

2783

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO.

2783

DATE

FILLED BY

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

PERSONAL INFORMATION

NAME: OZAWA, Keisuke

HOME ADDRESS: 242 Powell St. Vancouver, B.C.

REGISTRATION NUMBER 05996 SEX: Male AGE: 46

OCCUPATION: Shoe Merchant

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

EMPLOYER: Self

MARRIED? Widower

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: Roy (M), Grace (F)

ADDRESS OF CHILDREN: same address as above

AGE OF CHILDREN: 15 and 12 respectively

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

1. LOCATION AND DESCRIPTION: Building located at 242, 244, 246 Powell St.
Vancouver, B.C. Legal description - Block 5 - Lot 24
D.L. 196

2. BUILDINGS AND OTHER IMPROVEMENTS: 3 storey brick building, two stores on ground floor. Second and Third floors consist of 17 rooms, 12 rooms rented to tenants, five rooms occupied by declarant.

3. INSURANCE (Give particulars; state where policies are) \$5000.00 fire insurance on building, name of Company and policy number unknown.

4. TAXES (Amount and where payable) Approximately \$400.00 paid to Dec. 31st 1941 to City of Vancouver, B.C.

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

Approximately \$3000.00 owing by way of mortgage to Confederation Life Assurance Co., Vancouver, B.C. Payments made to date

6. OCCUPANCY AND LEASES (If vacant so state) see item no. 2.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Title in Land Titles office,
Vancouver, B.C.
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: Lives at 242 Powell St., Vancouver, B.C.
2. LANDLORD'S NAME AND ADDRESS: Self
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:

Approximately \$1200.00 in shoes in store building at 244 Powell St.
Vancouver, B.C. cash register valued at \$200.00, adding machine
value \$125.00, one safe value \$100.00, one showcase and fixtures,
value \$200.00 also at above address. 14 bedroom suites,
dining room suite, one couch, one bridge lamp, one desk lamp,
gramophone, two electric clocks, one bookcase and quantity of books, kitchen
range, kitchen table and six chairs, kitchen cabinet, silverware,
electrical appliances, davenport.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: at 242 Powell St.
Vancouver, BC

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

PD
INFORMATION FROM R.C.M.P.

Date

July 29/13

File No.

2783

11 Name

OZAWA

Keisuke

(Surname in Block Letters)

Registration No.

05996

Male - Female
(check)

Age

Oct 15, 1896

Former Address

242 Powell St City

Date Evacuated

4/8/42

Naturalized - Canadian-Born - National
(check)

Present Address

New Denver, B.C.

WIDOWER
Married - Single
(check)

Name of Wife

(OZAWA) ^{nie} Shige (deceased)

Name of Husband

Name of Mother

Name of Father

Names of Children under 16

Grace (F) June 28, 1930

Ray Ikno (M) Sept 9, 1927

Requested by

ECN

Registered with Custodian

(Yes or No)

Additional Information

Shoe merchant. Owns buildings
and land at above address.

INFORMATION FROM R.C.M.P.

Date 31-1-44

Our File No. _____

Full Name Nobuzo OZAWA

(Surname in Block Letters)

Registration No. n/r

Male - Female
(check)

Age _____

Former Address

867 Georgia Street E., Vancouver, B.C.

Date Evacuated _____

Naturalized - Canadian-Born - National
(check)

Present Address

Married - Single
(check)

Name of Wife _____

Name of Husband _____

Name of Mother _____

Name of Father _____

Names of Children under 16 _____

Requested by Mr. K.W. Wright

Registered with Custodian

(Yes or No)

Additional Information

Confectioner

2783

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 28 1942
29

Agent's Report by -
H. Wyburn George,
408 Hornby St.,
VANCOUVER, B.C.

on OZAWA - Keisuke
242 Powell St.,
Vancouver, B.C.

Registration No.
059996.

Mr. Ozawa made a declaration under date of 9th April, 1942, the information given therein appears to be very inaccurate. His age is given as 46, my observation would place this at nearer 65. In support of this, I would state that the mortgage on his property was originally placed in 1909, which would give him an age of 13 at the date of placing the mortgage, which is, of course, impossible.

He states he has two children of the ages 15 and 12, I understand, however, that he has a daughter who some years since returned from college in Japan and has been teaching in the Japanese school here.

1 & 2. Real Property - Lot 24, Blk. 5, D.L. 196 -
Located at 242-244 and 246 Powell St., Vancouver, B. C. This property is a three storey brick building having two stores on the ground floor, the second and third floors consisting of rooms rented to tenants, with the exception of those occupied by the owner. The property appears to have a frontage of 25 feet on Powell St. and a depth of 120 feet. This property does not appear to be in a very good state of repair.

The property is subject to a mortgage to the Confederation Life Assurance Company, on which there is owing the sum of \$4,071.99, instead of approximately \$3,000.00 as shown in the declaration. Payments are in arrears in the sum of \$323.18. The Extension Agreement under which this mortgage is being carried, expires August 15th, 1943. Taxes on the property of \$316.00 odd for the year 1941 have been paid. Mr. J. N. Irvine, Manager of the Mortgage Department of the Confederation Life Assurance Company, places the value of the property at around \$5,000.00.

Of the two stores on the ground floor, one is occupied by Ozawa and the only rented to the Inamoto Transfer, who are in arrears of rent approximately \$280.00. The mortgagee is collecting amounts on account of the rent from Inamoto in approximately \$25.00 a month, while Ozawa is paying \$50.00 a month, which payments are being applied against the mortgage indebtedness.

Insurance in the sum of \$5000.00 is carried in the London Lancashire Fire Insurance Company, Limited.

3. Personal Property and Effects -

In addition to the shoe business reported by the declarant, he operates a shoe repair business, for which purpose he owns certain equipment not included in his declaration, consisting of:

- 1 Champion Stitcher
- 1 Masta McKay Stitcher
- 1 Finisher
- 1 Singer Patcher
- 1 Paragon Cement Press and sundry small tools.

Ozawa states that he is not taking any more repair work and is endeavouring to complete what he has in hand and then dispose of the above listed equipment, having had two parties enquiring regarding the purchase of this.

As the declarant is still in possession, no attempt was made to verify the inventory of personal effects or stock. Ozawa has not yet been evacuated but desires that his daughter carry on the retail shoe business until such time as she is evacuated, when he would like the balance of this stock placed in storage. I verified that further purchases are being made by Ozawa from the J. Leckie Company, Limited, under an arrangement by which they agree to take back any unsold but saleable stock in payment of their account under the usual trade practise of a 10% rebate to cover reconditioning. The Manager of the Leckie Co. advises me that this arrangement is of course subject to approval of the Custodian and is not intended to be prejudicial to other creditors. The name of the unknown creditor referred to in the declaration is La Chance and Tanquay Limited, 70 Ave., Bigaquette, Quebec.

Remarks -

My investigation was not completed at the time of my visit on April 24th, largely on account of interruptions from customers coming into the store. From the foregoing report, it will be observed that the information furnished by the declarant is not very reliable, whether intentional or otherwise.

Recommendations -

1. That this man be permitted to complete his repair work and dispose of this repair equipment.
2. That the continuance of the retail shoe business by his daughter until her evacuation be permitted and thereafter such stock not taken over by the Leckie Co. be sold to satisfy other creditors, any balance being placed in storage.
3. The declarant thinks it possible that the rooming house business might be rented to Chinese with the sale of the rooming house furnishings or these too to be included in the rental proposal. In the matter of the disposal of the property, I can offer no recommendation, I believe, however, that the Mortgage Company are anxious to get out of this risk.

W. J. H. G. G. G.
60

April 28th, 1942.

Catalogue No.182

File No. 2783

OZAWA, Keisuke

Reg. No. 05996

Civic Address: 242-6 Powell Street, Vancouver.

Legal Description: Lot 24, Block 5, D. L. 196,
Gp. 1, N.W.D., Plan 184.

Classification: 2 Stores & rooms.

- - - - -

This property has been quitclaimed to
the Confederation Life Association and
the Custodian has no further interest.

1944

Apr. 3

"

H. D. Campbell's letter re Chattels (Nil)

H. D. Campbell's letter re Claims (Nil)

EXHIBIT No. 1140-9
DATE Oct 12 1945
FILED BY K. R. R. Davis

REAL PROPERTY SUMMARY

JAPANESE NAME: Keisuke OZAWA Reg. No. 05996
CATALOGUE NO: 182
PROPERTY ADDRESS: 242 - 6 Powell Street, Vancouver, B.C.
LEGAL DESCRIPTION: Lot 24, Block 5, District Lot 196, Group 1, New Westminster District, Plan 184.
TITLE: In name of Keisuke Ozawa. Certificate of Title No. 86788-I.

ENCUMBRANCES: Registered: 19758-F. 6 July 1909. 11.1 Mortgage to Confederation Life Association \$7500.00, due 15th August 1914, interest at 7%.

86321-H. 28 January 1931. 11.14. Mortgage to Nobuzo Ozawa for \$3000.00 due 24 January 1934, interest at 6%.

Filing 36321, vesting the interest of Keisuke Ozawa in the Custodian filed June 7, 1943.

Filing 37603, vesting the interest of Nobuzo Ozawa in the Custodian, filed 10 February 1944.

Unregistered: No evidence of any on file.

ASSESSED VALUE: 1942
Land \$3750.00
Improvements 5200.00 - \$8950.00 Taxes - \$332.39
The assessment was reduced to \$8125.00 in 1944.

CLASSIFICATION: D.W. Reeve reporting to the Confederation Life Association on this property, 2nd November 1943, states
"The lot has a frontage of 25 feet and a depth of 122 feet.

The building is a three storey brick structure with a small furnace room excavated at the back, the upper floors being heated by hot water. The access to this furnace room is by a concrete stairway in the back yard, which is rather dangerous as it has no protective railing.

There are seventeen rooms on the two upper floors, including the office and kitchen used by the lessees. There is one bathroom, two hallway sinks, and one sink in the kitchen.

There are no wash basins in the rooms. There is a bath, which was installed by the tenant in consideration of the moderate rent of \$30. per month and we understand the lease runs to the 31st July, 1945. The ground floor was formerly divided into two shops.

of which one is now vacant and one occupied by a man with a large family who took possession without authority and does not pay any rent. The only plumbing in these premises is a sink and a w.c., with access only from outdoors.

Generally speaking, the building is in very poor condition."

**HISTORY OF
ADMINISTRATION:**

On May 23, 1942, Keisuke Ozawa wrote to H.D. Campbell saying that he was being moved to the hospital at Hastings Park and that his daughter would carry on his shoe business. He requested Mr. Campbell to advertise his business for sale and the two upper storeys for sale or to rent. Mr. Campbell had already been requested (8 May 1942) to report on this property, and continued to act as rental agent for the Custodian.

On July 14, 1942, Keisuke Ozawa reported to Mr. Campbell that he had leased the two upper floors of the building, comprising 17 one and two room suites, to Yip Chew Git as from 1st September 1942 for a term of three years at a monthly rental rate of \$30.00, the lessee to have the privilege of occupation during the month of August preceeding free of rent; the lessee to pay all charges accruing, taxes excepted, and to make certain specified alterations at his own expense. This arrangement was approved by the Custodian on 17th July 1942. The furnishings were purchased by the lessee at a price of \$100.00. Copies of the lease and bill of sale are on file.

The ground floor of the building contained two stores, one of which was occupied by the shoe store of Ozawa and the other by the Imamoto Transfer which on 2nd April 1942 was \$280.00 in arrears of rent, at a rental of \$25.00 per month. Imamoto was, for this and other reasons, considered an undesirable tenant, but was allowed to remain until his evacuation. Mr. Ozawa or his daughter continued to operate the shoe business until his evacuation on 4th August 1942.

Mr. Campbell reported on 23rd July 1942 that he had arranged, subject to the Custodian's approval, to lease for three years the ground floor premises to the lessee of the upper floors at a rental of \$15.00 per month for the first year, \$25.00 per month for the second year and \$40.00 per month for the third year, the period to conform to the lease of the upper floors. A letter (21 July 1942) of the Confederation Life Association on file approves of this proposed lease. This arrangement was a verbal one and contingent upon the lessees obtaining the privilege of using the steam press on the premises, partly dismantled and needing repairs (H.D. Campbell 12th September 1942). Delay occurred in these repairs being made, and a memo of Mr. Wilson's 10 November 1942 states that the deal fell through owing to new War Time Prices and Trade Board Regulations - nature of which is

not disclosed. No revenue accrued from this floor. The balance of rent owing by Imamoto, \$275.00, was reported uncollectable by Mr. Campbell 7th December 1942.

The possibility of renting this ground floor was further complicated by the unauthorized occupation of one of the stores, No. 246 Powell, by a John McDougall, his wife and nine young children. Not only was their occupation an obstacle to renting the floor, but the children were believed to have stolen, unrestrained or encouraged by their father, a large number of things from this and other Japanese owned premises. Their depredations were reported to the Children's Aid Society and finally to the Juvenile Court and other welfare agencies. It was finally decided to lay a charge of malicious damage against the father, John McDougall, but when the action came to trial it failed, the Chinese witness on whom reliance was placed, refusing to implicate McDougall.

The series of thefts and damage done and attributed to the McDougall family were estimated by Mr. Campbell at an amount of from \$1,000.00 to \$2,000.00 (16 June 1943). To prevent continuance of these depredations it was decided to evict the family, and Mr. Sheppard was instructed (31 August 1943) to take the steps necessary. He reported 5th October 1943 that the sheriff had been instructed to proceed with a writ of possession. Up to 3rd December the sheriff had taken no action, but in a letter from the Custodian to the City Health Department, it is stated that the sheriff had given assurance that the McDougall family would be evicted on the 13th, and no further reference to their occupation appears on file. This eviction was ordered as the McDougalls continued to take for firewood anything convenient, and with due consideration of public opinion as to evictions at that time.

In view of the mounting charges for repairs to the building, the annual taxes of \$316.75 and interest on mortgage \$375.00 with only a revenue of \$360.00 per year, the mortgagee, Confederation Life Association, procured an appraisal of the property, by Mr. Reeve (copy on file) who reported its condition as quoted above under "Classification." He estimated its value as at 2nd November 1943 as \$2,000.00 to \$2,250.00 with the probable cost of \$1,000.00 in putting it in good repair. The balance owing on mortgage, 5th July 1943, amounted to \$4744.86, with interest of about \$180.00 falling due 15 August 1943, a total exceeding \$4900.00. The property having been listed for sale in the Custodian's catalogue and no offers received up to October 6th, The Confederation Life Association intimated that it would be willing to accept a less amount if the property were sold, and if not they desired permission to institute foreclosure proceedings. As such proceedings would add from \$200.00 to \$300.00 to Mr. Ozawa's liability and would leave him personally liable for the balance in excess of any price realized for the

property this method of dealing with the property was not favored by the Custodian, and it was suggested that a quit claim, with release from personal covenant, would be preferable. A memo by Mr. Milson (15 November 1943) of a telephone conversation with the Confederation Life indicates that a quit claim was not satisfactory to the Home Office, and that the Association would prefer to accept the proceeds of a sale of \$2,000.00. On the 26th Peter Ham, on behalf of P.C. Quon made an offer of \$2100.00, on condition that the McDougalls would be evacuated before the purchaser took possession. This offer, with details of the situation, was reported to the Advisory Committee by Mr. Shears on the 30th and on December 4th, the Confederation Life advised the Custodian that it was prepared to accept \$2,000.00 less 5% commission on sale. Mr. Shears and Mr. Wright discussed this with Mr. Durkee of the Advisory Committee, who considered the value of the property to be \$5500.00 (note to Milson memo of 11th December).

The next step taken was to instruct Mr. Sheppard to prepare a Quit Claim Deed of the property from Keisuke Ozawa to the Confederation Life Association. This deed was sent to the Supervisor of the B.C. Security Commission with the request that he obtain execution by Mr. Ozawa, informing him of his continued liability if the mortgagee should foreclose. Mr. Ozawa replied through the Supervisor requesting a statement of his account, which was sent on 10 January 1944. The Supervisor reported on the 13th that Mr. Ozawa had decided not to sign the Quit Claim Deed.

A memo of 21 January 1944 by Mr. Shears states that the Committee had advised him that it did not feel inclined to establish a precedent by approving the sale of any property at 25% of its assessed value, but was not averse to a Quit Claim Deed from the Custodian to the Confederation Life Association, with a provision releasing Keisuke Ozawa from the personal covenant contained in the mortgage.

At this stage it was necessary to take cognizance of the second mortgage in favor of Nobuzo Ozawa for \$3,000.00. It was ascertained from Keisuke Ozawa (5 February 1944) that Nobuzo Ozawa is in Japan, and a vesting of his mortgagee interest was filed 10 February 1944. Mr. Keisuke Ozawa informed the Supervisor of the Security Commission at New Denver, 5th February 1944, that he did not hold a discharge of this mortgage.

Pursuant to a request by the Custodian, Mr. Sheppard prepared and sent to the Custodian the following documents to be executed (14 February 1944).

1. Request to the Registrar to record land in name of Custodian.
2. Request to the Registrar to record mortgage (second mortgage) in name of Custodian.
3. Discharge of Second Mortgage.
4. Quit Claim Deed.

The Quit Claim Deed, executed by the Confederation Life Association was received by the Custodian on 8th April 1944, and was sent to G.W. McPherson along with transmission of real estate and the second mortgage and Discharge of the second mortgage for execution by the Deputy Custodian, on 9th April 1944; the executed documents were returned to this office on 20 April 1944. They were sent to the Confederation Life Association, who on 3rd April 1944, reported that title, unencumbered, had been issued in the name of the Association, and \$100.00 to cover legal charges was received from the Association on 17th April 1944. It may be added that the Confederation Life Association sold the property to Pong Can Quon for \$2,100.00.

In respect to the second mortgage, Mr. Sheppard's opinion of 29th January 1944, may be cited:

"Further we cannot see that the Custodian has any particular interest in this matter. There appears no equity in it for the evacuee over the first mortgage, let alone any equity over the first and second; also the evacuee is not liable on the covenant, the original mortgagors were William and Clementine Francey and the only liability of the evacuee owner would appear under an express or implied covenant of indemnity to them, the mortgagors, which of course could be assigned to the Confederation Life Association, but has not been assigned. Therefore, at the present time the Confederation Life has no claim against this evacuee personally. You are therefore in a position where you will have to give a gift of the discharge of this second mortgage or ask the Confederation Life to foreclose. We would suggest that you ask them to take foreclosure proceedings."

Mr. Wright's opinion may also be quoted as set forth in his memo of January 31, 1944:

"The Confederation Life may be required to foreclose and get rid of the second mortgage. If they have to go to this expense, they are in no worse position than if the Japanese had not been evacuated. If Keisuke Ozawa were still here and refused to cooperate with them as he has refused to cooperate with us, there would be no other course open to them.

It seems to me that we should in future bear this case in mind and where it is clearly shown that the Japanese have no equity, we will approve mortgagees exercising such rights as they may have under a mortgage held. Simply write and tell them the Custodian has no objection to their taking proceedings if they so desire. By so doing we will avoid criticism by the Japanese later on inasmuch that the Custodian will have the protection of any order that is made."

made.

- Page 6 -

File No. 2783

FUNDS:

Released to the credit of Keisuke Ozawa:
Balance from H.D. Campbell \$1.76, rent collected by
Custodian \$525.00, from Confederation Life Association
for legal fees \$100.00, total \$626.76; less commission
on rent \$97.00, repairs \$47.45, sundries \$79.52,
Certificate of Encumbrance \$2.00, interest \$150.00,
legal fees \$73.55, advertising \$4.00, total \$453.52.
Net amount released \$173.24.

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

Santhaparan

IM:10

DATED: June 5th, 1947.

"G"

2783

This Indenture

made in **triplicate** the **31st** day of **July** in the year
of our Lord one thousand nine hundred and **forty-two**.

BETWEEN

State Full Name
Address and
Occupation.

**KRISUKE OZAWA, of 242 Powell Street,
in the City of Vancouver, in the
Province of British Columbia, Shoe Merchant,**

hereinafter called the "Grantor," of the

First part, and

State Full Name
Address and
Occupation.

**YIP CHEN GIT, of 237 Main Street,
in the City of Vancouver, in the
Province of British Columbia, Produce
Dealer,**

hereinafter called the "Grantee," of

the Second Part.

WHEREAS, the said Grantor is possessed of the goods, chattels and personal effects hereinafter set forth, described and enumerated, and hath contracted and agreed with the said Grantee for the absolute sale to him of the same, for the sum of **One Hundred (\$100.00) Dollars.**

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of

One Hundred. Dollars (\$100.00) of lawful money of Canada, now paid by the said Grantee to the said Grantor, at or before the sealing and delivery of these presents (the receipt whereof is hereby acknowledged), the said Grantor HATH BARGAINED, sold, assigned, transferred and set over and by these presents DOTH BARGAIN, sell, assign, transfer and set over unto the said Grantee, ALL THOSE the said goods, chattels and personal effects hereinafter described that is to say:

All the rooming-house goods, chattels, equipment, fixtures and appliances situate in, on or about the two upper storeys of the premises known as the Panama Rooms at 242 Powell Street, in the City of Vancouver, in the Province of British Columbia.

PROVIDED HOWEVER, and it is hereby understood that the aforesaid goods, chattels, equipment, fixtures and appliances do not include the personal goods, chattels or effects of the Grantor.

all of which said goods, chattels and effects are now in the possession of the Grantor and are situate, lying and being in or upon and about the two upper storeys of the premises at 242 Powell Street, Vancouver, in the City of Vancouver, in the Province of British Columbia.

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

TO HAVE AND TO HOLD the said hereinbefore assigned goods chattels and effects and all of them and every part thereof, with the appurtenances thereto, and all the right, title and interest of the said Grantor thereto and therein, as aforesaid, unto and to the use of the said Grantee to and for his sole and only use For Ever:

AND the said Grantor DOTH hereby Covenant, Promise and Agree with the said Grantee in manner following, that is to say: THAT the said Grantor is now rightfully and absolutely possessed of and entitled to the said hereby assigned goods, chattels and effects and all of them, and every part thereof: AND that the said Grantor now hath in him good right to assign the same unto the said Grantee in manner aforesaid, and according to the true intent and meaning of these presents: AND that the said Grantee shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess and enjoy the said hereby assigned goods, chattels and effects and every of them, and every part thereof, to and for his own use and benefit without any manner of hindrance interruption, molestation, claim or demand whatsoever of from or by the said Grantor or any person or persons whomsoever: AND that free and clear, and freely and absolutely released and discharged or otherwise at the cost of the said Grantor, effectually indemnified from and against all former and other bargains, sales, gifts, grants, titles, charges and incumbrances whatsoever: AND moreover, that the said Grantor and all persons rightfully claiming, or to claim any estate, right, title, or interest of, in, or to the said hereby assigned goods, chattels, and effects, and every of them, and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the said Grantee, but at the cost and charges of the said Grantee, make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds, and assurances for the more effectually assigning and assuring the said hereby assigned goods, chattels and effects unto the said Grantee in manner aforesaid, and according to the true intent and meaning of these presents, as by the said Grantee, or his counsel, shall be reasonably advised or required.

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

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

THE GRANTEE hereby acknowledges that he has inspected and checked the goods mentioned herein and hereby acknowledges the same as correct and releases and discharges the Grantor or his agents or assigns from any claim whatsoever in respect of shortage or damage.

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

Signed, Sealed and Delivered

IN THE PRESENCE OF

Joe Myrha
245 Powell St.
State Full Name
Address and
Occupation.

Walter Agah
Winnifred Loosen
311-602 West Hastings St.
Vancouver, B.C.
Stenographer,
as to execution by *Yip Chew Git*

H. O. Gawa
Yip Chew Git

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

Winnifred Loosen sworn before me this 19th
day of August A.D. 1942.

W. L. S.
Notary Public in and for the Province of British Columbia
Commissioner for taking affidavits within British Columbia.

AFFIDAVIT OF BONA FIDES

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

SWORN before me at the City of **Vancouver**, in the Province of **British Columbia**, this **10th** day of **August**, A.D. 1942.

Yip Chew Git

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

TO WIT:

British Columbia

Yip Chew Git
City of Vancouver
Bill of Sale Act

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

MORRIS & MACLENNAN,
Barristers, etc.
Vancouver, B.C.

Bill of Sale
(ABSOLUTE)
FORM NO. 14

TO

YIP CHEW GIT

KEISUKI OZAWA

DATED *July 31st* 1942.

AFFIDAVIT OF WITNESS

BRITISH COLUMBIA

TO WIT:

I, *James H. Jackson*, of Vancouver, in the Province of British Columbia, make oath and say as follows:

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

2. That the said Bill of Sale was made and given by the said Yip Chew Git on the *10th* day of *August*, in the year of our Lord one thousand nine hundred and forty-two.

3. That I was present and did see the said Yip Chew Git, in the said Bill of Sale mentioned, and whose name is signed thereto, sign and execute the same on the said *10th* day of *August*, in the year aforesaid.

4. That the said Yip Chew Git at the time of making and giving the said Bill of Sale, resided and still resides at 237 Main Street, Vancouver, B.C., and then was and still is a Produce Dealer.

5. That the name *James H. Jackson* and subscribed as the witness of me, this deponent, and that I reside at *237 Main Street*, Vancouver, B.C., and am a *Notary Public*.

Subscribed to and sworn before me, this *10th* day of *August*, A.D. 1942, at the City of **Vancouver**, in the Province of **British Columbia**.

James H. Jackson

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

Douglas W. Reeve, F.S.I.
Chartered Surveyor and Valuer
George A. Watson

EXHIBIT No. 1160-2
DATE OCT 12 1943
FILED BY
K. A. B. H. S. G.

JOHN REEVE & CO.
TELEPHONE MARINE 5254
CABLE ADDRESS "JOHN REEVE" VANCOUVER
NOV 4 1943

JOHNSON, REEVE AND WATSON
ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

VANCOUVER, B.C.

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

2nd November, 1943.

*9-4-43
copy sent
Mich 6/1/48. (R.H.H.)
to Thompson & Harrison
Solicitors*

The Confederation Life Association,
470 Granville Street,
VANCOUVER, B.C.

Dear Sirs:

Re Mortgage No. 3803 - Keisuke Osawa
Lot 24, Block 5, B.D. of D.L. 196,
Group 1, Plan 196, Vancouver District
242 and 244 Powell Street,
Vancouver, British Columbia

In accordance with your instructions, we have inspected
the above described property and beg to report as follows:-

This property is situated in the portion of the Powell
Street which for many years has been occupied exclusively by
Japanese and, prior to the War, there is no doubt that a good deal
of retail business was done in this section. At the present
time, owing to the evacuation of the Japanese from the Pacific
Coast, the street is practically deserted so far as ground floor
premises are concerned and the rooming houses in the upper
storeys of some buildings have been largely rented to Chinese
and are occupied by white men.

The difficulty of obtaining tenants for ground floor
premises at any rent and the low rents for rooms, make it
difficult to estimate value on the ordinary basis of income
return especially as the City Assessor has not yet reduced his
valuations of land for taxation purposes. The assessment of this
property, for instance, is \$5,100 on the building and \$3,500 on
the land, a total of \$8,600, the taxes being \$304.16 this year.

The lot has a frontage of 25 feet and a depth of 122
feet.

The building is a three storey brick structure with a
small furnace room excavated at the back, the upper floors being
heated by hot water. The access to this furnace room is by a
concrete stairway in the back yard, which is rather dangerous
as it has no protective railing.

There are seventeen rooms on the two upper floors,
including the office and kitchen used by the lessees. There is
one bathroom, two hallway sinks, and one sink in the kitchen.

There are no wash basins in the rooms. There is a bath,
which was installed by the tenant in consideration of the moderate
rent of \$30. per month and we understand the lease runs to the
31st July, 1945. The ground floor was formerly divided into two
shops, of which one is now vacant and one occupied by a man with
a large family who took possession without authority and does not
pay any rent. The only plumbing in these premises is a sink
and a w.c., with access only from outdoors.

Generally speaking, the building is in very poor condition.
We could not inspect the roof because the fire escape is in a

31676
H. J. S.

ROSLAN W. REEVE, F.S.I.
MEMBER VANCOUVER REAL ESTATE EXCHANGE
GEORGE A. WATSON

TELEPHONE MARINE 8264
CABLE ADDRESS "JONREE" VANCOUVER

JOHNSON, REEVE AND WATSON

ESTATE AGENTS

VALUATIONS, ARBITRATIONS, INSURANCE, REAL ESTATE, MORTGAGES
MEMBERS VANCOUVER REAL ESTATE EXCHANGE

- Page 2 -

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

The Confederation Life Association,
Vancouver, B.C.

2nd November, 1945.

dangerous condition but it is altogether likely that this roof has been neglected as much as the rest of the building. The fire escape needs repairing and strengthening and cannot be used at present without risk. The brick work of the back wall needs pointing and a new down pipe is required. The doors and windows at the back on the ground floor have been damaged and there is a good deal of broken glass. The glass in the door of one of the stores is broken and the transom lights are also broken. The exterior paintwork of the building has been neglected for a long time.

The most serious item in the condition is the floor of the shops. The joists appear to have rotted and it will probably be necessary to take up the whole of the floor and relay it with new joists. The shops are extremely dirty and the plumbing in bad condition. The rooms upstairs are in fair condition.

The rent of the rooms is only just sufficient to pay the taxes, insurance, and the cost of collection leaving no surplus for repairs.

We have estimated the probable cost of putting the building into good condition at from \$900. to \$1,000.

Under existing circumstances, with the building in its present condition and with no investment return, we are of the opinion that the property is not worth more than \$2,250.

If you intend to foreclose the mortgage and take title to the property, we would point out that the dangerous condition of the fireescape and the entrance to the furnace room would involve you in liability for any accident which may occur. Even if you spend a total of \$1,000 on putting the building into good condition, it is a little doubtful whether tenants for the ground floor could be obtained soon and we feel that the wisest course for you to adopt would be to sell the property as it is even if you have to accept \$2,000., rather than spend any money.

Yours faithfully,

JOHNSON, REEVE & WATSON

per

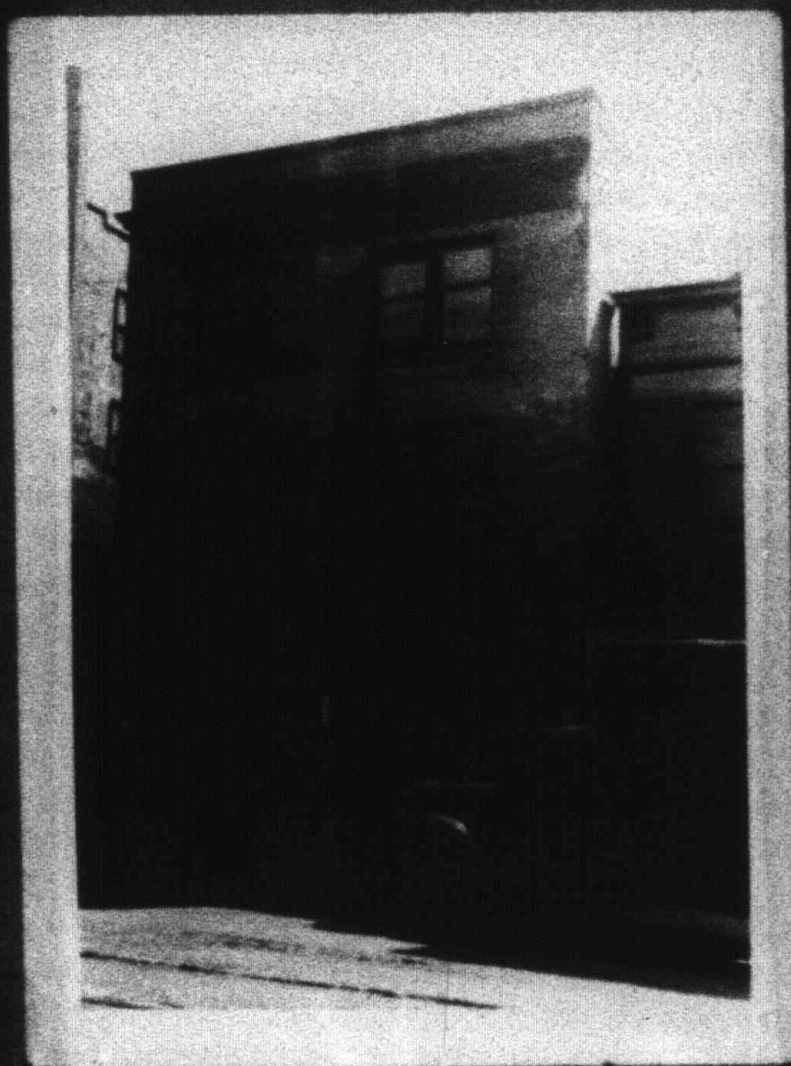
D. W. Watson

DWR
NOV 8 1945

File No. 2783

GRANA, Keisuke (Mr.)

Reg. No. 05996



Picture taken May 13, 1943.

2426 Paul H. Vancouver, B.C.

C
O
P
Y

CONFEDERATION LIFE ASSOCIATION

711-714 Rogers Building,
VANCOUVER, B. C.

May 20th, 1942.

Mr. Harold D. Campbell,
812 Standard Bank Bldg.,
Vancouver, B. C.

Attention Mr. Messenger:

Dear Sir:

Re: Mortgage 3802 - Keisuke Ozawa

Pursuant to our telephone conversation in which you advised that the affairs of Keisuke Ozawa had been handed over to the Official Custodian, this is to advise you particulars of his mortgage account and arrangements with use.

Mr. Ozawa's mortgage of \$4,636.61 was extended from the 15th of August, 1938 and was repayable \$100.00 on the 15th of February and August, 1939, 1940, 1941, and 1942, \$100.00 on the 15th of February 1943, and the balance on the 15th of August, 1943. The interest was at 5% and was due the 15th of February and August.

Payments have been made from time to time and the account at the present time is as follows:

Principal.....	\$4,259.79	
Interest paid to Feb. 15/42.....	-- --	
Incidentals.....	237.80	Cr. - in anti-
		icipation of
	<u>\$4,021.99</u>	1942 taxes.

We have paid the taxes each year for Mr. Ozawa, and although he has not kept within the terms of his Renewal Agreement, he has paid us \$50.00 a month himself, usually by giving us postdated cheques, and we endeavour to collect as much as we can from Inamoto, his tenant next door. However, money has been pretty hard to get from this tenant and we have been getting it in payments of \$5.00, \$7.50, and \$10.00 and as at today's date he is in arrears of \$274.33.

On Mr. Ozawa's behalf we wrote Inamoto advising him that if he would pay \$135.00 of the \$274.33 owing that Mr. Ozawa will take it in full settlement of his debt and his failure to do so will result in Mr. Ozawa putting the bailiff in for seizure.

The interest amount to approximately \$200.00 a year, and the taxes are approximately \$320.00, making a total of \$520.00 in all. Carrying charges do not take into consideration any expenditures to be made on the building, nor does it look after waterrates.

The insurance carried is \$5,000.00 in the Northwestern National for a three year period with the premium due of \$87.50, and the insurance is paid to the 24th of June, 1944.

We trust that this is the information that you desire, but if any further information is necessary we shall be pleased to supply same upon request and would ask you if you would be kind enough to keep us informed of developments in connection with this property.

Yours truly,

(Sgd.) John N. Irvine

BRANCH SUPERINTENDENT MORTGAGE INVESTMENTS

JNI/LJP
N.E.

Confederation Life Association

Head Office - Toronto, Canada

BRITISH COLUMBIA BRANCH

Mortgage Investments Department

JOHN N. IRVINE, Branch Superintendent

EXHIBIT NO. 1130-P

DATE July 12 1943

FILLED BY

711-714 Rogers Building

VANCOUVER, B.C.

July 5, 1943.

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

EVACUATION SECTION	
Rec'd	JUL 6 1943
File No.	
Ans.	
Ref. to	Cramer

Dear Sirs:

Re: Mtge. 3803 - Ozawa; Your Reference
File No. 2783.

Your letter received of June 22, 1943 in connection with the above and note your request for duplicate of the mortgage.

I have received from my Head Office in Toronto a photographic copy of the above mentioned mortgage and enclose same herein for your future reference. For your information, I wish to advise the standing of the account, as at June 22, 1943, the date of your letter, is as follows:

Principal	4,259.79
Interest to 15/2/43	177.91
	<u>4,437.70</u>

The Association is going to pay the 1943 Taxes amounting to \$304.16 on July 3rd, 1943, and debit them to the account.

Interest is due on the 15th of February and August of each year and the amount shown in Interest is our claim only to February 15th, 1943, and therefore Interest will be debited again on the 15th of August, 1943.

If any further particulars on the above property are required, I will be pleased to supply same.

Yours truly,

John N. Irvine
BRANCH SUPERINTENDENT,
Mortgage Investments Department.

JNI/MP
Photographic Copy.

Confederation Life Association

Head Office - Toronto, Canada

BRITISH COLUMBIA BRANCH
Mortgage Investments Department
JOHN N. IRVINE, Branch Superintendent

711-714 Rogers Building
VANCOUVER, B.C.

November 4th, 1943.

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

ATTENTION: MR. MILSON

Dear Sir:

Re: Mortgage #3803 - Keisuke Ozawa
Lot 24, Block 5, S.D. of D.L. 196,
Group 1, Plan 196, Vancouver Dis-
trict, 242 & 244 Powell Street,
Vancouver, British Columbia

The Association has recently found cause to have a valuation made of the above property by D. W. Reeve of Johnson, Reeve and Watson, the Association's valuers, and we enclose copy of the valuation herein. In view of the fact that the balance outstanding under our mortgage is greatly in excess of the valuation placed by Mr. Reeve, I would ask that a quit claim be executed and given to the Association.

I would be very pleased if you would give your immediate attention to the above.

Yours truly,

JNI/MP
Valuation

John N. Irvine
BRANCH SUPERINTENDENT
Mortgage Investments Dept.

EVACUATION SECTION	
Rec'd	NOV 6 1943
File No.	2783
Ans.	<i>Ans.</i>
Referred	<i>Milow</i>

Confederation Life Association

Head Office - Toronto, Canada

BRITISH COLUMBIA BRANCH
Mortgage Investments Department
JOHN N. IRVINE, Branch Superintendent

711-714 Rogers Building
VANCOUVER, B.C.

EVACUATION SECTION
DEC 6 1943
File No. 2783
Ans. Jan
Referred

Your file #6783

December 4th, 1943.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
Vancouver, B. C.

ATTENTION: MR. G. D. MILSON: ADMINISTRATION DEPARTMENT

Dear Sirs:

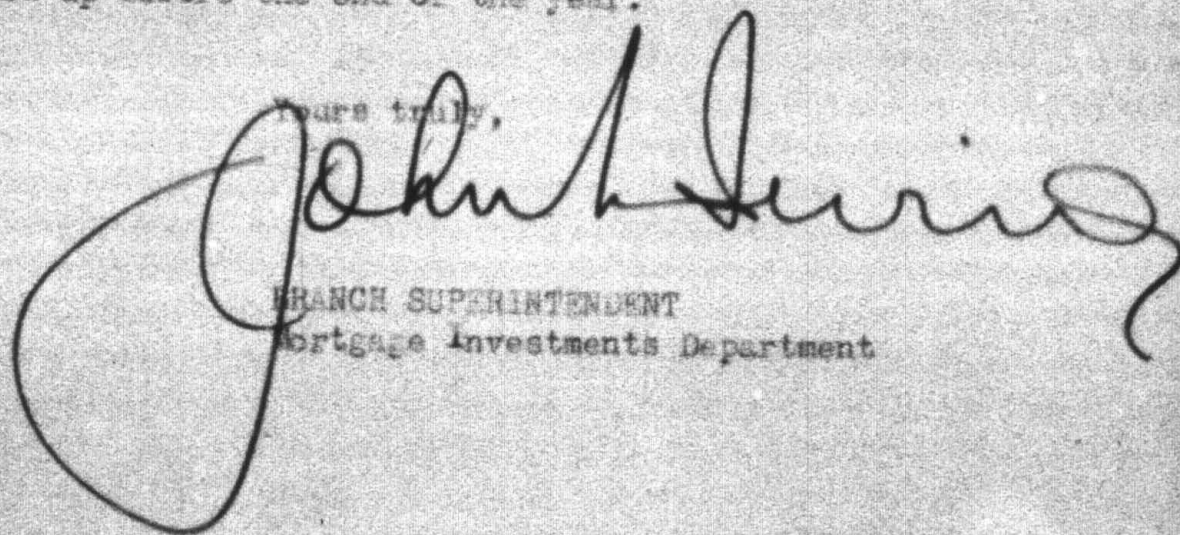
Re: Mortgages #2803 - Keisuke Ozawa

Your letter received of November 27th, 1943, in duplicate, with enclosures as stated and have noted your remarks and the offer as made.

I have been in communication with my Head Office and with my recommendation, they are prepared to accept \$2,000.00 for the discharge of their mortgage less 5% commission, or a net of \$1,900.00.

I would be very pleased to hear further from you as soon as this matter has been arranged and would like, if at all possible, to get the account cleaned up before the end of the year.

Yours truly,



BRANCH SUPERINTENDENT
Mortgage Investments Department

JNI/MP
N. E.

2783

Evacuee Section

509-10 Royal Bank Bldg.,
Vancouver, B. C.
March 9th, 1944.

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

Dear Mr. McPherson:

Re: Keisuke OZAWA and 242-246 Powell St.

We are enclosing herewith Quit Claim Deed, Transmission forms relative to transfer of real property and mortgage, as well as Discharge of Second Mortgage, all in duplicate, for execution by the Deputy Custodian.

The above named is the owner of property known as 242-246 Powell Street. The Confederation Life Association hold a mortgage on this property on which there is owing at the present time over \$4100.00 and have asked for a Quit Claim Deed. This property is also subject to a second mortgage, the mortgagee being Nobuzo OZAWA, a resident of Japan.

According to report received from Messrs. Johnson & Reeve under date of November 2nd, 1943, copy of which is attached, the property is not worth more than \$2,250.00, and it therefore appears that the owner has no equity and the second mortgage has no value.

The building is a three storey brick structure, being a store front with rooming house above. There are seventeen rooms on the two upper floors, one bathroom, two hallway sinks and one sink in the kitchen. The building is in very poor condition, as will be noted from Mr. Reeve's report. The property is at present rented at \$30.00 per month, bringing an income of \$360.00 per annum. The annual taxes amount to \$316.76. Interest on the mortgage amounts to approximately \$375.00 yearly and therefore the property is being operated at a loss of over \$330.00 per year.

This matter has been referred to the Advisory Committee and they have recommended that documents required to give title to the Confederation Life Association free of encumbrance be executed by the Custodian.

Y our kind attention to this matter will be very much appreciated.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/W

THIS INDENTURE made the 28th day of February, in the year of our Lord one thousand nine hundred and forty-four.

BETWEEN:

THE HONOURABLE THE SECRETARY OF STATE
OF CANADA ACTING IN HIS CAPACITY AS CUSTODIAN
UNDER THE REVISED REGULATIONS RESPECTING TRADING
WITH THE ENEMY (1943)

(Hereinafter called the Grantor)

AND:

CONFEDERATION LIFE ASSOCIATION,
having a registered office at 718 Rogers
Building, in the city of Vancouver, in the
Province of British Columbia,

(Hereinafter called the Grantee)

WHEREAS by a mortgage dated the 3rd day of July,
1909, and registered in the Vancouver Land Registry Office
as No. 19758-F William and Clementine Francey mortgaged to
the Grantee herein the lands hereinafter described for
securing payment of \$7500.00 and interest as therein
mentioned ;

AND WHEREAS one, Keisuke Ozawa has since become
the registered owner of an estate in fee simple of the said
lands subject to the said Mortgage;

AND WHEREAS under and by virtue of the Revised
Regulations Respecting Trading with the Enemy (1943) the
property of Keisuke Ozawa has become vested in and made subject
to the control of The Secretary of State of Canada acting in
his capacity as Custodian (the Grantor herein) ;

WJH

AND WHEREAS the Grantor has agreed to release to the Grantee the equity of Redemption and the Grantee has agreed to release all claims arising under the covenants contained in the said mortgage.

WITNESSETH that in consideration of the premises and the sum of One (\$1.00) Dollar now paid by the Grantee to the Grantor herein, the receipt whereof is hereby acknowledged the Grantor has granted, released and quitted claim and by these presents BOTH GRANT, RELEASE AND QUIT CLAIM unto the said Grantee, its successors and assigns forever, ALL the estate, right, title, interest, claim and demand whatsoever both at law and equity or otherwise howsoever and whether in possession or expectancy of the said Grantor of into or out of ALL and singular that certain parcel or tract of land and premises situate, lying and being Lot Twenty-four (24) in Block Five (5) District Lot One Hundred and Ninety-six (196) Group One (1), New Westminster District, Plan 184, in the City of Vancouver, in the Province of British Columbia;

TOGETHER with the appurtenances thereto belonging or appertaining TO HAVE AND TO hold the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said Grantee, its successors and assigns forever, subject nevertheless to the reservations, limitations, provisos and conditions expressed in the original Grant thereof from the Crown.

The Grantee accepts these presents in satisfaction of the performance of all covenants contained in the Mortgage first hereinbefore mentioned and releases the original Mortgagor and the successors thereof, including Keisuke Ozawa and the Grantor of and from all covenants contained in the said mortgage

WVW

and from all claims and demands in respect of any past or future breach thereof and from payment of any monies secured thereby.

IN WITNESS WHEREOF the Grantor acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943) has executed these presents by his Deputy, and the Grantee has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf, the day and year first above written.

SIGNED, SEALED AND DELIVERED
by the Custodian in the presence
of :

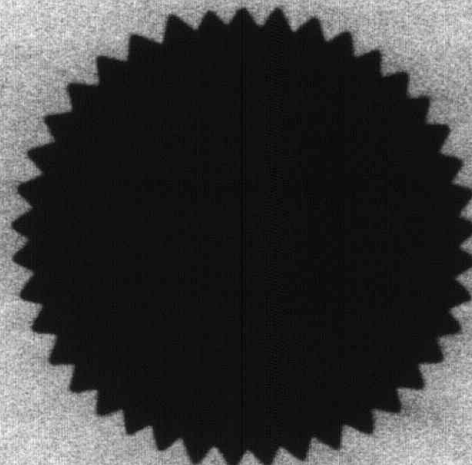
[Signature]

[Signature]
DEPUTY CUSTODIAN

The Corporate Seal of CONFEDERATION
LIFE ASSOCIATION was hereunto affixed
in the presence of :

CHECKED
[Signature]
APPROVED
[Signature]
OFFICE OF THE DEPT.
HEAD OFFICE

J. L. MacLellan
SECRETARY
C. R. B. Lloyd
Superintendent, Mortgage Investments



APPROVED

Wahh, Bull, Hansen, Tupper, Ray & Carroll

For *[Signature]*

LAND REGISTRY ACT
FOR SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I HEREBY CERTIFY that on the 29th day of FEBRUARY
1944 at the City of Toronto, in the Province of Ontario,
James Leask McEachern and Charles Reginald Bedford Lloyd
personally known to me, appeared before me and acknowledged
to me that they are the SECRETARY and

Superintendent, Mortgage Investments respectively of the
CONFEDERATION LIFE ASSOCIATION and that they are the persons
who respectively subscribed their names to the annexed
instrument as SECRETARY and Superintendent, Mortgage Investments
of the said CONFEDERATION LIFE ASSOCIATION and
affixed the seal of the CONFEDERATION LIFE ASSOCIATION to the
said instrument, and that they were first duly authorized to
subscribe their names 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 hereto set my hand and Seal
of Office at the City of Toronto, in the Province of Ontario
this 29th day of FEBRUARY 1944.

W. H. H. H.
A NOTARY PUBLIC in and for the Province of ONTARIO.

File 2783

TO THE REGISTRAR OF TITLES,
LAND REGISTRY OFFICE,
VANCOUVER, B.C.

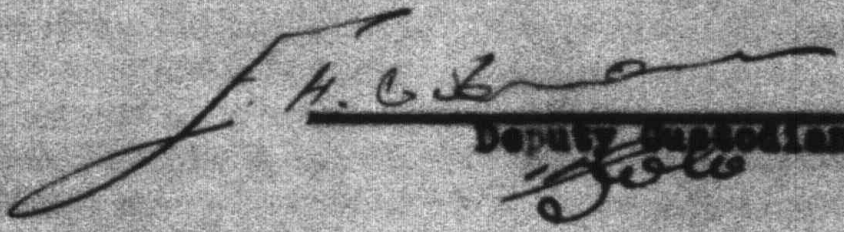
WHEREAS under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) the property of HOBUZO OZAWA has become vested in and subject to the control of the Secretary of State of Canada acting in his capacity as Custodian ;

AND WHEREAS the said HOBUZO OZAWA is the registered owner of a mortgage bearing date the 24th of January, A. D. 1931 made by KEISUKE OZAWA as Mortgagor to the said HOBUZO OZAWA as Mortgagee registered in the said Land Registry Office as a charge on Lot 24, Block 5, District Lot 196, Group 1, New Westminster District Plan 184, as No. 86321R.

NOW THEREFORE, 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 requests that the title of the said mortgage or interest therein be transferred into the name of "The Secretary of State of Canada acting in his capacity as Custodian under the Revised Regulations Respecting Trading with the Enemy (1943)."

DATED at OTTAWA, this 15th day of March,
~~FEBRUARY~~,

A. D. 1944.

File

Deputy Custodian
File

File 2783

BRITISH COLUMBIA

TO WIT :

TO THE REGISTRAR OF THE VANCOUVER
LAND REGISTRY OFFICE.

THE HONOURABLE THE SECRETARY OF STATE OF CANADA,
acting in his Capacity as Custodian, does certify that
Keisuke Ozawa has satisfied One (\$1.00) Dollar of all moneys
due on, or to grow due on, a certain mortgage made by
Keisuke Ozawa in favour of Nobuo Ozawa, which mortgage
bears date the 24th day of January, A. D. 1931, and was
registered in the Vancouver Land Registry Office on
the 28th day of January, 1931, as No. 86321H.

AND that such Mortgage has not been assigned.

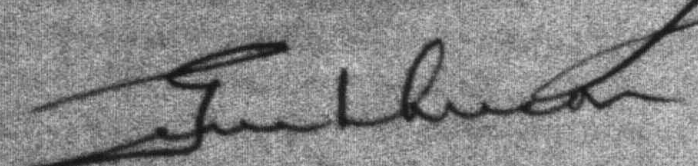
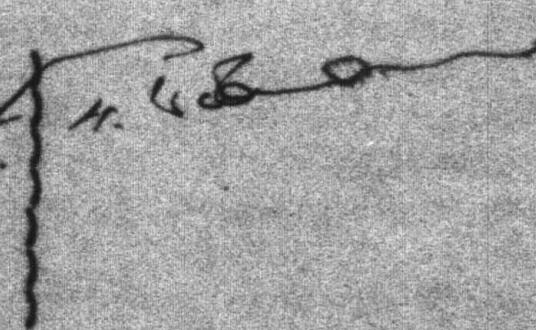
AND that the said Custodian is entitled by
law to receive the money.

AND that such mortgage is therefore discharged.

IN WITNESS WHEREOF the said the Honourable The
Secretary of State of Canada acting in his capacity as Custodian
under the Revised Regulations Respecting Trading with the Enemy
(1943) has executed these presents by his Deputy on the
13th day of February, A. D. 1944.

SIGNED, SEALED and DELIVERED

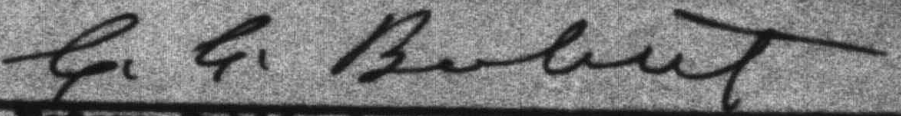
in the presence of :

File



FOR MAKER

I HEREBY CERTIFY that on the 13th day of January, ¹⁹⁴⁴~~1943~~
A. D. 1944, at the City of Ottawa, in the Province of Ontario,
Ephraim Herbert Coleman, Deputy of the Secretary of State
of Canada, acting in his capacity as Custodian under the
Revised Regulations Respecting Trading with the Enemy
(1943) 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 Deputy of the Secretary of
State of Canada acting in his capacity as Custodian under the
Revised Regulations Respecting Trading with the Enemy (1943)
the Maker thereof, and whose name is subscribed thereto
as a party and that he knows the contents thereof, and that
he executed the same voluntarily and is of the full age of
twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my
Hand and Seal of Office at Ottawa, in the Province
of Ontario, this 13th day of January, in the year ¹⁹⁴⁴~~1943~~
of our Lord one thousand nine hundred and forty-four.


A Notary Public in and for the
Province of Ontario.

LIABILITY SUMMARY

Kaimuka CEAWA Reg. No. 05996 File No. 2783

The following trade creditors were reported by Ceawa in
J. P. Declaration:

1. J. Leckie Company, \$480.00, claim filed by Company,
1st May 1942, \$414.23
2. J.P. Macdonald Company, \$200.00, claim filed
28th May 1942 160.69
3. Dominion Rubber Company, \$170.00, claim filed
30th May 1942 172.20
4. Lockhart and Tanqueray, \$142.00, claim filed. 119.43

Mr. Campbell arranged a settlement of all above claims
on a basis of 65% of claim, and payment was made by him on 17th
September 1942.

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

[Signature]

File

DATED: June 5th, 1947.

800 Mr Robert Neptofl
also - 18647 - ours

17/9/48

Mr Good advised to pay

Sept of 1948 - 30 Car above

August 14, 1942.

Harold D. Campbell, Esq., C.A.,
Agent for the Office of the Custodian,
512 Standard Bank Building,
Vancouver, B. C.

Attention Mr. R. C. Messenger:

Dear Sirs:

Re- Keisuke OZAWA,
Shoe Store, 244 Powell Street,
Vancouver, B. C.

We the undersigned, being the only known creditors
of Keisuke Ozawa in respect to the amounts detailed below,
do hereby agree to accept a settlement of sixty-five cents on
the dollar of the amount owing by Ozawa to us.

On receipt of the above settlement we agree to
waive any claim of any kind whatsoever on account of the
unpaid balance of our accounts against Keisuke Ozawa,
including any previous or contingent claim of any nature.

This agreement is made voluntarily by ourselves
and is not to be deemed as based on a total liquidation of
Ozawa's assets, but is accepted by ourselves as a satisfactory
settlement in full of all claims on him, and we mutually agree
to waive any legal recourse for recovery of the balance owing.

J. Leckie Co. Limited,	Vancouver,	\$ 250.36
John F. Mussenden,	Vancouver,	160.69
Dominion Rubber Co. Ltd.	Vancouver,	172.20
Lachance & Tanguay,	Quebec,	119.43

Yours truly,

J. LECKIE CO. LIMITED

JOHN F. MUSSENDEN

PER

DOMINION RUBBER COMPANY LIMITED
PACIFIC DIVISION

LACHANCE & TANGUAY, INC.

REG NO.		NAME		FILE NO.		
05996		OZAWA, Keisuke		2783		
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Northwestern National Insurance Company	66556	\$5,000.	June	24	1944	242-244 Powell St., Vancouver, B. C.

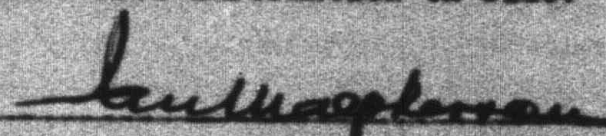
INSURANCE SUMMARY

No. 242 to 244 Powell Street, Vancouver, B.C.
Keisuke OZAWA Reg. No. 05996 File No. 2783

The Confederation Life Association reported 10th July 1943, the property above insured in the Northwestern National Insurance Company, policy no. 66556, \$5,000.00, for three years expiring 24th June 1944.

The interest of the Custodian was released 18th April 1944.

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



IM:lc

DATED: June 5th, 1947.

D. B. McTaggart, K.C.
Cooperation Council

A. E. Lord
City Solicitor

T. J. Gibson J. A. Roberts
R. K. Barker



ADDRESS ALL CORRESPONDENCE
TO CITY SOLICITOR

CITY HALL
VANCOUVER, B.C. 2783
June/July 29th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 30 1942

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

Dear Sir:-

Re: 244 Powell Street

The above property is owned by Keisuk Ozawa subject to a mortgage in favour of the Confederation Life and a further mortgage in favour of Nobuzo Ozawa. The owner operated the K. Ozawa Boot & Shoe Store on the premises and maintained a projecting electric sign in connection with his business.

The premises are now vacant and the present whereabouts of Ozawa are unknown. The sign remains and on this point I am writing you.

The Sign By-law of the City requires that all projecting signs must be covered by an indemnity bond or insurance policy protecting the City against all claims arising from the maintenance of the sign above street allowance. The bond Ozawa had for the sign expired on the 6th inst. and has not been renewed. The result is that the existence of the sign projecting on the street is a violation of the By-law and the City is unprotected. The By-law further requires that when an owner is guilty of an infraction he shall remove the sign.

I presume Ozawa has been evacuated and his estate is handled by your office. If this be so, I would be glad to be advised if you are willing to arrange the removal of the sign.

Yours truly,

Arthur E. Lord

City Solicitor.

ENRE:NM

*When down
fcty 3/4
Jm*

CITY ELECTRICIAN'S OFFICE

T. MARTIN
CITY ELECTRICIAN



TELEPHONE FAIRMONT 2711

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 26 1942

VANCOUVER B.C.

August 25, 1942.

2783
File No. 1095

Mr. K. Ozawa,
c/o Custodian of Japanese Evacuation,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sirs:-

Re:- 246 Powell Street.

I wish to draw your attention to my letter, dated August 13, 1942, re the defective electrical wiring in the above-mentioned building and which to date has not received attention.

I would ask that you kindly advise me what you have done towards having these defects remedied.

Yours truly,

J. Martin
CITY ELECTRICIAN.

/MA

BUILDING DEPARTMENT
INCLUDING PLUMBING

ANDREW HAGGART
BUILDING INSPECTOR



EXAMINATION SECTION	
Rec'd	JAN 23 1943
File No.	2783
TELEPHONE: FAIRMONT 2711	
Referred <i>Mulson</i>	

VANCOUVER B. C.

22nd January, 1943.

Mr. Ozawa Keisuki,
c/o Custodian Enemy Property,
675 West Hastings Street,
City.

Re 246 Powell Street,
Lot 24; Blks 51 D.L. 196

As a result of a report by an Assistant Building Inspector, I am of the opinion that the lives of citizens are endangered by reason of the unsatisfactory approach to the fire-escape.

It is required that the door be made to open out and arrange a door at head of stair to open outwards.

Notice is therefore given you that under Section 20 of the Building By-law you are required to make such repairs as will abate the danger on or before the 22nd day of February, 1943.

Dated this 22nd day of January, 1943.

A. Haggart

BUILDING INSPECTOR.

AH/KM.

2783

June 1st, 1943

R. W. Hughes, Esq.,
Chief Probation Officer,
Juvenile Court,
Vancouver, B. C.

Dear Sir:

Re: Theft Charge-McDougall children (2)
246 Powell Street.

It is the feeling of this office that information received by us during the last four or five months concerning the family of the accused should be placed before the Magistrate of the Juvenile Court before disposition of the case against the above two youths is determined.

Subsequent to the internment of the Japanese operator of the block of furnished suites at 409 Alexander Street on or about November 1, 1942, our agents reported that this family of McDougall - man and wife and nine children, were found living in one of the furnished suites without permission or rental arrangement. At the time of the Japanese operator's internment, the 12 suites were mainly vacant, being previously occupied by Japanese, who had already been evacuated or interned.

An inventory of the chattels in the locked suites was taken and negotiations with the internee entered into for their disposal. During this period, the padlocked suites were reported as broken into on over five occasions within two weeks despite our precautions of arranging for a watchman to live on the premises, and arranging for a responsible tenant to keep an eye on the property. The investigators' reports from the watchman and tenants regarding these forcible entries and resultant removal of chattels were all identical. The McDougall children had been seen attempting to break the padlocks off the hasps or screw eyes. When caught in the act on several occasions by tenant or watchman, they stated they were just playing and meant no harm.

On another occasion they were found by the watchman in a suite on which the padlock had been knocked off but as nothing had been stolen at that time, and they stated the door

June 1st, 1943

time after time and resecured. The elder McDougall boys were put off the premises on different occasions by the patrolmen on the beat, the City Building Inspector, Mr. Reid, the operator of the rooming house at 234 Powell Street, Mr. Bugel, and our agent's plumber. The building was systematically looted, beginning with the heating system, at the last even the mirrors were stripped off the dressers and some of the plumbing fixtures removed.

Constant complaints were received by our agent about this family. One complaint lodged by Yip Chew Git was that a pile of lumber, which cost approximately \$50.00, owned by a Peter Han, located in the yard behind the rooming house at 242 Powell Street, was partially cut up by McDougall for firewood and the balance apparently sold; in addition, that a new wooden staircase at the rear to the first floor of the rooming house had been damaged by McDougall with an axe, seemingly in an attempt to use portions of it for firewood.

As a result Mr. Messenger called on Mrs. McDougall and advised her that it was realized she had a very real problem on her hands with nine children, particularly in respect to the housing situation, but that the constant actions of her husband and elder boys could not be tolerated indefinitely, and that they were obviously going to run into serious trouble with the police if a stop was not put to their depredations. She stated to Mr. Messenger that she and her eldest daughter did everything they could to control the boys, but that they were entirely dominated by the father who egged them on. She admitted they had taken articles from 236 Powell Street and volunteered information that he had sold them. Mrs. McDougall also informed Mr. Messenger that they had broken into another adjoining building, which he was not aware had been tampered with.

We understand this conversation was immediately passed on to Inspector Grant of the Police, who advised Mr. Messenger that it would be impossible to charge McDougall on his wife's evidence.

For a certain period during these months, we are informed that Mrs. McDougall left the family, and the children were under the sole care and control of Mr. McDougall. Apparently she returned after an absence of several weeks.

The deduction we make from the above and other information received is that the boys in question and the other children can hardly be blamed for their actions if they are simply a reflection of the father's, as volunteered by Mrs. McDougall,

HEALTH DEPARTMENT

STEWART MURRAY
M.D. D.P.H.
MEDICAL HEALTH OFFICER



TELEPHONE FAIRMONT 2711

VANCOUVER, B. C.

Dec. 7th, 1943.

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

Attention Mr. Milson

Dear Sir:-

Re: 246 Powell St. (Store premises).
Owner - Keisuki, Ozawa
Tenant - McDougal.

A nuisance exists on the above noted property due to a choked and defective sewer.

This is to advise you that should this nuisance exist 24 hours from receipt of this letter, I shall have no option but to order the sewer unstopped and the costs charged against the property.

Whilst I fully understand the circumstances in this case, the condition existing leave me no alternative.

I trust this matter will be taken care of without the aforementioned action being necessary.

Yours truly,

W. Rogers
CHIEF SANITARY INSPECTOR.

GAR:EM

VACUATION SECTION	
Rec'd	DEC 9 1943
File No.	2213
Ans.	<i>Ken</i>
Referred	

CITY ENGINEER'S OFFICE

C. BRAKENRIDGE, M.E.I.C.
CITY ENGINEER



TELEPHONE FAIRMONT 2711

VANCOUVER, B. C.

PLEASE ADDRESS ALL COMMUNICATIONS TO
THE CITY ENGINEER

January 5, 1944.

G. D. Wilson, Esq.,
Administration Department,
Dept. of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings & Granville St.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JAN 6 1944
File No.	2783
Ans.	100
Referred	M. Wilson

out to you

Dear Sir:

Re 242-6 Powell St.

Following the receipt yesterday of your letter of December 28th, Mr. Rome got in touch with you and explained the regulations governing unstopping of sewer connections, and as a result of your arrangements the men were sent to investigate the situation.

I have now a report to the effect that the sewer connection seems to be in order but that the plumbing fixtures have been broken off, and as such repair work is not handled by this Department it will be necessary for you to engage a plumber to make the necessary repairs.

Yours truly,

C. Brakenridge

City Engineer.

RR/ED,

Done vacant

72c 2783
September 22, 1943.

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

Attention Mr. G. D. Wilson:

Dear Sir:

Re- McDougal Malicious Damage,
246 Powell Street.

I have to report the following recent developments and actions taken in regard to the squatter, McDougal, who is and has been for a number of months trespassing on the premises at 246 Powell Street, being one of the two store fronts of the building 242-244-246 Powell Street. For the record, the other store front at 244 Powell Street is vacant and the civic number 242 represents the Panama Rooms which is housed on the top two floors of this three story building. This building is the property of K. Ozawa, your File No. 2783.

For months I have received complaints from the operator of the rooming house above, a Chinese, Yip Chew Git, with regard to damage effected to the property by this man and his family. The fence at the rear of the property and two sheds have gradually been pulled down and apparently been used by McDougal for fire wood. On checking each complaint however, I found it impossible to obtain a satisfactory witness who had actually seen McDougal engaged in effecting this damage. The children have already been up twice before the Magistrate of the Juvenile Court which has proved an unsatisfactory deterrent.

As you know, the water which McDougal has been using is charged on the account payable by the rooming house operator, Yip Chew Git and approximately \$10.00 every three months has had to be allowed to him on account of McDougal.

Complaints have also been made by the health authorities. The McDougals have apparently broken the plumbing and an extremely dangerous health situation has arisen. I naturally received complaints of this situation from the rooming house operator also.

On the morning of Thursday the 9th inst., I received a telephone advice from the rooming house operator that a galvanized overhang with wooden supports and sides, at the rear of the building,

September 22, 1943.

Office of the Custodian, (Continued)

necessary to carry rain away from the stairwell going into the main floor at 244 Powell Street, which is below surface level, had been pulled down by McDougal with the assistance of his children, all the wood stripped from the metal frame work and apparently used by him for fire wood. This was reported to Mr. Milson who accompanied the writer on inspection of the premises in order to verify the damage and the extent thereof. Yip Chew Git's employee, LOUIE MOUNTAIN in charge of the Panama Rooms, stated definitely that he had seen McDougal with the children, pull down the overhang the previous day.

The writer then accompanied Mr. Milson to the Prosecutor's Office, Police Headquarters, but was unable at that time to contact the Prosecutor. Friday morning, the following day, the writer, together with LOUIE MOUNTAIN and Mr. Peter Hen as interpreter, kept an appointment with Prosecutor Scott who arranged for the writer to lay a charge against McDougal for malicious damage to the property in excess of \$50.00 and a warrant for his arrest was issued. That same evening the writer was telephoned at home by Detective Mulligan and advised that they had called at the premises for the purpose of bringing the man in but found that he was working on the four to twelve shift as a Switchman on the Great Northern Railroad, and as he was at work they would have him picked up the following day.

As the writer heard nothing further from the Police, he contacted the Prosecutor's Office several times in the last week, unsuccessfully. On Saturday morning, the 18th inst., the writer received a call from Yip Chew Git to the effect that further and more serious damage had been effected by McDougal. There is, as required by building laws, a rear stairway running from the first floor up, or the lower floor of the rooming house, to the ground at the rear of the building. This was a new stairway erected just prior to McDougal's trespass, as the result of the City Building Inspector condemning the previous one as dangerous. Yip Chew Git advised that McDougal had removed the supports from this stairway so that it was impossible to use it, resulting in a very dangerous situation, not only in event of a fire but anyone walking out the back door onto this staircase, not knowing its dangerous condition, might suffer very serious injury and possibly be killed.

I immediately inspected the premises and found the condition as reported, that the staircase was hanging down about a foot from the door sill. The Chief of Detectives was immediately contacted and asked why McDougal was not arrested under the warrant which had been already issued. The warrant was located in a filing basket and had apparently been overlooked.

McDougal was arrested on Sunday morning, as per telephone advice to the writer by Detective Loughheed, and subsequently released on cash bail of \$25.00 put up by himself, under orders to appear before Magistrate Matheson Monday the 20th inst., at 10.00 o'clock in the forenoon.

On advising Mr. Milson of these developments he instructed

September 22, 1943.

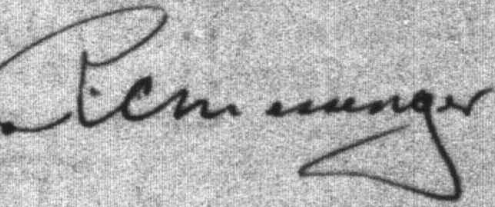
Office of the Custodian, (Continued)

the writer early Monday morning, after conference with your Legal Department, to arrange with the Prosecutor for an application for an enlargement to be made and a remand of one week. This was arranged for with Prosecutor Fisher by the writer immediately. The writer attended the Police Court Session later and on McDougal's appearance this request was made by Prosecutor Fisher to Magistrate Matheson who acceded to the request and McDougal was instructed to appear on Monday morning at 10.00 o'clock in the forenoon, on the 27th current.

Yesterday, the 21st inst., I received another call from Yip Chew Git to the effect that McDougal has now pulled down the stairway entirely. This was verified yesterday afternoon and a carpenter, Mr. Stickland, has been ordered to replace the staircase immediately. It will also be necessary to have a new overhang erected, otherwise the ground floor premises at 244 Powell Street will be continually flooded with water. McDougal has so bent, broken and distorted the previous corrugated metal roofing that it is now unuseable.

Yours very truly,

H. D. CAMPBELL.

Per. 

RCM:JM

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver B. C.

October 5th, 1943.

Rec'd	OCT 6 1943
File No.	2783
Ans.	
Referred	☒

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

Dear Mr. Milson,

Re: John McDougall and 242 Powell
Street.

We have informed you of the result of the prosecution against John McDougall. The Chinese witness who, it was anticipated, would testify that he saw John McDougall and certain of his children pull down the structure in question, refused in the stand to implicate John McDougall. The charge was thereupon dismissed.

We have instructed the Sheriff to proceed with his Writ of Possession in order to gain possession of the premises in question. Trusting that this procedure is satisfactory to you, we are,

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD

Per: *C.H.L.*

CKG/MG

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver B. C.

November 30th, 1943.

ENEMY SECTION

Reg'd DEC 2 1943

File No. 2783

Ans'd

Refer'd

MR. Milsom

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

Attention Mr. Wright.

Dear Sir:-

Re : Keiaku OZAWA- 242-6 Powell
STREET- Your file 2783 Evacuee Section

We have your letter of today's date.
We have previously told the Sheriff to proceed with
the eviction of the MacDougall family. We are today
showing him your letter and endeavoring to have him
evict these people. We do not know whether it is harder
to move the Sheriff or move the MacDougalls.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :-

ms

FAS/EB.

Simpson & Duncan
Barristers, Solicitors &c.

Telephones 2-1166
2-1167

The Birks Building

T. H. Simpson, K.C.
W. R. Duncan

Hamilton, Ont. March 10, 1948.

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

Attention: C. H. Reid

EVACUATION SECTION	
MAR 15 1948	
Rec'd	
File No.	2783
Ans.	
Referred	<i>[Signature]</i>

Dear Sir:- re File No. 2783 - Keisuke Ozawa,
registered No. 05996

We have your letter of March 6th together with a statement of the above Japanese account and a report of Johnson, Reeve & Watson, regarding a valuation of his property. We are anxious to have copies of all documents which may be used at the hearing of this matter, and we ask you to be good enough to let us have the same as soon as possible.

We understand some forms were completed by him and sent to you, and would ask that you allow us to have, or inspect these forms, and any others that you may have.

Yours very truly,

SIMPSON & DUNCAN.

Per: *[Signature]*

WBD:D

Simpson & Duncan
Barristers Solicitors &c.

Telephones 2-1166
2-1167

The Birks Building

T. H. Simpson, N.C.
W. B. Duncan

Hamilton, Ont. March 18, 1948.

Office of Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings and Granville Streets,
VANCOUVER, B.C.

EVACUATION SECTION	
Recd. MAR 22 1948	File No. 2783
Ans.	Referred <i>Susanbury</i>

Dear Sir:- re Keisuke Ozawa - Reg. No. 05996

We wrote to you on March 10th last, acknowledging receipt of an account purporting to cover the period December 11, 1942 to April 1944, and a valuation of the property dated 2nd. November 1943. In our reply, we also asked for all documents which may be used at the hearing, and which are in your possession, or copies of the same, so that we may have a knowledge of all the evidence.

Since writing, we have discussed the matter with Mr. Ozawa and endeavoured to obtain information from him concerning the Shoe business consisting of a retail shoe store and repair shop, and a rooming house, and are advised by him that substantially all his records concerning both businesses were left in his office on the ground floor at the time he was given notice to evacuate. This office was in the store premises which were padlocked by order of the Custodian. He has not had access to these records since the property was taken over. As they were left on the premises in the custody of the Custodian, you no doubt have these records in your possession at this time. Will you kindly let us know at once what records, papers, documents or books are or have been in the custody of the Custodian, as it is obviously a matter of great importance to the claimant.

WBD:D

Yours very truly,
SIMPSON & DUNCAN.

W. B. Duncan
Per:

March 23, 1948.

Messrs. Simpson & Duncan,
Barristers, Solicitors,
The Birks Building,
Hamilton, Ontario.

Dear Sirs:

Re: Keisuke OZAWA, Reg. No. 05996

We beg to acknowledge receipt of your letter of the 18th instant, and while we are willing to assist you in every way possible, we are sorry to say that we have no record of any papers, documents, or books belonging to the above Japanese being in our possession.

The sale of the shoe store business and repair shop was handled by Harold D. Campbell, Chartered Accountant, Vancouver. The boots and shoes in stock were sold by him to a man by the name of Anderson, and the repaired shoes, together with machinery and equipment, were turned over to the Department of Labour for shipment to the Japanese at Slocan. If the books and other documents were not included in this shipment, then it must be presumed that they were thrown out as being of no value.

We telephoned Mr. Campbell's office today and were advised that his files contain no record of these papers.

We do not know in what way we can be of further assistance to you in this matter as we have no personal property belonging to OZAWA in our storage warehouse.

Yours very truly,

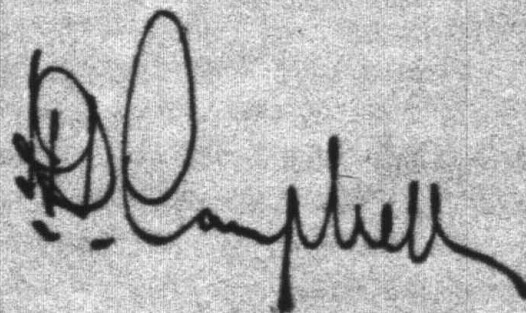
CHR/fa

C. H. Reed,
Office of the Custodian.

RE - OZAWA, KENISUKE

842 Powell Street, Vancouver, B. C. - 05996

1. On having the statements in the Declaration of the above checked, I found that they were substantially correct.
2. Reference to the "JP" Declaration shows that the Confederation Life Association holds a mortgage on the property and have, for some time, been more or less forced into the position of acting as rental Agents for the property. As a result of a telephone conversation with their Superintendent of Mortgage Investments I received a letter from them, outlining the situation which covers the matter very fully and I am therefore enclosing a copy of it herewith.
3. Ozawa has attempted to sell his business and at the present time advises me that he has a prospective purchaser. I have advised him to go ahead and arrange the details and if the sale can be effected, to present himself and his purchaser in my Office to outline the details in order to obtain your approval of such a sale.
4. In event of this prospective sale falling through he advises me that he will request me, as Agent of your Office, to dispose of the business by tender. I am also enclosing a copy of my letter to him which outlines the situation.
5. On checking the inventory my investigator found that an adding machine, listed in the Declaration, had been sold for an amount of \$70.00. Under the circumstances there would appear to be no harm done and would request your approval of this already completed action. In this connection you will note that I have cautioned him in my letter against making any further sales without reference to me.
6. You will note that the ground floor of the building is divided into two stores, one occupied by Ozawa and the other a tenant, Inamoto. The situation with regard to Inamoto is clearly outlined in the Confederation Life Association letter. The top two storeys are divided into 17 rooms and suites and are presently occupied by Japanese and Ozawa's intention is to rent this for a rooming-house business. If he is unable to do this on his own he will eventually ask me to advertise it. However, nothing can be done in this connection until the Japanese living in these premises are evacuated.
7. I will make a supplementary report on this case as the situation develops.



May 20, 1942.

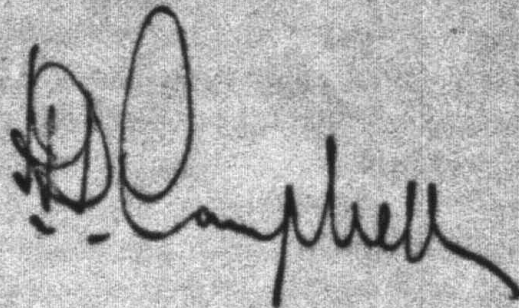
2783
RE - OZAWA, KEISUKE

242 Powell Street, Vancouver, B. C. - 05996

SUPPLEMENTARY REPORT

1. Reference to my report of the 20th inst., in connection with the above will show that Ozawa has been intending to sell his business and would contact me in connection with his efforts in due course.
2. I have today received the enclosed letter from him, embodying a request to me to - First; advertise for sale his Shoe Store and Shoe Repair Shop as a going concern. Secondly; to advertise for rent and/or sale the rooming-house business which he has carried on in the 17 suites located in the two storeys above the store. His reasons for so doing are outlined in the enclosed letter.
3. In my opinion his request is the only logical procedure in view of the circumstances, and I hereby recommend and request that you immediately authorize me to implement his wishes in the matter.
4. In event of it being impossible to obtain a purchaser for the store as a going concern, I note from Mr. Wyburn George's original report that the Leckie Company are prepared to take over the balance of stock. However, in view of the fact that Ozawa has listed roughly, \$900.00, under Accounts Payable it certainly would be preferable if the business could be sold as a going concern and I consider it advisable that the proposed sale of this business should receive really effective advertising.
5. Up to the present time I have kept to approximately the same sized advertising for the different situations with regard to which I have received disposal instructions from your Office. I feel that in this instance it would be worth while to go further than in the past and if successful, the cost could legitimately be charged against the realization. I will appreciate your opinion on this point in addition to your authorization to proceed as requested by Ozawa.

May 23, 1942.



2783

Vancouver, B. C.,
May 23, 1942.

H. D. Campbell, Esq.,
512 Standard Bank Building,
Vancouver, B. C.

Attention Mr. Messenger:

Dear Sir:

Re- Store and Rooming-house at
242, 244, 246 Powell Street,
Vancouver, B. C.

Further to my advice to you that I had a tentative purchaser for the Shoe Business, which I am carrying on in my store at 242 Powell Street, I have today received word that this deal has fallen through.

The Mounted Police called on me last night and advised me to be prepared for my removal to the hospital at Hastings Park tonight.

My daughter will keep the premises open and as far as she is able keep the business going temporarily, but I wish that you would immediately advertise my business for sale calling for tenders, as it is impossible for her to really operate the store.

From the information I now have I will probably be in the hospital at Hastings Park for several months and you will be able to communicate with me with regard to the ultimate sale.

I also would like you to advertise the 17 suites of rooms on the two stories above the store for sale or rent as a rooming-house business.

It is my intention to request the Custodian to store some of my personal furniture and I will replace the furniture taken from the rooms now occupied by myself with furniture more suitable for renting rooms.

I would like very much if you would do this just as soon as possible as I am very sick and would like to have the whole matter off my mind.

Frank Souter
Witness.

Keisuke Ozawa
Keisuke Ozawa,
Registration No. 05996

Milson
HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1287

File No. 2783.

June 10, 1942.

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 12 1942

Attention Mr. C. L. Drewry:

Dear Sirs:

Re- OZAWA, Keisuke
242 Powell Street,
Vancouver, B. C.,
Registration No. 05996.

I wish to acknowledge receipt of your letter of the 2nd of June in connection with the above, authorizing me to implement Mr. Ozawa's wishes with regard to the sale of his Shoe Shop and Shoe Repair Business.

In view of the B. C. Security Commission's apparent interest at the moment, in purchasing equipment of this nature for their proposed plan of Self Supporting Communities, I have deferred placing advertisements in the Newspapers in connection therewith. I have been given to understand by the Commission's Representative that if the present scheme is carried through they will be prepared to pay an appraised selling price which is considerably more than could be obtained from the public. Under these circumstances I feel that it is wise, and certainly in the interests of the Japanese to hold things up temporarily until the Commission comes to a decision in the matter.

Ozawa owns the building itself and there is no running claim for rent.

If your Office receives information in this connection before I do, I would appreciate your immediate advice as to what decisions have been reached.

I have advised The Confederation Life Association regarding the collection of rents and their remission to your Office.

In this connection they have been in touch with me recently enquiring as to what pressure can be brought to bear on Inamoto, the tenant of the other store located in this building.

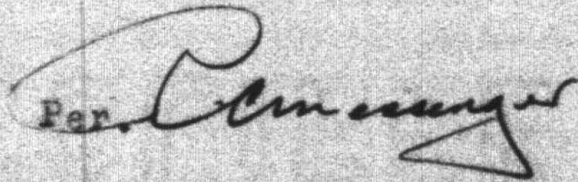
June 10, 1942.

Office of the Custodian (Continued).

He owes Ozawa a large amount of back rent and apparently refuses to do anything about it. He has so far refused to discuss the matter with anyone and I have not been able to ascertain whether or not his property has been declared to your Office. Would you be good enough to advise me as to what steps, if any, could be taken to collect this money from Inamoto who is apparently taking advantage of the situation to avoid settlement.

Yours very truly,

H. D. CAMPBELL.

Per. 

RCM:JM

2783
RE - OZAWA, KEISUKE

242 Powell Street, Vancouver, B. C.

- 05996
YOUR FILE 2783

1. Further to your instructions to me in your letter of June 2, I carried out Mr. Ozawa's wishes in regard to the sale of his Shoe Repairing and Shoe Store and also the rental and sale of the rooming house business, operating in the top floors of the building owned by him, and I wish to advise you of my subsequent actions.
2. Preparatory to advertising for sale the Shoe Store business, I had a detailed inventory made by my staff, of the store on the premises and the machinery and equipment. The day that this was completed I received enquiries from the B. C. Security Commission regarding such equipment and the possibility of its availability for purchase by them for use in the self-supporting communities which they are establishing in the Interior.
3. As result of their enquiry, I had an appraisal made of the stock and equipment and handed this to Mr. J. Mathison who is apparently acting for Mr. Tory in connection with this scheme.
4. As Mr. Ozawa, who had been removed more or less summarily to the Hospital in Hastings Park, and has now been released under a doctor's care and is again residing in the living quarters above his store, I discussed the proposed set-up of the Commission with him and he requested any action with regard to advertising his property for sale be deferred until a decision in the matter had been reached.
5. He has, however, received offers to purchase two articles of equipment which would not be required by the Commission, namely, a cash register and a safe.
6. The offer received for the cash register was from the National Cash Register Company in the amount of \$58.50 which he requested me to accept. I have done so and I am in receipt of a check for this amount from the National Cash Register Company for same which I am crediting to his account in my Japanese Evacuee Trust Fund.
7. The other offer received was in the amount of \$50.00 for his safe from Mr. C. L. Ford. Although he has authorized me to accept this offer I have deferred going so as in my opinion it is possible for him to obtain more money for this particular article and in view of the fact that there is no time limit placed on Mr. Ford's offer I feel justified in deferring action in the matter. Reference to the "JP" declaration will show that this man's debts amount to \$700.00 odd and I am interested therefore in obtaining the highest prices possible regardless of Ozawa's wishes, in order to protect the creditors.
8. I am enclosing herewith a signed copy of Mr. Ozawa's letter of authorization covering sale of these two aforementioned articles.
9. With regard to the last paragraph of your letter instructing me to advise the Confederation Life Association to remit monthly all rentals collected by them, to your office, I wish to advise you of the present situation in connection with the funds they have so received. It has been the practice of this Company in the past, regardless of the actual amount of the credit on hand to Ozawa's account at the time the annual taxes are due, to advance the amount owing to the City of Vancouver before the discount expiry date in order to save Ozawa this premium for early payment. On enquiry to the Confederation Life Association as to the present

Re: OZAWA, Keisuke

9. (con't)

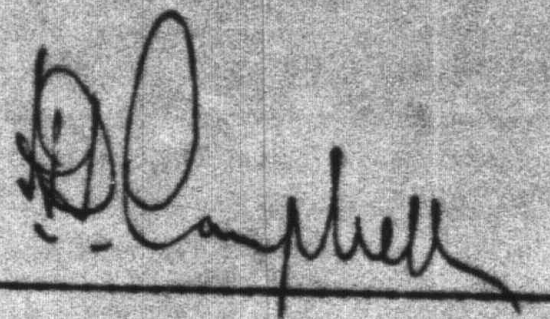
situation, they advise me that they have in their rental account to his credit the amount of \$277.80. Gross taxes for 1942 are \$332.39 on which there is a rebate of \$13.23 if these are settled prior to July 3. In line with their usual practice they have already requested their head office in Toronto to issue their check for the net amount of \$219.16, payable to the City of Vancouver in full settlement of the said taxes. In view of this situation I have not deemed it advisable to instruct them on your behalf to cancel their usual procedure which is already in the course of execution and suggest that you approve their action in the matter and authorize me to advise them to complete the payment of these taxes and to return the difference between what they have on hand and the net amount of the taxes from the current rentals they are receiving from the rented portion of Ozawa's property.

As the tax bill forwarded by them to me should be returned to them to be receipted by the City on receipt of the check from the head office in Toronto, I am returning this to them rather than forwarding it to you. The figures quoted above, however, are taken from the tax notice and should be adequate for your files.

10. The matter of the rent owed by the tenant in the other ground floor store in the building owned by Ozawa, I wish to advise that I have investigated the situation rather thoroughly and found a most peculiar situation. This man, Inamoto, is, I understand, a Japanese National and I am further given to understand that his son is serving as an officer in the Japanese Army. He has apparently so far evaded the R. C. M. P. and he has liquidated practically all of his movable property on the premises and although he owes \$275.00, approximately, to Ozawa for rent, he refuses to make anything but a nominal payment to the Confederation Life. I understand from them that they have received nothing from him for a long time until recently he made a payment of \$5.00. My Investigator informs me that he is actually in funds but that these are placed for safekeeping with his wife or other female members of his family and it would be impossible to collect any part of the amount owing to Ozawa by legal action. Although I am advised, but I am unable to guarantee the source of this information, that he is illegally selling liquor on the premises to Japanese. Any recourse to the Mounted Police would be to no avail insofar as collection of his debt is concerned because he expects to be placed in the Immigration Quarters any day when the Mounted Police catch up with him. In view of the fact that I am only acting as your agent in investigating this matter, I have not seen fit to divulge the information placed in my hands, to the Commission or to the R. C. M. P. but leave it to your discretion whether an intimation of the apparent situation is passed on to those bodies.

11. In view of the Security Commission's interest in the Ozawa equipment and their request for me to defer action in liquidating same, and Ozawa's request to me to comply with their wishes, I am postponing any action until their requirements are clarified. I will accordingly report to you subsequently as their plans develop.

June 17, 1942



RECEIVED
JUL 8 1942

RE - OZAWA, Keisuke

242 Powell Street, Vancouver, B. C., - 05996.

SUPPLEMENTARY REPORT

YOUR FILE NO. 2783.

1. On receipt of your letter of the 2nd inst., requesting me to see to the removal of the Neon sign at 244 Powell Street, I called the different Neon Companies and found that it was their practice to handle only their own signs. Therefore, on ascertaining that this sign was sold to Ozawa by the David Neon General Sign Makers, I contacted Mr. David of that Company and discussed this removal. He advised me that his usual charge for such services was \$12.00. After some discussion he agreed to remove it for \$10.00. Removal was effected on the 3rd inst., and the sign placed in Ozawa's store.

2. Ozawa advised me that he wished to sell the sign if possible, but as the sign was simply one in the shape of a boot and all the Neon work thereon was Ozawa's name, it was unsaleable to anyone else. The only offer which I could obtain was for scrap metal, Mr. David stating that the metal could be used by cutting up the frame and making fuse boxes with the scrap. He was prepared to pay \$2.00 for the sign for this purpose.

3. Before recommending your acceptance of this offer I will see if it is not possible to recover more than this amount.

4. You will note from my report of the 17th of June that an offer was received to purchase Ozawa's safe for an amount of \$50.00 and that Ozawa agreed to this price but that I deferred taking any action in the matter, as I considered it was possible to obtain a higher price therefor. I have now to advise you that Mr. C. L. Ford increased his offer to \$60.00 and that I have accepted same, permitting him possession of the safe and depositing the amount of \$60.00 received from Mr. Ford to Ozawa's credit.

5. In connection with Ozawa's Accounts Payable, I have received accounts from all the creditors mentioned in the "JP" Declaration. If you will refer to the "JP" Form you will note that there is one creditor simply listed as "another shoe company name unknown". This creditor is apparently Lachance & Tanguay of Quebec City, Quebec. The following are the actual amounts owing by Ozawa to these creditors as per their statements:- (It will be noted that Ozawa has reduced some of these considerably since making his Declaration.)

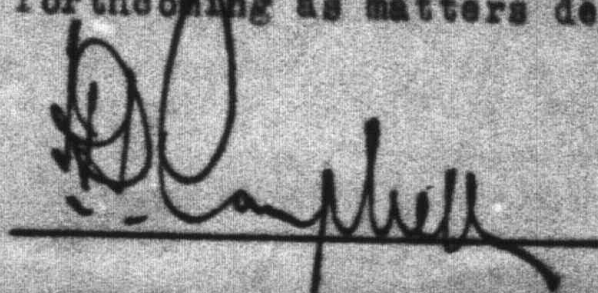
J. Leckie Co. Limited, Vancouver,	\$ 250.36
John F. Mussenden, Vancouver,	160.69
Dominion Rubber Co. Ltd. Vancouver,	172.20
Lachance & Tanguay, Quebec,	119.43

I am enclosing herewith letters or accounts covering the above amounts owing, for your records.

6. Ozawa advises me that he has been recently contacted again by a representative of the Security Commission relative to their proposed plan in connection with such machinery, etc. He is most anxious to fit in in any such plan and there appears to be nothing which I can do to further the settlement of this case until the Commission has made up their mind one way or the other.

A further report will be forthcoming as matters develop.

July 7, 1942.



Vancouver, B. C.,
July 14, 1942.

H. D. Campbell, Esq., C.A.,
812 Standard Bank Building,
Vancouver, B. C.

Attention Mr. R. C. Messenger:

Dear Sir:

Re- "Panama Rooms"
242 Powell Street.

Further to our discussions regarding the rental of the premises on which the above rooming house business is located, presently operated by myself, I have today entered into an agreement which I request you submit to the Office of the Custodian for their approval.

I have sold the chattels, fixtures and equipment of the rooming house business to Leong Kai Moo, for an amount of \$100.00, and in addition have rented the premises to him for a period of three years. In consideration of the low price placed on the equipment and the lease for a three year period, the Lessee has agreed to reconvert an original bathroom, presently used as a kitchen, back to a bathroom, installing all plumbing fixtures, etc., and pay for the cost of installation in addition.

In addition, the tenant has agreed to paper, kalsomine and paint the rooms, etc.

The monthly rental arranged is \$30.00 commencing from the First of September, although possession of the premises and chattels will be turned over prior to that date. This in view of the work necessary to make the necessary repairs before re-opening.

As I am going into the hospital this evening, I have signed a Lease and a Bill of Sale which were drawn up by the Solicitor, Mr. J. A. MacLennan.

The legal fees in connection with the Bill of Sale and the Indenture of Lease amount to \$20.00 and I have agreed to split this amount, and hereby authorize you to remunerate Mr. MacLennan in the amount of \$10.00, when the Bill of Sale Absolute is signed by the Purchaser and the \$100.00 is turned over to you on my behalf.

It is further agreed that I will pay for the light, gas and water to the 31st of July, but regardless of the date of occupancy of the new tenant I am to retain room rent collected in advance to the First of August.

The smoke pipes from the furnace require re-placing and as this is chargeable to the Landlord, it is arranged that this amount would be deducted from the current rent when such re-placement is made.

Will you be good enough to submit this arrangement to the Office of the Custodian, and enquire if they have any objection to the arrangements. I have discussed the matter with the Confederation Life and they, as mortgagor and rental agent for me, definitely approve of the arrangements which I have made.

Yours truly,

H. D. Campbell

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

508-512 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

Your File No. 3783.

July 30, 1942.

Paul Shears

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
JUL 31 1942

Dear Mr. Alexander:

Re- OZAWA, Keisuke

This case is the one which you, Mr. Shears and I discussed yesterday and has apparently been settled very satisfactorily.

However if you will remember, I mentioned one factor which might eventually upset things. The property consists of the rooming house on the top floors and two stores on the ground floor premises. As you will remember, the tenant who is taking over the rooming house has also offered to lease all the ground floor premises. The shop previously operated by Ozawa is available immediately, but the other one is still occupied by a Japanese named Inamoto, in connection with whom I reported confidentially to your Office as to the peculiar activities carried on by him.

What I wish to draw your attention to now is, if this man is not evacuated some time prior to the 15th of August it might possibly result in upsetting the rental arrangements presently entered into.

I felt it advisable, as per your suggestion, to place this information on file for your consideration, as it would be extremely unfortunate if anything happened to upset an arrangement which I doubt could be duplicated.

Yours very truly,

H. D. CAMPBELL.

H. D. Campbell
Per.

RCM:JM

318 Powell Street,
Vancouver, B. C.

H. D. Campbell, Esq., C.A.,
Agent for the Office of the Custodian,
812 Standard Bank Building,
Vancouver, B. C.

Attention Mr. R. C. Messenger:

Dear Sir:

Re- Shoe Store - K. Ozawa,
244 Powell Street.

I have today inspected the shoe store and checked the inventory thereof in connection with Ozawa's business at the above address, and am prepared to make a firm offer in the amount of \$250.00. This offer includes the sale of all shoes, slippers, rubbers, used shoes, shoe polish and sundries. It is, of course, definitely understood that no shoe repairing equipment or tools, etc., are included in this proposed sale. ✓

In evidence of good faith of this offer, I am tendering you herewith \$25.00. It is understood that this offer, if not accepted will be automatically withdrawn and my deposit refunded by the 17th of August.

Yours truly,

J. W. Anderson
(J. W. Anderson)

J. MacGregor
Witness.

783

aut → photos

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

805-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

TELEPHONE
PACIFIC 1357

RECEIVED

AUG 20 1942

✓
August 19, 1942.

Your File No. 2765

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

Attention Mr. G. D. Milson:

Dear Sirs:

Re- OZAWA, Keisuke

Further to our recent correspondence in connection with this case, I have to advise you that I have sold the stock of shoes to J. W. Anderson, 318 Powell Street, for an amount of \$250.00, payment of which has been received and delivery of the shoes made. I am enclosing herewith, for your records, his offer to purchase.

I have also pleasure in advising you that I have today received from Lachance & Tanguay, Ozawa's creditors located in Quebec, a signed Agreement accepting sixty-five cents on the dollar for their claim against Ozawa. This had already been signed by the three local creditors which makes the arrangement mutual between all the known creditors. I am enclosing the original of this herewith.

As this basis of settlement and the creditor situation generally has been discussed very fully with Mr. Milson and Mr. Shears, I will proceed within the next few days to settle these claims on the basis outlined in the Agreement, unless advised to the contrary by your Office, as this was the verbal arrangement agreed on.

✓ The only matters still undisposed of in connection with this case are the shipment of the shoe repairing equipment to Slocan, the removal of the steam press from storage to Ozawa's premises and completing the lease for same and the ground floor premises. Before entering into this Agreement I have made application to H. A. Urquhart, City License Inspector, with a view to obtaining his approval of this arrangement in order that there should be no hitch in the proceeding. I have already been advised by him that he has no objection but that he is referring it to the Fire Warden as a routine matter, and that I will be advised of his report in the near future.

Yours very truly,
H. D. CAMPBELL.

Per. *Chambers* 11 2

RCM:JM

out → please

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

80812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

TELEPHONE
PACIFIC 1357

Your File No. 2782.

RECEIVED
AUG 25 1942

August 24, 1942.

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

Attention Mr. G. D. Milson:

Dear Sirs:

Re- OZAWA, Keisuke

I now have pleasure in enclosing herewith a Deed of Sale Absolute in connection with the rooming house chattels sold by Ozawa to Yip Chew Git, which was approved by your Office in your letter of the 17th of July. I am also enclosing herewith, for your records, a copy of the lease entered into, covering the rooming house premises, between Ozawa and Yip Chew Git as outlined in my previous reports.

The proceeds of the sale of the rooming house chattels have been applied, with Ozawa's approval, to effect the settlement of creditors' claims, of which I advised you in detail under date of August 19, enclosing a mutual Agreement signed by all the known creditors.

The first month's rent of \$30.00, which I have been holding, I am now remitting to the Confederation Life as they have the full records of rental collections and will presumably be continuing to act in that capacity. I am doing this in order that the records should not be divided and that theirs may be complete in every respect.

Yours very truly,

H. D. CAMPBELL.

Per *[Signature]*

RCM:JM
Encl.

JAN.

JUL 16 1942

RECEIVED

RE - OZAWA, KENISUKE

242 Powell Street, Vancouver, B. C., - 05996.

YOUR FILE NO. 2783.

1. Mr. Ozawa has for some time been negotiating, regarding his rooming house business, with a certain Chinese, Leong Kai Moe. As a result of definite instructions from the Security Commission that he is to go into the hospital at Hastings Park for immediate treatment for a tubercular condition, he has come to a definite agreement with this Chinese.
2. In order to get the proper perspective of the arrangement made by Ozawa, I would like to draw your attention to the following points.
3. This rooming house has only 17 rooms in all, 5 of which are presently occupied by Ozawa and his family. In event of a new tenant coming in it is possible to turn two additional rooms over for tenants' use, providing 14 rooms for rental purposes.
4. On the present monthly ^{room} rental charged by Ozawa this would produce a gross revenue of \$91.00 a month. On a \$30.00 monthly rental to a tenant, the overhead, including rent, water, light and gas, laundry, heating and license, amounts to \$55.00 on Ozawa's figures for same. This results in a net revenue of only \$36.00 a month.
5. In addition to this there is no bathroom whatsoever on the premises. This situation is quite satisfactory to Japanese tenants, as there are numerous Japanese Steam Baths in the immediate vicinity which the Japanese prefer and could use for the very small sum of ten cents. However the rooming house could not be used by either Chinese or white roomers without a bath on the premises. I therefore feel that the following arrangement, which Ozawa has been able to make, is a very good one indeed.
6. The amount of rent to be paid is \$30.00 a month. The water rates are to be paid by the tenant.
7. The term of lease is for three years. The reason for this term is that the tenant is agreeing to instal a bathroom and re-decorate the place generally, which is in a very bad condition at the present time, and that he would be unable to get any return of his outlay unless assured of a lease of at least that length.
8. As mentioned above, the tenant agrees to instal the said bathroom at his own expense, and paper, kalsomine and paint the wood-work to the extent necessary to make the rooms rentable to white roomers.
9. In conjunction with the lease as outlined above, Ozawa has sold outright to the Chinese the chattels and equipment of the rooming house business for a sum of \$100.00. These are possibly worth \$175.00 or \$200.00 but the reduced price was arrived at as Ozawa's concession to the outlay required by the tenant in effecting the improvements and repairs incorporated in the lease.
10. The Lease and Bill of Sale were duly drawn up by Mr. J. A.

Re- Ozawa, Keisuke

MacLennan, Solicitor, and both signed by Mr. Ozawa this morning in Mr. MacLennan's Office in the presence of Leong Kai Moo's representative, who has agreed to the terms and conditions of both on Mr. Leong's behalf, Mr. Leong being out of town and unavailable for the next two days. The reason for Ozawa completing his part of both documents is in anticipation of his removal to the hospital tonight.

11. The tenant is to have occupancy prior to the end of this month, the exact date being dictated by the family's removal by the Security Commission, which I understand will probably be Thursday of this week. The lease, however, runs from the First of September, no rent being charged for the month of August due to the time required for installing the plumbing and doing the necessary repair work.

12. Leong's representative deposited with me \$30.00 covering the first month's rent from the 1st of September to the 1st of October, 1942. On Leong signing the Lease, I will remit this \$30.00 to the Confederation Life Association, who are the rental agents, in order that this may go through their books and appear in their statement to you.

13. The Bill of Sale Absolute, signed by Mr. Ozawa today, is being held by me and will be completed by the purchaser before obtaining possession of the chattels involved, tenancy of the property and the \$100.00 paid to me. This money Ozawa has agreed to place at the disposal of his creditors in connection with his Shoe Store. (I am forwarding a separate report in connection with the developments in this situation.)

14. I have obtained from Ozawa a letter outlining what he has arranged, asking me to enquire if you have any objection as to the arrangements he is effecting. I am enclosing this letter herewith.

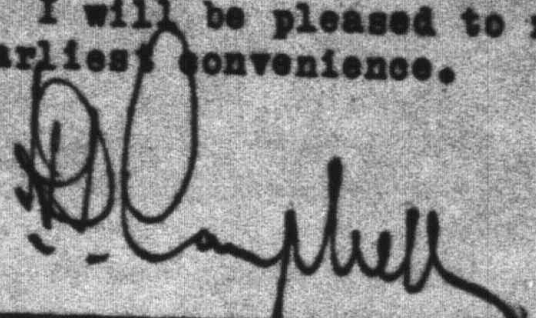
15. This letter incorporates an agreement on his part to split the legal fees involved, amounting to \$20.00, and instructs me to pay to Mr. J. A. MacLennan the amount of \$10.00 out of the realization.

16. It further sets forth the arrangements regarding adjustments of the light, gas and water; also that the smoke pipes, which need replacing, are to be charged to himself as Landlord, which is usual.

Recommendation:

In an effort to help Ozawa make arrangements for this rooming house situation, I have sent him quite a few people interested in rooming houses and invariably, with this one exception, they have been turned down as unprofitable. My personal opinion is that Ozawa has been very fortunate in making this arrangement and recommend that no objection should be made thereto. I will be pleased to receive an expression of your opinion at your earliest convenience.

July 14, 1942.



July 23, 1942.

J. L. Terry, Esq.,
Manager, Hastings Park,
Vancouver, B. C.

Dear Sir:

Re- OZAWA, Keisuke
242 Powell Street,
Registration No. 05996.

I would appreciate your confirmation of what I understand is the Security Commission's plans regarding the above evacuee, his family, his shoe repairing equipment and stock of shoes.

I understand that Ozawa is now hospitalized at Hastings Park, that you anticipate a favourable reaction to treatment and that he will eventually be moved to Slocan. I further understand that prior to the 1st of August, you will be moving the children to the same location.

I further understand that you will require his shoe repairing equipment, on a rental basis, and intend to move it within the next week or two to Slocan, providing an operator to use the equipment until such time as Ozawa is sufficiently recovered to take over himself.

Some time ago, at the request of Mr. J. Mathison, I submitted to you an inventory, not only of his equipment but of the stock of shoes on hand. I was advised that the Commission would definitely be interested in purchasing these shoes for use in the interior towns developing. In addition to new stock, Ozawa has a considerable number of used shoes which have been repaired, resoled, etc., which I was given to understand would be of use to the Commission for relief evacuees. An estimated price was put on this shoe stock, two additional inventories of which are attached, of \$300.00. In view of the creditor situation outlined below, it would be a great help to me to have a definite confirmation that these goods will be purchased and the price established which the Commission will pay for them.

In order to obtain a release of the creditors' claims against Ozawa's equipment, I have been gathering together funds from different small realizations, the total of which, together with the sale of the stock to the Commission at anywhere from \$250.00 to \$300.00, would enable me to offer a settlement to these creditors which they have assured me they are prepared to accept.

- 2 -

July 23, 1942.

J. L. Terry, Esq., (Continued)

If, therefore, I could obtain a firm offer at a fixed price from the Commission to purchase these, even if payment was only to be made on future delivery, I would be in a position to make distribution of the funds on hand and guarantee payment of the balance, in return for which I would be able to obtain a full release from the creditors for their claims.

I realize that you must be simply swamped with work at the present time, but under these circumstances I would be very grateful if you could submit this matter to your committee immediately, in order that you could give me a definite decision.

I am also enclosing herewith two copies of the inventory of the shoe repairing equipment, and will anticipate an early reply.

Yours very truly,

H. D. CAMPBELL.

Per. *H. D. Campbell*

RCM:JM
Encl.

RE - OZAWA, KEISUKE

242 Powell Street, Vancouver, B. C. - 05996.

YOUR FILE NO. 2783.

Proposed settlement of creditors' claims.

1. Reference to the file in this case shows that Ozawa has trade debts amounting to \$702.68, which have been confirmed by the four different creditors. In order to come to some satisfactory arrangement for settlement thereof, at the same time avoiding the sale of Ozawa's equipment, which is required by him for earning his living, I have suggested the following as a possible solution to the three creditors located in Vancouver and find them quite agreeable.
2. If it can be worked out it will produce at least sixty cents on the dollar to the creditors, and under certain circumstances in excess of seventy cents on the dollar.
3. I have at present on hand \$136.50, being the realization on the safe, cash register and sundry minor fixtures. I will be receiving \$100.00 on account of the sale of the chattels of the rooming house. ✓
4. Ozawa has in addition a very reduced stock of shoes, mainly of old styles, which he apparently was unable to dispose of himself, but I have received offers of approximately \$200.00. In addition to this there is a number of second hand shoes which Ozawa has re-soled, and the B. C. Security Commission have advised me that they may be prepared to make an offer for the entire stock, including these repaired shoes; these latter being used for relief cases. They appeared to consider the amount I suggested, and which was very satisfactory to Ozawa, namely \$300.00, as a reasonable figure. In event of the Security Commission purchasing these shoes a total of approximately \$535.00 would be available. This represents roughly, seventy-five cents on the dollar. If the shoes have to be disposed of at \$200.00, this will still represent over sixty cents on the dollar, which amount I am assured the creditors will be only too glad to accept. This settlement would certainly cover the actual cost of the merchandise sold by them to Ozawa. ✓
5. Unless I can get immediate and definite assurance from the Security Commission that they will purchase these shoes, I think the creditors would prefer to have the matter settled on the lower basis, in order to have their claims disposed of promptly.

Proposed arrangement for equipment.

6. I have received definite verbal advice from Mr. J. L. Tory (see enclosed letter asking for confirmation) that they will require this equipment, together with Ozawa's services when he is released from the hospital, in Slecan. I further understand that the children will be sent there and this presents a satisfactory solution all the way around, particularly if the situation of creditors' claims can be arranged as outlined above.

Arrangements regarding Real Estate.

7. As reported to you on the 14th of July, an agr

Re- Ozawa, Keisuke

in the process of completion covering the sale of the rooming house fixtures and the lease of the premises for three years. This arrangement was duly approved by your Office under letter of the 17th of July.

8. I have now to advise you that I have been able to effect a rental arrangement for the ground floor premises to the parties renting the rooming house premises above. This has not been at all easy to effect but a basis of rental has been worked out in conjunction with Ozawa and the Confederation Life Association, and is considered by the latter as, in their own words "most fortunate".

9. This property, as you know, is right in the center of the "ghost town" and to have the business premises rented is of benefit not only to this particular evacuee and the party holding the mortgage, but to the general development of this district.

10. It is the intention of the Chinese to open up one of the ground floor stores immediately, as a Dry Cleaning and Pressing shop. The other one is still occupied by a Japanese tenant and some other business will be located thereon, on his evacuation.

11. In order to achieve the rental and opening of this shop, I am arranging, with your approval, to withdraw from storage (314 Powell Street) an old steam press, have it repaired and rented to the tenant for an amount of \$5.00 a month. The tenant would be repaid for the cost of putting the press in working condition, which cost is estimated at approximately \$50.00 to \$60.00, from the rent payable on this equipment. This press belongs to Bando Masaye, Your File No. 1987, and he would therefore receive the benefit of these repairs and subsequent rental when the repair bill had been liquidated. It is to be noted that these presses deteriorate more rapidly when stored than when in operation, as they are subject to an increasing rust condition.

12. As there will be very little profit, if any, to be derived for some time to come out of this business, the rental arrangement tentatively agreed to, subject to your approval, is on a basis of \$15.00 a month for the first year, \$25.00 a month for the second year and \$40.00 a month for the third year. You will note that the duration of this lease is coincidental with the lease of the rooming house, already approved. I have today received a letter from the Confederation Life expressing their recommendation of the arrangement and I am enclosing it herewith.

13. This arrangement, together with the one effected in connection with the rooming house, provides that the property is now self supporting which, I think you will agree, is an unexpectedly satisfactory situation in view of this property's location in the center of "ghost town". The total revenue from the property the first year will be \$540.00; the second year - \$660.00, and the third year - \$840.00. The taxes and mortgage interest amount to roughly, the same amount as the first year's income. The second and third year revenue will provide a sinking fund for repairs and reduction in the mortgage.

14. In my report of the 14th of July, outlining the rental arrangements of the rooming house, the name of Leong Kai Moo was submitted as that of the lessee. In view of the altered set-up,

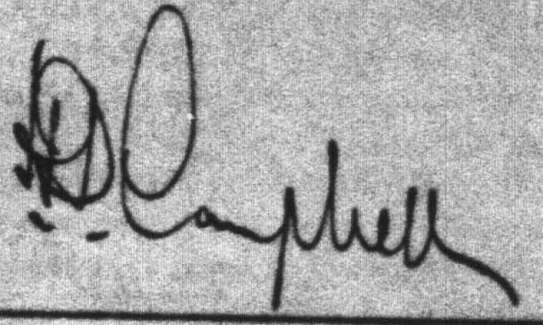
Re- Ozawa, Keisuke

the party who will actually complete this lease will be Yip Chew Git, of 237 Main Street, Produce Dealer. This is an improvement from the point of view of the financial responsibility of the prospective lessee.

15. On receipt of your approval of my proposed course of action, I will see that the lease already signed by Ozawa in connection with the rooming house, is re-written and that a new one is drawn up in connection with the rental of the ground floor premises, as outline above.

I would appreciate your immediate consideration and advice in this connection.

N.B. It is to be noted that the proposed arrangement in connection with the real estate itself, not only insures its self sufficiency, but as outlined in my previous report the property is being considerably improved by the installation of a bathroom at the expense of the tenant, and general painting, plaster repairs, etc., which are badly needed.



D. Campbell

July 23, 1942.

aut -> Wilson

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

505-512 STANDARD BANK BUILDING

LICENSED TRUSTEE
IN BANKRUPTCY

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
VANCOUVER, B. C.

TELEPHONE
PACIFIC 1357

RECEIVED

SEP 14 1942

September 12th, 1942.

Your File No. 2782.

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

Attention Mr. G. D. Wilson.

Dear Sir:

Re: OZAWA, Keisuke.

I have now received a letter from the City Electrician's Office, a copy of which is enclosed.

I discussed the matters outlined with Mr. Martin, the City Electrician, and fortunately they do not run into very much money. Apparently, the tenant, Inamoto, on leaving had simply pulled all the fixtures off the walls and left the wiring exposed.

As this is undoubtedly a charge to the landlord I would appreciate your authorization to effect the necessary repairs and deduct it from the rent received from the tenants of the rooming house.

With regard to the leasing of the ground floor premises, it was understood that this lease would only be entered into on my providing the steam press, as arranged. Unfortunately, as reference to the correspondence in this matter will show, the steam press is partly dismantled and needs considerable repairs. I had, as you know, a man prepared to do this work for a reasonable figure, but he is now tied up temporarily to the extent that it is impossible for him to touch it for another two or three weeks. I think it advisable to wait until he is available rather than to go elsewhere as his cost was based on a labour price at less than half of the only other available party in this business. I will see that the matter is pushed along just as rapidly as possible.

Yours very truly,

H. D. CAMPBELL,

Per *Edm. [signature]*

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

June 16, 1943.

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

Attention Mr. G. D. Milson:

Dear Sirs:

Re- McDougall Family

Subsequent to my memorandum of the 4th of June, covering the developments to that date in the above connection, and a meeting held at the Children's Aid Society in Vancouver, I have to report the following developments:

I have received and am enclosing herewith confidential letter from Miss Winona D. Armitage, Executive Director of the Children's Aid Society, covering briefly the decisions arrived at at the aforementioned meeting.

Since receiving this letter I have been contacted by Inspector Rae of the Morality Squad of the Police Department, who advises me that as a result of the recommendation of Mr. Hughes, Chief Probation Officer of the Juvenile Court, to release the two McDougall youths into the custody of the father and mother, which recommendation was acted upon by the Magistrate of the Juvenile Court, it has been found impossible to obtain sufficient evidence to lay a charge against McDougall Sr. of contributing to juvenile delinquency. As the result of the inability to accomplish the desired result by this course of action, I have received requests from Mr. Stevens of the Juvenile Court and Miss Coombe of the Children's Aid, to endeavour to lay the theft charge, previously discussed, against McDougall.

Mr. Hem, who owned the lumber which allegedly had been stolen by McDougall, interviewed the Chinese witness in my presence and after extended discussion it was decided that the evidence was not adequate to insure that a conviction would be obtained. It was established, however, beyond reasonable doubt that a conviction could be obtained on the testimony of this witness on a charge of malicious damage to the premises at 246 Powell Street, title to which is vested in the Custodian of Enemy Property.

As I pointed out in discussion with Mr. Shears and Mr. Wright yesterday, the Office of the Custodian was faced with the following alternatives:-

(1) Letting the matter drop and permit McDougall to continue trespassing on the premises at 246 Powell Street, which entailed an

Office of the Custodian, (Continued)

June 16, 1943.

actual outlay on the part of Custodian's Office, in that a monthly consideration had to be made to the operator of the rooming house above for the water used by McDougall, which was charged to this operator, Yip Chew Git. The property itself would be subject to considerable depreciation from the McDougall's occupation of the premises and the other Japanese properties in the vicinity would continue to be as vulnerable as in the past to the McDougall family's depredations which, to date, it is estimated has resulted in loss by damage or theft to between \$1,000.00 and \$2,000.00.

(2) The second alternative was to have the family evicted from the premises. While this would result in avoiding the outlay for the water rate allowance, it would run into a certain amount of legal expense and there is good reason to believe that the family would again, for the fourth time, appear as squatters on other vacant Japanese property. There is also the possibility, if this course of action were taken, that extremely adverse newspaper publicity might ensue as presumably no landlord would accept them as tenants resulting in the family simply being placed on the street. This, also, effects nothing towards removing the children from the father's control.

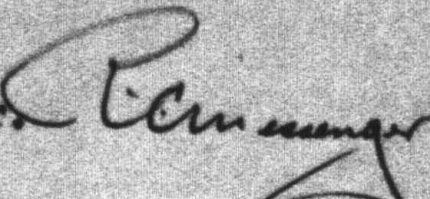
(3) The third course of action, and the one which is being pressed for by the Welfare Agencies and the City, is the prosecution of McDougall under a charge of malicious damage. The result of this action, if McDougall were convicted and sentenced, would be that the children would be removed from his very injurious control and that they would then fall under the care of the local Welfare Agencies, who would immediately see that the family were immediately returned to Edmonton under the jurisdiction of that City's Welfare Organizations, whose problem it actually is.

From all points of view this latter course of action would seem to be advisable. There would appear to be no question that it would be to the advantage of the McDougall children to be under any other control than the father's, and from the point of view of your Office it would not only cancel the running expense respecting the present trespass, but permit the property to be rented and at the same time remove the menace to the other properties generally.

I therefore recommend that you follow this latter course of action and immediately lay this charge against McDougall, or instruct me to do so, and that the Public Prosecutor be contacted in this connection.

Yours very truly,

H. D. CAMPBELL.

Per: 

RCM:JM
Encl.

Telephone: Bayview-3531. Night and Sunday, MArine-2474

Children's Aid Society of Vancouver, B.C.

MEMBER OF VANCOUVER WELFARE FEDERATION

PRESIDENT: H. E. GLASS, Esq.
VICE-PRESIDENTS: A. G. O. BARR, Esq.
 Mrs. A. Z. DeLong
HON. TREASURER: A. E. LORD, Esq.
HON. SECRETARY: Mrs. LYALL HODGINS
EXECUTIVE DIRECTOR: Miss WINONA D. ARMITAGE

ADDRESS LETTERS TO THE EXECUTIVE DIRECTOR

IN YOUR REPLY REFER TO Miss Coombe

FILE NO. 10,214

1675 WEST TENTH AVENUE
VANCOUVER, B. C.

Confidential.

June 5, 1943.

Mr. R.C. Messenger,
Assistant to Mr. H.D. Campbell,
812 Standard Bank Building,
Vancouver, B.C.

Dear Mr. Messenger:

Re: McDOUGALL, Minnie and John.
9 children (8 under 18 years.)
Address - 246 Powell Street.

In accord with your request we are giving the following report of the suggestions agreed upon at the conference held in our office June 1st, 1943, regarding the above-named family.

Those present at the conference were:

Mr. Messenger, ~~Department of Secretary of State~~
~~Office of the Custodian of Japanese Section~~
Mr. Patterson, Strathcona School,
Mr. Stevens, Juvenile Court,
Miss Coombe, Children's Aid Society.

In view of father's record it was agreed that his influence in the home was detrimental to the welfare of the children and that efforts should be made to see if there is evidence to prove that he is contributing to delinquency of the children. Mr. Stevens agreed to ask Inspector Rae, Morality Department, to see Allan and John in this regard. It was also thought that a married sister, Mrs. William (Florence) Barre, might have some evidence of value. Mr. Messenger will also see if a theft charge can be laid against father.

If father is removed from the home it was thought the family should return to Edmonton if they still have residence there. As mother and children received relief there until September, 1942, residence would appear to be Edmonton.

(over)

- 2 -

As mother does not seem to have average intelligence even if father is removed from the home, it was agreed that close supervision should be given to care of the children. It is considered doubtful if mother will be able to control the boys but this will depend on how far their behavior patterns have been established.

Yours sincerely,

Minna D. Armitage

Executive Director.

DC:CL

File No. 1743

August 18, 1943.

MEMORANDUM

To: Mrs. A. G. McArthur
From: Mr. G. D. Wilson

Re: The McDougall Family

In connection with the premises at 244 Powell Street, as you are aware, Mr. & Mrs. McDougall and their eight (?) children are living in these premises. They just moved in and took possession. This family has cost the Custodian many thousands of dollars by theft and malicious damage. The tenant of the building in which they are in operates a rooming-house upstairs, and the water supplied to upstairs and the store occupied by the McDougall family is on one meter. Naturally, the tenant objects to paying for the McDougall's water and we have had to make an allowance for the consumption over the average amount. The City Health Department complained about the McDougall's garbage and we have had to have it removed.

I would recommend that the McDougalls be evicted from these premises before the cold weather sets in.

G. D. Wilson

GDM/MS

We could have rented these premises last week if the McDougalls had not been in there.

No Wright. For your attention
as arranged -
A. G. M.

FILE NO. 5741

MEMORANDUM

To: Mr. L. W. Wright

October 4th, 1943

From: Mr. G. B. Wilson

Re: CHINA, Keisuke
212-4 Pennell St.

In connection with our having Mr. McDougal, a
tenant at 212 Pennell Street, arrested for malicious
damage, we received advice from the tenant of the room-
ing house that Mr. McDougal had torn down the lean-to.
In company with Mr. McDougal, I interviewed Louis
Hemstad, the manager of the rooming house, who informed
us that he saw McDougal with his children demolish
the lean-to. On the basis of this a charge was laid in
the Police Court before the Prosecutor to whom the Chinese
witness also told that he saw McDougal do the damage.

When the case was heard in the Police Court
this morning the Chinese witness, Louis Hemstad, stated
that it was the McDougal children that did the damage
and McDougal had no part in it. On this evidence the
magistrate dismissed the charge.

I have instructed Mr. Guild, of Messrs. Locke,
Law, Guild & Co. to instruct the Sheriff to proceed
immediately for the warrant for the eviction of the
McDougals.

GWB/GE

MEMORANDUM

To: Mr. E. W. Wright
From: Mr. G. D. Wilson

November 1, 1943

ENEMY SECTION	
Rec'd	NOV 1 1943
File No.	
Ans'd	
Refer'd	

Re: Reuben GZAWA,
242-4 Powell Street.

We wrote the Confederation Life Association stating that if they were to prepare a Quit Claim deed we could send it to E. GZAWA for his signature and if he refused to sign it, we would recommend to Ottawa that the Secretary of State sign the Quit Claim Deed.

As the file shows, the Confederation Life Assoc. have a Mortgage on this place with interest, which amounts to approximately \$4,070.00 and Messrs. Johnson, Reeve & Watson made an appraisal for the Confederation Life in which they valued the place at \$2,250.00.

Today Mr. Irvine of the Confederation Life showed me that he had sent a copy of our letter to his Head Office but in view of the state of repair of these premises they were loathe to accept a Quit Claim Deed. They referred us to Mr. Reave's report stating that the fire escape is in a dangerous condition and that the access to the furnace room by a concrete stairway is also dangerous as it has no protective railing; also, that the most serious item is the condition of the floor in the shop as the joists are all rotten.

Mr. Irvine points out that with the McDougal family squatting in the premises, if any of the children are hurt that they would have a claim for damages against the Company. I would point out that as this property is now vested in the Custodian we would be liable for damages should any accident happen to the McDougal children.

In view of the above, I think our Solicitors should be instructed to immediately have the Sheriff execute his eviction order.

Mem to Mr. Wright

November 15th, 1943

Mr. Irvine also wants to know if the Custodian would grant the Confederation Life Assoc. permission to expend \$1,000.00 on necessary repairs to this building which under their Mortgage can be added to the Mortgage. If and when this is done, they would be willing to accept a Quit Claim deed.

They have also suggested that we might find a buyer for the property around \$2,000.00, in which case they would accept the net proceeds from the sale in settlement of their Mortgage. I am trying to arrange to find a buyer on this basis.

GDM/GH

Mr. Irvine
Referring to par. 4. These people
are trespassers. No claim for injuries
to minors but it is desirable to wise &
get rid of the nuisance by sale if possible
what will mfr co accept? We via lawsuit
realize enough to take care of Mr. Sheppard's
bill & such expenses for repairs as you have
now incurred - Mr. Sheppard understands
I will have Mr. Sheppard understand
The stuff to proceed. Hereafter
to be as allowed K.W.V.
16/Nov/43

File No. 2783

MEMORANDUM

To: Mr. F. G. Shears

November 29th, 1943

From: Mr. G. D. Wilson

Re: Keisuke OZAWA
342-6 Powell St.

In connection with lot 24, Blk. 5, D.L. 126, known as 342-6 Powell Street, no bids were received on this property.

The McDougal family are trespassers in these premises.

Messrs. Johnson, Reeve & Watson recommend the sale of the property to the Confederation Life Assoc. for \$2,000.00 rather than spend any money on it. The Confederation Life have a Mortgage of \$4,070.00.

We suggested that we would give the Confederation Life a Quit Claim Deed but they refused to accept it until the McDougals were evicted but asked me to ascertain if I could find a buyer for the premises at \$2,000.00, which they would prefer to having to take a Quit Claim Deed.

On file there is an offer under date of November 28th from Peter Han on behalf of P. C. Guan to purchase the property for \$2,100.00 cash, with the understanding that the McDougals are evicted before the purchaser takes possession.

I have made tentative arrangements with the Confederation Life, subject to the approval of this office and the head office of the Confederation Life, to consummate this deal, it being understood that they will accept \$2,000.00, less commission, in full settlement of all their claims against Keisuke OZAWA, and the additional \$100.00 of the purchase price is to be applied against our legal costs.

This place is rented for \$360.00 per annum and the taxes are \$332.00, which were paid to date by the Confederation Life.

In Johnson, Reeve & Watson's report they state

(Over)

File No. 2753

MEMORANDUM

To: Mr. E. W. Wright

November 30th, 1943

From: Mr. G. D. Wilson

Re: Keisuke OZAWA,
242-6 Powell Street.

Yesterday Mr. Rogers, Chief Sanitary Inspector of the Health Department, called me in regard to the McDougall family who are trespassers on the above property. He informs me that the toilet has been broken in this place for weeks and it is not connected with the sewer and the back yard of the premises is flooded. He insists that this be remedied at once and that the McDougalls be removed from the premises.

Mr. Rogers also stated that he informed the McDougalls himself that they must immediately leave the place. I told him that we had obtained an order for eviction from the Court and that it was now in the hands of the Sheriff. He insists that we have the Sheriff take immediate action to have this family evicted.

GDM/GE

Spain

G. D. Wilson

File No. 2783

MEMORANDUM

To: Mr. E. S. Wright

December 3rd, 1943

From: Mr. E. S. Wilson

Re: Keisuke OKAWA
242-1 Powell Street

Mr. Rogers of the City Health Dept. has been phoning me every day in connection with the Okawa case. He just phoned again stating that he had been in touch with the Sheriff demanding that Okawa be evicted but that the Deputy Sheriff had informed him that after looking into the matter of our case, he did not think he would proceed with the Court Order. Mr. Rogers advised me that he understood the Sheriff had a Court Order to carry out this eviction and it was up to the Sheriff's Office to see that this was done. Mr. Rogers stated this caused an outburst from Mr. Okawa which resulted in Mr. Rogers hanging up the phone.

Mr. Rogers advised me that the Health Department are taking the matter up with Victoria to see that action is taken in connection with other trespassers.

Would you suggest that I go up and see the Sheriff and have a talk to him?

EW:W

MEMORANDUM

To: Mr. F. G. Shears
From: Mr. S. D. Wilson

December 11th, 1943

Re: Keisuke OZAWA
342-4 Powell St.

I understand that the proposed sale of the premises at 342-4 Powell Street has not been approved.

In my opinion this is not fair to the Confederation Life Association nor to Keisuke OZAWA.

The Confederation Life Assoc. have an investment of \$4,100.00 in this building on which they receive no return and no hope of getting any. Messrs. Johnston, Brown & Watson appraised the property at \$1,200.00 and recommended to the Company that they take their loss and accept \$2,000.00 each if a buyer could be found. If the sale goes through Keisuke OZAWA is released from his personal covenant of \$1,000.00 in giving up a property valued at \$1,200.00. How can the Custodian who is looking after the affairs of K. OZAWA justify the non-approval of the proposed sale?

I would also point out that the upstairs part of the building is under lease as a rooming house and that it will be necessary to spend immediately a considerable amount of money for repairs and the erection of a new fire-escape and lean-toe covering the cellar entrance, etc. and we have no money for the work.

The Confederation Life Association have agreed to pay a Cash Claim Bond to this property, and when we got the approval we received, we informed them that we would endeavour to obtain it for them; if they had not received they would ask for permission to foreclose. If the latter is given and they foreclose and sell the building, they would hold Keisuke OZAWA on his personal covenant for the difference between the amount

21st January, 1941.

Mr. Wilson

From Mr. J. B. Shears

Mr. Wilson No. 122
20-2 Powell Street

I have received advice from the Committee that they do not feel inclined to establish a precedent by approving of the sale of any property at a price which appears to be only 33% of the assessed value. They also, however, are not averse to a Gift Claim Deed being given to the Confederation Life Insurance Company.

I will therefore be prepared to send a Gift Claim Deed to Wilson for the signature of the Deputy Custodian informing them that the Committee have approved of same. This will mean that after gift claiming to the Confederation Life they will then be in a position to pay to the Mr. Peter Roe.

In view of the fact that the Confederation Life were willing to give me this matter for \$1,500.00 and that Mr. Peter Roe's offer to purchase was for \$1,100.00, as far as this office is concerned it will be necessary for us to receive \$200.00 out of which we will take care of the agreed 1% commission and certain legal costs to which we have been put in regard to negotiating this deal.

Director of the Finance
Committee

Secretary

J. B. Shears,
Director.

This is a settlement, not a sale - Should
the 3% comm. be paid?
No

File #2783

MEMORANDUM

January

EVACUATION SECTION

Rec'd JAN 31 1944

File No. 944-2783

Ans. *Ans.*

Referred *Referred*

TO: MR. G. D. MILSON

FROM: MR. K. W. WRIGHT

Re: Keisuke OZAWA and 242-246 Powell St.

Attached hereto you will find copy of communication received from Messrs. Locke, Lane, Guild & Sheppard.

You have shown me the original Certificate of Encumbrance recording the second mortgage in favor of Nobuo Ozawa. This is a matter that should have been cleared up before this, but apparently the Confederation Life mortgage has been regarded as the only encumbrance. There is some support for this inasmuch as in the J.P. form filed by the above named, the only encumbrance shown is the Confederation Life charge. The agent's report by H. Wyburn George, 408 Hornby Street, Vancouver, received at this office on April 29th, 1942, gives all particulars in regard to the real property and indicates that it is subject to a mortgage to the Confederation Life on which there is owing \$4071.99. Mr. George says the Extension Agreement under which this mortgage is being carried expires August 15th, 1943. It may therefore transpire that Keisuke Ozawa executed the Extension Agreement and that he has personally covenanted to pay although Mr. Sheppard suggests there is no such liability.

So far we have not been able to trace the mortgages, Nobuo Ozawa, but enquiries are being made at the R.C.M.P. through Miss Stevenson.

The memo endorsed on the Confirmation of Ownership gives the following particulars in regard to the Nobuo Ozawa mortgage:

#86321-K.

Dated 24th January 1931 between Keisuke Ozawa of 258 Powell St. Shoe merchant and Nobuo Ozawa of 867 Georgia St. E., Confectioner. \$3000.00 at 6% The said principal sum of \$3000.00 is to be paid on the 24th day of January A.D. 1934 interest for the same at the rate aforesaid payable semi-annually by equal instalments of \$90. on the 24th day of January and July in each and every year until the principal is paid without any deduction whatsoever. 1st interest to be payable on the 24th day of July, 1931.

It may be that this mortgage has been paid off and that the owner holds the Discharge somewhere and it would be advisable for you to communicate with the B.C. Security Commission, submitting the facts, and ask them to obtain the Discharge if it is held by the owner. If a satisfactory report comes in from the R.C.M.P. and you find out the Mortgagee's address, further information may be obtained from that source.

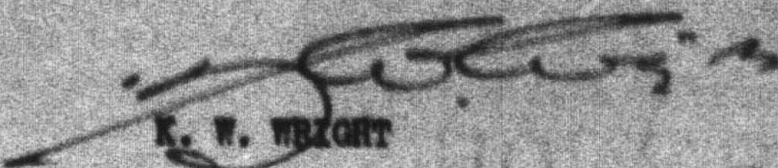
I am leaving for Vancouver Island tonight and have not the time today to read every letter on the file, but suggest that you go over it carefully to see if there is any helpful information concerning the second mortgage in the correspondence.

If we cannot locate the Discharge, we must consider the matter further before sending the Quit Claim to the Custodian. The Confederation Life may be required to foreclose and get rid of the second mortgage. If they have to go to this expense, they are in no worse position than if the Japanese had not been evacuated. If Keisuke Ozawa were still here and refused to cooperate with them

as he has refused to cooperate with us, there would be no other course open to them.

It seems to me that we should in future bear this case in mind and where it is clearly shown that the Japanese have no equity, we will approve mortgages exercising such rights as they may have under a mortgage held. Simply write and tell them the Custodian has no objection to their taking proceedings if they so desire. By so doing we will avoid criticism by the Japanese later on inasmuch that the Custodian will have the protection of any order that is made. This policy will also leave us more time to devote to those matters we should be attending to, as there is plenty of work ahead of us and the Custodian will be pleased to know that we are not creating work for ourselves.

KWW/W



K. W. WRIGHT

LOCKE, LANE, GUILD & SHEPPARD,
Barristers & Solicitors,

C
O
P
Y
703 Rogers Building,
Vancouver, B. C.
January 29th, 1944.

Office of the Custodian,
509-10 Royal Bank Bldg.,
675 West Hastings Street,
Vancouver, B. C.

Attention: Mr. Wright.

Dear Sirs:

Re: Keisuke Ozawa - File No. 2783.
Evacuee Section.

We have your instructions to prepare a Quit Claim Deed to the Confederation Life Association, the mortgagee under the first mortgage. We find, however, that the title is in the name of Keisuke Ozawa subject to a first mortgage to Nobuzo Ozawa. Therefore, a Quit Claim Deed would not be acceptable by the Confederation Life unless you first obtained for it a discharge of this second mortgage. We do not know if this second mortgage is an enemy or evacuee but we assume that if he is an evacuee the Custodian would not be prepared to make a gift of a discharge of this second mortgage, and such a transaction would be required to vest the property clear of encumbrance in the Confederation Life Association.

Further we cannot see that the Custodian has any particular interest in this matter. There appears no equity in it for the evacuee over the first mortgage, let alone any equity over the first and second; also the evacuee is not liable on the covenant, the original mortgagors were William and Clementine Francesy and the only liability of the evacuee owner would appear under an express or implied covenant of indemnity to them, the mortgagors, which of course could be assigned to the Confederation Life Association, but has not been assigned. Therefore, at the present time the Confederation Life has no claim against this evacuee personally. You are therefore in a position where you will have to give a gift of the discharge of this second mortgage or ask the Confederation Life to foreclose. We would suggest that you ask them to take foreclosure proceedings.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD.

FAS/EB

Per: F.A.S.

File No. 2783

ENEMY SECTION	
Rec'd	FEB 8 1944
File No.	
Ans'd	
Refer'd	

MEMORANDUM

To: Mr. Wright

February 7th, 1944

From: Mr. Wilson

Re: Keisuke OZAWA,
242-6 Powell St.

Referring to your memo of January 31st we have now received advice from the B. C. Security Commission that Nobuzo OZAWA is a resident of Japan. The B.C.M.P. have also informed us that they have no record of this party.

Keisuke OZAWA, the owner, states that he does not hold a Discharge of this second Mortgage. *not paid*

As the Advisory Committee have recommended giving a Quit Claim Deed to the Confederation Life Association covering K. OZAWA's interest in the property at 242-6 Powell Street, I cannot see any apparent reason why it should be held up by the second mortgage held by Nobuzo OZAWA of Japan as this second mortgage has no value, the property being appraised at \$2,000.00 and the first mortgage to the Confederation Life Association being for \$4,700.00.

Mr. Irvine of the Confederation Life Assoc. called me this morning and asked me to do everything possible to give them a Quit Claim Deed and not to put them to a further expense of \$200.00 or \$300.00 as they already have taken a \$1,000.00 loss on this property and propose now to take a further loss of \$2,700.00.

ODM/GH

Emilson

File 2783.

February 10th, 1944.

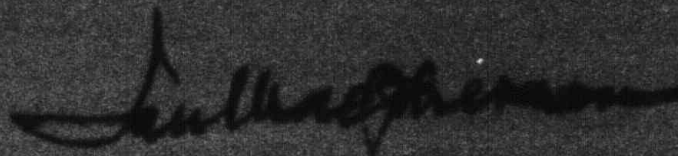
MEMORANDUM

TO: Mr. F. G. Shears
FROM: Mr. Ian Macpherson

RE: Lot 24, Block 5, D. L. 196,
Op. 1, N. W. D., Plan 184.
(Mortgage Interest)

Certificate of Encumbrance on file shows the registered owner of the above described property to be Keisuke OZAWA. Title is subject to two mortgages, the holder of the second one being Nobuo OZAWA, residing in Japan.

Mr. Wright has requested that this mortgage interest be vested and Certificate of Vesting is attached hereto for your signature.



IM:AM
attach.

December 22nd, 1943.

The Supervisor,
British Columbia Security Commission,
New Denver, British Columbia.

Dear Sir: Attn: Mr. D. Saunders.

Would you kindly have Keisuke OZAWA, registration No. 05996, appear before you in connection with his property at 242/4/6 Powell Street.

The Confederation Life, who hold a mortgage on this property on which there is owing at the present time over \$4100.00, are demanding a Quit Claim, or in lieu of this they are asking for permission to foreclose. We enclose herewith a copy of a report and appraisal on this property made by Johnson, Reeve and Watson, a reputable firm of Appraisers, in which they state the property is not worth over \$2250.00.

Would you please ask K. Ozawa if he is willing to sign the enclosed Quit Claim Deed to the property, which would release him from all liabilities under the existing mortgage, and also explain to him that if he does not sign this Quit Claim Deed there is no apparent reason why the Custodian should not grant The Confederation Life permission to start foreclosure proceedings, in which action they would probably be successful and if they sold the property at sale we do not anticipate it would bring over \$2000.00, and Ozawa would still be liable under the covenant of the mortgage for any amount between that realized for the sale of the property and the amount due under the mortgage, plus legal expenses in connection with the action.

Would you be kind enough to explain this fully to Ozawa and point out to him that it is apparently to his best interest to sign the enclosed Quit Claim Deed, signing in the space marked "X", and having the Acknowledgement made before a Notary.

Yours truly,

G. D. Wilson,
Administration Department.

GDM/ER
Encs.

January 10th, 1944

The Supervisor,
B.C. Security Commission,
New Denver, B. C.

Dear Sir:

Re: Keisuke OZAWA

As requested, we enclose herewith statement of K. OZAWA's account covering the property at 242-6 Powell Street.

You will note that this property is rented at \$30.00 per month, which brings an income of \$360.00 per annum. Against this the taxes amount to \$316.76, which have been paid by the Confederation Life Assoc.

In addition, the indebtedness to the above Company is now well over \$4,700.00 and with interest at 8%, this amounts to \$375.00 per annum; so this means that the building is operated at a loss of over \$330.00 per annum, therefore, you can readily see that K. OZAWA's position is getting worse all the time.

If he signs the Quit Claim Deed that was sent to you, the Confederation Life Association will grant him a release from the liability under his personal covenant in the Mortgage; whereas, if they start foreclosure proceedings, it will add extra legal costs, and K. OZAWA would be responsible to them for any amount owing on the Mortgage, less what they received from the property at sale; so on the basis of the appraisal that we have received, K. OZAWA would be released from a liability of over \$2,700.00 by signing the Quit Claim Deed.

Trusting that you will explain this matter fully to K. OZAWA and if he signs the Deed we would like to have it by return mail, and if not, there would be no other course for us but to allow the Confederation Life Association to commence foreclosure proceedings.

Yours truly,

Enc.
GDM/GH

G. D. Milson
Administration Department

PHONE PACIFIC 9181
PLEASE REFER TO
FILE NO. 2783

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

808 ROYAL BANK BLDG.
HASTINGS AND GRANVILLE
VANCOUVER, B. C.

January 3, 1951.

Mr. R.J. McMaster,
Barrister & Solicitor,
1408 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Re: Japanese Property Claims Commission
Case 1120 - Keisuke OZAWA

As you are aware, the Commissioner is considering a number of cases in regard to which he may recommend some awards in addition to those appearing in Appendix I to his Report.

In regard to Ozawa's claim, we believe this is a case where consideration should be given to changing the recommendation to a lesser amount than shown on Appendix I, as we submit that the facts of this case may not have been known to the Commissioner. The award is stated to have been computed as follows:

<u>Greater Vancouver Property</u>		
Stated sold for	\$ 4,537.70	
Award 5% plus \$12.50		\$ 229.38
Sold by tender	390.00	
Award 12%		42.00
Lost goods	335.00	
Award 46%		<u>154.10</u>
Total Award		\$ 425.48

The real property was not sold for \$4,537.70. This was the amount due under a mortgage to the Confederation Life. The property was quit claimed and the Confederation Life sold the property for \$2100.00 (April, 1944).

The Custodian first offered this property for sale. No offers were received. The property was appraised by Mr. Reeve for \$2100.00. In view of the balance due under the mortgage, it was evident Ozawa had no equity in this property, and he would normally have been liable under his personal covenant.

We consider that there is evidence that the amount received for the goods sold by tender was satisfactory to Ozawa. However, we are not suggesting that this question be re-opened, but do suggest that the award be reduced by \$229.38, the amount included for the real property.

Mr. R.J. Mc Master.

- 2 -

Jan. 3, 1951.

Copy of this letter is being sent to Mr. Justice Henry Bird.

Yours truly,

F.G. Shears

F.G. Shears,
Director.

ros/aw

c.c. Mr. Justice H. I. Bird.



COURT OF APPEAL

Victoria, B.C.,
16th December, 1951.

Microfilm

F.G. Shears, Esq.,
Director of Japanese Evacuation Section,
Office of Custodian,
506 Royal Bank Bldg.,
Hastings and Granville Streets,
Vancouver, B.C.

Rec'd	Jan. 15/51
File No.	
Date	
Entered	

Dear Mr. Shears:

Japanese Property Claims Commission
- Case 1120, Keisuke Hozawa

I have considered your letter to Mr. McMaster under date of January 23th, 1951, from which it would appear that my recommendation was based upon the assumption that the property was sold for \$4537.70, this assumption being drawn from the belief held by your office or Government Counsel, and so conveyed to me, that the facts as to sale price were as above stated.

It now appears that this information was not correct, in that the property was subject to a mortgage for \$4537.70, and was valued by Douglas Reeve, an appraiser appointed by your Department, at only \$2100.00. Consequently your Department, in my judgment quite correctly, quit claimed the property to the mortgagee.

I am now informed that the mortgagee subsequently sold it for the amount of Reeve's appraisal, namely, \$2100.00.

In these circumstances you raise the question whether the recommendation made in the main report filed in April, 1950, should be reduced accordingly.

In view of the fact that this is the only claim in which a question of this nature arises and that the claimant was informed soon after the report was filed that the recommendation for payment of compensation had been made in his favour, it appears to me undesirable re-open the question.

This, however, is a matter of policy which is no concern of mine, and perhaps I should not make any suggestion in regard to it. However, in the circumstances, in view of



COURT OF APPEAL

Microfilm

F.G. Shears, Esq. 2 15th December, 1951.

the information you have now given me, I make the suggestion that the matter be allowed to stand.

You are free to make what use you wish of this letter.

Yours truly,

H. J. Bird
count

April 12, 1948

File No.
2783

ANALYSIS OF
CLAIM

REAL PROPERTY
SECTION

Keisuke OZAWA,
Reg. No. 05996

REAL PROPERTY -

242-6 Powell St.
known as
Lot 24/5/196/184
Vancouver, B.C.

Catalogue #182

Keisuke OZAWA makes claim for
(Gross)

\$20000.00

Sale Price -

NIL

This property was held by OZAWA subject to a Mortgage to Confederation Life Association for \$7500.00 and a Mortgage to Nobuzo OZAWA for \$3000.00.

After much negotiating as shown by Real Property Summary, dated June 5/47 on Claim File to which particular reference is made, a Quit Claim deed was granted to the Confederation Life Association at or about April 3, 1944 in lieu of its Claim in respect to the balance of its Mortgage, which according to a letter from the Association dated July 5/43 - was \$4437.70 including interest to Feb. 15/43 -

Appraisal -

Johnson, Reeve & Watson

An Appraisal of the property by Johnson, Reeve & Watson as November 2, 1943 at the request of the Confederation Life Association gave a valuation of \$2250.00.

Tenders -

(a) - Peter Hem - \$2100.00

This tender was referred to the Confederation Life Association and formed a basis of adjustment in the settlement of negotiations. In consideration of the receipt of \$100.00 for account of Keisuke OZAWA, a Quit Claim deed was given to the Association and its letter of April 3/44 acknowledges this arrangement, and a letter of April 4, 1944 advises that "the property was duly registered in the name of the Association". Further that they had since sold the property to Pong Can Quon for \$2100.00 Cash as at April 1/1944.

Assessed Value, 1943

Land - \$3500.00
Improvements - 5100.00

RECAP:

(over)

File No. 2783

- 2 -

APPROX. MAY 1940

RECAP:

Gross amount of claim	-	-	\$20000.00
" " " sale	-	-	Nil

A settlement was made as above described and the sum of \$100.00 was received by the Custodian for credit of Keisuke OZAWA in closing his equity in the property.



B.R. Dusenbury,
Office of the Custodian.

File No.
2783

ANALYSIS OF
REVISED CLAIM

January 28, 1949

REAL PROPERTY
SECTION

Keisuke OZAWA,
Reg. No. 05996

Toronto, Ont.
October 13, 1948
Case #1120

REAL PROPERTY -

242 -6 Powell Street,
known as
Lot 24/5/196/184,
Vancouver, B.C.

Catalogue #152

Keisuke OZAWA makes
Revised Claim
(Gross)
Page 13, lines 22-29 inc.
of Transcript.

- \$16000.00

Reference is made to
original analysis of
claim of April 12, 1948 on
Claim file for particulars.

Gross revised claim as above - 16000.00
Less, amount of Mortgage
to Confederation Life
Association as per
original Analysis - \$4437.70
Less, amount received
by OZAWA as
per original Analysis 100.00

4537.70

"Claim for Loss"
as page 13, line 29,
Transcript.

\$ 11462.30

BED/DD.

Reg. No. 05996

KEISUKE OZAWA

File No. 2783

1942

		Debits	Credits	Balance	
June 12	By Sale Cash Register - Nat. Cash Reg.	\$	\$ 58.50	\$	
30	" " Safe - C. L. Ford		60.00		
July 15	By Rent of "Panama Rooms" 1/9 to 1/10		30.00		
	To Ch. to Confed. Life Assoc. " "	30.00			
Aug. 10	By Cash - Sale of Chattels "Panama Rooms"				
	\$100.00)				
	To Legal Fees - Morris & McLennan		90.00		
13	Dep. offer to purchase shoe stock - J. W. Anderson		25.00		
	By c/c Bal. of purch. of shoe stock - J. W. Anderson		225.00	458.50	CR
Sept. 3	By Cash - Sale Sundries		1.50		
16	To Ch. - J. Leckie & Co. - settlement	162.73			
	" " - John F. Mussenden - "	104.45			
	" " - Dominion Rubber - "	111.93			
	" " - Lachance & Tanguay	77.63		3.26	CR
Nov. 2	By Cash - Yip Chew Git - rent 242 Powell Oct. 1 to Nov. 30/42		60.00		
	To Cash re disbursements (in file)	48.89		14.37	CR
12	By Cheque G. W. McPherson - Bal. due on rent \$11.11 less coll. fee	8.11		6.26	
25	To Collection Charges H.D.C.	4.50		1.76	

1943

Jan. 6	By Cash - Yip Chew Git - rent 242 Powell 1/12/42 - 31/1/43		60.00		
	To Cash Wiring \$15.00, Plumbing \$8.70, Water rates \$17.00	40.70		21.06	CR
Feb. 25	To Collection Charges	3.00		18.06	CR
26	To Ch. Custodian	16.30		1.76	CR
May 15	By Rent Panama Rooms App. & May		60.00		
	To Allowance on Water Tax	10.00		51.76	CR
June 23	By Yip Chew Git - Rent June & July		60.00		
24	By Cash (P.H.) Rent Feb. & March (O/S)		60.00		
July 16	To Ch. Collection Charges on \$180.00	9.00			
	" " Custodian	161.00		1.76	CR

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THE COMMISSIONER, the claimant herein, being first
fully sworn, testified as follows:
EXHIBIT EXAMINATION BY MR. JORDAN:

Q. You are the claimant in connection with
property known as 242, 244 and 246 Powell Street in
San Francisco?

A. Yes.

Q. And your claim is in connection with real-
estate? A. Yes.

Q. And personal property? A. Yes.

Q. And the personal property is in connection
with the business?

A. Yes.

THE COMMISSIONER: There is no claim on
this list for personal property. Is there a personal
property claim, too?

MR. JORDAN: Yes, there is, your honor.

MR. CHRISTIE: Yes, I have a personal property
claim.

THE COMMISSIONER: Go ahead.

MR. JORDAN: If it please your honor I will
deal with the real estate first, and dispose of that.

Q. I show you a form headed "Real Estate Other
than Farm." Is that your signature (indicating)?

A. Yes.

Q. And there are certain exhibits attached to
this form, what is correct?

A. Yes.

[PARTICULARS OF REAL ESTATE OTHER THAN FARM
[AND, BOUND EXHIBIT NO. 1]]

I, Oona,
MR. O.

MR. HUNTER: Your honor, to this exhibit are attached two valuations made by Vancouver real estate agents. I put that in as Exhibit 1.

MR. CHRISTIE: I am wondering if we should do this. I think perhaps my friend ought to put those valuations in separately. I think he should file the real property and later he may choose to prove them and I may have some comments to make. He has had valuations made by some real estate people in Vancouver and I do not think they should be attached to the real property form.

THE COMMISSIONER: As far as those valuations are concerned, as I understand it, further evidence will be taken in Vancouver. They are Vancouver men?

MR. HUNTER: Yes.

THE SUB-COMMISSIONER: If you wish to give evidence with respect to them you will have to call them out there. The putting in of those valuations now doesn't do, I would say, pretty much a matter of production of documents. The Crown is putting in its valuations and so on, with the idea of calling the one concerned with them later. So, you can put in those valuations. I would put them in as separate exhibits, as Mr. Christie suggests, but you must understand they are not going in, really, as evidence.

MR. HUNTER: All right. I have the original valuations made by the real estate agents and I will put them in separately. I am only putting in the form

L. S. Brown,
Director.

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Q. Exhibit 1, at present.

A. CORRECTOR: That is right.

Q. BROWN: Will you let me have this copy?
I will simply attempt to attach that. There, it is done.
Thank you.

Q. Now, Mr. Brown, what type of building is
this?

A. A brick building, three stories.

Q. How many rooms? A. 20 rooms.

Q. And, for what was it used?

A. The upper two stories were used for rooming
houses. The lower story was divided into two, one
of which I used for my boot repairing business and the
other which was occupied by some transfer people.

Q. To what other use was the ground used?

A. The transfer store had a restaurant combined
with his business.

Q. You have just mentioned shoe repair.

Were you not in the shoe business?

A. It was both the selling of shoes and the
repairing of shoes.

Q. And, when did you purchase that property?

A. In 1905, I think.

Q. And, where in the city of Vancouver is this
property?

A. It was on the waterfront on Powell Street,
Vancouver.

Q. Is that downtown Vancouver?

A. Yes.

Q. And, what did you pay for it?

A. \$15,000.

Q. \$15,000. And, what was the condition of the property in 1941?

A. It was in good condition, sir.

MR. JUDGE: Now you the valuation of the property, have you?

MR. JUDGE: Yes.

Now, I understand that the appraisal of the property, have you? Now, I understand that the appraisal of the property, have you? Now, I understand that the appraisal of the property, have you?

MR. JUDGE: Yes.

(The witness, November 2, 1941, under oath.)

MR. JUDGE: Now, you gave three street numbers, Mr. Jones. Do they all relate to this particular property?

MR. JUDGE: Yes, your honor. It is all one parcel.

Q. Now, this building, haven't you?

A. Not what?

Q. Not what? A. Yes.

Q. And you had pictures on the different floors?

A. There were pictures in the room.

Q. What was the condition of the roof?

A. It was in good condition.

Q. And, did you inspect the roof at any time before you left? A. I looked at the building

L. O. O'NEILL,
Mr. O'N.

Before I left and it was in good condition. In 1934 I spent \$125. in having the roof repaired and with that \$125. I received a 10-year guarantee.

Q. And, what was the condition of the fire escape?

A. I went and had a look at the fire escape in August, 1935, and at that time it was in good condition.

Q. Had you ever sprayed it?

A. It was sprayed and painted in 1935.

Q. And, what was the condition of the brick work?

A. The bricks on both sides were checked in 1935 and it was in good condition.

Q. Now was in 1935 that it was in good condition?

A. Yes.

Q. And what about the doors and the windows in the building?

A. They had been kept in repair and were in good condition.

Q. In respect of the interior, the glass in the transoms and the general condition of the interior, what do you have to say?

A. The general inside condition was good.

Q. And, the transom lights?

A. To get near the transoms, or --

Q. The transom lights? That is the way they are repaired, or, referred to, in the valuation.

THE SUB-COMMISSIONER: What is that?

MR. O'NEILL: The lights in the transoms were also broken.

THE SUB-COMMISSIONER: The glass in the transoms

Q. Now,
A. Yes.

could be made by that.

Q. Now, I was keeping a book of accounts and if any of those were broken it was reported to me and I repaired them. At the time I left there were no broken ones.

Q. Now, A. Yes. And what do you say about the paint work of the building?

A. I painted the workbench, I painted the outside workbench, myself, in 1941.

Q. And was the paint work inside in good condition?

A. The paint work inside was also in good condition.

Q. What about the floor?

A. The floors were generally in good condition. The ground floor was a little old but it was able to support a 2,000 pound machine.

Q. Yes. Which you had used in your business, referring to this 2,000 pound steel machine?

A. Yes.

Q. For how many years? For several years?

A. About 12 years.

Q. And you were using that machine right up until the business was closed. Is that correct?

A. Yes.

Q. Then, with respect to the plumbing, what do you have to say?

A. In 1939 I spent \$200. in fixing up all the piping and it was in good condition.

E. DUNN,
DEP. CL.

Q. Yes. Is was in good condition when you left the premises?

A. Yes, in good condition.

Q. Now, in your claim you showed a value of \$20,000 for this building. How did you arrive at that amount?

A. A real estate agent named George Jones made me an offer of \$20,000, but I did not want to sell. I do not know. I am not certain when he made that offer.

Q. That was made some time before the war?

A. Yes.

THE SUB-COMMISSIONER: Q. Can you give us any idea of how long before the war?

A. I think about 1925 or 1926.

Q. About when?

A. I think about 1925 or

1926.

MR. DUNN: Q. Now, there was a mortgage to the Confederation Life Association?

A. Yes.

Q. And, when you took over the property do you know what the amount of that mortgage was?

A. \$5,000.

Q. And that mortgage was removed in 1933?

A. Yes.

Q. And do you recalled the amount of that mortgage in 1933?

THE SUB-COMMISSIONER: At the time of the removal,

Mr. Dunn?

MR. DUNN: Yes, your honor.

10
L. Jones,
Mr. C.

1
Is that?

2
MR. JONES: March 22, 1942.

3
THE WITNESS: In 1939 it was \$12,000, and in 1940
4
\$12,000. I think in 1941 it was about \$9,000.

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MR. JONES: I am putting in a letter from the
6
San Francisco Commission's office, Vancouver, B.C.,
7
addressed to Clayton & Brown, Builders, dated March 22,
8
1942, showing the assessment for the years 1939, 1940,
9
1941 and 1942, covering properties 222, 244 and 246 from
10
all taxes. The average assessment over those four
11
years was \$9,000. That will be exhibit 3.

12
(OFFICE LETTER NO. 1242, BUREAU NUMBER NO. 3)

13
And I am also tendering as an exhibit a letter
14
from the City Treasurer, in the city of Vancouver,
15
showing the annual taxes for the years 1939, 1940,
16
1941 and 1942. This letter is addressed to Messrs
17
Clayton & Brown.

18
MR. WITNESS: Could not that go in the same
19
exhibit, the Assessment and the Taxes?

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THE SUBCOMMISSIONER: Put them all in that
21
way.

22
MR. JONES: I am not tendering. It will be
23
part of Exhibit 3.

24
(END OF EXHIBIT NO. 1 letter, March 22, 1942.)

25
Q. The question this building here? From where
26
did the money come to acquire it?

27
A. I bought it with the proceeds of my
28
business.

29
Q. Yes. Do you know for what the property
30
was sold? A. I do not know.

Ex. 100,
100-100

THE WITNESS: A. I think a little under \$4,000.

Q. Well now, you made considerable payment to
Confederation Life over the last few years?

A. Yes.

Q. Do you know how much was paid to the
mortgages covering a period of five years from the
end of October 1941 to the end of October 1942? Do
you know what approximate amount was paid to the
mortgages in that time?

A. About \$5,000., I think.

Q. And in that amount were included some
insurance premiums? A. Yes, sir.

Q. And some of the amount went?

A. Yes.

THE SUB-COMMISSIONER: Fire insurance premiums,
do you mean?

MR. BURNAN: Yes, just fire insurance premiums,
your honor.

Q. And do you know what the encumbrance of this
property for, say, three or four years prior to 1942
was?

THE COMMISSIONER: You will be putting that in,
Mr. Christie?

MR. CHRISTIE: I do not know whether I have the
encumbrance in my papers. I have a memo of what it is
but I have not got the notice. This is what I have.

MR. BURNAN: I have a letter from the Assistant
Commissioner's office.

MR. CHRISTIE: Yes, well, put that in. That date

Q. Now, the evidence in this case is
all in the hands of the Crown.

A. Yes.

Q. Now, as a further exhibit I tender
a declaration made by George Lefebvre, a witness
who appeared before a justice of the peace on
September 26, 1942.

THE JUDGE: It is admitted subject
to the ruling of the court on admissibility.

Q. CHRISTIE: Very well.

Q. Now, tell me, your honor, in that case I
do not quite see the necessity for putting that in as
an exhibit. I think perhaps I would prefer to hold
that exhibit as it is of no value to this inquiry
and to show how perhaps Mr. Lefebvre in the hearing,
I am not sure that the future holds in this case,
I do not know the procedure usually.

THE JUDGE: We take the evidence that
is available here, that evidence is transcribed and it,
together with the exhibits, are forwarded to Vancouver,
where Mr. Justice Bird, the Commissioner, holds sittings.
I am a deputy commissioner for the purpose of providing
over the taking of the evidence. I forward it to him
without any comment. Further evidence is called before
him in Vancouver. It is open to both sides to call
evidence there. The Court will call evidence there
in each of these cases on volitions and then Mr.
Justice Bird renders the decision. The Court is
filling its supervisory reports and so on, according
in the nature of pleadings so that you know what you

E. W. W. W.
W. W. W.

MR. CHURCH: My friend is making the claim. All I am concerned with is that I want to know what claim for loss he is making.

THE SUB-COMMISSIONER: He has told us he is claiming \$5,000.00 with respect to inventory, he is claiming \$200. in respect of furniture, equipment and fixtures in the store, and he is claiming \$100. in connection with the moving house furniture. All these things are his values. Now, he is claiming these amounts less what the Canadian recovered and you should know that, I think.

MR. CHURCH: Have you a copy of that?

MR. WILSON: I have your Analysis of Personal Property claim here.

THE SUB-COMMISSIONER: Attached to your Personal Property claim, which is filed as Exhibit 4, there is a list of accounts receivable. That is beyond this reference; that is not.

MR. WILSON: In answer to my friend all I can say, I am afraid, is that apparently the Canadian sold the stock for \$200, and the chattels of the moving house for \$100. As to the personal --

THE SUB-COMMISSIONER: What about the fixtures of the store?

MR. WILSON: The heavy machinery was all taken over by them. There is no claim for that; it was sent right at a Japanese International camp.

THE SUB-COMMISSIONER: You, but these fixtures you have in here at \$200.?

L. BROWN,
HON. MR. JUDGE.

MR. BROWN: I cannot tell what disposition was made of them by the Custodian. The analysis of Personal Property claim of the Custodian does not say what became of them. I presume they were sold but the record is not shown. All I can do is make the record of them.

MR. BROWN: Now I suggest that if my friend would like to this stage, or I will submit as Exhibit B, the Analysis of Personal Property claim. It might assist us in recalling the fact.

THE HONORABLE MR. JUDGE: Yes.

MR. BROWN: Yes.

ANALYSIS OF PERSONAL PROPERTY CLAIM,
JAMES BROWN JR.

Q. Now, Mr. Brown, the Analysis of Personal Property which has been put in as an exhibit refers to a sale for \$100, of articles, fixtures and equipment of a running house. What have you to say as to that sale, the sale is, and as to the amount?

A. At the time I was arrested the Custodian told me that they were going to sell the business and that they were going to get tenders for it. As I was in hospital at that time I told them to go ahead. I was sick at my house, and in the hospital at that time, as I told them to go ahead, the Custodian brought along a salesman and they sold it to the salesman for \$100; and in view of the fact that I had to be arrested, which I considered to be extremely low price I sold it for.

Q. Was the sale was made by the Custodian?

A. Yes.

[Indistinct] look at that signature and tell me if
that is your signature?

A. Yes.

Q. Yes, thank you.

I would like to see the J.I. form or receipt for

that form, would you mind?

I am also looking for the Certificate of Ownership
on Exhibit 1.

[Indistinct] of ownership, would you mind?

MR. JENSEN: I would like to see that.

MR. JENSEN: I will get it worked out when you
are here.

MR. JENSEN: All right.

MR. JENSEN: Q. In addition to the first mort-
gage which was on the property I understand that there
was a second mortgage. Is that correct?

A. Yes.

Q. And what was the amount of the second
mortgage?

A. I think \$2,000.

Q. And what purpose of the second mortgage?

A. He went back to Japan.

Q. He went back to Japan?

A. Yes.

Q. When you bought this place was

A. I have something else to say about that.

Q. All right, proceed.

A. It is all right.

Q. When you bought this place in 1953 how
old was the building?

A. I do not know.

L. 1000
Q-100

Q. Was the stone over the brick or was it
partly under and partly over?

A. It was over the brick.

Q. Were there any wash-basins in the room?

A. No, but there was one in the hall.

Q. Now in the report of Johnson & Brown
they say the joints appear to have rotted. What do
you say is right in that?

A. The joints of the main floor may not
have been so good but it was able to support a 2,000
pound load without.

Q. What was the condition of the joints?

A. As I pointed out in 1901 the condition
was good.

Q. Then, the speaker is wrong when he says
"The exterior joints were not neglected for a long
time?" A. That is a lie.

Q. Apparently there are a lot of lies. He
said he could not inspect the roof because the fire
escape was in such poor condition. What do you say
about that?

A. I cannot understand that at all, because
in 1901 I went up the fire escape, myself.

Q. What was the condition of the brick work
in regard to it being painted? Do you understand
the term "pointing"? That is the mortar
between the bricks. What was the condition of
the brick work outside?

A. There were no bad places in the bricks.

25
E. H. HARRIS,
1912.

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1000, and he said "No." If you intend to submit
evidence in connection to the effect that he did
agree it would come to us you should, in fairness, go
on with your own examination and suggest to him
the circumstances under which you allege he agreed.

MR. CHAMBERLAIN: There is a statement here in the
minutes of the Board of Directors in which it states that
the stockholders according to \$1,000.00 was sold
for \$100, as agreed upon by them. Now, if he had
any knowledge, and he is making the claim, I think it
would be helpful to the commission.

MR. HARRIS: I did not agree. I am certain
of that point.

MR. CHAMBERLAIN: That is all, your honor.

MR. HARRIS: Have you further questions
to ask?

MR. CHAMBERLAIN: Yes.

MR. HARRIS: You have no further
questions?

MR. CHAMBERLAIN: No, your honor. I have nothing
further.

MR. CHAMBERLAIN: It is submitted, your honor,
that the real property was sold for the full market
value.

It is further shown that they are not claiming
for special, but for the value of the property in regard
to the personal estate of all.

MR. HARRIS: It was my impression that we are

the other side. He would like to be very particular
in the other direction, but I understand he cannot.

Mr. BENTLEY: It is not within the laws of
the country.

Mr. BENTLEY: He further states that he is going to
the other direction and that he is going to the other
side of the river, as shown on the map of the
country.

That I have certain documents to file.

Mr. BENTLEY: What date is on the
back of the map at the time it was sold and worth
\$100. In other words, they are making whatever was
needed for it.

Mr. BENTLEY: That is right.

I am turning up Exhibit 3 the Real Property
History.

(Real Property History, marked Exhibit 3.)

Mr. BENTLEY: Before you get that in, I have
the exhibit here, referring to the correspondence.

Mr. BENTLEY: Five copies letters.

Mr. BENTLEY: I am sorry. It is five copies
letters. I will get that in separately.

I am turning up Exhibit 15 the names of Peter
Lee.

(Names, marked Exhibit 15.)

Mr. BENTLEY: What is Exhibit 15?

Mr. BENTLEY: The Real Property History.

Mr. BENTLEY: Now I pass that.

Mr. BENTLEY: I am not sure. It is the
History of the correspondence.

Name of Claimant **OLANA, Kaiwaka**Case **1122**Custodian File **8703**

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
4837.79	216.88 12.30									509.38
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%	335.00	154.10	350.00	42.00	196.10		
TOTAL RECOMMENDATION										485.48

File No.
2783

DEFENSE BRIEF

Keisuke OZAWA,
Reg. No. 05996

File #2783

Case #1120

Toronto, Ont.
October 13, 1948
Case #1120

Case #1120
File 2783

REAL PROPERTY CLAIM - GROSS -

<u>Gross Claim</u>	<u>Appraisal</u>	<u>Sold for</u>
\$16000.00 Total as revised Page 13, lines 22-29 inc. of Transcript, also Exhibit #1	\$2250.00 on behalf of Confederation Life Ass'n.	\$2100.00 by Confederation Life Ass'n.
Original Claim \$20000.00 as Nov. 27/47		

Witnesses:-

1. D.W. Reeve,
Appraiser,
Realty - for Confederation Life
Ass'n.
2. John N. Irvine of Confederation
Life Association
3. F.G. Shears

Submissions:- - Comparative figures are collected here:-

Claimant's Original Value Nov. 27/47	Claimant's Revised Value Oct. 13/48	Assessed Value 1943	Appraisal Value Nov. 1943	Sale Price Apr 1944	Mortgage Confed. Life Assn. July 1943
\$20,000.00	\$16000.00	\$8600.00	\$2250.00	\$2100.00	\$4437.70

Analysis of Original Claim as April 12, 1948 indicates the pertinent details of the history of disposition of this Realty. The revised Analysis merely shows the reduced valuation by Claimant and the figures of "Claim for loss" as shown Page 13 lines 22-29 inc. of Transcript, namely \$11462.30.

While the Confederation Life Association was given a Quit Claim Deed in exchange for a Release of their Mortgage and thereby took a loss, it seems that the sale value of the property in question was no more than \$2100.00, the amount for which the Confederation Life Association sold same. As the Mortgagee did not receive the full amount of its Mortgage balance it seems that the Claimant has "no claim" in view of the appraisal, sale price and loss by Mortgagee.

Even the \$100.00 received by the Custodian for account of the Claimant in this connection seems to be a "gratuity" rather than a "right".

File No.
2783
Keisuke OZAWA,
Reg. No. 05996

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Case #1120

There is a very great recession from the purchase price of \$15000.00 in 1923 as reported by the Claimant Exhibit #1 to the sale price of \$2100.00 in 1944 by the Confederation Life Association.

No doubt the vandalism that took place to these premises did much to reduce the appraisal and sale value.

PERSONAL PROPERTY CLAIM - GROSS

<u>Gross Claim</u>	<u>Appraisal</u>	<u>Sold for</u>
\$3072.56 Total Revised claim as Page 17 lines 21-26 inc. of Transcript.		
(a) \$2237.56	Sale agreed to by OZAWA	\$250.00 at an agreed price by OZAWA.
(b) 500.00	Sale made by OZAWA	\$ 100.00 by OZAWA
(c) 335.00		\$ 335.00 Not accounted for, theft etc.
\$ 3072.56 as above		

Witnesses: 1. H.D. Campbell, C.A.

Submissions:- As the transactions relating to Personal Property were dealt with by H.D. Campbell, C.A. and as he has reported to the Custodian at great length, reference to the details of the file is made.

In regard to item (a) - \$2237.56
While the Claimant in his evidence page 26, lines 6- 13 inc. re #193739 of original claim says " I did not agree", Campbell says in so many words " OZAWA agrees to sale of shoe stock- \$250.00". No signed agreement by OZAWA is indicated.

In regard to item (b)- \$500.00
while the Claimant in his evidence page 20, lines 26-31 inc. of Transcript states that the sale was made by the Custodian, it appears by letter of July 14, 1942 signed by OZAWA that he says "I have sold the chattels "etc. "to Leong Kai Moo" and that a Bill of Sale was prepared by his lawyer, J.A. MacLennan, dated July 31/42 covering chattels etc. as stated therein-Bill of Sale with Claim file.

In regard to item (c) - \$335.00

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2783
Keisuke OZAWA,
Reg. No. 05996

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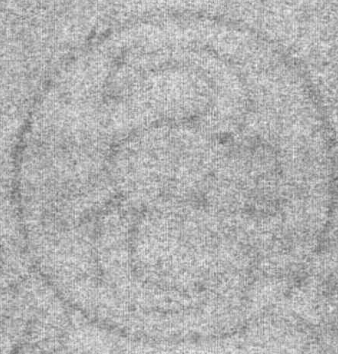
Case #1120

The memo on the revised Analysis of Personal Property indicates in a general way what happened to these Chattels. Vandalism was so rampant there that "Theft" seems to be the answer to what did occur.

HRD/DD.

February 4, 1949

FILED
CHIEF ADJUTANT



File No.
2783
Keisuke OZAWA,
Reg. No. 05996

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Case #1120

<u>Summary of Defense Witnesses</u>	<u>Where Required</u>	<u>Summary of Documents to be filed</u>	<u>Witness Proving Same</u>
D.W. Reeve	Appraiser Realty		
John M. Irvine	Supt. Mortgage Invest. Dept. Confed. Life Assoc. re Realty and Mortgage.		
F.G. Shears	re Realty		
H.D. Campbell C.A.	Representative of Custodian - Realty and Chattels	Analysis of Revised Claim- Realty - Analysis of Revised claim Personal Property- Bill of Sale July 31/42 OZAWA to Yip Chew Git re Rooming House Goods & Chattels etc. Original receipt re Shoe repair Equipment & Tools Aug. 27/42	

BRD/DD.

February 4, 1949.

2783

July 13, 1951.

Messrs. Simpson & Duncan,
Birks Building,
Hamilton, Ontario.

Dear Sirs:

Re: Japanese Property Claims Commission
Case No. 1120

We are in receipt of Release form in connection with
the above case duly signed by Keisuke OKAWA.

As per Mr. Okawa's instructions of July 11th, we
enclose herewith cheque in your favour for \$425.48 covering the
amount of the award.

Kindly acknowledge receipt of this cheque.

Yours truly,

F. G. Shears,
Director.

FOS/ON
Encl.

c.c. Mr. R.J. McMaster.