

10725'

REAL ESTATE

BUREAU POWELL STREET

FILE NO. 10725

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: YADA, Yaye (Miss).

HOME ADDRESS: 701 E. 4th St., Nth. Vancouver, B. C.

Now at - 306 Jackson Ave., Vancouver, B. C.

REGISTRATION NUMBER 05990 SEX: Female AGE: 23.

OCCUPATION: Store Clerk, and Manager.

(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. 75 Queensbury Ave., North Vancouver, B. C.

MARRIED? No.

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: 725 Queensbury Ave., North Vancouver, B. C. :-

Lots 15 & 16; Block 3; D.L. 273; Plan 1063;

14 & 15 See Subdivision plat annexed

2. BUILDINGS AND OTHER IMPROVEMENTS: One store valued at \$5,000.00.

1 Storey Stucco building.

3. INSURANCE (Give particulars; state where policies are) \$1,000.00 Name of Co. unknown.

(W.B. Shakespeare - 400 Block Howe St., ~~North~~ Vancouver, B. C. - Agent.)

Stock & Fixtures; also \$2,000.00 on building, paid up to expiry date -

Dec. 16th, 1942. Stock & Fixtures paid up to expiry date - April 1st, /43.

4. TAXES (Amount and where payable) Abt. \$100.00 p.a. paid to Municipality of

North Vancouver, B. C. 1942 paid.

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

6. OCCUPANCY AND LEASES (If vacant so state) Rented to Mr. W. Holt, 725 Queensbury

Ave., North Vancouver, B. C., for \$35.00 per month, and is buying Stock &

Fixtures ~~for~~ now owing \$228.84, payable to Declarant in Bank Notes, at the

rate of \$85.58 per month, through the Bank of Commerce in North Vancouver,

B.C. Rental Agent - Mr. E. N. Copping, 143 Lenexdale Ave., N. Vancouver, B.C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Declarant has given title deed to Brother - Gorozanemon, who has put it in his Safety Deposit Box - at Bank of Montreal, Hastings & Main.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. None.
9. IF FARM LAND STATE CROPS SOWN. None.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 306 Jackson Ave., Vancouver, B. C. :-
Brick, three storeyed rooming house. Declarant has one room.
2. LANDLORD'S NAME AND ADDRESS: Sakamoto, 306 Jackson Ave., Vancouver, B. C.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. \$13.00 per month, paid up to date.
4. STATE WHEREABOUTS OF LEASE: None.
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None.

6. IF FARM LAND, PARTICULARS OF CROPS SOWN. None.

STATEMENT OF PERSONAL PROPERTY OWNED:

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

None.
Stock sold to Mr. Holt.

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

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: None. see 1st page.

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)
Bank Notes as stated before. see 1st page.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None.

8. BANK ACCOUNTS: \$500.00 Bank of Commerce, North Vancouver, B.C. # Y39.
\$1,000.00 Bank of Commerce, Commercial Dr. Van.B.C. #Y105.

9. LIFE INSURANCE: \$2,000.00 Sun Life Ins.Co., Van.B.C. 20 yr. endowment.
Pol. No. 854456. Pol. in Brother - Gorozaemon's Safety Deposit Box.
Prem. \$88.70 per year, paid up to 1944. Beneficiary unknown.

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 15th day of June, 1942.

(Signature)

Yaye Yada

D.M. Chope

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

P.D.

10727

Date July 29/43

Our File No. 10725

Full Name ~~YADA~~, Yaye (Miss) KENNO Yaye (Mrs Kato)
(Surname in Block Letters)

Registration No. 05990

^V
Male - Female
(check)

Age July 18, 1918

Former Address 701 E. 4th Street, Vancouver, B.C.
1149 Semlin Drive, Vancouver, B.C.
306 Jackson Ave., Vancouver, B.C.

Date Evacuated Aug. 4/42 ^V
Naturalized - Canadian-Born - National
(check)

Present Address 11 Mount Royal Ave.,
Hamilton, Ont.

^V
Married - Single
(check)

Name of Wife - - - -

Name of Husband KENNO, Kato (Mrs)

Name of Mother ^{nee} (TONOKAI) Tama (Dec'd) Name of Father YADA, Sutejiro (#06460)

Names of Children under 16

Requested by E.C.T.

Registered with Custodian Yes
(Yes or No)

Additional Information Store Clerk.

10725

February 13, 1945

Miss Yayo YADA,
Reg. No. 05990,
11 Mount Royal Ave.,
Hamilton, Ont.

Dear Madam:

Re: Catalogue No. 436-437
719-29 Queensbury Ave.,
North Vancouver, B.C.

Please be informed that the above property has been sold as of August 23, 1944 for the sum of \$2,500.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

Rents, less expenses, up to the mentioned date, have been credited to your account and adjustments of un-earned taxes and any insurance premiums have also been credited to you.

The net result of this sale appears on an attached statement, and the proceeds have been credited to your account. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

In your declaration to us you stated that you had no personal property in the Protected Area but we understand that there were some articles left in care of Mr. Beecham and that these have been shipped to you. Will you kindly confirm that this takes care of all your real and personal property in the Protected Area.

Yours truly,

G. D. Milson
Administration Department

GDH/GH

Enc.

c.c. B. C. Security Commission.

10725

26th May, 1944.

Mr. Allen Kinnear,
725 Queensbury Avenue,
North Vancouver, B.C.

Dear Sir:

Re: Catalogue Nos. 436/437
700 Blk. Queensbury Ave. and
725-729 Queensbury Avenue.

This will acknowledge receipt of your letter of the 22nd instant in which you advise that you are prepared to revise your former bid and now offer to purchase the above property for the sum of \$2,500.00.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for \$2,500.00 the full amount of the purchase price on this property.

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

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

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you after which the documents will be submitted for registration.

Yours truly,

F. G. Shears,
Director.

FMH

725 Queensbury Av.
N. Vancouver B.C.
May 22nd 44

EVALUATION SECTION	
MAY 23 1944	
File No.	10725
App.	FRAN.
Refused	HARRIS

Department of State
Office of Custodian,
Royal Bank Bldy.
Vancouver B.C.

Case 10725

Att Mr Wilson

Cat 436/487

Dear Sir:

Following our conversation at your office and
your then suggestion that I should post a bid for the
property I now lease from the Custodian,

I offer, and this is my final bid, \$2500.00
cash. This raises my previous bid over \$100.00, and is
too much for the property, in its present condition.

Yours very truly

Allen Kinnear

Allen Kinnear.

Catalogue No. 436 & 437

File No. 10725

YADA, Yaye (Miss)

Reg. No. 05990

Civic Address: 719-23-25-29 Queensbury Ave., N. V.

Legal Description: Lots 14 & 15, Block 3, D.L. 273,
Gp. 1, N.W.D., Plan 1063.

Classification: 1 Building - 719 - Store
723 - Store
725-729 - Double Store

1943

June 30th

Memo re Chattels

1944

Feb. 16th

Memo re Claims (Nil)

1945

Feb 13

Letter re Chattels

REAL PROPERTY SUMMARY

JAPANESE NAME: Yaye YADA (Miss) Reg. No. 05990 File No. 10725

CATALOGUE NOS: 436 and 437

PROPERTY ADDRESS: 719-23-25-20 Queensbury Avenue, North Vancouver, B. C.

LEGAL DESCRIPTION: Lots 14 and 15, Block 3, District Lot 273, Group 1, New Westminster District, Plan 1063.

TITLE: ✓ Registered in the name of Yaye YADA (Spinster). ✓

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting Order No. 35049 - dated October 19th, 1942.

ASSESSED VALUE: Land \$ 1150.00
Improvements 1850.00 - \$3,000.00 Taxes - \$103.75

CLASSIFICATION: This property consists of two Lots Nos. 14 and 15. A store building divided into one double and two single units is erected on Lot 14 with an overhang of the building and the rear platform extending over on to Lot 15. This property has been treated as one parcel. We quote the valuator's report:
"No. 436. Lot 15. A vacant lot, which at half its assessment would have a market value of \$250.00. It would be difficult to dispose of at this time except as an adjunct to the adjoining parcel.
The rear platform and overhang of the building on Lot 14, Cat. No. 437 actually extend over on to the above lot about 5.5 feet.
No. 437. Lot 14. One storey frame and stucco store building, with one double and two single units. The double unit (with adjoining single unit used for storage) leased at \$35.00 a month as a grocery store. The remaining single unit is vacant, and in need of considerable repairs to roof and ceiling, and to plumbing. Also the foundations along the front of this building require attention. Value, \$2500.00 to \$2750.00
Nos. 436 and 437 together, say, \$2825.00."

HISTORY OF ADMINISTRATION: Yaye YADA leased this property March 30th, 1942 to William Holt for a term of 24 months as from April 1st, 1942, consideration, yearly rent \$420.00, payable \$35.00 on the 1st of each and every month, strictly in advance, commencing on the 1st day of May 1942, and monthly thereafter as aforesaid, until the expiration of this lease. Lessee is to have the option of renewal for a further period of two years at a rent to be mutually agreed upon.

William Holt assigned this lease to Allen Kinnear October 1942,
who purchased this property from Yaye YADA on August 23rd, 1944.

Rents collected \$910.00 against which were the following charges:

Repairs to brickwork	\$18.00
Water Rates	21.60
Commission	45.50 = \$85.10

SOLD:

TO: Allen Kinnear for \$2500.00 as at August 23rd, 1944.

Approval of Advisory Committee May 24th, 1944.

Funds released to the credit Yaye YADA as at January 24th, 1945,
against which were the following charges:

Real Estate Commission	\$125.00
Valuation	10.00
Advertising	8.00
Registration Fees	2.50 =

= \$145.50, leaving a net credit of \$2,354.50 from said transaction.

Adjustments as at August 23rd, 1944 to the amount of \$5.67
Unexpired Fire Insurance Premium, \$36.95 Purchaser's share of 1944
Taxes, \$3.82 Purchaser's share of Water Rates = \$46.44 were placed
to the credit of Yaye YADA's account.

The following Fire Insurance Policies:

Halifax Insurance Company Policy No. 29-7297 \$2,000.00 covering on
one storey frame, stucco patent roof, grocery and confectionery,
719, 723, 725 and 729 Queensbury Avenue, North Vancouver, B. C.
was transferred to Allen Kinnear on November 22nd, 1944.

OLD CERTIFICATE OF TITLE

No. 64851-L

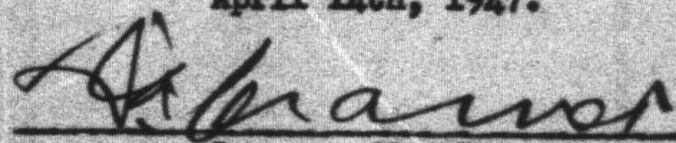
Yaye YADA declared on her JP Form signed 15th June 1942 that her
Title Documents were in her brother's Safety Deposit Box, Bank of
Montreal, Hastings & Main Streets, Vancouver, B. C.

Mr. George Peters wrote to Gorosaeon YADA September 23rd, 1944,
asking him to forward the Certificate of Title to this office. So
far there has been no reply to this request.

Certificate of Title No. 113571-L in the name of Allen Kinnear was
handed to him on January 23rd, 1945, and his receipt of even date
acknowledging same is on file.

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

April 14th, 1947.


D. A. CRAMER.

DAC:ic

STATEMENT RE SALE OF:

Name:

YADA, Yayo

Catalogue No: 436-437

File No:

10725

Street Address: 719-29 Queensbury Ave.

Reg. 05990

North Vancouver, B.C.

Legal Description: 14, 15/3/273/6p 1/1063

Date of Sale and Adjustments Aug. 23/44

Sale Price

2500.00

Real Estate Agent's Commission

\$ 125.00

Charge for Valuation

10.00

Charge for Advertising

8.00

Land Registry Office Transmission Fee

2.50

Encumbrances:

~~Unpaid vendor~~

~~Mortgages~~

~~Arrears of Taxes~~

~~Other charges~~

Adjustments:

Fire Insurance

5.67

Taxes

36.95

Water

3.82

~~145.50~~

\$ ~~2546.46~~

Net Proceeds credited to your account

2400.94

Date: February 10th, 1945.

Compiled by: Mr. George Peters

File No. 10727
Reg. No. 09730

TAKE IANA

Date	Particulars	Debit	Credit	Balance
October 17	Legal Fees paid	\$ 10.00		
December 18	Fire Insurance premium W. Holt - paid balance Agreement for Sale Rents collected - 6 months @ \$35.00 Commission	18.00 772.51 210.00		
1943 January 27	Land Registry Office - Certificate of Encumbrance	1.00		
July 13	1943 taxes	114.13		
August 27	Cheque to you	100.00		
October 12	Cheque to you	100.00		
November 10	Cheque to you	100.00		
December 10	Rents collected - 12 months @ \$35.00 Commission Water Fire Insurance premium	 21.00 10.80 16.00	420.00	
1944 July 14	1944 taxes Water Rents collected - 7 months @ \$35.00 Commission Repairs	103.75 10.80 12.25 24.00	245.00	
August 23	Balance rents to date (nett) Credit re Sale of Property		24.57 2,400.94	
	Cheques to you - Feb. 6 Mar. 9 Apr. 11 May 24 June 22 Aug. 10	300.00 100.00 100.00 100.00 100.00 200.00		
		<u>\$1,554.23</u>	<u>\$4,073.12</u>	

GR \$ 2,518.89

- 2 -
Yates YADA

File No. 10727
Reg. No. 05990

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 - August -	Balance as statement sent		2518.89	2518.89
1948- February 11-	Cheque to you	2518.89		
		2518.89	2518.89	NIL

Catalogue Nos. 436 & 437
File No. 10725
725-29 Queensbury Ave., North Vancouver
14,15/3/273/1/1063

January 18, 1945.

ALLEN KINNEAR
(purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at August 23, 1944)

	DEBIT	CREDIT
Purchase price	\$2,500.00	
Cheques received		\$2,500.00
<u>Amount of rent collected</u>		
Aug. 23rd to Aug. 31st - $8/31 \times \$33.25$		8.58
Registration fees on deed - \$2,500.00	9.25	
Insurance premium - $31.5\% \times \$18.00$	5.67	
Water paid to Dec. 31/44 - $130/184 \times \$5.40$	3.82	
Purchaser's proportion of 1944 taxes - $130/365 \times \$103.75$	36.95	
Repairs to roof	6.00	
Balance owing by purchaser		53.11
	<u>\$2,561.69</u>	<u>\$2,561.69</u>

BALANCE OWING BY PURCHASER \$53.11

Catalogue Nos. 436 & 437
File No. 10725
725-29 Queensbury Ave., North Vancouver
14,15/3/273/1/1063

January 18, 1945.

ALLEN KINNEAR
(purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at August 23, 1944)

	DEBIT	CREDIT
Purchase price	\$2,500.00	
Cheques received		\$2,500.00
<u>Amount of rent collected</u>		
Aug. 23rd to Aug. 31st - 8/31 x \$33.25		8.58
Registration fees on deed - \$2,500.00	9.25	
Insurance premium - 31.25 x \$18.00	5.67	
Tax paid to Dec. 31/44 - 130/184 x \$5.40	3.82	
Purchaser's proportion of 1944 taxes - 130/365 x \$103.75	36.95	
Repairs to roof	6.00	
Balance owing by purchaser		53.11
	<u>\$2,561.69</u>	<u>\$2,561.69</u>

BALANCE OWING BY PURCHASER

\$53.11

Declaration
of Witness

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

SWORN before me at _____
in the Province of British Columbia, this
day of _____ 19____

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

ROSE, CORN & LATA LTD. - LEGAL FORM PRINTERS
748 SEYMOUR STREET, VANCOUVER, B. C.

R.C.L. FORM NO. 41
Lease Form
HOUSE

WILLIAM HOLT
TO
LARRY YADA

Dated 30th March 1942

For
Attorney

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

Registered
No.

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

Declaration
by Attorney

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

AT THE PLACE, IN THE PRESENCE OF

William H. H. H.
James H. H. H.
James H. H. H.

SIGNED, SEALED AND DELIVERED

BY THE LESSEE IN THE PRESENCE OF

William H. H. H.

I HEREBY CERTIFY that on the

day of 19

(whose identity has been proved by the evidence on oath of who is) personally known to me, appeared before me and acknowledged the annexed instrument as the person mentioned in the annexed instrument as the maker thereof, and that he knows the contents thereof, and that he executed the same voluntarily, and

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at British Columbia, this day of 19

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

I HEREBY CERTIFY that on the

day of 19

evidence on the oath of me and acknowledged to me that he is the annexed instrument, as of the to subscribe his name as aforesaid, and to affix the said seal to the said instrument, that he was first duly authorized and affixed the seal and that he is the person who subscribed his name to the annexed instrument, as of the

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at British Columbia, this day of 19

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

For the
Secretary
or other
Officer of a
Corporation

For Maker

State Full Name
Address and
Occupation of
Witness

State Full Name
Address and
Occupation of
Witness

It is distinctly understood and agreed between the parties hereto that the Lessee is to have the option of renewal of this Lease for a further period of two years at a rent to be then mutually agreed upon.

AND the said Lessee COVENANT with the said Lessor to pay rent, and to repair (reasonable wear and tear, and damage by fire and tempest excepted). AND that the said Lessor may enter and view state of repair;

AND that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted).

AND will not assign or sub-let without leave;

AND will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

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

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

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

This Indenture

made the
thirtieth
day of March
Lord one thousand nine hundred and forty-two

IN PURSUANCE OF THE "LEASEHOLDS ACT"
YAYE YADA, spinster, of
380 Queensbury Avenue, in the
City of North Vancouver, in the
Province of British Columbia

AND
hereinafter called the Lessor
WILLIAM HOTEL, Grocer, of 725
Queensbury Avenue, in the City
of North Vancouver, Province
of British Columbia

hereinafter called the Lessee
of the FIRST PART;
of the SECOND PART;

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter
Leasee
that certain parcel or tract of land or premises situate, lying
and being in the City of North Vancouver, Province of British
Columbia and more particularly known and described as 725, 726
and 729 Queensbury Avenue, North Vancouver, B.C.

From the first
one thousand nine hundred and forty-two
for the term of twenty-four months next ensuing

YIELDING AND PAYING therefor to the said Lessor
four hundred and twenty (\$420.00) Dollars on the following days and times, that is to say: The sum of
money of Canada, payable on the 1st day of each May and every month
thirty-five (\$35.00) Dollars commencing on the 1st day of the expiration of the
monthly thereafter as aforesaid until the expiration of the term of the lease.

Q O P Y
Dated 30th March, A.D. 19 42.

YAW YAW
AND
VILLIAM ROSE

Conditional Bill of Sale
R.C.L. Form No. 1

ROSE, DOWMAN & LAYTON LTD., LEGAL FORM PRINTERS
748 BRISTOL STREET, MANCHESTER N. 2.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA,
TO WIT:

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

Sworn before me at _____ in the _____
Province of British Columbia, this _____
day of _____, 1942

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

LOCKE, LANE, GUILD & SHEPARD,
Barristers, etc.,
Vancouver, B.C.

Assignment of Lease

ALLEN KINNENAR,

WILLIAM HOLT

Dated October _____, 1942

FOR ATTORNEY

I hereby Certify that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia,

has been proved by the evidence on oath of _____ (whose identity _____, who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed instrument as the Maker thereof, that the said _____ is the same person mentioned in the said instrument as the Maker thereof, and is still alive to the best of his belief, and that he, the said _____, knows the contents of said instrument, and subscribed the name of the said _____ thereto voluntarily as the free act and deed of the said _____ under authority of a power of attorney which has not been revoked.

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

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

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

I, YAYE YADA, the Lessor named in the within Assignment of Lease hereby consent to the said Assignment to Allen Kinnear as within written reserving all rights in respect of future assignment and subject to the payment of the rent reserved by and the performance and observance of the covenants, conditions and agreements contained in the said lease.

IN WITNESS WHEREOF I have hereunto set my hand this 22nd day of October, A.D. 1942.

Yaye Yada

term as the said Assignee shall reasonably require. AND the said Assignee DOTH hereby Covenant with the said Assignor that the said Assignee will, from time to time, pay the rent and observe and perform the Lessee's Covenants and conditions in the said Indenture of Lease, reserved and contained, and indemnify and save harmless the said Assignor from all losses and expenses in respect of the non-observance or non-performance of the said covenants and conditions or any of them.

AND it is expressly agreed between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges, conditions and liabilities contained in this Indenture shall be read and held as made by and with and granted to and imposed upon the respective parties hereto and their respective heirs, executors, administrators, successors and assigns the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places. WHEREVER the singular and 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.

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

Signed, Sealed and Delivered
IN THE PRESENCE OF

State Full Name
Address and
Occupation

William Holt
1514 West Broadway
Vancouver, B.C.
Notary Public
at & by my hand

Allen Thomas

FOR MAKER (INCLUDING MARRIED WOMEN)
I hereby Certify that, on the _____ day of _____, 1942, at _____ in the Province of British Columbia, *William Holt* appeared before me and acknowledged to me that he is the maker thereof, and whose name is mentioned in the annexed instrument as the maker thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

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

Note:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.
A Notary Public in and for the Province of British Columbia.
Commission expires on _____

TO HAVE AND TO HOLD the same unto the said Assignee henceforth for and during the residue of the term thereby granted, and for all other the estate, term and interest (if any) of the said Assignor therein. Subject to the payment of the rent and the performance of the Lessees Covenants and agreements in the said Indenture of Lease reserved and contained.

AND the said Assignor doth hereby Covenant with the said Assignee that notwithstanding any act of the said Assignor the said Lease is a good, valid and subsisting Lease, and that the rents thereby reserved have been duly paid up to the 1st day of October last, and that the Covenants and conditions therein contained have been duly paid and performed by the Assignor up to the date hereof, and that the said Assignor now has good right to assign the said Lease and premises in manner aforesaid.

AND that subject to the payment of the rent and performance of the Lessees Covenants, it shall be lawful for the Assignee peaceably and quietly to hold, occupy and enjoy the said premises hereby assigned during the residue of the term granted by the said Indenture of Lease, without any interruption by the said Assignor or any person claiming under him free from all charges and incumbrances whatsoever. And also that the said Assignor and all persons lawfully claiming under him will, at all times hereafter, at the request and costs of the said Assignee assign and confirm to him and them the said premises for the residue of the said

C
O
P
Y

725 Queensbury Ave.,
N. Vancouver, B. C.
May 5th, 1944.

Department of State,
Office of Custodian,
Royal Bank Bldg.,
Vancouver, B. C.

Att. Mr. McPherson
From Ottawa.

Dear Sir:

I understand you are here from Ottawa and deciding some of the Japanese property sales.

I will be very glad if you would consider Case #10725, Yada property, I guess the file on this number will give you all that has been done to date. I made an offer absolutely, its then, top value. The stores were built by Yada himself and the construction faulty, foundations have sunk and the place more or less a wreck. Since I made my offer part of the brick front collapsed and fell across the street and the remaining front is tottering and away from the building and will certainly fall if not attended to. The first fell in the night at 11.30, no one about, otherwise, would have caused an accident. The place wants underpinning, one of the store windows having cracked and a chunk of glass out, considerable of the plaster has fallen, 1/4 of the whole, I should say, caused thru the roof breaking, as foundations went, the whole roof must be renewed this year, as all the stores are now leaking and the floor in the store occupied in my lease has sunk a full six inches in one corner. I offered Yada \$2000.00 before your bids were called for and then raised my offer to \$2300.00 odd, because I hold the lease and wished to retain it. This was too much for the property, but your department, letter March 14th, 1944, arbitrarily raised the price beyond all sense or reason, I am a builder and will pay \$2000.00 cash for the place as it is, I know that if you get an independent valuation you will find these figures about right. The only thing that keeps it anywhere near these figures is the fact that it carries a licence and no new stores can be built or licences during the war.

Thanking you to give this case consideration I can come in to see you on receipt of a message if you can spare the time.

Yours very truly

"Allen Kinnear"

Phone N. 2189 H.

demanded
any of the

10725

2nd December, 1942

Robert C. Bennett Esq.,
41 Sun Life Building,
42 James Street South,
Hamilton, Ontario.

Dear Sir:

Re: Miss Yave Yada

We thank you for your letter of the 26th November in which you returned to us Satisfaction of Conditional Sale Agreement signed by Miss Yada and duly witnessed with Affidavit of execution attached.

In regard to your enquiry as to the purchaser, Mr. Allen Kinnear, paying the balance of the notes outstanding, this is to advise you that this has already been done and the total payments which we have received from Mr. Holt and Mr. Kinnear amount to \$772.51.

On the 11th November we wrote to Miss Yada at 11 Mount Royal Avenue, Hamilton, Ontario, stating that we had received an offer from Mr. Kinnear for the purchase of this property for the cash sum of \$2,200.00.

It is not our policy to sell Japanese property without the consent of the owner and we do not appear to have had any reply from Miss Yada as to whether she would be interested in this proposition.

If you can secure this answer for us it will be appreciated.

Yours truly,

F. G. Shears.
Manager.

FCS/PMB

10725

31st October, 1942

Messrs. Wm. C. Bowie & Co.,
1517 West Broadway,
Vancouver, B. C.

Dear Sirs:

Re: Miss Yave YADA

We have received from Miss Yada Assignment of Lease from William Holt and Allen Kinnear which Miss Yada has consented to by her endorsement on this document.

We also have Memorandum of Satisfaction of Conditional Sale Agreement signed by Miss Yada.

We are enclosing herein the Assignment of Lease referred to in triplicate for the signatures of Mr. William Holt and Mr. Allen Kinnear. When these are completed, will you please return to us the original document for our file.

We also enclose herewith copies of the Memorandum of Satisfaction in duplicate, having retained the original for our file.

Yours truly,

F. G. Shears,
Manager.

Encl.

FGB/PMH

10725

REGISTERED

16th October, 1942

Miss Yaye Yada,
Registration #05990,
11 Mount Royal Avenue,
Hamilton, Ontario.

Dear Madam:

Mr. William Holt, the present tenant of your property at 723-729 Queensbury Avenue, North Vancouver, has made a deal to dispose of the equipment that he was purchasing from you to Mr. Allen Kinnear.

In order for us to secure this money on your behalf it will be necessary for you to sign the Memorandum of Satisfaction which we are enclosing herein and have it attested by a witness.

Mr. Holt also wishes to assign the House Lease to Mr. Kinnear. Mr. Kinnear will of course continue to pay the same rentals as before, namely, \$35.00 per month and will be subject to the same conditions as arranged by you with Mr. Holt. This Assignment of lease will also need to be signed by yourself. This you will notice has to be done on the last page of the Assignment.

We will ask you to kindly sign and return all the documents which we are enclosing and we will then have them completed by Mr. Holt and Mr. Kinnear and take care of the collection of the moneys on your behalf.

Will you please return these documents to us by registered mail.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH
Encl.

10725

13th October, 1942

Messrs. Locke, Lane, Nicholson & Sheppard,
470 Granville Street,
Vancouver, B. C.

Dear Sirs:

Re: Miss Yaye YADA

We attach a copy of a Conditional Bill of Sale dated 13th March between Miss Yaye Yada and Mr. William Holt.

This calls for monthly instalments of \$85.83 from May 1st and payments have been made up to and including the 1st October.

Mr. Holt has made arrangements to sell the goods covered by this agreement to Mr. Kinnear for cash and the full amount of the balance due Miss Yada under the agreement will be available and will be paid to us.

Miss Yada also leased her property at 723, 725 and 729 Queensbury Avenue to Mr. Holt and it is desired to have this also taken over by Mr. Kinnear on the same terms, namely \$35.00 per month on the 1st day of each month. Payments have been made up to and including the 1st October.

The lease does not permit of an assignment without leave but we are offering no objection to the new arrangement as Mr. Holt was not specially chosen as a tenant by Miss Yada and we are advised that Mr. Kinnear is a responsible party.

While we could possibly sign the documents necessary in connection with this change, we prefer to have them signed by Miss Yada. Will you therefore please prepare and forward to us the necessary forms to take care of the two matters outlined above.

**MEMORANDUM OF SATISFACTION OF CONDITIONAL
SALE AGREEMENT.**

I. YAYE YADA of 380 Queensbury Avenue,
in the City of North Vancouver, in the Province of
British Columbia, being the Seller in the Conditional
Sale Agreement hereinafter mentioned, DO HEREBY CERTIFY
that **WILLIAM HOLT** of 725 Queensbury Avenue, in the City
of North Vancouver, in the Province of British Columbia,
has paid all monies payable to me under Conditional
Sale Agreement bearing date the 13th day of March,
A. D. 1942, between myself, the said Yaye Yade, as
Seller and the said William Holt as Buyer, and signed by
the said William Holt and filed with the Registrar of
the County Court at Vancouver on the 9th day of April,
A. D. 1942, as No. 67876.

IN WITNESS WHEREOF I have hereunto set my hand
and seal this 22nd day of October, A. D. 1942.

SIGNED, SEALED AND DELIVERED

in the presence of :-

Jean I. Powell

} *Yaye Yada*

Catalogue Nos. 436 & 437
File No. 10725
725-29 Queensbury Avenue
North Vancouver, B. C.
14&15/3/273/1/NWD

Receipt of Certificate of Title No. 113571-L is by me hereby acknowledged and I agree that all adjustments and incidents connected with the sale to me of property covered by the said certificate have been settled.

Receipt is also acknowledged of Halifax Insurance Company policy No. F-R-29-7297 which has been assigned to me.

Dated at Vancouver, B. C., this 23rd day of Jan 23rd 1945.

Allen Kinnear.

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

Dear Sirs:-

Re: 725-29 Queensbury Avenue, North Vancouver

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

Yours faithfully,

Allen Kinnear Signed

File No. 18725.
Catalogue No. 436 & 437.

January 9th, 1945.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D.A. Cramer

Trave LADA - Reg. No. 05990
City of North Vancouver
Lots 14 & 15, Blk. 3, D.L. 273, Gp.
1. N.W.D.

With reference to the above property which was recorded in the Vancouver Land Registry Office, dated November 15th, 1944, we attach herewith the following documents in connection therewith.

1. Copy of application number 113570-L, dated November 15th, 1944, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 113571-L, dated November 15th, 1944, registering the property in the name of Allen Kinnear (Deed).
3. Duplicate of Transmission dated October 21st, 1944.
4. Duplicate of Deed dated October 21st, 1944, - Secretary of State to Allen Kinnear.
5. Certificate of Indefeasible Title number 113571-L, dated January 3rd, 1945, covering the above property in the name of Allen Kinnear.

D.A. Cramer

DAC:MM
Atch.

CHATEL SUMMARY

File No. 10725

February 20, 1948.

Est. Yara YADA, Reg. No. 05990

Prior to her evacuation, Miss YADA was the Manager and Clerk of a store in North Vancouver. On her JP Form, dated June 15, 1942, she stated her personal property left in the Protected Area, to be "none". However, the file reveals that the store stock and fixtures were sold to Mr. William Holt of North Vancouver. A total of \$772.51 was received at this office from Holt for these items.

A few pieces of personal effects, as listed on memo of June 30, 1943, were stated to have been left in the care of Mr. Beecham, driver of Miss YADA's grocery truck. Memo dated February 12, 1945, states that it was reported that Beecham had taken these effects with him to Miss YADA when he left Vancouver to take up residence in the interior. There are no inquiries on file from Miss YADA regarding these chattels.

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

Frances May

February 19, 1948.

Name of Claimant **KEMBO, Iaye (nee Yada)**Case **977**

Custodian File

10725

<u>REAL PROPERTY</u>											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% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total			
2300									Special		230.00
<u>PERSONAL PROPERTY</u>											
Motor Vehicles		Boats and Boat Gear									
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column				
<u>NETS</u>											
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATELS</u>											
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price		Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION											230.00

October 20th, 1950.

Mrs. Iaye KEMMO,
109 Pruden St.,
Fort William, Ont.

Dear ~~Sir~~ Madam:

Re: Japanese Property Claims Commission

Case No. 977

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$250.00.

Cheque in your favour is enclosed for \$235.54
and we have paid the Co-Operative Committee .. \$ 14.46
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/ja
1 encl.

URBAN PROPERTY
PORT WILLIAM, ONT.
23 APRIL, 1948.

DEFENCE BRIEF

YAYE YADA
(Mrs. Y. KENNO)

File No. 10725

Case No. 977

REAL PROPERTY CLAIM

<u>1. Real Property Claim</u>	<u>Appraised at</u>	<u>Sold for</u>
\$4,500.00 (As amended P.1 Transcript)	\$2,825.00	\$2,500.00

Witness - Appraiser, North Vancouver
Realty Co. Ltd.
(E. N. Copping)
143 Lonsdale Avenue,
North Vancouver, B.C.

Property owned wholly by claimant.

Question of Value Only.

Summary of Defence Witnesses -

Required

North Van. Real Estate (E.N.Copping)

1. -

JLG/ma

1.
CASE NO: 977

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Fort William, Ontario.

April 23rd, 1948.

IN THE MATTER OF THE CLAIM OF

YAYE KENNO

FORMERLY

YAYE YADA

PROCEEDINGS AT HEARING

APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government

S.M. Cherniack, Esq.,

Appearing for the
Claimant.

A. WATSON, Esq.,

Secretary

D.J. HANDFORD, Esq.,

Official Interpreter.

MARK H. PEARCE, Esq.,

Official Reporter.

F. Kenno
Discussion
In Chief.

MR. CHERNIACK: I ask leave to amend my lord.

THE COMMISSIONER: Yes.

MR. CHERNIACK: The market value \$4,500.00, the gross sale price as credited \$2,500.00, the loss would be \$2,000.00. There is no chattel claim my lord.

FAYE KENNO, the claimant herein, being first duly sworn testified as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:
MR. CHERNIACK:

Q Mrs Kenno, I show you this statement, was it prepared in accordance with your instructions?

A Yes.

Q Is this your signature?

A Yes.

Q Are the contents true to the best of your knowledge and recollection? A Yes, I think so.

MR. CHERNIACK: I will file this as exhibit 1 my lord.
(STATEMENT EXHIBIT 1)

MR. CHERNIACK: And on behalf of my learned friend I will file his appraisal as Exhibit 2.

(APPRAISAL EXHIBIT 2.)

MR. CHERNIACK: The date of this appraisal my lord is October 7th, 1943. There is a copy of a letter on my learned friends file, dated November 12th, 1943, wherein the custodian refers to a revised report which repeats the appraisal. May I ask my learned friend whether this is a revised report or or whether there was another one subsequent to this.

3
Y. Kenno.
Discussion.
In Chief.

MR. HUNTER:- That is the only one on this file
my lord. If there was a previous one we would
have to refer to the master file. It may be that
the conversation was verbal. There doesn't seem
to be another one.

10
MR. CHERNIACK: Your lordship will not in Exhibit 1
that the property was purchased in July of 1931
for \$1,000.00 for the two vacant lots. Exhibit 2
shows the appraisers estimate as to the value of
the one remaining lot, which is \$250.00 which he
tells us is half the assessed value. The premises
consisted of two single stores and one large store
with three small rooms behind. At the time of
evacuation, roof and ceiling of single unit mentioned
in appraisal as in need of repairs, was in quite good
repair. The whole building was in a fairly good
condition when we were evacuated. I consider that
the appraisal at \$2,825.00 is much below a fair value
for this property. The appraiser values the one lot
at \$250.00, the other lot and buildings at \$2,500.00
to \$2,750.00 and in showing the total takes the mean
between the \$2,500.00 and the \$2,750.00, making it
\$2,825.00. If he had taken the larger figure it would
be \$3,000.00

20
THE COMMISSIONER: When was it sold?

MR. CHERNIACK: I believe in 1944, Sir, sometime.

MR. HUNTER: August 23rd, 1944 my lord.

MR. CHERNIACK: And that is the reason, my lord that
I have referred to the fact that the custodian apparently
had questioned or reaffirmed the valuation on an

FILE NO.
10725

ANALYSIS OF
CLAIM

March 16, 1948

REAL PROPERTY
SECTION

Iaye Yada KENNO,
Reg. No. 05990

REAL PROPERTY,

719-29 Queensbury Avenue.
known as
Lots 14 and 15/3/273/1063,
North Vancouver, B.C.

Catalogues #436 and #437

Iaye Yada KENNO makes
claim for, Gross -

4 80
awarded \$500
\$5000.00

Sale Price (Gross) **\$2500.00**

Appraisal,

North Vancouver Realty (E.N. Copping)
Ltd. \$2825.00

Tenders -

(a) Allen Kinnear	-	2200.00	
(b) " "		2350.00	
(c) " "		2500.00	
Acceptance of tender (c)			2500.00

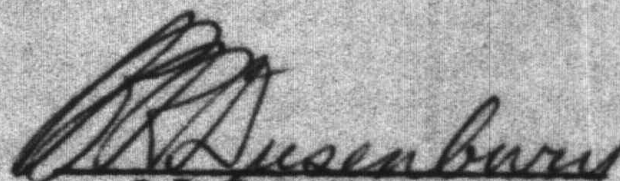
Assessed value, 1944

Land -	1150.00
Improvements -	<u>1850.00</u>

Gross amount claimed - **\$5000.00**

" " of sale **2500.00**

No claim is made in respect to Chattels.


B.R. Dusenbury,
Office of the Custodian.

977 - 2

23 Apr 1948

S.M. Cherniack

NORTH VANCOUVER REALTY (E.N. CIPPING) LTD

143 Lonsdale Avenue,
North Vancouver, B. C.

7th October 1943.

F.G. Shears Esq.,
Director,
Office of the Custodian,
506 Royal Bank Bldg,
Hastings & Granville Sts,
Vancouver, B. C.

Re. Cat Nos 436 and 437

Dear Sir,

No. 436. Lot 15. A vacant lot, which at half its assessment would have a market value of \$250.00. It would be difficult to dispose of at this time except as an adjunct to the adjoining parcel.

The rear platform and overhang of the building on Lot 14 Cat. No. 437, actually extend over on to the above lot about 5.5 feet.

Lot 437. Lot 14. One storey frame and stucco store building, with one double and two single units. The double unit (with adjoining single unit used for storage) leased at \$35.00 a month as a grocery store. The remaining single unit is vacant, and in need of considerable repairs to roof and ceiling, and to plumbing. Also the foundations along the front of this building require attention.

Value \$2500.00 to \$2700.00

Nos 436 and 437 together, say, \$2825.00.

Yours truly,

"E. N. Cipping"

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

June 17th 1948

M. S. S. S.