

Name of Claimant HAYASHI HAYASHI, Kei

Case 1154

Custodian File 1390

<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
1850.00	92.50 12.50									105.00
<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 CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%	150.00	69.00					69.00
TOTAL RECOMMENDATION										174.00



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CASE NO: 1154

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,
October 21, 1948.

IN THE MATTER OF THE CLAIM OF
(MRS) KEI HAYASHI

PROCEEDINGS AT HEARING.

Original.

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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 J.A. MCGIBBON, SUB-COMMISSIONER.

Toronto, Ontario,

October 21, 1948.

IN THE MATTER OF THE CLAIM OF

(MRS) KEI HAYASHI

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.

D. J. HANDFORD, ESQ., Official Interpreter.

J. B. MCGREGOR, ESQ., Official Reporter.



K. Hayashi,
In chf.

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(MRS.) KEI HAYASHI, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q. Before your marriage you were Miss Hatashita?

A. Yes.

Q. What was your occupation when you were in Vancouver? A. I managed my father's store.

Q. Now, I am showing you a document entitled "Real Estate, Other Than Farmland"; is that your signature? A. Yes.

Q. And are the statements contained therein correct? A. Yes.

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

Q. And the first part of your claim is in respect of property at 328 Alexander Street?

A. Yes.

Q. I notice from the form that you paid \$1750. for the house some time about 1937? A. Yes, I am not sure. We have always lived in the house and at that time I was buying and selling different things. Since we lost the papers I forget the date.

Q. You set out in detail some repairs and improvements after you bought the house? A. Yes.

Q. When you left you rented the house for \$25. a month? A. Yes.

Q. But I understand you had been told that the rental value was appraised at \$35? A. Yes, the real estate man told my father it was worth about \$35. a month but since we left all our furniture and



K. Hayashi,
In chf.

1 things like that, the tenants took care of the
2 personal property as well as the garden, and my dad
3 gave them a reduction of \$10.

4 Q. Who is the real estate man? A. I think
5 his name is Reid.

6 Q. Perhaps my friend would file the valuation
7 made on this property.

8 MR. CHRISTIE: I tender as Exhibit 2 the
9 valuation of the Pemberton Realty Company Limited,
10 in the amount of \$1200.

11 (VALUATION OF PEMBERTON REALTY COMPANY,
12 MARKED EXHIBIT NO. 2) AND VALUATION OF
13 JOHNSTON, REEVE & WATSON, FROM \$1000.
TO \$1200.)

14 MR. BREWIN: I see Mr. Reeve refers to it as
15 a building of 1½ storeys with some one storey
16 additions. What do you say about that? A. It was
17 definitely a two storey large frame house. I know
18 there was an addition in the back for a Japanese
19 bathroom, but it was definitely a two storey house.

20 Q. Apparently he says in 1943 it was in a
21 very bad state of repair and very old. What do you
22 say about that? A. I believe the house was up
23 for tax sale and the owner hadn't done anything for
24 several years, and when we bought it we had nothing
but repairs since the time we bought it.

25 Q. What was its state of repair after you had
26 done the repairs? A. It was a very old house
27 but it was coming along very well. Some of the rooms
28 were well finished, others were not finished
29 properly.

30 Q. You were evacuated in August, 1942?



1 A. Yes.

K. Hayashi,
In chf.

2 Q. And I suppose it is a question of valuation
3 -- have you any other information about it?

4 A. At the time I was buying the real estate
5 man who helped us purchase the place said it, being
6 in the business section, the property itself would
7 be worth \$2000. at that time.

8 Q. It was in the business section you say,
9 and the land alone would be worth \$2000?

10 A. Yes.

11 Q. Who said that? A. Mr. Okuma.

12 Q. Do you know where he is now? A. I have
13 a feeling somebody told me he died. His son was
14 helping him at the time; I don't know where they are.

15 Q. Is there anything else about that property
16 you would like to comment on? A. You mean the
17 repairs --

18 Q. We have asked you about the repairs. I
19 just want to make sure there isn't anything else you
20 can tell the Commission.

21 A. Well, I know when we left it it was in
22 very fair condition, but the people that took it
23 over was just one family when we left. When I
24 visited Vancouver in 1944 it was occupied by three
25 different families with dozens of kids running in
26 and out the windows, and the place was in a pretty
27 bad mess then.

28 Q. Then you are making a claim for personal
29 property. I would ask my friend to produce the
30 Analysis of Personal Property Claim.

MR. CHRISTIE: I produce the Analysis of



K. Hayashi,
In chf.

1 Personal Property Claim as Exhibit 3.

2 (ANALYSIS OF PERSONAL PROPERTY CLAIM,
3 MARKED EXHIBIT NO. 3)

4 MR. BREWIN: This analysis contains in the
5 column under "Details of Claim" the items for which
6 you are making a claim? A. Yes.

7 Q. And the values you are claiming are set out
8 in the column on the right hand side? A. Yes.

9 Q. Now, where did you leave these articles
10 at the time of the evacuation? A. I was not
11 living in the house that was mentioned previously,
12 I was looking after my father's store and of course
13 the evacuation took several months, but at the time
14 the evacuation started we were the first to evacuate
15 and since we were notified at 10 in the evening to
16 leave at 8 o'clock in the morning, we left everything
17 in accordance with the instructions of the Provincial
18 police.

19 Q. You left them at the house in Egmont?

20 A. Yes.

21 Q. I am showing you a form entitled "Personal
22 Chattels"; is that your signature? A. Yes.

23 Q. That gives certain facts about the chattels
24 for which you are claiming? A. Yes.

25 (PERSONAL CHATTELS CLAIM FORM, MARKED
26 EXHIBIT NO. 4)

27 Q. Now I notice a reference to the effect that
28 these chattels were not included in the bill of sale
29 of May 8th, 1942. These were things on the property
30 that was sold by your father, is that it?

A. The store itself was sold to the Queen



K. Hayashi,
In chf.

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2 Charlotte Fisheries. At that time Mr. Gilmour of
3 the cannery was taking responsibility for my things.
4 They were all left in one room and he said he would
5 look after them for us.

6 Q. That is not the things you are claiming
7 for here? A. Yes, at the time when the evacuation
8 started I filed a form at the Park, and the person
9 whoever was taking charge didn't seem to be
10 interested in smaller things, all he was interested
11 in was the store.

12 Q. I notice on what they call the J.P. Form,
13 that you signed, you refer to what you had left as
14 furniture and fixtures in a very general way?

15 A. No, that is not mine, those belong to my
16 father.

17 Q. Did they not include these things which
18 you are claiming here? A. No, the furniture and
19 fixtures were sold by the store.

20 Q. The furniture and fixtures were sold with
21 the store? A. Yes.

22 Q. Why didn't you include the things for which
23 you are making a claim now? A. At the time the
24 clerk that was in charge at the Park -- I must have
25 been one of the early ones -- as I say, he didn't seem
26 to be interested in the smaller things.

27 Q. You say he told you not to give a detailed
28 inventory of your personal chattels?

29 A. He didn't say exactly not to -- he didn't
30 seem to be interested. He said just the main big
things, and all I had was my father's store that I



K. Hayashi,
In chf.

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claimed.

Q. One of the items for which you are claiming was a record player -- where was that left?

A. That was left at my house in Vancouver.

Q. And you are making the statement here that most of the chattels were stolen? A. Yes, I think the Custodian should have a record of that.

Q. Did you make any declaration as to that at all? A. No I didn't; my brother did on behalf of my father. There were a lot of things together in one room and I didn't make any claim about those things that were stolen.

Q. None of these things, with the exception of the record player, were at 328 Alexander Street, Vancouver -- all the other things were at Egmont?

A. Yes.

Q. Did you or your father ever receive anything for the record player? A. Well, I wouldn't know for sure. There were lists of things my father got \$1.50, \$2.00 and \$5.00 for, but it is hard to distinguish whether they were my father's or mine because they were all together in one room. There were three gramophones so I don't know which one is referred to.

Q. You are claiming \$50. for this record player and apparently you bought it in 1941 for \$60?

A. I had it made.

Q. You paid \$60. for it? A. Yes, approximately \$60.

Q. It appears the Custodian sold a radio-



K. Hayashi,
In chf.

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2 gramophone for \$3.75. Do you know whether or not
3 that would be the one? A. I cannot say. My
4 brother had some and they were all in the same room.

5 Q. I suppose if it was sold you would say it
6 was not a very adequate value? A. No.

7 Q. The record player was the one left at
8 Alexander Street? A. Yes.

9 Q. And you say a number of other gramophones
10 were left there too? A. Yes; I imagine mine would
11 be the first stolen; the others were far too big to
12 be carried out.

13 Q. You say there was some indication that
14 things were stolen and you imagine that might well
15 be one of them? A. Yes.

16 CROSS-EXAMINATION BY MR. CHRISTIE:

17 Q. I am producing J.P. Form, dated March 24th,
18 1942; is that your signature? A. Yes.

19 Q. These were left in the store -- the
20 furniture and fixtures at Egmont? A. Yes.

21 Q. And I think you told my friend that this
22 gramophone player was left with your father on
23 Alexander Street? A. Yes.

24 Q. Whose store was this? A. It was my
25 father's store; I was running it.

26 Q. At Egmont? A. Yes.

27 (J.P. FORM MARKED EXHIBIT NO. 5)

28 Q. Is this a photograph of the house in
29 question? A. Yes, it is.

30 Q. That was on two lots? A. Yes.



K. Hayashi,
Cr. ex.

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(PHOTOGRAPH OF PROPERTY OF CLAIMANT
MARKED EXHIBIT NO. 6)

(TAX STATEMENT FOR 1944, MARKED EXHIBIT No.7)

MR. CHRISTIE: The assessment is noted; it
is \$2500.

(CERTIFICATE OF ENCUMBRANCE, MARKED EXHIBIT 8)

(REAL PROPERTY SUMMARY MARKED EXHIBIT NO.9)

MR. BREWIN: Your honour, this shows the sale
was made as at 8th of August, 1944, for \$1850.

MR. CHRESTIE: What kind of typewriter was this;
was it a portable? A. No, it was a standard
Underwood.

Q. And you purchased it when it was new?

A. Yes.

Q. Where was it stored? A. At Egmont.

Q. Now this chinaware, was it a complete
dinner set? A. Yes, there was some dinner set,
some crystal, various things given to me. It
included quite a few different things.

Q. I am producing a bill of sale, and it is
certified this is a correct copy; do you remember
entering into this bill of sale dated 8th of May, 1942?

A. That was everything that had to do with
my father -- pots and pans and ordinary chinaware,
but my things have nothing to do with this.

Q. Now, it shows kitchen utensils and all
furnishings and effects in the same building?

A. I wouldn't leave my good silver with them.
These were things I used for every day cooking for
the men.



K. Hayashi,
Cr. ex.

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2 Q. But it says in the bill of sale by which
3 you and your father sold it to the Queen Charlotte
4 Fisheries, all the furnishings and effects?

5 A. There were dishes and pots and pans but
6 they were different to mine.

7 Q. They were not these dishes in question?

8 A. No.

9 Q. That is not correct when it says "all
10 furnishings and effects"? A. No.

11 (BILL OF SALE DATED MAY 8th, 1942, MARKED
12 EXHIBIT NO. 10)

13 Q. That is between your father and yourself
14 and the Queen Charlotte Fisheries? A. Yes.

15 RE-EXAMINATION BY MR. BREWIN:

16 Q. The things that were included in this bill
17 of sale were the property of your father at Egmont,
18 they were all on the property and he was the owner?

19 A. My father was the owner, yes.

20 Q. And it is a bill of sale covering all the
21 goods and chattels in the schedule hereto annexed,
22 and it refers to Schedule A. Now, were the things
23 in respect of which you are claiming left in the same
24 building? A. Yes, there was one room upstairs
25 not completely finished. We started to make an
26 addition to the building in 1941 I believe, and the
27 upstairs was not finished. I put all my own things,
28 dishes and other things, into that room. They were all
29 in that room.

30 Q. When this agreement was made was that
pointed out?



K. Hayashi,
Re-exam.

1 A. Yes, Mr. Gilmour said he would be responsible.
2 He is dead now. At the time he said "Leave everything
3 to me and everything will be taken care of."

4 Q. Was he employed by the Queen Charlotte
5 Fisheries? A. Yes, he was.

6 Q. It was made clear that these personal
7 things were not included; was that made clear to him?

8 A. Yes, he knew; he saw the things himself.

9 Q. He saw the things himself, and I suppose
10 you said, or somebody said "Those are my personal
11 things"? A. I said I couldn't take everything
12 with me, they don't allow us to. He said that is
13 all right; leave it in one room and I will see it will
14 be taken care of.

15 Q. Did you ever hear from him again afterwards
16 about that? A. No, I didn't see him. I think he
17 was dead when I was in Vancouver to see about these
18 things.

19 Q. You weren't able to ask him what happened
20 to your typewriter? A. He was dead, and I mentioned
21 it to some other cannery people, but they had changed
22 workers, and they couldn't say just what happened.

23 Q. Were you back at that place?

24 A. In 1944.

25 Q. Did you look for them yourself?

26 A. Yes, I did.

27 Q. You couldn't find them? A.No; in fact the
28 rooms were in use. My things weren't in the room
29 at all.

30 Q. All right, thank you.



(Discussion)

1 MR. CHRISTIE: It is submitted, your honour,
2 that the real property was sold at its fair market
3 value. It is submitted that the articles which were
4 sold at auction were sold at their fair market value.
5 It is further submitted that the Custodian is not
6 responsible for goods which were not left in his
7 custody and of which he had no record.

8 (PROCEEDINGS ADJOURNED SINE DIE)

9
10 I hereby certify the foregoing to be a true
11 and accurate transcript of the proceedings
12 herein.

13 *J. B. McGregor*
14 J. B. McGregor,
15 Official Reporter.

16 I, J. A. McGibbon, Deputy Commissioner,
17 appointed to hear a Commission to investigate
18 claims of Japanese-Canadians for property
19 loss, do certify the foregoing is a true
20 copy of the evidence heard on the within
21 claim.

22 *J. A. McGibbon*
23 J. A. McGibbon,
24 Deputy Commissioner.
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JAN 14 1948

base 1154.

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

1390
Toronto

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

(1) NAME Hatashita Kei (now Mrs. T. Hayashi) (RCMP) Reg. No. 13712
(Print) Surname Given Name

(2) Pre-Evacuation Address Egmont P.O. British Columbia

(3) Present Address 1500 Dundas Street West, Toronto, Ontario.

(4) REAL ESTATE

(a) Street Address (if any) 328 Alexander St., Vancouver, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Catalogue No. 6, Lots 7 and 8, Block 40, Plan 196, Map 181

(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.)
Sole owner

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

- (i) Land - - - - - \$ 1500.00
- (ii) Buildings - - - - - \$ 1250.00
- (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) - - - - - \$ 2750.00
- (v) Amount at which Custodian sold property and credited your account - - - \$ 1850.00
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 900.00

(5) PERSONAL PROPERTY

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

Egmont, B.C., 328 Alexander St.,

(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
Some in boxes

(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. See attached list Estimated Value \$ 200.00
- 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 \$ 200.00

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) - - - - - \$ 1100.00

- (6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)
- (b) Do you require the services of an interpreter at the hearing? Yes or no No

Toronto

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)
County of York)
TO WIT:)

I, Kei Hatashita of the Toronto 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 29th day of November)
A.D. 1947. RA Best)

Kay Hatashita
(Formerly Kay Hatashita)
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.

Kei Hatashita

January 9, 1948.

Personal Properties left at Egmont, B.C.

1	underwood office typewriter	75.00
1	Plate Glass mirror approx. 24x30	5.00
1	large box good chinaware and cystals	25.00
1	box carded sheep wool (8-10 lbs.)	10.00
2	lengths mahogany 1" x 10" 12' long	8.00
2	pieces tarpaulin Approx. 10' x 12' one new, one used	15.00
1	box miscellaneous	12.00
1	crate containing custom made mahogany record player (left at 328 Alexander St., Vancouver, B.C.)	50.00
	Total -	<hr/> \$200.00

HAYASHI, KEI
(Claimant's Name)

REAL ESTATE
(Other than farm)

EXHIBIT No. 1154-1
DATE OCT 21 1948
FILLED BY
J.A. Brewin.

13712

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
House (2 storey)	8	Frame	Residence	50 x 122	about 1937	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value	Date of Sale	
Residential	\$1,750.00 (purchase price)	1938 - major roof shingle 1938 - 95 pieces of cement blocks laid for sectional foundation, foundation timber plus siding lumber for new replacement 1939 - House repainted (inside) wall paper 1939 - plastering, etc. 1939 - New flooring in living room 1940 - Rock garden put in	\$160.00 \$250.00 \$175.00 \$ 60.00 \$100.00 \$150.00 \$995. 00	\$3,000.00	

Comments re upkeep of premises:

Comments re Appraiser's report not covered above:

Assessment	Land	\$1,500.00
	Improvements	\$1,000.00
		\$2,500.00

Summary

Estimated value	\$3,000.00
Original Claim Form	\$2,750.00
Sold by Custodian	\$1,850.00
Claim	\$ 900. 00

Rent - \$25.00 per month.

At time of evacuation, real estate agent appraised rent at \$35.00 per month.

The claimant rented home for \$25.00 due to limited time and desire of the claimant to have tenant take care of his property. On July, 1944, the claimant visited the home and found 3 families occupying the premises and the rock garden not taken care of as promised by the person to whom the home was rented.

Kei Hayashi
Signature

PLANT, KEN
(Claimant's Name)

Type of Premises
(e.g. House, Store, etc.)
House (2 story)

No. of Rooms
8

REAL ESTATE
(Other than farm)

Type of Premises
Residence

Use of Premises
Residence

Size of Lot
50 x 125

Date of Purchase
When Purchased
about 1937

Type of locality
Residential

Cost Price
\$1,750.00 (purchase price)

Improvements made by Claimant

1938 - major roof repairs \$150.00
 1938 - 92 pieces of cement blocks
 Laid for sectional foundation
 Foundation under this building
 Lumber for the replacement
 1938 - Home retasted (inside) \$175.00
 wall paper \$60.00
 1939 - plastering, etc. \$10.00
 1939 - new flooring in living room \$150.00
 1940 - Hook cabinet put in \$25.00

\$925.00

Estimated Value Date of Sale
\$2,000.00

1154

Comments re Appraiser's report not covered above:

Assessment land \$1,500.00
 Improvements \$1,000.00
 \$2,500.00

Land - 750.00 per cent.
 At time of evacuation, real estate agent said he received 750.00 per cent.
 The claimant rented home for 25.00 due to limited time and cause of the district
 to have tenant take care of his property. On July, 1941, the claimant visited the home and found
 a family occupying the premises and the lock broken not taken care of as promised by the
 person to whom the home was rented.

Estimated value \$2,000.00
 Original claim form \$1,750.00
 Sold by operation \$1,850.00
 Gain \$900.00

Signature

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA
November 15, 1943.

EXHIBIT No. 1154-2
DATE OCT 21 1948
FILLED BY F. A. Brewin

Catalogue #6.

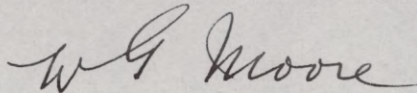
328 Alexander St., 7 & 8/40/196.

Lot 50x122.

This is a very old 2-storey, frame house in a badly run down condition. Has 4 rooms with toilet up and 4 rooms with toilet down. No basement. On posts foundation. Needs roof repaired. The lot is about 6 feet above street level. Being in an industrial section would be an expensive lot to develop.

Value \$1200.

PEMBERTON REALTY CORPORATION LIMITED.



W. G. Moore.

WGM-JM

ANALYSIS OF PERSONAL PROPERTY CLAIM

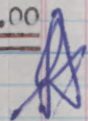
FILE No. 1390

EXHIBIT No. _____

NAME KEI HATASHITA now Kei HAYASHI

REG. No. 13712

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION <u>Mar. 20/42</u> EVACUATION <u>Aug. 4/42</u>	TAKEN BY _____ DATE _____					
"In Store at Egmont, B.C. Furniture and Fixtures. Electric lighting plant for store, cost in 1941 \$650.- Entry to store through living quarter- keys handed to Custodian, other keys with caretaker (dead).		Personal Properties left at Egmont, B.C. as follows:- 1- Underwood office typewriter - 75.00 1- Plate glass mirror approx. 24 x 30 5.00 1 Large box good chinaware & crystals 25.00 1 box carded sheep wool (8 - 10 lbs) 10.00 2 lengths mahogany 1x10x 12' - 8.00 2 pcs. tarpaulin approx. 10 x 12 -one new, one used 15.00 1 Box Miscellaneous 12.00 1 crate containing custom made mahogany record player left at 328 Alexander St. Vancouver, B.C. 50.00		1.50 from 328 Alexander St. Vancouver		
		<u>\$ 200.00</u>		<u>5.25</u>		
		RECAP: Japanese Claim 55.00 Sold for - 5.25 at Auction from 30 chattels from this because of uncertain "player" were at 30 forwarded as above Japanese claim <u>145.00</u> The Chattels making up this amount are Analysis- it appears that they were dis				
		Total claim Personal Property - <u>\$ 200.00</u>				



Hayashi
~~HAYASHITA~~, KEI

(Claimant's Name)

PERSONAL CHATTELS

EXHIBIT No. 1154-4
DATE OCT 21 1948
FILLED BY
J. A. Brewin

13712
Reg. No.

<u>Description of Major Items (and particularly of goods lost, stolen or destroyed)</u>	<u>Approximate Date Purchase</u>	<u>New or Used When Purchased</u>	<u>Price Paid</u>	<u>Condition when Evacuated</u>	<u>Estimated value at Date of Evacuation</u>
Underwood typewriter	1935	new	\$125.00	good	\$75.00
1 box of carded sheep wool (8 - 10 lbs.)	3 months before evacuation	new	\$ 10.00	good	\$10.00
Custom made mahogany record player	1941	new	\$ 60.00	good	\$50.00

The Claimant is claiming on the chattels listed in Column 3 of the Analysis of Personal Property Claims valued at \$200.00.

Description of Storage of Goods:

The goods were left on the premises at the time of evacuation. They were not included in the Bill of Sale May 8, 1942.

The record player was left at 328 Alexander St., Vancouver, with the chattels of her father. Most of the chattels were stolen from this address.

General Statement as to Chattels not Described above:

At time of evacuation the claimant was given about 8 hours notice to evacuate. The custodian's representative interviewing the claimant a few days later told the claimant not to give a detailed inventory of her personal chattels.

Additional Comments, if any:

Summary

Estimated value	\$200.00
Sold by Custodian	<u>\$ 5.25</u>
Claim	\$194.75

Kei Hayashi
Signature

OFFICE OF THE CUSTODIAN

DATE Oct. 21/48

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

NAME: HATASHITA, Kei

HOME ADDRESS: Egmont, B. C.

REGISTRATION NUMBER 13712 SEX: Female AGE: 25

OCCUPATION: Store manager of store in name of declarant's father at Egmont, B.C.

(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? No

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: Lots 7 and 8 Bk. 40 DL 181 and 196 Group 1.

New Westminster District. Plan 196 bought from City of Vancouver
for \$1,750.00

2. BUILDINGS AND OTHER IMPROVEMENTS: Two storey wooden building used

as dwelling house with 9 rooms and situate at 328 Alexandra Street,
Vancouver.

3. INSURANCE (Give particulars; state where policies are) None.

4. TAXES (Amount and where payable) About \$120.- to City of Vancouver paid to
31st December 1941.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Subject to payment
of balance outstanding \$450.- on purchase price of \$1,750.- at the rate of \$25.-
per month commencing 12th June, 1939.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by her father George

ISOJI HATASHITA - No charge for rent.

- 7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Land Registry Office, Vancouver
- 8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
- 9. IF FARM LAND STATE CROPS SOWN: None

- 4. INSURANCE CAR
- 5. MORTGAGES, LI
- OTHERS:

STATEMENT OF REAL PROPERTY OCCUPIED

- 1. LOCATION AND DESCRIPTION: Living quarters of store at Egmont, B.C.
- 2. LANDLORD'S NAME AND ADDRESS: George ISOJI HATASHITA, 328 Alexandra Street, Vancouver
- 3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
- 4. STATE WHEREABOUTS OF LEASE: None
- 5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
- 6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

- 6. MONEYS OWING books show moni
- 7. BONDS, DEBENT \$100.- Victory
- 8. BANK ACCOUNT
- 9. LIFE INSURAN No. not known
- 10. INTEREST IN A
- 11. SAFETY DEPO

STATEMENT OF PERSONAL PROPERTY OWNED:

- 1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:.....
In Store at Egmont, B.C. (a) Furniture and Fixtures. (b) ~~Stock in Trade~~
consisting of groceries, hardware, oil, etc. (no inventory) valued at approx. \$3000. (c) Electric Lighting plant for store, cost in 1941 - \$650.-
Entry to store through living quarter - keys handed to Custodian, other keys with caretaker (dead)
- 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

- LIABILITIES:
- 1. PERSONAL DE
- 2. TRADE DEBT

REMARKS:

**I, the undersig
 tected area as set
 tures, bonds or oth**

I certify that every description and indirect.

Dated this.....

"R. .

FOR DEPARTM

"Belongs to
 her father
 G.I.Hatshita"
 ^

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) Store books show monies owing by customers, -- owing to G. I. Hatashita

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) \$100.-- Victory Bond -- in owners possession.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: Crown Life Assurance Co., Vancouver. \$1,000.-- Policy No. not known. Premium paid to October, 1941. -- Beneficiary -- Brother -- Osamu Hatashita, 328 Alexandra St. Van.

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: 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. (Not on original)

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 20th day of March 1942

(Signature) "Kei Hatshita"

"R.illegible" Witness

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

M. Wanstace J.M.

EXHIBIT No. 1154-6

DATE OCT 21 1948

FILLED BY
K. A. Christie

HATASHITA, Kei
328 Alexander St., Vancouver, B. C.
Evacuee File No. 1390



Picture Taken April 8th 1943.

Davies

IMPORTANT

Please forward this notice immediately to your Agent or Mortgage Company, if they are to pay the taxes.

TO AVOID DELAY AT WICKET MAIL CHEQUE OR MONEY ORDER

All Cheques must be Certified by the Bank on which they are drawn, and made payable at par to "City of Vancouver."

All communications in reference to change of address should be sent to the Assessment Commissioner, City Hall.

JUN-28-44

09370

L (1) --

103.68

EXHIBIT No. 1154-7

PAID

DATE OCT 21 1944

FILLED BY

J. N. A. Mailed in file

ASSESSMENT FOR TAXATION, 1944

Land \$110,762.180
Improvements 101,140.948

Total Value for Taxation \$211,910.428
Improvements except where otherwise specially exempt are taxed on 50% of their assessed value.

1944

Cash Register impression of City Treasurer's signature constitutes official receipt.

DETAILS OF GENERAL LEVY

Rate on \$	Taxes Levied
18.982 Mills General Purposes	\$ 4,022,403.95
16.359 " Interest and Installments	3,466,671.19
17.159 " Schools	3,636,222.30
52.500 " Gross	\$11,125,297.44

CITY OF VANCOUVER

TAX STATEMENT, 1944

City Hall

453 West 12th Avenue

ASSESSED VALUE			TAXES, LOCAL IMPROVEMENTS, SPECIAL ASSESSMENTS AND MISCELLANEOUS A/C'S IN ARREARS						LOCAL IMPROVEMENTS SPECIAL ASSESSMENTS AND MISCL. A/C'S. 1944	CURRENT GENERAL TAXES 1944	TOTAL DUE (EXCLUDING INTEREST)	INTEREST ON ARREARS	REBATE ON CURRENT GENERAL TAXES ONLY	Nett amount if paid on or before JULY 3rd, 1944
IMPROVEMENTS	LAND	VALUE FOR TAXATION	CONSOLIDATED		NOT CONSOLIDATED									
			CAPITAL SUM	INSTALLMENTS DUE	1941 & PRIOR	1942	1943							
1000	1500	2 000						2 88	105 004	107 88*		4 80	103 68*	
PAYMENT ON A/C APPLIED													179.11	

REBATE ON CURRENT GENERAL TAXES:

- 4% if paid on or before 3rd July, 1944.
- 3% if paid on or before 3rd August, 1944.
- 2% if paid on or before 5th September, 1944.
- 1% if paid on or before 3rd October, 1944.

POSITIVELY NO REBATE ON LOCAL IMPROVEMENTS.

SPECIAL ASSESSMENTS AND MISCELLANEOUS ACCOUNTS.

Consolidated Arrears carry interest at 5% per annum.
Other Arrears carry interest at 6% per annum.
If a deposit has been made in payment or part payment of these Taxes, please bring or mail Deposit Receipt with this Tax Statement to the Tax Office, City Hall, for adjustment.

PLEASE READ CAREFULLY INFORMATION PRINTED ON BACK HEREOF.

JAS. L. ARMSTRONG,
City Treasurer and Collector of Taxes.

Kei Hatashita,

% The Custodian of Enemy Property.

B929-B930

B929- LOT. 7&8

B930 BLK. 40

D.L. 196

ROLL No.

Description of Property

NOTE.—Is your property correctly described?

13712

328 Bayswater

READ CAREFULLY!

If a deposit has been made in payment or part payment of these taxes, please bring or mail Deposit Receipt with this Tax Statement to the Tax Office, City Hall, for adjustment.

PAYMENT BY INSTALMENTS:

CURRENT TAXES may be paid in instalments of not less than \$1.00, and such payments must be applied first to Local Improvements, Special Assessments and Miscellaneous Accounts (if any), on which no rebate is allowed.

REBATE: After payment of the Local Improvements, Special Assessments and Miscellaneous Accounts, Rebate will be allowed on the amount of General Taxes only as follows:

Up to 3rd July, 1944	4 per cent.
Up to 3rd August, 1944	3 per cent.
Up to 5th September, 1944	2 per cent.
Up to 3rd October, 1944	1 per cent.

ARREARS OF TAXES, other than Consolidated Arrears, can also be paid in amounts of not less than \$1.00, with interest thereon at 6% per annum from date of delinquency to date of payment, and such payment will be applied to the taxes longest in arrears. Taxes are levied for the calendar year, and become delinquent on 31st December in year of levy. Property becomes liable for Tax Sale when any arrears have been delinquent for a period of two full years.

Arrears of Taxes must be paid in full before payment of Current Taxes can be accepted, except in the case of Consolidated Arrears.

CONSOLIDATION OF ARREARS:

Under the "Vancouver Tax Consolidation Act, 1936 (Second Session)" all taxes remaining unpaid on 31st December, 1936, together with interest to that date (except such taxes as remained unpaid on properties which were included in the 1936 Tax Sale) have been consolidated, and the time for payment thereof extended over a period of 10 years in equal annual instalments.

Payment is required before the 3rd October, 1944, of the following:—

- Interest on the outstanding balance of the Capital Sum at 5% per annum.
- Eighth Instalment of the Original Capital Sum (if not already paid).
- The Full amount of the 1944 taxes.

Failure to make payment in full, as above, before the passing of the By-Law authorizing the Annual Tax Sale (about the 3rd of October in each year) will render the property liable to Tax Sale in that year.

Under the said Act all payments made after 31st December, 1936, will be applied under the Consolidation Scheme. The full amount of Consolidated Arrears with interest can, however, be paid up at any time.

Communications in reference to change of address should be sent to the City Assessment Commissioner, City Hall.

FOR FURTHER INFORMATION, call at Tax Office, City Hall, 453 West 12th Avenue, or phone FAirmont 2711.

D.P. 188
R.R. 40
L.T. 188
B353-2030
V.V.V.

1154 - 8
EXHIBIT No.

CERTIFICATE OF ENCUMBRANCE
LAND REGISTRY OFFICE

DATE Oct 21 1948

Cat No. FILED BY

K.A. Christie

VANCOUVER, B.C.

File 1390. 3
No. minutes $\frac{3}{4}$ P.M. o'clock 6th day of May, 1943.

I HEREBY CERTIFY that the following is the state of the title to
City of Vancouver,
Lots 7, and 8,
Block 40,
District Lot 196,
Group 1, New Westminster District,
Plan 196.

Registered Owner: City of Vancouver,

Volume 900, Folio 33929 L. Indef.

Registered Charges: Filing 36150, The Custodian, Vesting Order filed.

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."

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

Jan. 28-49

M. J. M. J. M.
J.M.

I hereby certify that the annexed document is a true copy of an Agreement for Sale which the City of Vancouver granted to Kei Hatashita on June 12th, 1939, with respect to the sale of Lots 7 and 8, Block 40, District Lots 181 & 196, Group 1, New Westminster District, Plan No. 196, the said document having been compared by me with the said agreement produced from the records of the Law Department of the City of Vancouver.

In witness whereof I have hereunto subscribed my name and affixed my seal of office this first day of August, 1944.

"E.N.R. Elliott"

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

THIS AGREEMENT, made in triplicate this twelfth

day of June in the year of Our Lord one thousand nine hundred and thirty-nine
(A.D. 1939),

BETWEEN

CITY OF VANCOUVER

hereinafter called the "Vendor" of the one part

AND

KEI HATASHITA, 328 Alexander Street, Vancouver,

Province of British Columbia, Spingster,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia, and more particularly known and described as

Lots Seven (7) and Eight (8), Block Forty (40), District Lots One Hundred and

Eighty-one (181) and One Hundred and Ninety-six (196), Group One (1), New Westminster

District, according to Plan No. 196 deposited in the Land Registry Office, City of

Vancouver, Province aforesaid.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of ---One Thousand Seven Hundred & Fifty (\$1,750.00)----- Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Five Hundred (\$500.00)----- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: In monthly payments of twenty-five dollars (\$25.00) until the balance of the said purchase-price is paid in full.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of six (6%) per cent. per annum, payable with each instalment of principal.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes,

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of the their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, but subject to the payment by the Purchaser of all taxes, rates, levies, local improvement assessments or rates, or other charges whatsoever, whether municipal, provincial, federal, or otherwise, now charged or chargeable, or hereafter to be charged, upon or against the said land and premises, or against or by the City of Vancouver in respect thereof, from the date of these presents;

AND subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

And subject to the express agreement that the Purchaser will not require the Vendor to build, erect, construct, or maintain at any time any retaining wall or bulkhead of any kind or nature whatsoever either on or adjacent to or abutting on the within-described lands and premises, and the Purchaser hereby covenants and agreed that the Vendor is under no liability to build any such retaining wall or bulkhead, and the Vendor is hereby released, exonerated, and discharged absolutely from any such liability. It is also hereby expressly understood and agreed that this shall be deemed to be, and shall be, a covenant running with the herein-described land.



CEMOV BOND

HONOR SWITH

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the Vendor has caused these presents to be sealed with the seal of the said City and signed by the Mayor and City Clerk, and the Purchaser has hereunto set his hand and seal.

SEALED WITH THE SEAL OF THE CITY OF)
VANCOUVER and signed by:)

"J. Lyle Telford")
Mayor)

"Seal"

"Fred Howlett")
City Clerk)

SIGNED, SEALED AND DELIVERED in the)
presence of:)

Signature of Witness "David Robson")

Street Address Law Dept., City Hall,)

"Kei Hatashita"

Purchaser

"Seal"

City Vancouver, B. C.)

Occupation Clerk & Steno.)

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

(Not completed)

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

Jan. 29-49

M. Winstone
J.M.

AFFIDAVIT OF WITNESS

(Not completed)

Dated 12th June, A.D. 1939

CITY OF VANCOUVER

and

KEI HATASHITA

AGREEMENT
FOR SALE OF LAND

Lots 7 and 8,
Block 40,
District Lots 181 and 196,
Group 1, N. W. D.,
Plan No. 196.

CITY SOLICITOR'S OFFICE
CITY HALL

FOR MAKER (Including Married Women)

(Not completed)

REAL PROPERTY SUMMARY

DATE Oct 21 1948

FILED BY K.A. Christie

JAPANESE NAME: Miss Kei HATASHITA Reg. No. 13712 File No. 1390
(Now Mrs. T. Hayashi)

CATALOGUE NO: 6

PROPERTY ADDRESS: **328 Alexander Street, Vancouver, B.C.**

LEGAL DESCRIPTION: Lots 7 and 8, Block 40, District Lot 196, Group 1, New Westminster District, Plan 196.

TITLE: Registered in the name of the City of Vancouver.
Certificate of Title No. 33929-L.

ENCUMBRANCES: Registered: Filing 36150, The Custodian Vesting filed 6th May 1943.

Unregistered: An unregistered Agreement for Sale, the City of Vancouver to Kei Hatashita for \$1750.00, payable \$500.00 cash and \$25.00 per month until fully paid, subject to an express agreement that the purchaser will not require the vendor to build or maintain any retaining wall on or adjacent to the lands.

1942
ASSESSED VALUE: Land \$1500.00
Improvements 1000.00 - \$2500.00 Taxes \$112.40

CLASSIFICATION: "There are two lots with a frontage of 50 feet, several feet above sidewalk level, which would make the land expensive to excavate for a commercial building."

"The house straddles the two lots, so that there is no opportunity of erecting another house. It is a large building of 1½ storeys with some one storey additions. It is in a very bad state of repair and very old."

HISTORY OF ADMINISTRATION: Prior to evacuation, on the 4th August 1942, Miss Hatashita appointed George F. Jacobs & Company her agents, and rented the property to R. Beauchamp at a monthly rental of \$25.00. This tenancy continued from the 1st November 1942 to the 30th November 1944, 25 months, during which period the rentals amounting to the total of \$625.00 were paid in to the Custodian and credited to Miss Hatashita's account.

In conveyance of title to the purchaser, the condition attached to the above unregistered agreement for sale was replaced by an agreement dated 23rd September 1944, between the purchaser, William Mohler, and the City. By this agreement, the said Mohler as grantor agrees with intent to bind all persons in whom the land or any interest therein, shall for the time being be vested, but not so that the grantor shall be personally liable for breach of any of the covenants, that he will not require the grantee, the City of Vancouver, to erect or maintain any retaining wall or bulkhead either on or adjacent to these lands.

The balance owing on this agreement of sale by Kei Hatashita to the City of Vancouver, \$440.27, and interest of \$31.71, total \$471.98, was paid to the City 23rd September 1944, and a deed conveying to Kei Hatashita received and registered 3rd November, 1944. The amount of the liability was admitted in her J. P. declaration.

APPRAISAL: By Pemberton Realty Corporation 15th November 1943, \$1200.00
By D.W. Reeve, 19th November, 1943 1200.00

OFFERS: From George F. Jacobs & Company, 7th October 1943, \$1200.00
From A. Kovacs, through George F. Jacobs & Company,
19th November 1943.. 1250.00
From W. Mohler, through Whitaker & Whitaker,
22nd July 1944.. 1850.00

SOLD: To: William Mohler for \$1850.00 as at 8th August 1944.
Approved by the Advisory Committee 27th July 1944.

TITLE: Certificate of Title No. 109850-L issued 10th November 1944, in the name of William Mohler, and by his instructions was delivered to A. Paquin, of Whitaker & Whitaker, who acknowledged receipt on the 13th December 1944.

FUNDS: Released to the credit of Kei Hatashita (now Mrs. T. Hayashi). Sale price \$1850.00 plus rentals received \$625.00, total \$2475.00; less commission on rent \$33.25, sundries \$33.12, insurance \$5.50, taxes \$324.47, Certificate of Encumbrance \$1.00, appraisal fees \$10.00, advertising \$4.00, interest \$71.91, registration fees \$19.40, commission on sale \$92.50, closing adjustments \$39.12, total \$634.27. Net amount released \$1840.73.

OLD TITLE: Certificate of Title No. 33929-L in Land Registry Office.

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

"Ian Macpherson"

DATED: April 22nd, 1947.

IM:ic

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

Jan.29-49

M. J. Macpherson
J.M.

" A "

EXHIBIT No. _____
OCT 21 1948
DATE _____
FILED BY K.A. Christie

T H I S I N D E N T U R E

made the 8th day of May in the year of our

Lord one thousand nine hundred and forty-two

In Pursuance of the "Bills of Sale Act"

Between

GEORGE I. HATASHITA and KAY HATASHITA of
328 Alexander Street in the City of
Vancouver, Province of British Columbia,

(hereinafter called the Grantor) of the First Part

AND

QUEEN CHARLOTTE FISHERIES LIMITED, a Body
Corporate having its registered Office at
610 Bidwell Street in the City of Vancouver
Province of British Columbia,

(hereinafter called the Grantee) of the Second Part

Whereas, the Grantor is possessed of the goods and personal chattels hereinafter set forth, described and enumerated, and hath contracted and agreed with the Grantee for the absolute sale to him of the same, upon the terms and considerations hereinafter set forth.

Now this Indenture Witnesseth, that in pursuance of the said Agreement, and in consideration of the sum of Forty-five Hundred (\$4,500.00)----- Dollars of lawful money of Canada, paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor hath bargained, sold, assigned, transferred and set over, and by these presents Doth bargain, sell, assign, transfer and set over unto the Grantee:

All those the said goods and personal chattels described and enumerated as follows:

As per Schedule attached hereto and marked "A"

All of which goods and personal chattels are now in the possession of the Grantors upon or about fronting on District Lot 5270 and are situate, lying and being in, in Egmont in the County of Vancouver in the Province of British Columbia.

And all the right, title, interest, property, claim and demand whatsoever, both at law and in equity, otherwise howsoever, of the said Grantor, of, in, to, and out of the same, and every part thereof:

To have and to hold the said assigned goods and personal chattels and each and every of them and every part thereof, with the appurtenances, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee, to and for his sole and only use Forever:

SCHEDULE "A"

Foreshore -

Built on piles:

Store building 30' x 70'

4 rooms upstairs.

Main Float with shed 20' x 50'

Float 8 x 35'

Fish Bloat 25' x 60'

Floats - Approach to store 8' x 40'

" " " 8' x 80'

PERSONAL PROPERTY

Sewing machine

Ping Pong table top in back room

Row boat

STOCK TAKEN APRIL 14/42

Groceries	466.06
Hardware	937.10
Dry Goods	633.34
Candy & Tobacco	56.34
Stock Room	90.88
Shoes	133.93
Drugs	131.64
School Supplies	12.73
Fishing Gear	362.65
Christmas Stock	22.81
Lumber, Paper bags, bottles etc.	<u>38.58</u>
	2,886.06
Oil & Diesel	<u>61.68</u>
Total Stock	<u>\$ 2,947.74</u>

Dishes

Kitchen Utensils and all furniture, furnishings and effects contained in or upon the said buildings and floats.

(Signed) G. I. Hatashita

(Signed) Kay Hatashita

(J.D. Mc)

And the said Grantor Doth hereby Covenant, Promise and Agree with the said Grantee, in manner following, that is to say:

That the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods and personal chattels, and every of them, and every part thereof: And that the said Grantor now has in himself good right to assign the same unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents; And that the said Grantee shall and may from time to time and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods and personal chattels and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever, of, from or by him, the said Grantor, or any person or persons whomsoever; And that free and clear, and freely and absolutely released and discharged, or otherwise, at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever:

And moreover, that the said Grantor, and all persons rightfully claiming, or to claim, any estate, right, title, or interest of, in or to the said hereby assigned goods and personal chattels and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said hereby assigned goods and personal chattels unto the said Grantee, in manner aforesaid, and according to the true intent and meaning of these presents as by the said Grantee or his Counsel shall be reasonably advised or required.

Wherever the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require, and shall include the parties, hereto, their and each of their heirs, executors, administrators, successors and assigns, respectively.

In Witness Whereof the Grantor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of (Signed) George I. Hatashita

Sig. of Witness: Alex Gilmore (Signed) Kay Hatashita

Address 610 Bidwell St.,
Vancouver, B. C.

Occupation
Clerk

This is the paper-writing marked "A" referred to in the Affidavit of
Alex Gilmore sworn before me this
8th day of May A.D. 1942.

(Signed) J. D. McPhee.

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

"BILLS OF SALE ACT"

Acknowledgment of Officer of Corporation

(Not completed)

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

Jan. 29-49

M. Wanstall
J.M.