X1-749

FORM "JP"

BUSINESS

BUREAU HASTINGS PARK

FILE No. M-749

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: EBATA, Yosohichi

HOME ADDRESS: 2052 Dundas St., Vancouver, B. C.

REGISTRATION NUMBER 08857 SEX: Male AGE: 38

OCCUPATION: Storekeeper

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

EMPLOYER: Self

MARRIED? ~~XXXX~~ Yes.

NAME OF WIFE OR HUSBAND: Yawo

ADDRESS OF WIFE OR HUSBAND: Same address

NAMES OF ANY LIVING CHILDREN: Yoshiko (F) Masami (M)

ADDRESS OF CHILDREN: Same address

AGE OF CHILDREN: 14, 6, years.

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

1. LOCATION AND DESCRIPTION:

Information can be obtained from Noris & Mc Lellan, 602 W. Hastings St. Vancouver, B. C., who has been left in charge.

2. BUILDINGS AND OTHER IMPROVEMENTS:

2. stores, 1 storey high.

Same as above.

3. INSURANCE (Give particulars; state where policies are)

Same as above.

4. TAXES (Amount and where payable) Noris & McLellan, can give information.

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

None

6. OCCUPANCY AND LEASES (If vacant so state)

Information can be obtained from Noris & McLellan.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS:

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST:

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:
2052 Dundas St., Vancouver, B. C. Apartment house.

2. LANDLORD'S NAME AND ADDRESS:
Landlords name unknown.

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

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:
All personal property left in care of Norris & McLellan.

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

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

FORM "JP" FILE No. X1749

4. INSURANCE CARRIED ON ABOVE PROPERTY:

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS:

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
Norris & McLellan left in charge.

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

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS:
Information can be obtained from Norris & McLellan.

2. TRADE DEBTS:

REMARKS:

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 18th day of May 1942.

(Signature) Y Tabata.

Mary Tagami
Witness

FOR DEPARTMENTAL USE

P. D.

INFORMATION FROM R.C.M.P.

Date July 6, 1943

Our File No. Int. 749

Full Name EBATA, Yasokichi
(Surname in Block Letters)

Registration No. 08857 — Male - Female (check) — Age Sept. 12, 1902.

Former Address 3700 E. Hastings St., Vancouver.

Date Evacuated Int. May 29/42. — Naturalized - Canadian-Born - National (check)

Present Address ~~Sundries Bros., Schreiber, Ont.~~
1618, 21st Luke St., Montreal, P.Q.

Married - Single (check) ✓

Name of Wife (née MAIKAWA) Yasuo #13206

Name of Husband —

Name of Mother (née NISHIMURA) Ume Japan — Name of Father Yasajiro-Japan

Names of Children under 16 Sayokazu (M) 19/3/26.
Yasuko (F) 2/6/27
Masami (M) 3/9/36

Requested by Mary Campbell ✓ — Registered with Custodian _____ (Yes or No)

Additional Information Store keeper

Present address, please

INFORMATION FROM R.C.M.P.

Date 9-3-44

Our File No. _____

Full Name EBATA, Yawo (Mrs. Yasuichi) (Surname in Block Letters)

Registration No. D3206 Male - Female (check) ✓ Age Jan. 21, 1904

Former Address 3700 E. Hastings Street, Vancouver, B.C.

Date Evacuated Sept. 26/42. Naturalized - Canadian-Born - National (check) ✓

Present Address 1618 St. Luke St., Montreal, P.Q.

✓ Married - Single (check)

Name of Wife _____

Name of Husband Yasuichi #08857

Name of Mother (Mrs. HATSUBA YASUI) Yatsu Name of Father HAIKAWA, Senya

Names of Children under 16 See husbands sheet.

Requested by D. Graham Registered with Custodian _____ (Yes or No)

Additional Information Housewife

Present address, please

INFORMATION FROM R.C.M.P.

Date 9-3-44

Cur File No. _____

Full Name MORIYAMA, Miss Midori
(Surname in Block Letters)

Registration No. 00522 Male - Female (check) ✓ Age May 11, 1914

Former Address 637 Seymour St. Vancouver, B. C.

Date Evacuated April 1/42 Naturalized - Canadian-Born ✓ - National (check)

Present Address Picture Butte, Alberta

Married ✓ - Single (check)

Name of Wife _____

Name of Husband _____

Name of Mother (Mrs) Tsuruko #13632 Name of Father Tayaki #13475

Names of Children under 16 _____

Requested by D. Graham Registered with Custodian _____ (Yes or No)

Additional Information Dressmaker.

THE CUSTODIAN
DEPARTMENT OF THE SECRETARY OF STATE
VICTORIA BLDG., 7 O'CONNOR STREET
OTTAWA, CANADA

C O D P K Y

THE CUSTODIAN
REGULATIONS RESPECTING
TRADING WITH THE ENEMY (1939)

FORM "D"

Ref. No. . . I . . .
From the Prudential Insurance Company
Date of Discovery. March 9, 1942

Particulars of Life Insurance Policies and Annuity Contracts on Life of an Enemy

N.B. Separate forms should be used for each policy or annuity contract for each "enemy."

Policy No. M-4269395

Life Insured - Name: Yuta Ebata
Born: Japan
Address: ?

Owner - if third party insurance - Name: - -
Address: - -

Beneficiaries - Names: Yosokichi Ebata
Addresses: ?
Relationship to Life Insured: Husband

Record of Current Assignments (other than to company for policy loan) - give names and addresses - Policy assigned to D. Kondo

Date of Policy (i.e. due date of first regular premium): June 11, 1936

Plan of Policy: 20 Year Endowment Intermediate Monthly Premium Industrial Policy.

Sum Assured or Amount of Annuity: $500.00

Premium - Amount: $2.64
How Payable: Monthly
Due Dates:

Policy Loans (automatic or otherwise): None

Approximate Cash Value, if any, including dividends, after deducting all policy indebtedness: $105.14

Nature of Automatic Non-forfeiture Provision:

Approximate Cancellation Date under Automatic Non-forfeiture:

Special Notes: In letter May 26, 1939 from our Superintendent William Mann, Vancouver, B.C., we were informed that insured has gone to Japan and that before leaving she assigned policy to Mr. D. Kondo 4359 West 10th Avenue, Vancouver, B.C. Canada.
It is assignee's intention to continue payment of premiums until five years have lapsed and at that time obtain cash surrender. We have been informed that applicant for surrender Mr. D. Kondo is a Japanese National. Policy was assigned to Mr. D. Kondo on April 2[illegible] 1939.

RE - EBATA, YOSOHICHI

2052 Dundas Street, Vancouver, B. C. - 08857

YOUR FILE NO. 9370.

1. Reference to the "JP" Declaration made by the above shows that the answer to practically every question was "Information can be obtained from Norris & MacLennan". I have therefore contacted this Firm of Solicitors and have received a detailed report on not only Ebata's property but his arrangements therewith and wishes with regard to disposition of revenue.

2. As this is very complete and detailed I am enclosing a copy of it herewith and incorporate it in my report.

3. Apparently there is very little that I can add to Norris & MacLennan's statements of the position of affairs, except to add that my personal investigation checks with their report.

4. Will you therefore be good enough to consider the situation as outlined therein and instruct me as to how you wish the matter handled. I understand Norris & MacLennan are already acting for you in connection with property of other Japanese evacuees and I have the highest respect for their judgment and integrity and would suggest that you be guided, as far as possible, by their suggestions in this matter.

I await your advice as to any further way in which I can serve your Office in connection with this Declarent.

D. Campbell

June 6, 1942.

RE - EBATA, YOSOHICHI

2052 Dundas Street, Vancouver, B. C. - 08857.

SUPPLEMENTARY REPORT YOUR FILE NO. 9370.

1. I have received a letter from Mr. Ebata's Solicitor, Mr. J. A. MacLennan, whose administration of this Japanese property was confirmed by your letter of the 24th inst. until further notice.

2. Reference to previous reports show that the property owned by Ebata, at 3700 East Hastings Street, was leased to three parties jointly. For personal reasons outlined in Mr. MacLennan's letter, a copy of which is attached, one of these parties, a Mr. Driscoll, wishes to be released from his responsibility under the lease. He is prepared to pay $100.00 in cash for this withdrawal privilege.

3. This lease, you will note from your file, is tied up with a conditional sale of the business located on the premises, to which Mr. Driscoll is also a party. The indemnity which he is prepared to pay is also for a release of his responsibility in the matter of this conditional sale agreement.

4. The collateral behind this conditional sale agreement is, of course, the stock and fixtures of the store. Mr. MacLennan advises me that he is keeping close watch on the maintenance of the stock on hand and advises me that at the present time it is larger than at the time the conditional sale agreement was entered into.

5. In view of this fact and that the terms of the conditional sale agreement permit repossession of the property involved on any evidence that the stock is being unwarrantedly reduced, I see no reason against accepting Mr. Driscoll's offer which should be straight profit to Ebata.

6. I would appreciate your opinion and instructions as to whether or not Mr. Driscoll's offer is acceptable to your Office on behalf of Ebata.

June 27, 1942.

May 29th, 1942.

ATTENTION MR. MESSENGER

Harold D. Campbell, Esq. C. A.
Standard Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Yosohichi Ebata

We understand from you that you have been instructed by the Custodian of Enemy Property to superintend the affairs of Yosohichi Ebata. As we informed you verbally, Mr. Ebata left his affairs largely in our hands and for your information we have to report as follows:

Mr. Ebata is the owner of two store properties adjoining one another and situate at 3700 and 3702 East Hastings Street, the legal description being Lots 1 and 2, Block 9, North Half of Lot 116, Group 1, Map 1236, Municipality of Burnaby, in the District of New Westminster.

The premises at 3700 East Hastings Street have been leased to Mr. and Mrs. Baynes and Mr. Driscoll for fifty months from the 22nd of April, 1942. We enclose herewith an executed copy of that Lease for your information.

Harold D. Campbell, Esq. C. A.

The premises at 3702 East Hastings Street are occupied by one Yen Hoy under a five-year Lease expiring the 17th of August, 1942. Mr. Ebata on the 24th of April, 1942, granted a renewal of that Lease for a further five years. We enclose herewith office copy of the Renewal for your information.

Mr. Ebata on the 22nd of April, 1942 sold his stock-in-trade and fixtures and business as a going concern at 3700 East Hastings Street to Mr. and Mrs. Baynes and Mr. Driscoll for the sum of $2,500.00, payable at the rate of $50.00 per month. The sum of $50.00 was paid on the execution of the Conditional Bill of Sale and a further $50.00 was paid on the 22nd of this month. The sum of $100.00, being the first month's rent on 3700 East Hastings Street was paid on the execution of the Lease and the next month's rent was received on May 22nd. The Conditional Bill of Sale in respect to the business has been registered both at Vancouver and New Westminster, the Vancouver Registry Number being 68473 registered April 23rd, 1942, and the New Westminster Registry Number being 9010, registered April 25th, 1942.

On the instructions of Mr. Ebata, we obtained fire insurance coverage through Hobson, Christie & Co. Ltd., 163 West Hastings St. Vancouver, in respect of the Hastings Street property. This Policy is Number 327264 and expires May 20th, 1943. Also on the instructions of Mr. Ebata we obtained Public Liability Policy Number 2V2734 in the Canadian

May 29th, 1942.

Harold D. Campbell, Esq. C. A.

General Insurance Company through Hobson Christie & Co. Ltd. covering loss or damage resulting from bodily injury etc. for $5,000.00 for one person and $10,000.00 for more than one person in respect to these leased premises.

Mr. Ebata has executed a Bill of Sale (Absolute) which we have been authorized to deliver to the conditional sales purchasers when the payments are completed.

Mr. Ebata also took a Statutory Declaration as to his debts. He informed us, and his Statutory Declaration under the Bulk Sales Act shows that he is indebted to C. Nakabayashi, 2456 McGill St., Vancouver, under a Private Loan Agreement made in January, 1940 in the amount of $1,1 56.97." He is also indebted to K. Takahashi of 620 Alexander St. Vancouver, in the sum of $90.00. This $90.00 is payable in equal instalments on the 3rd Sundays in May, June and July. This indebtedness arises out of Church dues, the full particulars of which are not clear to us but it isknown to the Japanese as Tanomoshi, Ko. Our understanding is that Mr. Takahashi is the Minister at the Church attended by Mr. Ebata."

Mr. Ebata asked us to obtain from the Custodian or his agent, permission to pay to Mrs. Ebata the sum of $100.00 per month for the support of herself and the children. We should have coming into our office every month the sum of

May 29th, 1942.

Harold D. Campbell, Esq. C. A.

$250.00 and Mr. Ebata would like to see the sum of $200.00 per month paid to Mr. Wakabayashi. We have also been instructed to attend to payment of taxes but we have not yet received the tax notice. We are today writing to the Municipality of Burnaby for a statement of the taxes in this connection.

Mr. Ebata has made a further request that we pay to Miss Hodori Moriyama such monies as she may require up to the sum of $200.00 if and when she requests payment of the same. He is not indebted to Miss Moriyama but wishes to assist her if she finds herself in financial difficulties. In addition to written instructions from Mr. Ebata covering the above, we hold in our possession a general power of Attorney.

Mr. Ebata has not actually instructed us to supervise the custody of his personal effects but he did inform us that the following goods were at his store and he had authorised the tenants to use the same:

~~1 Gas Range~~ S.
~~1 Sawdust Range~~ S.
1 Wood-burning Range
1 Piano
1 Rubber hose approximately 75'.
All linoleum on the floors in the living quarters, and
miscellaneous articles in the basement which he did not specify.

He has informed us that he was content to leave these articles with the conditional sales purchasers during his absence.

S. Sold by auction 26/7/45
Vancouver 49

May 29th, 1942.

Harold D. Campbell, Esq. C. A.

We have today received a cheque for $100.00 payable to Mr. Ebata from the tenant at 3702 East Hastings Street. We are having the cheque certified and it has been endorsed by the writer under Power of Attorney but we understand that Mr. Ebata was interned recently because he did not want to be sent to a Labor Camp. We informed the Bank of this situation and while they have no information from the Custodian in that regard, they requested us not to negotiate the cheque. As a result, we are merely having it certified and holding it for further instructions.

We request from you on behalf of the Custodian authority to negotiate any cheques payable to Mr. Ebata and permission to make the disbursements for Mrs. Ebata and pay taxes and debts as hereinbefore mentioned.

Yours truly,

NORRIS & MACLENNAN,

Per:

JAM/WS
ENCLS.

COPY

June 19th, 1942.

ATTENTION MR. MESSENGER

Harold D. Campbell, Esq. C.A.
Standard Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Yoshichi Ebata

Further to our letter to you of the 29th ultimo, we have been obliged to repair the premises at the rear of 3700-02 East Hastings St. in order that the Casualty Insurance which has been placed would be effective. The stairs at the back of the premises needed replacing. This was done at a cost of $10.00.

As we informed you in our previous letter, one Aylmer Driscoll is one of the Lessees of the premises at 3700-East Hastings St., in addition to Mr. and Mrs. Ralph Baynes. Mr. Driscoll yesterday communicated with us and wished to make arrangements for removal of his name from the Lease. Originally when he entered into the Lease Agreement his object was to supervise the carrying on of the business although he intended to carry on with his usual occupation as a Salesman for Dr. Ballard's Dog Foods. Since he entered

June 19th, 1942.

Harold D. Campbell, Esq. C. A.

into the Lease however, he has found it impossible to give his time and attention to the confectionery business at 3700 East Hastings St. and wishes to be relieved from his covenants under the Lease Agreement and also from his obligation to pay under the Conditional Sale Agreement, as well as his liability under the promissory note in favor of Mr. Ebata for the sum of $2,450.00 which we hold.

We explained to Mr. Driscoll that before we could recommend that it was in the interests of the Japanese concerned to relieve Mr. Driscoll of his liability herein, it would be necessary for Mr. Driscoll to make some payment to Mr. Ebata for the privilege. Mr. Driscoll has informed us that he will pay us $100.00 cash for the privilege of being released from his prospective liability and that he believes he can arrange for another $50.00 payable in a few months' time.

It is our opinion that it is in the interests of Mr. Ebata to accept the sum, even of $100.00 in this connection as the price for the business itself seems well secured by the Conditional Bill of Sale and in the event of the present tenants falling down in their covenants under the Lease it is problematical what assets Mr. Driscoll has which could be realized upon. Also as a matter of equity, in view of the fact that he will no longer

June 19th, 1942.

Harold D. Campbell, Esq. C. A.

be supervising the business, it is of course, not in his interests to remain liable. Especially is this true because Mr. Driscoll will not in the future retain any interest in the business.

You might let us know at your earliest opportunity whether the Custodian would approve of an arrangement whereby Mr. Driscoll would be released, with Mr. and Mrs. Baynes remaining liable. At the same time, it is our impression that Mr. Driscoll is the only party to the Lease who really concerns himself with any prospective future liability. We do not believe that Mr. and Mrs. Baynes have any assets which can be realised upon in the event of a default.

You might let us have your instructions herein by return, if possible.

Yours truly,
NORRIS & MacLENNAN,
Per:

JAM/WS

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 6284

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

Rec'd AUG 27 1942
File No.
Ans.
Referred

August 10th, 1942.

Yosohichi Ebata, Esq.
c/o Custodian of Enemy Property,
506 Royal Bank Bldg.
Vancouver, B. C.

Dear Mr. Ebata:

I am writing this letter to you in care of the Custodian in order that the Custodian may forward it to you and save the delay which would be necessary if I sent it direct to Ottawa.

The Custodian wrote to you recently asking what you would like to do in connection with the release of Mr. Aylmer Driscoll from the Lease which he signed along with Mr. and Mrs. Ralph Baynes. Mr. Driscoll came in to see me and asked if he could be released and I told him that certainly he should not be released unless he was prepared to make a cash payment in order to avoid any possible liability under the Lease and finally he offered the sum of $100.00 cash. I thought this amount was somewhat low and he told me that possibly he could raise this to another $50.00 payable in six months or so. That part of it, however, is not yet certain.

You will remember that when you told

Rec'd AUG 27 1942
File No.
Ans.
Referred

Yosohichi Ebata, Esq. August 10th, 1942.

me that Mr. Baynes was going to be the Lessee of the property I suggested to you that you should have his wife a party to the Lease and also Mr. Driscoll, who we understood, was putting up the first monies. As a result of that, Mr. Driscoll as well as Mrs. Baynes became parties to the Lease and also parties to the Conditional Bill of Sale and to the Promissory Note signed pursuant to the Conditional Bill of Sale.

Mr. Driscoll now advises me that he has no interest or concern with the store at 3700 East Hastings Street but will be engaged full time in his work in connection with Dr. Ballard's Animal Food. Not being in a position to supervise the conduct of the business at 3700 East Hastings Street, he wants to be relieved of his obligations and as I pointed out, is prepared to pay at least $100.00 for that purpose.

I do not believe that Mr. Driscoll at the present time has any assets worth mentioning but at the same time, I think he is the only person connected with the Lease and the Conditional Bill of Sale who may at some future time have some assets which could possibly be levied upon in the event of a default under the Lease or Conditional Bill of Sale. So far there has been no default, payments are coming in regularly and I understand Baynes is doing a pretty good business. There is no assurance, however, that this will continue and it is the contingent liability which we must consider when discussing

Rec'd AUG 27 1942
File No.
Ans.
Referred

August 10th, 1942.

Yosohichi Ebata, Esq.

the question of the release of Mr. Driscoll.

Now I think this is a border-line case and do not wish to take the responsibility of deciding whether the $100.00 should be accepted. This is my attitude especially because I have known Mr. Driscoll personally for a number of years and wish to be very careful that my personal association with Mr. Driscoll, although not intimate, should have no bearing on any decision which may be arrived at in this matter. Actually I asked Mr. Driscoll for $500.00 when he wished to be released and would have no hesitation in recommending his release if such sum were paid. Anything under that I feel should be your responsibility entirely. Mr. Driscoll is a family man and I believe has an equity in a home and it is possibly on that account that he wishes to be relieved of any possible liability in connection with Baynes.

I should like to hear from you as soon as possible as to your instructions in this regard.

So far I have been collecting the rentals and looking after insurance for you and making such disbursements to Mrs. Ebata as I felt reasonably could be made in view of the fact that the taxes on the property on Hastings Street were due in September and a sum of money had to be saved to take care of at least some of these taxes. I have not paid Mr. Wakabayashi anything on account

Rec'd AUG 27 1942
File No.
Ans.
Referred

August 19th, 1942.

Yosohichi Ebata, Esq.

Agent in this regard so long as it is consistent with the proper discharge of my duties on your behalf and I trust you will approve of this method of handling your affairs.

As mentioned above, I would like to have your instructions in regard to Driscoll at your earliest opportunity and if you do not feel one hundred percent in favor of such an arrangement, then I would say, don't agree to it.

I trust that you are well and not finding things too difficult. These are trying times and all of us must expect a certain amount of inconvenience, if nothing more, and we all hope that things will be back to normal in a short time.

Yours sincerely,

JAM/WS

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

August 29th, 1942.

Custodian of Enemy Property,
501 Royal Bank Bldg.,
Vancouver, B. C.

Rec'd SEP 1 1942
File No.
Ans.
Referred

Attention Mr. K. Wright.

Dear Sir:

Re: P/W A-10, Ebata, Yosochichi -
Your file No. 749.

We acknowledge your letter of the 18th instant and for further particulars would refer you to our letters of April 29th, June 26th, and August 10th, 1942.

We enclose herewith statement of the affairs of Mr. Ebata for the period from April 21st, 1942, until today. All the rental payments are being maintained, as you will see from the statement, as well as the payments by Baynes et al in respect of the conditional purchase of the stock in trade and fixtures at the store at 3700 East Hastings Street.

The first disbursement in the sum of $20.25 was arranged with Mr. Ebata in connection with the agreement between Mr.Ebata and Mr. and Mrs. Baynes and Mr. Driscoll and, as you will see from the statement, we delivered to Mr. Ebata the sum of $79.25, being the balance of the first rental payment received from Mr. Driscoll; at that time Mr. Ebata was not interned.

We are enclosing also statement of our account for legal services from April 21st until June 30th, 1942. We have receipted the account for the sum of $60.00, as you will observe. We enclose also short statement of account for the collection charges relating to our handling of Mr. Ebata's affairs since the end of June. It was at that time that we were advised by the Custodian's office that we should supervise the affairs of Mr. Ebata as your agent.

You will notice on the statement a disbursement in the sum of $13.65 as an adjustment relating to seeds on consignment. This is shown as a disbursement but actually we have not yet paid to Mr. Baynes the amount but we are awaiting your instructions in regard thereto.

When Mr. Ebata sold the stock he informed Mr. Baynes and Mr. Driscoll that certain books selling at 39¢ and vegetable and flower seeds on the premises were not his own but had been obtained for sale on consignment. Mr. Ebata said, however, that the books and the seeds which he had sold up to the time of the transfer of the business to Messrs. Baynes et al had been paid for. We are now informed by Mr. Baynes that the seeds sold by Mr. Ebata were not in fact paid for. Mr. Baynes received a bill from Steele Briggs Seed Company recently for the sum of $47.01 for the seeds on consignment. On checking the amount Mr. Baynes found that the sum of $13.65 of this was attributable

to seeds sold by Mr. Ebata and notpaid for. Mr. Baynes brought to the writer the invoices of Steele Briggs Seed Company Ltd. and also the receipted account for the sum of $47.01. At the same time Mr. Baynes advises that the 39¢ books which were on the premises on consignment had not all been paid for up to the time of the transfer of the business. He found it, however, impossible to check accurately and is willing to waive any claim which he may have in that connection. The writer believes that Mr. Ebata was mistaken in this regard and was present when Mr. Ebata stated that the seeds which he had sold prior to the date of transfer of the business had been paid for. Under the circumstances we recommend that Mr. Baynes have returned to him the sum of $13.65. You might let us know your wishes, however, in that regard.

We enclose also receipt of Charles H. Cook for his painting account dated June 15th, 1942, in the sum of $23.00. Mr. Ebata had arranged with Y. Hoy Produce Company that they should have the painting done and charged to him providing it did not exceed $20.00. We have credited $20.00 to the Y. Hoy Produce Company in this connection.

The disbursement under the date of July 21st, in the sum of $12.50 was made by the writer with Mr. Baynes on the instructions of Mr. Ebata since substantial repairs had to be done to the Coca Cola Cooler when Mr. Baynes took possession. The total repairs amounted to $25.00 and each party stood half the cost.

We also enclose receipt dated June 19th, 1942, of John Nixon for repairs to the premises, amounting to $10.00 and enclose tax notices of the corporation of the District of Burnaby showing the sums of $509.61 owing on Lot One of Block Nine and the sum of $219.01 on Lot Two, Block Nine.

Please find enclosed also the account of the Vancouver General Hospital for the sum of $7.51, as well as the account of Dr. Takahara for $35.00. These accounts were incurred subsequent to the departure of Mr. Ebata due to Mr. Ebata's son fracturing his arm and requiring medical and hospital attention. These accounts are unpaid.

As arranged with your Mr. Wright it is understood that the Custodian's Office will remit to Mrs. Ebata the sum of $50.00 for the next two months and thereafter, if possible, this will be increased to $75.00 per month and, as the status of the property improves we ask that the amount may subsequently be increased to $100.00 per month. That is the request of Mr. Ebata made to us. We have, however, pointed out to Mrs. Ebata that due to the state of the property at the present time, especially in regard to taxes, it is not possible to pay more than $50.00 per month to her for the next two months, but after that, the account should be in such a position to warrant at least $75.00 per month to her.

We have on our files a private loan agreement between Mr. Ebata and Chuya Wakabayashi presently of 2545 McGill Street,

Vancouver. The indebtedness of Mr. Ebata to Mr. Wakabayashi is at present in the sum of $1156.97. It was Mr. Ebata's wish and arrangement with Mr. Wakabayashi that this indebtedness be retired at the rate of $100 per month. We have informed Mr. Wakabayashi that up to the present it has been impossible to live up to such an arrangement due to the state of the taxes but that we saw no reason why he should not receive $50.00 per month for the next few months and thereafter the payments be increased as the circumstances may warrant in the hope that in a short period of time the sum of $100 per month could be paid to him. Mr. Wakabayashi was acquainted with the fact that Mr. Ebata was selling his store at 3700 East Hastings Street and in consideration of Mr. Ebata's promise to pay at the rate of $100 per month Mr. Wakabayashi signed a waiver under the "Bulk Sales Act" providing that he would not disturb or dispute the sale under the provisions of that Act. Mr. Wakabayashi has been quite reasonable in regard to this matter but we urge you to authorize us to make arrangements with Mr. Wakabayashi to receive at least $50.00 per month from now on commencing early in September.

The only other indebtedness of Mr. Ebata of which we are aware is the sum of $90.00 owing to Mr. K. Takahashi of 620 Alexander Street, Vancouver. The nature of this indebtedness is, we understand, religious dues called by the Japanese "Tanamoshi Ko". Mr. Takahashi also signed a waiver under the

provisions of the "Bulk Sales Act" and the said sum of $90.00 was payable $30.00 on the third Sunday in May, June and July, 1942 This is an account which Mr. Ebata was very anxious should be taken care of as soon as possible, in fact, he requested that we pay the same prior to the Sundays on which they were due, but we were not able to do so.

Both the indebtedness to Mr. Wakabayashi and Mr. Takahashi were declared to by a statutory declaration pursuant to the "Bulk Sales Act" at the time of the transfer of his business.

You have on your files a note of the instructions of Mr. Ebata concerning the payment up to $200.00 to Miss Modori Moriyama should she require advances. Mr. Ebata did not think she would make any call but wished her to feel free to call upon his resources up to the limit of $200.00 should she find herself in circumstances requiring financial assistance. We, to date, have had no application from Miss Moriyama for any advance.

As arranged with your Mr. Wright it is understood that the Custodian's office will forward to Mrs. Ebata the sum of $50.00 each month for her maintenance and support and for the maintenance and support of her children. Mrs. Ebata is at present at Hastings Park because, we understand, she could not live on the amount of money she was obtaining from us from time to time and so long as she remains there the sum of $50.00 per month should be quite ample for her needs. Would you, therefore

please arrange to pay to Mrs. Ebata the sum of $50.00 per month until the payments can be increased, commencing on or about the 1st of September, 1942, and preferably not later than the 5th of each month? You might send the first two cheques in her favour to us so that we can forward them to her and assure her that we are still supervising the affairs of Mr. Ebata. After that time, unless she requests it otherwise, it would be in order for your office to send the monthly payments direct to her.

We would request that the same arrangement be made regarding the payments to Mr. Wakabayashi. We enclose herewith our cheque in your favour in the sum of $660.15 in accordance with the enclosed statement of affairs.

If there is any further information which you require in this matter at the present time please let us know.

Yours truly,

NORRIS & MacLENNAN,

Per

JAM/MC

Encl.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

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

Rec'd JAN 4 1943
File No. 749
Ans.
Referred MR BELL

December 31st, 1942.

ATTENTION MR. WRIGHT

The Custodian of Enemy Property,
912 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Yosohichi Ebata

As the writer advised your Mr. Wright on the telephone on the 30th inst., the Lessees and Conditional Buyers of the premises and stock and fixtures at 3700 East Hastings Street defaulted in their payments due December 22nd, 1942. Mr. Baynes called and advised that it was impossible for the Lessees and Conditional Buyers to make any further payments and there was nothing he could do about it.

Under the circumstances, we took the only procedure available to protect Mr. Ebata as best we could. We instructed Messrs. Thompson & Binnington Limited to distrain for arrears of $100.00 rent pursuant to the Lease and to seize the fixtures and stock-in-trade pursuant to the Conditional Bill of Sale. This was done on the 30th inst. and the premises are now closed. The goods and fixtures will have to remain under seizure for twenty-one days and the goods distrained for rent must remain for five days.

Unfortunately, if the premises remain closed for more than three days it means that anyone else going in must obtain a Permit from Ottawa to continue the business and our information is that Ottawa is reluctant to grant such Permits. The only alternative is to endeavor to find someone to occupy the premises to carry on a different business. The reason for the default has been given as failure to obtain necessary supplies and from our experience, we know that this is becoming a more and more serious problem all the time, particularly with relation to confectionery businesses. We have as yet not found

December 31st, 1942.

The Custodian of Enemy Property:

anyone who is prepared to take over and if your office knows of anyone, we would appreciate hearing from you in that connection.

We telephoned your Mr. Wright yesterday to advise of the proceedings we were taking because Mr. Ebata, as you know, is an internee and we wished the approval of your Office before taking the distress and seizure proceedings. That permission was given verbally by your Mr. Wright to the writer but we would like to have a letter from you stating that such is the fact because if any legal question comes up, it is in the interests of Mr. Ebata to be able to show that what has been done was with the approval of your Office.

Yours truly,

NORRIS & MacLENNAN,

Per:

JAM/WS

REVIEWED AS OF 13-1-43

P/W A-10 EBATA, Yosohichi File 749

13-1-43 Ledger balance- -$104.51

Debts.

C. Wakabayashi (Sep. 23 Pd. $50.00)
(Nov. 27 Pd. $50.00) - - - - - - - - - - - - - -$1056.97
C. Takahashi- -$ 90.00
$1146.97

(Debt to Wakabayashi of $1156.97 has been reduced as above)

Chattels

Certain chattels are stored in Warehouse of B.C. Purchaser's Co-operative Assn.

Real Property

(1) W.50 feet of lots 1& 2 Blk. 9 of the N½ of Lot 116, Group 1, D.of N.W. Known as 3700 E. Hastings St. Burnaby.
(2) East 50 feet of lots 1 & 2 Blk. 9 of the N½ of Lot 116, Group 1, D. of N.W. Known as 3702 East Hastings Street, Burnaby.
There is fire Insurance with Wellington Fire Ins. Co. for $3,000.00 May 20, 1943.
Public Liability - Canadian General Ins. Co. $5000.00 - $1000.00 Policy #2U2734 expiry date not given
(1) Leased to R. G. Baynes, Mrs. G.A.Baynes and A. Driscoll subsequently defaulted.
(2) Leased to Yen Hoy for $100.00 monthly for 5 years from August 18, 1943.

Chattels, stocks & fixtures under (1) were also covered by agreement of sale now in default. Registered & title in name of Yosohichi Ebata.
Vested July 23, 1942. (3700 East Hastings)

Fees

Norris & MacLennan - - pd.Aug.29/42- - - - - - - - - - -$60.00
H. D. Campbell- - - - - paid- - - - - - - - - - - - - -$17.50
" - - - - - paid- - - - - - - - - - - - - - - -$ 9.75
Norris & MacLennan - - paid- Aug. 29/42- - - - - - - -$25.00

Assets

2 shares in Fuji Chop Suey house.

Future Disposition

#3700 East Hastings has to be rented again and stock liquidated. Norris & MacLennan are handling this as agents for both Internee and ourselves. 3702 does not appear to have been vested. Ask Mr. Macpherson to do this.

COPY

Vancouver, B. C.
January 7th, 1943.

Morris & MacLennan,
Barristers, etc.,
311-622 W. Hastings St.
Vancouver, B. C.

Dear Sirs:

With reference to Conditional Bill of Sale dated April 22nd, 1942, between Yoshichi Hata as Seller and the undersigned as Buyer, we agree that the goods repossessed thereunder may be sold and disposed of forthwith without waiting for the elapse of the twenty-day period provided under the Conditional Sales Act, and we hereby waive the holding of the said goods for such period.

Yours truly,

A. G. Cagnes
G. A. Cagnes
A. N. Drummell

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

Rec'd JAN 9 1943
File No. 249
Ans.
Referred MR BELL

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 9254

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

January 7th, 1943.

ATTENTION MR. K. W. WRIGHT

The Custodian of Enemy Property,
912 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your file P/W-A. 10 -
Yosohichi EBATA

Further to our letter to you of December 31st, 1942 and the further telephone conversations of your Mr. Wright with the writer for a further report, we now have to advise as follows:

Mr. Ebata as Landlord and Conditional Seller of the goods and chattels at 3700 East Hastings Street had the main interest in this business to be protected in the event of default of the Conditional Sales Purchasers and the Tenants. When default did occur it was essential in order to protect Mr. Ebata that the Bailiff be placed in charge immediately in order to forestall the continued sale of the stock as once the money was obtained, it would be impossible to trace it and as long as the premises were left open the assets would be sold and the proceeds lost forever to Mr. Ebata and in fact, to any of the creditors. We understand that some of the wholesalers have fairly large accounts against Mr. and Mrs. Baynes resulting from the carrying on of the business but these, in our opinion, do not compare with the amount involved with Mr. Ebata, nor to the rights that Mr. Ebata should have in preference to other creditors.

As a result of the seizure and distress for arrears of rent under the Lease all the stock-in-trade on hand at the date of distress was tied up. The distress for rent has not resulted in any large amount being obtained as it now appears that most of the furniture and chattels in the living quarters of the premises belong to the mother of Mrs. Baynes and as such were not exigible under distress proceedings. In order to forestall any claim for an illegal seizure, we are today releasing the chattels which belong to Mrs. Robertson, the mother

Rec'd JAN 9 1943
File No.
Ans.
Referred

January 7th, 1943.

The Custodian of Enemy Property:

of Mrs. Baynes, and also a cash register which belongs to a Mr. Francis. The only article of any value which has been obtained as a result of the distress is a radio and that should probably be worth about $20.00. Our information from Mr. Baynes is that there is approximately $600.00 worth of stock-in-trade on the premises. We, through the Bailiffs, Thompson & Binnington Ltd., are endeavoring to obtain offers for the purchase of the stock-in-trade and fixtures outright. Possibly the fixtures will be retained but the stock should be sold at an early opportunity.

We endeavored to obtain burglary insurance on the stock as the possibility of loss from that source appeared to be great. We were, however, unable to obtain such insurance. Under the circumstances then, the thing to do is to sell the stock-in-trade at as early a date as possible and this can be sold under the distress proceedings subject to the claim of Mr. Ebata under the Conditional Sales Agreement. Both parties being the same in this case, it really makes no difference. However, we have obtained from Mr. and Mrs. Baynes a Waiver under the Conditional Sales Act providing that the goods may be sold before the elapse of the twenty-day period permitted by law.

We also obtained a promissory note from Mr. and Mrs. Baynes in favor of Mr. Ebata for the sum of $450.00, payable on demand. This was obtained in the hope that the damages suffered by Mr. Ebata as a result of the default of Mr. and Mrs. Baynes would be covered by this amount and we propose to obtain from Mr. Driscoll a guarantee that at least $150.00 of that amount will be paid by him in default of the Baynes' paying the same. This was done in an endeavor to avoid any difficulty about accounting for the proceeds of the sale to the Conditional Buyers and sending the Notices as provided by the Conditional Sales Act. At the same time, we feel that the promissory note of Mr. and Mrs. Baynes is not of great value since they appear to have no assets whatsoever. We shall, however, keep you advised as to developments herein.

Since dictating the foregoing, we are in receipt of your letter of the 7th inst. The arrears outstanding under the Conditional Bill of Sale amount to $2,100.00 but of course, the sale of the stock and the value of the fixtures must be set off against that

January 7th, 1943.

The Custodian of Enemy Property:

indebtedness. In addition there is the sum of $100.00 for rent due and payable on the 22nd of December, 1942. If the premises are not rented by the 22nd of this month a further $100.00 will be owing for rent.

If there is any further information which you require, please let us know.

Yours truly,

NORRIS & MacLENNAN,

Per:

JAM/WS

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

Rec'd JAN 16 1943
File No. 749
Ans.
Referred

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

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

January 15th, 1943.

ATTENTION MR. K. W. WRIGHT

The Custodian of Enemy Property,
912 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: Your file P/W A. 10 -
Yosohichi EBATA

This will confirm our advice to you by telephone today. We have the prospects of only one substantial offer for the fixtures and stock-in-trade of Mr. Ebata at 3700 East Hastings Street. It appears that a Mr. Thomas, who we understand from our Bailiffs, Thompson & Binnington Ltd., is a person of some substance, is considering making an offer in the neighborhood of $600.00 for the stock-in-trade and the fixtures belonging to Mr. Ebata and repossessed under the Conditional Bill of Sale dated April 22nd, 1942 between Mr. Ebata and the Baynes and Driscoll. However, that prospective offer will not be made unless the rent is reduced from $100.00 a month to $80.00 per month.

We have interviewed several people in order to obtain $100.00 a month, or failing that, $90.00 per month but no one is really interested unless the rent is substantially reduced. One prospective purchaser even advised that he was not at all interested unless the rent was reduced to $50.00 per month. Under these circumstances, it appears to us that if an offer is made in the neighborhood of $600.00 and an undertaking to pay rental of $80.00 per month, it should unquestionably be accepted. Failing that, it is our opinion that the premises will be idle for an indefinite length of time, possibly for the duration of the war. This is due to the difficulties in obtaining supplies for a confectionery or grocery store.

It, therefore, appears to us to be in

January 15th, 1943.

The Custodian of Enemy Property:

Mr. Ebata's definite interests to have such an arrangement completed, if possible. We would like to have the instructions of your office by return, if possible, authorizing us to proceed along those lines. In such case, it would be necessary to give a Lease for a period of two years with an option to renew for a further two years or until the end of the war, whichever event might first happen, providing however, that if Mr. Ebata did not return to Vancouver to carry on the business, then the renewal would be for a further period of two years notwithstanding the end of the war. However, we believe that we will be able to incorporate in any Lease Agreement your usual clause for renewal which does not bind the Custodian's Office to enter into such renewal but is an expression of present intention that other things being equal, the Custodian's Office would not object to a renewal.

Any sale of the goods would, of course, have to be subject to the Wartime Prices and Trade Board Regulations and we have been careful to advise each prospective purchaser that he should, before making any offer, consult with that Board to make sure that he could obtain the necessary licence to carry on. However, as you intimated over the telephone, there is a possibility that we as vendors of the stock and fixtures also must comply with the Wartime Prices and Trade Board Regulations and obtain the necessary Permit to effect sale. We are not satisfied that we are obligated under the Regulations and have endeavored to communicate with Mr. Cowley of the Wartime Prices and Trade Board to clarify that situation. Mr. Cowley is away from the City until tomorrow and no one presently in the office seems to know whether we would come under those Regulations. We would be careful, however, in making any sale to consult first with the Wartime Prices and Trade Board in order to comply with any of their lawful requirements. However, it is our opinion definitely that we do not come within their Regulations because the Distress Act and the Conditional Bills of Sale Act of this Province provide that when seizures are effected a sale must be made. It is certainly not the intention of the Wartime Prices and Trade Board Regulations to interfere with that procedure in our opinion.

Ordinarily goods would be held for twenty days under the seizure pursuant to the Conditional Bills of Sale Act but we have received written Waiver of the conditional purchasers to the holding of the goods for that length of time. We enclose herewith a copy of such Waiver for your file.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

February 1st, 1943.

ATTENTION MR. WRIGHT

The Custodian of Enemy Property,
912 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: EBATA, Yosohichi, P/W A-10
Your file #749 - Legal Dept.

We acknowledge your letter of the 27th inst. and are forwarding herewith a short report because this matter is not yet completed.

As a result of the seizure, the business premises were closed at 3700 East Hastings Street for some time pending search for a buyer. Finally a buyer, one Vernon Thomas, was located and he made an offer of $675.00 providing the rent could be reduced to $80.00 per month where it was formerly $100.00 per month. As a result of our correspondence and telephone conversations with your office, we did agree to reduce the rent to $80.00 per month and also agreed to allow $50.00 for redecorating. The premises, as you perhaps know, were in very bad condition inside and it was found impossible to rent them to anyone unless some allowance was made for decoration. One prospective purchaser wanted $500.00 for decorating and of course, we could not recommend the expenditure of that amount.

Before the deal was closed, however, with Mr. Thomas, there was a robbery at the store and approximately $200.00 worth of goods stolen. We had, as you know, attempted to cover any prospective loss by insurance but were unable to obtain burglary insurance.

Messrs. Thompson & Binnington called today with statement of their account for services and their account amounts to the sum of $104.00. We discussed the

File 74

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8254

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C.

February 2nd, 1943.

Yosohichi Ebata, Esq.
c/o The Custodian of Enemy Property,
912 Royal Bank Bldg.
Vancouver, B. C.

Dear Mr. Ebata;

We are sorry to have to inform you that the Baynes fell down badly in their Conditional Bill of Sale and Lease Agreement with you. The payments due on December 22nd, 1942 were not made and to protect your interests, we sent a Bailiff to seize what was left on December 30th. The Baynes unfortunately allowed the business to run down and didn't pay proper attention to keeping the business going. At the last, apparently, their idea was to sell as much as they could before being stopped.

Most of the stock had been sold when we seized and the fixtures, it turned out, were not worth very much on the open market. We endeavored to interest several purchasers but without success until finally the Bailiffs located a man by the name of Vernon Thomas who made an offer of $675.00. At that time the premises were closed down and we tried to get burglary insurance on the store and the fixtures because we were afraid of a robbery since the premises were vacant. No Insurance Company, however, would give us a policy and before the deal could be completed with Vernon Thomas there was a robbery. Approximately $200.00 worth of goods were taken but we settled the difference with Mr. Thomas at $150.00 and still were in hopes that some of the stolen goods would be recovered. Actually approximately $10.00 worth of the stolen goods are now in the hands of the Police and we will try to get $10.00 from Thomas for those goods. The rest of the goods have disappeared and must be looked upon as a total loss.

We tried to interest a tenant in the premises at $100.00 a month, the rate that the Baynes were paying, but were not able to do so. Conditions have

February 2nd, 1943.

Yosohichi Ebata, Esq.

changed a great deal since you left and confectionery supplies are very hard to get. As a result, not many people are interested in going into the confectionery business. Because of that situation, we tried to get a Drug Store interested and thought we might even have a Beauty Parlor business started but both those propositions fell through. It looked then as though the premises were going to be vacant and the stock would have to be sold at auction at a great sacrifice, until Vernon Thomas was located.

After the robbery it was agreed to sell Mr. Thomas the goods for $525.00 instead of $675.00 as originally arranged. The Bailiff's charges were considerable in this connection and he charged a commission on the sale. At first we thought his charges were somewhat high but have discussed the matter with him at length and have come to the conclusion that they are reasonable. He sent us a cheque for the difference, $421.00. In other words, his charges amount to $104.00. Actually, part of his account is out-of-pocket expenses as he had to send a man down there on numerous occasions to show the premises to prospective buyers and to nail up the premises in the hopes of averting a robbery and also to interview the Police on numerous occasions in connection with the robbery. In addition, he has his regular charges for levying the Distress Warrant and the Warrant under the Conditional Bill of Sale and that is all included in the sum of $104.00. Also the fact that the goods were sold to Mr. Thomas without the necessity of an auction sale saved Auctioneer's costs and advertising expenses and both we and the Bailiff are satisfied that a bigger price has been obtained than could have been obtained by auction and also you are assured of an income of $60.00 a month for the next two years providing Mr. Thomas lives up to his arrangement to pay that amount of rent. We have satisfied ourselves that Mr. Thomas is a fairly good risk and certainly the payments should be obtained a lot easier than from the Baynes.

There was a further difficulty in connection with the sale in that a Permit now had to be obtained for Thomas from the Wartime Prices and Trade Board, which discourages any businesses being opened up after being shut down for any length of time. However, that matter has been straightened out with the Wartime Prices and Trade Board and Thomas will be able to get a Permit.

We enclose herewith for your signature a

February 2nd, 1943.

Yosohichi Ebata, Esq.

Bill of Sale in duplicate setting forth the articles that are to be sold to Thomas for the sum of $525.00. This includes, as you will notice, the groceries, confections, tobaccos and stock-in-trade. Actually that item doesn't amount to very much and we feel that the sum of $525.00 for the articles which are being sold is a very good price on the present market. In fact, the location of your store, which is still a good location for a store of that nature, induced Mr. Thomas to make an offer for the goods considerably higher than could be obtained from any other source.

We also enclose herewith Lease Agreement in triplicate, being a Lease along the lines of the Baynes Lease only for two years instead of five. At the same time, it was necessary to arrange with Mr. Thomas that we would credit him with $50.00 for alterations and decorating that he was going to do. The premises, as you know, have been neglected for some time and they did not improve with the Baynes in occupation. Thomas, however, is doing a lot pf painting and decorating and his expenses will come to considerably more than $50.00 but we have arranged with him that we would only allow him $50.00 and anything in excess of this must come out of his own pocket. We trust you approve of that arrangement.

We had some pretty cold weather here a couple of weeks ago while the premises were vacant and the pipes froze. We had to call in a plumber to repair the same and he could not give us an accurate estimate at the time but he is a responsible plumber and will be sending in his account in the near future. We don't think it will be a very big item but it is just another expense which has to be met. It is just one of the hazards of being a landlord.

We have also had to do a great deal of work in connection with this matter and have drawn our account for legal services todate and enclose herewith a copy for your information. We trust you find the same in order. We may say that we have received the February rent from Mr. Thomas in the amount of $80.00.

In trying to collect from the Baynes for the money they owe you, it turned out to be a pretty hopeless proposition. They seem to have spent anything they made at the store long before they defaulted in their last payment. In order to save legal costs and in the hope of getting something from the Baynes, we made

Yoshichi Ebata, Esq. February 2nd, 1943.

an arrangement with them that they would give us a promissory note in your favor for the sum of $450.00. They did do that and it is a Demand Note. However, they have left the City and gone to Prince Rupert and we are afraid it will be quite a difficult proposition to collect anything from them. At the same time, Driscoll is not released from his obligation to you under the Conditional Bill of Sale and the Lease. The fact, however, that we sold the chattels to Thomas without putting up the goods for auction would in effect release Baynes and Driscoll from any claim under the Conditional Bill of Sale. To hold them responsible it would have been necessary to auction the goods and to advertise and give them special notices and the additional expense did not seem to be warranted to do that. We have, however, arranged with Driscoll that he will pay $150.00 of the Baynes note, leaving them still owing $300.00. If you approve of our taking $150.00 from Driscoll to release him from any claim under the Lease, you might let us know. We recommend that this be done as otherwise Driscoll can be sued with the consent of the Custodian but we are not at all sure that anything substantial can be obtained from him. It is better in our opinion to take the $150.00 than to become involved in a lawsuit with Driscoll. Even the sum of $150.00 he says he cannot pay outright but would pay at the rate of $25.00 per month. We would like to have your instructions to settle with him on that basis, if you approve.

We would like to have your signature to the Bill of Sale and the Lease and the same returned to the Custodian, when he will in turn send your copies over to us.

The writer trusts that you are in comfortable surroundings and we all hope that this war will be over soon so everyone can resume normal living but it seems that the length of the war is anybody's guess.

Best regards.

Yours sincerely,

NORRIS & MacLENNAN,

Per:

JAM/WS
ENCLS.

THIS INDENTURE made the 30th day of January, 1943.

In pursuance of the "SHORT FORM OF LEASES ACT."

BETWEEN:

YOSOHICHI HBATA, formerly of 3700 East Hastings Street, in the City of Vancouver, in the Province of British Columbia, Merchant, and presently in care of the Custodian of Enemy Property, Vancouver, British Columbia, hereinafter called the "Lessor"

OF THE FIRST PART

-and-

VERNON THOMAS, of 3700 East Hastings Street, in the City of Vancouver, in the Province of British Columbia, Merchant, hereinafter called the "Lessee"

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor doth demise and lease unto the Lessee, all that certain shop and premises in the Municipality of Burnaby, in the Province of British Columbia, known as 3700 Hastings Street East, and situate on the West Fifty Feet of Lots One (1) and Two (2), Block Nine (9), of the North Half of Lot One Hundred and Sixteen (116), Group One (1), Map 1236, Municipality of Burnaby, in the District of New Westminster, in the Province of British Columbia, being the first store on Hastings Street East from the South-East corner of Hastings Street East and Boundary Road, for the term of two (2) years to commence on the 1st day of February, 1943 and from thenceforth and to be occupied continuously during the whole of the said period and for the purpose of carrying on the business of general merchant, grocer and confectioner, at a total rental for the said term of One Thousand Nine Hundred and Twenty ($1,920.00) Dollars, payable monthly in advance in equal instalments of Eighty ($80.00) Dollars on the 1st day of each and every month during the said term, commencing the 1st day of February, 1943, and the Lessor hereby acknowledges receipt from the Lessee of the sum of $80.00, being the instalment due hereunder on the 1st day of February, 1943.

AND THE LESSEE COVENANTS with the Lessor to pay rent; to maintain the premises and plumbing and drains in good repair; to pay water and gas rates, electric light rates and charges and all other rates and charges (excepting taxes) which shall be assessed or chargeable upon the said premises during the term hereby demised or during the time that the Lessee shall occupy the said premises as tenant to the Lessor under these presents.

AND THE LESSEE COVENANTS with the Lessor that he will not sell in the said store or as a part of the business conducted therein, fresh fruits, fresh vegetables or flowers;

AND that he will not assign this Lease or sub-let the whole or any part of the said premises or make any alterations on the outside of the said premises or permit any auction sale to be held therein without the written consent of the Lessor, provided however, that the Lessee may make alterations to the interior of the said premises for the purpose of his said business and not otherwise;

AND THE LESSEE AGREES that he will keep the glass, including plate and ornamental glass, and woodwork and any additions or improvements that may be made to the said premises by either the Lessee or the Lessor and the premises generally in good repair and surrender them at the expiration of the said term in a good state of repair and all glass (including plate glass and ornamental glass) entire and perfect;

AND that if the Lessee at any time becomes bankrupt or insolvent or assigns or transfers his interest or any portion of his interest in the goods and chattels on the said premises to any other person or ceases in any way to control them (save in the ordinary course of business) six months' instalment of rent shall immediately become due and payable forthwith and distress may be made to collect such rent and the term hereby demised shall immediately become forfeited and void;

AND that if the Lessee does not leave the said premises clean and in good repair and condition as herein provided, the Lessor may, without notice to the Lessee, have the said premises put in good repair and condition and cleaned, and the Lessee agrees to pay the cost thereof and rent until done;

AND that if the said premises shall remain unoccupied at any time during the said term, the Lessor and his agents may re-enter the said premises by force or otherwise, without being liable to any prosecution therefor, and may re-let the said premises as the agent of the Lessee and receive any rent thereof and apply the same first in payment of such expenses as the Lessor may be put to in re-entering, and in payment of any expense, not exceeding six months' instalment of rent hereunder, that may be incurred (at the discretion of the Lessor) for making alterations or repairs to suit or induce any other persons to take the said premises (but shall not prevent any action or claim of the Lessor for damages to the property or otherwise) and then in payment of the rent due by these presents until the full expiration of the term hereby granted.

AND that if any default be made in the payment of the said rent or any part thereof at the times above specified, or if any default be made in the performance of any of the covenants or agreements herein contained, or if, in the opinion of the Lessor the goods or chattels upon the said premises at any time are not sufficient in value to satisfy six months' instalment of rent at the rate herein specified, the said leasing and the relation of the landlord and tenant shall, at the option of the Lessor, cease and determine and the Lessor or his agents may re-enter and take possession of the said premises.

AND that if the building hereby leased be partially damaged by fire, it shall be repaired as speedily as possible

by the Lessor; but in case the damage shall be so extensive as to render the building untenantable, the rent shall cease until it is repaired; or if the building be so damaged that the owner shall decide not to rebuild, the term shall cease, the premises be surrendered and the accrued rent be paid up to the time of the fire.

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

THE LESSEE admits and agrees that the plumbing work and drains in and about the said premises are now in a sanitary and satisfactory condition and that the said premises are now clean and in a good state of repair.

THE LESSEE COVENANTS at all times to leave goods, chattels and fixtures on the said premises to the value of at least Four Hundred and Eighty ($480.00) Dollars until all the rent due or to become due under this Lease is fully paid.

THE LESSEE COVENANTS that he will at his own expense make all necessary repairs to the premises leased herein and that he will not make any claim or demand on the Lessor in respect thereto.

THIS INDENTURE and every matter and thing herein contained shall enure to the benefit of, and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED AND DELIVERED in the presence of

D.G. Bradshaw Lt.Col

J.A. Arthur Paterson
Vernon B.C.
Solicitor
as to the signature of
Vern Thos.

Goschichi Ebata

Vernon Thomas.

PROVINCE OF BRITISH COLUMBIA }
TO WIT: }

I hereby certify that on the 30th day of January, 1943, at the City of Vancouver, in the Province of British Columbia, Vernon Thomas, who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed Lease Agreement as the maker thereof, and whose name is subscribed thereto as a party, and that he knows the contents 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 Vancouver, British Columbia, this 30th day of January, 1943.

A Commissioner for taking Affidavits within British Columbia.

(COPY) "A"

This Indenture

made in triplicate the day of January in the year of our Lord one thousand nine hundred and Forty-three.

BETWEEN

State Full Name Address and Occupation.

YOSOHICHI EBATA, formerly of 3700 East Hastings Street, in the City of Vancouver, Province of British Columbia, Merchant, and presently in care of the Custodian of Enemy Property, Vancouver, British Columbia

hereinafter called the "Grantor," of the

First part, and

State Full Name Address and Occupation.

VERNON THOMAS, of 3700 East Hastings Street, in the City of Vancouver, in the Province of British Columbia, Merchant,

hereinafter called the "Grantee," of

the Second Part.

WHEREAS, the said Grantor is possessed of the goods, chattels and personal effects hereinafter set forth, described and enumerated, and hath contracted and agreed with the said Grantee for the absolute sale to him of the same, for the sum of Five Hundred and Twenty-five ($525.00) Dollars.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of ...Five Hundred and Twenty-five..... Dollars ($525.00) of lawful money of Canada, now 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 said Grantee, ALL THOSE the said goods, chattels and personal effects hereinafter described that is to say:

1 National Cash Register #1691679/736
1 National Cash Register #1793197/717
2 Showcases approximately 10 ft.long
2 Showcases approximately 4 ft.long
2 Counter Showcases
1 Wall Clock
1 Peanut Roaster
1 Showcase approximately 6 ft.long
1 Marble Fountain approximately 8 ft. long
1 Electric Coca Cola Cooler
1 Ice Box
1 Nizer Ice Cream Cabinet (without motor)
2 Large Wall Mirrors

together with all groceries, confections, tobaccos and stock-in-trade situate upon the hereinafter described premises,

all of which said goods, chattels and effects are now in the possession of the Grantee and are situate, lying and being in or upon and about the premises at 3700 East Hastings Street, City of Vancouver, in the Vancouver in the County of in the Province of British Columbia.

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

TO HAVE AND TO HOLD the said hereinbefore assigned goods chattels and effects and all of them and every part thereof, with the appurtenances thereto, 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 For Ever:

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, chattels and effects and all of them, and every part thereof:
AND that the said Grantor now hath in him 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, chattels and effects 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 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, chattels, and effects, 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, chattels and effects 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.

AND it is expressly agreed between the parties hereto that all grants, covenants, rights, powers, privileges and liabilities, contained in this Bill of Sale shall be read and held to be 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 the 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 the day and year first written above.

Signed, Sealed and Delivered
IN THE PRESENCE OF

"C.G.Bradshaw, Lt. Col"
Camp Comm.
Angler, Ont.

State Full Name Address and Occupation.

"YOSOHICHI EBATA" (Seal)

"

"VERNON THOMAS" (Seal)

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness sworn before me this 13

day of Feb A.D. 194 3

"C.G.Bradshaw, Lt. Col."
~~A Notary Public in and for the Province of British Columbia~~
A Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF BONA FIDES
"Bills of Sale Act"

British Columbia
TO WIT:

I, Vernon Thomas
City of Vancouver
of British Columbia
of Sale, make oath and say:

of the
in the Province
, the Grantee in the foregoing Bill

That the assignment therein made is bona fide for valuable consideration, namely Five Hundred and Twenty-five..... Dollars, and that the consideration is duly set forth in the said Bill of Sale; and that it is not for the purpose of protecting the Goods and Chattels mentioned in the said Bill of Sale against the creditors of the Grantor therein named or of preventing the creditors of such Grantor from obtaining payment of any claim against the said Grantor.

SWORN before me at the City
of Vancouver in the Province
of British Columbia, this 30th day
of January A.D. 1943.

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

DATED January 30th 1943

YOSOHICHI EBATA

TO

VERNON THOMAS

Bill of Sale
(ABSOLUTE)
FORM NO. 14

Murphy & Chapman Ltd., Law Printers and Stationers
Vancouver, B.C.

NORRIS & MacLENNAN
BARRISTERS ETC.
VANCOUVER.....B.C.

AFFIDAVIT OF WITNESS

British Columbia
TO WIT:

I,
of in the Province of
make oath and say as follows:

1.—That the paper-writing hereunto annexed, and marked "A," is a true copy of the Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and every attestation of the execution thereof, as made and given and executed by

2.—That the said Bill of Sale was made and given by the said on the day in the year of our Lord one thousand nine hundred and forty

3.—That I was present and did see the said , in the said Bill of Sale menticned, and whose name is signed thereto, sign and execute the same on the said day of in the year aforesaid.

4.—That the said at the time of making and giving the said Bill of Sale, resided and still resides at and then was and still is

5.—That the name set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at and am a

Subscribed to and sworn before me, this
day of A.D. 194
at the of
in the Province of British Columbia.

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

Air Mail

Copy mailed

R. E. STEWART
REAL ESTATE
3748 HASTINGS ST. E.

Feb 26 - 1943.

Residence

Mr Peers, Custodian of Alien Property
Internee No 749 file

Corner Boundary Rd and McGill St.

Tosohichi Ebata at Angler ont.

I have an offer from Yen Fat of 4159 Pender St East of $3500.00 with $2000.00 Cash Down and the Balance to be paid at $200.00 a month Intrest at 6% on Lot 2. in Block 9. District Lot 116, N. ½ Map 1236. the Burnaby Corporation assesses the Lot at $1400.00 and Improvments on the lot 2. at $300. total $1700.00 the address of this Building is 3702 Hastings St E Vancouver B.C. the offer is given to R.E. Stewart Real Estate agent at 3748 Hastings St East 5% Commission to be paid to the agent if the offer is Excepted.

Yours Sincerely

R E Stewart

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

Rec'd FEB 28 1943
File No.
Ans.
Referred

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8854

BANK OF NOVA SCOTIA BUILDING
602 HASTINGS ST. WEST

VANCOUVER, B. C. February 26th 1943.

ATTENTION MR. WRIGHT

The Custodian of Enemy Property,
Legal Department,
912 Royal Bank Bldg.
Vancouver, B.C.

Dear Sir:

Re-P-WA-10, EBATA, Yosohichi.
Your file 749

Further to your letter of the 20th instant we now enclose herewith copy of Bill of Sale which you requested in order to complete your file.

There still remains the question of settling the indebtedness of the Baynes and Driscoll, and we have ascertained from you that Mr. Ebata has given no instructions apart from returning the Bill of Sale and the Lease duly completed. Under the circumstances, we suggest that our recommendations in our letter of the 2nd instant to Mr. Ebata in connection with settling these matters be followed out. In order for us to do so effectively, however, we would need to exercise our authority under Power of Attorney granted by Mr. Ebata to the writer on April 22nd 1942. Before we proceed to communicate with these debtors and make any arrangements we would like to know from you whether you will permit the writer to act on the authority of that Power of Attorney as we understand that without your permission the authority in the power of Attorney is suspended due to the internment of Mr. Ebata.

Yours truly,

NORRIS & MacLENNAN

PER:

JAM:MB
ENCL.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

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

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5554

Rec'd MAR 15 1943
File No.
Ans.
Remind MR PEARS

March 11th, 1943.

ATTENTION MR. WRIGHT

The Custodian of Enemy Property,
912 Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Re: P/W. A-10 - EBATA,
Yosohichi

We thank you for your letters of the 5th and 10th inst. which both arrived today. We acknowledge the cheques which you mentioned in your letter of the 5th and are forwarding these as requested and appreciate your attention to this matter.

We note in your letter of the 10th inst. the offer of Yen Fat and have a suspicion that this may be an attempt to obtain the property at a sacrifice without the knowledge of another Chinese who has asked the writer to let him know if the property is ever put on the market for sale. The Chinese we mention is Tommy Yen, who is also known by several other Chinese names, as is the custom. We do know that Mr. Ebata was some years ago offered $17,000.00 for this property and refused the same even though it was a cash proposition at that time and we have no doubt that Mr. Ebata will not agree to sell to Yen Fat.

We would appreciate knowing from you when you are informed whether Japanese properties are going to be placed on the market for sale as we have had numerous inquiries in respect of tenants occupying Japanese premises under our supervision, as well as numerous inquiries from our clients regarding the rumors respecting sale of their properties. We presume that no sale would be contemplated of any property which we are supervising for our clients without our being notified well in advance to receive the instructions of our clients pertaining to the same.

Yours truly,
NORRIS & MacLENNAN,

Per:

JAM/WS

File 749

June 8th, 1943.

MEMORANDUM

To: Mr. K. W. Wright.

From: M. Sullivan

Re: EBATA, Yoshichi, P/W A-10,
(Released)

A review of the above noted file shows the position of the owner's affairs to be as follows:

REAL ESTATE:

3700 E. Hastings St. (Store bldg.)
3702 E. Hastings St. (Store bldg.)

Taxes:

1941 & 1942 taxes paid in full December 18th, 1942.

Rents:

3700 leased at $80.00 per month.
3702 leased at $100.00 per month.

N.B. No rental statement has been received from Messrs. Morris & McLennan since February.

Insurance:

Fire Policy - Hobson, Christie & Co. - #327264 - $3000. (expires May 20/43)
Public Liability Policy - Can.Gen.In. #2V2723 - $5000.

DEBTS:

Mortgage held by Chuya WAKAHAYASHI - $856.97 owing. (Private Loan Agreement made in January, 1940)
Religious dues owing to K. Takahashi - $90.00.

CHATTELS:

Various items including Piano, Gas Range, Safe, etc. stored at 992 Powell St.(Custodian Central Storage).

LIFE INSURANCE:

Prudential Life Policy # M-4269395 - $500.00.

BALANCE AT CREDIT:

.07 (Custodian Office).

RECOMMENDATION:

That this file be retained in the Enemy Section until an up-to-date accounting is received from Messrs. Morris & McLennan, and the recorded debts are reduced considerably.

/MS

MS

MEMORANDUM

File No. Int. 749 A

August 12th, 1943.

TO: The File

FROM: Mr. G. B. Spain

RE: B. C. Purchasers Co-operative Association

As the B. C. Security Commission had accumulated sufficient Custodian releases to justify the opening of the premises at 573 East Hastings St., I telephoned Mr. McLennan of Norris & McLennan, the legal representative of the Association, and suggested to him that he should bring the key, and accompany the Custodian officials, and members of the B. C. Security Commission, to arrange identification of chattels.

At 9:00 A.M. today we all met as arranged and Mr. McLennan with the key attempted to open the front door. This proved impossible as there appeared to be some obstruction inside, quite apart from the bad condition of the lock on the door. Eventually we were able to gain entry through the rear door and were then able to understand why the front door could not be forced. Thieves had entered by the front door, and had placed large planks against the door, preventing the opening of it which would insure their uninterrupted examination of all the chattels, most of which appeared to have been packed in boxes. The lids had been torn off the boxes and contents ransacked and scattered over the floor, and piled up in a state of utter confusion, making shipment impossible. Both Mr. McLennan and the B. C. Security Commission representative realized the futility of attempting to identify and separate the chattels, so the truck was dismissed.

Mr. McLennan called in detectives who made a cursory examination and left without making comments. This particular location is the hangout corner of the worst element in Vancouver.

All chattels were eventually moved to our warehouse and sold by public auction.

Mr. McLennan sent a representative who, in company with our Mr. D. A. Smith, spent about one week identifying chattels on the basis of a list supplied by Mr. McLennan. This identification was accomplished only with extreme difficulty.

Under the aforementioned circumstances, the Custodian can assume no responsibility for anything that may be missing.

GBS:LRM

Geo. B. Spain

MEMORANDUM

Recd. SEP 29 1943

May 19th, 1943.

To: Internee file 749

From: Specified Articles Department

Re: EBATA, Yosohichi - Reg. 08857

ARTICLE	DESCRIPTION	APPRAISED VALUE
RADIO	8. Philco Radio. Ser. No. U53969	$ 25.00

S. sold by auction 21/6/44
Gross over 25.

am

PHONE SAYVIEW 2000 RES. SAYVIEW 1821-M

HENRY KAULBACK

REAL ESTATE - INSURANCE

2664 GRANVILLE STREET · VANCOUVER, B.C.

HOMES :: HOMESITES :: RENTALS :: LOANS :: CONVEYANCING

November 18,1943.

ENEMY SECTION
Rec'd NOV 19 1943
File No.
Ans'd
Refer'd

Mr. R.W. Wright,
c/o Custodian's Office,
912 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

RE: 3700 East Hastings Street, owned by Mr. Evata --Japanese.

We have a cash offer of Seventy-five Hundred($7500.00) for the said property.

We would appreciate a reply, as early as possible.

Thanking you, we remain,

Yours very truly,

HENRY KAULBACK

PER.....

HK:ER

Chilliwack, B. C.
Chilliwack Fruit Distributors

Vancouver, B. C.
Bay. 8247 L
Trin. 5614

CARROL SWARTZ

JOBBER - PACKER
FRUIT - PRODUCE

245 Keefer St.
~~100 GRANVILLE STREET~~,
VANCOUVER, B. C.

ENEMY SECTION
Rec'd NOV 26 1943
File No.
Ans'd
Refer'd Mr Pearo

Nov. 24, 1943.

Internee Dept.,
Room 912,
Royal Bank Bldg.

Gentlemen:

We herewith submit the following offer for the property situated and now occupied by

Vern's Confectionery,	3700 E. Hastings St.	Vancouver, B.C.
Quon'Bros.	3702 E. Hastings St.,	Vancouver, B.C.
Elite Taxi	3708 E. Hastings St.,	Vancouver, B.C.

This property actually comprises two lots and the buildings thereon, for which we offer Seventy-six Hundred Dollars, $7600.00, upon receipt of a clear title, with all taxes and charges paid to date, to take possession within thirty days.

Kindly send your reply to 245 Keefer St., Vancouver, B.C.

Yours truly,

Carrol Swartz

CARROL SWARTZ

Ph to me K W W

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA

November 30, 1943.

Rec'd NOV 30 1943
File No.
Ans.
Referred MR WRIGHT.

ENEMY SECTION
Rec'd DEC 1 1943
File No.
Ans'd
Refer'd MR Peers

~~Catalogue~~ File #749.

3702 E. Hastings, 2/9/N½116.

Lot 50x122.

This is a one-storey frame building, 18x50, on post foundation with tarpaper roof. Built for a fruit stand with removable glass front. Very cheaply built. At present this is an important street car transfer point. The revenue shows good returns on $7500.

Selling Value . . . . . $3500.

PEMBERTON REALTY CORPORATION LIMITED.

W G Moore

W. G. Moore.

WGM-JM

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

418 HOWE STREET
VANCOUVER, CANADA

November 30, 1943.

Rec'd NOV 30 1943
File No.
Ans.
Referred MR WRIGHT

ENEMY SECTION
Rec'd DEC 1 1943
File No.
Ans'd
Refer'd MR Pien

File
~~Catalogue~~ #749.

3700 East Hastings, 1/9/166.

Lot 50x122

Corner Boundary Road and Hastings. This is an old one storey frame store with three living rooms at the back; very cheaply built and in a run down condition; without basement, on posts. At present it is an outstanding corner being a street car transfer point. The revenue shows 10% on an investment of $7500.

Selling Value $5,000

PEMBERTON REALTY CORPORSTION LIMITED.

W G Moore

W. G. Moore.

WGM-JM

912 Royal Bank Building,
Vancouver, B. C.
December 2nd, 1943

749
Legal Department

Mr. Henry Kaulback,
2664 Granville Street,
Vancouver, B. C.

Re: Lots 1 and 2, Block 9, North Half of
D.L. 196, N. W. D., known as
3700-3702 East Hastings Street

Dear Sir:

With reference to your letter of November 18th last, offering to purchase the above noted property at a price of $7500.00, we regret to advise you that the Custodian cannot entertain this offer. We have had an independent valuation made which shows the property as being worth more than your offered price.

Before any sale is made, this property will be advertised for sale by tender, and we will endeavour to notify you at that time, so that you may have an opportunity of submitting an offer should you so desire.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JF

912 Royal Bank Building,
Vancouver, B. C.
December 2nd, 1943

749
Legal Department

Mr. Carroll Swartz,
245 Keefer Street,
Vancouver, B. C.

Re: Lots 1 and 2, Block 9, North Half of
D.L. 196, N. W. D., known as
3700, 3702 East Hastings Street

Dear Sir:

With reference to your letter of November 24th last, offering to purchase the above noted property at a price of $7600.00, we regret to advise you that the Custodian cannot entertain this offer. We have had an independent valuation made which shows the property as being worth more than your offered price.

Before any sale is made, this property will be advertised for sale by tender, and we will endeavour to notify you at that time, so that you may have an opportunity to submit an offer should you so desire.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JP

912 Royal Bank Building,
Vancouver, B. C.
December 2nd, 1943

740
Legal Department

Messrs. Norris & MacLennan,
Bank of Nova Scotia Building,
602 West Hastings Street,
Vancouver, B. C.

Re: Yoshichi ENATA, and
3700-3702 East Hastings Street

Gentlemen:

This is to advise you that we have recently received two offers to purchase the above noted property, at prices of $7,500.00 and $7,600.00. These offers have been refused as they do not reach the valuation on our file amounting to $8,500.00. This valuation is for $5,000.00 on Lot 1, and $3,500.00 on Lot 2.

We have advised the persons who made the above mentioned offers that, before selling this property, it will be advertised for sale by tender.

It is our intention to notify you when this property is advertised for sale.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JF

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

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

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8864

ENEMY SECTION
Rec'd DEC 2 1943
File No.
Ans'd
Refer'd

December 1, 1943.

The Custodian,
912 Royal Bank Bldg.,
Vancouver, B. C.

Your File #749

Dear Sir: re Yosahichi Ebata

We now enclose, herewith, our cheque, in your favour for the sum of $346.78, being the proceeds of rentals of the property at 3700-3702 East Hastings Street, for the months of September, October and November, 1943, less the disbursements mentioned in the Statement.

The cheque to Mr. Formanek was in payment of his account for carpentering at 3702 East Hastings Street. We enclose, herewith, his receipted account. The cheque to Builders Lumber and Supply Co. Ltd., for $28.64, was for lumber and materials supplied for the work that had to be done. We may say we obtained Mr. Ebata's authority to incur these expenses.

We understand you will be sending $100.00 for Mrs. Ebata to defray her moving expenses to Montreal as we advised in our letter to you of the 25th ultimo.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

Encls.

BLANE, FULLERTON & WHITE LTD.
821 W. HASTINGS ST. VANCOUVER, B. C.
PACIFIC 8121

ENEMY SECTION
Rec'd DEC 22 1943
File No.
Ans'd
Ref'd

Vancouver, B. C.
December 21st, 1943

Attorney's Department,
Office of The Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Attention - Mr. Peers

Dear Sirs: Re: 3700-3708 Hastings Street East - Lots 1 and 2, Block 9, D. L. 116 N. Map 1236 Group 1, N. W. D. Hastings Townsite

We herewith tender an offer to purchase the above mentioned property for the price and sum of $10,500.00, all cash. We enclose a certified cheque in the amount of $1,000.00 as a deposit, the balance of cash to be paid to your department when and if the offer is accepted. The said deposit shall form a part of the purchase price, and all adjustments shall be made as from the date of acceptance. The good and sufficient title is to be conveyed at that time to our client, Mr. C. Thomas. Should the offer not be accepted the said deposit is to be returned in the usual manner.

Should any other requirements be necessary we would be only too pleased to furnish same on your request.

We note that this property is not being offered for sale at the moment, but we thought that with the co-operation of the Japanese owner it might be possible.

We think this is a very sound offer for the purchase of the above mentioned property, and trust to be favored with an early reply.

Yours very truly

BLANE, FULLERTON & WHITE LIMITED

F. B. McLellan
Mgr. Real Estate Department

FBM/IBR.
ENCL.

INSURANCE
GENERAL
AGENTS

912 Royal Bank Building,
Vancouver, B. C.
December 22nd, 1943

749
Legal Department

Messrs. Blane, Fullerton & White, Ltd.,
821 West Hastings Street,
Vancouver, B. C.

Re: Lots 1 and 2, Block 9, North ½ of
Lot 116, Group 1, Map 1236, N. W.D.,
3700-3702 East Hastings Street

Gentlemen:

With reference to your letter of the 21st instant, we regret that we must reject your offer to purchase the above noted property, as it is not our intention to offer this property for sale at the present time.

Evidence on our file indicates that so far as the owner is concerned, he places a very much higher valuation on the property than the amount of your offer of $10,500.00.

Before sale of this property is made, it is the intention of the Custodian to advertise, offering the property for sale by tender, and we will endeavour to notify you at that time so that you may have an opportunity of submitting a tender.

We return herewith your certified cheque amounting to $1,000.00, which you enclosed in your letter, and would ask you to kindly acknowledge receipt.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JF
Encl.
REGISTERED

749
Legal Department

912 Royal Bank Bldg.,
Vancouver, B. C.
December 21st, 1943.

Messrs. Norris & MacLennan,
Barristers & Solicitors,
Bank of Nova Scotia Bldg.,
602 West Hastings Street.,
Vancouver, B. C.

Gentlemen: Re: P/W A-10 (Released) ENATA, Yoshichi.

We have your communication of the 17th instant.

It is not our intention to offer these properties for sale at the present time. Independent appraisals place the value at $8500.00 but our Advisory Board will have an opportunity to review these prior to any offering as, if and when such a course is decided upon.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/W

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

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

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE, SEYMOUR 6894

ENEMY SECTION
Rec'd DEC 18 1943
File No. 749
Ans'd
Refer'd

December 17, 1943

The Custodian,
912 Royal Bank Bldg.,
Vancouver, B. C.

Attention Mr. Wright

Dear Sir: re: P/W A-10, Ebata, Yosohichi

Further to our correspondence in this connection, we have now received a letter from Mr. Ebata advising that he paid $17,500.00 for the premises at 3700-3702 East Hastings Street and that he was offered $17,000.00 cash about 3 years ago and refused it.

He has spent monies on improving the premises since he purchase the same and considers they are worth at least $25,000.00. Mr. Ebata, however, does not wish to sell at any price, but wishes to retain the property so that he could have an assured income.

We would appreciate your letting us know, if, in spite of the wishes of Mr. Ebata, it is the proposal of the Custodian to sell this property and, if so, at what price you consider selling. We would like to have that information by return if possible.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

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

TELEPHONE MARINE 6264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON

ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES

MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

22nd April, 1944.

ENEMY SECTION
Rec'd APR 24 1944
File No.
Ans'd
Refer'd

K.W.Wright, Esq.,
The Custodian's Office,
Vancouver, B.C.

Dear Mr. Wright: re File No. 749

I beg to enclose herewith my reports on these properties and am also enclosing a bill for $25. In relation to the values, you may at first think that this fee is too high, but I should like to explain that these two properties presented a very difficult problem because of the differences in the rents and the taxes. In one case the building value is negligible and yet the rent is higher than for the other building on the corner lot.

In order to arrive at a proper value, which could be proved in cross examination, I had to estimate the cost of a new building and the probable rentals and expenses.

In connection with the property at the higher rent with very little building value, I have had to estimate the value of the income for the term of the lease and the reversionary value of the land. In the case of the corner building, I have analysed the income possibilities from no less than seven different angles with a calculation on each.

Altogether I have spent several hours work over what at first site appeared to be quite a simple matter.

Trusting that you will find this satisfactory.

I am,

Yours faithfully,

Douglas W Reeve

DWR

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

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON

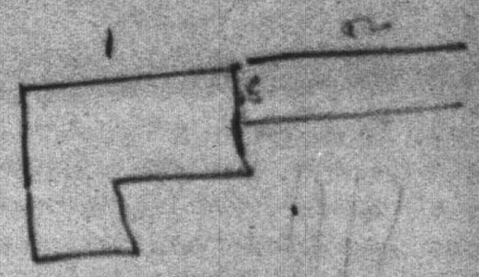
ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES

MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

22nd April, 1944.



The Custodian's Office,
509 Royal Bank Building,
Vancouver, B.C.

Attention of Mr.K.W. Wright

File No. 742

Dear Sir: re Lot 1, Block 9, N½ D.L. 116
3700 East Hastings Street, Burnaby, B.C.

In accordance with your instructionswe have inspected this property and beg to report as follows:-

Location The property is situated at the South East corner of Hastings Street and Boundary Road. It has not the usual advantage of a corner lot over an inside lot because there is very little pedestrian traffic on Hastings Street to the West and hardly any on Boundary Road. It does have the advantage of being at the terminus of the local street car line.

This is not the best part of the shopping district of North Burnaby, which is two or three blocks farther east. This block is only 50% built up and most of the buildings are poor and some merely shacks.

Land The dimensions of the lot are 50 feet by 122 feet. Because of the slope of the land downwards to the South any building at street level would require a lot of substructure which would add to the cost but not to the productive value.

Building The building comprises a one storey frame shop with plate glass fronts covering the whole frontage and 30 feet of the depth. At the rear is an addition 20 ft. by 30 ft. with living quarters and a bathroom.

Condition of Building It is of cheap construction and finish and the floor level is lower than the sidewalk, which is objectionable, in that a hazard of accident exists.

It is in a bad state of repair and the foundations of the dwelling addition will probably require renewing at an early date as the posts are not on concrete, as far as we can judge, and sawdust has been stored under the building. Some of the posts have begun to decay.

Rubbish has been allowed to accumulate under the building and in the yard, creating a firehazard.

The value at which the building is assessed by the Municipality $3,600, is nearly as much as its original cost. It has depreciated fully fifty per cent.

Income From the figures supplied we have made the following estimate:-

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

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON
ESTATE AGENTS
VALUATIONS. ARBITRATIONS. INSURANCE. REAL ESTATE. MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

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

22nd April, 1944.

Rent per year			$ 960
Expenses			
Taxes	$ 229.02		
Water rates	14.		
Fire and glass insurance	76.		
Repairs	100.		
Collections	48.		
	$ 467.02		470
Surplus for interest, depreciation and contingencies			$ 490

With regard to depreciation, in view of the condition of the building, the value of this should be written off in ten years.

Initial repairs necessary to preserve the building for ten years would cost at least $500.

Appraisal We have considered the value from several aspects and are of the opinion that the market value of the property is from $4,250 to $4,500. The value of the land we put at $2,800.

Yours faithfully,
JOHNSON, REEVE & WATSON
per D.W. Reeve

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

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON

ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES

MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

22nd April, 1944.

The Custodian's Office,
509 Royal Bank Building,
Vancouver, B.C.

Attention of Mr. K.W. Wright.

File No. 742

Dear Sir: re Lot 2 Block 9 N½ D.L. 116
3702 East Hastings Street, Burnaby, B.C.

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

Location This property is 50 feet from the South East corner of Hastings Street and Boundary Road, at the terminus of the local street car line.

This is not the best part of the shopping district of North Burnaby and is only about 50% built up. Some of the buildings in this block are poor and some are merely shacks.

Land The dimensions of the lot are 50 feet by 122 feet. Very little of this lot is level with the street and the remainder is so far below that the building is built on posts. A permanent building would cost a good deal more than its productive value.

Building This is a wood frame building of the lightest possible construction and of the lean-to type. It extends over the whole frontage of 50 feet but is only 18 feet in depth.

Condition of building The foundation posts are on wood blocks or sills and appear to be in poor condition. The building generally is in a bad state of repair, but is usable. How long the building will be allowed to remain is uncertain, unless some money is spent to prolong its life. It is only assessed by the Municipality at $300.

Income From the figures supplied we have made the following estimate.

Rent per year		$ 1,200
Expenses		
Taxes	101.36	
Water rates	14.	
Fire and Glass insurance	26.	
Repairs	100.	
Collections	60.	
	$301.36	300
Surplus		$ 900

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

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON

ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES

MEMBERS VANCOUVER REAL ESTATE EXCHANGE

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

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

22nd April, 1944.

Appraisal It is very difficult to set a value on this property. We consider that the building has very little value as a structure.

The income produced is surprising and the rent is higher than that of the adjoining building on the corner lot. Whether this rent could be maintained in normal times, it is hard to judge.

The life of the building will undoubtedly be short and actually the chief element of value is the existence of the lease. To estimate the length of time during which rent will be obtainable without erecting a new building is a highly speculative process.

In these circumstances the selling value of the property and lease depend to a large extent on the outlook and intentions of a purchaser.

We have made a rough estimate of the rental which might be obtained from a new building and the expenses based on the present tax rate and the cost of the building, etc. From this and other calculations we are of the opinion that the land value is $2,000.

Adding to the land value an estimated value of the income which may be derived for a limited term, we are of the opinion that the market value of the property is from $3,250 to $3,500.

Yours faithfully,

JOHNSON, REEVE & WATSON

per D.W. Reeve

DWR

NAME HIRATA, Yoshichi

REGISTRATION NO. 08857 FILE NO Jute 749

The following chattels were sold by public auction at 992 Powell, Vancouver, B.C. on March 23, 1944.

Roll of Linc	$ 0.50
Iron cot	3.00
Bed & spring	1.25
Bed & spring	6.50
Drop leaf table	1.15

Total: $ 12.40

Less Expenses: (Auctioneer's Fee: $1.24, Advertising: 0.26, Moving: 0.74) $ 2.26

Net Proceeds Credited: $ 10.14

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering list No. Vancouver 14

Remarks.

NAME HIRATA, Yoshichi

REGISTRATION NO. 08857 FILE NO. Int. 749

The following chattels were sold by public auction at 992 Powell, Vancouver, B. C. on March 24, 1944.

Christmas Decorations	$ 2.50
2 Tables	1.50
3 Chairs	1.50

Total:		$ 6.50
Less Expenses:	(Auctioneer's Fee: $0.65	$ 1.22
	(Advertising: 0.15	
	(Moving: 0.42	
Net Proceeds Credited:		$ 5.28

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering list No. Vancouver 15

Remarks.

749

MEMBERS OF VANCOUVER REAL ESTATE EXCHANGE

CABLE ADDRESS
"AUSTIN" VANCOUVER
CODES
WESTERN UNION A1

A.E. AUSTIN & CO. LTD

TELEPHONE
MA RINE 2431

ESTABLISHED 1906

833 HASTINGS STREET WEST
VANCOUVER,
CANADA

June 24th, 1944.

The Japanese Custodian,
Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Re: Lots 1 & 2, Block 9, D.L. 116
3700-02 East Hastings Street

We hereby wish to tender an offer of $9200.00 to purchase the above property as advertised by you and in this connection enclose herewith our cheque for $920.00 being 10% of the amount bid on behalf of our client Mr. R. J. MacKenzie of 525 North Boundary Road, Vancouver, B. C.

Awaiting word of your acceptance of this offer, we are,

Yours truly,

A. E. AUSTIN & CO. LIMITED.

Per

7 + 8

Enc.
HTW/F.

3809 Albert Street,
Vancouver, B. C.
24th June 1944.

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

Dear Sir:

The enclosed check for $300.00 represents ten per cent of my tender for the property known as 3702 East Hastings Street, the amount I am offering being $3,000.00 Three thousand dollars.

Yours very truly,

Alfred Meikle

Alfred Meikle

(8)

3809 Albert Street, Vancouver, B.C.
24th June 1944.

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

Dear Sir,

The enclosed check for $600.00 represents ten per cent of my tender for the property known as 3700 East Hastings Street, the amount I am offering being $6000.00 Six thousand dollars.

Yours very truly,

Alfred Meikle

3809 Albert St

(7)

749
"

4115 Trinity Street
Vancouver, B. C.
June 23, 1944

The Custodian,
304 Royal Bankbuilding,
Vancouver, B. C.

Dear Sir:-

I hereby tender the sum of $2100.00 on the property known as 3702 East Hastings Street, and I enclose herewith $210.00, being 10% of my bid.

Yours truly,
Chas. J. Noel

(8)

749

ESTABLISHED 1887

Pemberton Realty Corporation Limited

TELEPHONE PACIFIC 8241

416 HOWE STREET
VANCOUVER, CANADA

June 23, 1944.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

re Lot 1, Blk. 9, N.½ D. L. 116,
Burnaby - 3700 E. Hastings Street.

Dear Sirs:

On behalf of Lee My, we tender on the above property the sum of $5,650 and enclose herewith cheque for $525 and $40 in cash. This is subject to 5% commission.

Yours very truly,

PEMBERTON REALTY CORPORATION LIMITED.

W G Moore

W. G. Moore.

WGM-JM
Enc.

(7)

Vancouver B.C. June 23rd 1944
239 east Hasting Street Tel.ps 0438

to Dept of the Secretary of State Custodian
Vancouver B.C.

Dear Sirs.

Re- the Proterty of 3700 East Hasting Street

we Offer fourty two hundred and sixty six dallors. enclosed Cheques ten per cents to cover.

kindly let me know soon as possible
with thanks.

your very truly

C.S. Wing.

the Cheque $426.60

(7)

719

4824 East Rendell st
Jan 28 - 1944

Dear Sir
Office of The Custodian 509 Royal Bank B
I hereby offer to purchase the
property described as Lot 1. Block 9 of
the North half of Lot 116 group
1, map 1236, New Westminster
District, known as 3700 East
Hastings street Burnaby

At a price of $ 5015 and Tender
herewith my certified cheque for
10 % of the offered price

Yours truly
Mrs Elsa Julina Rose

(1)

747

4324 East Pender st
Burnaby June 28-1944

Dear Sir

The cartodian 509 Royal Bank Bldg

I hereby offer to puchase the property described as, Lot 2, Block 9, of the North Half of Lot 116, Group 1, map 1296, New Westminster District, known as 3702 East Hastings Street, Burnaby, at a Price of $ 3510.00 and Tender herewith may certified cheque for 10% of the offered price

yours truly

Henry Selim Rose.

8

Vancouver B.C. June. 23rd 1944
939 east Hasting Street Tel. pa 0438

to the Dept of the Secretary of State Office the Custodian
Vancouver B.C.
Dear Sirs.

Re the property of 3702 East Hasting Street

we offer twenty three hundred and thirty two dallors.

enclosed cheque for deposite ten per cents $233.20

kindly let me know soon as possible.

your very truly

C.S. Wing.

Chas S Wing

18

LISTED PROPERTY ADVERTISED
FREE OF CHARGE
INSURANCE HANDLED.
AUTOMOBILE, FIRE & THEFT

ONCE A CUSTOMER ALWAYS A CUSTOMER

RENTS COLLECTED
MONEY TO LOAN
TAXES PAID FOR
NON-RESIDENTS

HOMEFINDER'S REALTY

OVERLINE TELEPHONE SERVICE

2537 COMMERCIAL DRIVE
VANCOUVER. B.C.

June 23, 1944.

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

Re property legally described as Lot 2, Block 9, N.½ of Lot 116, Group 1, N.W.D., Map 1236

Dear Sir:

We are making a bid of $7,700.00 on the above described property in behalf of Wong Yoi Chong.

We have enclosed his certified check for 10% of the bid price.

In the event of this bid being accepted this office will expect the regular sales commission of 5% of the gross price.

Yours very truly,
HOMEFINDER'S REALTY

ACCA:EN

A. C. Clayton Armour
Manager

(8)

746

Land Registry Office,
Court House,
June 22nd, 1944.

Custodian's Office,
506 Royal Bank Bldg.,
VANCOUVER, B.C.

Dear Sir:

Re: Lots 1 and 2, Block 9,
North half District Lot 116
Municipality of Burnaby.

We the undersigned hereby bid the sum of $8600. on the above property.

We herewith enclose cheque for $860.00 being 10% of total bid.

Yours truly,

John Dawbarn

Edward O'Connor

JD/HM
--

1 + 8

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5284

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

June 22, 1944.

The Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir: re 3700-3702 East Hastings Street, Lots 1 and 2, Block 9 of North-half of Lot 116, Group 1, Map 1236, in the Municipality of Burnaby, New Westminster District.

Pursuant to your advertisement for tenders on this property, we, on behalf of one Earl Thomas, of Vancouver, B.C., hereby make an offer to purchase the above premises free and clear of any encumbrance for the price of Sixteen Thousand Three Hundred ($16,300.00) Dollars cash. We enclose, herewith, our certified cheque for the sum of $1,630.00 being 10% of the price offered. The offer to purchase herein is subject to the commission of 5% to us.

We would like to have your advice at your early convenience whether this offer is acceptable, as the proposed purchaser is anxious that the date of adjustments be arrived at as early as possible, in the event that the property will be sold to him.

For your information, the proposed purchaser is a brother of Vernon Thomas, one of the tenants presently occupying the store at 3700 East Hastings Street.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK
Encl.

178

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

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

June 22, 1944.

The Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir: re 3700-3702 East Hastings St.

We have today forwarded to you, under separate cover, offer of purchase of the above property, on behalf of one, Carl Thomas.

As we have advised you previously Mr. Ebata, the owner of the property does not agree to the sale and we wish to point out that because we also represent the proposed purchaser it must not be taken as any indication, on the part of Mr. Ebata, that he accepts or approves of the sale. Mr. Ebata, as we have informed you, does not approve of the sale and is not agreeable to a sale being made, but since your office is insisting upon a sale, we feel it is also in the interest of Mr. Ebata that we obtain an offer of purchase at what we consider a reasonable figure.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

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

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5253

ENEMY SECTION
Rec'd JUN 19 1944
File No. 339
Ans'd
Refer'd MR GIBSON

June 17, 1944.

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C. Attention Mr.Wright

Dear Sir: re Yosohichi Ebata

We acknowledge receipt of your letter of the 27th ultimo enclosing cheques for Mr. Ebata and Mr. Wakabayashi as mentioned therein. These cheques were forwarded to the respective owners on the 31st ultimo.

We enclose, herewith, Wellington Fire Insurance Company policy # 328105, as requested. We have only the original of Canadian General O.L.T. 2V8754. This, however, is an indemnity policy to protect Ebata from any claims for injury to persons on account of any accident occurring on the business premises and you may inspect it in our possession at any time.

on file Inv. Dept

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

Encl.

Form 246A

ROYAL CANADIAN MOUNTED POLICE

No. 48

EXHIBIT REPORT

HEADQUARTERS File No.

SUB-DIV'N and File No. Vancouver

DIVISION and File No. J.R. Serial 10559 #1737

DETACHMENT and File No. C.I.B.

DATE June 16th 1944

Re: Yoshichi HATA, 3700 E. Hastings St., Vancouver, B.C.
(Name of File)

On March 9th 1942 I D.E. McLaren, Cpl.
(Date) (Member's Name)

Came into possession of the following described goods by

Handed over by owner.
(State Authority from whom seized and place of seizure)

No. OF EXHIBIT	No. OF PACKAGES	CAPACITY OR SIZE	DESCRIPTION OF EXHIBITS
	1		Philco Radio - Serial No. U53969.

REMARKS: Handed over to Custodian of Alien Property.
(State briefly disposition)

DATE JUN 20 1944

Geo Lohrain
(Signature of Receipter or Witness)

for Custodian.

CERTIFIED CORRECT

D.E. McLaren
(Member's Name)

J.R. Jefferson #10559, Cpl.
(Rank, Name and Number)

NAME [redacted]TA, Yoshichi

REGISTRATION NO. 08857 FILE NO. Int. 749

The following chattels were sold by public auction at [redacted] Powell St., Vancouver, B.C. on June 28th, 1944.

Philco Mantel Electric		$ 12.00
Total		$ 12.00
Less Expenses: (Auctioneer's Fee:	$ 1.20	
(Advertising:	0.24	
(Moving:	0.09	
(Storage:	1.00	$ 2.53
Net Proceeds Credited:		$ 9.47

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 25.

Remarks

Don file

File #749 Yosohichi EBATA PWA-10 Released

Address	3702 E. Hastings Street
Legal Description	Lot 2, Block 9, of the North ½ of lot 116, Group 1, Map 1236, Municipality of Burnaby.
Description	1 Storey frame shed 18 feet deep used as store
Title	Yosohichi EBATA. Vested #24379 C. of E. on file. Registered lease Aug. 18, 1938 for 5 years to Yen Hoy.
Assessed Value	Land $1400.00 Improvements $300.00 Total $1700.00
Taxes 1943	$105.09
Rental Income	Lease expiring Aug. 18, 1948 $100.00 monthly
Valuations	Nov. 30, 1943 Pemberton Realty Corporation Ltd. $3500.00. Apr. 22/44 Johnson Reeve & Watson, $3250.00 to $3500.00

Tenders Received

Henry Selin Rose, 4324 E. Pender St., Vancouver, B.C.	$3520.00	Accepted cheque $351.00 encl.
C.S. Wing, 239 E. Hastings St., Vancouver, B.C.	$2332.00	Accepted cheque $233.20 encl.
Alfred Meikle, 3809 Albert St., Vancouver, B.C.	$3,000.00	Accepted cheque $300.00 encl.
Chas. J. Noel, 4115 Trinity Street, Vancouver, B.C.	$2100.00	Cash $210.00 encl.
Homefinder's Realty for Wong Yoi Chong, 2537 Commercial Dr., Vancouver, B.C.	$7700.00	Cert. cheque $770.00 encl.

Rejected the combined offer

Following are offers for 3700 & 3702 E. Hastings St.

A.E. Austin & Co. for R.J. MacKenzie, 833 W Hastings St., Vancouver, B.C.	$9,200.00 Rejected.	Accepted cheque $920.00 encl.

P.T.O.

~~For Real Estate file~~ For file.

File No. 749 Yosohichi EBATA PWA - 10 Released

Address	3700 E. Hastings Street
Legal Description	Lot 1, Block 9, of the North ½ of lot 116, Group 1, Map 1236, Municipality of Burnaby.
Description	1 Storey frame store with living quarters at rear
Title	Yosohichi EBATA. Vested #24379 C. of E. on file
Assessed Value	Land $2200.00 Improvements $3600.00 Total $5800.00
Taxes 1943	$238.62
Rental Income	Lease expiring Jan. 31/45 $80.00 monthly
Valuations	Nov. 30/43 Pemberton Realty Corporation Ltd. $5000.00 Apr. 22, 1944. Johnson Reeve and Watson $4250.00 to $4500.00

Tenders Received

Pemberton Realty Corp. Ltd.(on behalf of Lee My), 418 Howe St., Vancouver, B.C.	$5,650.00	$40.00 (cash) & cheque $525.00 Enc.
Mrs. Elsa Rose, 4324 E. Pender St., Vancouver, B.C.	$5,015.00	Accepted cheque $501.50 encl.
C.S. Wing, 239 E. Hastings St., Vancouver, B.C.	$4,260.00	Accepted cheque $426.60 encl.
Alfred Meikle, 3809 Albert Street, Vancouver, B.C.	$6,000.00	Accepted cheque $600.00 encl.

Reject See counter offer

The following are offers made for 3700 & 3702 E. Hastings St.

John Darling & Edward O'Connor, Land Registry Office, Court House, Vancouver, B.C.	$8600.00	Accepted cheque $860.00 encl.
Carl Thomas, c/o Norris & MacLennan, 602 W. Hastings St., Vanc'r	$16,300.00	Accepted cheque $1,630.00 encl.

Reject See counter offer

accept.

P.T.O.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver, B. C.

10th July, 1944.

IN ACCOUNT WITH

NORRIS & MACLENNAN

BARRISTERS AND SOLICITORS

311 BANK OF NOVA SCOTIA BLDG.
602 HASTINGS STREET WEST

VANCOUVER, B. C.

IN THE MATTER OF Yosohichi Ebata and Carl Thomas and Lots 1 & 2, Block 9, of N.½ of Lot 116, N.W.D., Plan 1236

1944	ITEMS	FEES	DISBURSEMENTS
July 2	Attending Mr. Wright on telephone for instructions for preparation of assignments of unexpired leases herein		
8	Attending Mr. Wright again on telephone advising assignments would be available on Monday next		
	Attending draft assignment of lease dated 18th August, 1938 and renewal thereof dated 24th April, 1942 in respect of 3702 East Hastings Street, Vancouver		
	Counsel fee revising		
	Attending draw and engross assignment, 7 folios		
	Attending engross 3 copies thereof, 21 folios		
	Attending draft assignment of least dated 30th Jan, 1943 in respect of 3700 East Hastings Street, Vancouver		
	Counsel fee revising		
	Attending draw and engross assignment, 7 folios		
	Attending engross 3 copies thereof, 21 folios		
10	Letter to you enclosing		
	OUR FEE IN ALL FOR ABOVE SERVICES	$25.00	

THIS IS OUR ACCOUNT.

NORRIS & MacLENNAN

per

E. & O. E.

BLANE, FULLERTON & WHITE LTD.
621 W. HASTINGS ST., VANCOUVER, B. C.
PACIFIC 8121

Rec'd JUL 14 1944
File No.
Ans'd
Refer'd NW flags

July 12, 1944

ENEMY SECTION
Rec'd JUL 15 1944
File No. 749
Ans'd
Refer'd

Office of the Custodian
of Enemy Property,
509 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:- RE: 3700-3702 EAST HASTINGS ST., VANCOUVER.
Lots 1 and 2, Block 9 of the North half
of Lot 116, N.W.D., Plan 1236.

Further to your letter of May 26th, 1944, stating that tenders would be accepted up to June 24th, at 12 o'clock noon, and our previous letter of December 21, 1943, submitting an offer of $10,500. by Mr. Carl Thomas, I might advise that on July 7, 1944, we forwarded through a cheque in the amount of $14,670.00 in favour of the Custodian of Enemy Property through Mr. J. R. MacLennan, solicitor, and that Mr. MacLennan, according to a receipt dated June 22, 1944, accepted a deposit of $1,630.00 to form a part of the purchase price for the above mentioned property of $16,300.00.

As there will be some adjustments on rental, taxes, insurance, etc., we would be pleased to have your final statement, so that we can secure from Mr. Thomas the balance owing.

It is our understanding that the Deed of Land will be handed to the firm of Blane, Fullerton & White Limited, as this is Mr. Thomas' wish, as we assisted in the financing up to the amount of $7,000.00 by way of mortgage. For your information, we have this property covered by Merchants and Manufacturers Insurance Company policy No. 57-5035, in the amount of $7,000.00.

We trust that you will be good enough to let us have a statement at an early date.

Yours very truly,

BLANE, FULLERTON & WHITE, LIMITED.

F. B. McLellan,
Manager, Real Estate Department.

FBM:S.

INSURANCE
GENERAL
AGENTS

ENEMY SECTION
Rec'd JUL 29 1944
File No.
Ans'd
Refer'd MR Peers

July 29th, 1944

File No. 749

MEMORANDUM

TO: MR. K. W. WRIGHT

FROM: MR. G. B. SPAIN

RE: Y. Ebata
3700 E. Hastings Street.

The following articles were removed from the above address and are now in 992 Powell Street Warehouse.

1 Gas Range
1 Kitchen Cabinet
1 Bamboo shelf
1 Heater
1 Garbage burner
1 sawdust burner
1 Safe

Normal deterioration is depreciating the value of these articles and they should be sold or shipped to the owners.

I shall be pleased to have your instructions to dispose of these chattels as early as possible. They occupy space in the warehouse which is required for other purposes.

G. B. SPAIN

GBS/PR

Write Mack.

File No. 749 (Int)

Advertisement appearing in Vancouver Newspapers
May 29th, 30th & 31st - also in Weekly Columbian

P-301/5144

Department of the Secretary of State of Canada
—Office of the Custodian

REAL PROPERTY FOR SALE BY TENDER

The Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) hereby offers for sale by public tender such interests as are vested in him in the following residential and farm properties:

Lot 134, Town of Hastings, all north of line parallel to South Boundary and distant 84 feet therefrom, City of Vancouver, known as 1588 Wall Street, Vancouver, and containing a 6-room frame dwelling.

Lot 18, Block 296, D.L. 526, Group 1, New Westminster District, Plan 900, known as 973 and 977 West 7th Avenue, Vancouver, being 2 single-storey, five-room dwellings.

Lot 25, Block 5, D.L. 196, Group 1, New Westminster District, known as 236 Powell Street, Vancouver, being a 2-storey frame store building with rooms above.

Lot 22, Block 49, D.L. 181, Group 1, New Westminster District, being a Vacant Lot in the 900 Block East Cordova Street, Vancouver.

Lot 27, Block 42, D.L. 196, Group 1, New Westminster District, being a Vacant Lot in the 500 Block Powell Street, Vancouver.

Lot 6, Block 2, North East Quarter of Section 22, Town of Hastings, Plan 2035, being a Vacant Lot in the 2600 Block Adanac Street, Vancouver.

Lot 1, Block 9 of the North Half of Lot 116, Group 1, Map 1238, New Westminster District, known as 3108 East Hastings Street, Burnaby, being a one-storey frame store building.

Lot 2, Block 9, of the North Half of Lot 116, Group 1, Map 1238, New Westminster District, known as 3107 East Hastings Street, Burnaby, being a frame lean-to store building.

Lots 9 and 10, Block 48 of Lot 347, Group 1, Map 2720, New Westminster District, on Maude Road, Port Moody, being a 4-room single-storey dwelling.

Block 23 of the Southwest Quarter of Section 20, Township 17, Map 905, Municipality of Mission, New Westminster District, situated on Hurd Road, Mission, being a farm of 5 acres, more or less.

Block 10, D.L. 193, Group 1, New Westminster District, Plan 1332, situated on Pipe Line Road, East side of Seymour Creek, District of North Vancouver, being 2½ acres more or less with a single-storey, 5-room dwelling.

All that part of a 11.349 acre portion shown lettered "C" on sketch deposited No. 1604 of Lot 41, Group 1, lying north of a line parallel to the South Boundary of said portion and distant North therefrom 5.4 chains, Municipality of Coquitlam, in the District of New Westminster, being a farm property of 5.8 acres, more or less, on Robinson Road, near Burquitlam P.O., being a four-room frame dwelling and outbuildings.

Tenders for the purchase of such interests in the above described property as are vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of The Secretary of State as Custodian for ten per cent. (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
4. Each tender must be in a separate sealed envelope addressed to The Office of the Custodian, 509 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. The balance of the purchase price shall be paid in cash.
6. All adjustments shall be made as of the date of conveyance.
7. The property is sold subject to existing leases and encumbrances, if any.
8. The property is offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements or the existence or non-existence of any encroachments.
9. The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
10. Neither the highest nor any tender will necessarily be accepted.

Cheques in respect of unaccepted tenders will be returned in due course.

Tenders will be received by the undersigned up to Noon, Pacific Daylight Saving Time on the Twenty-fourth day of June, 1944. Further particulars may be obtained during office hours any day up to noon on the Twenty-third day of June, 1944, and arrangements made with the undersigned to inspect the said premises.

DATED at Vancouver, British Columbia, this 29th day of May, 1944.

THE CUSTODIAN,
509 Royal Bank Building,
675 West Hastings Street,
Vancouver, B.C.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

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

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

ENEMY SECTION
Rec'd AUG 17 1944
File No.
Ans'd
Refer'd MR Peers

Pld 1°

August 15, 1944.

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C.

Your File #749-A

Attention Mr. Wright

Dear Sir: re 3700-3702 East Hastings St.,
Lots 1 & 2, Block 9 of the
North half of Lot 116, N.W.D.,
Plan 1236

We now enclose, herewith, Statement of Adjustments computed as of July 15th, 1944, and also cheque of Messrs. Blane, Fullerton & White Ltd., for the sum of $122.94, being the balance payable in accordance with the Statement of Adjustments. We asked Messrs. Blane, Fullerton & White to approve the Statement of Adjustments by signing the same, but they returned it without formally signing in approval, but forwarded their cheque for the balance payable. They are interested as Mortgagees of the property having agreed to advance to Mr. Thomas a portion of the purchase price.

We have arranged with Messrs. Blane, Fullerton & White Ltd., that when we receive the Certificate of Title from you in this connection we will remit it to them rather than to Mr. Thomas and presumably that is the reason for the somewhat peculiar letter, dated July 12th, 1944, forwarded to you by Messrs. Blane, Fullerton & White Ltd.

29.40

We shall remit to you the land registration charges as soon as you have informed us the amount.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

Encls.

STATEMENT OF ADJUSTMENTS

re: sale of property, Department of the Secretary of State, Office of the Custodian, Vancouver, B.C.,

to CARL THOMAS.
(Lots 1 & 2, Block 9 of the North Half of Lot 116, NWD, Plan 1236, otherwise known as 3700-3702 East Hastings St., Vancouver, B.C.) Statement of Adjustments as of July 15/44.

	DR.	CR.
To purchase price (less commission of 5% to Norris & MacLennan, Solicitors, Vancouver.)	$ 16,300.00	
By deposit		$ 1,630.00
By balance purchase price		14,670.00
By adjustment of 1944 taxes; total paid $344.38; proportion $\frac{5\frac{1}{2}}{12}$ x 344.38 -		157.84
By adjustment of 1944 water rates July 1/43 to Dec.31/43; total paid $7.00 re 3700 East Hastings St., proportion $\frac{5\frac{1}{2}}{6}$ x 7.00 -		6.42
By adjustment of 1944 water rates July 1/43 to Dec.31/43; total paid $7.00 re 3702 East Hastings St., proportion $\frac{5\frac{1}{2}}{6}$ x 7.00 -		6.42
Rental adjustment 3700 East Hastings St., paid till July 31/44; $\frac{16}{31}$ x 80.00 -		41.29
Rental adjustment 3702 East Hastings St., paid till July 17/44; $\frac{2}{31}$ x 100.00 -		6.45
Balance payable herewith		122.94
	$ 16,470.68	$ 16,470.68

E. & O. E.,

NORRIS & MacLENNAN,

per

APPROVED BY:-

BLANE, FULLERTON & WHITE, LTD.,

per

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

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

CABLE ADDRESS "NORRIS"

ENEMY SECTION
Rec'd SEP 13 1944
File No.
Ans'd
Refer'd MR Lees

September 12, 1944.

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C.

Your File #749

Attention Mr. Wright

Dear Sir: re 3700-3702 East Hastings St.

We acknowledge your letter of the 11th instant enclosing copy of Blane, Fullerton & White Limited's letter of the 8th instant.

The claim for commission by that firm is amazing to say the least. Mr. Thomas left with us the original deposit of $1,630.00 which we forwarded to you on June 22nd last, and we informed Mr. Thomas that we would make the tender subject to payment of commission at 5% to ourselves. Mr. Thomas was quite in accord. The only way Blane, Fullerton & White Limited come into the picture, as far as we are aware, is because when we asked Mr. Thomas for the balance of the purchase price he asked us to obtain it from Blane, Fullerton & White Limited, as he was placing a mortgage on the property through them. It was at the writer's suggestion, in order to facilitate matters, that Blane, Fullerton & White Limited sent us a cheque in favour of the Custodian, rather than our favour, for the balance of the purchase price. Their only concern, insofar as we knew, was to make sure that the Certificate of Title would be delivered to them so their mortgage could be placed, and we arranged for that to be done upon receiving written instructions from Mr. Thomas in that connection.

Messrs. Blane, Fullerton & White Limited are not, in our opinion, acting at all properly in this connection and have never intimated to us that they had any pretense of a claim for commission, although they knew all along that the commission was payable.

On July 21st we forwarded to Blane, Fullerton & White Limited, Statement of Adjustments for their approval

and requesting the balance, pursuant to the Statement of Adjustments of $122.94 if the statement appeared to be in order. In that statement we showed a commission at 5% payable to ourselves. Blane, Fullerton & White Limited forwarded their cheque in payment of the difference, pursuant to the statement, and had no comment to make. We, on August 15th, advised them they had omitted to return the statements duly approved, but notified them that we presumed that by their compliance with the payment requested, they approved the statement, which, as we have informed, included a statement of the commission payable to us.

We enclose, herewith, copy of correspondence we have had with Blane, Fullerton & White Limited in this connection and request that you forward to us the commission amounting to $815.00, to which we alone are entitled.

Blane, Fullerton & White Limited's claim in this connection is quite ridiculous and we feel that they know that full well. We will, however, if you wish, be glad to give you our undertaking to indemnify you against any loss you might otherwise sustain should Blane, Fullerton & White Limited establish, in a Court of competent jurisdiction, that they are entitled to the commission. We have no hesitancy at all in giving you this undertaking, as we do not wish to place you in any embarrassing position.

Please take K.W.W.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

Encls.

Norman Jones

ASSIGNMENT

WHEREAS by Agreement in writing dated the 30th day of January, 1943, made between YOSOHICHI EBATA, formerly of 3700 East Hastings Street, in the City of Vancouver, in the Province ofBritish Columbia, Merchant, and presently in care of the Custodian of Enemy Property, hereinafte called the "Lessor" of the first part, and VERNON THOMAS of 3700 East Hastings Street, in the City of Vancouver, in the Province of British Columbia, Merchant, hereinafter called the "Lessee" of the second part, the said Yosohichi Ebata granted a lease unto the said Vernon Thomas of that certain shop, lands and premises in the Municipality of Burnaby, in the Province of British Columbia, known as Number 3700 Hastings Street East and situate on the West Fifty (50) feet of Lots One (1) and Two (2), Block Nine (9), of the North Half of Lot One Hundred and Sixteen (116), Group One (1), Map 1236, in the Municipality of Burnaby, in the District of New Westminster, in the Province of British Columbia, being the first store on Hastings Street, East, from the South-East corner of Hastings Street East and Boundary Road, for the term of Two (2) years from the 1st day of February, 1943, on the terms and conditions more particularly therein contained.

AND WHEREAS the said Yosohichi Ebata, Police Registration # 08857 , a person of the Japanese race was required to leave the protected area in the Province of British Columbia, by order of the Minister of Justice, pursuant to the provisions of the Defence of Canada Regulations (Consolidation) 1941;

AND WHEREAS the Honourable the Secretary of State of Canada, acting in his capacity as Custodian, under the Revised Regulations respecting Trading with the Enemy (1943) (hereinafter called the "Assignor"),

under and by virtue of Order in Council Number P. C. 1665 of 1942, and amendments thereto, including P. C. 2483 of 1942 and P.C. 469 of 1943, and of the applicable provisions of the Revised Regulations respecting Trading with the Enemy (1943) is vested with all the right, title, and interest of the said Yoshichi Ebata in the shop, lands and premises hereinbefore described, and hath contracted and agreed with CARL THOMAS (hereinafter called the "Assignee") of 1735 East 15th Avenue, in the City of Vancouver, in the Province of British Columbia, Merchant, for the sale of the interests of the said Yoshichi Ebata in the said shop, lands and premises for the sum of SIXTEEN THOUSAND THREE HUNDRED ($16,300.00) DOLLARS, such sale to be executed by a Deed of Land to the said Carl Thomas.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Assignor in consideration of the sum of SIXTEEN THOUSAND THREE HUNDRED ($16,300.00) DOLLARS of lawful money of Canada and in consideration of the premises (the receipt of which is hereby acknowledged) doth hereby assign unto the Assignee, his executors, administrators and assigns the unexpired residue of the term created by the hereinbefore recited lease agreement and all the Assignor's right, title and interest in or to the said agreement.

PROVIDED that any covenants express or implied on the part of the Assignor are expressly excluded and the Assignor does not guarantee or warrant and has not made any representation whatsoever to the Assignee herein as to the effectiveness or sufficiency of the aforesaid lease agreement.

IN WITNESS WHEREOF the said Assignor has executed these presents by his duly authorized Deputy, FRANK

GOULD SHEARS, at the City of Vancouver, in the Province of British Columbia, this 15th day of July, A.D.1944.

SIGNED, SEALED and DELIVERED
by the said FRANK GOULD SHEARS
in the presence of:

Jean Fay

F Gshears

(F. G. SHEARS)
Authorized Deputy of the Secretary of State and/or Custodian

G-24

ASSIGNMENT

WHEREAS by an Agreement in writing dated the 18th day of August, 1938, made between YOSOHICHI EBATA of 3700 East Hastings Street, in the City of Vancouver, in the Province of British Columbia, Merchant, therein called the "Lessor" of the first part, and YEN HOY of the City of Vancouver, in the Province of British Columbia, Merchant, therein called the "Lessee" of the second part, the said Yosohichi Ebata granted a lease unto the said Yen Hoy of that certain shop, lands and premises in the Municipality of Burnaby, in the Province of British Columbia, known as Number 3702 Hastings Street East and situate on the East Fifty (50) feet of Lots One (1) and Two (2), Block Nine (9), of the North Half of Lot One Hundred and Sixteen (116), Group One (1), Map 1236, in the District of New Westminster, being the second store on Hastings Street East, from the South-East corner of Hastings Street East and Boundary Road, for the term of Five (5) years from the 18th day of August, 1938, on the terms and conditions more particularly therein contained.

AND WHEREAS by Agreement in writing dated the 24th day of April, 1942, made between the said YOSOHICHI EBATA, therein called the "Lessor" of the first part and the said YEN HOY therein called the "Lessee" of the second part, the said Yosohichi Ebata granted to the said Yen Hoy a renewal of the said lease for a further period of Five (5) years to commence on the 18th day of August, 1943, on the terms and conditions more particularly contained in the said renewal agreement.

AND WHEREAS the said Yosohichi Ebata, Police Registration #08857 , a person of the Japanese race was required to leave the protected area in the Province of British Columbia, by order of the Minister of Justice,

pursuant to the provisions of the Defence of Canada Regulations (Consolidation) 1941;

AND WHEREAS the Honourable the Secretary of State of Canada, acting in his capacity as Custodian, under the Revised Regulations respecting Trading with the Enemy (1943) (hereinafter called the "Assignor"), under and by virtue of Order in Council Number P.C.1665 of 1942, and amendments thereto, including P.C. 2483 of 1942 and P.C. 469 of 1943, and of the applicable provisions of the Revised Regulations respecting Trading with the Enemy (1943) is vested with all the right, title, and interest of the said Yosohichi Ebata in the shop, lands and premises hereinbefore described, and hath contracted and agreed with CARL THOMAS (hereinafter called the "Assignee"), of 1735 East 15th Avenue, in the City of Vancouver, in the Province of British Columbia, Merchant, for the sale of the interests of the said Yosohichi Ebata in the said shop, lands and premises, for the sum of SIXTEEN THOUSAND THREE HUNDRED ($16,300.00) DOLLARS, such sale to be executed by a Deed of Land to the said Carl Thomas.

THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the Assignor in consideration of the sum of SIXTEEN THOUSAND THREE HUNDRED ($16,300.00) DOLLARS of lawful money of Canada and in consideration of the premises (The receipt of which is hereby acknowledged) doth hereby assign unto the Assignee, his executors, administrators and assigns the unexpired residue of the term created by the hereinbefore recited lease agreement and renewal thereof and all the Assignor's right, title and interest in or to the said Agreements.

PROVIDED that any covenants express or implied on the part of the Assignor are expressly excluded and the Assignor does not guarantee or warrant and has not

made any representation whatsoever to the Assignee herein as to the effectiveness or sufficiency of the aforesaid lease agreement or renewal thereof.

IN WITNESS WHEREOF the said Assignor has executed these presents by his duly authorized Deputy, FRANK GOULD SHEARS, at the City of Vancouver, in the Province of British Columbia, this 15th day of July, A. D. 1944.

SIGNED, SEALED and DELIVERED by the said FRANK GOULD SHEARS in the presence of:

Joan Foy

F G Shears

(F. G. SHEARS)
Authorized Deputy of the Secretary of State and/or Custodian

BLANE, FULLERTON & WHITE LTD.
821 W. HASTINGS ST., VANCOUVER, B. C.
PACIFIC 8121

September 21, 1944

REGISTERED -

Rec'd SEP 22 1944
File No.
Ans.
Referred Mr WRIGHT

Office of the Custodian,
Department of Secretary of State,
509 Royal Bank Building,
Vancouver, B. C.

Dear Sir: -

Re: 3700-02 East Hastings St., Burnaby, B.C., Lots 1 and 2, Block 9, N.½ Lot 116, New Westminster District Block 1236

In reply to your letter of September 14, 1944 and further to our letter of September 8, 1944, I wish to place before you the following facts whereby we earned a commission of $815.00 for effecting the sale of the above mentioned property to Mr. Carl Thomas of 1735 East 15th Avenue, Vancouver, B. C.

We introduced the above property to Mr. Carl Thomas and on our advice, he made an offer to purchase same on the 21st day of December, 1943. A deposit of $1,000.00 was made at that time to your Department. This offer to purchase was conveyed also to Mr. J. A. MacLennan of Norris and MacLennan on the 21st day of December, 1943 and he also was advised who our buyer was at that time as we understood from him that he was looking after the Japanese interests and would advise us if this offer was acceptable and also we could expect his full co-operation.

We further created the desire for Mr. Thomas to purchase this property as stated in your letter of May 26, 1944, setting the time of tender at June 24, 1944 and we also advised him to purchase at the price of $16,300.00, We also made it possible for Mr. Thomas to purchase the above property by loaning him considerable of the money to complete the stated transaction. Your Department received a cheque in the amount of $14,670.00 on the 7th day of July, 1944 and a further cheque of $122.94 to complete the full purchase of this property, from Blane, Fullerton and White Limited, 821 West Hastings Street, Vancouver, B. C.

INSURANCE
GENERAL
AGENTS

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC
T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

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

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE PACIFIC 8284

ENEMY SECTION
Rec'd SEP 25 1944
File No.
Answ'd
Referred

September 23, 1944.

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C.

Attention Mr. Wright

Dear Sir: re 3700-3702 East Hastings Street,
your File #749

We acknowledge your letter of the 22nd instant enclosing copy of letter of Blane, Fullerton & White Ltd. of the 21st instant.

Mr. McLellan, of Blane, Fullerton & White Ltd., communicated with the writer from time to time regarding the possible purchase of Mr. Ebata's property and asking for advice as to what offer could be made to the Custodian with a reasonable chance of acceptance. Mr. McLellan wanted our co-operation in inducing Mr. Ebata to agree to some price which might be agreed upon. We at all times informed Mr. McLellan that this property should sell for something between $15,000.00 and $17,500.00, and that Mr. Ebata had refused, in the past, an offer for $17,500.00 cash. Mr. McLellan said he could not obtain an offer for anywhere near that price and was going to tender in the neighborhood of $10,000.00. We informed him that was his privilege but it was not a fair price in our opinion and we would do everything we could, on Mr. Ebata's behalf, to see that the property was not sold at that price. Subsequently, we understand Blane, Fullerton & White Ltd. did make a tender for $10,000.00 or thereabouts. At this time we had no indication as to whom Mr. McLellan represented. Subsequently, however, Mr. Carl Thomas called upon us and inquired as to the possibility of obtaining Mr. Ebata's consent to a reasonable offer, and we gathered from him that he was the Client who Mr. McLellan represented, on the previous tender. We again mentioned the figure between $15,000.00 to $17,500.00 to Mr. Thomas but suggested that the writer would call upon Mr. Ebata in Montreal, in June of 1944, if Mr. Thomas wished it, when we would discuss the whole situation with Mr. Ebata and endeavor to have Mr. Ebata fix a price that was agreeable to him. We did call upon Mr. Ebata and received a statement as to his wishes, but he declined to name any price.

During this time several prospective purchasers telephoned to inquire as to the possibility of purchasing the property and we refused to give any information in connection with it as we were now acting for Mr. Thomas, with the full knowledge of Mr. Ebata, and could not represent others. Mr. Thomas called again and we gave him the purport of our discussion with Mr. Ebata and he asked us what price, in our opinion, he should tender on the property to be sure of purchasing it, as he did not wish to take any chance on losing it. We told him we suspected another might offer as high as $16,000.00 and if he offered $16,300.00 it would, in our opinion, be on the safe side and the property should go to him for that price. We also pointed out to Mr. Thomas that he might make an offer for less but, if so, we were not interested in making it for him as we were interested in seeing that a fair price was offered, as well as in seeing that Mr. Thomas was receiving a fair opportunity to purchase. Mr. Thomas then asked us to make the offer for him and arranged to bring in the deposit, which he did. We informed Mr. Thomas that the offer would be subject to a 5% commission, to us, which was quite agreeable to him.

The crux of the matter is that Blane, Fullerton & White Ltd. did not receive instructions from Mr. Thomas, in respect of this property, for any price in excess of their original tender, and Mr. Thomas came to us because he considered that we were in a better position to assist him in the purchase of the property than was Blane, Fullerton & White Ltd. There appears to be no doubt that Mr. Thomas engaged Blane, Fullerton & White Ltd. to make a tender for him somewhere in the neighborhood of $10,000.00 and then abandoned them when he found that it was necessary to make a higher offer, and, of course, there is nothing to prevent a prospective purchaser, changing his agent under these circumstances.

Apparently Blane, Fullerton & White Ltd. are under the impression that they can cast some aspersions upon us because of the fact that we represented Mr. Ebata before his evacuation, but our actions in this matter have been with the full accord of both

Mr. Thomas and Mr. Ebata in an endeavor to work out a fair price beneficial to both parties.

In addition, Blame, Fullerton & White Ltd., when they knew full well we had made the offer subject to a commission payable to us, made no representation to us whatsoever but stood by for a month or more while the transaction was being completed. As you know, we sent them a Statement of Adjustments containing the information that a 5% commission was payable to us and requesting their approval and a cheque for the balance of the adjustments. They sent the cheque for the balance of the Adjustments and made no comment on the Statement of Adjustments.

If that firm believes it can embarrass us in any way in this transaction they are quite entitled to do anything they see fit towards that end, but we insist upon payment to us of the sum of $815.00, being the commission herein.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

BLANE, FULLERTON & WHITE LTD.
821 W. HASTINGS ST. VANCOUVER, B. C.
PACIFIC 8121

ENEMY SECTION
Rec'd SEP 28 1944
File No.
Ans'd
Refer'd

September 27, 1944.

Office of the Custodian,
Department of Secretary of State,
509 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:- Re: 3700-3702 East Hastings St.
Lots 1 & 2, Block 9, N.½ of
Lot 116, N.W.D., Map 1236.

Further to your letter of September 16th enclosing cheque for $360.00 in favour of Carl Thomas for rents due as set forth in your statement, this will acknowledge receipt of same, for which we wish to thank you.

We have also had handed to us Assignments of the Leases covering the two tenancies in the above mentioned property by Mr. Carl Thomas, and this also will acknowledge receipt of same for your records

We would be pleased if you would give your immediate attention to our letter of September 21st, 1944.

Thanking you for your co-operation,

Yours very truly,

BLANE, FULLERTON & WHITE LIMITED.

F. B. McLellan,
Manager, Real Estate Department.

FBN:S.

INSURANCE
GENERAL
AGENTS

LOCKE, LANE, GUILD & SHEPPARD
Barristers & Solicitors

C. H. LOCKE, K.C.
W. S. LANE — C. R. GUILD, K.C. (MAN.)
F. A. SHEPPARD, K.C. (SASK.) — R. L. YULE
J. R. YOUNG — S. C. LANE
S. E. LOCKE

703 Rogers Building
Vancouver, B.C.

CABLE ADDRESS, "MAYERS"
TELEPHONE, PACIFIC 7137

ENEMY SECTION
Rec'd OCT 27 1944
File No.
Ans'd
Refer'd

Oct. 26th, 1944.

Office of the Custodian,
509 Royal Bank Bldg.,
675 West Hastings Street,
VANCOUVER, B.C.

Attention Mr.Wright

Dear Sir:-

Re : Yosohichi EBATA and 3700-3702 E. Hastings Street.
File No.749-B.Legal Section

We have considered yours of the 18th instant and have reported the result to you orally. We are of the opinion that Interpleader should not be granted to the Custodian in this instance for the reason that Interpleader is only available where there are adverse claims to one property or one fund. However, that is not the case here, for there are two claims for commission; Norris and McLennan claim to be entitled to commission under Contract No. 1 and Blane,Fullerton and White Ltd., claim to be entitled to commission under a distinct and separate contract. Therefore, the issue involves not one but two possible liabilities. We agree there is a common question of fact as to who effected the sale . Only the one who effected the sale , within the Luxor case , would be entitled to succeed to a commission, but there still remains two distinct claims and two distinct possibilities of liability.

In Manitoba an interpleader has been allowed under these facts in re Hooten, 1922, 3 W.W.R. Page 799, but we doubt the accuracy of that decision. We have, therefore, decided that it would be better to ask the respective parties to agree that you pay the money into Court on terms that it be paid to the one who is found by the Court to have effected the sale, and you would thereby be discharged .

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

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

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

ENEMY SECTION
Rec'd NOV 29 1944
File No.
Ans'd
Rel'd

November 28, 1944.

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C.

Attention Mr. Wright

Dear Sir:. re Yosohichi Ebata - your File #749-B

We acknowledge your letter of the 27th instant with Order-in-Council #1457 enclosed, for which we thank you. At the same time we had already informed Mr. Ebata of the fact that he must obtain a permit from the Minister of Justice before he could purchase the house in question.

You have misinterpreted our letter of November 25th, and on reading it over we find it is our fault since we did not make the matter clear. All we asked for at this time, for Mr. Ebata, was a total of $3,000.00. He is required to place a deposit to show his good faith, subject to the sale being approved by the Minister of Justice, and if the sale is not approved the money will be returned to him. If the sale is approved, he requires further monies to re-decorate, as we have advised. It seems to us you are placing the cart before the horse. Mr. Ebata cannot obtain the right to purchase unless he makes a deposit and until he has the right to purchase there is no point in applying for a permit. Should the permit be refused then his deposit is returned. Under the circumstances, we trust there will be no difficulty in forwarding to him $3,000.00 at this time, as otherwise the whole intent and meaning of Order-in-Council #1457 is lost.

It is beyond our comprehension why you should suggest that the sum of $3,000.00 will be held to protect the Custodian in the event proceedsings are instituted in respect of claim for commission on the sale of the property at 3700-3702 East Hastings Street. Do you suggest that you need to retain $3,000.00 to protect you for any costs you may become involved in over disputes involving $800.00?

We are making no attempt to settle this dispute apart from renewing our previous offer of giving up $100.00 as the nuisance value. Messrs. Blane, Fullerton and White have retained Mr. C. W. Tysoe, as their Solicitor, and we have retained Mr. Clyne of the legal firm of Messrs. Macrae, Montgomery & Clyne and presumably the matter will, in due course, come before the Court.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CK

ENEMY SECTION
Rec'd
File No.
Ans'd
Refer'd
NOV 30 1944

November 30th, 1944

MEMORANDUM TO: FILE NO. 749

FROM: MR. K. W. WRIGHT

RE: Yoshichi EBATA

Upon receipt of communication from Messrs. Norris & MacLennan, dated the 28th instant, I telephoned Mr. MacLennan and pointed out that the Custodian was concerned about the remittance of funds lest the petition to the Minister of Justice would indicate that the Custodian had furnished funds for the purpose of purchasing real property in Canada. I advised Mr. MacLennan that if he were submitting the petition and would give his personal undertaking that such a statement would not appear in the petition, we would consider forwarding an additional amount to Mr. Ebata as he is no longer in British Columbia. Mr. MacLennan advised that he expected if a petition was forwarded, it would be prepared by solicitors in the East, and under the circumstances, agreed that for the time being at least, all payments, apart from the monthly allowance, should be withheld. Mr. MacLennan also agreed to write to Ebata and advise him to proceed with the application to the Minister of Justice, and if successful to let him know and he would again take the matter up with this office.

No reference was made to the freezing of $3,000.00 for the Custodian's protection in case an action was commenced regarding the claim for commission, amounting to $800.00.

K. W. WRIGHT

KWW/JF

1618 St. Luke Stl,
Montreal, P.Q.,
March 19th, 1946.

Custodian of Enemy Property,
Vancouver, B.C.

Dear Sir:

Please pay from my account the sum of $63.14 to Mr. J.A. MacLennan for service rendered to me as counselor.

Yours truly,

Y. Ebata

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MACLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 8254

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

July 20th, 1945.

ENEMY SECTION
Rec'd JUL 21 1945
File No. 749 Jap.
Ans'd
Refer'd MR SPAIN

The Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir: re Yosohichi Ebata

Further to the writer's recent telephone conversation with your office regarding Mr. Ebata's safe and other articles, we have now received word from Mr. Ebata that he wishes you to sell the safe and other articles, which were held for safe-keeping in your warehouse.

Yours truly,
NORRIS & MacLENNAN,
per J. A. MacLennan
JAM/CK

Safe Combination
R 65 7
R 5 on 85
R 7

Visited Spain

NAME HIATA, Yoshichi

REGISTRATION NO. 08857 FILE NO. Int. 749

P/W A-10

The following chattels were sold by public auction at 992 Powell St., Vancouver, B. C. on July 26, 1945.

Office safe	$ 37.00
Garden sprayer	1.25
McClary gas range	8.00
Stove and sawdust burner	1.50
2 Bamboo racks	0.50

Total			$ 48.25
Less Expenses:	(Auctioneer's Fee:	$ 4.82	
	(Advertising:	1.35	
	(Moving:	6.11	$ 12.28
Net Proceeds Credited:			$ 35.97

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 49.

Remarks.

Warehouse 992 Powell

Date July 24/45

FILE NO. I.N.T. 749

NAME E.B.A.T.A.

ADDRESS 3700 E. Hastings Vancouver.

I have examined the undermentioned articles and consider that they have no value.

1 Garbage Burner. (So Rusty it fell apart) N.V.
1 Bamboo Shelf. (No Value)
1 Sawdust Hopper. (No Value)

Auctioneer

The above mentioned articles have been abandoned

Wm Wills

506 Royal Bank Building,
Vancouver, B.C.

19th October, 1945.

749-B
Enemy Section

K.W. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Mr. Wright:

You are aware that we have a considerable number of Bonds registered in the name of the Custodian of Enemy Property. One of these is for $10,000.- belonging to Yosohichi EBATA and a request was recently received to have this Bond forwarded to him at Montreal.

Except for a dispute in regard to the matter of commission between Messrs. Norris & MacLennan and Messrs. Blane, Fullerton & White in connection with the sale of Ebata's property on East Hastings Street for the sum of $16,300.-, there is no apparent reason why we should not release the bond. However, while the amount in dispute is $815.00 your memorandum on our file of November 18th, 1944, indicates that an amount of $3,000.- should be held in view of the possibility of this matter being the subject of an action against the Custodian.

It was our intention therefore to send $7,000.- in bonds to Mr. Ebata and in order to do so a request was made to the Bank of Canada to split the $10,000.- bond into one bond of $5,000.- and five bonds of $1,000.- The bond was endorsed by Mr. Good and brought into me for signature. I raised the question with Mr. Good as to whether our signatures would be acceptable to the Bank of Canada and he was of the opinion that our signatures would be acceptable. The Bank of Canada have now informed Mr. Good that our signatures will not be accepted without instructions from Ottawa.

I am assuming that it will not be considered necessary for the bonds which we have under our control to be sent to Ottawa for endorsement at such times as that action is required and that you will arrange for authority to be given to the usual signing Officers at Vancouver.

For your information the type of authority the Bank of Canada would require would be somewhat similar to the authorization given to the Banks in which we deposit Custodian funds. At the present time this

K. M. Wright, Esq.

indicates that signing authority should be as follows:

Frank Gould Shears	or	Alma Graham MacArthur
Benjamin Good	or	Charles Henry Reed

Yours very truly,

F. G. Shears,
Director.

FGS/PMH

VIA AIR MAIL

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

Received NOV 7 1945
File No. 7-4-B
Ans.

ADDRESS ALL COMMUNICATIONS TO THE CUSTODIAN'S OFFICE

PLEASE REFER TO

FILE NO. J-159

REGISTERED MAIL

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

November 14, 1945.

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

Dear Mr. Shears:

Re: Yoshichi EBATA bonds

With reference to your letter of October 29th and my reply of October 31st, in order that your records may be complete we send you herewith the following -

P.3-V.06375	-	Yoshichi Ebata -	$5,000.00
P.3-M.74201/2	-	Yoshichi Ebata - (2 x 1,000)	2,000.00
P.3-M.74203/5	-	Custodian of Enemy Property (3 x 1,000) -	3,000.00
			$10,000.00

Will you be good enough to forward $7,000.00 in bonds to Mr. Ebata and explain the balance will be forwarded as soon as the commission claim is settled.

Will you also please acknowledge receipt of the above mentioned bonds.

Yours very truly,

K. W. Wright
Counsel to the Custodian

KWW/FC.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5254

BANK OF NOVA SCOTIA BUILDING
602 HASTING ST. WEST

VANCOUVER, B. C.

Rec'd FEB 20 1946
File No. Int 749
Ans.
Referred Mr Shears

February 19th, 1946.

The Custodian,
Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B.C.

Attention Mr. Shears

Dear Sirs: re Yosohichi Ebata - Your File #749 Legal

Your office has on hand, belonging to Mr. Ebata, the sum of $3,000.00 in Dominion of Canada bonds. This sum, we understand, was held by your office pending settlement of the dispute between the writer's firm and Messrs. Blane, Fullerton & White Ltd., relating to a claim for commission on the sale of real estate formerly belonging to Mr. Ebata. The amount of the commission is $815.00 and that is the only amount which should be deducted from the $3,000.00 in bonds presently to the credit of Mr. Ebata. Your office was concerned in seeing that sufficient monies were retained to protect you for any possibility of a claim for costs against Mr.Ebata.

The situation, however, is that this is a dispute between the writer's firm and Messrs. Blane, Fullerton & White Ltd. and has nothing to do with Mr. Ebata. Should we be unsuccessful in our claim then we will be responsible for any costs. On the other hand, should Messrs. Blane, Fullerton & White Ltd. not succeed then they are solely responsible for the costs.

We are,however, prepared to indemnify you against any claim for costs from Messrs. Blane, Fullerton & White in order to ensure that Mr. Ebata's money will be released to him now.

Assuming this will be satisfactory, we hereby undertake to be responsible to the office of the Custodian of Enemy Property and to pay any judgment for costs which may be made against either the firm of Norris & MacLennan or Yosohichi Ebata arising out of the claim for commission in respect of the sale of Mr. Ebata's real estate on Boundary Road and Hastings Street, Vancouver, B.C., which property was sold to

Carl Thomas for the sum of $16,300.00 pursuant to negotations entered into between this firm and your office.

We would be pleased to have your advice that this money will now be released to Mr. Ebata as he requires it urgently and it may be that he will be among those shortly to be deported.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CW

506 Royal Bank Building,
Vancouver, B.C.

20th February, 1946.

749-B
Enemy Section

F.A. Sheppard, Esq.,
Messrs. Locke, Lane, Guild & Sheppard,
703 Rogers Building,
Vancouver, B.C.

Dear Sir:

Re: Yosohichi HBATA
3700-3702 East Hastings Street

On the 18th October, 1944, Mr. Wright wrote to you in regard to a claim being made by Messrs. Norris & MacLennan and also b Messrs. Blane, Fullerton & White for a 5% commission amounting to $615.00 for the sale of this property.

Copies of correspondence were also sent you at that time and we presume that you will be able to refer to same.

Your reply for the attention of Mr. Wright was dated 26th October, 1944. Subsequent to that date Mr. Wright advised Messrs. Norris & MacLennan that until such time as the claim for commission on the sale of the property was settled, the sum of $3,000.- was being held to protect the Custodian in the event proceedings were instituted.

Messrs. Norris & MacLennan then raised the point as to the necessity of retaining $3,000.- in connection with a dispute involving $800.-

The matter seems to have rested there until the present time when we have received a letter from Messrs. Norris & MacLennan, copy of which we enclose.

Will you kindly advise what position the Custodian should take in regard to the release of further sums of money.

Yours truly,

FGS/PMH
encl.

F. G. Shears,
Director.

Norris & MacLennan
BARRISTERS AT LAW, SOLICITORS
NOTARIES PUBLIC

T. G. NORRIS, K.C.
J. A. MacLENNAN, LL.B.

BANK OF NOVA SCOTIA BUILDING
602 HASTING ST. WEST

VANCOUVER, B. C.

CABLE ADDRESS "NORRIS"
VANCOUVER, CANADA
TELEPHONE: PACIFIC 5284

Rec'd MAR 4 1946
File No.
Ans.
Referred

March 2nd, 1946.

The Custodian,
Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B.C.

Attention Mr. Shears

Dear Sirs: re Yosohichi Ebata - Your File #749 Legal

This will confirm the writer's telephone conversation with your Mr. Shears on the 1st instant wherein we advised that we had arranged a settlement with Blane, Fullerton and White through their Solicitor Mr. C. W. Tysoe. The arrangement is that out of the sum of $815.00 payable by way of commission and presently in the hands of the Custodian we shall receive the sum of $415.00 and Mr. Tysoe, on behalf of Blane, Fullerton and White, shall receive the sum of $400.00.

We enclose, herewith, letter from Mr. Ebata, dated the 25th ultimo wherein he authorizes this settlement and authorizes you to pay us an additional $200.00 out of funds of his which you have in your hands and requesting that you send the balance of the funds in your hands to him immediately.

We would appreciate your complying with these instructions and we have arranged with Mr. Tysoe that he forward you a letter authorizing you to pay us the sum of $415.00 mentioned.

Yours truly,

NORRIS & MacLENNAN,

per

JAM/CW

RECEIVED
FEB
INC

1618 St. Luke St.,
Montreal, P.Q.,
Feb. 25th, 1946.

Norris & MacLennan,
Bank of Nova Scotia Bldg.,
Vancouver, B.C.

Gentlemen:

I received your letter with the regards to the settlement of the commission and I have decided in giving you the additional commission of $200.00. That is, $400100 for Blane, Fullerton & White and $615.00 to you. I hope you will notify the custodian of my decision and have the balance sent to me.

Yours truly,

J. Ebata

CRAIG & TYSOE
BARRISTERS, SOLICITORS, ETC.

CHARLES W. CRAIG, K.C. (1940)
CHARLES W. TYSOE

E. J. C. STEWART
WINIFRED A. LANGFIELD
R. L. VAN NEGROET

ROGERS BUILDING
470 GRANVILLE STREET
VANCOUVER, B. C.

TELEPHONE PACIFIC 8161

EVACUATION SECTION
Rec'd MAR 5 1946
File No. 749
Ans'd
Referred Stears

4th March, 1946.

ENEMY SECTION
Rec'd MAR 5 1946
File No. 749 2nd
Ans'd
Refer'd Mr Stears

Custodian of Enemy Property,
509 Royal Bank Building,
675 West Hastings Street,
VANCOUVER. B.C.

Dear Sir:

Re File No.749 - Legal Department - Yosohichi Ebata, 3700-3702 East Hastings Street

We are solicitors for Blane, Fullerton & White Limited. You will recall that both our client and Norris & MacLennan claimed to be entitled to the commission of $815.00 payable herein.

This is to advise you that our client and Norris & MacLennan have arrived at a settlement of their differences and have agreed that the said commission shall be divided as follows:

To Norris & MacLennan	$415.00
To Blane, Fullerton & White Limited	400.00.

We understand that Norris & MacLennan are writing you a letter advising you of this arrangement.

This will be your authority from Blane, Fullerton & White Limited to divide the commission in the above manner. We would be obliged if you would in due course let us have your cheque for $400.00 in favour of Blane, Fullerton & White Limited.

Yours truly,

CRAIG & TYSOE

CWT/R

Per. [signature]
(Charles W. Tysoe)

506 Royal Bank Building,
Vancouver, B.C.

749-B
Enemy Section.

REGISTERED

6th March, 1946.

K.W. Fright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Mr. Wright:

Re: Yoshichi EBATA.

You will remember the sale of a property at 3700 Block East Hastings Street which we passed on one of our journeys to Mission and in regard to which a dispute arose between Messrs. Norris & MacLennan and Messrs. Blane, Fullerton & White respecting payment of commission. On your instructions $3,000.- has been held pending settlement.

Recently Mr. MacLennan questioned the need of our retaining so much when the amount in dispute was $815.-. I referred this matter to Mr. Sheppard, but prior to receiving his reply, the matter became clarified by an agreement being reached between the above parties. Blane, Fullerton & White agreeing to accept $400.- and Norris & MacLennan $415.- plus $200.- which Ebata sanctioned. Ebata has requested that the balance of the funds be sent to him and this is in order.

The $3,000.- was being held in Dominion of Canada 7th Victory Loan registered bonds P.3 #74203/4/5. These bonds are enclosed herein and as these are registered in the name of the Custodian of Enemy Property I would be obliged if you would have them properly endorsed and returned so that these bonds may be sold and the money distributed as agreed upon above.

Yours very truly,

F. G. Shears,
Director.

FGS/FMH
encl.

Advised over the telephone
by Dept of Labour - 15-3-46
that it was in order to remit
balance of Ebatas funds to
him

D.L.

COPY

BANK OF MONTREAL
Securities Department

Ottawa, Ont. Branch, Mch. 12th, 1946.

CONFIRMATION of:-
Purchase from The Custodian of Enemy Property

Amount	Security	Price	Value
$3000.	Dominion of Canada 3% Bonds, due 1st February, 1962.	104-7/8	$ 3,146.25
	39 Days Interest at 3%		9.63
			$ 3,155.88
	Less stamp		.06
			$ 3,155.82

(Signed) Signature illegible.

Yoshichi Ebata

749-8
Enemy Section

509 Royal Bank Bldg.,
Vancouver, B.C.,
16th April, 1946.

Mr. Yosohichi Ebata,
1618 St. Luke St.,
Montreal, P.Q.

Dear Sir:

We are in receipt of your letter of 10th instant.

The only information we can supply you with regarding your indebtedness to Mr. Takahashi is the following, taken from a report of Messrs. Norris & MacLennan:

"He is also indebted to K. Takahashi of 620 Alexander St., Vancouver, in the sum of $90.00. This $90.00 is payable in equal instalments on the 3rd Sundays in May, June and July. This indebtedness arises out of Church dues, the full particulars of which are not clear to us but it is known to the Japanese as Tanomoshi, Ko. Our understanding is that Mr. Takahashi is the Minister at the Church attended by Mr. Ebata."

We note that you failed to enclose the R.C.M.P. Receipt for your Radio. Will you kindly forward this with your reply to this communication.

Yours truly,

W.J. JOHNSTON
ADMINISTRATION DEPARTMENT

WJJ/DG

F. 112

Royal Canadian Mounted Police

J.P. No 08857
Parole No 135954

$ .....

Vancouver B.C. 9th March 1944

Received from Yoshiaki Ebata

One Radio Philco No 11 53969

Radio Type 3650 Code No 121 - One

dial Knob missing Cabinet somewhat scratched.

.....Dollars.

Signature Yoshiaki Ebata

Reg No 13500

9407
9659

1618 St. Luke St.,
Montreal, P.Q.,
May 8th, 1946.

ENEMY SECTION
Rec'd MAY 14 1946
File No. 7493
Ans'd
Refer'd

Custodian,
509 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Re: File No. 749-B, Enemy Section.

I wish to acknowledge receipt of the cheque for the sum of $2,095.82, mailed to me in your letter of the 27th of April. Please have the balance of $90.00 which you hold paid to Mr. K. Takahashi. I believe with the paying of Mr. Takahashi everything is completely finished.

Yours truly,

J. Ch...

En 749

March 9th, 1950

Mr. Yoshichi ERATA,
1618 St. Luke,
Montreal, Quebec.

Dear Sir:

Referring to our letter of May 27th, 1947 we are still holding $90.00 which you requested us to pay to K. Takahashi. We are quite anxious to pay out this sum of money, but so far we have been unable to identify the right Mr. Takahashi to whom this money should be sent. You have not answered any of our letters in which we asked you to give us the full name and the former Vancouver address of the said Mr. Takahashi. In our letter to you of September 26th, 1946 we suggested to you that the person named might be Keichi Takahashi, a rice miller who lived at 620 Alexander St., Vancouver. If you are unable to give us the particulars concerning Mr. Takahashi would it be in order for us to remit the $90.00 to you and allow you to pay him direct.

A self addressed envelope is enclosed for your reply.

Yours truly,

C. H. Reed
Office of the Custodian

CHR:BK
Encl.

749-B (X-I)

May 27, 1947.

Registered A/R

Mr. Yoshichi EBATA,
Registration No. 08857,
1618 St. Luke Street,
Montreal, P. Q.

Dear Sir:

In connection with the sum of $90.00 which you requested us to pay to Mr. K. Takahashi, we wish to advise you that we are quite prepared to comply with your request if you will advise us regarding the full name of Mr. Takahashi and also state his present address if his whereabouts are known to you. His former address in Vancouver and his occupation before evacuation would also prove helpful in determining the correct person to whom the funds should be paid.

We would appreciate receiving an early reply to this letter.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/HMS

EVACUATION SECTION
Rec'd MAR 25 1950
File No. 9409
Rem.
Returned

228 Sterling Road,
Toronto, Ontario,
March 24, 1950.

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

To be Filed XI 749

Dear Sirs:

re File No. 9407

In reply to your letter of March 9, I regret to inform you that I have no knowledge of the said sum of $90.00.

I am sorry of my inability to assist you in this matter.

Yours truly,

Koichi Takahashi
per S.T.

Koichi Takahashi.

EVACUATION SECTION
Rec'd MAR 25 1950
File No. X 1 749
Ans.
Returned Read

1618 St. Luke St.,
Montreal, Que.,
March 21st, 1950.

Dept. of the Sec. of State,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:

Re: File No. En 749.

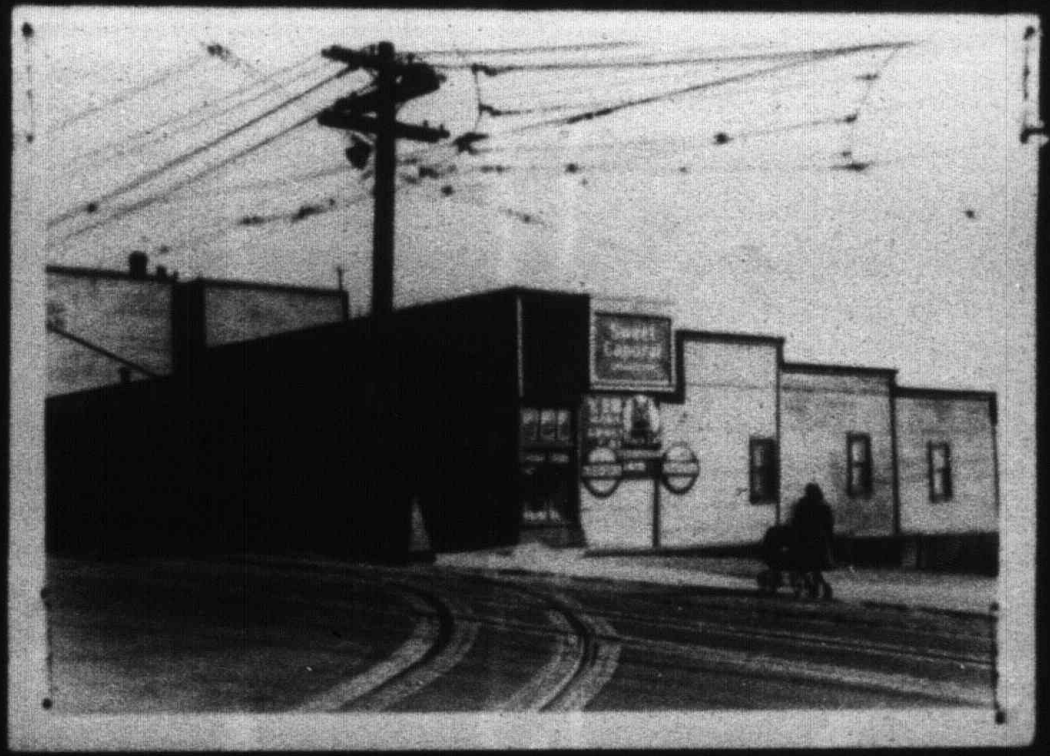
Regarding the money owing to a K. Takahashi, I have no idea to the identity of this person. I am aquainted with only one K. Takahashi, the same person to whom you referred to in your letter. I have no recollection of owing money to Mr. Takahashi and direct correspondence with him has substantiated this fact.

If you are unable to establish the identity of this person, please remit to me this amount. If such a debt exists and its claimant approaches me, I will see that it is paid.

Yours truly,

J. Ebata

Insurance Ord.
May 5th 1947 90 cc
K Takahashi


Sweet Caporal

252.12

INTERNEE FILE 749

EBATA, Yoshichi

3700 & 3702 East Hastings Street

March 5th, 1943

CUS. NO.	NAME	FILE NO.
	[redacted], Joshichi	749 Ast.

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
Fidelity Fire Insurance Company	328105	$2,000.	May	20	1945	Lic. Bldg. & Lic. Bldg. 3700-3702 E. Seattle St., Bain. of Tacoma, Wash.

Admitted by Home Office, Cancelled Orig. Dept

Davis v. Dr. Letter - Dec 28/44