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XI-790

BUSINESS

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 1196-2
EXHIBIT NO. 1196-2
DATE OCT 29 1948
FILLED BY K. A. Harrison

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: IWAMA Genkyu

HOME ADDRESS: 258 Powell Street, Vancouver, B. C.

REGISTRATION NUMBER 07127 SEX: Male AGE: 48

OCCUPATION: Cleaner

(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 (Co-Partner)

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Kikuyo

ADDRESS OF WIFE OR HUSBAND: 258 Powell Street, Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: Hirofaka (M) Ririko (F)

ADDRESS OF CHILDREN: 258 Powell Street, Vancouver, B. C.

AGE OF CHILDREN: 12, 7

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

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

4. TAXES (Amount and where payable) None

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

6. OCCUPANCY AND LEASES (If vacant so state) None

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 1 room in Rooming House at
258 Powell Street, Vancouver, B. C.
2. LANDLORD'S NAME AND ADDRESS: Mr. Ueno, 258 Powell Street, Vancouver, BC
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
\$8.00 per month paid to date.
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
Declarant owns in co-partnership a dry cleaner establishment
at 2046 W. 4th Ave., Vancouver, B. C.
IX Cleaning & Pressing machines and miscellaneous valued at
\$14,000.00

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 Mr. S. Yamagami, 816 Broadway W.
Vancouver, B. C. & Mr. Hick, Address unknown.

4. INSURANCE CARRIED ON ABOVE PROPERTY: \$10,000 Fire Insurance
Name of company unknown.

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
None

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

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 23rd day of May 1942
(Signature) G. Swana

[Signature]
Witness

FOR DEPARTMENTAL USE _____

INFORMATION FROM R.C.M.P.

Date Aug. 26/43.

our File No. 1990

Full Name IWAMA, Genkyn
(Surname in Block Letters)

Registration No. 07127

Male ☒ - Female
(check)

Age Sept. 1, 1893

Former Address 2218 21. 4th Ave., City

Evacuated ☐ Naturalized - Canadian-Born - National
(check)

Present Address Interned May 29/43
137 Beverly Terrace, Ont.

Married ☒ - Single
(check)

Name of Wife Kikuyo #06026

Name of Husband -

Name of Mother IWAMA, Asano Name of Father Asataro (Japan)

s of Children under 16 (Japan)

Kirataka (M) Mar. 1/30

Ririko (F) June 5/35

Requested by CCP

Registered with Custodian Yes
(Yes or No)

Additional Information Cleaner.

COPY

MEMORANDUM OF AGREEMENT made this 20th day of October,
A.D., 1941,

BETWEEN:-

M. WENER, of Vancouver, B.C.,

Hereinafter called the "VENDOR"

OF THE ONE PART

AND

SHOTARO YAMAKAMI and YONEYUKI WATANABE,
of Vancouver, B.C.

Hereinafter called the "PURCHASER"

OF THE OTHER PART

WITNESSETH:- The Vendor hereby agrees to sell and the Purchasers hereby agree to purchase the machinery and equipment hereinafter described (receipt of which is hereby acknowledged by the Purchasers), for the sum of \$3500.00 payable \$2300.00 cash (receipt whereof is hereby by the Vendor acknowledged), and the balance of \$1200.00 shall be paid at the rate of \$100.00 per month on the 20th day of each and every consecutive month, commencing with the 20th day of November, 1941, together with interest on the unpaid balances from time to time, calculated from the 20th of October, 1941 at the rate of 7% per annum, and interest shall be payable at the above-mentioned rate at the same time as each instalment of principal is payable. In the event default is made by the Purchasers in paying any instalment, and such default continues for fifteen (15) days after the due date, then and in such event the full balance, including interest, shall forthwith become due and payable.

THE VENDOR AND THE PURCHASERS MUTUALLY COVENANT AND AGREE EACH WITH THE OTHER AS FOLLOWS:-

1. The said machinery and equipment, and each and every part thereof, and all parts and accessories added thereto, either as additions thereto or in substitution for existing parts and accessories is now and shall remain the absolute property of the Vendor until after full and complete payment of the purchase price herein set forth.
2. The said machinery and equipment, and every part thereof, at all times while out of the possession of the Vendor, shall be at the risk of the Purchasers, and all loss or damage to the same or any part thereof shall be paid by the Purchasers, and no such loss or damage shall operate to extinguish or diminish any liability hereunder.

3. The Purchasers shall take proper care of the said machinery and equipment, and each and every part thereof, and shall not neglect, misuse, damage or destroy the same or any part thereof, or suffer the same to be done, and the Purchasers shall keep all of the said machinery and equipment, and each and every part thereof, in good repair, and shall pay for the costs of repairs, and shall not at any time suffer or permit any charge or lien, whether possessory or otherwise to exist against the said machinery and equipment, or any part thereof.

4. The Purchasers shall insure the said machinery and equipment, and every part thereof, with loss payable to the Vendor.

5. Time shall be of the essence hereof, and if default be made in the payment of the said principal sum, or any part thereof, or interest, or any part thereof, at the time and times the same shall or may become due, or if default be made by the Purchasers in any other respect hereunder, or if they, or any of them shall in any way at any time fail to fully observe or perform any covenant herein contained, or of the Purchasers fail to make payment for any labour, repairs, improvements or equipment placed on the said machinery and equipment, or any part thereof, or if the Vendor shall feel unsafe or insecure, then and in such event the principal sum herein, or the balance then remaining unpaid, together with accrued interest thereon shall immediately become wholly due and payable at the option of the Vendor (notice of said option being hereby waived), and the Vendor may at once take possession and remove the said machinery and equipment, and each and every part thereof, wherever the same may be, with or without process of law (and for such purpose it shall be lawful for the Vendor to break and force open any doors, locks or buildings), and to repair the same, or any part thereof (as to the nature and extent of such repairs the Vendor shall be the sole judge), and may sell same as provided for by law.

6. Out of the proceeds the Vendor shall be entitled to retain all monies payable to him, whether due or not, including interest, costs and expenses of taking possession, storing, repairing, any monies properly disbursed, solicitors fees on a solicitor and client basis, and the costs of sale, and any surplus shall be paid to the Purchasers. Any deficiency shall be paid by the Purchasers.

7. It is understood and agreed that there are no promises, warranties or representations of the Vendor as to the quality, condition or fitness of the said machinery and equipment hereunder, or any part thereof, in any manner whatsoever, other than that the Vendor covenants to sell the same free of encumbrances.

8. The said machinery and equipment are as follows:-

PLANT:

Boiler and Oil Burner No. 41886 B.C. and No. 39719
Oil Tank
Solvent Tank
Tumbler-Beaver Laundry Mac. Co. Ltd. Type Cl.9, Serial No. 2754
Large Washer -Beaver Laundry Mac. Co. Ltd., Serial No. 2753
Small Washer-Beaver Laundry Mac. Co. Ltd., Serial No. 2752
D.C. Extractor
Filter - Bowser Filter
Vacuum Still
Vise
Two (2) Pumps
Tank
Shafting and Pulleys
Belting
Piping
7½ Horse-Power motors.

SMALL ROOM:

S.C. Extractor No. 93293
Piping and valves
Storage table, shelving and dry room
Tables
Fire Extinguisher
Spot Boards
Hose

WASH ROOM:

Tubs
Crock
Wiring
Blower (Air conditioned) No. A 38080

EQUIPMENT:

1 sleeve board
Linoleum
Three (3) chairs
Dressing room
Part clothes rack pipes
1 show case
Shipping table
Table
Long counter Table
Small Counter
Electric fixtures
Electric bulbs
2 small tables
Press table
Safe - Gordie McCulloch
First Aid Kit
Spotting brushes
Sleeve form
1 Pressing board

MACHINERY:

Cuff brush machine
Pipes and Valves
Dry room
Hoffman Press Machine XCO5 #5256
Steam Iron Patrick EF 3BB #1331
Caustic Tank
New Smoke Stack
Car - Model T. Ford - License No. B.C. 83 - 745

All of the above are at 2046 West 4th Avenue, Vancouver, B.C. and shall not be removed therefrom without the consent in writing of the Vendor first had and obtained.

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:-

" _____ "
" _____ "

"S. Yamakami"

"Y. Watanabe"

"M. Wener".

COPY

THIS INDENTURE made the 25th day of March, in the
year of our Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN:

DANIEL HICKS, 1985 West 14th Avenue in the City
of Vancouver, in the Province of British Columbia,
hereinafter called the "LESSOR"

OF THE FIRST PART

AND:

AUGUST KARL SHONE and ROSEL SHONE, his wife, of
1284 Nelson Street in the City of Vancouver, in
the Province of British Columbia, hereinafter called
the "LESSEES"

OF THE SECOND PART

WITNESSETH that in consideration of the rents,
covenants and agreements hereinafter reserved and contained and
on the part of the Lessees to be paid, observed and performed, the
Lessor doth demise and lease unto the Lessees that certain shop
and premises known as 2046 West 4th Avenue in the City of Vancouver,
Province of British Columbia, TOGETHER with the goods, chattels,
machinery and equipment now situate therein, and more particularly
enumerated in a Schedule attached hereto, and marked "A": FOR a term
of TWO (2) YEARS from the First day of April, 1942 and thereafter
until the Lessor or the Lessees shall by notice in writing for six
months, less one day, give to the other notice of his or their
intention to vacate the said premises:

YIELDING AND PAYING THEREFORE to the Lessor the clear
monthly rental of Sixty-five (\$65.00) Dollars in the manner following,
that is to say: There shall be paid on the execution of these
presents the sum of One Hundred and sixty-five (\$165.00) Dollars,
which sum shall be applied as follows: The sum of Sixty-five (\$65.00)
Dollars in payment of the rent from the 1st of April to the 30th day
of April, 1942, the remaining One hundred (\$100.00) Dollars

shall be held by the Lessor to be applied by him on the rents due on the termination of the tenancy and whether such tenancy shall be terminated by notice or any other cause whatsoever, and the sum of Sixty-five (\$65.00) Dollars to be paid on the First day of each and every month thereafter, provided that upon notice of intention to terminate the tenancy having been duly given the said sum of \$100.00 retained by the Lessor shall be applied on the last month of the tenancy and in adjustment of any month previous thereto.

The said premises shall be used as a Dry Cleaning establishment and for no other purpose without the consent of the lessor being first had and obtained in writing.

THE Lessees covenant with the Lessor:

1. THAT they will pay the rent hereby reserved, and pay all water rates and charges for gas and electricity, which may be levied or charged against the said premises, and as to the building to repair (reasonable wear and tear and damage by fire, lightning and tempest, acts of God and the King's enemies excepted), and that in respect of the chattels, machinery and equipment the Lessees will keep the same in as good a condition as they now are, replacing all worn out and wasting parts with others of the same kind and quality, and any parts so replaced shall become and be the property of the Lessor and shall remain on the premises upon the termination of the term, save and except that in respect of the boiler, two tanks and the motors if from any other cause other than the negligence of the Lessees, the same shall be required to be renewed, or more than ordinary repairs required to be made thereon, the Lessor may make such repairs or renewals and thereafter the Lessees shall make the usual and ordinary repairs required during the residue of the term.

2. THAT they will not assign or sub-let without leave of the Lessor being first had and obtained in writing.

3. THAT they will repair according to notice, save as hereinbefore provided.

4. THAT they will leave the premises in as good repair as it now is and in respect of the goods, chattels, machinery and equipment, they shall leave the same in reasonable repair, save as to the boiler, tanks and motor.

5. THAT they will not carry on any business that shall be deemed a nuisance;

6. THAT they will keep all drains and plumbing clear and repair the same, and will not keep on the premises any gasoline, solvents or other chemicals, save as by by-law of the City of Vancouver or regulations permitted to be kept and retained on a like premises.

7. THAT they will not erect any sign or signs on the said property and if any sign should be erected with or without the consent of the Lessor the Lessees will indemnify and save harmless the Lessor from any cause of action whatsoever arising out of or from such signs falling or otherwise injuring any person, or the goods and chattels of others.

IT IS FURTHER AGREED that the Lessees take the said premises with the knowledge that the machinery, equipment and furnishings are the property of certain Japanese and that any action taken by the Custodian of Alien Property, which interferes with the right to use the said goods and chattels shall not be deemed to be a default in any covenant of the Lessor, and if the Lessees are unable to carry on the business of dry cleaners in the said establishment by reason of any act or thing done by such Alien Custodian, or any person under his direction, then the term hereby agreed shall automatically be ended, and all matters and things, including the rent and moneys in the hands of the Lessor shall be adjusted and

accounts settled as between the parties, and any moneys due or owing from one to the other shall be paid.

Any notice required to be given under this Indenture may be mailed at Vancouver under prepaid registered postage, addressed to the Lessor at 1985 West 14th Avenue, City of Vancouver, B.C., and to the Lessees at 2046 West 4th Avenue, City of Vancouver, B.C. and shall be deemed to have received on the day following that on which it has been mailed.

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

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

SUBJECT as herein provided, the Lessor covenants with the Lessees for quiet enjoyment.

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

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

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

SIGNED SEALED & DELIVERED
by the said Lessor in the
presence of

"Chas. J. White"

SIGNED SEALED & DELIVERED
by the said Lessees in the
presence of:

"Chas. J. White"

"A. K. Shone"

"Rosel Shone"

"Daniel Hicks"

MEMORANDUM OF AGREEMENT made the 19th day
of March, 1942.

BETWEEN:

M. WENER, of Vancouver, B.C.

Hereinafter called THE ASSIGNOR,

AND:

DANIEL HICKS, of Vancouver, B.C.

Hereinafter called THE ASSIGNEE.

WHEREAS by Memorandum of Agreement made the
20th day of October, 1941 between the Assignor as vendor
and Shotaro Yamakami and Yoneyuki Watanabe as purchasers
the Assignor did agree to sell and the purchaser has
agreed to purchase certain machinery and equipment situate
at 2046 West 4th Avenue, Vancouver, B.C. all as set out
in the said agreement for the sum of \$3,500.00 payable as
therein stated;

AND WHEREAS the said agreement was duly registered
pursuant to the "Conditional Sales Act" of British Columbia in
the proper registry at Vancouver, British Columbia on October
23rd, 1941 under No. 63319;

AND WHEREAS under the provisions of the said agree-
ment there is still owing and unpaid by the purchasers to the
Assignor the sum of \$1,079.18;

AND WHEREAS the said Yoneyuki Watanabe did on the
9th day of March, 1942 duly transfer, assign and set over his
interest in the said machinery, equipment and agreement to
the said Shotaro Yamakami;

AND WHEREAS on the 10th day of March, 1942 the said Shotaro Yamakami did transfer, assign and set over unto Genkyu Iwama an undivided one-half interest in and to the said Agreement and the said machinery and equipment;

AND WHEREAS the Assignor has agreed to transfer the said agreement and the said machinery and equipment to the Assignee for the considerations hereinafter set forth;

WITNESSETH

1. The Assignor doth hereby transfer, assign and set over unto the Assignee the said Agreement of 20th October, 1941, all monies secured thereby, and all the machinery and equipment therein set forth and all the right, title and benefit of the Assignor herein and thereto and in and to each and every part thereof.
2. The Assignor represents that there is still unpaid under the said Agreement the said sum of \$1079.18.
3. The Assignee shall pay to the Assignor the said sum of \$1079.18, the receipt whereof is hereby by the Assignor acknowledged.
4. It is understood and agreed that the Ford Motor Car set forth in the said Agreement of 20th October, 1941 has been released from the provisions of the said Agreement and no longer forms part of the security for payment of the monies still unpaid.
5. The Assignor represents that he has done no act or thing to vary, encumber or in any way charge the said Agreement or the said assets and that he will from time to time at the request of the Assignee execute such further and other documents as the Assignee may reasonably require to fully and effectually carry out the spirit and intention of this Agreement.

This Agreement and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their and each of their respective heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED AND DELIVERED

in the presence of:

"Helen C. Hendren"

"M. Wener"

"Daniel Hicks"

COPY

MEMORANDUM OF AGREEMENT made this 19th day of March, in the year of our Lord one thousand nine hundred and forty-two,

BETWEEN:-

DANIEL HICKS, of 1985 West 14th Avenue, in the City of Vancouver, in the Province of British Columbia,

Hereinafter called "THE PARTY OF THE FIRST PART"

AND

SHOTARO YAMAKAMI and GENKYU IWAMA, of the City of Vancouver, in the Province of British Columbia,

Hereinafter called "THE PARTIES OF THE SECOND PART"

WHEREAS by agreement dated the 20th day of October, 1941 M. Wener sold under a Conditional Sale Agreement to Shotaro Yamakami and Yoneyuki Watanabe the machinery and equipment used by him in connection with the carrying on of a dry cleaning establishment at 2046 West 4th Avenue, in the City of Vancouver, B.C., hereinafter referred to as the "said premises";

AND WHEREAS the interest of the said Yoneyuki Watanabe has been transferred to and vested in Genkyu Iwama;

AND WHEREAS there is due and owing under the said agreement as of 20th March, 1942 the sum of \$1079.18, and there is due and owing to the Party of the First Part for rent of the premises in which the said goods are located the sum of \$45.00;

AND WHEREAS the payments under the said agreement have not been made pursuant to the terms thereof;

AND WHEREAS the Party of the First Part has acquired from the said M. Wener all his right, title and interest in and to the machinery and equipment referred to in the said agreement of 20th October, 1941 and the moneys due thereunder;

AND WHEREAS it has been mutually agreed that the Party of the First Part shall take over the said premises and the Parties of the Second Part agree that the equipment now therein located shall be used for the continuous carrying on of a dry cleaning business, subject to the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH, the parties hereto hereby covenant and agree each with the other as follows:

The Parties of the Second Part covenant that they have, subject to the said agreement of October 20th, 1941, the right and ownership to all goods and chattels more particularly enumerated in the said agreement save as to certain items, and together with certain other items brought on to the premises since the date of the said agreement, and that save as aforesaid the said goods and every part thereof are free and clear of all liens, charges and encumbrances.

IT IS FURTHER AGREED that the Schedule hereto attached and marked "A" shall be and shall be deemed to be the goods, chattels and fixtures, machinery and equipment contemplated to be covered by the said lien agreement and shall be covered by the said lien agreement.

The Party of the First Part shall forthwith be put in possession of the said premises and shall have the right to lease the same on such terms as he shall see fit, and the Parties of the Second Part hereby surrender the unexpired portion of any tenancy or term now in existence. The rent payable by the incoming tenant shall be allocated as follows: The sum of fifty (\$50.00) dollars to the Party of the First Part as rental of the said premises, and the residue shall be taken in satisfaction of the interest at the rate of 7% per annum on the said sum of \$1124.18 now due and owing

and any payment of premium on any insurance on the said goods, chattels, machinery and equipment, which said insurance shall be carried by the Party of the First Part in the sum of \$2000.00. No interest shall be charged to the Parties of the Second Part on the said sum of \$1124.18 from said 20th March, 1942 until such time as interest again becomes payable as hereinafter set forth; provided, however, that the provisions of this sentence shall not in anywise prevent the Party of the First Part from receiving any rentals as hereinbefore set forth without any obligation to account to the Parties of the Second Part thereafter.

The term of any lease so given by the Party of the First Part shall be so fixed that the Party of the First Part shall be able to give and shall give to the Parties of the Second Part re-possession of the premises after the expiration of two years from the date hereof, together with a period of six months which shall elapse from time when the Parties of the Second Part shall after the expiration of the said two year period notify the Party of the First Part in writing of their desire and intention to resume possession of the said premises.

All payments due and payable under the said agreement of October 20th., 1941 shall be suspended until the war existing between Canada and Japan shall have been terminated and for a further period of three months thereafter. After the expiration of one month thereafter the Parties of the Second Part shall commence and shall pay to the Party of the First Part the sum of One hundred (\$100.00) dollars per month, such payments to be due on the first day of the month following that in which such notice is received, and thereafter be payable on the first day of each month. Interest

shall be payable at the rate of 7% per annum thereafter by the Parties of the Second Part, provided that if possession is not given then the rentals received by the Party of the First Part shall be taken in satisfaction of such interest until possession is so given.

The Party of the First Part shall return the goods and chattels contained in the said schedule to the Parties of the Second Part at the expiration of the period herein specified in as good a condition as they now are (reasonable wear and tear and damage by fire, lightening, tempest, riots, or enemies of the King excepted). In the event it becomes necessary to replace or make extensive repairs to the boiler, two tanks or any motors, and the cost of such replacement or repairs is paid by the Party of the First Part, then and in such event the Party of the First Part shall be at liberty so to do and the amount so expended shall be added to the amount due by the Parties of the Second Part; provided, however, that the Party of the First Part shall not so expend a total sum in excess of \$1,000.00. Provided, further, that the amount so expended shall bear interest at the rate of 5% per annum from the date of such expenditure until the principal monies hereunder become payable.

In respect of all other parts of the equipment, if any such shall be worn out and discarded and new or second-hand parts substituted, such parts shall become and be the property of the Parties of the Second Part, subject to the due performance of the said agreement of October 20th, 1941.

This agreement is subject to such proper orders or directions as may be made from time to time by the Custodian of Alien Property, or any other department of the Government.

The Parties of the Second Part covenant with the Party of the First Part to well and truly pay or cause to

be paid the said sum of \$1124.18 in the manner herein provided, and the amounts expended by the Party of the First Part in respect of the said boiler, tanks or motors.

The said agreement of 20th October, 1941 is hereby amended as in this agreement set forth. In all other respects the said agreement of 20th October, 1941 is hereby confirmed.

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:-

Margaret V. Mitchell

as to signature of D. Hicks

Max H. Grossman

Daniel Hicks

S. Yamakami

Genkyu Iwama

SCHEDULE "A"

PLANT:

Boiler and Oil Burner No 41886 B.C. and 39719 respectively
Oil Tank
Solvent Tank
Tumbler - Beaver Laundry Mac Co. Ltd. Type C1-9 Serial No. 2754
Large Washer - Beaver Laundry Mac.Co.Ltd- Serial No. 2753
Small Washer - Beaver Laundry Mac.Co.Ltd- Serial No. 2752
D.C. Extractor
Filter- Bowser Filter
Vacuum Still
Vise
3 pumps
Tank
Shafting and Pulleys
Belting
Piping
7½ H.P. motors

SMALL ROOM:

Tubs
Wiring
Blower (Air Conditioned) No A 38080

EQUIPMENT:

1 sleeve board
1 chair
Part clothes rack pipes
1 show case
Shipping table
Table
Small counter
2 small tables
Safe - Gordie McCulloch
1 pressing board
2 spotting boards and glass
2 small shades
1 large shade
1 camp stove
Shelving
2 clothes carriages
1 pump for taking water out of tank
3 steam traps

MACHINERY:

Cuff brush machine No. 1750
Pipes & valves
Dry room
Hoffman Press Machine XG05 #5256
Steam Iron Patrick EF3BB #1331
Caustic Tank
New Smoke Stack

DISCHARGE OF CONDITIONAL SALE AGREEMENT

WHEREAS by agreement dated the 20th day of October, 1941, M. Wener sold under a Conditional Sale agreement to Shotaro Yamakami and Yoneyuki Watanabe the machinery and equipment used by him in connection with the carrying on of a dry cleaning establishment at 2046 West 4th. Avenue in the City of Vancouver, B. C.

AND WHEREAS the interest of the said Yoneyuki Watanabe has been transferred to and vested in Genkyu Iwama:

AND WHEREAS by Assignment, dated the 19th day of March, 1942, the said M. Wener did assign all his right, title and interest in the machinery and equipment referred to Daniel Hicks:

AND WHEREAS there is due and owing under the said agreement to M. Wener and assigned to the said Daniel Hicks the sum of \$1079.18 and there was due and owing as of the date of the assignment the sum of \$45.00 by way of rent:

AND WHEREAS by agreement, dated the 19th day of March, 1942, the said Daniel Hicks and Shotaro Yamakami and Genkyu Iwama fixed the said amount as being the proper amount due and agreed that the said Daniel Hicks would by allocation of rents consider all interest maturing under the said contract to be duly paid:

AND WHEREAS the said agreement provided that the Daniel Hicks would give to the said Shotaro Yamakami and Genkyu Iwama possession of the said premises at the expiration of two years, together with a period of six months following notification of their intention to terminate the said lease:

AND WHEREAS Shotaro Yamakami and Genkyu Iwama are persons of the Japanese race and their interest in the said agreement has vested the Secretary of State acting in his capacity as Custodian pursuant to the provisions of Order-in-Council P.C. 1665 dated the 4th day of March, 1942 and the amendments thereto, and the applicable provisions of the Revised

Regulations Respecting Trading with the Enemy (1943):

AND WHEREAS the said Daniel Hicks has released the said Shotaro Yamakami and Genkyu Iwama from all covenants and conditions in the said agreement contained in respect of rental:

AND WHEREAS it has been agreed that the Custodian will release the said Daniel Hicks from all covenants and conditions in the said agreement in respect to possession:

AND WHEREAS the Custodian of Alien Property has paid to the said Daniel Hicks the said sums of \$1079.19 and \$45.00:

NOW THEREFORE THIS INDENTURE WITNESSETH, the Secretary of State acting as Custodian by his duly authorized Deputy hereby releases the said Daniel Hicks from all covenants and conditions in the said agreement in respect to possession:

AND THIS INDENTURE FURTHER WITNESSETH, the said Daniel Hicks hereby agrees that the moneys due under the said agreement of October 20th, 1941, as assigned to him, have been fully paid and satisfied, and that the said in part recited agreement has not been further assigned; that he is the proper party entitled by law to receive the moneys due under the said agreement and that the said Conditional Sale agreement is hereby discharged.

DATED at Vancouver, B.C. this 9th day of January, 1945.

WITNESS:

Margaret V. Mitchell
as to signature Daniel Hicks

Daniel Hicks

as to signature Frank G. Shears

Jean Joy
509 Royal Bank Bldg.
Vancouver, B.C.
Stenographer

F. G. Shears

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

THIS INDENTURE made the 25th day of March, in the
year of our Lord one thousand nine hundred and forty-two,

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN:

DANIEL RICKS, 1985 West 14th Avenue in the City
of Vancouver, in the Province of British Columbia,
hereinafter called the "LESSOR"

OF THE FIRST PART

AND:

AUGUST KARL SHONE and ROSEL SHONE, his wife, of
1284 Nelson Street in the City of Vancouver, in
the Province of British Columbia, hereinafter called
the "LESSEES"

OF THE SECOND PART

WITNESSETH that in consideration of the rents,
covenants and agreements hereinafter reserved and contained and
on the part of the Lessees to be paid, observed and performed, the
Lessor doth demise and lease unto the Lessees that certain shop
and premises known as 2046 West 4th Avenue in the City of Vancouver,
Province of British Columbia, TOGETHER with the goods, chattels,
machinery and equipment now situate therein, and more particularly
enumerated in a Schedule attached hereto, and marked "A": FOR a term
of TWO (2) YEARS from the First day of April, 1942 and thereafter
until the Lessor or the Lessees shall by notice in writing for six
months, less one day, give to the other notice of his or their
intention to vacate the said premises:

YIELDING AND PAYING THEREFORE to the Lessor the clear
monthly rental of Sixty-five (\$65.00) Dollars in the manner following,
that is to say: There shall be paid on the execution of these
present the sum of One Hundred and sixty-five (\$165.00) Dollars,
which sum shall be applied as follows: The sum of Sixty-five (\$65.00)
Dollars in payment of the rent from the 1st of April to the 30th day
of April, 1942, the remaining One hundred (\$100.00) Dollars

shall be held by the Lessor to be applied by him on the rents due on the termination of the tenancy and whether such tenancy shall be terminated by notice or any other cause whatsoever, and the sum of Sixty-five (\$65.00) Dollars to be paid on the First day of each and every month thereafter, provided that upon notice of intention to terminate the tenancy having been duly given the said sum of \$100.00 retained by the Lessor shall be applied on the last month of the tenancy and in adjustment of any month previous thereto.

The said premises shall be used as a Dry Cleaning establishment and for no other purpose without the consent of the lessor being first had and obtained in writing.

THE Lessees covenant with the Lessor:

1. THAT they will pay the rent hereby reserved, and pay all water rates and charges for gas and electricity, which may be levied or charged against the said premises, and as to the building to repair (reasonable wear and tear and damage by fire, lightning and tempest, acts of God and the King's enemies excepted), and that in respect of the chattels, machinery and equipment the Lessees will keep the same in as good a condition as they now are, replacing all worn out and wasting parts with others of the same kind and quality, and any parts so replaced shall become and be the property of the Lessor and shall remain on the premises upon the termination of the term, save and except that in respect of the boiler, two tanks and the motors if from any other cause other than the negligence of the Lessees, the same shall be required to be renewed, or more than ordinary repairs required to be made thereon, the Lessor may make such repairs or renewals and thereafter the Lessees shall make the usual and ordinary repairs required during the residue of the term.

2. THAT they will not assign or sub-let without leave of the Lessor being first had and obtained in writing.

3. THAT they will repair according to notice, save as hereinbefore provided.

4. THAT they will leave the premises in as good repair as it now is and in respect of the goods, chattels, machinery and equipment, they shall leave the same in reasonable repair, save as to the boiler, tanks and motor.

5. THAT they will not carry on any business that shall be deemed a nuisance;

6. THAT they will keep all drains and plumbing clear and repair the same, and will not keep on the premises any gasoline, solvents or other chemicals, save as by by-law of the City of Vancouver or regulations permitted to be kept and retained on a like premises.

7. THAT they will not erect any sign or signs on the said property and if any sign should be erected with or without the consent of the Lessor the Lessees will indemnify and save harmless the Lessor from any cause of action whatsoever arising out of or from such signs falling or otherwise injuring any person, or the goods and chattels of others.

IT IS FURTHER AGREED that the Lessees take the said premises with the knowledge that the machinery, equipment and furnishings are the property of certain Japanese and that any action taken by the Custodian of Alien Property, which interferes with the right to use the said goods and chattels shall not be deemed to be a default in any covenant of the Lessor, and if the Lessees are unable to carry on the business of dry cleaners in the said establishment by reason of any act or thing done by such Alien Custodian, or any person under his direction, then the term hereby agreed shall automatically be ended, and all matters and things, including the rent and moneys in the hands of the Lessor shall be adjusted and

accounts settled as between the parties, and any moneys due or owing from one to the other shall be paid.

Any notice required to be given under this Indenture may be mailed at Vancouver under prepaid registered postage, addressed to the Lessor at 1985 West 14th Avenue, City of Vancouver, B.C., and to the Lessees at 2046 West 4th Avenue, City of Vancouver, B.C. and shall be deemed to have received on the day following that on which it has been mailed.

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

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

SUBJECT as herein provided, the Lessor covenants with the Lessees for quiet enjoyment.

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

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

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

SIGNED SEALED & DELIVERED
by the said Lessor in the
presence of

"Chas. J. White"

SIGNED SEALED & DELIVERED
by the said Lessees in the
presence of:

"Chas. J. White"

"A. K. Shone"

"Rosel Shone"

"Daniel Hicks"

COPY

REPORT OF CHARLES BARRETT-LENNARD,

Chartered Accountant, 502 Randall Building,
Vancouver, B.C. on the affairs of Shotaro
YAMAKAMI, April 21, 1942.

Attention Mr. C. L. Drenth.

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

Dear Sir: Re: Interest of Shotaro YAMAKAMI - No. 11598
 in Victor Wholesale Cleaners - 2046 West
 4th Avenue, Vancouver, B.C.

This is supplementary to the Principle report on
Shotaro Yamakami - No. 11598.

1. Location and Nature of Business. Wholesale Cleaning and
Pressing establishment at 2046 West 4th Avenue, Vancouver, B.C.

2. Ownership. Shotaro YAMAKAMI and Genkyu IWAMA, each holding
one-half interest.

3. Financial Position. Pressing and cleaning machinery and
equipment, as per Inventory marked Schedule "A".

Cost (October 20, 1941) \$ 3,500.00

Less Balance Owing on
Condition Sales Agreement 1,124.18

Net Book Value \$ 2,375.82

4. Insurance. \$2,000.00 fire insurance on the equipment with
the Ocean Accident & Guarantee Corporation for three years expiring 27th
March, 1945.

5. Contracts. The Landlord, Daniel Hicks, 1985 West 14th Avenue,
holds a conditional Sale Agreement of \$1,124.18 on the machinery and
equipment, as per Inventory marked Schedule "A". Interest and payments
of principal thereon have been waived until cessation of war between
Canada and Japan and three months thereafter. This Agreement was entered
into on March 19th, 1942, and gives the Landlord possession and right to lease.

Daniel Hicks has leased the machinery, equipment, and premises
to August K. Shone and Rosel Shone 1284 Nelson St., Vancouver, B.C. for
a term of two years commencing 1st April, 1942, at a monthly rental of Sixty-
Five (\$65.00) Dollars. D. Hicks being the landlord, it means that he is
receiving the \$65.00 to cover rent and insurance of equipment.

6. Prospects of continued operations. There is every prospect for
the continued operation of the business.

7. Recommendations. From available evidence, it appears that the
existing arrangement should be continued.

8. Remarks. This business, including machinery and equipment was originally purchased from M. Wener, Vancouver, B.C., by the declarant and Yoneyuki WATANABE on the 20th of October, 1941 for \$3,500.00 under a Conditional Sale Agreement. On 20th March, 1942, \$1,079.18 was owing on this debt, and \$45.00 to the Landlord, Daniel Hicks. Daniel Hicks paid M. Wener the \$1,079.18 and acquired title to the machinery and equipment, and then leased to A.K. and R. Shone.

On March 9th, 1942, Yoneyuki WATANABE assigned his interest to the declarant and he in turn assigned an undivided one-half interest to Genkyu IWAMA. As the machinery and equipment was purchased on the 20th of October, 1941, for \$3,500.00, the declarant's interest is worth, in my opinion, no more than \$2,000.00 at the most, although he sets an \$8,000.00 valuation on his share, according to Form "JP".

Reported by

(Signed) C. Barrett-Lennard

CHARTERED ACCOUNTANT

WHITE & MCFARLANE
Barristers, Solicitors, etc.

COPY

April 9, 1942.

Ocean Accident & Guarantee Co.
Royal Trust Building,
Vancouver, B.C.

Attention Mr. Voxsey

Dear Sirs:

re 2046 West 4th Avenue

The insurance, which Mr. Hicks is seeking is on the equipment and fixtures in the above premises.

These chattels were owned by Mr. Werner and were sold under a Conditional Sale Agreement to Shotaro Yamakami and Yoneyuki Watanabe. Various assignments have been given and the present purchasers are Yamakami and Genkyu Iwama. That agreement provided that the title and ownership of the chattels were to remain in Werner until the full purchase price had been paid. Werner by Assignment, dated March 19th, 1942, assigned his Vendor's interest in the chattels to Mr. Daniel Hicks. The result is that the title and ownership of the chattels are vested in Mr. Daniel Hicks, subject to the right of Yamakami and Iwama to complete the purchase and obtain title.

It is the interest of Mr. Hicks in these chattels that it is intended shall be insured, and in our opinion the proper method of handling the insurance would be to write two policies, one for \$1200.00 insuring Mr. Hicks' interest as a Vendor in the same manner as a Mortgagee could insure for his own special benefit under a mortgage, and in that policy no portion of the loss would be payable to the Purchasers. Mr. Hicks has agreed to carry \$2000.00 insurance and it is highly probable that certain other equipment will have to be put in, in addition to or in substitution for some of the equipment, which is there now, and this would entail the writing of another policy for \$800.00 wherein Mr. Hicks would be described as the owner of the chattels, which he is, subject to an agreement for sale to the two Japs, with the loss payable as his interest appears.

There is a difference in the conveyancing relative to chattels and that relative to land. On a sale of land with buildings in so far as the Vendor is concerned it ceased to be real estate and become personal property consisting of the unpaid balance of the purchase price due to the Vendor. As to the purchasers it is real estate, subject to a certain charge by the Vendor to secure the balance of the purchase price. In chattels under a Conditional Sale agreement the title and ownership do not pass to the purchasers and they do not become the owners of the chattels until the full payment is made.

If the suggestion above made is carried out it will constitute a full disclosure of the true condition of the title and chattels, the larger policy being payable to Mr. Hicks without reference to the Japs at all, and the second would be in whole or in part absolutely to Mr. Hicks, depending upon the further equipment which he may put in, and the residue, if any, would be payable to the Japs.

Yours truly,

WHITE & MCFARLANE
PER: Chas. J. White.

CJW/MVM

Woodworth & Woodworth Ltd.

BOND \$2,500.00

J. S. WOODWORTH

406-7-8 RANDALL BUILDING

535 WEST GEORGIA STREET
VANCOUVER, B. C.

CA

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

JUN 6 1942

June 6, 1942.

Department of Secretary of State,
506 Royal Bank Building,
City.

Dear Sirs:

We would like to file with you an account against Genkiu Iwama, formerly working for the Kitsilano Cleaners and Dressmakers Shop, 2218 West 4th Avenue, Vancouver, B. C.

This account is in the sum of \$145.20, being a balance due Dr. D. E. H. Cleveland of this city for professional services rendered from April 27th to May 22, 1940, the last payment having been received on March 23, 1942.

Yours truly,

WOODWORTH & WOODWORTH LTD.

BY: *J. S. Woodworth*

JSW:PB

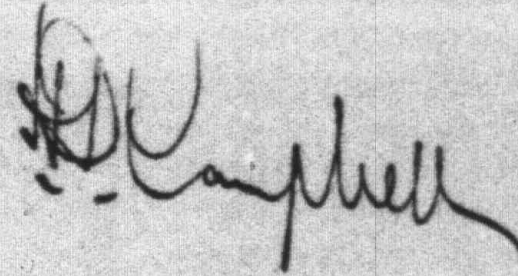
RE - IWAMA, Genkyu

YOUR FILE NO. 10001

258 Powell Street, Vancouver, B.C.

- 07127

1. After a considerable amount of investigating in this case, which is apparently quite involved, I find that the partner of this declarant made a declaration covering his partial ownership of the dry cleaning establishment at 2046 W.4th Avenue considerably before Iwama's declaration was made.
2. The name of the partner is Shotara Yamakami, Registration Number 11598.
3. The declaration of Yamakami was handed to Mr. Barrett-Lennard by your office, File No. being 1933.
4. After contacting Mr. Barrett-Lennard and discussing the situation with him I feel that the expense of my carrying on a separate investigation would be unwarranted as it would simply be a duplication of what has been done by Barrett-Lennard in connection with the partner. In my opinion a copy of their report in connection with Yamakami would cover this file adequately. I am therefore enclosing my file in connection with this case, and am enclosing my account for my investigation services.



June 9th, 1942.

Encls.

File 790

July 15, 1942.

MEMORANDUM TO MR. ALEXANDER.

Re: P/W A-51, IWAMA, Genekyu.

The above Japanese was carried in your files under No. 10001, but has now been transferred to the Enemy Section of the office, due to his internment.

I note that he has a half interest in a dry cleaning establishment at 2046 West 4th Avenue, Vancouver, B.C., and that his partner is Mr. S. Y. Sakami who is carried on your files under No. 1338.

It would be much appreciated if you could let me have a Memorandum covering any action that has been taken in this connection.

FC:VJ

Mr. G. Smith

790

501 Royal Bank Bldg.,
Vancouver, B. C.
July 24th, 1942

Camp Commandant,
Angler Internment Camp,
Angler, Ontario

Dear Sir:

Re: #/W A-31, IWAMA, Genkyu

In reviewing this file, we find that the above named is co-partner in a dry cleaning establishment carried on at 2145 West 4th Avenue, and according to the "I.P." form, a cleaning and pressing machine, etc. are valued at \$14,000.00. A report has been made indicating that this amount is excessive but we note that he obtained his half interest from Mr. Shotaro Yamakami.

Will you be good enough to have the above mentioned paraded and ask him how much he paid for the half interest. Further, the evidence on the file indicates that Isidore Hicks holds a Conditional Sale Agreement on the machinery and equipment, which gives him possession and the right to lease. The landlord has made use of this right under the Agreement to lease the machinery, equipment and the premises to Messrs. A. K. & R. Shone for a period of two years commencing 1st April, 1942, at a monthly rental of \$65.00. We also have a copy of a letter addressed to the Canada Permanent Trust Co. relative to the use of this equipment now leased by A. K. Shone and Mrs. F. Shone.

Will you be good enough to question this man also as to whether he had knowledge of all this and if he approved of the arrangement entered into. We desire to obtain from him as complete a statement as possible as this will be helpful to us if it is decided to question the arrangements that have been made.

Yours truly,

K. W. WRIGHT

For the Authorized Deputy of the Secretary
of State and/or Custodian

KWW/CH

Ref: 101-P- 51

DEPARTMENT OF NATIONAL DEFENCE
-Army-

Internment Camp,
ANGLER, Ontario,
28th July, 1942.

To:- Authorized Deputy Custodian
of the Secretary of State,
501 Royal Bank Bldg.,
VANCOUVER, B.C.

Rec'd	AUG 3 1942
File No.	
Ans.	
Referred	

Re: P/W A-51. IWAMA, Genkyu .

Reference your letter file 790 dated July 24th,
regarding the above m/n P/W.

- para. 1 Yes, with the exception that the m/n P/W has a
one-third interest in this cleaning and pressing
machine, not a half interest as shown.
- para. 2 IWAMA paid \$4,500.00 for his one-third interest.
He further admits that Daniel Hicks has a Condition-
al sale agreement on the machine & equipment. The
remainder of this paragraph he has no knowledge of.
- para. 3 P/W IWAMA has no knowledge of any arrangement of
lease from Hicks to the Shones.

W.J.H. Ellwood
(W.J.H. Ellwood) Lieut-Colonel,
Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

CVD/CAR

COPY TO: C.I.O., Ottawa.

Aug. 20, 1942.

File #790.

MEMORANDUM.

To: Mr. K. W. WRIGHT.

From: Mr. GAVIN C. MOUT.

Re: P/W A-51, IWAMA, Genkyu.

I have this morning visited the establishment of the Victor Wholesale Cleaners at 2046 W. 4th Ave., City. This business is now run under the name of 'Aristocrat Wholesale Cleaners' and the present operators are H. Dowbiggin and J. Sinkin. Mr. Dowbiggin states that they sub-letted from A. K. and R. Shone for the sum of \$65.00 per month and have the knowledge and approval of the landlord Mr. Hicks.

I am of the opinion that the rent might well be on the basis of approximately \$40 to \$45 per month for the building and \$20 to \$25 per month for the machinery and equipment. Certainly there should be some equity in it for the account of the above mentioned Internee.

Messrs. Dowbiggin and Sinkin stated they would be willing to purchase the machinery and equipment if it were for sale and when I pressed them for a price they stated that they would give \$2650.00 cash. This seems a low figure and is probably only a feeler.

I also went to 706 W. Broadway where I found and interviewed S. YAMAKAMI who was co-partner with the above mentioned Internee in the Victor Cleaners equipment. Yamakami did not appear to be very anxious to give information. He stated that he had made a report to a 'Mr. Young' of the Custodian Office and indicated that he did not want to make any more statements for the reason that they (the statements) might differ from the statements already made.

I asked him if Iwama had paid \$4500.00 for his (Iwama's) share and he indicated that this was an absurd exaggeration of Iwama's interest but would not tell me how much cash Iwama had put into the business.

I contacted a Mr. Wener of the Snowflake Cleaners from whom Yamakami had purchased the machinery and equipment of the Victor Cleaners. He informed me that he had sold the entire equipment to Yamakami and another Japanese for the sum of \$3500.00 on terms. I perused Mr. Barrett-Leonard's report shown on the file and agree with the valuation shown as regards the pressing and cleaning machinery. It should be pointed out however, that this class of machinery is not now available and for this reason might be held more valuable by the owners.

copy
1933/1

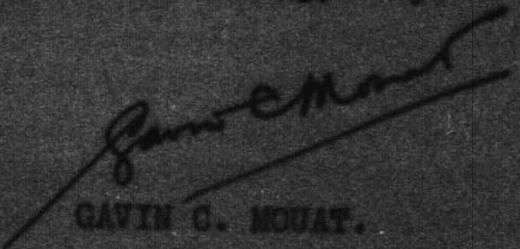
Rec'd	AUG 20 1942
File No.	
Ans.	
Referred	

To: Mr. K. W. WRIGHT (continued)

Aug. 20, 1942.

I endeavored to see the landlord, Mr. Hicks, but unfortunately he was away on a trip to Montreal and will not be back until some time late in September.

In making further inquiries elsewhere I learned that the Shones had entered into an agreement to take over Yamakuni's business at 706 Broadway and was further informed that 'MR. A. K. SHONE WHOSE ADDRESS APPEARS TO BE 1284 NELSON STREET, CITY, IS OF GERMAN NATIONALITY AND WAS AN OFFICER IN THE GERMAN ARMY DURING THE WAR 1914-1918. I AM ALSO INFORMED THAT SHONE HAS BEEN PASSING HIMSELF OFF AS OF SWISS OR FRENCH NATIONALITY.' In support of this I am able to quote Mr. Barrett-Leonard, Chartered Accountant, 502 Randall Building, City.


GAVIN C. MOUAT.

GCM:as

REVIEWED AS OF 29-12-42

P/W A-51 IWAMA, Genkyu (Drycleaner in partnership
with Shotara Yamakami)

29-12-42---Ledger balance-----Nil

Debts.

B. C. Electric Co. Ltd.	\$ 1.99	<i>withdrawn</i>
Dr. Uchida	\$ 80.00	<i>withdrawn</i>
Woodworth & Woodworth Ltd., (Dr. E.H. Cleveland)	\$145.20	<i>FA 1-2-45</i>
Vancouver General Hospital	\$ 43.40	<i>PL 7-2-45</i>
David Neon Limited	\$180.00	<i>(C)</i>
	<u>\$450.59</u>	

Fees.

Harold D. Campbell (paid)-----\$5.00
(Portion of G. C. Mouat expenses of \$12.70)

Future Disposition

Nothing to be done as landlord D. Hicks has right to lease
the machinery which he has done. There is no revenue for
Internee.

December 29, 1942.

790

Camp Commandant,
Internment Camp,
Angler, Ontario.

Dear Sir: Re: P/W A-51 IWAKA, Genekyu

Will you kindly parade the above and inform him
that the following debts are outstanding in his
name.

Dr. Uchida-----	\$80.00
Woodworth & Woodworth (Dr. D.E.H. Cleveland) -----	\$145.20
Vancouver General Hospital-----	\$ 43.40
David Noon Limited-----	\$180.00
B. C. Electric Co. Ltd.-----	\$ 1.99

\$450.59

We have no funds on hand to liquidate these debts,
and we would like to have an expression of opinion
from the internee as to how they should be met.

Yours truly,

K. B. WRIGHT.
Counsel to the Custodian.

WGB/MFP

See letter to A.M. Ltd.

Rec'd	JAN 8 1943
File No.	
Quote	101-P-51
Entered	

DEPARTMENT OF NATIONAL DEFENCE
ARMY

Internment Camp,
Angler, Ontario.
4th January, 1943.

To: - Authorized Deputy Custodian,
912 Royal Bank Bldg.,
Vancouver, B.C.

Re: P/W A-51, IWAMA, Genekyu.

dated December 29th Receipt is acknowledged of your letter file 790
regarding m/n.

2. Copy of your letter has been shown to the above
internee and he confirms the first three debts, however he states
that David Neen Ltd., account has been fully settled through his
Attorney, who has an office at Yorkshire Building, Vancouver, B.C. but
whose name he cannot remember. - As regards the account from the
B.C. Electric Co. Ltd he states that the Chinaman who bought the business
from him, should pay this according to the agreement at the time of sale
of his business in May 1942. Finally, he states that he has no funds
to meet these debts, so he cannot do anything about paying for them.

for. *J. M. Kippen* Captain,
(E.D.B. Kippen) Lieut- Colonel.
Commandant,
Angler Internment Camp,
Veterans Guard of Canada.

CAR

COPY TO: C.I.O., Ottawa.

BRITISH COLUMBIA ELECTRIC RAILWAY CO., LTD.

HASTINGS AND CARRALL STREETS

VANCOUVER, B.C.

January 22, 1943

File #76001

CUSTOMERS
ACCOUNTING
DEPARTMENT

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

JAN 23 1943	
FILED	
RECORDED	
INDEXED	✓

Attention: K. W. Wright
Counsel to the Custodian

Re: Your File #790
P/W A-51 IWAMA, Genkyu
2218 West 4th. Ave. - \$1.99

Gentlemen:

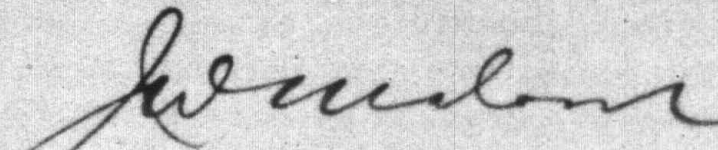
I thank you for your letter dated January 13th in connection with the above amount due by G. Iwama.

Following receipt of your letter, our representative interviewed James Wong, Chinese, who purchased the business from G. Iwama. James Wong's statement is as follows:--

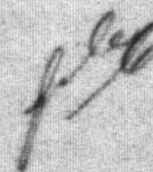
"Says store was vacant when he rented from Mr. McLorg, lawyer. Had no dealings with Japanese and bought nothing."

The above information is for your files. We have written the amount off to our Bad and Doubtful account.

Yours truly



J. W. Malone, Manager
Customers' Accounting Dept.

 JWM/BJ

THE VANCOUVER GENERAL HOSPITAL
VANCOUVER, B. C.

IN ACCOUNT WITH

F. G. Iwama,

2218 W. 4th. Ave., City

Int. 790

Rec'd	JAN 5 1943
File No.	
Ans.	
Referred	

PLEASE QUOTE

No. D97124

June 9/40. Re. Mrs. Genkiyu Iwama

Account rendered

\$43.40

Dr. M. Uchida.

Age 41 yrs.

Husband, Dressmaker.

TV CLINIC SECTION	
Rec'd	DEC 28 1942
File No.	
Ans.	
Referred	

PLEASE ADDRESS YOUR REPLY TO
THE SECRETARY
VANCOUVER GENERAL HOSPITAL

(2)

MEMORANDUM FOR FILE 1911

April 6, 1943.

Re: Shotaro YAMAKAMI, #11596
2046 West 4th Avenue.

In connection with our letter to him of the 30th of March, Mr. Hicks, who owns the above premises, left with us the following documents, of which we are taking copies and will return to Mr. Hicks the three Agreements in question:

(1) Agreement between M. Wener and S. Yamakami and Y. Watanabe covering the sale of the original laundry machinery and equipment. The amount involved was \$3500.00, of which \$2300.00 was paid in cash, and the balance of \$1200.00 on Mortgage with Interest on unpaid balance at 7%.

(2) Agreement between M. Wener and Daniel Hicks, whereby the latter took over the Mortgage of the Japanese, viz., \$1079.18.

(3) Agreement between Daniel Hicks and Mr. and Mrs. Shone, whereby the former leased the dry cleaning equipment and machinery of the above premises to the Shones for the sum of \$65.00 per month.

Mr. Hicks left with us a copy of the Agreement made between himself and the above Japanese, whereby Mr. Hicks is given the right to lease the machinery and equipment for \$15.00 per month, which together with the rental of the premises at \$50.00 per month, makes a total of \$65.00 per month for the equipment and building. The understanding is that the \$15.00 per month represents Interest at 7% on the Mortgage outstanding (taken over by Mr. Hicks), viz., \$1124.18 (made up of \$1079.18, balance of Mortgage plus \$45.00 for rent that was outstanding) - it would also cover insurance and minor items of repair.

Mr. Hicks made it clear that neither he nor the Shones are paying anything out in connection with this matter to the Japanese, who was satisfied to let Mr. Hicks more or less take over the equipment in trust, and so long as Interest on the Mortgage was paid and the insurance attended to, Yamakami did not expect to get anything further out of it. Apparently his view was that it would be better to rent the equipment on the lines indicated and have the premises rented also rather than remove the equipment which is old and sell same. Mr. Hicks of course preferred this arrangement, as he was able to continue renting his premises.

P. Douet

PD/BT

COPY

MEMORANDUM

File No: 11735
13041
1933

July 5th, 1944.

To Mr. Douet

From: Mr. Green

Re: Victory Cleaners

Further to our conversation yesterday, I am sending you herewith a copy of this memorandum for putting on file 1933.

S. Murata, file 11735, formerly operator of the Home Cleaners, 2379 Burrard Street, registered an investment of \$500.00 in the cleaning machinery valued at \$5000.00 owned by the Victory Cleaners at 2000 block West 4th Avenue. Reference to the Directory shows these cleaners as being operated by Mrs. Seisuke Okazaki, file 13041. Her file merely stated that she was a cleaner and presser and I therefore asked Mr. Spain to investigate. His memorandum appears on both files under date of June 19th.

Copy of this memorandum on file 1933, Shotaro Yamakashi, will serve as a warning that further enquiries should be made before distributing any proceeds of liquidation of the machinery at 2000 block 4th Avenue.

HFG:IF

COPY

WHITE & McFARLANE

Barristers, Solicitors, Etc.

Bank of Nova Scotia Bldg.,
602 W Hastings,
Vancouver, B.C.

Jan. 3, 1945.

Mr. K.W. Wright,
Legal Counsel for the Custodian
of Alien Property,
Royal Bank Chambers,
Hastings & Granville Sts.,
Vancouver, B.C.

Dear Sir:

I have drafted a release from Mr. Daniel Hicks
along the lines somewhat discussed with you. After perusal, if
it is in order, I will have Mr. Hicks sign it.

If possible, there should be a release or some
intimation from you, as Counsel, to the effect that the right of
the two Japanese, Shotaro Yamakami and Genkyu Iama, to this six months'
notice should be waived. Their interest in the equipment of course
is ended but it is conceivable that they might have some right to
continue the tenancy and this right should be abrogated in the
general proceeding.

Yours truly,

"Chas J. White"

CJW/MVM
encl.

1933 Bv. & 790 Int.

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

509 Royal Bank Building,
Vancouver, B.C.,
5th January, 1945.

Dear Sirs:

Re: Shotaro Yamakami and Genkyu Iwama

We have your communication of 3rd instant enclosing draft release and note your suggestion that there should be a release of the right of the two Japanese to possession.

It might be best to embody a clause dealing with this matter and we suggest that on Page 1 pencil marked A, the following be inserted:

AND WHEREAS Shotaro Yamakami and Genkyu Iwama are persons of the Japanese race and their interest in the said agreement have vested in the Secretary of State acting in his capacity as Custodian pursuant to the provisions of Order-in-Council P.C. 1665 dated the 4th day of March, 1942 and the amendments thereto, and the applicable provisions of the Revised Regulations Respecting Trading with the Enemy (1943)

On the same page pencil marked B you might insert the following clause:

AND WHEREAS it has been agreed that the Custodian will release the said Daniel Hicks from all covenants and conditions in the said agreement in respect to possession.

Finally, on Page 2 pencil marked C:

NOW THEREFORE this indenture witnesseth the Secretary of State acting as Custodian by his duly authorized Deputy hereby releases the said Daniel Hicks from all covenants and conditions in the said agreement in respect to possession.

page 2

The document should be drawn in quadruplicate and signed by Mr. Nicks and forwarded here for execution by Frank G. Shears, Authorized Deputy.

Yours truly,

K.W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/LG
Encl.

1933 Evacuee
790 Esney

509 Royal Bank Bldg.,
Vancouver, B.C.,
5th January, 1945.

G.W. McPherson, Esq.,
Executive Assistant to the
Secretary of State of Canada,
Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario.

Dear Mr. McPherson:

Re: Shotaro Yamakami & Genkyu Iwama and
Cleaning & Pressing Equipment

The above assets were advertised for sale by
tender on November 30th, 1944 but no bids were received in response
to our advertisement. We now have offer of \$2,100.00 from Aristocrat
Wholesale Cleaners, together with their certified cheque for this
amount and would recommend acceptance of this offer.

Messrs. Thompson & Company have placed a val-
uation of \$2,017.25 on these chattels and sale at \$2,100.00 was
recommended by the Advisory Committee on 30th December, 1944.

Bill of Sale, in quadruplicate, has been signed
by James Simkin, Manager of Aristocrat Wholesale Cleaners the Grantee,
and is forwarded herewith for signature of the Assistant Deputy
Custodian.

Your attention to this matter will be very much
appreciated.

Yours truly,

K.F. WRIGHT
COUNSEL TO THE CUSTODIAN

KFW/DG
Encls.

THIS INSTRUMENT made in duplicate the ^{duplicate} ~~10th~~ day of January, in the year of our Lord one thousand nine hundred and forty-five.

BETWEEN:

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 "GRANTOR")

OF THE ONE PART:

AND:

HARRY DOWNING and JAMES SIMKIN, of the City of
Vancouver, in the Province of Columbia, carrying
on business under the firm name and style of
Aristocrat Wholesale Cleaners

(Hereinafter called the "GRANTEE")

OF THE OTHER PART:

WHEREAS SHOTARO YAMAKAMI, Police Registration No. 11596, and
GENKYU IWAMA, Police Registration No. 07127, formerly carried on business
as Victor Wholesale Cleaners, 2046 West 4th Avenue, in the City of Vancouver,
in the Province of British Columbia;

AND WHEREAS the said SHOTARO YAMAKAMI, 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 it appears that the said GENKYU IWAMA as above referred
to is a person of the Japanese race and has been detained under the Defence
of Canada Regulations since May 29, 1942, and such detention still continues;

AND WHEREAS the said GENKYU IWAMA is, therefore, an enemy within
the meaning of the Revised Regulations Respecting Trading With The Enemy (1943),
and his interest, if any, in the said chattels has, therefore, vested in the
Secretary of State of Canada acting in his capacity as Custodian under and by
virtue of the said Revised Regulations Respecting Trading With The Enemy (1943);

AND WHEREAS the Grantor under and by virtue of Order in Council
Number P.C. 1663 of 1942 and amendments thereto 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 SHOTARO YAMAKAMI in the

said goods and chattels for the sum of Two Thousand One Hundred (\$2,100.00) Dollars, such sale to be executed by a Bill of Sale to the Grantee herein;

WITNESSETH that in consideration of the premises and of the said sum of Two Thousand One Hundred (\$2,100.00) Dollars of lawful money of Canada paid by the Grantee to the Grantor at or before the sealing or delivery of these presents (the receipt whereof is hereby acknowledged) the Grantor hath bargained, sold, assigned, transferred and set over and by these presents doth bargain, sell, assign, transfer and set over unto the Grantee, their respective executors, administrators and assigns, all those goods and chattels hereinafter set forth, described and enumerated as follows:

- 1 Large Steam Boiler
- 1 Oil Burner
- 1 Oil Tank
- 1 Galvanised Tank, 100 Gallons
- 1 Tumbler, Serial No. 2754
- 1 Large Washer, Serial No. 2753
- 1 Small Washer, Serial No. 2752
- 1 D.C. Extractor
- 1 Buzzer Filter
- 1 Vacuum Still
- 1 Small Vise
- 1 Pump
- 1 250 Gallon Tank
- Shafting and Pulleys
- Belting
- Piping
- 1 7½ H.P. Electric Motor (Britannia)
- Wash Tube - Firing and ½ H.P. Motor and
- Air Suction Fan
- 1 Sleeve Board
- 3 Home made Chairs
- Clothes Rack Pipes
- 1 Wall Case
- 1 Shipping Table
- 1 Table
- 1 Small Counter
- 2 Small Tables
- 1 Safe (Goldie McCulloch)
- 1 Pressing Board
- 2 Spotting Boards (glass tops)
- 3 Shades
- 1 Oil Drum Home Made Stove
- Shelving
- 2 Clothes Carriages
- 1 Water Pump
- 3 Steam Traps
- 1 Cuff Brush Machine
- Pipes and Valves
- 1 Dry Room
- 1 Hoffman Steam Press / XC 55-5256
- 1 Steam Electric Fan Iron JS
- 1 Caustic Tank
- 1 Smoke Stack

all of which goods and chattels are now in the possession of the Grantee and are situate, lying and being at 2046 West 4th Avenue, in the City of Vancouver, in the Province of British Columbia, and all the right, title and interest, property claim and demand whatsoever both at law and in equity or otherwise howsoever of me the 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 their sole and only use forever;

PROVIDED that any covenants express or implied on the part of the Grantor are excluded.

The Grantor does not guarantee or warrant and has not made any representation whatsoever to the Grantee as to the quantity, quality, character and condition of the said goods and chattels and the Grantee acknowledges that they have purchased the said goods and chattels after personal inspection thereof and their own investigation without any representation or warranty whatsoever of the Grantor;

AND the Grantee further acknowledges that they have received and accepted delivery of all of the said goods and chattels from the Grantor.

IN WITNESS WHEREOF the said Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943) has executed these presents by his Assistant Deputy and the Grantee has hereunto set their hand and seal on the day and year first above written.

SIGNED, SEALED and DELIVERED

in the presence of *Thurmond*
Deputy Secretary of State
Ottawa
as to signature of Assistant
Deputy Custodian

P. C. Messenger
as to signature of Aristocrat
Wholesale Cleaners

A. Mathison
Assistant Deputy Custodian

Aristocrat Wholesale Cleaners
J. Simkins
Grantee

This is the paper-writing marked with the letter "A" referred to in the Affidavit of the witness *A. Barnell*

SWORN before me this *10th* day of *January* A.D. 1945

G. H. Beckett
A Notary Public in and for the
Province of Ontario

AFFIDAVIT OF WITNESS

PROVINCE OF ONTARIO) I, *James Carroll*
TO WIT:) of the City of Ottawa, in the Province of Ontario,

MAKE OATH AND SAY AS FOLLOWS:

1. That the paper-writing hereunto annexed, and marked "A" is 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 Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943).

2. That the said Bill of Sale was made and given by the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada on the *10th* day of *January*, 1945.

3. That I was present and did see the said Albert Honore Mathieu, Assistant Deputy of the Secretary of State of Canada in the said Bill of Sale mentioned and whose name is signed thereto sign and execute the same on the said *10th* day of *January*, 1945.

4. That the said Albert Honore Mathieu at the time of making and giving the said Bill of Sale, resided and still resides at *15 Arthur St.* in the City of Ottawa, in the Province of Ontario and then was and still is the Assistant Deputy of the Secretary of State of Canada.

5. That the name *J. Carroll* 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 *24 Woodlawn* and am a *Secretary*

SUBSCRIBED TO AND SWORN before me)
this *11th* day of *January*)
1945, at the City of Ottawa, in)
the Province of Ontario.)

J. Carroll

G. G. Buhert
A Notary Public in and for the
Province of Ontario

PROVINCE OF BRITISH COLUMBIA)

AFFIDAVIT OF BONA FIDES

TO WIT:

) "Bills of Sale Act"

I, JAMES SINKIN, Manager of the Aristocrat Wholesale Cleaners, in the City of Vancouver, in the Province of British Columbia, the Grantee in the foregoing Bill of Sale, make oath and say:

1. That the Assignment therein made is bona fide for valuable consideration namely the consideration of the sum of Two Thousand One Hundred (\$2,100.00) Dollars and that the consideration is duly set forth in the said Bill of Sale; and it is not for the purpose of enabling the Grantee, Aristocrat Wholesale Cleaners to hold the goods and chattels mentioned therein as against the creditors of the Grantor, The Honourable The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading With The Enemy (1943); and that said Bill of Sale is not given for the purpose of protecting the goods and chattels mentioned therein against the creditors of the Grantor or of preventing such creditors 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 4th)
day of January 1945.)
[Signature])
A Notary Public in and for the)
Province of British Columbia)

[Signature]

WHITE & MCFARLANE
BARRISTERS, SOLICITORS, ETC.

G. J. WHITE

M. M. MCFARLANE

TELEPHONE: PACIFIC 5035
CABLE ADDRESS: "SAMAC"

BANK OF NOVA SCOTIA BLDG.
602 HASTINGS STREET WEST

ENEMY SECTION	
Rec'd	JAN 11 1945
File No.	
Ans'd	
Refer'd	

VANCOUVER, B. C.
CANADA

Jan. 10, 1945.

Mr. K. W. Wright,
Custodian's Office,
509 Royal Bank Building,
Vancouver, B.C.

Your file 1933 Bv. & 790 Int.

Dear Sir: re S. Yamakami and G. Iwama and Hicks

We have incorporated the paragraphs as set out in your letter to us of January 5th., had the document signed by Mr. Hicks and now enclose four copies herewith, with the understanding that we will in due course receive on behalf of Mr. Hicks your cheque in the sum of \$1124.18, and some reasonable fee for ourselves for preparing this agreement.

Yours truly,

WHITE & MCFARLANE

Per

Chas. J. White

1933 (Evac)
790 (Int)
Legal Department

509 Royal Bank Building,
Vancouver, B. C.
January 11th, 1945

Messrs. White & McFarlane,
Barristers and Solicitors,
602 West Hastings Street,
Vancouver, B. C.

Re: Shotaro YAMAKAMI, Genkyu IWAMA
and Daniel Hicks

Dear Sirs:

We have for acknowledgment your communication of the 10th instant, and wish to advise that Bill of Sale, in favour of the Aristocrat Wholesale Cleaners, has been forwarded to Ottawa with our recommendation for acceptance.

Provided our recommendation is acted upon, a cheque will be forwarded to you on behalf of Mr. Hicks, together with a cheque covering your fees in this connection.

If this sale is not approved by the Custodian, the documents submitted by you will be returned.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF

790 (Int)
1933 (Evac)
Legal Department

509 Royal Bank Building,
Vancouver, B. C.
January 16th, 1945

Messrs. H. D. Campbell,
510 West Hastings Street,
Vancouver, B. C.

Attention: Mr. Messenger

Re: Cleaning and Pressing Equipment
2046 West 4th Avenue, Vancouver

Dear Sirs:

The Bill of Sale, in favour of Harry Dowbiggin and James Siakin, has now been returned by the Assistant Deputy Custodian, duly executed.

Our Mr. Cramer has been requested to file the Discharge of Conditional Sale Agreement.

A cheque has gone forward to Messrs. White & McFarlane, payable to Mr. Daniel Hicks, for the full amount of his claim.

As soon as the Discharge has been filed, we will hand you the Bill of sale, in duplicate, for filing.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF

Files Nos. 790 (Int)
1933 (Evac)

January 16th, 1945

MEMORANDUM

TO: THE ACCOUNTING DEPARTMENT

FROM: MR. K. W. WRIGHT

RE: Shotaro YAMAKAMI #11598 and
P/W A-51, IWAMA, Genkyu

Dry Cleaning Equipment and Fixtures owned by the above named and situate at 2046 West 4th Avenue, have been sold at a price of \$2,100.00, and the full amount of the purchase price has been received and is presently held in Properties Suspense Account.

Kindly credit this amount to: Shotaro YAMAKAMI \$ 1,050.00
P/W A-51, IWAMA, Genkyu \$ 1,050.00

KWW/JF

K. W. WRIGHT

Files Nos. 1933 (Evac)
790 (Int)

January 16th, 1945

MEMORANDUM

TO: MR. D. A. CRAMER

FROM: MR. K. W. WRIGHT

RE: Shotaro YAMAKAMI, Genkyu IWAMA
and Daniel Hicks

We attach hereto Discharge of Conditional Sale Agreement from Daniel Hicks to Shotaro YAMAKAMI and Genkyu IWAMA and would ask you to kindly file same.

KWW/JF
Attach.

K. W. WRIGHT

Files Nos. 1933 (Evac)
790 (Int)

January 16th, 1945

MEMORANDUM

TO THE FILES

Bill of Sale, in duplicate, in favour of Harry Dowbiggin and
James Simkin are held in safe-keeping.

/JF

D. GRAHAM

1933 & 790 (Int)
Legal Department

509 Royal Bank Building,
Vancouver, B. C.
January 16th, 1945

Messrs. White & McFarlane,
Barristers & Solicitors,
602 West Hastings Street,
Vancouver, B. C.

Re: Shotaro YAMAKAWA, Genkyu IWAMA
and Daniel Hicks

Dear Sirs:

With reference to your communication of the 10th instant we enclose herewith our cheque, amounting to \$1124.18, in favour of Mr. Daniel Hicks, being the balance owing under Conditional Sale Agreement dated October 20th, 1941.

Kindly acknowledge receipt of this remittance.

Yours truly,

K. F. WRIGHT
COUNSEL TO THE CUSTODIAN

KFW/JF
Encl.

P.S. Herewith, Release of Conditional Sale Agreement, executed by Mr. F.G. Shears, Authorized Deputy.

790
Legal Section

509 Royal Bank Building,
Vancouver, B.C.,
February 10th, 1945.

Vancouver, General Hospital,
Vancouver, B.C.

Dear Sirs:

Enclosed please find our cheque in your favour
amounting to \$43.40 in full payment of your claim against
Genekyu IWAMA. Kindly acknowledge receipt.

Yours truly

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/O'B
ENCL.

790
Legal Section

509 Royal Bank Building,
Vancouver, B.C.,
February 10th, 1945.

Woodworth & Woodworth,
535 West Georgia Street,
Vancouver, B.C.

Dear Sirs:

Enclosed please find our cheque amounting to \$145.20 in
favour of Dr. D.E.H. Cleveland and in full payment of his claim
against Genekyu IWAMA. Kindly acknowledge receipt.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/O'B
Encl.

COPY

11089 - 1933/1

March 15th, 1945.

Mr. Yoneyuki SATANABE,
Reg. No. 00098,
2714, Dorchester Street West,
Montreal, Que.

Dear Sir:

In September last we received a letter from Mrs. G.E. Lunn, Placement Officer, B.C. Security Commission, 275 Notre Dame West, Montreal, P.Q., in which mention was made that you had advised that you signed over your share of the Dry Cleaning business at 2046 W. 4th Avenue, Vancouver, to your partner Mr. Shotaro YAMAKAMI and that there was still owing to you about \$750.00.

We would like to know if this is a definite claim you make against the above as the Dry Cleaning equipment in question has been sold and the proceeds credited to Mr. Yamakami's account, after paying off to Mr. Hicks the balance of the mortgage due. There is no claim on our file by you against Mr. Yamakami, but if you wish to make a claim against him then you should give us full particulars and state the amount that you claim is due to you.

Should you wish to communicate with the above his address is as follows:

Mr. Shotaro YAMAKAMI,
Registration No. 11598,
House No. 206,
Roseberry, B.C.

Yours truly,

P. Doust,
Administration Department.

PD/ER
c.c. to Shotaro YAMAKAMI,

URGENT

COPY

House #206
Rosebery, B.C.,
April 4, 1945.

Mr. P. Douet,
The Custodian's Office,
Administration Department,
Vancouver, B.C.

Dear Sir:

Re: File 11089-1933/1

I have received your letter of March 15. In connection with the claim of Mr. Watanabe, I would say his investment in the cleaning plant on 4th Avenue is \$450.00. This is not the direct liability of the plant so he is not entitled to receive the full amount of his investment when the plant was sold for less than the whole investment. When I get the statement in detail I may be able to figure out what Mr. Watanabe's share is.

In the previous letter I asked you to send me \$90.00 per month, \$60.00 being insufficient. I was receiving maintenance of \$41.90 and my rental of \$12.00 and other necessities such as clothing and shoes for children were provided by the welfare department. Now all those maintenance are cut off. I cannot get along on \$60.00 per month so please increase it to \$90.00 per month.

Yours truly,

"S. Yamakami"
(signed)
Reg. #11598

COPY

1933/1 - 11089

April 25th, 1943.

Mr. Shotaro YAMAKAMI,
Reg. No. 11598,
Roseberry, B.C.

Dear Sir:

With reference to our letter of the 20th of April, we have now received a reply to one of our letters to Mr. Yoneyuki Watanabe who informs us that \$750.00 was the amount he contributed to the Dry Cleaning business at 2046 E. 4th Avenue, Vancouver, as a partner.

In order to make the matter clear to you and to Mr. Watanabe we give below details relating to the sale of this equipment. The whole of the equipment, based on an independent valuation, was sold for \$2050.00, as previously advised you. Of this amount \$1124.18 had to be paid to Mr. Daniel Hicks, this being the amount due him under the Agreement for Sale. Of the \$2050.00 the sum of \$1025.00 was credited to Genkyu Iwama, representing his one-half share of the proceeds and from the above amount \$562.09 was paid by him as his one-half share of the amount due to Mr. Hicks. A similar procedure was adopted with regard to your one-half interest.

In addition, advertising and legal charges in connection with this sale were \$38.00 and the independent appraisal of the equipment cost \$41.42. Half of these amounts have been debited to Mr. Iwama and half to you so that the net proceeds, so far as you are concerned, are as follows:

Your half-share of sale of equipment		\$1050.00
Less: Half amount due to D. Hicks	\$562.09	
Half cost advertising & legal fees	19.00	
Half cost of appraisal	20.71	601.80
		\$ 448.20

We are sending a copy of this letter to Mr. Watanabe, whose address is 156 Hillside Avenue, Westmount, Montreal, Quebec, and await your joint agreement as to the amount due to Mr. Watanabe.

We are afraid that no further funds can be forwarded to you from your account in the meantime.

Yours truly,

P. Douet,
Administration Department.

PD/ER
cc T Y. Watanabe.

ENEMY SECTION	
APR 25 1945	
Rec'd	
File No.	
Ans'd	
Refer'd	MR. Peers

MEMORANDUM

April 25th, 1945.

TO: Mr. K. W. Wright

FROM: Mr. Doust.

Re: Genkyu IWAMA - Int. File 790
and
Shotaro YAMAKAMI - Evac. 1933.

On going through the file and account relating to the Dry Cleaning equipment at 2046 W. 4th Avenue, Vancouver, owned by the above we find that there is one charge which has not been split fifty-fifty between these partners, namely:

Sept. 6/44 - Thompson & Co. appraisal
charge on equipment - \$ 41.42

The whole of this item was charged to Yamakami and it would be appreciated if you would have a cheque requisition made out for one-half of this amount, namely \$20.71, transferring this amount from Iwama's account to Yamakami's account.

All other charges, such as advertising and legal fees, have been correctly allocated.

PD/ER

[Signature]
P.D.

File No. 790

April 26, 1945.

MEMORANDUM

TO: ACCOUNTING DEPARTMENT

FROM: MR. K. W. WRIGHT

RE: P/W A-51. IWAMA, Genekyu

Attached please find our requisition transferring \$20.71 from the account of Genkyu IWAMA to Shotaro YAMAKAMI, Evacuee file #1933. This covers one-half of Thompson & Company's appraisal fee amounting to \$41.42, re Dry Cleaning Equipment at 2046 West 4th Avenue, which has been charged in full to Shotaro YAMAKAMI.

We also attach a requisition re investigation fees paid to H. D. Campbell amounting to \$5.00 which were disbursed from #3 account in a cheque under date of August 20th, 1943.

GHF/O'B
ATTACH.

K. W. WRIGHT

COPY

11979

June 27th, 1945.

Mr. Tatsuya OMOTO,
Reg. No. 07809,
KAMLOOPS, B.C.

Dear Sir:

We received recently from you a "JP" Declaration Form wherein you state you are in partnership with other Evacuees in the Victor Wholesale Cleaners & Dyers, and that your investment amounts to \$600.00.

This information, to say the least, is somewhat belated as according to our records we have written you five or six times requesting you to provide us with information such as you now give us, and we are quite at a loss to understand your lack of courtesy in not writing to us before. If you wish us to look into this matter, please provide us with fuller details regarding your interest in Victor Wholesale Cleaners & Dyers, so that we may make intelligent contact with Mr. S. Yamakami, to whom you now refer.

We rely on you to give us a prompt reply to this letter before taking any further action in the matter.

Yours truly,

PD/ER

P. Donet,
Administration Department.

1933/1
11089
Int. 790

August 7th, 1945.

Mr. Shotaro YAMAKAMI,
Reg. No. 11598,
Rosebery, B. C.

Dear Sir:-

We are in receipt of your letter of July 26th wherein you acknowledge our letter of July 5th although we would point out that we have been writing you continuously for months endeavoring to get some response from you in connection with the amount claimed by Mr. Watanabe in regard to the dry-cleaning equipment at 2046 W. 4th Avenue which was sold some little time back. We are surprised to learn that this plant was owned by more than fifteen persons and do not understand why you have not informed us of this when we advised you of the sale in January 1945. Your request that half of the proceeds of the sale of the equipment should be transferred from Mr. Iwama's account to your own is noted but in view of the copies of Agreements that we have on file relating to this equipment, we cannot acquiesce to your request without examining the whole matter exhaustively and obtaining more information from you.

Please, therefore, give us full particulars as to the fifteen persons or more whom you state are involved in this equipment, together with their respective interests which, of course, must include that of Mr. Iwama's. You state that you were entrusted by the shareholders to handle the whole affair for them. Please let us have original or copies of any documents relating to such an arrangement, also any other papers that would throw light on this somewhat obscure matter. All the above relates, of course, to the equipment at 2046 W. 4th Avenue formerly known as the Victor Wholesale Cleaners.

We are writing you separately regarding the equipment at 706 W. Broadway, Vancouver, which was in your name only.

Yours truly,

P. Douet
Administration Department

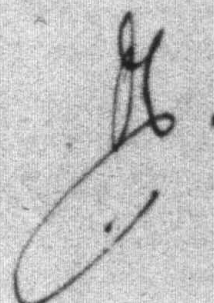
PD:IM

P.S. We note you state "Please do not bother with the claim

- 2 -

of Mr. Watanabe at present." We are afraid this is a matter we have got to bother about in view of Mr. Watanabe's persistent enquiries as to the amount he states he contributed to this dry-cleaning business. We would refer you to our early letters on this point and especially that of July 5th, 1945.

PD:IM



COPY

1933/1
11089
Int. 790

August 7th, 1945.

Mr. Shotaro YAMAKAMI,
Reg. No. 11598,
Rosebery, B.C.

Dear Sir:-

We are in receipt of your letter of July 28th wherein you acknowledge our letter of July 5th although we would point out that we have been writing you continuously for months endeavoring to get some response from you in connection with the amount claimed by Mr. Watanabe in regard to the dry-cleaning equipment at 2046 W. 4th Avenue which was sold some little time back. We are surprised to learn that this plant was owned by more than fifteen persons and do not understand why you have not informed us of this when we advised you of the sale in January, 1945. Your request that half of the proceeds of the sale of the equipment should be transferred from Mr. Iwama's account to your own is noted but in view of the copies of Agreements that we have on file relating to this equipment, we cannot acquiesce to your request without examining the whole matter exhaustively and obtaining more information from you.

Please, therefore, give us full particulars as to the fifteen persons or more whom you state are involved in this equipment, together with their respective interests which, of course, must include that of Mr. Iwama's. You state that you were entrusted by the shareholders to handle the whole affair for them. Please let us have originals or copies of any documents relating to such an arrangement, also any other papers that would throw light on this somewhat obscure matter. All the above relates, of course, to the equipment at 2046 W. 4th Avenue formerly known as the Victor Wholesale Cleaners.

We are writing you separately regarding the equipment at 706 W. Broadway, Vancouver, which was in your name only.

Yours truly,

P. Doust
Administration Department

PD/IM

P.S. We note you state "Please do not bother with the claim of Mr. Watanabe at present." We are afraid this is a matter we have got to bother about in view of Mr. Watanabe's persistent enquiries as to the amount he states he contributed to this dry-cleaning business. We would refer you to our early letters on this point and especially that of July 5th, 1945.

PD/IM

COPY

Rosebery, B.C.
August 8, 1945.

Mr. P. Doust,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:

I have received your letter of July 5th in connection with Dry Cleaning Plant at 2046 West Fourth Avenue, Vancouver.

This plant is owned by more than 15 persons, the amount of my investment being the largest. Although Mr. Iwama's name appears as owner along with me, his share is comparatively very small, so one-half of the proceeds should not be placed to his credit. I want it transferred back to my credit. I was entrusted by the shareholders to handle the whole affair, so kindly keep the whole thing intact under my name until the war is over.

It is impossible to divide and distribute the proceeds now. Please do not bother with the claim of Mr. WATANABE at present, and will you be sure to transfer back to my account what you have wrongfully placed to the credit of Mr. IWAMA's account.

Please note that the equipment at 706 West Broadway was solely owned by me, so this account should be kept in my name apart from the other. I should be much obliged if you could send me detailed account of the one at 706 West Broadway.

Yours truly,

S. YAMAKAMI
Ser. No. 1158

COPY

New Denver, B.C.,
August 8, 1945.

Mr. H. L. Brown, Office Manager, Vancouver, B.C.

Re: YAMAKAMI, Shotaro, Ser. No. 11598

We are in receipt of your memo dated August 3rd re the above-noted man, and this is to advise that Mr. Yamakami was interviewed this morning with regard to his Dry Cleaning business.

We attach herewith a copy of a letter sent to Mr. Doust, Custodian, on July 28th.

With regard to the property at 2046 Fourth Avenue West, Yamakami claims that this business is being run by Mr. Hicks, the owner of the building, and that there are 16 shareholders in all in the business. He has not received any monies from Mr. Hicks since leaving Vancouver.

With regard to the claim of Yoneyuki WATANABE, #00098, 156 Hillside Avenue, Westmount, Montreal, Yamakami claims that \$500.00 is not the right figure but the man had \$350.00 interest in the Dry Cleaning business.

His lawyers are Messrs. White & Grossman Holland, but Mr. Yamakami claims he has forgotten the address. When asked regarding the names of the other shareholders, Yamakami stated that the lawyers have the particulars.

Some of the shareholders were given receipts for money invested in the Firm but others just trusted Yamakami with the money.

This is all the information I am able to send along and trust that it will help. We do not think Mr. Yamakami is telling the whole truth and the information we did receive was given reluctantly. It would appear that he is quite anxious to have this business to go back to after the war is over.

"H. Bourns"

(Mrs.) H. Bourns
Welfare Manager.

WB/nm
Encl. 1

COPY

1931/1

August 25, 1945.

Attn: Mr. M. L. Brown

Department of Labour,
Japanese Division,
360 Homer Street,
Vancouver, B.C.

Dear Sirs:

Re: Shotaro YAMAKAMI - #11598

We duly received your letter of the 14th instant and are much obliged for the copy of letter of August 8th sent you by your Welfare Manager for New Denver. Just prior to receipt of your letter of August 14th we heard from Yamakami, after having written him many times for a reply to our queries.

We think your Welfare Manager, Mrs. Bourns, is correct in her view that Yamakami is not telling the whole truth. He has been difficult to deal with from the beginning. We wrote him on August 7th giving him the information he required as to the net proceeds from the sale of his dry cleaning equipment at 706 W. Broadway, so that he is fully informed on this matter.

We are not forwarding him any further funds from the sale of the dry cleaning equipment at 2046 W. 4th Avenue, in which he states there are about fifteen persons involved. There is nothing further to be done in this matter by us until he replies to another letter of ours of August 7th relating to this particular equipment.

For your information we would advise that at the moment the credit balance in his account is \$982.02, his rehabilitation reserve figure being \$770.00 according to your advices. Of his credit balance, however, it would appear that a portion of this belongs to some partners.

Merely for your information we would mention that this particular equipment was sold for \$2050.00 gross but half of this amount, less half of the expenses involved in selling the equipment, was immediately credited to the account of G. Iwama, who is in Japan, as the agreement on our file showed that this Japanese had a one-half interest in the equipment. Yamakami admits Iwama's name appears as owner with him (Yamakami), but states that Iwama's share is comparatively very small. This, of course, we cannot accept without proof, and it is such information as this that we are still awaiting from Yamakami.

We regret writing you at such length on this matter, but thought you would like to be in full possession of all the facts.

An extra copy of this letter is enclosed in case you wish to forward same to your Welfare Manager at New Denver, B.C.

Yours truly,

P. Duett

Administration Department

PD/ER

Enc.

COPY

Rosebery, B.C.,
August 27, 1945.

Mr. P. Douet,
Custodian's Office,
Vancouver, B.C.

Dear Sir: File No. 1933/1 11089 Int. 790

I have received your letter of August 7th. in connection with the dry-cleaning equipment at 2046 W. 4th Avenue.

Mr. Iwama does not own a half interest, so the amount you deducted from the proceeds and credited to his account should not be paid out to him.

To prove that I was intrusted by the partners to handle the affairs, I might say that I was appointed president of the firm, and the business was carried on under my management. At the last meeting before evacuation I was asked to handle the affairs anyway, I think it is of best interest of the firm.

As for Watanabe's claim I wrote him but received no reply to date.

I declined to give you the names of the partners because I cannot understand why the plant was sold without getting owner's consent.

Yours truly,

(signed)

"S. Yamakami"

Shotaro Yamakami.

1933/1 - 11089 and Int. 790

September 10th, 1945.

Mr. Rotaro YAMAHASHI,
Reg. No. 11998,
Roosevelt, D. C.

Dear Sir:

Re: Victor Wholesale Cleaners & Dyers.
Dry Cleaning Equipment formerly at
2046 E. 4th Ave., Washington, D. C.

Your letter of August 27th was received by us on the 5th instant. Apparently you still do not appreciate that unless you are prepared to furnish us with the fullest information regarding the partnership or partnerships relating to this equipment, it is quite impossible for us to take any further action respecting the funds credited to your account and to Mr. Iwama's account.

Respecting Mr. Yoneyuki Watanabe, his last letter to us was that he could get no satisfaction from you, but you state you are still waiting to hear from him. We have therefore written to Mr. Watanabe today requesting him to communicate with you immediately.

Another complication has arisen in regard to this matter, namely, that in a recent declaration by Tatsuya Onoto, Registration No. 07609, Honolulu, D. C., he states that he has an investment of \$600.00 in the Victor Wholesale Cleaners & Dyers.

We have already explained to you that the reason why fifty per cent of the proceeds of the sale of this equipment was credited to the account of Genkyu Iwama was because in the original agreement relating to this equipment his name and your name were mentioned as the owners of the equipment, Yoneyuki Watanabe's interest having been transferred and vested in Genkyu Iwama. Our understanding is, from correspondence we have had with Mr. Watanabe, that he has not been paid for the share of the business which he held and in which he states he originally invested \$750.00. It is, therefore, up to you and Mr. Watanabe to agree what figure is due to him, and there is nothing that we can do about this aspect of the matter.

Instead of this interminable correspondence we think it would be far better for you to write us fully, giving the names of all the people who had an interest in this, together with their financial interest. You must surely have this information among your records, and until you have complied with our request please understand that your funds are frozen and neither will anything further be done with the amount credited to Genyu Iwano in our Interest Account.

Yours truly,

P. Douet,
Administration Department

PD/ER

COPY

1933/1 - 11089 and Int. 790

September 10th, 1945.

Mr. Shotaro YAMAKAMI,
Reg. No. 11598,
Rosebery, B.C.

Dear Sir:

Re: Victor Wholesale Cleaners & Dyers,
Dry Cleaning Equipment formerly at
2046 W. 4th Ave., Vancouver, B.C.

Your letter of August 27th was received by us on the 5th instant. Apparently you still do not appreciate that unless you are prepared to furnish us with the fullest information regarding the partnership or partnerships relating to this equipment, it is quite impossible for us to take any further action respecting the funds credited to your account and to Mr. Iwama's account.

Respecting Mr. Yoneyuki Watanabe, his last letter to us was that he could get no satisfaction from you, but you state you are still waiting to hear from him. We have therefore written to Mr. Watanabe today requesting him to communicate with you immediately.

Another complication has arisen in regard to this matter, namely, that in a recent declaration by Tatsuya Omoto, Registration No. 07809, Kamloops, B.C., he states that he has an investment of \$600.00 in the Victor Wholesale Cleaners & Dyers.

We have already explained to you that the reason why fifty per cent of the proceeds of the sale of this equipment was credited to the account of Genyu Iwama was because in the original agreement relating to this equipment his name and your name were mentioned as the owners of the equipment, Yoneyuki Watanabe's interest having been transferred and vested in Genyu Iwama. Our understanding is, from correspondence we have had with Mr. Watanabe, that he has not been paid for the share of the business which he held and in which he states he originally invested \$750.00. It is, therefore, up to you and Mr. Watanabe to agree what figure is due to him, and there is nothing that we can do about this aspect of the matter.

Instead of this interminable correspondence we think it would be far better for you to write us fully, giving the names of all the people who had an interest in this, together with their financial interest. You must surely have this information among your records, and until you have complied with our request please understand that your funds are frozen and neither will anything further be done with the amount credited to Genyu Iwama in our Internee Account.

Yours truly,

P. Douet,
ADMINISTRATION DEPARTMENT.

PD/ER

COPY

New Denver, B.C.
September 24th 1945

Mr M.L.Brown, Office Manager, Vancouver, B.C.

Re: YAMAKAMI Shotaro #11598

Your memo re the above noted man and dated 18th of September is, herewith, acknowledged.

Writer called at Yamakami's home to-day as requested in your memo but without success. Yamakami stated that he had written to Mr Watanabe in Montreal, but would not give the man's address.

He reiterated the statement made in his letter to the Custodian, dated August 27th, and declined to give the name of the partners, but stated that he will write to Messrs. Grossman Holland and White, his lawyers, in Vancouver, before he considers giving any definite information. Writer is of the opinion that Messrs. Grossman Holland and White the lawyers are partly responsible for Yamakami's present attitude.

After mentioning that he would get in touch with the lawyers, he stated that he knows that the property had no right to be sold without the owner's consent, and that he wants to leave things as they are till he hears from them.

Writer mentioned that if he was telling the truth he had nothing to fear and that it was in the interest of himself and all parties concerned that the Custodian required proof of his statements and should give every co-operation. He promised to write to the lawyers soon.

Writer feels that this man is untruthful, and is, therefore, making any and every excuse to evade settlement of these claims and does not appear to want to assist the Custodian in any way by giving any helpful information.

(Mrs) N. Bourns
Welfare Manager.

MEMORANDUM

File Nos. 11735
13041
11089
1933/1

Int. 790

File please

May 7/46

RE: VICTORY CLEANERS

Mr. S. MUKATA, File 11735, claims an interest in the Victory Cleaners, 2046 West 4th Avenue, Vancouver, to the extent of \$500.00.

Mrs. Tomoyo OKAZAKI, File 13041, declared an interest in the Associated Cleaners and Dyers Ltd., to the extent of three shares.

GBS:LEM

no. 4. by air

To: Mr. Shears

March 17, 1947

From: F. Matheson

Re: Victor Wholesale Cleaners, 2046 West 4th, Vancouver and Files 1933, Int.790,
11089, 11979, 11735 and 12055

The machinery and equipment of Victor Wholesale Cleaners was sold by the Custodian on January 16, 1945, for the total sum of \$2,100.00. After payment of a Mortgage on this machinery and equipment and payment of charges in connection with the sale, the net proceeds, amounting to \$895.90 were divided equally between Shota-ro YAMAKAMI, Evacuee File 1933 and Genskyu INAMA, Internee File 790.

At the present time there is in the account of YAMAKAMI the sum of \$982.02, received from this sale and from other sources.

There is in the account of INAMA, the sum of \$252.55, the rest of the money was used to pay liabilities of INAMA.

From evidence on file it would appear that there may have been an error made in the division of the proceeds of this sale. This evidence is as follows:

File 1933: On April 6, 1942, YAMAKAMI reported that this plant was a co-operative of which he was president. On July 28, 1945, YAMAKAMI stated that more than 15 persons owned the plant, that INAMA's share was comparatively very small and that he (YAMAKAMI) had been entrusted by the shareholders to handle the whole affair. On August 8, 1945, YAMAKAMI asked that the funds transferred to INAMA be transferred back.

File Int.790: Report of interview between Mr. Gavin Mount and YAMAKAMI, in which YAMAKAMI indicated that INAMA had absurdly exaggerated his interest in the business, Aug. 20, 1942. Letter, July 28, 1942, from Camp Commandant, Angler, to the effect that INAMA had a one-third interest and not a one-half interest.

File 11089: Yonezaki WATANABE originally stated that he owned no property, but he was one of the original purchasers of this plant. On September 25, 1944, the B.C. Security Commission wrote that WATANABE had informed them that he had signed over his share of the business to YAMAKAMI because WATANABE, a National, had orders to leave for camp and had understood that YAMAKAMI would be looking after the business. WATANABE said there was \$750.00 due him as his share of the business. On April 15, 1945, WATANABE stated that he and his former partner, YAMAKAMI had made a gentleman's agreement whereby he signed over his share to YAMAKAMI to enable YAMAKAMI to dispose of the business and then share the proceeds.

File 11979: On June 6, 1945, Tatsuya OMOTO, signed a "JP" in which he reported an interest of \$600.00 in Victor Wholesale Cleaners and Dyers and gave the surnames of six other partners in this concern. OMOTO said on November 14, 1945, that YAMAKAMI had been entrusted with the "responsibilities concerning the adjustment of the plant" and he was to secure the documents concerning the partnerships, amounts invested, etc. would be in YAMAKAMI's care. OMOTO sent us on November 14, 1945, a Japanese paper, which he said was a receipt for his investment of \$600.00.

Re: Victor Wholesale Cleaners Page 2

File 11735: Declaration dated July 26, 1943, reported "Have \$500. invested in cleaning machinery valued at \$5000, and owned by Victory Cleaners. In use of Victory Cleaners at 2000 Block West 4th." A memorandum regarding this interest of Shunpei MURATA was placed on File 1933, the file on which the property was administered, but appears to have been overlooked when the funds were distributed.

File 12055: On January 5, 1947, Teichiro ASAOKA wrote inquiring about the dry-cleaning plant at 2000 Block West 4th, which plant he said had been bought by numbers of Japanese retail cleaners. Mr. ASAOKA said his own investment had been \$200.00. He further stated that Mr. YAMAKAMI had "advice in New Canadian that the fund are going to distribute among the investors".

Various legal documents in connection with this machinery (copies are on File 1933, under date of November 23, 1944) give the names of Shotaro YAMAKAMI, File 1933 and Genekyu IWAMA, Int. File 790 as the owners of the machinery. This no doubt is why the proceeds were distributed equally between these men, although there were indications on each of the files concerned that an equal distribution of the proceeds between these two men might not be in order.

We now have received from Tatsuya OMOTO, File 11779, a letter reading as follows:

"Mr. Yamakami wrote to me in answer to one of my letters, informing me that our business had been sold for \$2,050. and after all expenses had been deducted there was a balance of \$896.40. All further attempts to get additional details on the sale have been to no avail - so I am asking your kind indulgence at this time to let me know if the \$896.40 balance has been paid to S. Yamakami or not. If not, what would be the correct procedure to obtain the money? Below is a list of the shareholders and the amounts invested by each in the business:

File No. 1933	S. Yamakami (Yamakami)	- \$800.00	
11089	Y. Watanabe	775.00	
11779	T. Omoto	- 600.00	
	Inouye	400.00	(File 11906 ?)
11735	S. Murata	400.00	
12055	T. Asaoka	400.00	
Int. 790	G. Iwama	300.00	
	Aoki	200.00	(File 11950?)
	K. Morino	100.00	(File 4638?)
	G. Wakabayashi	100.00	(File 10960?)
	Koyama	10.00	(File 14546?)
	S. Nakamoto	10.00	(File 14109?)
	Nakamoto	10.00	(File 11406?)
	Asano	10.00	(File 4819?)
	Ueyama	10.00	

"We banked with the Bank of Commerce, Dunbar Branch, cheques requiring two signatures - myself (T. Omoto) and Y. Watanabe. To the best of my knowledge we still have a bank balance of \$2.69.

Re: Victor Wholesale Cleaners - Page 1

"I trust you will be able to furnish me with the information requested and would be pleased to hear from you at your early convenience."

(Notes the file numbers given in connection with the list of investors were taken from our records and not supplied by OMOTO. Only six have been positively identified.)

Mr. YAMAKANI has not been at all co-operative in supplying this office with information about this establishment.

From funds to the credit of YAMAKANI two claims were paid that appear should have been paid from Victor Wholesale Cleaners funds. These were \$2.15 paid to the B. C. Telephone Company for the phone at 2046 West 4th, and \$10.70 to Wilson Insurance Agencies in connection with insurance on the machinery. This last bill, YAMAKANI stated, on December 2, 1944, should be paid by himself and Yoneyuki WATANABE, File 11089, and YAMAKANI agreed to pay half. However all was paid from YAMAKANI's funds.

What should be done about this matter now?

/rn

J. Matheson

March 18, 1947

Mr. Genkyu IWAMA,
Reg. No. 07127,
137 Beverley Street,
TORONTO, Ontario.

Dear Sir:

Re: Victor Wholesale Cleaners & Dyers

According to information supplied to this office, the dry-cleaning plant formerly operated at 2046 West 4th Avenue, Vancouver, B. C. was a co-operative enterprise. Our information is that 15 or more Vancouver dry-cleaners invested money in this plant and that Mr. Shotaro YAMAKAMI was president.

A list of 15 names of investors have been supplied to us, together with the sums said to have been invested. We have identified six of these persons, as follows:

Shotaro YAMAKAMI.....	\$800.00
Yoneyuki WATANABE.....	575.00
Tatsuya OMOTO.....	600.00
Shimpei MURATA.....	400.00
Teichiro ASAOKA.....	400.00
Genkyu IWAMA.....	300.00

The following nine investors are not identified:

INOUE.....	\$400.00
AOKI.....	200.00
K. MORINO.....	100.00
G. WAKABAYASHI.....	100.00
S. NAKAMOTO.....	10.00
NAKAMOTO.....	10.00
ASANO.....	10.00
UYEYAMA.....	10.00
KOYAMA.....	10.00

We would be pleased to have your comments in regard to the information we have been given. Is the sum shown beside your name the amount of your investment? Are the sums shown beside the other names the amounts invested by these persons? Could you give us the full names of the nine unidentified investors? Or could you give us any information that will enable us to locate these persons? It will be necessary for us to communicate with all the persons interested in this plant before distribution can be made of funds derived from the sale of the machinery and equipment. Therefore any assistance you can give will be appreciated.

Are there any other investors besides those named above?

Kindly let us hear from you at an early date in regard to this matter.

Yours truly,

F. Matheson, OFFICE OF THE CUSTODIAN.

/FM

VICTOR WHOLESALE CLEANERS & DYERS

According to information received from Mr. Tatsuya OMOTO, File 11979, the following are the persons who invested money in the Victor Wholesale Cleaners and Dyers. The addresses shown are those recently supplied by the RCMP. "Written" indicates those written in regard to this matter on March 18, 1947.

	File & Reg. No.	Name	Address	Investment
Written	Int. 790/07127	Genkya IWANA,	197 Beverley St., Toronto, Ont. <i>no reply</i>	\$300.00
Written	1933/11598	Shotaro YAMAKAMI,	Rosebery, B.C. <i>no reply</i>	800.00
	4638/06527	Kikuzo MORINO,	55 Murray St., Hamilton, Ont. \$100.00	100.00
	4819/00673	Kenzo ARAO,	Pingal Hostel, Pingal, Ont. (\$20.00)	10.00
	10300/09679	Kanagashira KOYAMA,	Farnham Hostel, Farnham, Que. \$75.00	20.00
Written	11029/00098	Yoneyuki WATANABE,	156 Hillside Ave. Westmount, Montreal, Que.	\$75.00
	11406/04091	Pokuji NAKAMOTO,	Moose Jaw Hostel, Moose Jaw, Sask. <i>no reply</i>	10.00
Written	11735/07391	Shimpei MURATA,	85 Murray Street, Hamilton, Ont. 400.00	400.00
	11950/07574	Masuo Fred AOKI,	214 McKay Ave., North Kildonan, Man. 200.00	200.00
Written	12055/01027	Geo. Teichiro ASAKA,	Forest Grove, B.C. \$200.00	400.00
Written	11979/07809	Tatsuya OMOTO,	P.O. Box 294, Kamloops, B.C. 600.00	600.00
	12153/00215	Shigetaka INUYE,	New Denver, B.C. <i>no reply</i>	400.00
	Ex 12495/03236	Sam. Isataro UEGAMA,	c/o A. Matsui, R.R. #1, Summerland, B.C.	10.00
	14109/03068	Shuichi NAKAMOTO,	c/o Hearst Hostel, Hearst, Ont. \$50.00	10.00
	14684/07182	Genroku WAKABAYASHI,	East Lillooet, B.C. \$100.00	100.00

The sale of the equipment and machinery of Victor Wholesale Cleaners & Dyers is dealt with on Files Int. 790 and Ex. 1933.

*Matter on
March 28/47*

Wapash 00403/2206

Mr. J. Matheson,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir,

RE FILE NO. XI. 299

On reviewing your statement of March, 1948, file no. XI, 790
I find an error.

The reason of the one-third interest is that Mr. Hicks was
included in same only as monies were owing to him. Thus the proceeds of the
sales should read be divided equally between Mr. Yamakami and me. Out of
which we pay to Mr. Hicks the amount payable under Conditional Sales Agreement
equally.

Thus my account should read-

	Dr.	Cr.
$\frac{1}{3}$ proceeds of sale-equipment at 2046 W. 8th		\$ 1050.00
Pay to Mr. Hicks.... $\frac{1}{3}$ of \$1124.19	\$362.10	
other items	\$22.04	
thus credit		\$265.86

Please ratify this account and forward the monies to me, to the
above address.

Thanking you,

Yours sincerely,

Herbert Swann

Reg. No. 07127

137 Baverley
Toronto, Ont.
COMMUNICATION SECTION
Rec'd OCT 12 1948
File No. 790
Ans.
Referred

file at Toronto

935

137 Beverly Street,

Toronto, Ontario,

October 25/48

Mr. A. Matheson,

Office of the Custodian,

306 Royal Bank Bldg.,

Vancouver, B. C.

EVACUATION SECTION	
Rec'd	OCT 26 1948
File No.	770
Ans.	
Referred	

Dear Sir:

Re File No. XI 790 Will at Toronto

The reason why I claim 1/2 interest is that the company was bought in Mr. Yamakami and my name. Also as I am the Treasurer of the Victor Wholesale Cleaners, I felt responsible for the other 14 shareholders. Although I have claimed the 1/2 interest I am well aware that my share is 7.5% and that the rest should be paid off.

As you state in the last paragraph, the other investors must be looked after before monies is forwarded to me. I take it that you assume the responsibility to pay which is alright by me. But what concerns me is have you the necessary data for doing so?

I would like to double check this list and the percentage. So would you please send me a list. Hoping you will understand my concerns.

Yours sincerely,

Georgios. Iwanow

18 Jan 49
no reply made to him
asked for - already sent
18 Mar 49

X1/790

EVACUATION SECTION

Rec'd JAN 5 1948

File No. X1/790

Ans.

Referred Matheson

37 Beverly St.,
Toronto, Ont.

Mr. A. Eaton,
Japanese Property Claims Commission,
Court House,
Vancouver, B.C.

Dear Sir:-

I received your letter which
acknowledged receipt of my claims.
In above letter, you stated that
if I had not received my statement
of account which have been previously
supplied, to advise you.

Please send me the duplicate
of above account as I have not
received any statement of any kind so
yet.

Statement made 27 Feb 48
H

Yours truly,
Geneyn Swann

File No. XI 790
Reg. 07127

Gankyu IWAMA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 May 4	Investigation fees re property	\$ 6.80	\$	
1945 January 17	1/3 proceeds of sale - equipment at 2046 W. 4th		700.00	
	" amount payable under Conditional Sales Agreement re equipment	374.73		
	" legal fees re above	3.33		
	" appraisal of equipment	13.81		
	" discharge of Conditional Sales Agreement	.17		
	" advertising of equipment for sale	9.33		
February 10	Vancouver General Hospital - claim paid	43.40		
	Dr. E. H. Cleveland - " "	145.20		
		\$ 596.77	\$ 700.00	

CR \$ 103.23

Accounting Department
March 10th, 1948

Funds held because of information that IWAMA's interest was \$300.00 in the total investment of \$3,925.00.

MEMORANDUM

File: XI. 790

March 23, 1948

Re: Genkya IWAMA, Reg. No. 07127

Claim: Part Interest (6 shares of \$2) in Victor Wholesale Cleaners,
2046 - 4th Ave. West, Vancouver, B. C.

Estimated Value:	Business	\$6,000.00
	Machinery	8,200.00
		<u>\$14,200.00</u>

Claimant's Share 7.3% of \$14,200.00 - \$1,039.00.

The equipment of the dry-cleaning plant at 2046 W. 4th Avenue, Vancouver, B.C.
was sold by tender for the total sum of \$2,100.00; Bill of Sale dated January 10,
1945.

Valuation: \$2,071.25 - Appraisal by W.G.B. Thompson, August 28, 1944.

/FM

W. G. B. Thompson

Int.
XI 790

October 13th, 1948

Mr. Genkyu IWAMA,
Registration 07127,
137 Beverley St.,
Toronto, Ont.

Dear Sir:

Replying to your letter of the 8th instant, we can find no proof that you had 1/2 interest in the firm known as the Victor Wholesale Cleaners.

Your file, however, is at Toronto in connection with the Hearing of your claim, but from the information obtained from the file of Shotaro YAMAKAMI we find that he, Yamakami, invested in this concern \$800.00 while you only invested \$300.00.

In a letter dated July 28th, 1942 from the Commandant, Angler Internment Camp he reports that you had stated that your interest in the Victor Wholesale Cleaners was 1/3.

Under the date of August 27th, 1945 Yamakami writes to us as follows: "Mr. Iwama does not own a 1/2 interest so the amount you deducted from the proceeds and credited to his account should not be paid out to him."

Furthermore there is a statement on file which lists thirteen other investors besides yourself and Yamakami in the Victor Wholesale Cleaners and before any monies can be forwarded to you the amount due to these investors will have to be decided.

Yours truly,



C. H. Reed
Office of the Custodian

CHR:BK

11979, 1933 and XI 790.

December 6th, 1950.

R. J. McInaster, Esq.,
Barrister & Solicitor,
1408 Royal Bank Bldg.,
Vancouver, B. C.

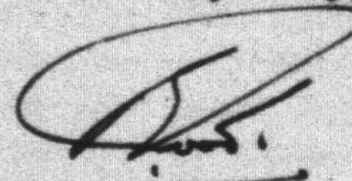
Dear Sir:

Re: Case No. 96 - Tatsuyo OMOTO
" " 809 - Shotaro YAMAKAMI
" " 1192 - Genkya IWANA

On the award sheet for Case No. 809 (which includes Cases 96 and 1192 as above) there is a notation by Mr. Macdonald to the effect that a special award was given by Mr. Justice Bird in these cases with written reasons.

We cannot find any trace of the written reasons referred to. Will you please advise us.

Yours very truly,



B. Good.
Comptroller.

RM/jc

File No 790

133 Beverly St.
Toronto, Ont.
May 7, 1951

Office of the Custodian,
Japanese Evacuation Section.

EVACUATION SECTION	
Rec'd	MAY 12 1951
File No.	X1-790
Ans.	
Entered	

Dear Sirs:

Re: Victor Wholesale Cleaners.

I have here before me a letter from
Campbell, Brager, Fisher, M. Mastror, ~~John~~ Johnson,
Barrister-Solicitors, to Mr. T. Amato, in which
it states that my portion of the award was used
to pay for certain debts of which I ~~have~~ have
no knowledge of.

Since coming to my attention that my part
of the award was used to pay off certain debts
and for which I gave no authorization
whatsoever. I would appreciate very much
if you will give me particulars as to the
nature of the debts paid for and the
sum involved. I wish to know why a
payment was made without my knowledge.

Please give prompt attention to
this matter as it is very urgent since
the matter must be brought to a close
as soon as possible.

Yours Truly,
C. Iwana.

15th May, 1951.

Mr. Genkya IWAMA,
133 Beverley Street,
Toronto, Ontario.

Dear Sir:

Re: Victor Wholesale Cleaners

We have your letter of 9th instant, asking for particulars of the debts paid for your account, and of which you disclaim all knowledge. You ask that the matter receive prompt attention as it is very urgent. This, after the Custodian's constant efforts over a period of 8 or 9 years to obtain some degree of agreement between you and the other members of Victor Wholesale Cleaners, at least sounds hopeful that you are at last becoming interested.

Your letter mentions that your portion "was used to pay for certain debts of which I have no knowledge of", yet on your file we have a letter dated 29th December, 1942, written to the Camp Commandant at Angler giving him a list of 5 claims outstanding against you:-

Dr. Uchida	\$80.00
Dr. E.H. Cleveland	145.20
Vancouver General Hospital	43.40
David Neon Limited	180.00
B.C. Electric Co. Ltd.	1.99

and received his reply dated 4th January, 1943, which states in part as follows:

"Copy of your letter has been shown to the above internee and he confirms the first three debts, however he states that David Neon Ltd., account has been fully settled through his Attorney, who has an office at Yorkshire Building, Vancouver, B.C. but whose name he cannot remember. As regards the account from the B.C. Electric Co. Ltd. he states that the Chinaman who bought the business from him, should pay this according to the agreement at the time of sale of his business in May 1942. Finally, he states that he has no funds to meet these debts, so he cannot do anything about paying for them."

We also have your letter to Mr. Watson, Secretary of the Claims Commission requesting that a statement of your account be sent to you. This statement was mailed to you from our office on the 11th March, 1945, addressed to you at 137 Beverley Street, Toronto - the address given on your letter to Mr. Watson. We send you herewith a copy of the statement to which we refer, and the items are clearly set out:

Vancouver General Hospital - Claim paid	\$43.40
Dr. E.H. Cleveland	145.20

How then can you claim that you have no knowledge of these items?

Mr. Genkya IWAMA

- 2 -

15th May, 1951.

We would point out to you that in order to bring these matters to a conclusion, it is entirely up to you and Shotaro YAMAKAMI to fully co-operate with Mr. McMaster who is making every endeavour on your behalf.

Yours truly,

B. Good,
Comptroller.

BG:HA
Encl.

ANALYSIS OF CLAIM

NAME: OMOTO, Tatsuya

Reg. No. 07809

File: 11979

EXHIBIT NO. _____

CASE No. _____

VENUE _____

CLAIM: Victor Wholesale Cleaners and Dyers, 2046 West 4th Ave., Vancouver, B.C.
Interest: Partnership (7 members).
\$3,475.00 Capital - Claimant's Share: \$600.00
Estimated value as going concern: \$4,170.00
Custodian Credit 896.40
LOSS 3,273.60

Remarks: The equipment of a dry-cleaning plant at 2046 W. 4th Ave., Vancouver, was purchased by Yoneyuki WATANABE and Shotaro YAMAKAMI on October 20, 1941, for the sum of \$3,500.00, under a Conditional Sale Agreement. On March 19, 1942, there was a balance of \$1,079.18 due under this Sale Agreement.

On March 19, 1942, Daniel Hicks (owner of the premises) was assigned the interest of the original vendor in the Conditional Sale Agreement. On that date Shotaro YAMAKAMI and Genkyu IWAMA (to whom had been transferred the interest of Yoneyuki WATANABE) entered into an Agreement with Mr. Hicks, by which the equipment was left in the care of Mr. Hicks, to whom there was owing in addition to the \$1,079.18, the sum of \$45.00 for one month's rental of the premises. Mr. Hicks rented the premises and equipment, the rent of the equipment was, in accordance with the Agreement of March 19, 1942, to accrue in satisfaction of interest of 7% on the unpaid balance of \$1,124.18, and to cover insurance costs and general upkeep of the machinery. Therefore, no funds were paid to the Custodian in connection with the rental of the equipment.

On August 28, 1944, W.B.G. Thompson appraised the equipment. Valuation was \$2,071.25. On November 30, 1944 the equipment was advertised for sale by tender. One bid of \$2,100.00 was received and was accepted. The sum of \$1,124.18 was paid to Mr. Hicks from the proceeds of the sale, in full settlement of the moneys due him.

As Shotaro YAMAKAMI and Genkyu IWAMA had reported ownership of the equipment the proceeds were distributed to these two men on the basis of information they had supplied to the Custodian; two-thirds of the proceeds were credited to YAMAKAMI and one-third to IWAMA.

It was not until June 6, 1945, that Tatsuya OMOTO informed the Custodian that he had an interest in this equipment. He has since sent in a document in Japanese (reported to be a receipt for \$400.00 of his \$600.00 investment) and he has given information regarding the other investors.

Attached is a Summary of our records in respect to Victor Wholesale Cleaners. Two other claims have been filed in connection with this equipment, as follows:

1. YAMAKAMI, Shotaro, Reg. No. 11598, File 1933- Venue: Moose Jaw
Interest: Lessee - 3 year lease from October 20, 1941 at \$50.00 per month.
Income: \$13,000.00 per annum. Estimated value as going concern:
Goodwill \$10,000.00
Inventory 9,655.50
19,655.50
Amt. at which Custodian sold property 1,124.18
LOSS 18,531.32

2. IWAMA, Genkyu, Reg. No. 07127, File XI.790 Venue: Toronto
Interest: Part interest - 6 shares of \$2. Estimated value as going concern:
Business \$6,000.00
Machinery 8,200.00
\$14,200.00
Claims 7.3% of \$14,200.00 - \$1,039.00

*MacLison
March 8/48*

MEMORANDUM to Mr. Hunter

March 23, 1948

Re: Genkyu IWAMA, Reg. No. 07127, File XI.790 and Victor Wholesale Cleaners

Claim refers to a 7.3% interest in a business valued at \$14,200.00.

The plant of the Victor Wholesale Cleaners was purchased in October, 1941, for \$3,500.00. In March, 1942, there was an unpaid balance of the purchase price amounting to \$1,079.18 and rent of \$45.00 due Daniel Hicks, owner of the premises to whom had been assigned the original vendor's interest in the Conditional Sales Agreement.

In March, 1942, Shotaro YAMAKAMI and Genkyu IWAMA, each of whom, according to the Agreement, owned a half interest, turned over to Daniel Hicks the equipment of the plant, which was to be rented by Hicks and the rental received above \$50.00 a month for the premises was to apply on interest on the indebtedness, insurance costs and general upkeep.

The equipment of this plant was appraised in August, 1944. Valuation: \$2,071.25. Sold by tender at \$2,100.00.

Originally the proceeds of the sale were divided equally between YAMAKAMI and IWAMA, but as information from both these men was that IWAMA's interest was one-third, the funds have since been distributed on that basis. After payment of charges in connection with the sale, payment of the moneys due Hicks, and payment of \$187.60 to creditors of IWAMA, there remains in his account \$103.23. *total 6.80*

Since that distribution of funds was made, it has been reported that the plant was owned by 15 persons, and that of funds of \$3,925.00, which were reported to have been invested by the 15 persons, only \$300.00 was invested by IWAMA. *attachment per.*

Funds remaining in the accounts of both IWAMA and of Shotaro YAMAKAMI have been held because of the claims of the other 13 persons. It is not clear whether the other persons have claims against YAMAKAMI personally, against both IWAMA and YAMAKAMI, or against the assets of the dry-cleaning plant.

In addition to IWAMA's claim, two other claims have been filed in connection with this plant.

1. OMOTO, Tatsuya, Reg. No. 07809, File 11979 - Venue: KAMLOOPS
claims a partnership interest (7 partners) in the plant, which he values as a going concern at \$4,170.00.
OMOTO states that the Capital investment was \$3,475.00. His share: \$600.00.
2. Shotaro YAMAKAMI, Reg. No. 11598, File 1933 - Venue: MOOSE JAW
Interest: Lessee - 3 year lease from Oct. 20/41 at \$50.00 per month.
Income: \$13,000.00 per Annum.
Goodwill: \$10,000.00
Inventory: 9,655.50
Total Value: 19,655.50

/FM

G. M. Anderson

VICTOR WHOLESALE CLEANERS

October 20, 1941, by Conditional Sales Agreement, Shotaro YAMAKAMI and Yoneyuki WATANABE purchased from H. Wener the equipment and machinery of a dry-cleaning plant at 2046 West 4th Avenue, Vancouver. Purchase price was \$3,500.00, payable \$2,300.00 cash and the balance of \$1,200.00 at \$100.00 each month, commencing November 20, 1941. Interest on the unpaid balances was 7% per annum, payable at the same time as each installment of principal.

March 19, 1942, H. Wener assigned to Daniel Hicks (owner of the premises) his interest in the Agreement of October 20, 1941. The Assignment states that the unpaid balance at that time amounted to \$1,079.18. The Assignment also states that Yoneyuki WATANABE, on March 9, 1942, had transferred his interest to Shotaro YAMAKAMI, and that, on March 10, 1942, YAMAKAMI had transferred an undivided one-half interest to Genkyu IWAMA.

March 19, 1942, Agreement between Daniel Hicks and Messrs. YAMAKAMI and IWAMA modified terms of original Conditional Sales Agreement; established balance due Mr. Hicks as \$1,124.18 (Unpaid balance of purchase price - \$1,079.18 and rent of premises for one month \$45.00); all payments due were suspended until 3 months after termination of war with Japan; the equipment and premises were placed in control of Mr. Hicks, who was to rent the premises and equipment on such terms as he saw fit, the first \$50.00 of rental to accrue for rental of premises and the residue to accrue in satisfaction of interest on unpaid balance due Hicks, insurance costs and general upkeep of equipment.

March 25, 1942, Daniel Hicks leased the premises and equipment to August K. Shone and Rosal Shone at \$65.00 a month. The tenant sublet to Harry Dowbiggin and James Sinkin.

On April 8, 1942, Shotaro YAMAKAMI, in JP Declaration, reported that he had \$8,000.00 invested in Victor Wholesale Cleaners, a co-operative of which he was president; that G. IWAMA had an interest of about \$4,000.00 and Mr. Hicks, who had taken charge of the plant, had an interest of \$1,200.00.

On May 23, 1942, Genkyu IWAMA, in JP Declaration, reported co-partnership in plant, which he valued at \$14,000.00. On July 28, 1942, in reply to letter from this office the Commandant, Angler Internment Camp, reported that IWAMA had stated that his interest in Victor Wholesale Cleaners was a one-third interest for which he had paid \$4,500.00.

On July 26, 1943, Shimpei MURATA, in JP Declaration, reported that he had \$500.00 invested in cleaning machinery valued at \$5,000.00 owned by Victory Cleaners, 2000 Block West 4th.

On September 25, 1944, Yoneyuki WATANABE reported that he had signed over his share in this plant to YAMAKAMI and that there was still owing to him the sum of \$750.00.

On August 28, 1944, W. G. B. Thompson appraised the equipment and machinery at 2046 W. 4th. Valuation was \$2,071.25.

On November 30, 1944, the equipment was advertised for sale by tender. The bid of \$2,100.00 from Harry Dowbiggin and James Sinkin, Aristocrat Wholesale Cleaners, was accepted.

On January 9, 1945, Daniel Hicks signed Discharge of Conditional Sale Agreement acknowledging payment of sums of \$1,079.18 and \$45.00 in full settlement of moneys due him.

Statement of the funds realized from the sale is as follows:

	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
Sale Price		\$2,100.00	
Advertising of Equipment for Sale	\$ 28.00		
Appraisal Fees re Equipment	41.42		
Ant. payable under Conditional Sales Agreement - paid	1,124.18		
Legal Fees re Agreement	10.00		
Discharge of Cond. Sales Agreement	.50		
	<u>1,204.10</u>	<u>\$2,100.00</u>	<u>\$895.90 Cr.</u>

VICTOR WHOLESALE CLEANERS - Page 2

These funds have been distributed two-thirds to Shotaro YAMAKAMI and one-third to Genkyu IWAMA.

On June 6, 1945 Tatsuya OMOTO, in JP Declaration, reported a partnership interest in Victor Wholesale Cleaners. He reported that there were 7 partners (S. Yamakami; T. Asaka; Murata; Y. Watanabe; Iwama; Inouye) and that his share was \$600.00.

July 28, 1945, Shotaro YAMAKAMI reported that the plant was owned by more than 15 persons; that his own investment was the largest and that he had been entrusted by the shareholders to handle the whole affair. YAMAKAMI was asked for the names of the shareholders but he declined to give this information.

November 14, 1945, Tatsuya OMOTO informed us that his investment was made as follows: 1st investment, October 16, 1941 (receipt in Japanese enclosed); 2nd investment, November 24, 1941, through the Bank of Montreal, Broadway & Main (400.00 and 200.00 respectively).

March 11, 1947, Tatsuya OMOTO sent us a list of 15 investors and the amounts invested. From information supplied by Mr. OMOTO and by some of the other alleged shareholders, the persons concerned were identified. Letters written to these persons resulted, in some cases, in confirmation of the amounts reported by Mr. OMOTO; in others, revised amounts were reported by the individuals concerned, while the remainder did not reply to our letters.

List of Reported Shareholders

<u>Name and Identification</u>	<u>Investment as reported by Omoto</u>	<u>Result of letter to person listed</u>
YAMAKAMI, Shotaro, 11598/1933	\$800.00	No reply
IWAMA, Genkyu, 07127/KX.I.790	300.00	No reply
MORINO, Kikuzo, 06621/4638	100.00	Confirmation
ASANO, Kenzo, 00675/4819	10.00	Revised to \$20.00
KOYAMA, Kanagashira, 05679/10300	20.00	Revised to \$75.00
WATANABE, Yoneyuki, 00098/11089	575.00	Confirmation
NAKAMOTO, Fukuji, 04091/11406	10.00	No reply
MURATA, Shinpei, 07291/11735	400.00	Confirmation
AOKI, Masuo Fred, 07574/11950	200.00	Revised to \$250.00
OMOTO, Tatsuya, 07809/11979	600.00	Confirmation
INOUE, Shigetaka, 00215/12153	400.00	No reply
UEGAMA, Sam. Imataro, 03236/12495 ...	10.00	Not written to
NAKAMOTO, Suyeichi, 03068/14109	10.00	Revised to \$50.00
WAKABAYASHI, Genroku, 07182/14684 ...	100.00	Confirmation
ASAOKA, Geo. Toichiro, 01027/12055 ...	400.00	Revised to \$200.00. ASAOKA said the other \$200.00 had been paid by Sannosuke HAYASHI, 00453/2206.

Because of the lack of evidence to support Tatsuya OMOTO's statements regarding the share-holders and the amounts invested, it has not been possible to clear this matter up. The only shareholder who has given us any documentary proof of his investment is Mr. OMOTO who has sent us a receipt written in Japanese. Most of the shareholders have stated that they received no receipt, that they had trusted Mr. YAMAKAMI.

Of the net proceeds of the sale of this equipment there remains in Custodian account the sum of \$700.50. The sum of \$195.40 had been paid to creditors of Genkyu IWAMA before Shotaro YAMAKAMI informed us that the plant was owned by 15, or more, persons.

*Final list
March 8/48*

DEC - 2 1947

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

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

X1. 790

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

(1) NAME IWAMA GENRYU (RCMP) Reg. No. 07127
(Print) Surname Given Name

(2) Pre-Evacuation Address 2215 - 4th Ave W Vancouver B.C.

(3) Present Address 137. Beverley St Toronto Ont

(4) REAL ESTATE

(a) Street Address (if any) 2046 - 4th Ave W Vancouver B.C.
City or Municipality Province

(b) Legal description (lot number, block number, section number, etc.)

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

(i) Farm
(ii) Residence Type of business dry cleaning & dyeing
(iii) Business
(iv) Any other type of property (describe) known as Victor Cleaners

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Part interest (6 shares of 82)

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

(i) Land - - - - - \$
(ii) Buildings - - - - - \$
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) 6000 Business \$ 8200 Machinery
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) any share 7.3 % of \$ 14.200
(v) Amount at which Custodian sold property and credited your account - - - \$ NO REPORT
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1059.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation 2046 - 4th Ave W

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

(c) How stored or packed at time of evacuation

(over)

IVAMA, Genkya

(Claimant's Name)

PERSONAL PROPERTY
(Business)

07127

Reg. No.

Type of BUSINESS

Location

Gross Turnover
1941

Average
Mark Up

Net Income
1941

Estimated Value of
Goodwill

Description of Stock-
in-trade at evacuation
(Attach inventory with
cost prices)

Whether prices mentioned
are wholesale or retail:

I PURCHASED THE BUSINESS

Date of
Purchase

Price

Value Stock
Date of Purchase

Value of Furniture
equipment and Fix-
tures at date of
purchase

Value of
Goodwill at
date of purchase:

The claimant Mr. Genkya Ivama is willing to be bound by the claim made by his partner, Mr. Shotaro Yamahani the evidence of which was presented at before Mr. Justice Rind at Moose Jaw on April, 1943.

Furniture equipment and fixtures acquired after purchases:

Description

Date Acquired

New or Used at
Date Acquired

Price Paid

Condition when
Evacuated:

Estimated value at date
of Evacuation:

Summary of Claim Presented by
Mr. Shotaro Yamahani.

Estimated Value of Goodwill \$10,000.00

Sold by Custodian

Claim

Claimant's half-share - \$5,000.00

EXHIBIT NO. 1192-1
DATE Oct. 29, 1948
FILED BY R. A. Best

List of Accounts Receivable and Accounts collected by Custodian Attached:

Method of Storage and Arrangements Made at Time of Evacuation:

Additional comments, if any:

Signature

IVAMA, Genkyu
(Claimant's Name)

PERSONAL CHATELS

07127

Reg. No.

Description of Major Items
(and particularly of goods
lost, stolen or destroyed)

Approximate
Date Purchase

New or Used
When Purchased

Price Paid

Condition when
Evacuated

Estimated value
at Date of Evacuation

The claimant Mr. Genkyu Ivama, is willing to be bound by the claim made by his partner, Mr. Shotaro Yamakami the evidence of which was presented before Mr. Justice Bird at Moose Jaw, Saskatchewan on April 8, 1948.

EXHIBIT No. 1192-1
DATE Oct. 29, 1948
FILED BY L. A. Best

Description of Storage of Goods:

General Statement as to Chattels not Described above:

Additional Comments, if any:

Summary of Claim presented by

Mr. Shotaro Yamakami

Estimated Value of Equipment and fixtures \$4,500.00

Sold by Custodian

2,100.00 as amended

\$2,400.00

Claimant's half-share - \$2,200.00 subject to right
of other shareholders

Signature



1.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

Toronto, Ontario,

October 29, 1948.

IN THE MATTER OF THE CLAIM OF

OSIKU IWAMA

PROCEEDINGS AT HEARING

APPEARANCES:

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

H. A. BEST, ESQ. appearing for the
claimant.

A. SMITH, ESQ., Secretary.

D. J. HANDFORD, ESQ. Official Interpreter.

J. B. MCGREGOR, ESQ. Official Reporter.

G. Iwama,
In chf.

OSAKYU IWAMA, the claimant herein, being first
duly sworn, testified through the
interpreter as follows:

DIRECT EXAMINATION BY MR. BEST:

THE SUB-COMMISSIONER: This is the case where
the bulk of the evidence has been heard in Moose
Jaw, is it not?

MR. BEST: That is correct, your honour.

This is a claim for a cleaning and pressing
business operated by 15 shareholders, and a man,
Yamakami was president and Mr. Iwama was the secretary-
treasurer. Unfortunately Mr. Yamakami is a resident
of Alberta now, and Mr. Iwama and two or three other
shareholders are resident in Ontario.

At the time the Royal Commission was announced
there was a certain amount of correspondence between
shareholders about this, but unfortunately they did not
get together, not through any lack of will, but due to
the fact that the Commission caught up to them in
Lethbridge before they could get together.

Mr. Justice Bird heard the claim presented by
Mr. Yamakami, and he, as president of the company, I
believe had claimed for the entire business, although
he admits he put into the company just \$800. of the
original \$4100. capital. He claimed the whole thing
individually, and according to the transcript of
evidence, his idea was to make that claim and then
distribute it among the shareholders.

I am informed by Mr. Iwama the Ontario shareholders
weren't quite satisfied with that, and consequently they

G. Iwama,
In chf.

1 decided Mr. Iwama, being treasurer of the company,
2 and knowing more about it than any of the others,
3 should also make a claim.
4

5 I think from the Custodian's standpoint it is
6 purely a bookkeeping question as to where the money
7 goes.
8

9 THE SUB-COMMISSIONER: Have they both claimed
10 the same amounts?
11

12 MR. BEST: I am going to ask your honour's
13 permission to amend the claim as filed by Mr. Iwama,
14 because it totals \$14,200, being broken down this
15 way, \$8200. machinery and \$6000. for good will.
16 The claim as presented before Mr. Justice Bird was
17 \$8500 for equipment and machinery, and \$10,000. for
18 good will. Obviously we will have to make them jibe
19 and for that reason we are asking to amend the claim
20 to a total of \$16,500.
21

22 THE SUB-COMMISSIONER: What do you say to the
23 suggestion, Mr. Christie?
24

25 MR. CHRISTIE: I think perhaps your honour, it is
26 a good suggestion to file a transcript of the
27 evidence. There is no use covering the same ground
28 although there may be one or two questions I want to
29 ask the claimant here.
30

THE SUB-COMMISSIONER: What do you think about
amending the claim to make it the same as the claim out
there?

MR. BEST: In view of the fact that Mr. Justice
Bird heard this claim himself, your honour, I think
it is the best thing to do.

4.
G. Iwama,
In chf.

1
2 MR. CHRISTIE: I suppose if it is subject to
3 review by Mr. Justice Bird anyway, I don't think I
4 have any serious objection.

5 MR. BEST: I think it is a question of argument
6 whether the claimants have any claim for good will.

7 There is one further explanation I have, your
8 honour, and that is this, that Iwama is the only
9 other shareholder claiming apart from this man, and
10 that is the reason his claim is for a half share.
11 He admits he doesn't own a half share, he owns six of the
12 12 outstanding shares. As a matter of fact the way
13 we have worded the claim is this:

14 "The claimant, Mr. Genkyn Iwama is willing
15 to be bound by the claim made by his partner,
16 Mr. Shotaie Yamakami the evidence of which was
17 presented before Mr. Justice Bird at Moose Jaw
18 on April, 1948."

19 I have written in here that the claimant is
20 claiming a half share, subject to the rights of the
21 other shareholders.

22 THE SUB-COMMISSIONER: Why not say the claimant
23 is claiming on behalf of himself and the other
24 shareholders and not say anything about the proportion?

25 MR. CHRISTIE: There was some difficulty I
26 believe out in Moose Jaw in trying to arrive at what
27 shares each claimant had. I think originally it was
28 claimed it was a 50-50 interest, and then someone
29 else made a claim and said he owned a share in the
30 business. It was later stated there were 7 share-
holders, and then 15 shareholders. It might be well

8.
G. Iwama,
In chf.

1
2 to find out who are the shareholders, and what is
3 their interest.

4 MR. BEST: The reason for the confusion was this:
5 that Yamakami and Mr. Iwama, who, if I may say so,
6 knows more about the business, since he was in fact
7 the managing director, had decided that one or the
8 other would claim for the whole business. Of course
9 they are both only claiming on behalf of themselves
10 and the other shareholders.

11 MR. CHRISTIE: Yes.

12 THE SUB-COMMISSIONER: That will appear else
13 from the record.

14 MR. BEST: I do not want the Custodian or the
15 Commissioner to have the impression that this claimant
16 or any others are trying to deceive anybody about it.

17 Now, Mr. Iwama, is that your signature?

18 A. Yes.

19 Q. Was that form prepared upon your instructions?

20 A. Yes.

21 Q. You swear the contents of it are true?

22 A. Yes.

23 (PERSONAL PROPERTY, BUSINESS, CLAIM FORM,
24 MARKED EXHIBIT NO. 1)

25 Q. That reveals the good will of the business,
26 and then as part of the same exhibit, is that your
signature? A. Yes.

27 Q. Was that form prepared upon your instructions?

28 A. Yes.

29 Q. Do you swear the contents of that are true?

30 A. Yes.

G. Iwama,
In chf.

6.

Q. That is the other half of Exhibit 1, also being a personal chattels claim form, showing the valuation of \$6500. for equipment and fixtures.

---See Exhibit no. 1.

MR. CHRISTIE: In filing that personal property claim, re good will; there is no claim at all being made for good will as such?

MR. BEST: Yes, there was. You see the figures on Iwama's original claim were these, \$8200. rather than \$6500. for machinery, fixtures and equipment, and \$6,000. for the business, which, of course, is largely composed of good will. Now, since Yamakami estimated it at \$6800. for fixtures and machinery, and \$10,000. for the business, I am suggesting that we are more or less bound by those figures and we have made our claim conform with that.

MR. CHRISTIE: This business wasn't sold as a going concern, was it?

MR. BEST: That is something I am prepared to argue if necessary. I think the transcript will reveal it was gone into pretty thoroughly at Moose Jaw. I am quite prepared to examine the evidence from the witness.

MR. CHRISTIE: I think after all this man at one time claimed a half interest, and I think my learned friend should ask him questions as to whether the business was sold as a going concern.

THE SUB-COMMISSIONER: They did go into the question of good will in Moose Jaw.

MR. BEST: Yes; I am quite prepared to go into it now, if my friend wishes.



G. Iwama,
In chf.

7.

1 THE SUB-COMMISSIONER: You put in the evidence
2 you see fit, and Mr. Christie can cross-examine.

3 MR. CHRISTIE: This present witness was the
4 general manager and might be able to go into it
5 better than his partner in Moose Jaw.

6 MR. BEST: Mr. Iwama, you were the treasurer of
7 the cleaning and pressing business which was formerly
8 carried on in Vancouver by yourself and several other
9 gentlemen, is that correct? A. Yes.

10 Q. And that business was known as the Victor
11 Cleaners? A. Yes.

12 Q. And as I understand it, from the previous
13 evidence which has been given before this Commission,
14 this business was owned by about 15 men on a co-oper-
15 ative basis, all of whom were in the dry cleaning
16 business, is that correct? A. Yes.

17 Q. And the scheme was that the actual cleaning
18 and dyeing and pressing would be done by this Victor
19 Cleaners and the various shareholders would operate
20 their retail stores and take in the goods through
21 their stores and ship it to the Victor Cleaners to
22 have the work done, and then dispense it through their
23 stores; is that correct?

24 A. Yes, it was a wholesale dry cleaning business.

25 Q. And prior to the purchase of this business
26 by your cooperative it had been run as a retail
27 dry cleaning establishment, I understand?

28 A. Yes.

29 Q. Well, then, when you took the business over
30 you changed it from a retail to a wholesale cleaning

Q. Iwano,
In shf.

business, is that correct?

A. Yes.

Q. Now, can you tell us exactly how many men had any interest whatever in this business?

A. Altogether sixteen.

Q. And there were 88 shares outstanding, of which you held six personally; is that correct?

A. Yes.

Q. How long had this business been operated by you and Mr. Yamakami and the others?

A. About six months before the evacuation.

Q. Were all the members of this cooperative operating the Victor Cleaners, Japanese-Canadians?

A. Yes.

Q. And they all operated retail businesses, did they? A. Yes.

Q. Was there any other wholesale firm amongst the Japanese-population of Vancouver, similar to your business? A. Yes, there was.

Q. A firm that would be running in opposition to yourself?

A. Yes, there were other wholesale concerns amongst the Japanese community but not particularly competitive with ours.

Q. Why wouldn't they be competitive; is there any particular reason?

A. It was more or less a matter of service, and we gave good service, and we used to keep our clients that way.

Q. Now, Mr. Yamakami, and for that matter yourself, have placed a rather high valuation on this

Q. Iwama,
In chief.

1
2 business separat from the equipment and fixtures and
3 machinery. Now, you say you were just in business about
4 six months prior to the evacuation?

5 A. Yes, that is right.

6 Q. So you hadn't had a chance I do not suppose
7 to have any balance sheet for the year, or declare
8 any dividends in your business, had you?

9 A. No. It was winter time.

10 Q. I don't quite follow. Does he mean the end
11 of the business year was in the winter?

12 A. We started in the fall so by the end of the
13 year there was only a small amount of profit.

14 Q. In view of the fact that the evidence was
15 gone into fairly completely at Moose Jaw, I don't
16 think there are any further questions.

17 CROSS-EXAMINATION BY MR. CHRISTIE:

18 Q. What was your position with the firm?

19 A. I was treasurer.

20 Q. I think you told my learned friend that the
21 business had only operated six months prior to the
22 evacuation? A. Yes, about half a year.

23 Q. Then, how would you justify a good will
24 valuation of \$10,000.

25 A. We had finally succeeded in establishing
26 this business after looking around and making inquiries
27 for about ten years, and we reckoned the good will
28 arising from a plant of that type, with that type of
29 machinery, was worth about three times the cost of
30 the equipment, three or four times the price of the
equipment and machinery.

G. Iwama,
In chf.

1 Q. What were your net profits?

2 A. Even during the slack periods and after
3 deducting all expenses there was a net profit of
4 about \$80. or \$90. a week.

5 Q. Net profit? A. Yes.

6 Q. What salary did you receive as treasurer?

7 A. I didn't receive any salary as such.

8 Q. What salary did you receive as manager?

9 A. I didn't receive any salary up until the
10 time of the evacuation.

11 Q. How did you earn your living during that
12 period? A. I had my own store.

13 Q. Now, were there any other factors that you
14 based this good will of \$10,000 on besides the
15 valuation of your equipment? A. Just about the time
16 that we bought and installed the plant we had an
17 offer from another competitive concern for \$12,000, but
18 as we had been trying to organize this for ten years
19 we weren't interested in selling.

20 Q. Is he calling this Commission that within
21 this six months period he had an offer to purchase
22 this business?

23 A. Soon after we bought and installed this
24 business and within the six months period we were
25 offered \$12,000. for it.

26 Q. Who made that offer? A. There was one
27 privately owned company and there was another limited
28 company.

29 Q. What were their names?

30 A. I have forgotten.

G. Iwama,
In chf.

1
2 THE SUB-COMMISSIONER: Were these offers for
3 this machinery and business alone or for this machinery
4 and all the retail places too?

5 A. No, that was just for the Victor Company's
6 machinery and equipment and place of business.

7 MR. CHRISTIE: Did you get the offers in
8 writing? A. This was another member of the
9 Japanese community who made the offer and he wished
10 to enlarge his business and it was not in writing.

11 Q. Did the members of this company meet to
12 consider the offer? A. That time there were only
13 7 members in the company and these 7 members considered
14 it at that time and decided to refuse.

15 THE SUB-COMMISSIONER:
16 Q. Did the Victor company have any books or
17 records of its meetings and what took place at them?

18 A. Yes, we did have records and such books but
19 my own personal books and many of the company books
20 were all together and at the time of the evacuation
21 these were in the possession of my sister who lives
22 in Cleverdale. They were left in the upstairs of her
23 house and what happened to them after that I don't know.

24 MR. CHRISTIE: This estimate of \$10,000 for the
25 good will; was that your estimate or was it an
26 estimate made at the meeting or was it Mr. Yamakami's
27 estimate? A. It is Mr. Yamakami's estimate.

28 Q. Well, did he consult you in making this
29 estimate? A. No.

30 Q. Do you agree with this estimate of \$10,000
for good will? A. Yes, I think that is about the
value.

G. Iwama,
ex. ex.

1 Q. How many customers did you have?

2 A. About 27 or 28 stores.

3 Q. Now, have you any knowledge whether this
4 business was sold as a going concern or not?

5 A. No, I don't know anything about that.

6 Q. Does he know who occupied the property after
7 this equipment was sold?

8 A. No, I don't know.

9 Q. I produce a J.P. Form dated the 29th of
10 May, 1942; is that your signature? A. Yes.

11 (J. P. FORM MARKED EXHIBIT NO. 8)

12 Q. That is all, thank you.

13
14 RE-EXAMINATION BY MR. BEST:

15 Q. Just one question, you told my friend you
16 had 27 or 28 stores as customers. As I understand
17 it there was 16 members of the cooperative all of whom
18 operated stores -- do you mean in addition to the
19 stores operated by the members you also had another
20 11 or 12 stores as customers? A. Yes, there were
21 27 or 28, including the 16 members.

22 Q. And each of the sixteen members operated
23 one retail store apiece, did they? A. Yes.

24 Q. So that this Victor Cleaners was assured of
25 business from at least 16 stores in any event?

26 A. Yes.

27 Q. And I suppose that was one of your consid-
28 erations in calculating the good will -- that you
29 had some business that you were sure of so long as
30 these various members stayed in the business in any
event? A. Yes.



G. Iwama,
re-exam.

13.

1 Q. Now, is there anything else in particular
2 about this business that you haven't told us, or that
3 wasn't presented to the Commission by Mr. Yamakami
4 that you want to tell us now?

5 A. The Toronto members, including myself, wish
6 that if eventually an award is made as a result of
7 this claim being put in, they do not wish the full
8 amount to be awarded to Mr. Yamakami.

9 Q. I think that is something, when the award is
10 made, the Custodian's Office will deal with.

11 MR. CHRISTIE: One question; where are all these
12 merchants; what became of all these retail merchants
13 that were members of this cooperative?

14 A. I don't know where all of them are.

15 Q. THE SUB-COMMISSIONER: Were all of them
16 evacuated? A. Yes, but it is my intention to
17 advertise in the newspapers and find out where they
18 are.

19 Q. That is all, thank you.

20 I am filing as Exhibit 3 a transcript of the
21 evidence taken at the Japanese Property Claims
22 Commission, held in the city of Moose Jaw, Saskatchewan,
23 on April 8th, 1948.

24 (TRANSCRIPT OF EVIDENCE MARKED EXHIBIT NO. 3)

25 (DISCHARGE OF CONDITION SALES AGREEMENT MARKED
26 EXHIBIT NO. 4)

27 I think that concludes the filings, your
28 honour.

29 It is submitted that this equipment and
30 fixtures of this drying cleaning business were sold
at their fair market value. It is submitted that the

(Discussion)

1 value placed upon the good will is exorbitant.

2 (PROCEEDINGS ADJOURNED SINCE DIA)

3
4 I hereby certify the foregoing to be a
5 true and accurate transcript of the
6 proceedings herein.

7 *J. B. McGregor*
8 J. B. McGregor,
9 Official Reporter.

10 I, M. A. Miller, Deputy Commissioner,
11 appointed to hear a Commission to
12 investigate claims of Japanese Canadians
13 for property loss, do certify the fore-
14 going is a true copy of the evidence heard
15 on the within claim.

16 *M. A. Miller*
17 M. A. Miller,
18 Deputy Commissioner.
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30

Name of Claimant **IWAMA, Genku**

Case

1192Custodian File **XI 790****SEE ALSO CASES 96 and 809**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
<u>INCLUDED IN CASE NO. 809</u>										
TOTAL RECOMMENDATION										