming there to use it as a grocery store and so on ---

THE SUB-COMMISSIONER: --- would add to the value of the real estate?

MR. BREWIN: --- would add to the value of the real estate.

MR. CHRISTIE: That is the defence.

THE SUB-COMMISSIONER: Very well.

(PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch

"A.G. VEITCH"
Official Reporter.

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

M.A. Miller

1947 Case no 1118

IN[illegible] apanese Canadians for Property Losses.

TO: [illegible]DGED

1548 Toronto

THIS FILE: Cases 1118 & 1119

per: A. G. VEITCH, C.S.R.
OFFICIAL REPORTER
SUPREME COURT OF ONTARIO
314 MANNING CHAMBERS
TORONTO

[illegible]r, 1947, I submit the following claim:

(1) [illegible] (RCMP) Reg. No. 00370

(2) Pre-Evacuation Address [illegible] Avenue, [illegible]ncouver, B.C.

(3) Present Address 39 Grant Street, Toronto, Ontario.

Best

(4) REAL ESTATE

(a) Street Address (if any) 43 E. 5th Avenue, Vancouver, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
West half of Lot 12, block 23, district Lot 200 "A" Group 1
N.W.D., Plan 197

(c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) Residence Type of business
(iii) ~~Business~~
(iv) Any other type of property (describe)

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

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 1250.00
(v) Amount at which Custodian sold property and credited your account - - $ 600.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 650.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

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

(c) How stored or packed at time of evacuation

(over)

1947 Case no 1118

IN [illegible] apanese Canadians for Property Losses.

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

ACKNOWLEDGED

1548 Toronto

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

(1) NAME Hatanaka (Print) Surname Frank Y. Given Name (RCMP) Reg. No. 00370

(2) Pre-Evacuation Address 43 E. 5th Avenue, Vancouver, B.C.

(3) Present Address 39 Grant Street, Toronto, Ontario.

Best

(4) REAL ESTATE

(a) Street Address (if any) 43 E. 5th Avenue, Vancouver, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
West half of Lot 12, block 23, district Lot 200 "A" Group 1
N.W.D., Plan 197

(c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) Residence Type of business
(iii) ~~Business~~
(iv) Any other type of property (describe)

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

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 1250.00
(v) Amount at which Custodian sold property and credited your account - - $ 600.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 650.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

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

(c) How stored or packed at time of evacuation

(over)

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

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

1. _____ Estimated Value $_____
2. _____ Estimated Value $_____
3. _____ Estimated Value $_____
4. _____ Estimated Value $_____
5. _____ Estimated Value $_____
6. _____ Estimated Value $_____
7. _____ Estimated Value $_____
8. _____ Estimated Value $_____
9. _____ Estimated Value $_____
10. _____ Estimated Value $_____

TOTAL CLAIM FOR PROPERTY LOSS $_____

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) - $ 65,000

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

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

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

DOMINION OF CANADA)
of)
TO WIT:)

I, Frank Y. Hatanaka of the City of Toronto in the Province of Ontario

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 Toronto in the County of York this 24th day of November A.D. 1947.)

F Hatanaka

R A Best. 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.

_____

NOV 29 1947

Case 1119

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.

ACKNOWLEDGED

1397 Toronto

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

(1) NAME HATANAKA (Print) Surname SHUZO Given Name (RCMP) Reg. No. 02271

(2) Pre-Evacuation Address ~~45~~ 43 E 5TH AVE, VANCOUVER, B.C.

(3) Present Address 161 SYDENHAM ST. TORONTO, ONTARIO

(4) REAL ESTATE

(a) Street Address (if any) 43 E. 5th ave City or Municipality, Vancouver, Province BC

Best

(b) Legal description (lot number, block number, section number, etc.)
WEST HALF OF LOT 12,
BLOCK 23, DISTRICT LOT 200 "A"
GROUP 1, N.W.D. PLAN 197

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

~~(i) Farm~~
(ii) Residence
(iii) Business
Type of business GROCER & CONFECTIONERY
(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.) Owner of One half Interest

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

(i) Land - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $
(½ interest)
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ ~~1,250.00~~ ~~2,500.00~~
(v) Amount at which Custodian sold property and credited your account - - $ 1300.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ ~~650.00~~ 1200.00.
(One half this amount).

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
43 E 5th ave and at 655 E. CORDOVA ST. (ATTIC)

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

(c) How stored or packed at time of evacuation
STORED IN BASEMENT & ATTIC. PACKED IN BOX

(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") In no one's care.

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

1. See attached list Estimated Value $
2. One copy provided to Custodian. Estimated Value $
3. Estimated Value $
4. Estimated Value $
5. Estimated Value $
6. Estimated Value $
7. Estimated Value $
8. Estimated Value $
9. Estimated Value $
10. Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 1259.83

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) - - -

HATANAKA, Frank Y.
(Claimant's Name)

EXHIBIT No. 111 f-1
DATE October 15 1946
FILLED BY F. A. Brewin

REAL ESTATE
(Other than farm)

EXHIBIT No. 111 g-1
DATE OCT 13 1948
FILLED BY F. A. Brewin

00370
Reg. No.

(1)

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) Store with living quarters at rear and upstairs - 2 storey building	Store - 1 Living quarters - 5	Frame	Business & residential	25 x 120	1941	Aug.

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential	$ 1575.00 (house) 1000.00 (business)	1941 - repaired back porch and stairs - $ 50.00 1942-43 - repairs made by the Custodian - $ 71.50	$ 2,500.00

Comments re upkeep of premises:

Building in good condition at time of evacuation.

Comments re Appraiser's report not covered above:

Rented by claimant for $ 480.00 yearly.
Business yielded $ 1000.00 yearly.

Summary

Original claim:	$ 2,500.00
Sold by custodian:	1,300.00
Claim:	$ 1,200.00

Claimant's ½ interest - $ 600.00

F. Hatanaka
Signature

HATANAKA, Frank Y.
(Claimant's Name)

REAL ESTATE
(Other than farm)

00370
Reg. No.

(2)

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) House at rear of property	3	Frame	Residence	25 x 120	1941	Aug.

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential	Purchased with other building.	House did not need repair	

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

F. Hatanaka
Signature

EXHIBIT No. 1119-2
DATE Oct 13/48
FILED BY K A Christie
mw

EXHIBIT No. 1118 - 2
DATE Oct. 13 1948
FILED BY K. A. Christie

J. R. REID & CO.

515 Granville Street
Vancouver, Canada

November 1st, 1943.

No. 344 House 43 East 5th Avenue.

5 room house with bath and store front, on 25 foot lot.

3 room down and 2 up.

Basement with poor floor and no furnace.

3 room cottage in rear with no basement.

Property in very poor condition.

Valuation $1,300.00.

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

Jan. 3, 1948

C. McClaughan
mw

FORM "JP"

FILE No. 1548

EXHIBIT No. 1118 - 3
DATE Oct 13/48
FILED BY K A Christie
mw

POWELL STREET
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

EXHIBIT No. 1119 - 3
DATE Oct. 13 1948
FILED BY K. A. Christie

NAME: HATANAKA Frank Yoshitaka

HOME ADDRESS: 43 E. 5th Avenue, Vancouver, B. C.

REGISTRATION NUMBER 00370 SEX: Male AGE: 23

OCCUPATION: Millhand

(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: Robertson & Hackett Ltd., Vancouver, B. C.

MARRIED? Single.

NAME OF WIFE OR HUSBAND: - - -

ADDRESS OF WIFE OR HUSBAND: - - -

NAMES OF ANY LIVING CHILDREN: - - -

ADDRESS OF CHILDREN: - - -

AGE OF CHILDREN: - - -

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

1. LOCATION AND DESCRIPTION: "A" 1½ storey frame store and dwelling at rear, situate and being No. 43, north side of 5th Avenue E, Vancouver. B. C. Certificate of Title No. 65404"L". "W½ 12/23/200 A"
"B" One storey frame building at rear of No. 43 - 5th Ave E. Vancouver, B. C. Certificate of Title No. 65404 "L".
Above property is in the hands of Pemberton's, 418 Howe Street, Vancouver, for administration.

2. BUILDINGS AND OTHER IMPROVEMENTS: see Clause 1.

3. INSURANCE (Give particulars; state where policies are) Policy 720476 Dominion Fire Insce Co. ($600) on buildings "A", and Policy No. 167086 Dominion Fire Insce Co. ($200) on building "B" described clause 1. Beneficiary both policies stated as "Estate of John Fisher" but declarant states now altered to Shuzo Hatanaka and FrankmY. Hatanaka. Policies written by Vancouver office. (owners possn.

4. TAXES (Amount and where payable) Approx $45 per annum payable at City Hall, Vancouver paid to date.

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

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by declarant.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Land Registry Office, Court House, Vancouver, B. C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None Shuzo Hatanaka (Father)

9. IF FARM LAND STATE CROPS SOWN - - - -

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 43 E. 5th Avenue, Vancouver, B. C. Store & dwelling.

2. LANDLORD'S NAME AND ADDRESS: Declarant is part owner.

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

4. STATE WHEREABOUTS OF LEASE: - - -

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: - - -

STATEMENT OF PERSONAL PROPERTY OWNED:

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

None

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

FORM "JP

4. INSURANCE CARR

5. MORTGAGES, LIE

OTHERS:

6. MONEYS OWING T

7. BONDS, DEBENTU

8. BANK ACCOUNTS:

9. LIFE INSURANCE
Premiums paid to

10. INTEREST IN ANY

11. SAFETY DEPOSIT

LIABILITIES:

1. PERSONAL DEBTS

2. TRADE DEBTS:

I, the undersigned, h
tected area as set out ab
tures, bonds or other secu

I certify that the ab
every description in any
and indirect.

Dated this 28th

"illegible si
Witn

FOR DEPARTMENTAL

ry Office, Court House,
couver, B. C.
~~None~~
tanaka (Father)

, B. C.

r.

D: - - -

d) - - -

ITURE, FIXTURES,
ONAL EFFECTS:

S None

INTEREST IN, OR

FORM "JP

FILE No.

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: $1000 policy with Sun Life Assce Co., Vancouver. No. 2199549. Premiums paid to Nov. 1st, 1942. Policy in owners possession. Beneficiary, Masao Hatanaka (Mother).

10. INTEREST IN ANY ESTATES OR TRUSTS "8447" 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 28th day of March 1942.

(Signature) "F. T. Hatanaka"

"illegible signature"
Witness

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

FOR DEPARTMENTAL USE

Jan. 3. 1948

C. McLaughlan
MW

EXHIBIT No. 1116 - 4
DATE OCT 13 1948
FILLED BY
R. A. Christie

EXHIBIT No. 1119 - 4
DATE OCT 13 1948
FILLED BY
R A Christie

HATANAKA, Yoshitaka Frank
HATANAKA, Shuzo
43 East 5th Ave. Vancouver, B. C.
Evac. File 1548
Evac. File 1392

Picture Taken May 3, 1943.

HATANAKA, Shuzo
(Claimant's Name)

EXHIBIT No. 111 g - S
DATE OCT 13 1948
FILLED BY R A Christie

REAL ESTATE
(Other than farm)

EXHIBIT No. 111 f - S
DATE OCT 13 1948
FILLED BY R A Christie

02271
Reg. No.

(1)

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) Store with living quarters at rear and upstairs - 2 storey building	Store - 1 Living quarters - 5	Frame	Business and residence	25 x 120	1941	Aug.

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential	$1575.00 - House $1000.00 - Business	1941 - Repaired back porch and stairs - $ 50.00 1942-43 - Repairs made by the Custodians - $ 71.50	$ 2,500.00

Comments re upkeep of premises:

Building in good condition at time of evacuation.

Comments re Appraiser's report not covered above:

Rented by claimant at $ 480.00 year.
Business yielded $1,000.00 yearly

Summary

Original claim:	$ 2,500.00
Sold by Custodian:	1,300.00
Claim:	$ 1,200.00

Claimant's interest - ½ - $ 600.00

Shuzo Hatanaka
Signature

HATANAKA, Shuzo
(Claimant's Name)

REAL ESTATE
(Other than farm)

02271
Reg. No.

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) House at rear of property	3	Frame	Residence	25 x 120	1941	Aug.

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Residential	Purchased with other building	Home did not need repairs	

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

Signature

"Stamp"
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAY 11 1942

EXHIBIT No. 1118 - 6
DATE Oct. 13 1948
FILED BY K. A. Christie

EXHIBIT No. 1119 - 6
DATE Oct. 13 1948
FILED BY K. A. Christie

THIS INDENTURE made in triplicate the Twenty-seventh (27th)

day of - April - in the year of our Lord nineteen hundred and forty-two (A.D. 1942),

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN: FRANK YOSHITAKA HATANAKA and SHUZO HATANAKA, both of 43 East Fifth Avenue, in the City of Vancouver, in the Province of British Columbia,

Hereinafter called THE LESSOR of the FIRST PART:

and: MRS. MAY CHAN, wife of Lester Chan, of the City of Vancouver, in the Province of British Columbia,

Hereinafter called THE LESSEE of the SECOND PART:

WITNESSETH than in consideration of the rents, covenants, conditions and agreements hereinafter respectively, reserved and contained, the lessor doth demise and lease unto the Lessee, his or their Executors, Administrators and Assigns, ALL AND SINGULAR the premises described as the one and a half storey frame store and dwelling situate on the Easterly part of the front portion (approximately 20 x 50 feet in size) of the Westerly half of Lot Twelve (12) Block Twenty-three (23) District Lot Two Hundred A (200A), and numbered 43 East Fifth Avenue, in the City of Vancouver, in the Province of British Columbia,

FROM the Twenty-fifth (25th) day of April nineteen hundred and forty-two - A. D. 1942, FOR the term of - Two (2) years - -

thence ensuing and expiring on the Twenty-fourth (24th) day of - April - nineteen hundred and forty-four A. D. 1944, YIELDING therefor during the said term the clear sum of Four Hundred and Eighty xx/100 Dollars ($480.00) - of lawful money of Canada Payable on the following days and times, without deduction or abatement for any reason whatsoever, that is to say: The sum of Twentyxx/100 Dollars ($20.00) per month, each month, due and payable strictly in advance on the Twenty-fifth (25th) day of each and every month during the term hereby granted.

~~such rent to be paid each and every month in advance on the day of each and every month of the said term~~ at the office of PEMBERTON REALTY CORPORATION LIMITED, 418 Howe Street, Vancouver, B. C., Agents for the Lessor.

AND THE SAID LESSEE covenants with the said Lessor: to pay rent: ~~and to pay taxes~~, and to pay for electricity, gas and telephone charges; and to repair; (reasonable wear and tear and damage by fire and tempest excepted.)

AND THE SAID Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

THAT THE SAID Lessee will leave the premises in good repair (reasonable wear and tear and damage by fire and tempest excepted.)

AND will not assign without leave.

AND will not sub-let without leave.

THAT the Lessee further covenants with the Lessor:

1. That he will give to the Lessor or his agent immediate notice of any defect in water, gas or other pipes or fixtures, heating apparatus, electric or other wires and fixtures or sidewalk area lights.

2. That he will keep and leave whole and in good order all water, gas, electric fixtures, glass - including plate glass, pipes, faucets, locks, fastenings, hinges, window shades, sash cords, heating and cooling apparatus under control of and used by the Lessee.

3. That he will at all times keep the grates of any furnaces or heater clear and free from the accumulation of ashes and debris, and will clean and sweep all chimneys whenever necessary or required, and will not waste water.

4. That he will not use the premises nor allow the premises to be used for any other purpose than that for which the premises are leased, namely:

Space One Groceryand Confectionery store

5. That he will not carry on, nor allow to be carried on, on the premises any sales by auction, and will not carry on any work, business, occupation, act or thing whatsoever, which may be or become a nuisance or annoyance to the Lessor, the public or any other occupant of the said building of which the demised premises form a part, or which may increase the hazard of fire or liability of any kind or which may increase the premium rate of insurance upon the said building against public liability, damage or loss by fire, or invalidate any policy of insurance of any kind upon or in respect of the same.

6. That he will keep the demised premises open for business during the period permitted by law on every business day, and will keep all display windows in the demised premises lighted until midnight each and every night to a degree not less than the lighting in adjoining stores used for retail merchandising.

7. That he will not make any alterations in the structure, plan or partitioning ofthe premises, nor install any plumbing, piping, wiring or heating apparatus without the written consent of the Lessor or his agent first had and obtained, and at the end or sooner determination of the said term will restore the premises to their present condition if called upon to do so by the Lessor, but otherwise all repairs, alterations, installations and additions made by the Lessee upon the premises, except gas and electric fixtures shall be the property of the Lessor and shall be considered in all respects as part of the premises. AND will indemnify and save harmless the Lessor from and against any and all manner of claims for liens for wages or materials, or damage to persons or property, caused during the making of or in connection with any repairs, alterations, installations and additions which the Lessee shall make or cause to be made on the premises. AND will not allow the Lessor to post and will keep posted on the premises any notice that the Lessor may desire to post under the provisions of the "Mechanics Lien Act" and at the request of the Lessor or his agent, will give the Lessor an agreement signed by all contractors and suppliers of material, waiving all their right to file or register any lien or to hold the Lessor liable for any payment or compensation for any such repairs, alterations, or additions.

8. That he will provide receptacles for refuse and rubbish of all kinds, and will attend to the removal of same from the premises at regular intervals, and will not keep nor leave any boxes, packing material or rubbish of any kind, in, on, or near the premises, and will keep all sidewalks adjacent to the premises clean and free from rubbish, ice and snow.

9. That he will comply promptly at his own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Dominion, Provincial, Civic, Municipal and otherauthorities or Association of Fire Insurance Underwriters or Agents, and all notices given in pursuance of such laws, ordinances, regulations, requirements and recommendations whether served upon the said Lessor or upon the Lessee, and will indemnify and save harmless the Lessor from and against any and all manner of action or causes of action, damages, loss, costs or expenses which he, the lessor, may sustain, incur and be put to by reason of any neglect of the Lessee to comply promptly with such laws, ordinances, regulations, requirements and recommendations.

10. That he will allow notices "For Sale" to be put and remain on the said demised premises in a conspicuous position and for at least sixty days before the expiration of this lease allow a notice "To Let" to be put and remain on the premises, and will allow prospective purchasers or tenants to enter and inspect the premises on any day except Sunday, during reasonable hours.

11. That he will not cover nor obstruct the glass doors, partitions, transoms, windows, lights and skylights which reflect or admit light into any passageway or other place in the said building.

12. That he will not erect, fasten or place on the demised premises any advertising sign without the written consent of the Lessor first had and obtained and that he will keep and leave all brass, copper or other metals and all windows in, on and attached to the premises cleaned and polished.

13. That he will not bring into or upon the premises any safe, motor, machinery, or other heavy articles without the consent of the Lessor first had and obtained, and will not place in, on, or about the demised premises material of a weight beyond the capacity for which the building is designed or to the extent that will cause damage to the said building, and in case of dispute as to the capacity of said building, the decision of the Building Inspector of the City of Vancouver as to such capacity shall be final and binding on both the lessor and lessee.

THE LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

a. That the whole contract and agreement between the parties hereto is set forth herein, and that no representation, warranty or condition shall be binding on the Lessorunless herein contained, and that no agreement collateral hereto shall be binding upon the Lessor unless it is made in writing and signed by the Lessor.

b. That the Lessee has examined the said demised premises and agrees to accept the same in their present condition, and that the said Lessor shall be under no obligation or liability to make any repairs, re-decorating, repainting or improvements except such as are set forth in the schedule hereto marked Schedule "B" and signed by the Lessor. The said Lessor may complete such repairs, re-decorating, repainting or improvements, if any, withing a reasonable time, but shall not be under any liability whatsoever if such repairs are not completed at the time possession of the said demised premises is given to the Lessee.

c. That no waiver of nor neglect to enforce the right to forfeiture of this lease or the rightof re-entry upon breach of covenants, conditions or agreements herein contained shall be deemed to be a waiver of such rights upon any subsequent breach of the same or any other covenants, condition or agreement herein contained.

d. That the making of any repairs at any time by the Lessor shall not be deemed to creat an agreement by the Lessor to make the same or any other repairs at any other time nor create any liability on the part of the Lessor arising by reason of the demised premises not being in good repair or by reason of any defect in said demised premises.

e. That notwithstanding that the Lessor is under no obligation to make any repairs under the provisions of this lease other than those set forth in Schedule "B" hereto, the Lessor may, if he so wishes, enter upon the demised premises to make any repairs, decorating or repainting he deems necessary to improve or preserve the demised premises, and such entry shall not be deemed to be a breach of the covenants herein contained for quiet enjoyment, but nothing contained in this clause shall render the Lessor liable to make any repairs to or be responsible for the defective condition of the demised premises at any time.

f. That any notice to be served hereunder shall be deemed to be sufficiently served on the Lessee if addressed to the Lessee and left with an adult person on the demised premises, or if the premises be locked or no adult person be on same; such notice shall be placed in an envelope and put under the door at the main entrance of the said demised premises.

g. That if the Lessor should be unable to obtain possession of the demised premises at the time herein provided for the commencement of the said term, neither the Lessor nor his agent shall be liable forany damage or loss caused to the Lessee thereby, and the Lessor and Lessee agree that in the event the Lessor should be unable within from the date on which the Lessee is entitled to possession under the provisions of this lease, to give to the Lessee possession of the said demised premises, then in such case the Lessee may by notice in writing, cancel this lease, and thereupon this lease shall be no longer binding on the Lessee, but the Lessee shall not be entitled to any costs, damages, compensations or expenses in respect of the failure of the Lessor to give possession of the said demised premises as provided in this lease. If however the Lessee elects not to give notice as aforesaid to the Lessor cancelling this lease, then this lease shall be binding upon the Lessee, and upon the Lessor giving possession of the said demised premises to the Lessee, the Lessee shall pay rent as and from the date such possession is so given, the rent to be payable for the term thereafter shall be paid on the days and in the manner set forth in this lease, and the said term shall terminate at the time set forth herein, and shall not be extended after said date because possession was not given on the date hereinbefore set forth as the commencement of the term.

h. That the Lessor shall not be responsible for any loss or damage caused by any overflow or leakage of water from any part of the said building or any adjoining buildings occasioned by the use or misuse of water or by the breaking or bursting of any pipes or plumbing fixtures or by seepage from adjoining lands or premises or in any other manner and shall not be responsible for any loss or damage by an act or misadventure to or arising from the use or operation of any machinery, elevator, heating apparatus, electrical apparatus, electrical wiring and other fixtures or by reason of any structural defects in the building or premises or by any other matter or thing whatsoever.

i. That where the Lessor supplies water heat, light, power, elevator service, or any one or more of them to the Lessee upon the said premises, the Lessor shall not be liable for any loss or damage caused to or sustained by the Lessee by reason of the failure of the Lessor to supply such water, heat, light or power unless the Lessor fails, after notice of the failure to supply of such heat, light, water, power or elevator service, to take steps to remedy and fails to remedy within a reasonable time the cause of such failure, and in any case shall not be liable for failure to supply such water, heat, light, power or elevator service when such failure is occasioned by some cause not situate in the demised premises or on the premises of which the demised premises form a part.

j. That no space attached, appurtenant to or connected with the premises lying in, on or under any public highway or other public or quasi-public property is included in this lease, and that the Lessor shall not be responsible for any loss or damage cause d by any interference with or taking away of the whole or any part thereof and that the Lessee shall not be relieved from any of the covenants and donditions of this lease nor be entitled to any abatement of rent in respect of any such interference or taking away.

k. That in the event of the said building or the premises being condemned in whole or in part because of the unsafe condition thereof, this lease shall cease and determine upon the date of such condemnations, and the Lessor shall not be responsible for any loss, damages, or expense which the Lessee may suffer or incur by reason of the same.

l. That if the Lessor shall suffer or incur any damage, loss or expense or be obliged to make any payment for which the Lessee is liable hereunder by reason of any failure of the Lessee to observe and comply with any of the covenants of the Lessee herein contained, then the Lessor shall have the right to add the cost or amount of any such damage, loss, expense or payment to the rent hereby reserved, and any such amount shall thereupon immediately be due and payable as additional rent and recoverable in the manner provided by law for the recovery of rent in arrears.

m. That in case the premises or any part thereof shall at any time during the said term be burned down or damaged by fire so as to render the same unfit for the purpose of the Lessee, the rent hereby reserved or a proportionate part thereof according to the nature and extent of the damage sustained, shall be suspended and abated until the premises shall have been rebuilt or made fit for the purpose of the Lessee, or at the option of the Lessor the said term shall in such case forthwith come to an end, and the Lessee shall cease to be held liable for payment of rent except such rent as shall have already accrued due, and shall be entitled to be repaid any rent paid in advance for the balance of the period so paid for in advance.

n. That whenever the Lessor shall be entitled to levy distress against the goods and chattels of the Lessee, he may enter in the said demised lands and premises and for the purpose of entering upon said lands and premises he, or his servants and agents may break and force open any doors, locks, bars, bolts, fastenings and hinges necessary to permit such entry on to the demised premises, and he shall not be liable in any action in any court for such entry, and shall not be liable for any loss or damage occasioned thereby, and the Lessee hereby expressly releases the Lessor from any action and actions, cause and causes of actions, claims and demands which he may have against the Lessor but for this clause, on account of or in respect of such forcible entry, or any loss or damage occasioned by the Lessee in connection therewith.

o. And in case the Lessee shall become insolvent or bankrupt, or make any assignment for the benefit of creditors, or being an incorporated company if proceedings be begun to wind up the said company compulsorily, this lease shall at the option of the Lessor cease and be void, and the term hereby created expire and be at an end, anything hereinbefore t the contrary notwithstanding, and the then current month's rent and three (3) months' additional rent shall thereupon immediately become due and payable, and the Lessor may re-enter and take possession of the premises as though the Lessor or his servants or other occupant or occupants of the premises were holding over after the expiration of the said term, and the term shall be forfeited and void.

p. 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 the rent shall be at the same rate as the last month of the term hereby granted payable in advance each and every month.

q. That if the Lessee shall abandon the said premises or remove his goods and chattels from the said property without formally or otherwise surrendering the said premises unto the Lessor, it shall be lawful for the said Lessor to enter on the said demised lands and premises, and for the purpose of entering upon the said lands and premises he or his servant or agents may break and force open any doors, locks, bars, bolts, fastenings and hinges necessary to permit such entry on to the demised premises, and he shall not be liable in any action in any Court for such entry, and shall not be liable for any loss or damage occasioned to the Lessee by reason of his re-entering and retaking possession of the said demised premises as aforesaid.

r. That the sole and exclusive right to use or to lease to others for their use the roof or exterior side and rear walls of the said building is reserved to and retained by the Lessor.

s. That the Lessor shall have the right at any time during the said term but not under any obligation by reason of this clause, to repair, remodel, alter, improve or add to the premises or the whole or any part of the building of which the premises without compensation or responsibility to the Lessee and for such purposes, if necessary, to enter into, pass through, work upon, and attach scaffolds or other temporary structures to the premises, putting the Lessee to no unnecessary inconvenience.

t. The Lessor and Lessee hereby agree that in the event that the demised premises or any portion thereof should encroach upon the adjoining property, and the Lessor should be compelled to remove such encroachment, then in such case the Lessor should be entitled to enter upon the demised premises and take whatever steps may be necessary to remove or correct such encroachment, and in such case the Lessee shall not be entitled to any compensation for such re-entry or intereference with his possession, but in such case the Lessee may in the event the Lessor shall re-enter for the purpose of correcting such encroachment, give notice to the Lessor cancelling this lease, and thereupon this lease shall be cancelled and the Lessee released from obligation thereunder, but the Lessee shall not be entitled to compensation for and damage suffered by him by reason of the re-entry by the Lessor or cancelling this lease as aforesaid.

14. PROVISO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

15. THE LESSOR covenants with the Lessee for quiet enjoyment.

16. IT IS UNDERSTOOD AND AGREED between the Lessor and the Lessee that the tenant occupying the house on the rear portion of the said Lot Twelve (12) may have free passageway at all times over the vacant land portion of the demised premises.

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

Jan. 3, 1948

C. McGlighan

m.w.

WHEREVER the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties 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 in the presence of)			SEAL
As to Landlord	)	Landlord	SEAL
SIGNED, SEALED AND DELIVERED in the presence of)			
As to Tenant "W. Johnston"	) "May Chan"	Tenant	SEAL

N. B. - SCHEDULE "B" to be typed and added.

DATED April 27th, 1942, 19____

FRANK YOSHITAKA HATANAKA
and
SHUZO HATANAKA

TO

MRS. MAY CHAN

STORE LEASE

Premises 43 East 5th Avenue

Term 2 (Two) years

Expiry Date April 24, 1944

Monthly Rent $20.00

PEMBERTON REALTY
Corporation Limited
Rental Agents

418 Howe Street Vancouver, B. C.

SGF:BC

FORM "JP"

FILE No. 1392

1118 - 7

POWELL STREET

OFFICE OF THE CUSTODIAN

EXHIBIT No.

DATE Oct. 13/48

JAPANESE SECTION

FILED BY K.A.Christie

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

EXHIBIT No. 1119 - 7

NAME: HATANAKA Shuzo

DATE Oct. 13 1948

HOME ADDRESS: 43 E. 5th. Avenue, Vancouver, B. C.

FILED BY K. A.Christie

REGISTRATION NUMBER 02271 SEX: Male AGE: 52

OCCUPATION: Storekeeper

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

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: ~~Name~~ Masao "8447"

ADDRESS OF WIFE OR HUSBAND: 43 E. 5th. Avenue, Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: Terumi (M)

ADDRESS OF CHILDREN: 43 E. 5th. Avenue, Vancouver, B. C.

AGE OF CHILDREN: 13.

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

1. LOCATION AND DESCRIPTION: (A) 1½ storey frame store and dwelling at rear, situate and being No. 43, north side of 5th Ave. E, Vancouver, B.C. Certificate of Title No. 65404 "L".
(B) One storey frame building at rear of No. 43 E. 5th. Avenue, Vancouver, B. C. Certificate of Title No. 65404 "L".

Above property is in the hands of Pembertons, 418 Howe Street, Vancouver, for administration.

2. BUILDINGS AND OTHER IMPROVEMENTS: See Clause 1

3. INSURANCE (Give particulars; state where policies are) Policy 720476 Dominion Fire Insce Co. ($600) on buildings "A", and policy No. 167086 Dominion Fire Insce Co. ($200) on building "B" described clause 1. Beneficiary both policies stated "Estate of John Fisher" but declarant states now altered to Shuzo Hatanaka & Frank Y. Hatanaka. Policies written by Vancr office. (owner's possession.)

4. TAXES (Amount and where payable) Approx $45 per annum payable City Hall, Vancouver. Paid to date.

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

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by declarant.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Land Registry Office, Court House, Vancouver, B. C.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Frank Y. Hatanaka (Son).

9. IF FARM LAND STATE CROPS SOWN - - -

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 43 E. 5th. Avenue, Vancouver, B. C. Store & dwelling.

2. LANDLORD'S NAME AND ADDRESS: Declarant is part owner.

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

4. STATE WHEREABOUTS OF LEASE: - - -

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: - - -

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Stock of Groceries, Tobaccos, Drug Sundries, Fruits &c. approx. $700.
Scale $75. Cash Register $50. Ice Refrigerator $75. Drink Cooler $25. General Fixtures $180. Ice Cream Cooler belongs to Arctic Ice Co., Vancouver.
Declarant wishes toassign proceeds of above to Lily Y. Hatanaka, daughter, who is running the business.
Household Goods and personal effects as per attached list.

file 8026
declared no
personal property
H. T. L.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY Declarant desires to assign stock of Groceries Tobaccos &c to daughter as described clause 1.
Household goods, personal effects &c to be dealt with by Custodian.

FORM "JP

4. INSURA

5. MORTGA
OTH

6. MONEYS

7. BONDS,

8. BANK AC

9. LIFE INS
premiums

10. INTEREST

11. SAFETY

LIABILITIES:

1. PERSONA

2. TRADE DI

I, the under
tected area as s
tures, bonds or c

I certify th
every descriptio
and indirect.

Dated this

"illeg

FOR DEPARTM

Office, Court House,
C.
. Hatanaka (Son).

ver, B. C.

ID:

aid)

NITURE, FIXTURES,
SONAL EFFECTS:

x. $700.
oler $25. General
ancouver.
ka, daughter, who is

TS None

Y INTEREST IN, OR

assign stock of Groceries

ustodian.

FORM "JP

FILE No.

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: $1000 Policy with Sun Life Assce Co., Vancouver office No. 2222857. premiums paid to date. Policy in owner's possession. Beneficiary, wife, Masao.

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 28th day of March 1942

(Signature) "S. Hatanaka"

"illegible signature"
Witness

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

FOR DEPARTMENTAL USE Jan. 4, 1948

C. McLaughlan

INVENTORY OF HOUSEHOLD GOODS OF SHUZO HATANAKA

	Dining Suite: (a) ~~1 table~~ S (b) 1 buffet (c) ~~6 chairs~~ S	$ 75.00
	Sewing Machine & accessories	50.00
	Bridge Lamp	10.00
	End Table	5.00
4	Pictures and Frames	25.00
2	Scrolls	50.00
	Flower Vases & Accessories for Flower Arrangement	100.00
	Curtains	4.00
	Draperies	1.00
	Blinds	4.50
	Webster Dictionary	10.00
	Linoleum	10.00
4	Double Socket	1.40
	Hat Rack & Shoe Box	10.00
	Umbrella Stand	1.00
5	Beds & Mattress	50.00
	Heater stove & sawdust burner	35.00
	"Butsudan" (Shrine)	350.00
	Linoleum	5.00
10	Globes	2.00
	Trunk	12.00
3	Lunch Boxes	2.00
3	Hot Water Bottles	1.50
	Range & Sawdust Burner	140.00
	Table	5.00
	Table Cloth	.50
4	Chairs	2.00
	Linoleum	2.00
	Kitchenware & Utensiles	75.00
	Clothes Dryer	.95
	Cabinet	2.00
1	Broom	.50
	Axes & Hatchet	2.00
	Wood-working tools	25.00
	Work Bench & Wire	5.00
	Garden Tools	20.00
3	Garbage Cans	3.00
	Lumber	20.00
	Washing Machine	100.00
	Wash Tub & Pails	2.50
	Medicine Chest	2.00
1	Dresser	5.00
3	Curtains	1.50
3	Blinds	4.00
	Books (school)	35.00
2	Drawers	10.00
	Typewriter	25.00
	Electric Iron	5.00
	China Ware	50.00
	TOTAL	$ 1359.85 ? (1357.35)

5. Sold by auction Feb. 24/44 Vancouver 11.

EXHIBIT No. 1118 - 8
DATE Oct. 13 1948
FILED BY K. A. Christie

EXHIBIT No. 1119 - 8
DATE Oct. 13 1948
FILED BY K. A. Christie

CERTIFICATE OF ENCUMBRANCE

LAND REGISTRY OFFICE

VANCOUVER, B. C.

File 1392, 1548.
No. -----minutes 1 P.M. o'clock 22nd day of December, 1942.

I HEREBY CERTIFY that the following is the state of the title to
City of Vancouver,
West half (½) of Lot 12,
Block 23,
District Lot 200 A,
Group 1, New Westminster District,
Plan 197.

viz:

Registered Owner: Shuzo Hatanaka, and
Yoshitaka Hatanaka (Joint Tenants)
45 East 5th Avenue
Vested in the Custodian, filing 35442.

Volume 1026, Folio 65404 L. Indef.

Registered Charges: None

Applications for Registration None

Receiving Order or authorized Assignment under the "Bankruptcy Act": None

Assignment for benefit of Creditors: None

Judgments: None

Mechanics' Liens: None

To:-Custodian's Office

"W. C. Brown"
Registrar.

"C.M.M."
"A.W."

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

Jan. 4, 1948

C. McLaughlan

1118 - 9

EXHIBIT No.

DATE Oct. 13 1948

FILED BY K. A. Christie

1119 - 9

EXHIBIT No.

DATE Oct. 13 1948

FILED BY K. A.Christie

CITY OF VANCOUVER ASSESSMENT ROLL, 1943

AT 12M

Roll No.	Description of Parcel	Value of Improvements	Land Value
	W½ of 12/23/200 A	700	370

TAKE NOTICE that the above described property is assessed for the amount as specified for the year 1943, under the Statute. If you deem yourself overcharged or otherwise improperly assessed, you or your agent may notify the City Clerk in writing, stating the grounds of complaint at least Fourteen Clear Days previous to the first sitting of the Court of Revision, which will be held at the City Hall, Vancouver, B. C. on January 19th, 1943, at the hour of 10 a.m., and your complaint shall be tried in conformity with the provisions of the Statute by the Court of Revision of the City of Vancouver.

Notice of Appeal must be in the hands of the City Clerk not later than JANUARY 4th, 1943.

CHESTER GREEN
Assessment Commissioner.

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

Jan. 4, 1948

E. McLaughlan m.a.

EXHIBIT No. 1118 - 10
DATE Oct. 13 1948
FILED BY K. A. Christie

EXHIBIT No. 1118 - 10
DATE Oct. 13 1948
FILED BY K. A. Christie

43 East 5th Avenue,
Vancouver, B. C.
September 27, 1943.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
675 Hastings Street,
Vancouver, B. C.

Dear Sirs:

I hereby tender $1000.00 on property at 43 East 5th Ave. Catalogue #344.

Enclosed certified cheque for 10%

Yours truly,

"Mrs. May Chan"
(Mrs.) May Chan

Encl.

"F. G. Shears"

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

Jan. 4, 1948

C. McCaughan mw

Attached to 1118 - 10

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
CUSTODIAN OF JAPANESE EVACUEE PROPERTY

VANCOUVER OFFICE

Receipt No. 6985
Date Nov. 18, 1943

RECEIVED from "Mrs. May Chan" "Vancouver"

the sum of "Five Hundred 00/100"----------Dollars

Cash
~~Cash~~
~~Cheque~~
~~Money Order~~

re: "Greater Vancouver Properties" Regn. No. File No.

"Suspense Account"
"Deposit re Cat. 344 Property"
"43 East 5th Ave."

"$500.00"

"C. H. Reed" Cashier
For the Custodian of Japanese Evacuee Property.

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

Jan. 4, 1948

C. McClaughan
MW

1118 - 10

EXHIBIT No.

DATE Oct. 13 1948

FILED BY K. A. Christie

43 Fifth Ave. East,
Vancouver, B. C.
November 18, 1943.

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

Dear Sirs:

Re: Catalogue No. 344
43 East 5th Avenue

In reply to your letter of the 8th November I now wish to revise my offer on the above property to the sum of $1300.00 and enclose herein $500.00 cash as a deposit.

Yours truly,

"Mrs. May Chan"

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

Jan. 4, 1948

mw

EXHIBIT No. 1118 - 11 | EXHIBIT No. 1119 - 11
DATE Oct. 13 1948 | DATE Oct. 13 1948
FILED BY K. A. Christie | FILED BY K.A.Christie

REAL PROPERTY SUMMARY

JAPANESE NAMES: Shuzo HATANAKA - Reg. No. 02271
Yoshitaka HATANAKA - Reg. No. 00370 — File Nos. 1392 and 1548.

CATALOGUE NO. : 344.

PROPERTY ADDRESS: 43 East 5th Avenue, Vancouver, B. C.

LEGAL DESCRIPTION: West half (½) of Lot 12, Block 23, District Lot 200A, Group 1, New Westminster District, Plan 197.

TITLE: In the names of Shuzo Hatanaka and Yoshitaka Hatanaka (Joint Tenants)

ENCUMBRANCES: Vesting 35442, 2nd December, 1942, covering both interests.

ASSESSED VALUE: 1942 -
Land - $370.00
Improvements - 700.00 - $1070.00 Taxes - $37.50.

CLASSIFICATION: Property consists of ~~one lot with~~ a 1½ storey frame store and dwelling at rear, known as No. 43 East 5th Avenue, and on the rear of this lot a 1 storey frame building occupied as a residence.

HISTORY OF ADMINISTRATION: Pemberton Realty Corporation Limited were appointed rental agents for this property and rented lot and buildings to May Chan with the approval of the owner ~~being~~ for 2 years. Lease covering the front portion of the lot with store and living quarters at $20.00 per month. The rear portion was leased to Mrs. J. E. Fisher on a monthly basis of $10.00 per month. The total rental revenue during the period of Custodian's control amounted to $570.00.

SOLD: As at 3rd December, 1943, to May Chan and Lester Chan for $1300.00. Approved by Advisory Committee - 24th November, 1943. This sale covered the whole of the ½ lot and both buildings.

FUNDS: Released to the Joint Account of Shuzo Hatanaka and Yoshitaka Hatanaka, Sale price $1300.00, plus rental revenue $570.00, closing adjustments $33.50, total $1903.50, less commission on rental $27.50, repairs $70.50, taxes $74.75 insurance $37.38, Certificateof Encumbrance $1.00, sundries $33.35, valuation fee $5.00, registration fee $10.35, advertising $4.00, commission on sale $65.00, total $328.83. Net amount released to the credit of the Joint Account $1574.67. "(Joint account divided Apr. 20/44 except for a small balande which was later divided between these two accounts)

TITLE: C. of T. 97135-L delivered to May Chan on the 16th March, 1944.

OLD C. of T. No. 65404-L: In the Land Registry Office.

The above summary is certified to be in accordance with information on file and on record by accounting department.

DATED: September 13th, 1946.

"Ian Macpherson"

IM:JS

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

Jan. 4, 1948

mcw

C. McClughan