

1368

INFORMATION FROM R.C.M.P.

Date Aug. 3, 1942.

Our File No. 1368

Full Name MIYAZAKI, Hachiro
(Surname in Block Letters)

Registration No. 06096 ☒ Male - Female
(check) Age Jan. 13, 1888

Former Address 620 E. 16th Ave.,
City.

Date Evacuated May 29/42 ☒ Naturalized - Canadian-Born - National
(check)

Present Address Battle St. E. Kamloops, B.C.
P.O. Box 237.

☒ Married - Single
(check) Name of Wife nee (SATO) Hatsu #

Name of Husband

Name of Mother nee SUSUKI Terau (dec'd) Name of Father Zenshichi (dec'd)

Names of Children under 16 Jean Oct. 31, 1932.

Requested by E.C.T. Registered with Custodian Yes.
(Yes or No)

Additional Information Dry Cleaner

Owner of 3223 Fraser St. City in wife's name? Also 1 car and 3 trucks.

3223 Fraser is in his name; 620 E. 16th Ave. is in his wife's name. "S.J.J."

Mr. Weir: United Cleaners: Fair. 0759, or
Bay 1868 L.

INTERIM REAL PROPERTY SUMMARY

JAPANESE NAME: Hachiro MIYAZAWA - Reg. No. 06096.

File 1368

CATALOGUE NO: Property not yet offered for sale.

PROPERTY ADDRESS: 3223 Fraser Ave., Vancouver, B. C.

LEGAL DESCRIPTION: City of Vancouver, Lot 8, Block 92, District Lot 301, Group 1, New Westminster District, Plan 187.

TITLE: In the name of Hachiro MIYAZAWA.

ENCUMBRANCE: Vesting 35890 - 15th March 1943.

ASSESSED VALUE: 1942 -
Land \$1055.00
Improvements 2900.00 Total \$3955.00 Taxes \$120.46.
*1946 assessment \$3900
\$1055 imp*

CLASSIFICATION: On date of inspection, April 4th, 1942, the premises are described as a tile building 33 x 50 feet containing very complete Dry cleaning plant, with a great deal of machinery of which list is attached to the report. Most of the machinery new and being operated by lessors of the premises.

HISTORY OF ADMINISTRATION:

March
Before being evacuated, Hachiro MIYAZAWA leased this property under date of 14th March 1942, to Cecil Franklin WEIR and Emanuel LAWTEZ from the 9th April 1942 for a period of 5 years thence ensuing at a rental of \$10,000.00 - \$400.00 payable on execution of the lease and \$40.00 payable weekly during the term of the lease. The lease contained an option to purchase the property in favour of the lessee at a price of \$7500.00, said option exercisable on the expiration of the lease, 9th March 1947, providing that the lessees give to the lessor at least 60 days notice in writing before the expiry of the lease, the purchase price to be payable 1/3 in 1 year from the date of exercise of the option, 2/3 in 2 years therefrom with interest at 6% per annum.

with Hachiro Miyazawa
On the same date, 14th March 1942, the above named partners entered into a collateral agreement with respect to the equipment on the premises leased, the lessees ~~will~~ have the use of the equipment during the term of the lease and that should the lessees exercise the Right to Purchase contained in the lease, the equipment should be transferred to them without extra payment.

Emanuel LAWTEZ on the 2nd May 1942, assigned his interest in the above lease to Cecil Franklin WEIR for nominal consideration subject to approval of the Custodian of Japanese Property.

An agreement dated 2nd May 1942, between Cecil Franklin WEIR of the first part, Emanuel LAWTEZ of the second part and Hachiro MIYAZAWA of the 3rd part, confirmed this assignment, Hachiro MIYAZAWA consenting, whereby the party of the second part agreed to assign to the party of the first part for the sum of \$700.00, payable \$450.00 cash and \$250.00 in 6 months therefrom, and Hachiro MIYAZAWA releasing Emanuel LAWTEZ from all covenants and obligations under the lease and agreement of 14th March 1942.

Mr. W.W. LeFeaux, Solicitor, had been for some time previous acting for Mr. MIYAZAWA and on the 29th April 1942, was requested to do so as agent of the Custodian. Mr. LeFeaux continued to make collections of the rent as under the lease above and made remittances to Mr. MIYAZAWA, reporting to the Custodian monthly the amounts collected and the amounts so remitted. On the 13th

the 13th

February 1943, he reported that with the lessors consent the rental for the months of October to March inclusive each year was to be reduced to \$25.00 weekly. The weekly rental of \$40.00 would be payable for the remaining months of each year. Also that the \$400.00 paid on the execution of the lease was understood by both parties to the lease to apply on the total rent of \$10,000.00. On the 10th May 1943, Mr. LeFeaux was requested to comply with the usual practice of this office and to send to the Custodian the gross rentals collected and that the Custodian would remit from time to time to Mr. MIYAZAWA. This has since been done. The total rental collected and credited to Mr. MIYAZAWA'S account with the Custodian up to November 14th, 1946, is \$8395.16. The lease expires on the 14th March 1947.

In March 1944, the tenant in the above lease, Cecil Franklin WEIR, entered into an agreement with Hachiro MIYAZAWA, Mr. WEIR contracting to erect on the property a frame building 20 x 20, at the front of the lot, the tenant to remove the building at the termination of the lease or to sell it at 75% of its cost, which cost was not to exceed \$500.00. Copy of this agreement on file.

In the course of negotiations in the spring of 1945 to assign this lease and option, Mr. MIYAZAWA requested the Custodian to arrange for a police permit to himself and son to come to Vancouver to complete the proposed transfer. In discussions with Mr. LeFeaux it was decided that Mr. LeFeaux should prepare the necessary documents and send them to Mr. MIYAZAWA for execution.

A supplementary agreement dated the 31st March 1945, between Hachiro MIYAZAWA and Cecil Franklin WEIR was prepared by Mr. LeFeaux and executed by both parties. This agreement amended the original lease by increasing the option price from \$7500.00 to \$10,000.00. The lease subject to this supplementary agreement was then assigned by Cecil Franklin WEIR to George WONG on the 19th April 1945, WONG given a bond of indemnity in the amount of \$500.00 to Hachiro MIYAZAWA. These documents, prior to execution were submitted to the Custodian and approved.

The new tenant, George WONG, arranged through Mr. LeFeaux to build an addition of an estimated cost of \$1500.00, the building to become the property of the lessor and the lessee agreeing to release Mr. WONG of the bond of indemnity above. This was approved by the Custodian on the 30th July 1945.

FUNDS:

The account of Hachiro MIYAZAWA as at this date shows a revenue from rentals of \$8395.16 and a refund of taxes of \$17.58, a total of \$8412.74; less commission on rentals \$167.27, repairs \$166.70, taxes \$747.96, insurance \$271.78, Certificate of Encumbrance \$1.00, total \$1354.71, leaving a net operating balance of \$7058.03, which amount plus credits from other sources of \$2069.86 less \$8930.40 paid to Mr. MIYAZAWA and \$65.95 sundry charges, leaves a present balance of \$131.54 as shown on ledger.

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

IM:ML

Nov 27/46

San Macpherson

06096

NAME

MIYAKAWA, Hachiro

FILE NO.

1368

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
National Fire Insurance of Hartford, Conn.	Reserved 12776	17191 Milwaukee \$5,000.00	March	10th	1943	Rear Lt. 8, Blk. 92, D.L. 301, being No. 3223 on the E. side of Fraser Ave., Vancouver, B. C.
Milwaukee Mechanics Insurance Company.	Reserved 17191	Pol # 19004 Milwaukee \$5,000.00	March	10th	1944	Rear Lt. 8, Blk. 92, D.L. 301, being No. 3223 on the E. side of Fraser Ave., Vancouver, B. C.
Milwaukee Mechanics Insurance Company	Reserved 19004	Pol # 32-34088 Milwaukee \$5,000.00	March	10	1945	Rear Lt. 8, Blk. 92, D.L. 301, 3223 Fraser Ave., Vancouver, B. C.
Bankers & Traders Insurance Company	Reserved 32-34088	Pol # 52-2849 \$5,000.00	March	10	1946	Lt. 8, Blk. 92, D.L. 301, 3223 Fraser Ave., Vancouver, BC
Milwaukee Mechanics Insurance Company	Reserved 31793	Pol # 54715 \$5,000.00	March	10	1946	Lt. 8, Blk. 92, D.L. 301, 3223 Fraser Ave., Vancouver, BC
Bankers & Traders Insurance Company	Reserved 32-34498	\$5000.00	March	10	1947	Lt. 8, Blk. 92, D.L. 301, 3223 Fraser Ave., Vancouver, B.C.
Bankers & Traders Insurance Company Milwaukee Mechanics Insurance Co pay	Reserved 34723	\$5000.00	March	10	1947	Lt. 8, Blk. 92, D.L. 301, 3223 Fraser Ave., Vancouver, BC

Reserved 5000 Mch 10 1948 3223 Fraser Ave
43064 (part 19.700 on bldg +
equipment.)

Reserved.
32/37324 5000 Mch 10 1948 (part 19.700 on bldg +
equipment.)

Milwaukee Mechanics Insurance Co. Pol 64345
March 10 / 49 for \$12500.00

FIRE INSURANCE SUMMARY

File 1366

Re: Hachiro MIYAZAWA - 06096

November 27th, 1946

Prior to evacuation Hachiro MIYAZAWA had insured the premises known as 3223 Fraser Ave., with the National Fire Insurance Co., policy 127776 in the amount of \$5000.00, expiring on the 10th March 1943. On expiry of this policy the insurance was placed with the Milwaukee Mechanics Insurance Co., policy 17191, \$2000.00 on building and \$3000.00 on fixtures and equipment, expiring on the 10th March 1944, premium of \$44.75 was paid by the Custodian on the 10th March 1943. This policy was renewed by policy 19001 expiring on the 10th March 1945, and on expiration by policy 31793 expiring 10th March 1946 and on expiration by policy 34716, expiring 10th March 1947 extended by endorsement to the 10th May 1947.

Additional insurance of \$2000.00 on building and \$3000.00 on equipment was placed with the Bankers and Traders Insurance Co., policy 32-34008, expiring on the 10th March 1946 and renewed by policy 32-35498, expiring on the 10th March 1947, extended by endorsement to the 10th May 1947. All premiums were paid by the Custodian and charged to Mr. MIYAZAWA'S account.

The premises were damaged by a small fire on the 9th May 1945. The damage was assessed at \$50.00 and on proof of loss each of the insurers paid \$25.00 which was credited to Mr. MIYAZAWA'S account.

The business now conducted by the lessee of 3223 Fraser Ave., George WONG, is now known as Paramount Cleaners Ltd., and insurance of \$9000.00 has been paid by this company on building and equipment, making a total of \$19,000.00 insurance now in effect and payable as endorsed to the Paramount Cleaners and the Secretary of State of Canada.

19700
IM:ML

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

Paul Thompson

SUMMARY OF LIABILITIES

File No. 1368

May 14th, 1947.

Re: Hachiro MIYAZAWA (Mr.)
Reg. No. 96396.

On April 1st, 1942, Patterson Boiler Works lodged a claim of \$97.00 against the above Japanese person but in a subsequent letter, dated April 28, 1942, they advised that this account had been settled in full.

No other claims against the above Japanese person appear on this file.

The above summary is certified
to be in accordance with the in-
formation on file:


E. Robertson.

PERSONAL PROPERTY SUMMARY

File No. 1368

May 14, 1947.

Re: Hachiro MIYAZAWA - #06096.

Chattels:

In his JP form dated March 27, 1942, this Japanese person declared a 1938 Terraplane Car. This is dealt with under "Specified Articles".

Dry-cleaning equipment listed under Schedule "A" attached to the Agreement between Hachiro MIYAZAWA and Messrs. Cecil Franklin Weir and Emmanuel Lawtey dated March 14, 1942, are the only chattels shown on file as belonging to the above Japanese person, but on June 28, 1944 at Vancouver Auction #25 five boxes of nails and four sacks of nails were sold and the total net proceeds of \$12.61 credited to H. Miyazawa's account. Also, on December 7th, 1946 at Vancouver Auction #56 "curtains, etc." were sold and the net proceeds of \$.73 credited to this Japanese person's account. No reference to the above goods is made on either Mr. or Mrs. Miyazawa's files.

Specified
Articles:

1. 1938 Terraplane Car:

(1938 declared - 1937 sold)
Declared by Miyazawa in his JP form as being in custody. This car was sold to Mr. Cecil F. Weir for the gross amount of \$550.00. Administrative expenses amounted to \$28.89, and the net proceeds of \$521.11 were credited to Miyazawa's account with the Custodian.

2. 1936 Dodge Truck.

At the time Miyazawa registered his assets with the Custodian he declared that he sold the above Truck to Messrs. Weir and Lawty of 3223 Fraser Avenue, Vancouver, and reported that the sum of \$350.00 was still owing on this sale. Correspondence on file indicates that payment was to be on the basis of Mr. Weir's ability to pay, he having taken over Mr. Lawtey's interest, and a memo on file dated December 12th, 1944 records the dates of payment in connection with the above outstanding balance, showing that final payment was made on March 7th, 1944.

3. 1941 Ford Truck.

A letter on file dated July 15, 1942, from Mr. Weir states he purchased this Truck from Mr. Miyazawa for cash. As this car was not declared or surrendered by Mr. Miyazawa it is presumed that he disposed of it before registering with this office.

(See Supplementary Summary attached).

Securities:

Mr. Miyazawa declared the following securities:

- 18 - \$10.00 War Savings Certificates
- 2 - \$ 5.00 War Savings Certificates
- 1 - \$100.00 Victory Bond, maturity 1952.

No action regarding the above securities has been taken by this office.

Bank Account:

This Japanese person declared "About \$200.00 in Royal Bank of Canada, Kingsway Branch, Vancouver, B.C." No action regarding this account has been taken by this office.

Accounts Receivable:

Kichiji SHIMIZU (file 4034) - \$55.30

Henry Smilie, solicitor for Hachiro Miyazawa, submitted on October 27, 1942 a wholesale cleaning bill of \$55.30 against the above Japanese person. This was paid from funds in Shimizu's account on October 29, 1942, as this debt was declared in the "Bulk Sales Act" attached to Bill of Sale in connection with this man's property. Custodian cheque for above amount was sent to Mr. Smilie on October 29, 1942 and receipt thereof acknowledged by him on November 2, 1942.

Mr. and Mrs. Motomaru IWATA - \$250.00 (Files 11271 and 13853)

The above amount was owing to Mr. Miyazawa at the time of evacuation. Mr. Smilie, his solicitor, was authorized to collect this debt for Mr. Miyazawa and had received the amount of \$100.00 when he joined the army, at which time it was left with Mr. Paul B. Paine to collect the balance. The sum of \$100.00 was collected by Mr. Paine and \$50.00 was paid direct to this office, this representing full settlement of the above claim. Mr. Miyazawa was so advised by the Custodian in our letter to him of May 1st, 1943.

Yoshino UENOBU (File 9961) - \$13.60.

On May 20, 1942, Peace Cleaners (Mr. Miyazawa) filed a claim against this woman for \$13.60. As requested by her on March 17, 1947, the above amount was transferred from her account to Mr. Miyazawa's account with the Custodian.

Sueko MURATA (File 10011) - \$11.40

On May 20, 1942 Peace Cleaners lodged a claim for \$11.40 against Mrs. Murata. She remitted sufficient funds to this office through the Department of Labour, Japanese Division, on June 21, 1944 to settle this account. Mr. Miyazawa was so advised on June 21, 1944.

Masaye BANDO (File 1987) - \$31.35

Peace Cleaners (Mr. Miyazawa) lodged the above claim against Mrs. Bando on May 20, 1942. Signed authority for payment of this claim from funds in Mrs. Bando's account with the Custodian is on file under date of August 22, 1944. Above amount accordingly transferred from her account to Mr. Miyazawa's on August 31, 1944 and Mr. Miyazawa was so advised on September 7, 1944.

Suyeichi NAKAMOTO (File 14109) - \$183.35

Nakamoto declared in his JP form that he owed \$100.00 to Peace Cleaners and on May 20th, 1942 Peace Cleaners filed a claim of \$183.35 against this Japanese person. In his letter of May 27th, 1944, Nakamoto admitted owing Peace Cleaners the sum of \$183.35 but stated he was unable to settle this claim. Mr. Miyazawa was so advised on June 8, 1944. (Nakamoto has no funds in account with the Custodian).

Iwakichi KITASAKA (File 12061) - \$29.05

The above claim was filed by Peace Cleaners on May 20, 1942 and was at first denied by Mr. Kitasaka. Subsequently, on September 4, 1943, Mr. Miyazawa advised that in a private exchange of letters that Kitasaka admitted this debt, and it was settled on May 26, 1945 from funds in Kitasaka's account with this office, a cheque for the above amount being forwarded to Miyazawa on June 2nd, 1945.

Jisaburo WAKABAYASHI (File 13884) - \$41.55

Miyazawa advised us on March 31, 1947 that the above owed him \$41.55. We accordingly submitted this claim to Wakabayashi on April 2, 1947 and as no reply

was received we again wrote on April 21, 1947, but still received no answer. Accordingly we advised Miyazawa on April 28, 1947 that we were unable to obtain a reply from Wakabayashi and as he had no funds or other assets with the Custodian we suggested that he contact his debtor direct in an effort to obtain settlement of his claim.

Sam Isataro UEGAMA (File 12495) - \$146.00

A claim for the above amount against Mr. UEGAMA was filed by Peace Cleaners on May 20, 1942. There is no evidence on file that this claim was submitted for payment until March 19, 1947. On March 28, 1947, Mr. Uegama replied stating that this claim had been settled upon by Mr. Miyazawa and himself. Confirmation of payment does not appear to have been obtained from Mr. Miyazawa.

Yukio KONNO (File 5440) - \$200.00

Mr. Konno declared in his JP form dated April 21, 1942 that he owed the above amount to Mr. Miyazawa and gave authority to pay same in a letter on file dated August 3, 1944. The Custodian paid \$150.00 to Mr. Miyazawa's account and so advised Mr. Miyazawa. A note on the Claim Sheet on file dated February 24, 1944 stated "Paid \$150.00 on account until we hear from Crux". Nothing further appears on file in connection with word from Crux or payment of the balance of this claim.

Yasuo OKUBAYASHI - \$19.30

This person was unknown on the Custodian records but his address was finally discovered by a report in the New Canadian (letter April 25/45) and the claim submitted to him on May 4th, 1945. Mr. Miyazawa was advised on May 4, 1945 that we had submitted his claim to Okubayashi but there is nothing on file to indicate that this claim was settled, either direct or through this office.

J. R. Tremblay, Mission City, B. C. - \$24.70 (Not Japanese)

A claim was filed against the above Japanese by Peace Cleaners during the fall of 1942 (no date given) but there is nothing on file to indicate that this claim has been paid, either through Mr. Smilie (Mr. Miyazawa's solicitor), this office, or direct to Miyazawa.

NO OTHER PERSONAL PROPERTY OF ANY KIND WHATSOEVER BELONGING TO THE ABOVE JAPANESE PERSON IS REVEALED ON THIS FILE.

The above summary is certified
to be in accordance with the in-
formation on file:

E. Robertson

E. Robertson.

MEMORANDUM

To: File 1368/1

29th June 1943

From: Specified Articles Department

Re: MIYAZAWA, Hachiro - Reg. 06096

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAR	1937 Terraplane Sedan No: C51 License No: (42) 71359	\$550.00

Sold to: Cecil F. Weir

Date: 1st September 1942

Selling Price; \$550.00

JB

Sold to Mr. C.F. Weir for-----	\$550.00
Less administrative expenses --	28.89
Net credit --	<u>\$521.11</u>

E. Robertson

E. Robertson
May 14, 1947.

MEMORANDUM: File 1368

December 12, 1944.

Re: Hachiro MIYAZAWA. #06096

Regarding the motor vehicles reported by RCMP, only one of these, the 1938 Terraplane, was surrendered. This was listed as C51, and was sold to Cecil F. Weir for the total sum of \$550.00. The net proceeds, after expenses were deducted, amounted to \$521.11. See memo 29/6/43.

One 1936 Dodge truck was sold by MIYAZAWA to Cecil F. Weir and E. Lawtey, before he registered with the Custodian, and he reported that a sum of \$350.00 was owing on this. Payment was to be made July 1, 1942. On July 15, 1942, Weir wrote that he had taken over Lawtey's interest. He said that payment was to be on basis of his ability to pay. This does not appear to have been paid off yet. *(Paid in full 7/15/44)*

In letter of July 15, 1942, Weir also stated that he had bought Miyazawa's 1941 Ford truck for cash.

There is no record of the third truck. Presumably, as he did not surrender it, or declare ownership, he had disposed of it before registering.

gm

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment

Seizure No.

FOR USE WHEN APPLICABLE

1368

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No.

Detachment
Sub-Division
Division
Date

19

RE:

Hashiro MIYAZAWA 620 E 18TH AVE Vancouver B C
On 19 , 1
Mar 9 42 Goodfellow K E MEMBER'S NAME
Came into possession of the following goods by:-

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
	LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION	TIRE NUMBERS (42) 71359 Ferraplano (37) 7102019 315032 84486 Fair
	EXTRA EQUIPMENT	Bumper Guard Heater 2 Blankets
	DESCRIPTION & CONDITION VERIFIED <i>[Signature]</i> Signature of Owner Japanese Registration No. Handed over to representative 08273 Custodian whose signature in receipt thereof appears hereunder	Fenders Dented R Fender Broken
	DATE: <i>[Signature]</i>	
	MAR 9/42	<i>[Signature]</i> SIGNATURE OF MEMBER SUBMITTING REPORT

1368

May 17, 1949.

Mr. Hashiro Miyasawa,
P. O. Box 237,
Kamloops, B. C.

Dear Sir:

Re: 3223 Fraser Avenue, Vancouver, B. C.

We have delayed answering your letter of May 5, 1949, until informed by the solicitor for the purchaser that the conveyance signed by you was approved by the Registrar of Lands.

Mr. Cameron advised us on May 11 that the Deed has been registered and we now enclose Custodian cheque in the sum of \$3432.49, being the balance of the purchase price. We also enclose a statement of your account as requested.

Would you kindly acknowledge receipt of this cheque.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC
Enc. statement
cheque \$3432.49

REFER TO FILE NO.

YOUR FILE NO.

LAW OFFICES
IAN CAMERON & CO.
VANCOUVER, B. C.

EVACUATION SECTION	
Recd.	MAY 12 1949
File No.	1368
Ans.	<i>Whe</i>
Refused	

11th May, 1949.

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

ATTENTION - MRS. A.G. McARTHUR

Gentlemen:

We have registered the Deed covering Lot
8, Block 92, District Lot 301, Group 1, Plan 187,
District of New Westminster, executed by Hachiro
Miyazawa, of to-day's date and we are enclosing
Vacating Certificate with memorandum attached.

Yours very truly,

IAN CAMERON & CO.

Per: D. Blyth

IC/DB

*Vacating Cert filed on Real Prop.
Section*

1368

April 28, 1949.

DELIVERED BY HAND

Messrs. Ian Cameron & Co.,
Barristers & Solicitors,
614 West Pender Street,
Vancouver, B. C.

Dear Sirs:

Re: Lot 8, Block 92, District Lot 301,
Group 1, Plan 187, District of New
Westminster, and Hashiro Miyasawa.

We are pleased to be able to return to you Deed covering
the above-described property, executed by Hashiro Miyasawa.

We also enclose Certificate vacating the interest of
the Custodian in triplicate, one copy being for filing with
the Registrar immediately preceding the Deed, one copy to be
returned to this office endorsed with the date and number of filing,
and the third copy for your own file record.

Would you kindly advise us when this Deed has been
approved by the Registrar in order that we may send the balance
of the proceeds from sale to Mr. Miyasawa.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC
Enc. Deed
Vacating Certificate.

P.O. Box 237,
Kamloops, B.C.
April 10, 1949.

A.C. McArthur,
Office of Custodian,
506 Royal Bank Bldg.,
Hastings and Granville.
Vancouver B.C.

EVACUATION SECTION	
Rec'd	APR 12 1949
File No.	
Ans.	
Referred	

Dear Sir:

In answer to your letter dated April 5
on the duplicate deed for my signature, I wish to
inform you that I have an agreement with George
Wong alone and not with Paramount Cleaners Ltd.
as stated in the deed. Since the deed states that
my agreement is to be with George Wong and Para-
mount Cleaners Ltd. I refuse to sign the deed.

Yours very truly,

S. Miyazawa

1368
Your File 757a.

March 12, 1949.

Messrs. Ian Cameron & Co.,
Barristers and Solicitors,
614 West Pender Street,
Vancouver, B. C.

Dear Sirs:

ATTENTION: MR. IAN CAMERON

Re: City of Vancouver Lot 8, Block 92, D.L. 301,
Group 1, New Westminster District, Plan 187,
known as 3223 Fraser Avenue, Vancouver, B.C.

We have today received a cheque from Mr. George Wong
in the sum of \$3432.49, being the amount of the final installment
and interest under the Agreement for Sale covering the above-
described property.

Mr. Wong has asked that title issue in the name of
Paramount Cleaners Ltd. but we have no particulars of the incorporation
of this company and cannot say whether this is the correct name.

We wish to inform you, as Mr. Wong's solicitor, that the
Custodian will have no objection to the conveyance being drawn from
Miyasawa direct to the purchaser and this office will be pleased
to submit the document to Miyasawa for execution. In the meantime
the funds now on hand will be held until the deed is returned signed.

With reference to the Custodian's Vesting, a certificate
vacating the Custodian's interest will be prepared in triplicate
and forwarded to you for filing immediately preceding registration
of the deed. When this is done, would you please be good enough
to mark one copy with the number and date of filing and return it
to us for our file record.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/C

Paramount Cleaners Ltd.

WHOLESALE

Phone FAirmont
0372



Plant and Office:
3223 Fraser Ave.

Vancouver, B.C.

March 9th, 1949.

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

MAR 10 1949
1368/06096
Ans. Hachiro Miyazawa
Replied

Dear Sirs,

Re Sales Agreement Hachiro Miyazawa & George Wong.

I am enclosing herewith cheque of \$3432.49 covering final installment payment \$3333.33 plus interest \$99.16 on lot 8/92/301, 3223 Fraser Ave., Vancouver, B.C.

— 51 BNW —
Kindly have Deed and Title made out to Paramount Cleaners Ltd. for this property had been held by me in trust for the Paramount Cleaners Ltd. Our solicitor, Mr. Ian Cameron will communicate with you in this regard.

Yours very truly,

George Wong

Mar 11/49.
Mr Shears has instructed that it will be in order
for Miyazawa to convey direct. OK

Paramount Cleaners Ltd.

WHOLESALE

Phone FAirmont
0372



Plant and Office:
3223 Fraser Ave.

Vancouver, B.C.

March 9th, 1948.

The Custodian of Japanese Property,
Vancouver, B.C.

EVACUATION SECTION	
MAR 10 1948	
File No.	1368/06096
Ans.	
Referred	<i>[Signature]</i>

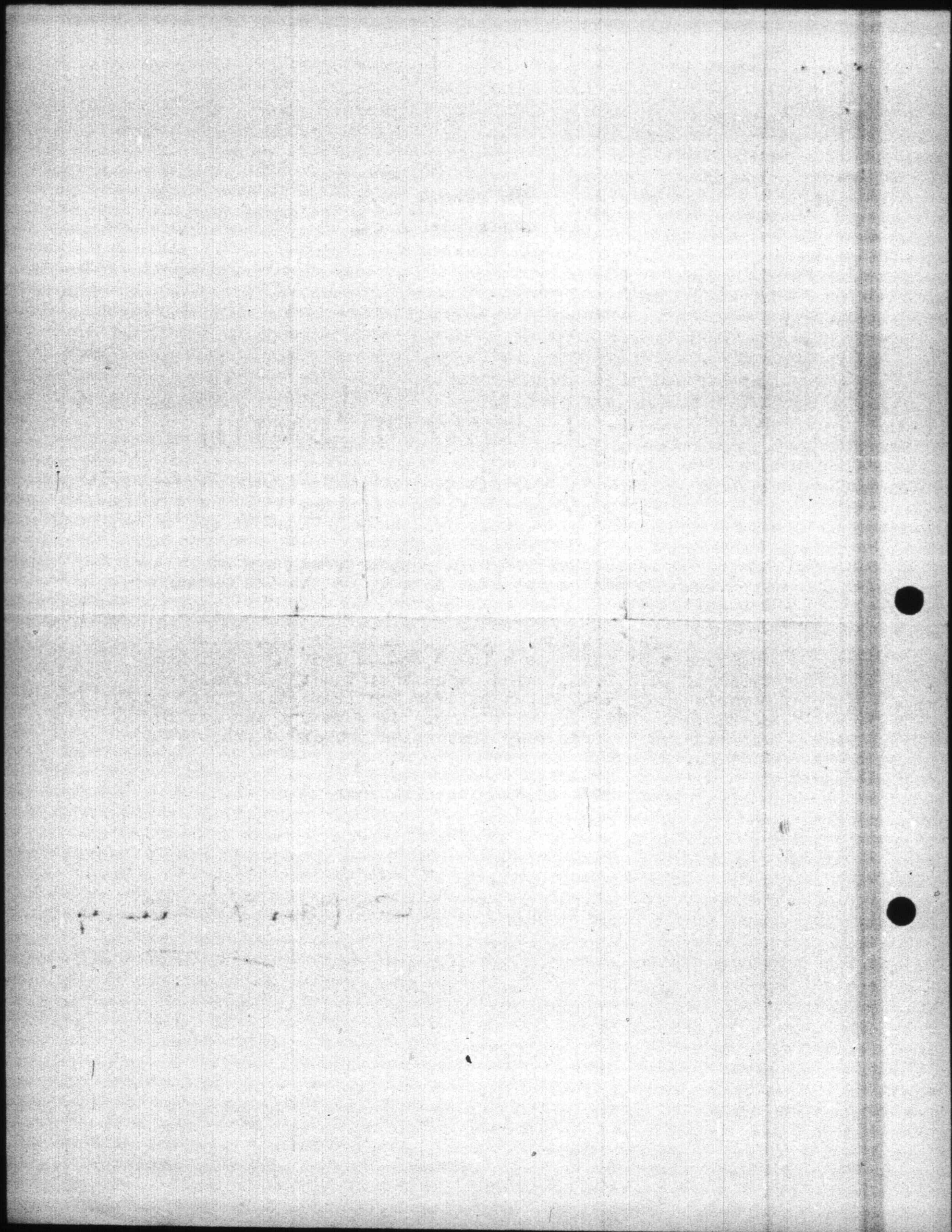
Dear Sir:

Re Sales Agreement- George Wong & Miyazawa *Hachino*
Lot 8/92/301 and contents.

I beg to enclose herewith cheque for \$3515.62 covering payment 2nd instalment on principal \$3316.67 and interest to date \$198.95 as estimated by your accounting department.

Yours very truly,

George Wong



MEMORANDUM

File No. 1368

September 8, 1947.

Re: 3223 Fraser Avenue, Vancouver.

Mr. C. I. Cameron, Solicitor for the purchaser of the above property, telephoned this office to ask whether the overpayment on the Agreement for Sale had been applied on the principal or on the interest. Mr. Good informed me that it was applied on the principal and this information was passed on to Mr. Cameron. Mr. Cameron stated that he would be forwarding cheque to cover interest due September 9 tomorrow and that the balance of the principal would be paid in two equal payments of \$3325.00. This information was relayed to Mr. Good who said that it would be quite in order.

/AG



Mallis M. Lefebvre

Barrister, Solicitor
Notary

422 METROPOLITAN BUILDING
837 WEST HASTINGS STREET
VANCOUVER, B. C.

June 2, 1947.

EVACUATION SECTION	
Rec'd.	JUN 2 1947
File No.	1368
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>

Office of Custodian, Attention Mrs. McArthur,
506 Royal Bank Bldg.,
Vancouver, B.C.

Re H. Miyazawa & Wong, File 1368.

Dear Sir:

Yours of the 28th ult. duly received
with cheque \$35.10, which I am forwarding to
Wong's Solicitors.

There are no adjustments to be made in
this matter other than the payment of \$35.10,
Miyazawa's share of the 1947 taxes. I have sent
you a copy of the Agreement which calls for first
payment of \$3333.34. In place of this, Cameron & Co.
sent a cheque payable to you for \$3350.00, leaving
a balance overpaid of \$16.66. This small balance
can be either applied to principal or, if you
prefer it, you could issue a cheque for \$16.66
payable to Wong, which would leave a payment in
conformity with the Agreement.

I am enclosing my account, which I am
placing at the nominal sum of \$30.00 and will be
pleased to receive cheque at your convenience.

Yours very truly,

[Signature]

WWL/F.
Encls.

1368

May 28, 1947.

Malis W. Lefebvre, Esq.,
Barrister Solicitor, Notary,
422 Metropolitan Building,
837 W. Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: H. Miyazawa, and Wong, and
3223 Fraser Ave., Vancouver.

We acknowledge your letter of May 23rd advising that Mr. Miyazawa's share of the 1947 taxes on the above property amount to \$35.10.

We accordingly enclose Custodian cheque payable to the purchaser George Wong, which we would ask you to please hand to the solicitors for the purchaser.

We do not appear to have received a statement covering the sale showing adjustments, disbursements, legal fees or balance payable under the terms of the Agreement. You will recall that the down payment was the round sum of \$3350.00. It may be that you have reported direct to Miyazawa in this connection and if so would you kindly send a copy for our file in order that we may be prepared to make the collections of interest and principal when they fall due.

Mr. Miyazawa has recently asked for his entire credit with the Custodian and this was sent to him on May 22nd with the exception of \$56.19, \$35.10 of which is taken up by the enclosed cheque.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM:AH
encl. Cheque \$35.00 payable to George Wong.

1368

April 23, 1947.

Mr. Hashiro MIYAZAKI,
Reg. No. 00096,
P.O. Box 237,
Sanloops, B.C.

Dear Sir:

Re: Property at 3221 Fraser St., Vancouver.

Attached is a copy of a bill submitted by Mr. Lefaux covering services rendered from 1942 to January 29, 1947. As it appears to be a reasonable charge we are paying this from your account in this office. The original bill will be receipted by Mr. Lefaux and returned for the file record. There will probably be further charges relative to arranging the Agreement for sale and we presume you will wish to have these paid from your account here as we understand that Mr. Lefaux retained no funds from the purchase price to cover his services.

Relative to the Agreement the sum of \$3350.00 has been received for your account and also a cheque covering the balance of rent up to March 9, 1947. The lump sum of \$3350.00 was paid over without consideration having been given to adjustment of 1947 taxes, but this matter will be dealt with by the solicitors and you will be given a detailed statement.

The agreement provides for annual payments of principal, the first payment being represented by the above cheque and the second payment being due on the 9th day of March 1948 and the balance on the 9th day of March 1949 with interest at 6% per annum. The interest is payable on the 9th days of September and March of each year. A copy of the agreement is enclosed for your information the duplicate original being held on our file. Your interest as unpaid vendor is covered by insurance carried by the purchasers with loss payable to the Custodian.

When all payments are completed in 1949 you will be required to give a deed transferring the property to the purchasers.

Mr. Hachiro MIYAZAWA,

2.

April 23, 1947.

When we have received the statement of adjustments from the solicitors it will be forwarded to you together with a copy of your account with Mr. Lefebvre up to date.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM:AH

encl. Copy of agreement.
Copy of Mr. Lefebvre's bill to January 29, 1947.

April 22, 1947.

Wallis W. Lefebvre, Esq.,
Barrister, Solicitor & Notary,
422 Metropolitan Building,
837 West Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: 3223 Fraser Avenue, Vancouver, B.C.,
and Hachiro MIYAZAWA. File #1368.

We acknowledge your letter of April 13, and enclose herewith our cheque in the sum of \$50.00 covering your attached bill. The account of Hachiro Miyazawa has been debited with this amount and Mr. Miyazawa informed. Would you please return your receipted bill.

Receipt of cheques in the sums of \$3350.00 and \$150.00 is acknowledged and these amounts have been credited to Miyazawa's account here. We enclose our official receipt to cover these cheques.

We note that no adjustments have been made up to the date of the Agreement, namely, March 9, 1947, and we would be glad to have a statement regarding this for our file. Mr. Cameron's office was advised that taxes for 1946 were paid but Mr. Wong will be entitled to an adjustment up to March 9, 1947, which, on the basis of 1946 taxes, we figure will amount to \$26.02. Fire insurance on both property and equipment was renewed on March 10 for the account of the purchaser.

The copy of the Agreement on our file has not been signed by the purchaser. Have you a duplicate copy which we can have or from which this can be completed. We do not appear to have been informed of the registration of the Agreement.

W. H. Lefsaux, Esq.

2.

April 22, 1947.

If there are further solicitor's charges to be met from Mr. Miyazawa's account here, please let us know.

We also enclose herewith our official receipt for \$39.00, relative to rents as set out in your letter of January 29, 1947.

Yours very truly,

A. G. SCARTWELL,
Office of the Custodian.

AGM/AC

*W. H. Lefsaux to Apr 21/47 with
copy of Agt of Sale recd & ackn.*

13884 - 1368 ✓ *file*

April 21st, 1947.

Mr. Jisaburo WAKABAYASHI,
Registration No. 10034,
c/o 133 Victoria Street,
Kamloops, B. C.

Dear Sir:

We wrote to you on April 2nd in connection with a claim of \$41.55 lodged against you by Mr. Hachiro MIYAZAWA but up to the time of writing no reply has been received from you.

Please let us know if this claim is correct and if so what arrangements you are able to make for its settlement.

Yours truly,

E. Robertson,
Office of the Custodian

/ER

March 10th, 1947.

Re: 3223 Fraser Avenue, Vancouver, B.C.
Lot 8, Blk. 92, D.L. 301
Hachiro MIYAZAWA - Reg. No. 06096

AGREEMENT FOR SALE - March 9, 1947

TAXES: 1942 to 1946 taxes inclusive have been paid from funds standing to Miyazawa's account with the Custodian. Additional taxes of \$20.16 and \$17.58 for 1945 and 1946 respectively were paid by the tenant due to the erection of an additional building by the former tenant, Mr. Weir (see letters attached to Mr. Weir's letter on file dated June 17, 1944).

1946 taxes - \$157.22 (less \$17.58 add'l taxes paid by Mr. Wong).

WATER, ELECTRIC LIGHT, GAS, TELEPHONE: These accounts all paid by tenant in accordance with the terms of the Lease dated March 14, 1942.

FIRE INSURANCE:

Coverage at time of vesting: Building \$2000.00
Equipment 3000.00

Coverage was increased by Mr. Lefaux when renewing policies in March 1945, as follows:

Milwaukee Mech. Pol. 31793	- \$5000.00 on building, furn. & fixtures
Bankers & Traders 32-34088	- \$5000.00 - do -

Premiums \$44.57 each policy - totalling \$89.14. Premiums were paid from funds standing to Miyazawa's credit in this office.

Mr. Lefaux renewed this insurance in March 1946 for the same amounts, in the same companies.

NOTE: According to a letter on file from Parsons Brown Limited (agent) dated March 19, 1946 endorsements were added to the above policies making the insured read "Paramount Cleaners Limited and The Secretary of State of Canada acting in his capacity as Custodian", the reason being that the Paramount Cleaners have an insurable interest in the property and in the event of a loss the adjustment would be much easier for the insurers. Parsons Brown Limited stated this did not in any way prejudice the position of the Custodian as a release would have to be secured from both parties. They also added Supplemental coverage by endorsement at an additional premium of \$4.00 (\$2.00 per policy) so that they would read concurrently with the other policies which were written by another company in the name of Paramount Cleaners and stated they were arranging with the other agent for Paramount Cleaners to have their policies endorsed showing the interest of the Custodian. The total coverage on the property is now \$19,700.00. A copy of Parsons Brown Limited letter of March 19, 1946 was sent to Mr. Lefaux for his information.

This insurance has been renewed for another year, namely to March 10, 1948. As the real property and equipment are now being sold under an Agreement for Sale the premiums amounting to \$93.67 will be for the account of the purchaser, Mr. George Wong.

2 R.

31st January, 1947.

Mr. Hachiro MIYAZAWA,
Registration #06096,
Box 237,
Kamloops, B.C.

Dear Sir:

This will acknowledge receipt of your letter of the 20th instant, in which you inform us that you have cancelled Power of Attorney which Mr. Lefaux was exercising on your behalf.

We are enclosing Statement of your account showing balance in your favour of \$482.59 and this balance includes payment of rentals on your dry-cleaning plant in advance to February 7th next.

Mr. Lefaux has advised us that he has heard from you in regard to cancelling his Power of Attorney and has submitted his account for his fees in the sum of \$50.--. This we presume you will consider to be in order for his work on your behalf including his services when the Assignment of Lease Option was increased from \$7,500.-- to \$10,000.--.

In regard to this lease option, Messrs. Ian Cameron & Co., Solicitors acting on behalf of Mr. George Wong, have advised us that on January 8th of this year they personally served Mr. Lefaux, representing you at that time by virtue of his Power of Attorney, with Notice that their client was exercising his option. Mr. Lefaux has confirmed with us the receipt of this Notice on the date mentioned and that Mr. Wong exercised his option 60 days before the lease expiry date.

Messrs. Ian Cameron & Co. have also made a demand for an Agreement of Sale in accordance with the terms of the option for the purchase of the property for the sum of \$10,000.-- payable 1/3rd cash on the 9th March next, 1/3rd payable one year from the 9th March and the balance in the March of the following year together with interest at the rate of 6%, thus bringing the total purchase price within the period of two years. Interest is to be paid half yearly.

It will be necessary for legal documents to be drawn covering this Agreement of Sale for \$10,000.-- and signed by yourself, and it would appear desirable for this to be done on your behalf by a qualified Solicitor and we are suggesting that for this purpose you may wish to retain Mr. Lefaux to act on your behalf.

The initial payment and the payments of the instalments as they become due could be collected directly by this office if you so wish and we will also collect the balance of the rentals up until the lease expiry date of March 9th next.

Box 237,
Kamloops, B.C.
January 20, 1947

Mr. E. Robertson,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

EVACUATION SECTION	
DATE	JAN 27 1947
FILE NO.	1368
ANS.	31/1/47 Hyatt
REFERRED	Robertson

Gentlemen

Re File: 1368

Please be informed that as of today, I have cancelled my Power of Attorney, vested by me to Mr. W.W. Hefaux, 422 Metropolitan Building, Vancouver, will therefore, kindly look after my affairs, & receive my rent money direct.

I have this day, also informed Mr. W.W. Hefaux, of the above arrangements.

Please be informed that I have rec'd the cheque for \$100, sent by you on the 14th. Kindly confirm this arrangement.

Yours truly

H. Miyazawa

06096

How does this affect accepting
notes & exchange & other
in Jan 9/47 and completion
of transaction?

This is signed by Jiro Miyazawa
25 yrs old son in Kamloops
formerly in business with father

for J.M.

Mallis M. Lefebvre

Barrister, Solicitor
Notary

TELEPHONE: PACIFIC 4434

422 METROPOLITAN BUILDING
837 WEST HASTINGS STREET
VANCOUVER, B. C.

January 29, 1947.

Custodian of Enemy Property,
Office of Custodian,
Administration Dept.,
506 Royal Bank Bldg.,
Vancouver, B. C.

CYRILLIC INDEX	
Date	JAN 30 1947
File No.	1368
Ans.	✓
Referent	McArthur

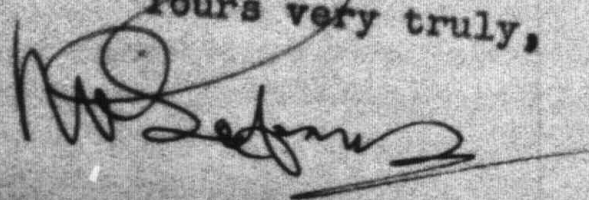
Re H. Miyazawa - File 1368.

Dear Sir:

Confirming our recent interviews, I beg to advise you that I received a notification from George Wong's Solicitor in the afternoon of January 8th last, copy of which I am enclosing herewith, advising that his client would exercise the Option to purchase the premises covered by the Lease and Option Agreement and in which it was provided that in the event of the Option being exercised the holder of the Option was to give 60 days' notice in writing before the Lease expiry date, viz., - March 9, 1947. I advised Mr. Miyazawa of receipt of this notice and stated I would draw the necessary Agreement. Miyazawa has made no comment on my letter except to ask for particulars of the date of notification but has sent me a letter cancelling my Power of Attorney and terminating my retainer as his Solicitor. I understand he intends to leave his affairs entirely in your office in the future.

I have collected rent for this month up to and including January 3rd, amounting to \$40.00, and am enclosing my cheque, after deducting the usual commission, for \$39.00 with Rental Statement in duplicate. You will notice Wong is four weeks' in arrears with this month's rent. I am advising Wong, through his Solicitor, to make payments directly to you in future. If there is any further information you require, I shall be pleased to do my best to give it to you. I am enclosing my account in duplicate, which I am placing at the nominal sum of \$50.00. I do not think this man should have any complaint to make on that score.

Yours very truly,



WWL/F.
Encls.

614 West Pender Street

C
O
P
Y

LAW OFFICES
IAN CAMERON & CO.
VANCOUVER, B.C.

EVACUATION SECTION	
Rec'd	JAN 30 1947
File No.	1368
Date	
Initials	

January 8th 1947

W.W. Lefaux Esq.,
Barrister & Solicitor,
Vancouver, B.C.

Dear Sir:

re: Hachiro Miyazawa & George Wong

Kindly be advised that George Wong, hereby exercises his option to purchase the premises known as 3223 Fraser Avenue, Vancouver, B.C. and known and described as Lot Eight (8) of Block Ninety-two (92) of sub-division of District Lot Three hundred and one, Vancouver, British Columbia for the sum of Ten Thousand Dollars payable in accordance with the terms of the written option set forth in an agreement dated the 14th day of March 1942, between Hachiro Miyazawa of the first part and Cecil Franklin Weir and Emmanuel Lawtez, and subsequent documents between the said parties giving the said Cecil Franklin Weir the right to assign and the said George Wong the right to purchase.

This letter is to be notice to the said Hachiro Miyazawa of the fact that the said George Wong hereby exercises his option to purchase and will make the payment required thereunder on their due dates.

George Wong

by "Charles Ian Cameron" his Solicitor

IC/ras

1368

REFER TO FILE NO.

YOUR FILE NO.

LAW OFFICES

IAN CAMERON & CO.

VANCOUVER, B.C.

614 WEST PENDER STREET
JAN 31 1947
1368
per to you

30th January 1947

The Custodian of Enemy Property
506 Royal Bank Building,
Vancouver, B.C.

Attention: Mrs. MacArthur

Dear Sir:

re: HACHIRO MIYASAWA and GEORGE WONG

In this matter Mr. W. W. Le Feaux has been acting for the Japanese who gave an option to our client, Mr. George Wong, to purchase this property. Under the terms of the option, notice that our client intended to exercise the option was to be given 60 days prior to the 9th day of March 1947.

The Writer personally served the notice on Mr. Le Feaux that our clients were exercising their option on the 8th day of January 1947. As you know Mr. Le Feaux was Solicitor for and we understand he held a Power of Attorney for the Japanese. We have now been advised by Mr. Le Feaux that his client has terminated his retainer and is leaving his affairs entirely in your hands.

Our clients have made large expenditures of money in connection with their business on this property and wish to obtain a duly signed and executed agreement to purchase for the sum of \$10,000 payable, one-third cash on the 9th March; one-third payable one year from the 9th March and the balance in the March of the following year, together with interest at the rate of 6%. This brings the total purchase price within the period of two years. Interest is payable half yearly.

We now make formal demand for an Agreement in accordance with the terms of the option.

We do not wish this matter to be delayed and then have any difficulty at the last minute and for that reason we would be pleased to hear from you at your earliest possible convenience.

Yours truly,

IAN CAMERON & CO.,

per Ian Cameron

10/ras

File 1368

January 10, 1947.

MEMORANDUM.

Re: Hachiro MIYAZAWA, #06096.

Mr. Lefaux called to see Mr. Shears regarding the lease option held by George Wong on property at 3223 Fraser Avenue, Vancouver, described as Lot 8, Blk. 92, D.L. 301.

The lease option will expire on March 9, 1947 and calls for a 60 day notice to exercise the option. Mr. Lefaux stated that Mr. Wong desired to exercise the option and that he on behalf of Hachiro Miyazawa would agree to accept the notice and to proceed to prepare the agreement for sale which will provide for payment of \$10,000 payable 1/3 within the first year and 2/3 within the succeeding two years with interest at 6% per annum. It was arranged that the payments under this agreement would be collected by Mr. Lefaux and remitted to this office in continuation of the practice in respect to the lease-hold.

[Signature]
A. G. McArthur.

AGM:AH

*Jan 28/47.
Mr. Lefaux states that he received notice of exercising
option from the tenant on Jan 8th. This appears to have
met the 60 day notice required in the lease option.
[Signature]*

1368

March 30th, 1946.

Wallis W. Lefaux, Esq.,
837 West Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: H. Miyazawa - Dry Cleaning Plant at
3223 Fraser Avenue, and Paramount
Cleaners.

With reference to your letter of March 27th we enclose a copy of a letter received from Parsons Brown Limited on March 28th which explains why the two policies in question have been endorsed in the names of The Secretary of State of Canada, acting in his capacity as Custodian, and Paramount Cleaners.

The whole of the property, including the plant, is now covered for a total of \$19,700.00 and as all the insurance companies concerned are of the opinion that with the policies endorsed by both parties, in the event of a loss the adjustment will be simpler without prejudice to either party, we trust you are in agreement with the proposed endorsement.

Yours truly,

P. Douet,
Administration Department

PD/ER
Enc. 1

PARSONS, BROWN LIMITED

We Insure Everything



PUBLIC LIABILITY - AUTOMOBILE

GUARANTEE BONDS - FIRE - MARINE - ACCIDENT - BURGLARY - LIFE - HOLDUP - SICKNESS - ELEVATOR - PLATE GLASS

CHIEF AGENTS
ROYAL PLATE GLASS & GENERAL
INSURANCE COMPANY OF CANADA
CANADIAN MANAGERS
COMMERCIAL CASUALTY INSURANCE CO.
MILWAUKEE MECHANICS INSURANCE CO.

TELEPHONE EXCHANGE - MARINE 9211
535 HOMER STREET
VANCOUVER, B.C.

March 19, 1946

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

EVACUATION SECTION	
Rec'd	MAR 28 1946
File No.	1368
Ans.	6141-6
Referred	to

Attention: Mr. P.O. Douet

Dear Sir:

Re: Milwaukee Mechanics Policy No. 34715 - \$5000.00
Bankers and Traders Policy No. 32-35498- \$5000.00

Referring to your letter of the 18th instant, regarding the above policies, we are endorsing these policies as follows. It is understood and agreed that the correct name of the insured is Paramount Cleaners Limited and The Secretary of state of Canada acting in his capacity as custodian. The reason being, is that the Paramount Cleaners have an insurable interest in this property and in the event of a loss, the adjustment would be much easier for the insurers. This does not in any way prejudice the position of the Custodian as a release would have to be secured from both parties.

We are also adding supplemental coverage to these policies, making an additional premium of \$4.00. This is, so that, they will read concurrently with the other policies which have been written by another company in the name of the Paramount Cleaners. We are arranging with the other agent for the Paramount Cleaners to have their policies endorsed, showing the interest of the custodian.

Thank you for your assistance in this matter and trusting that the above explanation will be quite in order.

Yours very truly,

W.R. JOHNSTON

WRJ/EB

OUR NEW ADDRESS 535 HOMER ST. (NEAR PENDER ST.)

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

March 18, 1946.

Attn: W. E. Johnston.

Parsons, Brown Limited,
535 Homer Street (near Pender)
Vancouver, B.C.

Dear Sirs: Re: Milwaukee Mechanics Policy No. 34715 - \$5000.
 Bankers & Traders Policy No. 32-35498 - \$5000.

Respecting our telephone conversation of this morning, as arranged we return above policies relating to the building and equipment at 3223 Fraser Avenue, Vancouver, for you to attach the necessary endorsements and forward us the revised account in view of the slightly increased premium, due to further coverage discussed on the telephone.

When returning these policies with endorsements and your revised account we shall be glad if you will write us explaining the necessity of the endorsements due to the separate insurance taken out by the Paramount Cleaners, who as you are aware have an option to purchase this property.

Yours truly,

P. Douet,
Administration Department

PD/ER

February 16, 1946

W. W. Lefaux, Esq.,
837 W. Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Bankers & Traders Policy 32-34088 and
Milwaukee Mechanics' Policy 31793, each
covering for \$5000.00 on building, fur-
niture and fixtures at 3223 Fraser Ave.,
Vancouver, B.C.

The above fire insurance policies are both due for renewal on March 10th, and if you are in agreement we propose to renew these for another year, paying the premiums from funds we have on hand in Mr. H. Miyazawa's account. Should you consider it advisable to increase the coverage, perhaps you will kindly let us know, but in view of the fact that the tenants have the option to purchase this property for \$10,000.00 we take it that these two policies for \$5000.00 each are sufficient.

Yours truly,

P. Douet,
Administration Department

PD/ER

NAME MIYAZA, Hachiro

REGISTRATION NO. 06096

FILE NO. 1368

The following chattels were sold by public
auction at Vancouver, B. C. on December 7th, 1946.

Curtains etc.

\$ 1.00

Total

\$ 1.00

Less Expenses: (Auctioneer's Fee \$.10
(Advertising .04
(Moving .13

\$.27

Net Proceeds Credited:

\$.73

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 56

Remarks.

FIRE
AUTOMOBILE
AVIATION
CASUALTY
INLAND MARINE
SURVEYS
ARBITRATIONS

TURNER, MEREDITH & CO.

INSURANCE ADJUSTERS

Telephone: Pacific 8348

EVACUATION SECTION

Rec'd AUG 1 1945

1368

14801

Shurt

Rogers Building

470 GRANVILLE STREET

VANCOUVER, B. C.

REFER TO FILE NUMBER 3862

Handwritten: New file No.

August 10th, 1945

Secretary of State of Canada,
506 Royal Bank Bldg.,
VANCOUVER, B. C.

Attention: Mr. Douet

Gentlemen: Re: One storey brick building
occupied as a cleaning plant
situate at rear of 3223 Fraser
Avenue, Vancouver, B.C.

A small fire occurred at the above
mentioned location, the damage being \$50.00. This
property is covered by the Milwaukee Mechanics'
Insurance Company and the Bankers and Traders In-
surance Company.

We are enclosing Proof of Loss forms,
kindly have these properly signed, witnessed etc.
and return to us at your convenience.

Yours very truly,

Handwritten signature of J. H. Turner

TURNER, MEREDITH & CO.

PHT/IR
Encls.

1368

July 30th, 1945.

Wallis W. Lefeaux, Esq.,
Barrister & Solicitor,
837 Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: H. Miyazawa, Fraser Ave. property.

We are in receipt of your letter of the 18th instant and would advise that this office has no objection to the arrangement whereby an addition to the buildings is to be made at a cost of approximately \$1,500.00. It is noted that the present tenant will effect this improvement and that Miyazawa agrees to drop his claim for \$500.00 under the Bond entered into recently by the present tenant.

Yours truly,


P. Douet,
Administration Department.

PD:O'B

*agreed by
his rights
C.*

Mallis M. Lefebvre

Barrister, Solicitor
Notary

C. Paul 640.28

TELEPHONE: PACIFIC 4434

422 METROPOLITAN BUILDING
837 WEST HAYWARD STREET
VANCOUVER, B. C.

VACUATION SECTION	
JUL 19 1945	
FILE NO.	1368
<i>[Signature]</i>	

July 18th, 1945.

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

Re: H. Miyazawa Fraser Ave. Property.
File 1368.

Dear Sir:

The present occupants of the above property have made a proposal to Mr. Miyazawa to effect some improvements by making an addition to the buildings. I have corresponded with Miyazawa in this matter, and he is quite agreeable.

The arrangement is that an addition to the buildings is to be made at an expense of approximately \$1,500.00, which will of course become part of the property. The plan is that the present tenant will effect this improvement, and Miyazawa agrees to drop his claim for \$500.00 under the Bond entered into by the present tenant, to be forfeited if he does not exercise the option to purchase which he holds. My opinion is that this arrangement is quite beneficial to Miyazawa, and I would appreciate your confirming same if you agree with me.

Yours very truly,

[Signature]

WWL:NS

Wallis M. Lefebvre

Barrister, Solicitor
Notary

422 METROPOLITAN BUILDING
837 WEST HASTINGS STREET
VANCOUVER, B. C.

EVACUATION SECTION	
RECEIVED	MAY 11 1945
FILE NO.	1368
APPROVED	Johnston

May 10th, 1945.

The Custodian,
Japanese Evacuation Section,
Royal Bank Bldg.,
VANCOUVER, B. C.

Assn. M. Johnston

Re: H. Miyazawa, 1368, and re.
3223 Fraser Ave. property.

Dear Sir:

I understand there was some slight damage done to the property of the above-named yesterday in a fire. The Fire Warden's office advised me they were communicating with you, and as you have the insurance policies I presume you will be notifying the Insurance Companies.

Yours very truly,

Wallis M. Lefebvre

WWL:NS

Wallis M. Lefebvre

Barrister, Solicitor
Notary

422 METROPOLITAN BUILDING
837 WEST HASTINGS STREET
VANCOUVER, B.C.

April 28, 1945.

Custodian of Enemy Property,
Japanese Evacuation Section,
Royal Bank Bldg.,
Vancouver, B. C.

EVACUATION SECTION

Rec'd APR 30 1945

File No. 1368

Ans.

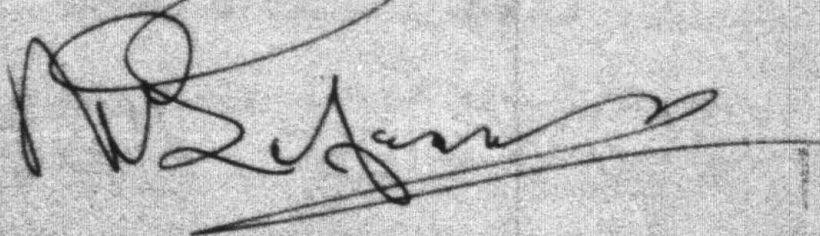
Referred to Johnston

Attention Mr. Johnston.

Dear Sir: Re Miyazawa & Weir. File 1368.

Pursuant to our recent conversations and correspondence I am enclosing herewith copy of the supplementary Agreement between the above-named dated March 31, 1945, also copies of Assignment, Weir to Wong, dated April 19, 1945, and Bond of Indemnity by Wong.

Yours very truly,



WML/F.

Encls.

MEMORANDUM OF AGREEMENT made in triplicate this
31st day of March, A. D. 1945:

Between:-

HACHIRO MIYAZAWA, Retired, of
Kamloops, in the Province of
British Columbia,

(Hereinafter called the Party
of the First Part)

OF THE FIRST PART,

And:-

CECIL FRANKLIN WEIR, Trading and
carrying on business as United
Cleaners, of 3223 Fraser Avenue,
in the City of Vancouver, Province
aforesaid,

(Hereinafter called the Party
of the Second Part)

OF THE SECOND PART.

WHEREAS by Lease dated the 14th day of March,
1942, made between the Party of the First Part as
Lessor, and Cecil Franklin Weir and Emmanuel Lawtez,
as Lessees, the Party of the First Part did lease and
give an option to purchase unto the said Cecil Franklin
Weir and Emmanuel Lawtez, the lands and premises known
as 3223 Fraser Avenue, Vancouver, B.C., and being
Lot Eight (8), of Block Ninety-two (92), of Sub-division
of District Lot Three Hundred and One (301), from the
9th day of March, 1942, for the term of five years
thence ensuing.

AND WHEREAS the Party of the First Part did by
agreement dated the 14th day of March, 1942, made between
the Party of the First Part, and the said Cecil Franklin
Weir and Emmanuel Lawtez, enter into an agreement for
the use and ultimate transfer of certain equipment
therein set out.

AND WHEREAS by assignment dated the 2nd day of
May, 1942, the said Emmanuel Lawtez did assign to the

said Cecil Franklin Weir all his right, title and interest in the lands and option above referred to, and did on the 2nd day of May, 1942, assign to the said Cecil Franklin Weir all his right, title and interest in the above referred to agreement dated the 14th day of March, A.D. 1942, which said assignments were agreed to by the Party of the First Part.

AND WHEREAS the Party of the First Part did arrange at the request of the Party of the Second Part to defer payment of certain portions of the payments for rent payable by the Party of the Second Part to the Party of the First Part for such amounts and for such times as the Party of the First Part might agree.

AND WHEREAS certain payments have now accrued and are payable under the said arrangement, and the Party of the First Part has agreed to release the Party of the Second Part from payment of the said accrued sums in consideration of the Party of the Second Part agreeing to the amount of the option set out in the above-referred to lease and option to purchase being increased from the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) to the sum of Ten Thousand Dollars (\$10,000.00). The said option to remain in all other respects as set out therein.

NOW THESE PRESENTS WITNESSETH that in consideration of the above the Party of the Second Part hereby covenants and agrees with the Party of the First Part that the amount payable to the Party of the First Part, should the Party of the Second Part decide to exercise the option to purchase set out in the said option and lease, dated the 14th day of March, 1942, shall be the sum of Ten Thousand Dollars (\$10,000.00) and not Seven Thousand Five Hundred Dollars (\$7,500.00) as set out therein, and the Party of the First Part

releases the Party of the Second Part from all claims and demands that the Party of the First Part may have against the Party of the Second Part in respect of deferred payments of rent payable by the Party of the Second Part to the Party of the First Part for the periods February 8th, 1943 to April 3rd, 1943, October 4th, 1943 to April 1st, 1944, and November 6th, 1944 to March 31st, 1945.

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

SIGNED, SEALED and DELIVERED

in the presence of:

"W. W. LEFEAUX"
Vancouver, B.C.
As to signature of
Cecil F. Weir.

"CECIL F. WEIR"

"H. MIYAZAWA"

THIS INDENTURE made in triplicate the 19 day of
April, A.D. 1945:

Between:-

CECIL FRANKLIN WEIR, of 3223 Fraser Avenue,
in the City of Vancouver, Province of
British Columbia,

(Hereinafter called the "Assignor")
OF THE FIRST PART,

And:-

GEORGE WONG, of 446 East Pender Street,
in the City of Vancouver, Province
aforesaid,

(Hereinafter called the "Assignee")

OF THE SECOND PART.

WITNESSETH that in consideration of the sum of
One Dollar (\$1.00) and other valuable considerations, now
paid by the said Assignee to the said Assignor (the receipt
whereof is hereby acknowledged) the said Assignor doth
grant unto the said Assignee, his executors, administrators
and assigns, all and singular, all right, title and interest
of the Assignor in the premises comprised in and demised by
a certain Indenture of Lease with option to purchase the
said demised premises, bearing date the 14th day of March,
A.D. 1942, and made between Hachiro Miyazawa, as Lessor,
and Cecil Franklin Weir and Emmanuel Lawtez, as Lessees,
the said Emmanuel Lawtez having duly assigned all his
right, title and interest in the said Lease to the Assignor
herein, dated the 2nd day of May, A.D. 1942, and the terms
and payments as set out in the said Lease having been
changed by Agreement between the said Hachiro Miyazawa and
the Assignor herein, and dated the 31st day of March, A.D.
1945, and copies of the said Lease, Assignment and Agreement
referred to herein are now produced and marked as Exhibits
"A", "B" and "C" respectively to this Assignment, together
with the appurtenances, to hold the same unto the said
Assignee for himself, his heirs, executors and administrators,
and the said Assignee doth hereby covenant with the said Assignor that
he will from time to time pay the rent and observe and perform

the Lessee's covenants and conditions in the said Indenture of Lease as changed and amended by the said Agreement, dated the 31st day of March, A.D. 1945.

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

SIGNED, SEALED and DELIVERED)

in the presence of:

" S H Anderson

George Wong
Heil & Davis

BOND OF INDEMNITY.

KNOW ALL MEN BY THESE PRESENTS that
I, GEORGE WONG, of 446 East Pender Street,
in the City of Vancouver, Province of British
Columbia, held and firmly bound unto Hachiro
Miyazawa, in the penal sum of Five Hundred
Dollars (\$500.00) of lawful money of Canada,
to be paid to the said Hachiro Miyazawa, or
to his certain attorney, executors, administrators
or assigns, of which payment well and truly to
be made GEORGE WONG binds his heirs, executors
and administrators and every of them, forever,
firmly by these presents.

Sealed with my seal.

DATED at Vancouver, Province of British
Columbia, this 19 day of April, A. D. 1945.

WHEREAS BY LEASE and option to purchase, dated the 14th day of March, A.D. 1942, the above-named Hachiro Miyazawa, did grant and lease with option to purchase the premises known and described as 3223 Fraser Avenue, Vancouver, British Columbia, and being Lot Eight (8), of Block Ninety-two (92), of Sub-division of District Lot Three Hundred and One (301), Vancouver, British Columbia, to Cecil Franklin Weir and Emmanuel Iawtez, AND WHEREAS the said Emmanuel Iawtez, by assignment dated the 2nd day of May, A.D. 1942, did assign all his right, title and interest in the said Lease and Option to Purchase to the said Cecil Franklin Weir;

AND WHEREAS by Agreement dated the 31st day of March, 1945, the terms and conditions of the said Lease were by Agreement between the said Hachiro Miyazawa and Cecil Franklin Weir, changed as set out in the said Agreement;

AND WHEREAS the above-named GEORGE WONG has acquired by Assignment all the right, title and interest of the said Cecil Franklin Weir in the said Lease and Option to Purchase, as changed by the Agreement above-referred to.

AND WHEREAS the said GEORGE WONG has agreed that he will exercise the Option contained in the Lease and Option to Purchase referred to for the sum of Ten Thousand Dollars (\$10,000.00), as set out in the Agreement dated the 31st day of March, A.D. 1945, or in the event of his not exercising the said Option, he will pay to the said Hachiro Miyazawa the sum of Five Hundred Dollars (\$500.00) on the date of the expiry of the said option, viz., the 9th day of March, A.D. 1947. The condition therefore of the

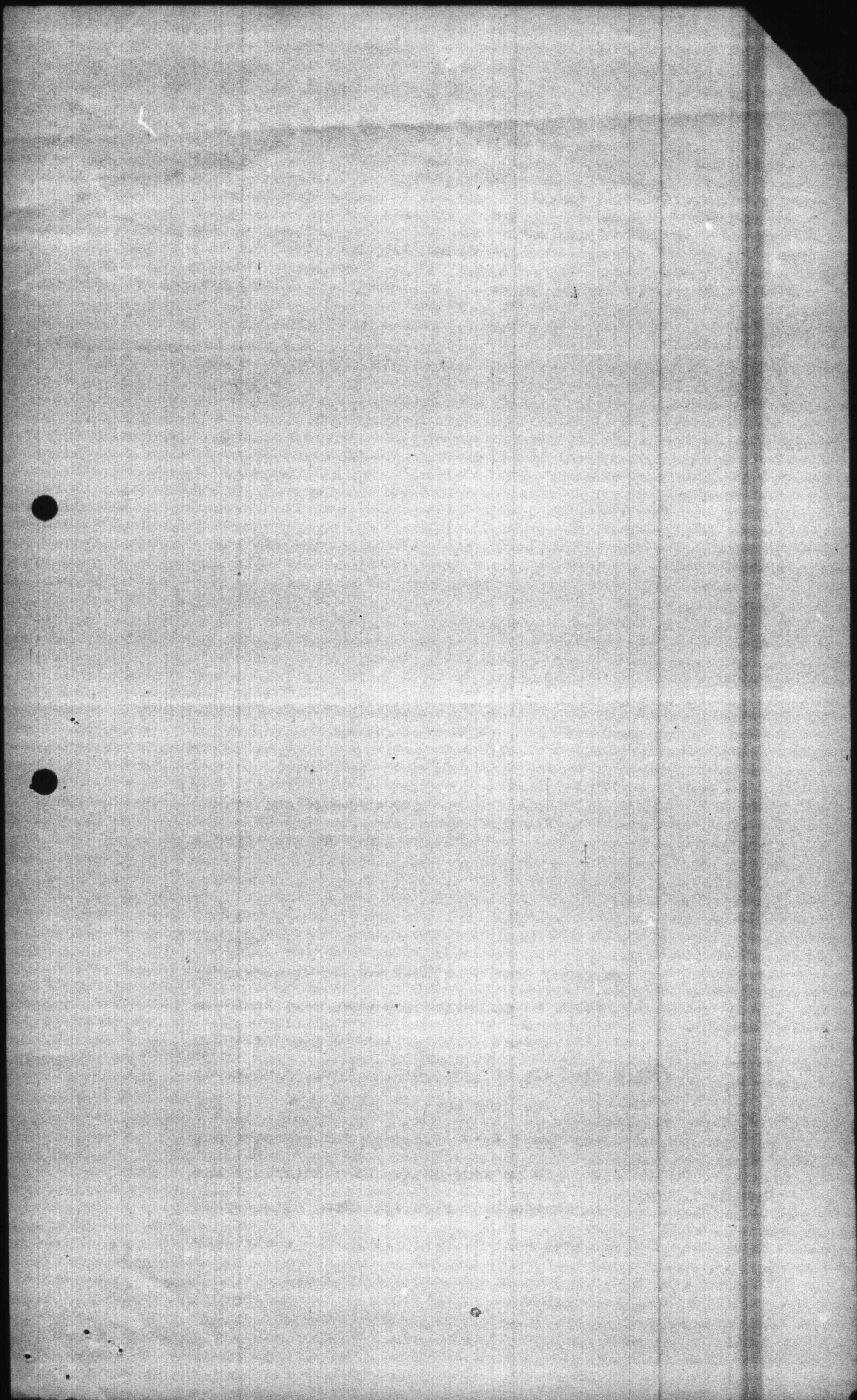
above-mentioned obligation is such that if the said George Wong, his heirs, executors or administrators, or any of them do and shall on the said 9th day of March, A.D. 1947, exercise the said option and pay the said sum of Ten Thousand Dollars (\$10,000.00) to the said Hachiro Miyazawa, his executors, administrators, or assigns, then this obligation to be void, otherwise to be and remain in full force and virtue.

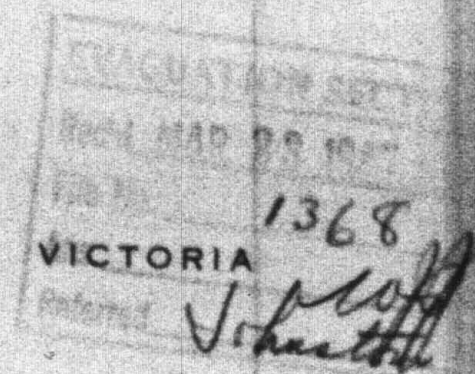
SIGNED, SEALED AND DELIVERED,

in the presence of:

S. H. Anderson

George Wong





March 22nd, 1945.

The Custodian of Enemy Property,
Royal Bank Building,
VANCOUVER, B.C.

Attention Mr. Johnstone.

Re Miyazawa and Weir.

Dear Sir,

I am sorry that I have not written you before in this matter, but have been so busy over here that it has escaped my mind until today.

On Saturday last I interviewed Mr. Weir and inspected the premises on Fraser Avenue, and also drew up the agreement and obtained Mr. Weir's signature, of which I enclose a copy. I would appreciate your looking through this and making any comments or suggestions of desirable change that might occur to you.

I expect to be in my office on Saturday morning and will give you a call.

Yours very truly,

P.S. Sorry I cannot quote your file number as I have not got it with me.

WWL/IP

File No. 1368

March 21st 1945.

MEMORANDUM

TO: File

FROM: Mr. W. J. Johnston

Re: Hachiro MIYAZAWA & Mr. C.F. Weir
and 3223 Fraser Avenue,
Vancouver, B. C.
Lot 8, Blk. 92, D.L. 301, Plan 187.

On Thursday, March 15th 1945, Miss Simons of W. W. Lefaux's office called on the writer and exhibited a Telegram dated March 14th 1945, received from Mr. Hachiro MIYAZAWA requesting Mr. Lefaux to arrange for permits for himself and son in order that they might travel to Vancouver in connection with the proposed assignment of Mr. Weir's Lease and Option to Purchase on the above-mentioned property. Miss Simons also produced correspondence relative to this matter and later furnished this office with copies of said letters and telegram which are attached hereto.

I contacted Mr. Weir and he called at our office, Friday, March 16th 1945. At a meeting in Mr. Shears' office on March 16th 1945, Mr. Shears, Mr. Wright, Mr. Weir and the writer were present, and after different aspects of the proposed assignment by Mr. Weir had been discussed, it was agreed that this office should contact Mr. Lefaux and make the following suggestion to him:

- (1) That a Contract embodying the existing arrangement be drawn by Mr. Lefaux which would include changes relating to the reduction in rent for the months of October to March inclusive and the amount of the option price fixed by the owner.
- (2) That this document be signed by Mr. Weir and then forwarded to Mr. Miyazawa at Kamloops for his signature.
- (3) That said document could then be assigned to the purchasers of Mr. Weir's interests.

P.T.O.

PARSONS, BROWN LIMITED

FRANK PARSONS

We Insure Everything

BRENTON & BROWN

COMPANIES
ROYAL PLATE GLASS & GENERAL
INSURANCE COMPANY OF CANADA
SHAW-WATSON & CO.
COMMERCIAL CASUALTY INSURANCE CO.
MILWAUKEE MECHANICS INSURANCE CO.

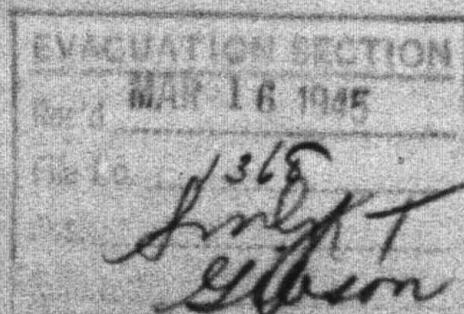
GEO. PARSONS, F. T. M. PHERSON, H. J. SEED, C. L. A. LIETZ, F. R. KARRAN, R. A. BRYSON, H. C. MACAULAY

PUBLIC LIABILITY - AUTOMOBILE



GUARANTEE BONDS - FIRE - MARINE - ACCIDENT - BURGLARY - LIFE - HOLDUP - SICKNESS - ELEVATOR - PLATE GLASS

TELEPHONE EXCHANGE MARINE 920
404 WEST HASTINGS STREET
VANCOUVER, B. C.



March 16, 1945.

Custodian of Enemy Property,
605 W. Hastings St.,
Vancouver, B. C.

Dear Sir:

Re: 3223 Fraser Avenue

Enclosed please find Milwaukee Mechanics' policy No. 31793 and Bankers and Traders policy No. 32-34088 each covering \$5000.00 on building at the above address and \$5000.00 on furniture and fixtures, together with statement for premium, amounting to \$89.14.

Trusting you will find this in order and thanking you, I remain,

Yours very truly,

W. R. Johnston
W. R. JOHNSTON

507
WRJ/MH
Encl.

NAME MIYAZAWA, Hachiro

REGISTRATION NO. 06096

FILE NO. 1368

The following chattels were sold by public
auction at 922 Powell St., Vancouver, B. C. on June 25, 1944.

2 Boxes nails	\$	2.00
2 Boxes nails		2.25
Sack of nails		2.00
Sack of nails		1.75
Sack of nails		3.00
Sack of nails		2.00
Box of nails		2.00

Total		\$	
Less Expenses:	(Auctioneer's Fee: \$ 1.50		15.00
	(Advertising: 0.30	\$	
	(Moving: 0.59		2.39
Net Proceeds Credited:		\$	12.61

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering List No.

Vancouver 25.

Remarks.

1368

Contd

United Cleaners «

WHOLESALE •

3223 FRASER STREET
VANCOUVER, B. C.

17th June 1944

EVACUATION SECTION	
Rec'd	JUN 19 1944
File No.	1368
Ans.	W.J. Johnston
Referred	Johnston

sent to you
 Dept. of the Secretary of State
 Office of the Custodian
 506 Royal Bank Bldg.,
 City

Re File 1368

Dear Sirs:

Attention Mr W.J. Johnston

Replying to yours of 12th instant, we are enclosing copy of agreement with Miyazawa regarding building in question. Also copy of our letter to and reply from J. Miyazawa.

As you will note, Mr Lefaux was contacted at that time and we can only suppose that in the press of business and politics the matter has slipped his mind.

It is not our intention to do anything contrary to departmental regulations, and we regret if this matter so appears. You will understand, of course, that the lease and option which we hold was effected prior to your Department taking over affairs of the Japanese.

Trusting that this will clarify the matter in question, we are,

Respectfully yours

UNITED CLEANERS

per Carl Wein

P.S: Please note Mr E. Lawtez has not been associated with the writer on this lease since May 1st, 1942.

Oct. 12/44. Mr. Wein advised me by telephone that he had taken down off garage and sealed opening with Gyproc. He is using this building as a checking out room. He also stated he has spent approx. \$2500.00 improving the property since he took it over. W.J. Johnston.

COPY

Agreement between Hachiro Miyazawa and United Cleaners re
Building at 3223 Fraser Ave., Vancouver, B. C.

We propose to erect frame building 20' x 20' at the front of the lot, street level.

In the event that we should not exercise our option to purchase, which is our present intention, we ask your permission to remove this building at the end of the lease, or sell same to you at 75% of invoice cost; total cost not to exceed \$500.

If this meets with your approval please sign two copies and return.

(Signed)

C. F. Weir
United Cleaners

(Signed)

H. Miyazawa

C O P Y

11th March 1964

Mr J. Miyazawa
Carloona, N. S.

Dear Jon:

We have your letter, and have been in touch with Mr Lefonax.

It is agreeable that we are to pay any tax due to increased assessment.

To avoid any possibility of misunderstanding we are enclosing letter herewith in triplicate; one copy for you, one for the Custodian, and one for ourselves. If your father will kindly sign same and return, it will make a clear record of our undertaking.

Sincerely

C O P Y

P. O. Box 237
Kamloops, B. C.
March 9, 1944

Dear Cecil:

In answer to your letter, we are quite agreeable to your erecting a building on our property, provided you are agreeable to pay the extra tax this building will incur. This can be reckoned from the tax receipts from our Mr Lefaux. That is the only way we can see clear to allow you to erect this building.

(Signed)

Jiro

1368

June 12th, 1944.

Messrs. Cecil F. Weir & E. Lawtez,
3223 Fraser Avenue,
Vancouver, B. C.

Dear Sirs:

Re: 3223 Fraser Avenue
Hachiro MIYAZAWA

With reference to our conversation of the 6th instant in connection with the small building recently erected on the land at the above-mentioned address without consulting the Custodian, please forward to this office a copy of your agreement with Mr. Hachiro Miyazawa, together with full particulars regarding the transaction and copies of all correspondence exchanged between Mr. Miyazawa and yourselves.

We were in communication with Mr. W. W. Lefeaux on the 9th instant and he stated that he was unaware of any additional building having been built on the property and that the matter had not been referred to him by you.

In connection with this matter we wish to advise you that the Order in Council respecting same, specifically states that no person shall deal with any Japanese owned property which is vested in the Custodian, without first referring the proposed transaction to this office.

Please let us have an early and complete reply to this letter.

Yours very truly,

W. J. Johnston,
Administration Department.

WJJ/HMS

11272 and 1366

April 7, 1943.

Mr. D. Macfarlane,
4887 Melrose Street,
Vancouver, B. C.

Dear Sir:

Re: Mr. and Mrs. Roy M. IWATA

With reference to the money you are collecting each month in connection with the sale of the Iwatas' dry cleaning business at 2875 West 33rd Avenue to Mr. George G. Brochu, we have received a statement from this gentleman setting out the payments made to date as follows:

<u>DATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>
March 11, 1942	\$300.00	\$
May 25, 1942	50.00	
June 11, 1942	50.00	12.25
July 8, 1942	71.88	
September 21, 1942	71.88	5.03
October 19, 1942	71.88	4.67
November 16, 1942	71.88	4.31
December 14, 1942	71.88	3.95
January 25, 1943	71.88	3.25
February 22, 1943	71.88	2.63

We understand that a further payment will be made immediately. Will you kindly confirm if the above is correct and at the same time state what you make the balance due.

In connection with the \$4.00 a month which you are paying to the Singer Sewing Machine Company, we would like to know what and where this machine is, as it cannot be either of the machines purchased by Mr. Brochu, viz., No. JB. 190312 and JB 043192, as we understand these were paid for in full from the initial payment of \$300.00.

Respecting the \$250.00 you have been collecting on behalf of the Iwatas and remitting earlier to Mr. Smilie and recently to Mr.

51

1368

9th March, 1943.

W.V. Lefaux, Esq.,
Barrister & Solicitor,
837 West Hastings Street,
Vancouver, B.C.

Dear Sir:-

Re: Milwaukee Mechanics Policy #17191

We wish to advise that W.R. Johnston of Parsons Brown Limited delivered to this office this afternoon the above numbered Policy covering for \$2000.00 on one story brick building described as a cleaning plant and located on land situate at the rear of Lot 8, Block 92, District Lot 301, and being No. 3223 on the west side of Fraser Avenue, in the City of Vancouver, and also \$3,000.00 on trade and office fixtures and machinery contained therein.

This is a renewal of coverage expiring March 10th under National Fire Policy No. 127776 for the same amounts.

Mr. Johnston called at this office on February 17th in connection with this renewal and following his visit I telephoned to your office, telling you of his call and also advised that I had asked him to contact your office before renewing the coverage. When delivering the policy today he advises that he was instructed by your office to go ahead and attend to it.

If this is satisfactory to you as rental agent for that property and if the renewal coverage is in line with present requirements, kindly advise and we will attend to payment of the premium from this office.

Yours very truly,

S.M. Gibson,
Insurance Department

SMG:FM

Wallis M. Lefebvre

Barrister, Solicitor
Notary

422 METROPOLITAN BUILDING
837 WEST HASTINGS STREET
VANCOUVER, B.C.

February 20, 1943.

EVACUATION SECTION	
FILED	FEB 22 1943
1368	
Houghton	

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

file
Attention P. Douet, Esq.

Re Hachiro Miyazawa, File 1368

Dear Sir:

I have your letter of the 19th inst.
I think you must have misread the Agreement
in this matter as there was no mention of \$400.00
being paid in advance on the execution of the
Agreement. I have received instructions from my
client Mr. Miyazawa that this \$400.00 is to be
credited on account of these monthly payments and
also agreeing to the reduction in payments set out
in our correspondence. The April to November
payments are not to be increased. They will be at
the rate of \$40.00 per week.

I am writing Mr. Weir to see if I cannot
get something more from him on account of the truck.

Yours very truly,

WWL/BB.

Wallis M. Lefebvre

1368

February 19, 1943.

Mr. W. W. Lefaux,
422 Metropolitan Building,
837 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Hachiro MIYAZAWA

We duly received yours of the 13th instant, and enclose our receipt for the \$35.00 sent us.

Regarding the \$400.00 originally paid in advance by Mr. Weir, we would like to point out that this was part of the agreement which states that in addition to the above, \$40.00 per week must be paid. If, however, Miyazawa has agreed with you that this amount may count as part of any arrears that arise, that is another matter, but we would like you to kindly confirm this point.

Respecting the last paragraph of your letter, we should have thought that the dry cleaning business would be booming just now in view of the absence of so many Japanese businesses of this nature.

We would be interested to know why Mr. Weir is unable to continue his payments of \$40.00 per week, but here again, if it has been definitely agreed by Miyazawa that October to March of each year weekly payments shall be only \$25.00 per week, this is another matter. Will the payments for April/November be increased to \$55.00 per week to make up the difference?

Regarding the Dodge truck bought by Mr. Weir from Miyazawa, on which as far as we know only \$10.00 has been paid out of \$350.00, will you please contact Mr. Weir to ascertain what he is going to do about future payments, and much oblige.

Awaiting your news,

Yours truly,

P. Douet,
Administration Department.

PD:BT

WALLIS W. LEFEAUX
BARRISTER, SOLICITOR, NOTARY.

422 METRO BANK BUILDING
837 WEST HASTINGS STREET.
VANCOUVER, B. C.

VACUATION SECTION	
FEB 15 1943	
Rec'd TELEPHONE ROOM	File No. 1368
Ans.	

February 13th, 1943.

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

Re: H. Miyazawa. File No. 1368.

Dear Sir:

I am enclosing herewith rental statement covering the months of December, 1942, and January, 1943, in connection with the collections on behalf of the above-named, and two copies of agents' summary forms. You will note that the total collections have amounted to \$160.00. As advised you before, this man's payments are not in arrears on account of the \$400.00 originally paid in advance. I am sending my client a remittance of \$125.00 and enclosing herewith my cheque for \$35.00 covering the balance.

On account of business conditions I have had some correspondence with my client covering the weekly payments due by Mr. Weir under the agreement, and it has been arranged that payments covering the months October to March of each year should be \$25.00 weekly in future instead of the \$40.00 originally arranged. I presume this will be satisfactory to you?

Yours very truly,

WWL:NS
Encls.

W. W. Lefeaux

See 4034
11271

1368
WALLIS W. LEFEAUX
BARRISTER, SOLICITOR, NOTARY.

Handwritten signature
TELEPHONE PACIFIC 4434

sent to David

NOV 11 1942
RECEIVED
JAPANESE SECTION
OFFICE OF THE CUSTODIAN

422 METROPOLITAN BUILDING
637 WEST HASTINGS STREET,
VANCOUVER, B. C.

November 10th, 1942.

Administration Department,
Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
VANCOUVER, B. C.

Handwritten signature
ATTENTION MR. C. H. PEERS.

Dear Sirs:

Re: H. Miyazawa, A/57.

Further to my letter of the 5th instant, I have now received confirmation from my client that he received the \$400.00 referred to in your letter on account of the sale of his business, which was to be applied on the lease option.

I received a first payment of \$10.00 last month on account of the truck for which no definite terms of payment were arranged. Mr. Weir has promised that he will make a small payment at least each month on that account. After crediting Mr. Weir the amount that has been spent on the roof and this \$400.00, he is six weeks ahead with his payments.

Yours very truly,

WWL:NS

Handwritten signature

WALLIS W. LEFEAUX
BARRISTER, SOLICITOR, NOTARY.

TELEPHONE PACIFIC 4434

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
Attention P. Douet, Esq.

422 METROPOLITAN BUILDING
637 WEST HASTINGS STREET,
VANCOUVER, B. C.

November 9, 1942.

RECEIVED
NOV 10 1942

Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Bldg.,
Vancouver, B.C.

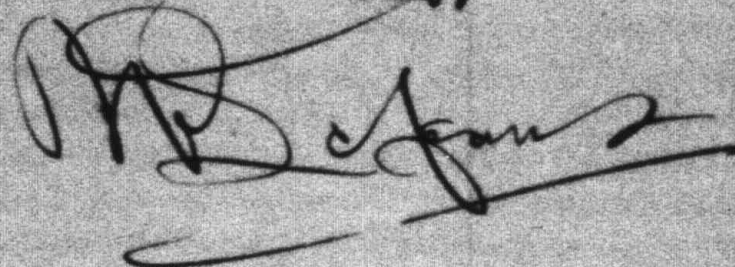
Re Hachiro Miyazawa - File #1368.

Dear Sir:

I have your letter of the 7th inst.
and have had copies made of the Lease, 2
Agreements and Assignment in this matter.

Re Dodge Truck:- I collected \$10.00
on account of this on October 1st last. As
stated in my last letter to you, as soon as I
get further instructions regarding the preliminary
payments made in this matter I will complete
statement and take the matter up further with
you. The two weekly payments missed in October
were retained by this man on account of the
repairs made to the roof. This I will show in my
statement. I will certainly take the matter up
with you if there is any slackness in making
payments. Miyazawa told me before he left here
that he had received some monies from this man
but he did not give me particulars. However, as
advised you, as soon as I obtain particulars
from him I will let you know exactly how the
matter stands.

Yours truly,



WWL/BB.
Encls.

1368

November 7th, 1942.

Mr. Wallis W. Lefaux,
422 Metropolitan Building,
837 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Hachiro MIYAZAWA

We thank you for your letter of the 5th, enclosing statement relating to the account of the above. We find we have not a copy of the five-years' lease between Miyazawa and Weir, and shall be glad if you will let us have this at an early opportunity. It is not clear from your letter whether Weir has withheld two weeks' rent for October amounting to \$80.00 because he has paid the bill you mentioned for repairs to the roof.

You are aware that Weir owes Miyazawa \$350.00 for a Dodge truck. This was to have been paid on the 1st of July, but Miyazawa informed us that he did not wish to press for payment, and we suggested to Weir in August last that in order that this does not drag on indefinitely, he should endeavor to pay some small amount each month, but this he has not done. In view of the valuable plant and excellent business leased by your client to Weir, we would like to suggest that you watch very carefully the question of weekly payments agreed upon, and if there is any slipping up in payments by Weir we trust you will not fail to inform us.

Yours truly,

P. Dougst,
Administration Department.

PD:BT

Wallis M. Tefenix

Barrister, Solicitor
Notary

TELEPHONE PACIFIC 4434

422 METROPOLITAN BUILDING
837 WEST HASTINGS STREET
VANCOUVER, B. C.

November 5th, 1942.

NOV 6 1942

Administration Department,
Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
VANCOUVER, B. C.

ATTENTION MR. G. H. PEERS.

Dear Sirs:

Re: H. Miyazawa, A/57. *Wrong*

I am enclosing rental statement in duplicate covering the account of the above-named. As you will see I have only collected \$80.00 this month, for which amount I am sending my client a cheque. Repairs have been made to the roof of the plant amounting to \$84.60 for which the tenant has paid and for which I hold the receipt. I will forward this receipt to you when I send my next statement. This tenant holds receipts for \$400.00 which he claims was paid in advance on account of the lease. He is about three weeks behind in his payments, but if he is entitled to credit for the \$400.00 the arrears will be more than offset.

I am writing my client for confirmation of this amount advanced, and, as stated above, I will be in a position to make a complete statement in my next return. I am not sending you Agent's Summary this month. I will send this as soon as I get the account straightened out.

Yours very truly,

[Handwritten signature]

WWL:NS
Encl.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

JUL 16 1942

Vancouver, B. C.
3223 Fraser Ave.,
15th July 1942

Office of the Custodian
Japanese Evacuation Section
Royal Bank Bldg.,
City

Dear Sirs:

File Reference 1368

We have your letter of 10th instant and wish to advise that we had the Dodge truck in question transferred to the United Cleaners in March. We also purchased a 1941 Ford truck at this time from Mr Miyazawa, for which we paid cash. A verbal agreement with Mr Miyazawa gave us the privilege of acquiring the Dodge truck at \$350, this sum to be paid directly to himself or to Mr W. W. Lefesaux, who holds Power of Attorney, on the basis of our ability to pay, no set time being set by the owner.

The writer has recently bought out Mr Lawley's interest in the United Cleaners, and prior to Mr Miyazawa leaving for Kamloops he verified the verbal agreement above referred to.

It is not within our power to arrange payment for this truck at this time, and may we expect to hear from you after you have checked these facts?

Yours truly

UNITED CLEANERS

per Beil & Wein

CFW/FEW

*Write to
Weir when
reply needed
from Miyazawa*

Wallis M. Lefebvre

Barrister, Solicitor
Notary

422 METROPOLITAN BUILDING
837 WEST HASTINGS STREET
VANCOUVER, B. C.

July 11, 1942.

R.P. Alexander, Esq.,
Assistant Manager,
Japanese Evacuation Section,
Office of Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 13 1942

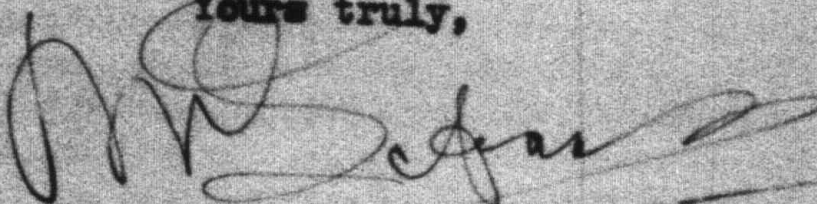
Re Hachiro Miyazawa - 1368:

Dear Sir:

I have your two letters of the 9th inst. in the above matter, one requesting information re truck turned over to Mr. Weir and the other requesting Miyazawa's address. In reply to the latter, this man is now at Kamloops and his postal address is P.O. Box 143, Kamloops, B.C. On the 3rd ult. I wrote you enclosing cheque and in the same letter enclosing an order from this man to pay monies received for his account to me. I received acknowledgment of the cheque but have heard nothing further from you with regard to the monies. I have received a letter from Mr. Miyazawa asking me to make him a remittance and I would appreciate your letting me have cheque as per order.

* Re Truck:- Mr. Miyazawa did not give me any special instructions in this matter but I remember a conversation with him, at which I think both Messrs. Weir and Lawtey were present, in which he stated that he had or would turn the truck over to them and that he would arrange terms of payment satisfactory to them on account of their not being able to immediately finance the transaction. The exact final terms, if any, I do not know.

Yours truly,



WWL/BB.

out -> Shean

TELEPHONE: PACIFIC 4454

* Pd in full
Memo Dec 12/44

July 9th, 1942.

MEMORANDUM

Mr. Miyazawa's land, building, machinery and equipment was leased on March 14th, 1942, for a period of five years to Mr. Weir and Mr. Lawtey for the consideration of \$10,400.00 payable \$40.00 per week and this is being collected by Mr. Lefeaux and remitted to us monthly. Particulars of the agreement are to be found in Mr. Barrett-Leonard's report.

The file requires further attention:

PA 1: The \$350 due on the 1936 Dodge truck should be collected. *(file 10/7)*

2: Mr. Miyazawa should be consulted as to the advisability of increasing fire insurance on the building and equipment. *Ass. Equip. Agent Camp Sales Inst. 10/7*

3: Mr. Miyazawa's consent should be obtained for the payment of taxes on his wife's property from funds accruing to Mr. Miyazawa.

4: Thereafter, funds for Mr. Miyazawa and Mrs. Miyazawa (File #2135) should be remitted monthly to them or, if arranged, to their agent, Mr. Lefeaux.

RPA

RPA:PB

*File 1368 Machine owned Mrs. Brown. Tot \$- 13.92: (and 4.00 on 5/1/42 paid)
1 2135 wife v 620 East 16 (10/7)*

Mallis M. Tefaux

Barrister, Solicitor
Notary

422 METROPOLITAN BUILDING
637 WEST HASTINGS STREET
VANCOUVER, B. C.

April 30, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
MAY 1 1942

C.L. Drewry, Esq.,
Manager,
Japanese Evacuation Section,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B. C.

Re Hachiro Miyazawa - File #1368:

Dear Sir:

I have your letter of the 29th inst.
and note what you say.

Re Fire Insurance: I have discussed
this matter with the owner and he has expressed
himself as well satisfied with the amount now
being carried. I might add a little more if it
were my own property but the owner is quite
evidently content. This man has not yet been
evacuated and I am now collecting \$40.00 per week
payable under the Lease of this property, out of
which I pay \$20.00 per week under order from the
owner to his wife. I understand that you become
seized of this matter on the evacuation of the
owner and I will immediately report to you, as
requested.

My client has requested me to ask you what
provisions will be made for payment out to him of
monies paid into your office? I understand he is
dependent on these monies for his subsistence. I
hold his Power of Attorney and he has expressed the
wish that I handle his interest in this matter, more
particularly on account of the fact that I am at
present negotiating the removal of his family and
several others to a location in the Interior, the
business details of which they are leaving mostly
in my hands.

Awaiting the favour of your reply, I remain
Yours very truly,

WWL/BB.

M. Tefaux

*P.S. I work you
on the 4th inst. in
this matter.*

*2
You have 1/1A
and more*

*No
saying of for
have 27*

WALLIS W. LEFEAUX
BARRISTER. SOLICITOR. NOTARY.

TELEPHONE PACIFIC 4434

422 METROPOLITAN BUILDING
837 WEST HASTINGS STREET,
VANCOUVER, B. C.

April 7, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 8 1942

G.W. MacPherson, Esq.,
Japanese Property Custodian,
Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B. C.

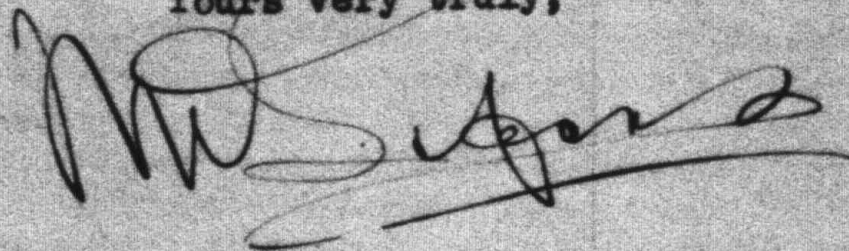
Re Hachiro Miyazawa, Naturalized:

J. 1268.

Dear Sir:

Mr. C. Barrett-Lennard has suggested to me that I should report to you Lease with Option to purchase issued by the above-named to Cecil Franklin Weir and Emmanuel Lawter of his business and premises, 3223 Fraser Avenue, Vancouver, particulars of which I have given Mr. Lennard. The above-named has arranged for payments of \$40.00 per week to be made to me as I have been acting as his Solicitor for some years. He is not yet evacuated.

Yours very truly,



WWL/BB.

Schedule "A"

HACHIRO MIYAZAWA - No. 06096

INVENTORY

APRIL 4th, 1942

1 Washer	30" x 40"	Toronto Laundry	Belt-Driven
1 "	24" x 24"	" "	" "
2 "	30" x 48"	Mateer	" "
2 Extractor	26" "	Toronto Laundry	" "
1 Pressure Filter	4000 gals.	Bowser	" "
1 Vacuum Distill	125 gals	"	" "
1 Continuous Flow			" "
1 Tumbler	40" x 48"	Eagle	" "
2 "	36" x 30"	Huebsch	Motor-Driven
1 Spotting Board		Glover	"
1 Dress Dryer		"	"
1 Pressing Machine		Pan-Tex	"
1 Glove Finisher			"
1 Boiler	17.4 H.P.	(Ray Oil Burner, Steam Pump)	
4 Rotary Pumps	#2		
1 Electric Motor	5 H.P.		
1 Electric Motor	3 H.P.		
5 Florescent Lights			

all machinery with shaftings & belting & pipe lines complete.

1 Clothes truck - galvanized iron
1 Dust wheel
1 Scale - small 25# balance
1 3 compartment water tub.

**POWELL ST.
OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

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

PERSONAL INFORMATIONNAME: MIYAZAWA Hashiro.HOME ADDRESS 520 East 16th, Ave. Vancouver, B.C.REGISTRATION NUMBER 06096 SEX: Male AGE: 54OCCUPATION: Dry 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 (Peace Cleaners) 3223 Fraser Ave, Vancouver, B.C.MARRIED? Yes.NAME OF WIFE OKUNOYAMA Hatsu.ADDRESS OF WIFE DEBORAH 520 East 16th, Ave. Vancouver, B.C.NAMES OF ANY LIVING CHILDREN: POHIO (M) SHIMURU (F) Jean (F)ADDRESS OF CHILDREN: DE XII 9AGE OF CHILDREN: 520 East 16th, Ave. Vancouver, B.C.**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)1. LOCATION AND DESCRIPTION: 3223 Fraser Ave., Vancouver, B. C. being Lot BBlock 92, District Lot 301, Group 1, New Westminster District, Plan 187Certificate of Title No. 73904 K (From Certificate No. 68369K)Dry Cleaning plant, tile building, 33'x 50'. Leased to Cecil F. Weir and E. Lawley
Building and equipment leased at \$40 per week payable every Monday.2. BUILDINGS AND OTHER IMPROVEMENTS: Complete Dry Cleaning plant and equipment
as per list attachedin above building, also leased to Cecil F. Weir and E. Lawley3. INSURANCE (Give particulars; state where policies are) \$2000 on above building and\$3000 on equipment with the National Insurance Co. of Hartford Conn. Policy #1277764. TAXES (Amount and where payable) 1941 taxes \$129.84 paid Aug-4-415. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None6. OCCUPANCY AND LEASES (If vacant so state) Leased to Cecil F. Weir and E. LawleyBuilding and equipment leased at \$40 per week payable every Monday.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS title lease, and insurance policy in my possession

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: 620 E 16th Ave., Vancouver, B. C. five-room

frame house. Belonging to my wife Hetau Myasawa. 620 E 16th Ave., Vancouver, B. C.

2. LANDLORD'S NAME AND ADDRESS: Belong to my wife Hetau Myasawa. 620 E 16th Ave.,

Vancouver, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

1938 Teroplane automobile license No. 71359, 1942, in custody

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

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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) \$350

~~on XXXXXXXXXXXXXXXXXXXXXXX~~ 1936 Dodge truck, License No. Unknown. Sold to
Gecil F. Weir and E. Lawley, 3223 Fraser Ave., Vancouver, B. C.
payable July 1, 1942 *Pd in full See memo Dec 12/42*

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

~~10 \$10 War Savings Certificates and two \$5 War Savings Certificates~~

~~\$100 Victory Bond maturity 1952~~

8. BANK ACCOUNTS: About \$200 in Royal Bank of Canada, Kingway branch, Vancouver, B. C.

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

REMARKS:

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 27th day of March 1942.

(Signature)

[Signature]
Witness

FOR DEPARTMENTAL USE

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

Deed Registered on 11th May 1949
under filing no 217484,
OK

ADDRESS ALL
COMMUNICATIONS
TO THE
CUSTODIAN'S OFFICE
PLEASE REFER
TO
FILE NO. 1360

VACATING CERTIFICATE

The Secretary of State of Canada acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943), by his duly authorized and lawful Deputy, hereby vacates the Certificate of Vesting registered in the Land Registry Office for the Land Registration District of New Westminster at Vancouver in the Province of British Columbia, on the 15th Day of March 1943, as No. 35890 and certifying that the interest of Bashiro Miyasawa in Lot Eight (8) Block Fifty-two (92) District Lot Three Hundred and One (301) Group One (1) Plan One Hundred and Eighty-Seven (187) District of New Westminster is vested in the Custodian, and hereby relinquishes and releases any right which he, the said Custodian, may have in the said property by virtue of the Vesting in him of the interest of the said Bashiro Miyasawa.

DATED at Vancouver, B.C. this 30th day of March, A.D. 1949.

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

This Indenture

Made the _____ day of _____ in the year of our

Lord one thousand nine hundred and **forty-nine**

In Pursuance of the "Short form of Deeds Act"

Between

**HACHIRO MIYAZAKI, of Kamloops, in the
Province of British Columbia, Retired**

Insert full Name,
Street Address and
Occupation of
Grantor and of
Grantee.

(hereinafter called the "Grantor")

AND

**GEORGE SONG of 3223 Fraser Avenue, in
the City of Vancouver, in the Province
of British Columbia, Wholesale Dry
Cleaner**

(hereinafter called the "Grantee")

Witnesseth, that, in consideration of

~~-----TEN THOUSAND-----~~ **(\$10,000.00)** ~~-----DOLLARS~~
Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor
(the receipt whereof is hereby by him acknowledged) he, the said Grantor, **Doth Grant**
unto the said Grantee, his heirs and assigns **FOREVER :**

All and Singular that certain parcel or tract of land and premises situate, lying and being
in the City of Vancouver, Province of British Columbia, more
particularly known and described as - Lot Eight (8) of Block Ninety-two
(92) District Lot Three Hundred and One (301), Group One (1), New
Westminster District, according to registered map or plan deposited
in the Land Registry Office, Vancouver, B. C. and numbered 157.

Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

To have and to hold unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; ~~Subject nevertheless~~ to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

And the said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid.

And the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

And the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands, save as aforesaid.

And the said Grantor Releases to the said Grantee All His Claims upon the said lands.

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

In Witness Whereof the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature of Witness	<i>Emily M. Brown</i>
Street Address	139 Victoria St
City or Town	Manchester, N.B.
Occupation of Witness	<i>Attorney-at-law</i>

Machine Magazine

STATUTORY DECLARATION OF ATTORNEY

I, _____ of the _____, in the Province of British Columbia,
DO SOLEMNLY DECLARE:—

1. That I am the attorney for _____ (Name of Donor)
2. That I am the person who subscribed the name of _____ (Name of Donor) in the annexed instrument as the Maker thereof.
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of _____ (Name of Donor), and I have not received any notice or information of the death, disability, or bankruptcy of _____ (Name of Donor)
[Or if the donor of the power is a corporation, substitute for 3 (ante)]—
3. That at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of _____ (Name of Donor), and I had not received any notice or information of the bankruptcy or dissolution of _____ (Name of Donor)
4. That I know the contents of the said instrument and subscribed the name of the said _____ (Name of Donor) thereto voluntarily as the free act and deed of the said _____ (Name of Donor)

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at
in the Province of _____
this _____ day of _____, 19 _____

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

STATUTORY DECLARATION WHERE ATTORNEY IS A CORPORATION

I, _____ of the _____, in the Province of British Columbia,
DO SOLEMNLY DECLARE:—

1. THAT I am _____ (Other) of the _____ (Name of Corporation) the attorney of _____ (Name of Donor)
2. THAT being duly authorized by the _____ (Name of Corporation) to act for _____ (Name of Corporation) in the execution of the power of attorney, I subscribed the name of _____ (Name of Donor) in the annexed instrument as the Maker thereof, and under the same authority affixed the seal of the _____ (Name of Corporation) thereto.
3. THAT I know the contents of the said instrument and subscribed the name of the said _____ (Name of Donor) thereto voluntarily as the free act and deed of the said _____ (Name of Donor)
4. THAT at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of _____ (Name of Donor), and I am informed that the _____ (Name of Corporation) had not received any notice or information of the death, disability, or bankruptcy of _____ (Name of Donor)
[Or if the donor of the power is a corporation, substitute for 4 (ante)]—
4. THAT at the time of the execution of the said instrument the power of attorney had not been revoked by or on behalf of _____ (Name of Donor), and I am informed that the _____ (Name of Corporation) had not received any notice or information of the bankruptcy or dissolution of _____ (Name of Donor)

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act."

Declared before me at
in the Province of _____
this _____ day of _____, 19 _____

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

NOTE.—When the person making the acknowledgment is personally known to the officer taking the same, either on the spot or in his office, the officer may, if he thinks fit, dispense with the foregoing provisions of this Act, and may, in such case, certify that the person making the acknowledgment is personally known to him, and that he is the person making the same.

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed his name to the annexed instrument as that he was first duly authorized to subscribe his name as aforesaid, and affix the seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

Dated _____, 19____.

MAURICE M. J. JAMES.

—TO—

GEORGE S. WING.

Deed of Land

Clarke & Stuart Co. Ltd., Law Printers and Stationers
Vancouver, British Columbia.

Lot Eight (8)
Block Ninety-two (92)
D.L. Three Hundred and One (301)

IAN CAMERON & CO.
Barristers & Solicitors
614 West Pender St.
Vancouver, B.C.

Province of British Columbia
City of _____
Margaret Brown
of the _____
in the Province of British Columbia,
make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by _____ the party thereto, for the purposes named therein.
2. The said instrument was executed at _____, and that I know the said party, and that he is of the full age of twenty-one years.
3. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
Sworn before me at _____, in the Province of British Columbia, this _____ day of _____, 19____.

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

FOR MARRIAGE (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is) personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name he executed the same voluntarily, and that he is of the full age of twenty-one years.

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

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

This Agreement, made in duplicate this **9th**day of **March**, in the year of Our Lord one thousand nine hundred and **Forty-seven**.

BETWEEN

HACHIRO MIYAZAKI, of Kamloops, in the Province of British Columbia, Retired,Name,
Address, and
Occupation
of Parties.hereinafter called the "Vendor" of the one part
AND**GEORGE HONG, of 448 East Pender Street, in the City of Vancouver, Province aforesaid, Dry Cleaner,**

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver, Province of British Columbia, more particularly known and described as:— lot Eight (8) of Block Ninety-two (92) District Lot Three hundred and One (301), Group 1, New Westminster District, according to registered map or plan deposited in the Land Registry Office, Vancouver, B.C. and numbered 187.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of **....Ten Thousand.....** Dollars (\$**10,000.00**)

of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned

that is to say: the sum of **Three thousand, three hundred and thirty-three and 34/100 Dollars (\$3,333.34)** Dollars

on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of **\$3,333.33** on the **9th** day of **March**, A.D. **1948**.and the sum of **\$3,333.33** on the **9th** day of **March**, A.D. **1949**.TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of **six (6)** per cent. per annum payable **on the 9th** day of **September and March** in each year until the principal sum payable hereunder has been paid in full.

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

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

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

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

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

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

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

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

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

MR. GEORGE BOND
446 E. Tenth St.,
Cincinnati, O.

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

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

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

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness *[Signature]*

City or Town *28th Street, Vancouver*

Street Address *28th Street, Vancouver*

Occupation *Notary Public*

Miyazawa

1368/06096

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, _____ of the _____, in the Province of British Columbia, make oath and say:

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

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

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

I HEREBY CERTIFY that, on the _____ day of _____, 19 _____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence of _____), who is personally known to me, appeared _____, the person mentioned in the annexed instrument as _____, that _____ know the contents thereof, and that _____ executed the same voluntarily, and _____ of the full age of twenty-one years.

_____ FOR MAKER
[Signature]
_____ Kanloops
_____ day of February, 1947
_____ at _____, in the Province of British Columbia.
_____ (whose identity has been proved by the evidence of _____), who is personally known to me, appeared _____, the person mentioned in the annexed instrument as _____, that _____ know the contents thereof, and that _____ executed the same voluntarily, and _____ of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____, in the Province of British Columbia, this _____ day of _____, 19 _____, in the year of our Lord one thousand nine hundred and _____.

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

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

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____ who is personally known to me), and that he is the person of the said _____ and affixed the seal of the _____ who subscribed his name to the annexed Instrument as to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

H. J. LeFevre,
Barrister, etc.,
Vancouver, B.C.

Agreement
FOR SALE OF LAND
THE WILLIAM STATIONERY CO. LTD., VANCOUVER, B. C.

AND
GEORGE MOND.

HACHINO MIYAZAKI

Dated _____ 19____

FOR ATTORNEY

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____ who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name to the annexed instrument as the maker thereof, that the said _____ is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said _____ knows the contents of said instrument, and subscribed the name of the said _____ thereto voluntarily under authority of a power of attorney which has not been revoked.

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

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

CANADA
PROVINCE OF BRITISH COLUMBIA
To wit:

I, _____ of the _____ in the Province of British Columbia, _____ of _____

DO SOLEMNLY DECLARE THAT
1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.
2. At the time of the execution of the annexed instrument, I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at _____ in the Province of British Columbia, this _____ day of _____ A.D. 19____

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

MIYAZAWA, Hachiro
32²3 Fraser Ave., Vancouver, B. C.
Evac. File 1368.



Picture Taken May 3, 1943.

COPY

copy

P.O. Box 237,
Kamloops, B. C.
Feb. 3rd 1943.

Dear Mr. C. Weir:

Received your letter dated Jan 31st as you say Business away drop in Winter time. besides this winter terrible weather so you are very hard to carry on, so you wanted make \$30.00 weekly are you? Mr. Lefaux wrote on 27th. I got that letter on 30th. he said "Mr. Weir called on me some time ago and said very hard to Continue Business on the same Rate of payment", so I wrote back to Mr. Lefaux Rated as follow.

Nov. to March \$30.00 as \$10.00 less.
April to Oct. \$40.00 as Agreement

but I change more less this time as -

Oct. to March \$25.00 weekly (6 month - 25)
April to Sept. \$40.00 " (6 month - 40)

I think Winter time very hard but from April to Sept. is Business is good. So this is pretty fair don't you think so? I will write Mr. Lefaux too.

Yours truly,

"H. MIYAZAWA".

Copy received by us through Mr. Weir 16/3/45.

C
O
P
Y

Copy

WALLIS W. LEFEAUX

Barrister, Solicitor

Notary

422 Metropolitan Building
837 West Hastings Street
VANCOUVER, B. C.

Jan. 10th, 1944.

C. F. Weir, Esq.,
c/o United Cleaners,
3223 Fraser Ave.,
VANCOUVER, B. C.

Dear Mr. Weir:

I have today received from Mr. Miyazawa
a letter, copy of which I enclose for your information.

Yours very truly,

"W. W. Lefeaux"

WWL:NS

Encl.

Copy received by us through Mr. Weir 16/3/45.

C
O
P
Y

Copy

P. O. Box 237,
KAMLOOPS, B. C.
Jan. 6, 1944.

Mr. W. W. Lefaux,
837 West Hastings,
Vancouver, B. C.

Dear Mr. Lefaux: Re: C. Weir.

In answer to yours of Dec. 28th, please be informed that if Mr. Weir is unable to pay \$40.00 during the winter months, I must have the option price raised to \$10,000.00 as it was due to the amount of rentals I would receive during the life of the lease, determined the "predetermined option price".

Please inform Mr. Weir accordingly. Thank you.

Yours truly,

"H. MIYAZAWA".

Copy received by us through Mr. Weir 16/3/45.

CANADIAN PACIFIC TELEGRAPHS.

KAMLOOPS, B.C.

Mar. 14, 1945.

M. W. LEFEAUX
422 METROPOLITAN BLDG
VANCOUVER, B. C.

RECEIVED NOTIFICATION FROM WHIR THAT HE INTENDS
TO SEEL HIS PORTION OF LEASE STOP CANNOT CONDUCT
BUSINESS THROUGH MAIL IMPERATIVE THAT WE SEE ALL
PARTIES CONCERNED PERSONALLY STOP PLEASE CONTACT
SECURITY COMMISSION IMMEDIATELY FOR PERMITS TO
PROCEED TO VANCOUVER FOR MY SON JIRO 06273 AND
MYSELF.

HACHIRO MIYAZAWA 06096

THIS COPY FORWARDED TO US BY MR. LEFEAUX' OFFICE
ON 15/3/45
Coff

March 10, 1945.

Messrs. Ian Cameron & Co.,
Barristers, etc.,
614 W. Pender St.,
VANCOUVER, B. C.

Re: H. Miyazawa & Wair

Dear Sirs:

I have your letter of the 6th inst.
I cannot call to mind any documents other than
those drawn on March 14th, 1942 and May 2, 1942.
If you will let me know what you have in mind I
shall be pleased to make a further search of my
files.

Yours very truly,

WHL:NS

W.W. LEFEAUX.

THIS COPY FORWARDED TO OUR OFFICE FROM LEFEAUX'
ON MAR. 15/45.

Copy to W.W.Lefebvre

7th March, 1945.

Mr. H. Miyazawa,
Box 237,
KAMLOOPS, B. C.

Dear Mr. Miyazawa:

I am rather ashamed that I have not been a better correspondent, but as things have gone along reasonably well, there has not been much occasion to worry you with letters. However, we are now faced with a proposition which involves you and in which I am sure you will find favour.

In as few words as possible this is it: The old Associated Cleaners plant lease to the Chinese expires on April 27th next. The Chinese apparently had no renewal in their contract, and the Custodian put the plant up for sale and Al Iben of the Guarantee Cleaners and his brother-in-law have purchased it and take over on the expiry of the lease. In consequence the Chinese have approached us to purchase our lease on your plant, and also wish to purchase the plant on the expiry of the lease two years hence.

I have on hand a cheque from the lawyer acting on behalf of the Chinese as deposit on purchase of the unexpired portion of the lease. They are willing to take over on a basis of existing rentals and purchase the property at \$10,000 on expiry of the lease on the basis of our original option but as stated at \$10,000 in place of \$7,000 as originally designated, to offset the difference in rents.

According to the terms of the lease it is in order that we dispose of our interest, provisional that the buyers are satisfactory to you as to financial resources and operating ability. The Chinese are well financed, and have operated the Associated plant successfully for three years.

It is our considered opinion that this is a good proposition for you, as it ensures ultimate sale at your own price, and we have to advise that it is not now our intention to take up the purchase option, as present indications are that wholesale cleaning will not be so attractive in a couple of years, due to the trend for small community plants opening up in central residential points.

May we have your reply by return? If this entails contacting Harry, please wire him at our expense.

Yours very truly,

"C.T.W".

C.T.WEIR. →

THIS COPY SENT
FROM LEFEBVRE
OFFICE 15/3/45

Law Offices
IAN CAMERON & CO.
Vancouver, B.C.

March 6th, 1945.

W. W. Lefaux, Esq.,
Barrister, etc.,
837 W. Hastings Street,
Vancouver, B.C.

Dear Sir:

Re: Hashiro Miyazawa

Mr. Weir desires to transfer his Lease and Option on the cleaning and dyeing business situate at 3223 Fraser Avenue, to our client. We have copies of documents dated the 14th of March, 1942, and dated the 2nd day of May, 1942. We understand that there are further documents which you drew subsequent to this date.

In order to arrange the deal between our clients and Mr. Weir the tenant, so as to present to you and your client for approval, it is necessary that we have a copy of the documents subsequent to the dates we have given to you.

We would be very much obliged if you will forward these to our office at an early date.

Yours very truly,

IAN CAMERON & CO.

Per. "Ian Cameron".

THIS COPY FORWARDED TO OUR OFFICE FROM LEFAUX
15/3/45.

Copy.

MEMORANDUM OF AGREEMENT made in duplicate
this 2nd day of May, A. D. 1942,

BETWEEN:

CECIL FRANKLIN WEIR, Cleaner, of 3223
Fraser Avenue, in the City of Vancouver,
Province of British Columbia,

hereinafter called the "Party
OF THE FIRST PART"

AND:

EMANUEL LAWTEY, Cleaner, of 3223 Fraser
Avenue, City and Province aforesaid,

hereinafter called the "Party
OF THE SECOND PART"

AND:

HACHIRO MIYAZAWA, Cleaner, of 620 East
16th Avenue, Vancouver, B. C.

hereinafter called the "Party
OF THE THIRD PART"

WHEREAS the Parties of the First and Second
Part, trading and carrying on business as the United
Cleaners, 3223 Fraser Avenue, in the City of Vancouver,
Province of British Columbia, have decided to dissolve
partnership;

AND WHEREAS the said Parties of the First
and Second Part, by Agreement in writing dated the 14th
day of March, A.D. 1942, did take over, under conditions
set out in the said Agreement, the business known as
Peace Cleaners carried on by the Party of the Third Part;

AND WHEREAS it has been agreed between the
Parties of the First and Second Part that Cecil Franklin
Weir, the Party of the First Part, shall take over
and carry on as the sole owner of the said business;

AND WHEREAS the Party of the Third Part has
consented thereto;

NOW THESE PRESENTS WITNESSETH as follows:-

1. In consideration of the sum of Seven hundred

(2)

Dollars (\$700.00), \$450.00 payable in cash (receipt of which is hereby acknowledged) and the balance to be evidenced by Promissory Note for \$250.00 payable in six (6) months from the date hereof, the Party of the Second Part hereby assigns and sets over unto the Party of the First Part all his right, title interest and goodwill in the business known as United Cleaners, now carried on by the Parties of the First and Second Part at 3223 Fraser Avenue, Vancouver, B. C., AND the Parties of the First and Second Part do as from the date hereof dissolve the said partnership and the business and goodwill of the said United Cleaners becomes the sole property and interest of the Party of the First Part.

2. The Party of the Second Part hereby assigns and sets over unto the Party of the First Part all his right, title and interest in the Agreement above referred to, dated the 14th day of March, 1942, wherein Hachiro Miyazawa is the Party of the First Part and Cecil Franklin Weir and Emmanuel Lawtey are together the Parties of the Second Part.

3. The Party of the Third Part herein hereby agrees to and does release the Party of the Second Part from all liability, covenants and obligations assumed by the Party of the Second Part herein to the Party of the Third Part herein by reason of the said Agreement of the 14th day of March, 1942, AND hereby agrees to the assignment of the interest of the said Emmanuel Lawtey in the said Agreement dated the 14th day of March, 1942, to the said Cecil Franklin Weir.

This Assignment and Agreement is subject

(3)

to the approval of and to such terms as may be
imposed by the Custodian of Japanese property
in the Department of Secretary of State for Canada.

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:

"W.W. Lefaux"

Vancouver, B.C.

as to all (three)
signatures.

"CEDIL F. WEIR"

"E. LAWTEY"

"H. MIYAZAWA"

COPY

THIS INDENTURE made the 2nd day of
May, A.D. 1942.

BETWEEN: EMMANUEL LAWTEZ, of 3883 Fraser Avenue, City
of Vancouver, Province of British Columbia,
hereinafter called the "Assignor"
OF THE FIRST PART;

AND: CECIL FRANKLIN WEIR, of 3223 Fraser Avenue,
City and Province Aforesaid,
hereinafter called the "Assignee"
OF THE SECOND PART;

WITNESSETH that in consideration of the sum of
One Dollar (\$1.00) and other valuable considerations
now paid by the said Assignee to the said Assignor
(the receipt whereof is hereby acknowledged) the said
Assignor doth grant and assign unto the said Assignee,
his executors, administrators and assigns, all and
singular, all right, title and interest of the Assignor
in the premises comprised and demised by a certain
indenture of lease, bearing date the 14th day of March,
A.D. 1942, and made between Hachiro Miyazawa, as
Lessor and Cecil Franklin Weir and Emmanuel Lawtez
as Lessees, together with the appurtenances, to hold
the same unto the said Assignee, and the said Assignee "FWL"
for his heirs, executors
and administrators, doth hereby covenant with the
said Assignor that he will from time to time pay the
rent and observe and perform the Lessee's covenants
and conditions in the said Indenture of Lease.

THIS ASSIGNMENT is subject to the approval of
and to such terms as may be imposed by the Custodian
of Japanese property in the Department of Secretary
of State for Canada.

IN WITNESS WHEREOF the said parties hereto
have hereunder set their hands and seals.

SIGNED, SEALED and DELIVERED
in the presence of:

"W. Lefebvre"
Vancouver, B.C.

as to all (three)
signatures.

"E. LAWTEY"

"CECIL F. WEIR"

Assented to,

"H. Miyazawa"

Copy.

THIS AGREEMENT made in duplicate the 14th day of March, A. D. 1942.

BETWEEN:

HACHIRO MIYAZAWA, carrying on business as
Peace Cleaners, of 620 East 16th Avenue,
in the City of Vancouver, Province of
British Columbia,

hereinafter called the "Party"
OF THE FIRST PART:

AND:

CECIL FRANKLIN WEIR and EMMANUEL LAWTEY,
trading and carrying on business as
United Cleaners, of 3223 Fraser Avenue,
City and Province aforesaid,

hereinafter called the "Parties"
OF THE SECOND PART:

WHEREAS the Party of the First Part has agreed to give a Lease of the premises known as 3223 Fraser Avenue, in the City of Vancouver, Province of British Columbia, and more particularly known and described as Lot Eight (8) of Block Ninety-two (92) of Subdivision of District Lot Three hundred and One (301), for a definite period at a rental of \$40.00 per week, to the Parties of the Second Part, and has agreed with the Parties of the Second Part that they may carry on the business of Cleaners on the said premises;

AND WHEREAS the Party of the First Part has agreed that the Parties of the Second Part shall have the use of the equipment and accessories now on the said premises, a list of which is attached hereto and marked Schedule "A":

NOW THESE PRESENTS WITNESSETH:

1.- The Party of the First Part covenants and agrees that the Parties of the Second Part shall have full charge and use of the said equipment for such period as the Parties of the Second Part keep and fulfil the terms

contained in the above referred to Lease and in this Agreement.

2.- The Parties of the Second Part covenant and agree that they will keep the said equipment in good condition save ordinary wear and tear and that they will on the expiration of the Lease above referred to for any cause whatever return to the Party of the First Part the whole of said equipment.

3.- The Party of the First Part agrees that the Parties of the Second Part may continue to carry on the business and calling of Cleaners on the said premises.

4.- The Parties of the Second Part covenant and agree that they will nor and will not allow any other business to be carried on on the said premises without the consent of the Party of the First Part.

5.- The Party of the First Part covenants and agrees that should the Parties of the Second Part, being the Lessees in the Lease above referred to, exercise the option to purchase contained in the said Lease and complete the payments in said option provided for, the above referred to equipment will be transferred to the Parties of the Second Part without extra payment and that he will execute all such documents as may be necessary to transfer same to the Parties of the Second Part.

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:

"W. W. LEFEAUX"
Vancouver, B. C.
As to all three
signatures.

"H. MIYAZAWA"

"CECIL WEIR"

"E. LAWTEY"

SCHEDULE "A"

1 Washer	30" x 40"	Toronto Laundry	Belt-Driven
1 "	24" x 24"	"	"
2 "	30" x 48"	Mateer	"
2 Extractor	26"	Toronto Laundry	"
1 Pressure Filter	4000 gals	Bowser	"
1 Vacuum Distill	125 gals.	"	"
1 Continuous Flow		"	"
1 Tumbler	40" x 48"	Eagle	"
2 "	36" x 30"	Huebsch	Motor Driven
1 Spotting Board		Glover	"
1 Dress Dryer		"	"
1 Pressing Machine		Pan-Tex	"
1 Glove Finisher			
1 Boiler	17.4 H.P.	(Ray Oil Burner. Steam Pump)	
3 Rotary Pumps	#2		
1 Electric Motor	5 H. P.		
1 "	3 H. P.		

"W. W. LEFRAUX"

March 14th, 1942.

Copy

THIS INDENTURE made in duplicate the 14th day of March, in the year of our Lord one thousand nine hundred and forty-two (1942).

IN PURSUANCE OF THE "SHORT FORMS OF LEASES ACT"

BETWEEN:

HACHIRO MIYAZAWA, of 620 East 16th Avenue,
in the City of Vancouver, Province of
British Columbia,

hereinafter called the "Lessor"

OF THE FIRST PART;

AND:

CECIL FRANKLIN WEIR and EMMANUEL LAWTEZ,
both of 3224 Fraser Avenue, City and
Province aforesaid,

hereinafter called the "Lessees"

OF THE SECOND PART:

WITNESSETH, that the said Lessor doth demise unto the said Lessees, their executors, administrators and assigns, ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of Vancouver, in the Province of British Columbia, more particularly known and described as follows:- 3223 Fraser Avenue, being Lot Eight (8) of Block Ninety-two (92) of Subdivision of District Lot Three Hundred and One (301), from the 9th day of March, 1942, for the term of five (5) years thence ensuing;

YIELDING therefor during the said term the rent of Ten thousand, Four hundred Dollars (\$10,000.00) of lawful money of Canada, payable on the following days and times, that is to say:- The sum of \$40.00 on the execution of this Lease and \$40.00 payable weekly, that is to say the sum of \$40.00 on each and every Monday during the term of this Lease.

THAT THE said Lessee covenants with the said Lessor to pay rent; AND to pay rates for water, electric

710400

7400

light, gas and telephone.

AND to repair; AND to keep up fences;

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

AND will not assign without leave. And will not sub-let without leave.

AND that he will leave premises in good repair.

AND that he will not carry on any business that shall be deemed a nuisance on the premises.

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

PROVISO for re-entry on seizure or forfeiture of the said term.

THE said Lessor covenants with the said Lessee for quite enjoyment.

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current 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 granted be burned down, or damaged by fire, or tempest, so as to render the same unfit for the purpose of the Lessee then and so often as the same shall happen the rent hereby reserved, or a

proportionate part thereof, according to the nature and extent of the injury sustained and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been rebuilt or made fit for the purpose of the Lessee.

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this document, the same shall be deemed to include the plural or the feminine or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto, where the context or the parties so require.

THE LESSOR HEREBY AGREES to give and does give to the Lessees an option to purchase the land and premises herein set out for the sum of Seven thousand, Five hundred Dollars (\$7,500.00) to be exercisable on the expiration of this Lease, viz,- the 9th day of March, A.D. 1947, providing the terms, conditions and covenants herein contained are kept and all payments promptly made and no payments herein provided for overdue, providing that the Lessees give at least sixty (60) days' notice in writing to the Lessor before the said date of expiry of this Lease of their intention to exercise this option, payable one-third cash, one-third in one year from the date of the exercise of the option and one-third at two years therefrom, together with interest at the rate of six per cent (6%)

(4)

per annum payable half-yearly after such date.

IN WITNESS WHEREOF the said parties hereto
have hereunder set their hands and seals.

SIGNED, SEALED and DELIVERED)
in the presence of:

"W. W. LEFEAX"

Vancouver, B. C.

Solicitor as to
all three signatures.)

"H. MIYAZAWA"

"CECIL F. WEIR"

"E. LAWTEY"

FOR MAKER.

I HEREBY CERTIFY that on the 14th day of March
A. D. 1942, at Vancouver, in the Province of British
Columbia, HACHIRO MIYAZAWA, who is personally known to me,
appeared before me and acknowledged to me that he is
the person mentioned in the annexed instrument as the
maker thereof and whose name is subscribed thereto as
party, that he knows the contents thereof, and that he
executed the same voluntarily and is of the full age of
twenty-one years.

IN TESTIMONY whereof I have hereunto set
my Hand and Seal of Office, at Vancouver, in
the Province of British Columbia, this 14th day
of March, A.D. 1942.

"W. W. LEFEAX"

A COMMISSIONER FOR TAKING AFFIDAVITS WITHIN
BRITISH COLUMBIA.

*See Agreement 14/3/42
re Equipment.*

July 12, 1943.

MEMORANDUM

Re: SUMMARY OF LEASE

File No. 1366

Lease between Hachiro MIYAZAKI and
Cecil Franklin Weir and Emmanuel Lawton

Date of Lease March 14th, 1942.

Terms and Duration As this Lease is for a five-year period and involves the question of purchasing the premises on the expiration of the Lease on the 9th of March, 1947, a copy of the actual Lease is attached hereto.

There is an Agreement dated the 14th of March, 1942, covering the use of various laundry equipment in this building for the period of the Lease, but it has not been considered necessary to make a copy of same at this stage.

PD:HT

Report of CHARLES BARRETT-LENNARD,
Chartered Accountant, 502 Randall Build-
ing, Vancouver, B.C., on HASHIRO MIYAZAWA,
April 4th, 1942.

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Attention Mr. C.L. Drewry

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

Dear Sir: Re Hashiro Miyazawa - No. 06096

In accordance with instructions, I wish to report
as follows:

1. Location and Nature of Property. 3223 Fraser Avenue,
Vancouver, B.C. The building 33' x 50', containing a
very complete Dry Cleaning Plant. There is a great deal
of machinery in this plant which is listed on the annexed
Inventory. Most of the machinery is practically new, and
the plant is being operated by the Lessees, who have an
option to purchase (see particulars under Paragraph 2).
A list of machinery marked Schedule "A" is attached.
2. Ownership. The owner is Hashiro Miyazawa, who entered
into an agreement dated March 14th 1942, to lease to Cecil
F. Weir and Emanuel Lawtey the land, building, machinery
and equipment, for five years, for the consideration of
\$10,400.00, payable \$40.00 per week. This agreement also
gives the Lessees an option to purchase at the expiration
of the lease for an additional \$7,500.00, payable 1/3 cash
and the remainder over two years payable 1/3 each year.
The agreement therefore will most likely result in the sale
of the property.
3. Description of Land and Buildings. Lot 8, Block 92,
D.E. 301, Group 1, New Westminster District, Plan 187. I
have checked the description with the tax receipts.
4. Inventory of contents of Building. See Schedule "A" at-
tached.
5. Insurance in Force. Fire Insurance \$5,000.00
6. Liabilities. Nil
7. Recommendations. This is a valuable estate. The
machinery and plant appear to be in a good state of repair.
With Mr. Miyazawa evacuated, some responsible Agent should
be in charge. It will be necessary to see that the weekly
payments are not allowed to fall in arrears, and in event
they do, it may be necessary to insist on payment, enforce
the agreement, and as a last resort, take steps to regain
possession of the plant and lease to others.

Mr. Miyazawa has left the supervision and manage-
ment of this matter in the hands of Mr. A.W. Lefaux, Barrister,
of 837 West Hastings Street.

My recommendation is that it could be either

*John
1942
13367
M*

- 2 -

- (a) left in the hands of Mr. W. W. Lefebvre,
- (b) handled by my office,
- (c) handled by the Custodian.

Reported by

A. B. Lewis

CHARTERED ACCOUNTANT.