

5889

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: Koyama Fujikazu → (FRANK)
HOME ADDRESS: PO Box 375 BRECHIN NANAIMO B.C.
REGISTRATION NUMBER 08027 SEX: MALE AGE: 56
OCCUPATION: FISH WHOLESALER

(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: YES
MARRIED? YES
NAME OF WIFE OR HUSBAND: Koyama Taka
ADDRESS OF WIFE OR HUSBAND: PO Box 375 NANAIMO B.C.
NAMES OF ANY LIVING CHILDREN: none

ADDRESS OF CHILDREN:
AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: lots 1 and 2 of Section 1,
Nanaimo District Plan 2952

2. BUILDINGS AND OTHER IMPROVEMENTS: only on part sold - see
item 5 below

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

4. TAXES (Amount and where payable) on part of property retained, not yet known

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Right
to husband in favor of R.H. Osmond for conveying
part of Lot 2, dated February 28th 1942

6. OCCUPANCY AND LEASES (If vacant so state)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: with F.S. Crumpler, Gaines
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: No
9. IF FARM LAND STATE CROPS SOWN: No

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None
2. LANDLORD'S NAME AND ADDRESS:
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:
4. STATE WHEREABOUTS OF LEASE:
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

Approximately \$5800.00 owing by R.H. Amone
on purchase of real property & chattels and
Personal loan of \$500.00 cash to Margo Kashino residing at
2525 Oxford St., Vancouver, B.C.

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

8. BANK ACCOUNTS

~~At Present~~
\$3,000.00 in Bank of Commerce, Vancouver, B.C.

9. LIFE INSURANCE:

NONE

10. INTEREST IN ANY ESTATES OR TRUSTS: _____

11. SAFETY DEPOSIT BOX:

in Royal Bank of Canada, Vancouver, B.C.

LIABILITIES:

1. PERSONAL DEBTS:

NONE

2. TRADE DEBTS:

NONE

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

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

Dated this 25th day of July

1942.

(Signature)

Tijikazu Koyama

M. Sasaki

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE Nov. 9/43.

Id No. 5889.

Name KOYAMA, Fujikazu (Deceased). (otherwise known as Frank KOYAMA).
(Surname in Block Letters)

Registration No. 08027

☒ Male - Female
(Check)

Age July 20, 1886.

Former Address Box 375, Nanaimo, B. C.

Date Evacuated July 15/42.

☒ Naturalized - Canadian-Born - National
(Check)

Present Address Greenwood, B. C.

Died at Greenwood, B. C., on March 4th, 1944.

☒ Married - Single
(Check)

Name of Wife ^{nee} (KATAYAMA), Taka #08025, File 15305.

Name of Husband ---

Name of Mother ^{nee} NISHIHAMA, Tami n/r

Name of Father Tomekichi N/R

Names of Children under 16 None.

Requested by E. C. T.

Registered with Custodian Yes.
(Yes or No)

Additional Information Wholesale Merchant. Owner of house and 6 1/2 acres.

1937 Pontiac Sedan.

KOYAMA, F.

NO (JP) FORM FOR
THIS PARTY

House address
238 Chelsea Street,
Nanaimo District

Inventory of goods found on these premises
tagged with above name

FURNITURE

~~1 High Chair~~ S
S ~~1 Magazine Rack~~
2 Sewing Machines S
3 Mattresses
~~1 Gramophone~~ S
~~1 Chair~~ S

GROCERIES

3 Sacks rice S
2 Tins rice S
1 Tin sugar S
1 Box Noodles S

PERSONAL EFFECTS & UTENSILS

2 Boxes utensils
1 Box clothing
3 Boxes pots & pans
3 Boxes personal effects
2 Bundles bedding
1 Box pans
1 Bundle hats
3 Bundles shrines
1 Box books
1 Tarpaulin
2 umbrellas
1 Bird cage

The above have been tagged and removed to
Japanese Community Hall

E. W. FORWARD

E. W. Forward

NANAIMO, B. C. June 19, 1942.

* See 745

? property of T. Misugata

S: sold by auction - October 18th. 1942

S: sold by auction 22/11/43 Shemaines 1.

AGENT'S REPORT

ON

KOYAMA, F
Formerly owner of a
fishing dock at Brechin

NO "JP" FORM FOR
THIS PARTY

Certain goods were found at 238 Chelsea street
tagged with name of the above party, and have been
removed to Japanese Community Hall.

Appraised value of effects- \$140.00

This party was formerly owner of a fishing dock
and other property on the water front, which was
sold to Robert H. Owmund, of Nanaimo, and presume
you have some record of this transaction.

E. W. FORWARD

NANAIMO, B. C., June 30, 1942.

ASSURED. F. KOYAMA. 238 CHILSRA STREET.

✓ BOX UTENSILS

3 SACKS RICE

TIN RICE

TIN SUGAR

✓ BOX CLOTHING

✓ 3 BOXES POTS & PANS

✓ BOX PERSONAL EFFECTS

✓ 2 BDLs BEDDING

BOX PANS

BOX NOODLES

BDL HATS

2 BDLs SHRINKS

✓ HIGH CHAIR

✓ MAGAZINE RACK.

BOX BOOKS

TARPAULIN

2 SEWING MACHINES)

2 SHRINKS

3 MATTRESSES

2 UMBRELLAS

✓ 2 PERSONAL EFFECTS

✓ BOX UTENSILS

TIN RICE

GRAMOPHONE

CAGE.

Left with WHEELER. now in SCHOOL
CHAIR. HIGH CHAIR. PAIL.

140

REAL PROPERTY SUMMARY

Catalogue No. (Pre-cat.)

File No. 5889.

Name: Fujikazu KOYAMA (Deceased).

Reg. No. 08027.

Address: Brechin, Nanaimo, B. C.

Legal Description: (A) Certificate of Title No. 15637-N) Each covering:
(B) Certificate of Title No. 29599-N)

An undivided half interest in (1) All of Lot 1, (2) Lot 2, except that part thereof included in Plan 584-R, the said excepted part containing 0.12 of an acre, more or less, both of Section 1, NANAIMO DISTRICT, Plan 2952.

Classification: "Wharves, Docks, Floats, Piles, Gangways, etc.".

Registered in the name of: (A) Title #15637-N = FUJIKAZU KOYAMA
(B) Title #29599-N = FUJIKAZU (otherwise known as Fred) KOYAMA.

State of Title: Clear.

Sold to: ROBERT HOWARD ORMOND, JR. (See "Administration" below for particulars).

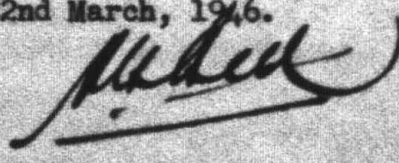
Chattels: See "Administration" below.

Administration: The small parcel of land (0.12 of an acre) excepted from above described property formed part of the sale (Feb. 28/42) for \$8,000.00 by Fujikazu KOYAMA to R. H. Ormond of his Wholesale Fish Business (which included wharves and other equipment). Initial Cash payment (\$2000.00) and first 3 payments under Agreement for Sale were paid to Vendor through his attorney, Frank S. Cunliffe, who paid subsequent instalments in to the Custodian for the credit of his client's account (see Aug. 18/43).

The balance of the property, as described above, was subsequently purchased by R. H. Ormond (to remove a possible stumbling block to a foreshore lease for which he was negotiating). The sale was effected by the owner through his Attorney, Frank S. Cunliffe, Nanaimo, who, with the consent of this office, retained the proceeds (\$2,000.00) until handed over direct to Robert Carruthers, Executor of the Estate of Fujikazu KOYAMA (who died on the 4th March, 1944).

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

22nd March, 1946.



RGB/P.

Ref: 19/5/1944 memo.

Know all Men by these Presents

That I, **FRANK KOYAMA**, also known as **Fujikazu Koyama**, also known as **Fred Koyama**, of **Brechin**, near the City of **Nanaimo**, **British Columbia**,

for divers good causes and considerations, thereunto moving, **HAVE** nominated, constituted and appointed, and by these Presents **DO NOMINATE, CONSTITUTE** and **APPOINT FRANK S. CUNLIFFE** of **Nanaimo, British Columbia, Solicitor**,

MY true and lawful Attorney, for me and in my name and on my behalf and for my sole and exclusive use and benefit, to demand, recover and receive from all and every or any person or persons whomsoever all and every sum or sums of money, goods, chattels, effects and things whatsoever which now is or are, or which shall or may hereafter appear to be due, owing, payable or belonging to me whether for rent or arrears of rent or otherwise in respect of my real estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any Agreement, Mortgage or other Security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any Bond, Note, Bill or Bills of Exchange, balance of Account Current, consignment, contract, decree, judgment, order or execution, or upon any other account.

ALSO to examine, state, settle, liquidate and adjust all or any account or accounts depending between myself and any person or persons whomsoever. **AND** to purchase, sell, sign, draw, make, endorse, accept, discount, transfer, renew, negotiate and in every way deal with any Cheque or Cheques or orders for the payment of money, Bill or Bills of Exchange, or Note or Notes of Hand, promissory notes, deposit receipts, bonds, debentures, coupons, agreements of sale, or other security which shall be requisite. **AND** also in my name to draw upon any Bank or Banks, Individual or Individuals, for any sum or sums of money that is or are or may be to my credit or which I am or may be entitled to receive, and the same to deposit in any Bank or other place, and again at pleasure to draw from time to time as I could do. **AND** upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me for me and in my name and as my act and deed to sign, execute and deliver such good and sufficient receipts, releases and acquittances, certificates, re-conveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite.

AND in case of neglect, refusal or delay or on the part of any person or persons to make and render just, true and full account, payment, delivery and satisfaction in the premises, him, them or any of them thereunto to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distraints and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments, and suits at law or in equity as my said Attorney or Attorneys shall think fit. **ALSO** to appear before all or any judges, Magistrates or other Officers of the Courts of Law or Equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises.

AND ALSO to exercise and execute all Powers of Sale or Foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages now or hereafter belonging to me as Mort-
gagee.

AND ALSO in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, or any other matters that may arise in connection therewith, to submit any such differences and disputes to arbitration or umpirage in such manner as my said Attorney or Attor-
neys shall see fit. **AND** to compound, compromise and accept part in satisfaction for the payment of the whole of any debt or sum of money payable to me, or to grant an extension of time for the payment of the same either with or without taking security, and otherwise to act in respect of the same as to my said Attorney or Attorneys shall appear most expedient.

To purchase, rent, sell, exchange, mortgage, lease, surrender, and in every way deal with real estate, lands and premises and any interest therein now owned by me or hereafter acquired by me, and execute and deliver deeds, mortgages, agreements, leases, assignments, surrenders, and all other instruments.

AND ALSO for me and in my name, or otherwise on my behalf, to take possession of and to lease, let, sell, manage and improve my real estate, lands, messuages, tenements, and hereditaments, whatso-
ever, and wheresoever situated, now owned by me or hereafter acquired by or for me and from time to time to appoint any agent or agents, servant or servants, to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do if personally present.

AND ALSO as and when my said Attorney or Attorneys shall think fit, to sell and absolutely dispose of said real estate, lands and hereditaments, now owned by me or hereafter acquired by or for me, and also such shares, stocks, bonds, mortgages, and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private sale or contract as to my said Attorney or Attorneys shall seem reasonable and expedient; **AND** to grant, remise, release, convey, confirm, assign, transfer, and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; **AND** to permit the same to remain unpaid for whatever time and upon whatever security, real and personal, either com-
pleting the purchased property or not, as my said Attorney or Attorneys shall think safe and proper. **AND ALSO** as and when my said Attorney or Attorneys shall think expedient, to borrow such sums of money for or in relation to any of the purposes or objects herein, upon the security of any of my property, whether real or personal, and for such purposes to give and execute and acknowledge mortgage or mort-
gages, containing the usual statutory covenants and powers of sale on default, with such other powers and provisions as he may think proper, as also such notes, bonds or other securities as it may be necessary and proper to use therewith, and collateral thereto.

AND FURTHER, for me and in my name and as my act and deed to sign, seal, execute, deliver, and acknowledge all such assurances, deeds, covenants, indentures, agreements, assignments, mortgages, releases, and satisfactions of mortgage and other instruments in writing, of whatsoever kind and nature, and generally to deal in and with goods, wares and merchandise, choses in action, and other property in possession or action, and to make, do, and transact all and every kind of business of what nature or kind soever as shall be required, and as my said Attorney or Attorneys shall see fit, for all or any of the purposes aforesaid; **AND** to sign and give receipts and discharges for all or any of the sum or sums of money which shall come into his or their hands by virtue of the powers herein contained, which receipts, releases, or discharges, whether given in my name or in that of my said Attorney or Attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

AND ALSO for me and in my name, or otherwise, or on my behalf, to enter into any agreement or arrangement with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; **AND** generally to act in relation to my estate and effects, real and personal, now or hereafter acquired, as fully and effectually, in all respects, as I could do if personally present.

AND HEREBY GRANT FULL POWER to my said Attorney or Attorneys to substitute and ap-
AND HEREBY GRANT FULL POWER to my said Attorney or Attorneys to substitute and ap-
point one or more Attorney or Attorneys under him or them, with the same or more limited powers,
and such substitute or substitutes at pleasure to remove and others to appoint, I hereby agreeing and
covenanting for my heirs, executors, and administrators, to allow, ratify, and confirm whatsoever my
said Attorney or Attorneys or his or their substitute or substitutes shall do or cause to be done in the
premises by virtue of these Presents, including in such confirmation whatsoever shall be done between
the time of my decease or of the revocation of these Presents, and the time of such decease or revo-
cation becoming known to said Attorney, or such substitute or substitutes.

AS WITNESS my hand and seal this day of March
in the year of our Lord one thousand nine hundred and ~~twenty~~ forty-two

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature of Witness

Occupation

Address

CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

I, Frank S. Cunliffe of Nanaimo , in the
Province of British Columbia, Solicitor , do solemnly declare that:—

1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, on the* day of March
1924, I was of the full age of twenty-one years.

DECLARED before me at Nanaimo
in the Province of British Columbia, this
day of March 1924

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

*(Fill in date of Power of Attorney here)

FOR MAKER (INCLUDING MARRIED WOMAN)

day of March 1924

in the Province of British Columbia

Frank Koyama, also known as Fujikazu Koyama, also known as Fred Koyama

Before me and acknowledged to me that

the maker thereof, and whose name

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

British Columbia, this

day of March

in the year of our Lord, one thousand one hundred and twenty-four

two

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

A Notary Public in and for the Province of British Columbia

A Commissioner for taking affidavits within British Columbia

P. S. CUNLIFFE & CO.,
Barristers, etc.,
Nanaimo, B. C.

Power of Attorney

The Clarke & Stuart Co. Ltd., Law Printers and Stationers
Vancouver, B. C.

FRANK S. CUNLIFFE

—TO—

FRANK KOYAMA, also known as
Fujikazu Koyama, also known
as Fred Koyama

Dated March 1924

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

I,

of

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by

the part thereof, for the purposes named therein.

2. The said instrument was executed at

3. I know the said part, and that

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at

in the Province of British Columbia, this

day of

1924

A Notary Public in and for the Province of British Columbia

A Commissioner for taking affidavits within British Columbia

X

THIS AGREEMENT made this 28th day of February
A.D. 1942

BY AND BETWEEN:

FRED KOYAMA, Fish Dealer,
residing at Breehik, near
the City of Nanaimo, B.C.,

(hereinafter called the VENDOR) OF THE ONE PART,

AND:

ROBERT HOWARD ORMOND JR.,
Fisherman, of Nanaimo, B.C.,

(hereinafter called the PURCHASER) OF THE OTHER PART.

AND:

ROBERT HOWARD ORMOND SR.,

(hereinafter called the GUARANTOR) OF THE THIRD PART.

WITNESSETH:

THE PARTIES HERETO agree and acknowledge to
and with each other that this Agreement is concurrent to,
a part of and the same is hereby incorporated in a certain
Agreement of Sale entered into contemporaneously herewith
by and between the parties hereto and therein being des-
cribed in the same manner as above, and that this Agreement
should be read into and be a part of the said other con-
current Agreement in all respects.

AND WHEREAS the Vendor has agreed to sell
to the Purchaser and the Purchaser has agreed to purchase
of and from the Vendor the lands and premises, goods,
chattels and personal effects more particularly described
in the said concurrent Agreement, together with the lands

and premises described in this Agreement, all for the purchase price mentioned and set forth in the said concurrent Agreement, and payable upon the times and in the manner set forth in said concurrent Agreement.

AND WHEREAS the parties hereto intentionally neglected to include the lands and premises hereinafter described in said concurrent Agreement, for the reason that the title to the same not yet being obtainable and clear, registration of the said concurrent Agreement in the Land Registry Office at Victoria would be held up and delayed.

NOW THIS INDENTURE WITNESSETH, that the lands and premises hereinafter more particularly described are included in the lands and premises agreed to be sold in the said concurrent Agreement and the Vendor has agreed and does hereby agree to sell to the Purchaser for said purchase price, payable in said manner, ALL AND SINGULAR that certain parcel or tract of lands and premises situate, lying and being in the Nanaimo Assessment District and Province of British Columbia and more particularly known and described as that part of Lot Two (2) of Section One (1) Nanaimo District, Plan 2952 which may be described as a parcel of land having as its Southerly boundary the Southerly boundary of said Lot Two (2); having as its Easterly boundary the high-water mark of Exit Channel, being part of the Easterly boundary of said Lot Two (2); having as its Northerly boundary a boundary line which runs parallel to the Southerly boundary and is at all times 75 ft. distant from its said Southerly boundary; and having as its Westerly boundary that part of the Westerly boundary of said Lot Two (2) which lies between the said Northerly

boundary of said Parcel and the Southerly boundary of said Parcel (being the Southerly boundary of said Lot Two and the said Parcel.) / *JA*

THE VENDOR AGREES with the Purchaser as follows:-

1. That the Vendor will forthwith cause the said part of Lot Two (2) to be surveyed by a B.C. Land Surveyor and have the necessary plans and blue prints prepared for registration purposes.
2. That the Vendor will with all expedition endeavor to locate the co-owner of said Lot Two (2), being Minosuke Nakata, and will procure his signature to said plans and blue prints and will thereupon obtain from said Minosuke Nakata a Deed to the said above described part of Lot Two (2) and will register the said Deed in the name of the Vendor and will then execute and deliver up to the Purchaser a document in writing which will effectually incorporate the said part of Lot Two (2) into the said concurrent Agreement so that the Purchaser will be able to register his right to purchase the said part of Lot Two (2).
3. That the Purchaser may at all times have possession of the above described part of Lot Two (2) and that the Vendor will protect the Purchaser against any interference of possession at all times.

IN ORDER to secure performance of the above numbered terms on the part of the Vendor to be performed, the Purchaser may withhold back from the Vendor the sum of \$ 500.00 out of the purchase moneys referred to in the concurrent Agreement and should the Vendor fail to fulfil all of his obligations by this Agreement created then the Purchaser may retain the said sum of money so withheld from the Purchaser and the same shall be forfeited to the Purchaser as ascertained and liquidated damages. AND, MOREOVER,

that upon payment to the Purchaser of the balance of purchase moneys after deducting the said amount of damages, the Vendor covenants, promises and agrees to and with the Purchaser that the Vendor will forthwith on demand convey, transfer, assign and set over to the Purchaser an undivided one-half interest in Lot Two (2) of Section One (1), Nanaimo District, Plan 2952, to enable the Purchaser to demand of Minosuke Nakata a partition and sale of the same with a view to having the Purchaser acquire title to that part of Lot Two (2) above described, and the Vendor will moreover do everything in his power to assist the Purchaser to acquire title to the said part of said Lot Two (2).

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

SIGNED, SEALED AND DELIVERED
in the presence of:

[Signature]
Solicitor for
Nanaimo B.C.

Shigeyasu Nakamura
Fred Nakamura
Robert Howard Osmond Jr.
R. H. Osmond

THIS AGREEMENT made this 28th day of February 1942

BY AND BETWEEN:

FRED KOTAMA, Fish Dealer, residing at
Brechin, near the City of Nanaimo, B.C.,

(hereinafter called the VENDOR)

OF THE ONE PART,

AND:

ROBERT HOWARD ODMOND JR., Fisherman,
of Nanaimo, B.C.,

(hereinafter called the PURCHASER)

OF THE OTHER PART,

AND:

ROBERT HOWARD ODMOND SR.,
of Nanaimo, B.C.,

(hereinafter called the GUARANTOR)

OF THE THIRD PART.

WHEREAS the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments, the business and the goods and chattels and personal effects hereinafter mentioned, that is to say:-

1. All and singular that certain parcel or tract of lands and premises situate, lying and being in Nanaimo Assessment District, in the Province of British Columbia, and more particularly known and described as Parcels "F" (D.D. 15556-N) and "G" (D.D. 15640-N) of Section One (1) NANAIMO DISTRICT, which parcels respectively contain 0.2 of an acre, more or less, and 0.11 of an acre, more or less, save and except and subject only to reservations of minerals in favor of the Western Fuel Corporation of Canada Limited registered under No. 51764-G.

2. The business conducted by the Vendor heretofore and up to the date hereof in, upon and about the said lands and premises in connection with the buying and selling of fish and all of its produce.

3. All of the interest of the Vendor in, upon and against the lands covered with water lying, situate and being in Exit Channel immediately fronting on the above described lands and premises and immediately fronting on Lot Two (2) of Section One (1), Nanaimo District, Plan 2952.

4. All wharves, docks, floats, piles, gangways, sheds, buildings and houses, offices, equipment, lines, chains, blocks, tackle and paraphernalia of the Vendor lying, situate and being in, about and upon the said lands covered with water and the waters over the lands, which without limiting the generality of the foregoing include approximately eight buildings called houses, a garage, a shed, a storage room, a store house, three ice houses and the said wharf approach, gangway and all other structures therein or thereabout belonging to the Vendor.

5. All and singular the goods and chattels and personal effects of the Vendor lying in, about, upon and around all of the hereinbefore described lands and premises, the said lands covered with water and the said waters over said lands, which goods, chattels and personal effects without limiting the generality of the foregoing are in part described and enumerated in the Schedule "A" hereunto annexed, which Schedule "A" is hereby incorporated as part of this document.

TOGETHER with all ^{the Vendor's} the rights, titles, estates, interest, privileges and appurtenances to all the said lands and premises, business, goods, chattels and personal effects

thereto belonging, at or for the purchase price or sum of \$8,000.00 of lawful money of Canada, payable in the manner and on the days and times hereinafter mentioned, that is to say: The sum of \$2,000.00 on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge) and the balance of \$6,000.00 shall become due and payable by eighteen equal consecutive monthly installments of \$333.33, payable on the 1st day of each and every month in each and every year hereafter, PROVIDED that the final installment shall be increased to \$333.39 to make the said total of \$6,000.00, the first of such equal consecutive monthly installments to be made on the 1st day of April A.D. 1942, the said deferred balance of \$6,000.00 not bearing interest.

NOW IT IS HEREBY AGREED by the parties hereto in the manner following, that is to say:

THE PURCHASER doth covenant, promise and agree to and with the Vendor that he will well and truly pay and cause to be paid to the Vendor the said sums of money above mentioned, on the days and times in manner above mentioned; and also shall and will pay and discharge all taxes, rates and assessments wherewith the said lands may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

AND that the Purchaser shall during the continuance of this Agreement and so long as any money remains unpaid hereunder, insure and keep insured against loss and damage by fire, all buildings now on the said lands, or which may be hereafter erected thereon, all buildings on the said lands covered by water and all and singular the aforesaid goods, chattels and personal effects, in the sum

of their full insurable value or in the sum of the balance of purchase price payable hereunder, whichever be the lesser amount, with some Insurance Company to be approved of by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due and will insure the motor-vehicle, referred to in the Schedule, against loss by theft and damage by collision, and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises or any part thereof the amount of such payments shall be added to the amount unpaid hereunder and shall be payable forthwith.

IN CONSIDERATION whereof and on payment of the said sum of money with interest thereon as aforesaid the Vendor doth covenant, promise and agree to and with the Purchaser to convey and assure, or cause to be conveyed and assured to the Purchaser, by a good and sufficient Deed in fee simple, all that the above described parcels of land and premises except the lands covered by water, and to quit claim to the Purchaser all of the Vendor's interest (if any) in said lands covered by water, together with all of the appurtenances thereto to the said lands belonging or appertaining with the said lands (other than the lands covered by water) freed and discharged from all encumbrances save and except reservations of minerals and also save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and all subject to the conditions and reservations in the original Grant thereof from the Crown and ^{such Deed and} such Quit Claim Deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, and the Vendor shall be required to

furnish any abstract of title or proof or evidence of title or any other Deeds, papers or documents or copies of any Deeds, papers or documents relating to the said lands other than the lands covered by water, save and except the Certificate of Title to said Parcels "Y" and "Q", which shall be deposited in the Land Registry Office by the Vendor forthwith.

AND that on the said full payment of the purchase price, the title to the said business, goods and chattels and personal effects and all of the interest of the Vendor in the property referred to in paragraph numbered 4. hereof shall vest in the said Purchaser, but otherwise the title, ownership and right of possession of the same shall remain with the Vendor until after the full and complete payment of the purchase price therefor and the said Vendor will permit the Purchaser to have possession of the same only so long as the Purchaser is not in default of the covenants hereunder and that whatever of said property and every part thereof is out of possession of the Vendor, the same shall at all times while out of his possession be at the risk of the Purchaser and all loss or damage of said property or any part thereof shall be borne by the Purchaser and no such loss or damage shall operate to extinguish or diminish any liability of the Purchaser to meet the payments above required to be made by him.

AND also that the Vendor shall and will suffer and permit the Purchaser to occupy and enjoy all and every of the above described lands and premises, including the lands covered with water, until default be made in the payment of said sum of money or any part thereof, on the days and times and in the manner above mentioned, subject nevertheless to impeachment for voluntary or permissive waste.

6.

AND IT IS EXPRESSLY AGREED that time is to be considered the essence of this Agreement, unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give to the Purchaser thirty days' notice in writing demanding payment thereof, and in case any default shall continue, these presents shall at the expiration of such notice be null and void and of no effect and the Vendor shall have the right to re-enter upon and take possession of the said lands and premises, business, goods and chattels and personal effects, and in such event any amount paid on account of the purchase price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-performance of this Agreement to purchase and pay the price herein agreed upon. And on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises and all his interests in the lands covered by water (if any) and of the business, goods and chattels and personal effects aforesaid and shall be at liberty to enter and take possession of the same without any recourse against the Vendor for any damage done in removing any of the property AND, in the event of a resale, the Purchaser may apply the proceeds of such sale first in payment of all costs and expenses of seizure and of the taking of possession and of the sale thereof and any balance on account of the purchase price still remaining unpaid after the application of the net proceeds of such resale shall become payable by the Purchaser to the Vendor and the Purchaser hereby agrees to pay the same forthwith on demand. And in the event of any surplus on a resale over and above the balance on the purchase price, the Vendor shall not be liable to account for the same nor to pay the same to the Purchaser.

IT SHALL NOT BE ENCUMBRANCE on the Vendor to exercise the aforesaid power of sale and as often as any default shall occur in covenants on the part of the Purchaser the Vendor may have, hold, use, possess and enjoy the said lands and premises, lands covered with water, goods and chattels and personal effects and this contract may at the election of the Vendor be forfeited and determined in the manner aforesaid and all purchase moneys may be retained as liquidated and ascertained damages as aforesaid.

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

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase moneys of the said lands, business, goods, chattels and personal effects, unless this Agreement is rendered null and void as herein provided.

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

"Robert Howard Ormond Jr.,

Nanaimo, B.C."

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

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

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

AND the Guarantor of the Third Part, for divers valuable considerations and for the sum of \$1.00 now paid by the Vendor to the Guarantor, doth hereby for himself, his heirs, executors, administrators and assigns, covenant, promise and agree to and with the Vendor that the Purchaser will at all times pay or cause to be paid to the Vendor the balance of the purchase moneys upon the times and in the manners herein provided and that the Purchaser will observe and

perform or cause to be observed and performed all of the covenants, terms, provisos, stipulations and conditions herein contained on the part of the Purchaser to be fulfilled and observed AND that the Guarantor will at all times indemnify, protect and save harmless the Purchaser from all losses, costs and damages in respect to every matter and thing, every covenant, term, proviso, stipulation and condition agreed to be observed and performed on the part of the Purchaser.

AND that no release or releases of any portion or portions of the purchase price and no indulgence shown by the Vendor to the Purchaser in respect of any default by the Purchaser which may arise under this Agreement and that no extension or extensions granted by the Vendor to the Purchaser for payment of the purchase moneys or for the doing, observing or performing of any covenant, agreement, matter or thing herein contained, shall in any wise modify, alter or vary or in any wise prejudice the Vendor or affect the liability of the Guarantor under this covenant and this covenant shall continue and be binding upon the Guarantor as well after as before default and after as before maturity of the purchase moneys and until the said purchase moneys are fully paid and satisfied:

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

SIGNED, SEALED AND DELIVERED
in the presence of:

C. Henry Gault
Robert Howard
Robert Howard

Fujikazu Koyama

Fred Koyama

Robert Howard

Robert Howard

SCHEDULE "A"

1 1939 Chevrolet Pick-up & ton Delivery truck, Serial No. 9131403483, Motor No. 81993637, B.C. 1942 Licence No. 0M684.

All of the 64 shares of the Vendor in the Packer Boat "Brechin #2", which boat is not at present located at Brechin but is in the possession of the custodian at Vancouver, B.C.

On Float Office

Scales & Sloop.
1 Water Tank.
1 Knife & Steel.
1 Pyrene.

Oil House

4 Oil Measure, liquid, 5 gals.
2- 5 gal. Oil Cans (converted).
1 Quart Measure, liquid.
3 gals.
2 Funnels.
1 Pair Platform Scales.
2 Trucks - push.
1 Skiff ("Brechin").
1-3/4 Bed.
1 Couch
1 Set Scallier Scales (Beam).
1 Single Burner Lamp (gas).

Ice Plant

1 Square Tub
2 Pairs Ice Tonga
1 Nail Puller
1 Set Chain Blocks
2 Fish Hooks
3 Saws
1 Level
3 Bits
1 Pair Beam Scales
1 Pike Pole
1 Pickaxe
1 Hose
4 Bat Hoops
1 Platform Scale
1 Large Pyrene
1 Ice Making Machine & Accessories.

Garage

1 Screw Jack
1 Cross Cut Saw
3 Sloop Shovels
Miscellaneous Rope

JK

SCHEDULE "A" (continued)

Office

1 Burroughs Adding Machine
1 Typewriter
1 Desk
2 Pyrexes.

Store

1 Set Scoop Scales (confectionery)
1-18" Paper Cutter & Holder
Shew cases, counter & shelves

80 Piles.

JK

THIS AGREEMENT made this 24th day of November, A. D. 1942

BETWEEN:

FRED KOYAMA, Fish Dealer, residing at Brechin, near
the City of Nanaimo, B. C., who is also known
as Fujikazu Koyama, and who is also known as
Frank Koyama,

(hereinafter called the VENDOR)

OF THE ONE PART,

AND:

ROBERT HOWARD ORMOND, JR.,
Fisherman, of Nanaimo, B. C.,

(hereinafter called the PURCHASER)

OF THE OTHER PART,

AND:

ROBERT HOWARD ORMOND, SR.,
of Nanaimo, B. C.,

(hereinafter called the GUARANTOR)

OF THE THIRD PART.

WITNESSETH:

WHEREAS by an Agreement of Sale in writing bearing date
the 28th day of February, 1942, entered into by and between the
above-mentioned parties, which Agreement is registered in the Land
Registry Office at Victoria, under No. 102107-G, the above-named
Vendor did agree to sell to the above-named Purchaser the lands and
premises in said Agreement more particularly described for the
purchase price particularly set forth therein.

AND WHEREAS the above-named Guarantor did guarantee the
payment of said purchase moneys as in the said Agreement provided.

AND WHEREAS the lands and premises hereinafter more
particularly described were intended by all parties hereto to be
included in the lands and premises agreed to be sold, and should have
been included in the said Agreement of Sale in writing date the 28th
day of February, 1942.

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree
to and with each other as follows:

1. That the said Agreement of Sale in writing bearing
date the 28th day of February, A. D. 1942, and registered under No.
102107-G as aforesaid be, and the same is hereby amended by inserting
therein as paragraph 6, on page 2 of the

COPY

8/5-889-

Know all Men by these Presents

That I, **TAKA KOYAMA, Widow, Residing at Greenwood, British Columbia**

for divers good causes and considerations me thereunto moving, **HAVE** nominated, constituted and appointed, and by these Presents **DO NOMINATE, CONSTITUTE** and **APPOINT** **FRANK S. CUNLIFFE of Nanaimo, British Columbia, Solicitor**

of

in the Province of

MY true and lawful Attorney, for me and in my name and on my behalf and for my sole and exclusive use and benefit, to demand, recover and receive from all and every or any person or persons, company or companies whomsoever all and every sum or sums of money, goods, chattels, effects and things whatsoever which now is or are, or which shall or may hereafter appear to be due, owing, payable or belonging to me whether for rent or arrears of rent or otherwise in respect of my real estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any Agreement, Mortgage or other Security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any Bond, Note, Bill or Bills of Exchange, balance of Account Current, consignments, contract, decree, judgment, order or execution, or upon any other account.

ALSO to examine, state, settle, liquidate and adjust all or any account or accounts depending between myself and any person or persons, company or companies whomsoever. **AND** to purchase, sell, sign, draw, make, endorse, accept, discount, transfer, renew, negotiate and in every way deal with any Cheque or Cheques or orders for the payment of money, Bill or Bills of Exchange, or Note or Notes of Hand, promissory notes, deposit receipts, bonds, debentures, coupons, agreements of sale, or other security which shall be requisite. **AND** also in my name to draw upon any Bank or Banks, Individual or Individuals, for any sum or sums of money that is or are or may be to my credit or which I am or may be entitled to receive, and the same to deposit in any Bank or other place, and again at pleasure to draw from time to time as I could do. **AND** upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me for me and in my name and as my act and deed to sign, execute and deliver such good and sufficient receipts, releases, discharges and acquittances, certificates, re-conveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite, and which receipt, releases and discharges shall exempt the persons paying such moneys, from all responsibility of seeing to the application thereof.

AND HEREBY GRANT FULL POWER to my said Attorney or Attorneys to substitute and appoint one or more Attorney or Attorneys under him or them, with the same or more limited powers, and such substitute or substitutes at pleasure to remove and others to appoint, I hereby agreeing and covenanting for my heirs, executors, and administrators, to allow, ratify, and confirm whatsoever my said Attorney or Attorneys or his or their substitute or substitutes shall do or cause to be done in the premises by virtue of these Presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these Presents, and the time of such decease or revocation becoming known to said Attorney, or such substitute or substitutes. And also to have the like powers to act for me in my capacity as Administratrix or Executrix of the estate of my late husband, Frank Koyama, and to do all such things on my behalf in connection with the estate of my said late husband as I could do if personally present.

AS WITNESS my hand and seal this 12th day of April
in the year of our Lord one thousand nine hundred and forty-four

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness "G. A. Ishiwara"
Address Greenwood, B. C.
Occupation Dentist

(Signed) "Taka Koyama" (Seal)

CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

I, FRANK S. CUNLIFFE of Nanaimo, in the
Province of British Columbia, Solicitor, do solemnly declare that:--

1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, on the 12th day of April 1944, I was of the full age of twenty-one years.

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

DECLARED before me at Nanaimo

in the Province of British Columbia, this 14th
day of April 1944

(Signed) "F. S. Cunliffe"

?? (Signed)

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

*(Fill in date of Power of Attorney here)

✓

GENERAL SUMMARY

File 5889.

Fujikazu KOYAMA (Deceased).

Reg. No. 08027.

This 56-year old Fish Wholesaler, a Naturalized Canadian, from Nanaimo, signed a Custodian "JP" declaration form on the 25th July, 1942. He was evacuated on the 15th July, 1942. He died at Greenwood, B. C., on the 4th March, 1944.

His wife, Taka, File 15305, signed a Custodian "JP" declaration form on the 18th October, 1943. She was evacuated on the 15th July, 1942, and was repatriated to Japan, per S.S. "Marine Falcon", on the 2nd October, 1946.

The following is a summary of the contents of this file as disclosed by a review made today.

Real Property: See Real Property Summary dated Mar. 22/46, for particulars of Nanaimo property sold (for \$2,000.00) through owner's attorney, Frank S. Cunliffe, to complete the pre-evacuation sale of Fujikazu KOYAMA'S wholesale fish business.

Personal Property: No chattels were declared by this evacuee and those unaccounted for in Agent's inventory included in Chattels Schedule, dated Feb. 20/47, are believed to have been shipped to, or sold for account of, the evacuee subsequently found to be the real owner.

Specified Articles: See Fishing Vessels Summary, dated Feb. 2/44, for particulars of F.V. "Brechin II" (sold for \$500.00 to R. H. Ormond) and "Kathleen" (sold for \$1100.00 to B. C. Packers Ltd.).

Accounts Receivable: Balance (\$5700.00) of sale price (\$8,000.00) of Wholesale Fish Business was collected through Evacuee's attorney, Frank S. Cunliffe, Nanaimo, and credited to this account (see May 19/44).

A claim of \$500.00 was filed (15th and 27th January, 1943) against Namo KASHINO (File 11791), for Cash advanced to him personally. This money was used by Debtor for his Green Cove Saltery business, and is carried in that Company's books (see Memorandum dated Nov. 21/46 on File 11791). Green Cove Salteries' records are still in the hands of the Liquidator, Frederick Field, whose office today (Feb. 18/47) confirms the whole amount of this debt to be still outstanding.

A sum of \$41.13 found in the books of the Nanaimo Shipyards Ltd. (in liquidation) to be due to F. Koyama is being made available to his Estate.

Bonds, Shares, etc.: None.

Bank Accounts: A balance of \$3,000.00 declared to be in an account with the Canadian Bank of Commerce, Greenwood, was not disturbed by this office.

Life Insurance: None.

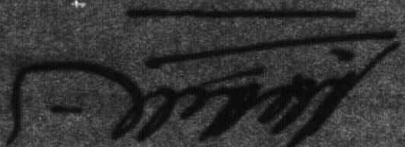
(Over)

Liabilities: See Liabilities Summary, dated Feb. 20/47, for particulars of 3 claims paid and 1 referred to principals for action, if any.

Funds: The balance of \$2,535.12 standing at the credit of this account on Mar. 22/46, was on that date turned over to Mr. Robert Gertzel, Executor of the Estate of PULIKESHU KOVAM, Deceased, who died on the 4th March, 1944.

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

20th February, 1947.



RM/P.

MEMORANDUM

ENEMY SECTION	
Rec'd	MAY 20 1944
File No.	
Ans'd	
Refer'd	

File No. 5889.

TO: Mr. K. W. Wright.

FROM: Mr. R. G. Ball.

May 19th, 1944.

Re: Fujikazu (Fred) KOYAMA - Reg. No. 08027.

The following is a brief summary of the transaction discussed with you this morning.

Under date of 28/2/1942 the above Fish Wholesaler of Nanaimo sold to R. H. Ormond (Sr. and Jr.):

- (1) That part of his Real Property on which his business was conducted.
- (2) His Wholesale Fish Business.
- (3) His "interest in, upon and against the lands covered with water" fronting on his above-mentioned Real Property.
- (4) "All wharves, docks, floats, piles, gangways, sheds, buildings and houses, offices, equipment, lines, chains, blocks, tackle and paraphernalia of the Vendor lying, situate and being in, about and upon the said lands covered with water and the waters over the lands, which without limiting the generality of the foregoing include approximately eight buildings called houses, a garage, a shed, a storage room, a store house, three ice houses and the said wharf approach, gangway and all other structures therein or thereabout belonging to the Vendor."
- (5) "All and singular the goods and chattels and personal effects of the Vendor lying in, about, upon and around all of the hereinbefore described lands and premises, the said lands covered with water and the said waters over said lands, which goods, chattels and personal effects without limiting the generality of the foregoing are in part described and enumerated in the Schedule "A" hereunto annexed, which Schedule "A" is hereby incorporated as part of this document."

The consideration agreed on was \$8000.00 for Land, Buildings and Equipment, and \$1,285.00 for Stock-in-Trade, of which \$3,000.05 and \$585.05 respectively were paid direct to the Vendor, the balance being paid, in instalments, to this office (see letter of 18/8/1943 from Frank S. Cunliffe & Co.).

May 19th, 1944.

The Purchaser, Robert H. Ormond, applied for a Foreshore Lease, this application resulting in the foreshore being surveyed (apparently for the first time), and the desired Lease being duly drawn up for an area of 2.02 acres, now known as Lot 193. However, actual signing and delivery of the Lease to Mr. R. H. Ormond has been held up by the claim of the Superintendent of Lands to ownership of the Improvements (which he values at \$3000.00) situated in the area covered by the proposed lease.

In the hope of expediting the granting of the Foreshore Lease Mr. R. H. Ormond decided to purchase the balance of Mr. Koyama's (upland) Real Property, and following negotiations with the owner through his Attorney, Mr. Frank S. Cunliffe, Mr. Ormond deposited with the latter the full amount of the agreed purchase price (\$2000.00). Mr. Cunliffe still holds the money involved in this supplementary transaction, left uncompleted by the sudden death (on the 4th March) of Mr. Koyama. Mr. Koyama left a Will and I am today asking Mr. Cunliffe for a report on progress of probate proceedings. The widow has since appointed Mr. Cunliffe her Attorney.

The settlement of the question raised by the Superintendent of Lands has become pressing for two reasons: (1) The attached letter, just received, asks for an accounting of the proceeds of the sale which included the Improvements claimed by the Department of Lands, and (2) The re-sale by Mr. Ormond of everything included in his purchase is held up by the non-receipt of the Foreshore Lease.

The attached extract of Fujikazu KOYAMA'S account shows the disposition made of funds as well as the balance on hand today (\$2601.47).



RGB/P.
Attach.

<u>Ref.:</u>	12/11/1943	— letter from Superintendent of Lands			
	8/12/1943	"	to	"	"
	11/12/1943	"	from	"	"
	12/1/1944	"	from	"	"
	15/1/1944	"	to	"	"
	3/3/1944	"	to	"	"
	8/3/1944	"	from	"	"
	18/4/1944	"	from	"	"
	19/4/1944	"	to	"	"
	22/4/1944	"	from F. S. Cunliffe & Co.		

June 18, 1946.

To: File 5889

Re: Fujikazu KOYAMA, Reg. No. 08027

The goods shown on the inventory dated June 19, 1942, were found at 238 Chelsea Street.

It has not been established that these were the property of Fujikazu KOYAMA. Some of the goods appear to be the property of T. MIZUASU, File 745, and the 2 sewing machines and the foodstuffs according to inventory received from Mr. J. W. James, were transferred to MIZUASU. It is possible that some of these effects may be the property of other persons.

The chattels stored with Mrs. W. John have no connection with the chattels listed on the inventory. The goods in the care of Mrs. John were not inventoried by Custodian agent at Nanaimo.

It is noted that Fujikazu KOYAMA declared no chattels.

G. Macdonald

Mr. James was not able to throw any light on the disposition of the inventoried chattels beyond the fact that he thought these might have been shipped to someone whose ownership of these had been established, or else had been sold and credited to the account of someone whose ownership had been established.

J.W.

Please note:

Note: Loose papers representing J.W. James' records transferred to back of "J.P. Form".

Copy for File 5889

File 15305

February 10th, 1947

MEMORANDUM

TO: MR. R. G. BELL

FROM: B. GOOD

S. Homma of Greenwood, B. C. called at this office on Saturday, 8th February with reference to the affairs of his aunt, Mrs. T. Koyama, File 15305, (Repat).

He enquired about an amount of \$41.13 owing by Nanaimo Shipyards Ltd. (Int. 119) to the deceased husband of Mrs. T. Koyama. Said P. S. Ross & Sons informed him that this amount had been paid by them to Custodian's Office in May, 1946.

On looking up the account of Nanaimo Shipyards Ltd. I find this amount lying in abeyance pending clarification of ownership as P. S. Ross & Sons handed it to us for credit of F. Koyama Company.

Will you please take the matter up with P. S. Ross & Sons and if ok transfer it to Mrs. Koyama's account.

Homma claims to hold Power of Attorney for his aunt, Mrs. Koyama, and I believe he showed me this when I was at Greenwood last fall and interviewed both Homma and Mrs. Koyama. In any event he is sending down to us, as soon as he arrives back at Greenwood from this trip, an affidavit that he holds this P/A, and will request us to send cheque to him for the amount of \$41.13 for credit of Mrs. Koyama.

Homma says P. S. Ross & Sons downstairs have all evidence and particulars of the amount claimed being the property of F. Koyama personal account.

BG:BR



MEMORANDUM

File No. 15705.

TO: Mr. E. Good.

FROM: Mr. R. G. Bell.

February 10th, 1937.

Re: Fujikawa KUYAMA (Deceased).

The subject of your Memorandum of today has been discussed with Mr. Frederick Field of F. S. Ross & Sons, who advises that:

He has no information other than the records of Hannine Shigwards Ltd., which showed the sum of \$41.13 as payable to "F. Koyama Company".

This designation is not that of a Limited Company, nor necessarily that of a registered Company at all.

Being a natural designation for the large business conducted by Fujikawa KUYAMA in his personal capacity Mr. Field expressed the opinion that there need be no objection to the payment of the money to the Estate of the late Fujikawa KUYAMA.

We do not appear to have any recent information on the progress of the administration of the Fujikawa KUYAMA Estate and the Executor, Robert Carruthers, is being asked for this information as a necessary preliminary to the transfer of the \$41.13.

RBG/7.

Shaw, KOTAMA, Fred

File: 5859

Box: 08027.

GOODS REMOVED TO COMMUNITY HALL FROM 238 CHELSEA
STREET, MANAIMO DISTRICT

Furniture:

- 1 High Chair
- 1 Magazine Rack
- 2 Sewing Machines
- 3 Mattresses
- 1 Gramophone

Personal Effects & Utensils

- 2 Boxes Utensils
- 1 Box Clothing
- 3 Boxes Pots & Pans
- 3 Boxes Personal Effects
- 2 Bundles bedding
- 1 Box pans
- 1 Bundle hats
- 3 Bundles shrimps
- 1 Box books
- 1 Tarpaulin
- 2 Umbrellas
- 1 Bird Cage

Groceries

- 3 Sacks Rice
- 2 Tins Rice
- 1 Tin sugar
- 1 Box noodles

NAME KOYAMA, Fujikazu

REGISTRATION NO. 08027

FILE NO. 5889

The following chattels were sold by public
auction at Nanaimo, B.C. on October 18th, 1943.

High Chair
Gramophone
Chair

\$ 0.75
3.00
0.50

Total:

(Auctioneer's Fee: \$ 0.42

\$ 4.25

Less Expenses:

(Advertising: 0.03

\$ 0.73

(Moving: 0.28

Net Proceeds Credited:

\$ 3.52

Members of Custodian Staff Present. Mr. R.M. Anderson.

Extracted from Auctioneering list No. Darwin 1

Remarks.

NAME KOTAMA, Fujikazu

REGISTRATION NO. 08027

FILE NO. 5889

The following chattels were sold by public
auction at Nanaimo, B. C. on Nov. 22, 1943 - April 5, 1944

Magazine Rack

\$ 0.25

2

Total

\$ 0.25

Less Expenses: (Auctioneer's Fee: \$0.02
(Advertising: 0.01
(Moving: 0.02

\$ 0.05

Net Proceeds Credited:

\$ 0.20

Members of Custodian Staff Present. Mr. R. M. Anderson

Extracted from Auctioneering list No. Chemsinus 1

Remarks.

CHATELS SCHEDULE

File 5889.

Fujikazu KOYAMA (Deceased)

Reg. No. 08027.

"JP" Form (July 25/42):

Shipped

Sold

Stored

Remarks

No chattels declared.

Inventory by Custodian Agent
E. W. Forward (June 19/42):

(1) High chair		18/10/43	
(2) Magazine rack		22/11/43	
(3) Sewing machines (2)	(A)		
(4) Mattresses (3)			
(5) Gramophone		18/10/43	
(6) Rice (3 sacks)	(A)		
(7) Rice (2 tins)			
(8) Sugar (1 tin)	(A)		
(9) Noodles (1 box)	(A)		
(10) Utensils (2 boxes)			
(11) Clothing (1 box)			
(12) Pots and Pans (3 boxes)			
(13) Personal Effects			
(14) Bedding (2 bds.)			
(15) Pans (1 box)			
(16) Hats (1 bdle.)			
(17) Shrimps (3 bds.)			
(18) Books (1 box)			
(19) Tarpaulin			
(20) Umbrellas (2)			
(21) Bird Cage			

Moved from 238
Chelsea Street,
to Community Hall
(Nov. 4/42).

Letter from F. S. Cunliffe
& Company (June 13/45):

(22) Effects (23 boxes)	(B)
(23) Effects (2 baskets)	(B)

) Left with friend, Mrs. W.
) John, Townside Rd., Nanaimo.

E. & O. E.
20th FEBRUARY, 1947.

RGB/P.

NOTES: (A) - Declared by, and carried in file of, Tsuneyiro MIZUYABU, Reg. #07896,
File 745.

(B) - F. S. Cunliffe & Co. advised (June 18/45) that Custodian had no objection
to shipment of these goods to Mrs. Koyama provided Executor issues the
instructions.

(Over)

Fred Kovacs Brechin.

Inventory of Grocery Store Stock, March 24/42.

27 Purex Toilet Paper	4 doz & 5 small Pacific milk
12 Ka-De ditto	2 doz & 3 small Carnation milk
4 pancake waffle flour	1 small tin Nestles
11 Hercules cloths/pins	15 K-D Salmon halves
4 lantern globes	4 Burns Chicken Fricassee
3 Lux large (9)	2 York Lunch tongue
12 Reckits Bluing	15 Hadlund's Meat loaf
12 Rinso	15 Armour's Vienna sausage
8 Jif	7 Frem Prok specialty
4 Silver Gloss starch	5 Libbey's White Onion Pickle
2 lbs Malkin Tea	5 Chateau Cheese 1/2 lb.
2 lbs Nabob Coffee	31 Sandwich Spread
2 tins Malkins coffee 1 lb.	12 Libby's soup
1 lb Nabob Coffee	8 Nabob Food colors
3 1/2 lb Neilsens cocoa	55 Jelly Powders
2 Malkins Best Baking Powder 12oz	258 Fairy Soap
6 Nabob Baking Powder 12 oz	6 tins Royal Crown Lye
3 Nabob red pitted cherries	7 Homebush stove polish
1 Nabob Fruit cocktail 16 oz	3 Bon Ami
4 Aylmer peaches 25 oz	59 Royal Crown soap
14 Lynn Valley peaches 15oz	48 Ivory soap
2 Eudora Red plums	24 large Ivory soap
15 Pineapple 16oz	2 Klondike soap long bars
6 Corn flakes	7 Arm & Hammer washing soda
3 Cooking corn starch	30 Sapolie
8 Windsor salt	7 boxes toothpicks
2 G & B Curry Powder	3 jars olives small
1 Coleman's Mustard 1/4 lb	6 Nabob marmalade 2 lbs
1 Fry Cocoa 1/2 lb	4 Halley's sweet pickles
6 Borden's malted milk 1 lb tins	8 bottles catsup 25 oz
10 peas 16 oz	1 vinegar 12 oz
4 peas	1 Halley's breakfast syrup 24oz
3 spaghetti tins	7 sealtight jar rubbers
9 Royal beans	1 4 lb tin salad oil
5 tomatoes	1 1 lb tin ditto
14 corn	25 gran sugar 2 lbs
2 large 28oz tomatoes	8 5 lb sugar
3 orange marmalade (small)	7 2 lb icing sugar
3 strawberry Jam large	46 Armour corn beef
2 Squirrel nut crunch	15 32 oz strawberry jam (in jars)
5 peanut butter	1 50 lb sugar
1 Invincible 'Spread'	1 10 lb pastry flour
2 jars marmalade small	34 cans peas 16 oz size 5
2 ditto	24 tomatoes
5 jars strawberry jam small	17 Bartlett Pears 16 oz
1 jar Danson jam small	19 tomato soup Libbey
2 gooseberry jam small	25 Nabob kumkum soup veg.
4 rice puffs	14 rice puffs
2 2 1/2 pt tins Golden syrup	58 Pearl soap
1 10 lb ditto	25 packs Eddys Redbird matches
1 doz 1 lb tins Crisco	36 packs of 1 doz small matches
	24 2 oz Tomato catsup

Fred Koyama, Brechin

Grocery store stock

8 7 lb bags salt Windsor
 24 28 oz tomatoes Nabob
 18 28 oz tomatoes Malkin
 5 cases 6oz Pacific milk
 48 small tins Carnation
 65 K-D pink halves salmon
 6 10 lb sacks sugar
 8 22 oz black currant jam
 24 Jiffy ready dinner +
 8 75 watt light globes Made
 4 60 watt ditto

Confections

6 lbs Willard's candy
 3 lbs raisins in jar
 4 Choclets
 17 Cherry cluster
 4 30mm pineapple cake
 32 candy bars
 12 lemonade powders
 61 1c Choclets
 3 cards barrettes 85¢ a card

Drugs

5 peroxide
 3 Vaseline small
 5 Brilliantine
 4 mentholatum large
 6 ditto small
 10 boxes asperin
 6 adhesive tape
 5 hair combs
 12 tooth brushes
 5 bottles Iodine Liver salts

Paints

5 cans 5lb Red Line cup grease
 1 can 1 lb ditto lubricating " 14¢
 11 cans Kingfisher enamel for boats
 3 half gal. Mr. Rhino Enamel
 3 1 pint ditto
 2 Marine paint half gal.
 2 1 qt cans ditto
 22 1 qt marine paint
 3 half pints
 3 quarter pints ditto

Tobacco etc

5 boxes Zig-Zag cigarette tubes
 24 tubes lighter flints (Amer)
 2 1 lb tins tobacco 70¢
 1 ditto 75¢
 4 ditto 80¢

11 Big Ben chewing tob. 15¢ each
 10 Dixie smoking plugs 20¢

2 1/2 doz 10¢ packets tobacco
 2 boxes cig. papers
 1 doz House of Lords cigars
 20 Trump cigars

7 cigarette holders
 11 packages matches
 3 pipes 25¢

32 25¢ packets cigs.
 1 doz packets auto strip blades

116 5¢ pencils
 100 fly catchers
 2 1/2 doz erasers
 8 bottles ink 15¢
 3 ditto 10¢
 3 25¢ writing pads
 8 10¢ ditto

12 packets envelopes
 63 scribblers

400 lbs lead ingots

5 prs hip boots
 3 prs rubber boots

9 bundles caulking cotton 1 lb each
 17 prs socks.

5 prs running shoes rubber
 1 36 slicker
 1 38 slicker

22 prs Japanese sandals.
 insole thick felt

Fred Kovama, Brechin

Store Stock

<u>Wire Wiltabrite</u>			<u>21 1/2 lb sinkers</u>		
1 box No 8	4.00		2 aprons yellow		1.90
2 rolls No.10	1.73		7 Keystone long brush		2.36
1 roll No.11	.86		6 round brush		2.77
1 roll No. 12	.80		14 1/2" sinkers		.49
<u>Knives</u>			9 1 lb. minkar		.65
1 doz Salinger	5.95		10 3 lb		2.18
3 Hampshire	2.45		19 4 lb		5.51
4 Wilson 8"	3.05		4 big, 3 small pikepole		4.12
1 doz " 5 1/2"	2.45		1 pr car locks		.53
2 doz " 5 1/2"	.80		7 net thread 6ply #50		19.25
<u>Hard L Cotton Twine</u>			2 boxes & 2 files No.7		5.55
19 lbs size 84	9.12		1 lantern globe		.44
7 lbs size 72	3.36		1 set Attwater Kent		1.72
2 1/2 soft laid 12	1.13		5 spark plugs		3.20
1 lb green 60	.54		<u>Demagol</u>		
<u>Gaff Hooks</u>			No.33 6 spoels		9.07
20 size 3	1.86		No.30 8		13.12
<u>Swivels</u>			No.27 7		9.65
1 box size 3/0	3.50		No.24 3		3.75
1 box heavy duty 5/0	5.50		No.12 3		3.05
3 Gross Brass Barrel	7.80		21 Kingfisher 4		2.68
3 ditto 2/0	5.70		<u>Spoons</u>		
2 1/2 1/0	3.75		12 silver super diamond #7		4.70
9 1/2 doz 6/0	4.40		5 bronze #7		1.96
11 doz 5/0	3.30		8 bronze #6		2.87
1 1/3 doz 4/0	.33		2 boxes Brass No.5		6.50
1 1/2 gross 2/0	4.75		3 " Wender #5 1/2		1.17
3 doz 2/0	.48		8 Makemite #5		1.66
<u>Rings</u>			18 Bronze-silver spinner Gibb #5		2.70
1 gross No.11	3.39		4 egg wobblers No.2		.88
1 gr 10	2.74		1/2 doz Gibb-Davis No.3		1.65
1 1/2 gr 10	4.11		<u>Gut</u>		
3 full box & 3 doz (9)	8.91		No.1 118 green (75)		64.90
5 ditto & 6 doz (8)	9.63		No.2 109 green (70)		54.00
3 ditto & 8 doz (7)	6.49		No.3 250 small (20)		37.50
13 big & 3 small			30 ditto 3 flashlights		2.58
swivel snaps	1.37		18 flashlight bulbs 2.4v		2.88
2 doz Midget spreader			60 Gut white (25¢)		10.80
bars	.67		1 doz Dyola		.85
3 No.6 Brasso	.51		2 oil cans & 3 caps		1.40
14 size 3 ditto	1.40		5 prs gloves rubber (60¢)		2.35
6 Cow bells No.41	1.70		galv.wire		2.19
6 Mazda 25w 6v	2.40		galv. nails 20 lbs		2.00
10 Mazda 15w 6v	4.00		wire nails 118 lbs 7¢		8.26

Fred Koyama, Brechin

Store Stock

4

Books

100 Mustad	(4)	1.80
100 Harrison	(5)	2.05
100 Pacific	9/0	5.50
80 Mustad	(3)	1.32
81 Mustad	(4)	1.44
100 Mustad	(6)	1.95
40 Pacific	5/0	.62
56 Pacific	(5)	.83
78 Pacific	3/0	1.25
70 Mustad	4	1.25
48 Pacific	7/0	1.07
40 Harrison	6/0	.90
150 Arthur James	9/0	1.80
90 Harrison	8/0	3.06
40 Arthur James	8/0	.48
230 Pacific	8/0	8.05
340 Harrison	No. 7	8.84

\$830.15, totalled by adding machine

Inventoried priced and accepted by both parties as above. \$830.15.
March 27/42

R. Howard Diamond Jr.
F. Koyama
W. Fujikazu Koyama

Dining room set, bed room set, floor covering, curtains	\$175.00
Kitchen range	55.00
Cabinet heater	25.00
Kitchen drop table and cabinet	8.00
bedroom dresser	5.00

Furniture listed and sold at
to which is added the following:

Frigidaire	25.00
Camp cot	4.00
Heater and sofa	10.00
10 chairs	5.00

Gasoline, lub. oil and coal oil

Accepted by both parties

R. Howard Diamond Jr.
F. Koyama
W. Fujikazu Koyama

\$175.00
55.00
25.00
8.00
5.00
\$268.00
25.00
4.00
10.00
5.00
\$312.00
142.90
\$454.90
830.15
\$1285.05

LIABILITIES SUMMARY

File 5889.

Fujikazu KOYAMA, Deceased (Mar. 4/44).

Reg. No. 08027.

- \$ 94.40 C. M. Reynolds, Nanaimo. (Legal fees as per Statutory Declaration, dated Apr. 30/42). Debtor's attorney (F. S. Cunliffe & Co.) advised (Jan. 30/43) that this account had been paid "some months" earlier.
- \$ 45.50 The Workmen's Compensation Board, Vancouver. (Statutory Declaration, dated May 1/42). Claimant advised receipt of payment (Aug. 31/42).
- \$ 3.00 Union Oil Company of Canada. (Statement Dec. 16/42). Claimant advised (Jan. 26/43) having received payment.
- \$642.00 C. A. Howe, Vancouver. (Letter of Dec. 17/42 and Statement of Feb. 10/43). Rejected by Koyama and claimant advised (Apr. 21/43) that Custodian would take no further action. (See Jan. 15/43, Mar. 1/43, Mar. 15/43 & Apr. 21/43).

There are no other claims recorded in this file.

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

20th February, 1947.



RGB/P.

REG
NO.

06027

NAME

KOYAMA, Fred

FILE
NO.

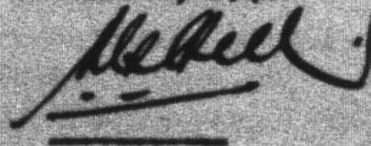
5889 ✓

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Milwaukee Mechanics Insurance Co.	<i>Sold - Applicable note completed 24/3/43.</i> 15255	24,000.	March	3	1945	Water Front on east side Brechin Rd, adjoining city of Nanaimo, B.C.
Canadian Surety Company	<i>Renewal life to Executor of the</i> 50286 <i>Will (Mar. 27, 1946).</i>	8500.00	March	30	1946	Campbell & Fraser Sts. Nanaimo, B. C.

NO OUTSTANDING CUSTODIAN INTEREST.

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

22nd March, 1946.



RGB/P.

✓

SUMMARY TAKEN FROM VESSELS RECORDS

Date: February 4, 1944

Name: KOYAMA, Fujikazu

Reg. No. 08027 File: 5889

Boat File No.: JFVDC 782

Name of Vessel: "Kathleen" Nan.443,36'6"x8'6"x3'6"(1928) Vivian 25 BHP

Lic. or Reg. No.: NANAIMO 443

Naval No.: V.016-C

Owner's Valuation: \$1,700.00

JFVDC Valuation: \$1,093.00 Survey 540 New Westminster

Custodian Valuation: None

Date of Sale: September 28, 1942

Purchaser: British Columbia Packers Ltd.

Signature on Sales Papers: F. Koyama

Selling Price: \$1,100.00

Paid to JFVDC ~~\$1,093.00~~: \$1,100.00

Supervision Costs: \$16.00

Balance due Owner: \$1,084.00

Paid to: S. Koyama, on instructions of Fujikazu Koyama,
on September 15, 1942. (See below)

Location of Boat at Sale: New Westminster

Claims Against Canadian Govt.: Claim #471 (Missing Inventory) payable to
B. C. Packers Ltd. - \$83.35 (Paid)

Additional Information: Susumu KOYAMA was said to be the actual owner
of this boat. Fujikazu KOYAMA was licensed owner.

*Reviewed
12/17/42
JW*

J. Matheson

SUMMARY TAKEN FROM VESSELS RECORDS

Date: February 4, 1944

Name: KOYAMA, Fujikazu

Reg. No. 08027

File: 5889

Boat File No.: JFVDC 89

Name of Vessel: "Brechin II" 33'x8'x3.6' (1926) Vivian 15 HP (1929)

Lic. or Reg. No.: NANAIMO 426

Naval No.: V.016-L

Owner's Valuation: \$1,100.00

JFVDC Valuation: None

Custodian Valuation: None

Date of Sale: March 11, 1942

Purchaser: Robert Howard ORMOND

Signature on Sales Papers: No copy on file

Selling Price: \$500.00

Paid to JFVDC on ~~Condition~~: \$500.00

Supervision Costs: \$7.50

Balance due Owner: \$492.50

Paid to: ~~Henry~~ F. S. Cunliffe, Att'y, Sept. 21, 1942

Location of Boat at Sale: New Westminster

Claims Against Canadian Govt.:

Claim 46- Missing Inventory, payable to R.H.Ormond, Jr.-\$41.25 (Paid)

Additional Information:

Ormond purchased business of Koyama in Nanaimo. Subjects of the sale were 2 parcels of land at Brechin and all of the buildings on the land covered with water, together with a motor-vehicle and the gas-boat "Brechin #2", for the total sum of \$8,000.00.

Reviewed
Dec 17/43
Jm
J. M. Jackson

CLAIM

November 20, 1944

FILE: 5889

CREDITOR: Fujikazu KOYAMA, 08027

DEBTOR: Canadian Government

AMOUNT: \$10.35

Expenses incurred in connection with the seizure and
removal from the Nanaimo Area to the Fraser River of
the M/V "Brechin".

Fin

W. F. Royah
P.O. Box 123, Nanaimo, B.C.
March 24/42.

C. Grant MacNeil,
Sec'y, B.C. Security Commission,
1130 Marine Bldg, Vancouver, B.C.

Dear Mr. MacNeil,-

Thank you for your letter of the 18th inst.

I am enclosing herewith a letter with accompanying enclosure which is self explanatory. We could find no local representative of the Custodian here and do not know where to get in touch with him in Vancouver. Possibly the Custodian is in your building or the matter comes under your supervision.

Would appreciate it if you would kindly do the necessary. As Koyama's post office box has been taken over by Ormond any reply will reach him if addressed care of mine, as above.

Thanking you, I am,

Sincerely yours,

W. F. Royah

F. KOYAMA & CO.

WHOLESALE OF SEA PRODUCTS

P. O. BOX ¹²⁵~~132~~

NANAIMO, B. C., March 24th, 1942

Custodian Alien Property
Vancouver, B.C.

Dear Sir,-

As time is getting so short and I may be ordered away from here at any moment and my business here has not yet been closed up my banker and friends advise that I request you as Custodian to look after my affairs. It is mostly a matter of seeing that money due me is paid into my bank account.

The facts are these: Feb. 28/42 an agreement was drawn from me to Mr. R. Ormond covering my dock, buildings and fishing business, as shown by the agreement herewith enclosed which was executed March 2. Mr. Ormond went into possession immediately, that is, a month ago. Not a cent of money has yet been paid me. Therefore I would be glad if you would see that all moneys due under this agreement are paid into the Royal Bank of Canada, Nanaimo, with the manager of which I have discussed and arranged for this.

Mr. Ormond came to me direct and made the offer of \$8,000. so there are no commissions to be paid anyone. As I am informed by the local Chief of Police that you are reviewing the matter of consideration paid Japanese for their motor cars I take it you may desire to do the same regarding other Japanese possessions, such as the property herein involved. You might wish also to pass on the clause providing for no interest to be paid on deferred payments.

I realize the usual thing is to strike a valuation based upon an inventory but I felt at the time there was no time for this nevertheless nearly a whole month has passed and the matter is still not cleared up.

There are also two rebates coming to me on insurance, one from Henry Hope and another from W.H. Jones, Nanaimo agents, which I would also like deposited in the Royal Bank here and of which Mr. McCarthy the manager has been advised.

Though it is no fault of mine, I am sorry that my impending departure makes it necessary to trouble you with this matter.

Yours truly,

Frank Koyama
or *Fred Koyama*

F. KOYAMA & CO

WHOLESALE OF SEA PRODUCTS

RECEIVED
MAR 30 1942

P. O. BOX 375

NANAIMO, B. C., March 28th, 1942

*Mr. Ormond
Please see me
about this*

Custodian, Alien Property
506 Royal Bank Bldg
Vancouver, B.C.

Dear Sir,-

Following my dispatch to you a few days ago of copy of the
agreement between R.H. Ormond/^{Junior} and myself for the purchase of my
dock and fishing business here, I now forward copy of inventory
of stock taken.

Enc. 1.

I have informed Mr. Ormond of my action and asked him
to see that all payments due me are made accordingly for
deposit in the Royal Bank of Canada here, where I have my
account.

To do anything that is necessary in my behalf and interests
as I will have to be out of here by Monday, I have requested Mr.
W.F. Povah, Departure Bay Rd, whose mail address is P.O. Box 123,
Nanaimo, to look after my interests and have duly appointed him my
agent for that purpose.

Sincerely yours,

F. Koyama

Please address all future mail to me at
P.O. Box 123, Nanaimo.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 1 1942

TELEPHONE 414
BOX 116

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

March 31st, 1942

*Brown has a P/A
in this connection.*

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

re: Frank Koyama

Not registered - 1/4/32

Dear Sir:

Mr. Frank Koyama has given to me a full Power of Attorney to act for him in matters of his business, and for your information, I enclose herewith an executed copy.

He previously had Mr. W. F. Povah of Nanaimo acting for him, but the granting of the Power of Attorney to me now displaces any authority which Mr. Povah had.

It seems to have been the impression of Mr. Povah that you would look after all of Mr. Koyama's affairs, but my understanding is that you simply look after such things as boats, automobiles, radios, etc., which in the hands of persons of the Japanese race might be made use of in aiding the enemy, and that the other assets or affairs of Japanese should still be handled in the ordinary manner. I shall be glad to have word from you as to whether I am right in this respect.

I understand from Mr. Povah that he sent to you a copy of an Agreement between Frank Koyama and R. H. Ormond for the purchase of Koyama's fishing business at Nanaimo, and that he also sent you a copy of an inventory of stock-taking.

If I am correct in my understanding that these are matters outside of the scope of your duties, I would be glad if you would return the documents to me.

I would also be glad if you would return the enclosed Power of Attorney at the same time.

Yours very truly,

FSC/G
Enc.
REGISTERED

[Handwritten signature]

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 118

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

RECEIVED
JUN 19 1942

IMPERIAL BUILDING
NANAIMO.

BRITISH COLUMBIA
June 18th, 1942

5889
C. L. Drewry, Esq.,
Manager, Japanese Evacuation Section,
Office of the Custodian,
506 Royal Bank Building, VANCOUVER, B. C.

Dear Sir:

re: Fujikaju Koyama (Frank Koyama) - Your File #75889

Mr. Koyama has referred to me your request that he should fill in certain forms giving information as to his personal affairs, and also as to his assets and liabilities.

In this connection, I would again refer you to my letter to you of March 31st, 1942, and also to my letters to you of April 13th and May 22nd, the latter two still remaining unanswered.

Answered May 30
Our correspondence in the matter has been very unsatisfactory, to say the least.

I am most anxious to cooperate with you in every possible way, but I think you will appreciate that as I hold Mr. Koyama's Power of Attorney, and am also acting as his Solicitor, it is essential that I should know exactly what I am doing, and I would therefore take this opportunity of repeating my request that you forward me a copy of the Order-in-Council or Regulation relating to your appointment, and your powers, so that I can get a clear understanding of the legal position of the parties, and in that way cooperate with you and assist you in matters in which you will be acting.

will
In your letter of April 11th, you state that as and when you are informed of the evacuation from the protected area of Frank Koyama, the amounts accruing to him under the Sale Agreement will come under your control. In my letter of April 13th, I asked whether this meant that your view was that Mr. Koyama's affairs did not come under your control until you are informed of his evacuation, but I have had no answer from you. I might say here that apparently some work remains to be done to clear up Mr. Koyama's title to his property, and the purchaser, Mr. Ormond, declines to make any more payments until the title is cleared up. I cannot quite see why you should have to do the work of straightening up the work of Mr. Koyama's title, nor do I think you would want to be bothered with it. Obviously, however, someone has to do it, and no further payments will be made by Mr. Ormond until it is done. This one item alone would illustrate the necessity for cooperation between us.

C. L. Drewry, Esq.

-2-

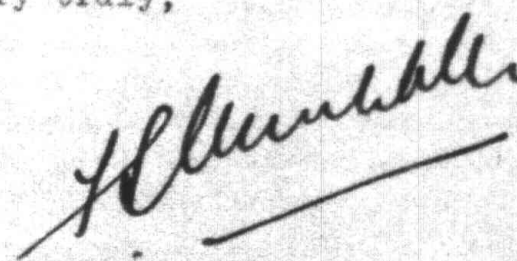
June 18th, 1942

I am informed also that your local representative, Mr. Forward, takes the position that the Custodian has nothing to do with the collection of the payments under the Agreement, which attitude however, is contrary to your letter of April 11th.

I would like to repeat my assurance that I want to cooperate with you in every way, and I should think my cooperation would greatly facilitate your work. Would you therefore please let me hear from you at your very earliest convenience with the information already requested, and I shall then be in a position to deal with the matter intelligently and advise Mr. Koyama?

Yours very truly,

PSC/G

A handwritten signature in dark ink, appearing to read "J. H. Sturges", is written over a horizontal line. The signature is slanted upwards to the right.

5889

23rd June, 1942.

Frank S. Cunliffe, Esq.,
Imperial Building,
Nanaimo, B. C.

Dear Sir:

Re: Frank Koyama

I have your letter of the 18th inst. and am pleased to enclose herewith the copy of Section 12 of P.C. 1665 as amended by P.C. 2483 dated March 27th, 1942.

The purpose in asking the Japanese to register their property with the Custodian before evacuation is to ensure primarily that the Custodian will have full particulars of the property which he is to administer. When I learned from the proper authorities that Mr. Koyama had not been evacuated I asked him to come in to see me, gave him the registration forms, suggested why I felt it was advisable for him to complete them now and indicated that it might be advisable for him to submit them to you so that you could assist him in completing them. I told Mr. Koyama that the Custodian did not intend, for the present, to interfere in any arrangements which he had made for managing his property but that on his registering it with the Custodian we would desire to be kept informed of all monies collected, and that following his evacuation it would be necessary for all collections to be paid over to the Custodian. I further told him that if he had no obligations which had to be taken care of and if money was not required for payment of carrying charges on any of his properties, the present policy is to remit these monies to the Japanese from here. Under all these circumstances I find the views expressed in your letter somewhat difficult to understand.

I notice that some further work remains to be done to clear up Mr. Koyama's title to his property and can see no reason why this should not be proceeded with. This will, of course, be at the expense of your client and would not be a responsibility of the Custodian's office.

I would suggest that you have Mr. Koyama fill out the registration forms which I gave him and if he desires you to

continue acting in the management of his property the Custodian will have no objection to this for the present. I am enclosing a copy of a form letter which we use in cases such as this which will give you an idea of the procedure we desire to be followed in such cases.

Yours truly,

C. L. Drewry
Manager

CLD:LF

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

IMPERIAL BUILDING
NANAIMO.

BRITISH COLUMBIA

July 27th, 1942

TELEPHONE 414

P.O. BOX 118

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 28 1942

R. P. Alexander, Esq.,
Manager,
Japanese Evacuation Section,
Department of Secretary of State,
506 Royal Bank Building,
VANCOUVER, B. C.

re: Frank Koyama

Dear Sir:

I have to-day returned from my trip to the East.

On my arrival at Ottawa, I found that the forms which I had partly completed, had been put inadvertently into the files which I took with me to Ottawa. I therefore sent them immediately to Mr. Koyama at Greenwood, instructing him to complete them instead of the new forms which had been sent from this office, and forward them to you.

I hope you have received them by this time.

You will remember that when I was in Vancouver, we discussed the difficulty over the registration of the transfer from Nakata to Koyama of Nakata's interest in Lots 1 and 2 of Section 1, Nanaimo District, Plan 2592. You will recall that this transfer was necessary in order that Koyama could complete his title for sale to Ormond.

In accordance with the suggestion which you made at that time, I would be glad if you would write the appropriate letter to the Registrar of Titles at Victoria, waiving any objection to the registration of the Conveyance from Nakata to Koyama. Nakata's name as it appears on the title is Nimosuke Nakata, and the date of the Conveyance was March 4th, 1942, and was in respect of Nakata's undivided one-half interest in the property already described.

It might be convenient if you would forward the letter to me, so that I can send it to the Registrar, or if you prefer to send it direct, perhaps you would be good enough to send me a copy.

Yours very truly,

FSC/G

File No. 1063

[Handwritten signature]

5889 & 1063

13th August, 1942.

Messrs. Frank S. Cunliffe & Co.,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Mr. Frank KOYAMA

Thank you very much for your letter dated July 27th. I have to report that the registration forms duly completed by Mr. Koyama have now been received.

You will recall that when you were in Vancouver you asked that we provide you with copy of agreement dated February 28th between Mr. Koyama, Mr. Ormond, Jr. and Mr. Ormond, Sr. We are sending to you attached to this letter copies of both agreements dated February 28th.

Reference is made to the question of the registration of the transfer from Mr. Minosuke NAKATA to Mr. Fujikazu Koyama of Mr. Nakata's interest in Lots 1 and 2 of Section 1, Nanaimo District, Plan 2592. We do not appear to have on file a copy of the conveyance of March 4th, 1942 signed by Mr. Nakata and in order that we may help you obtain registration we would appreciate your providing us with the necessary documents.

You will recall that Mr. Koyama is obligated under his agreement to endeavour to locate the co-owner of said land and to procure his signature and thereafter to obtain registration of relative deed, but we do not appear to have any evidence on file to indicate that such an agreement has been obtained from Mr. Nakata.

Our records indicate that Mr. Minosuke Nakata, Registration No. 08700, is now employed on the farm of Mr. James Girard, address, Elie, Manitoba, and you may therefore desire to correspond with him in this connection and obtain his signature, duly witnessed, at the earliest possible date.

Yours truly,

R. P. Alexander
Manager

RPA:LF

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

Alfred
TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

August 18th, 1942

R. P. Alexander, Esq.,
Manager,
Japanese Evacuation Section,
506 Royal Bank Building,
VANCOUVER, B. C.

re: Frank Koyama - Your Files 5889 and 1063

Dear Sir:

Please accept our thanks for your letter of the 13th instant, enclosing copies of Agreements of February 28th, 1942.

As requested, we enclose herewith a copy of the Conveyance which has been executed by Nakata in favour of Koyama.

We are informed by the Solicitor who drew the Conveyance that at that time, he did not know nor was he able to find out the exact state of the title to the property described in the Conveyance, and consequently, to be on the safe side, he prepared the Conveyance as if Nakata owned the whole outright, and also added the Quit-Claim provision in case Nakata's interest was anything less.

The matter is now pending before the B. C. Attorney-General's Department, whose consent is apparently required by the Minister of Justice before the latter will consent to the Nakata transfer going through. Under the circumstances, it might as well if you would write to the Attorney-General's Department.

Yours very truly,

F. S. CUNLIFFE & CO.

By: *[Signature]*

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

AUG 19 1942

FSC/G
Enc.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 116

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
SEP 21 1942

IMPERIAL BUILDING
NANAIMO.

BRITISH COLUMBIA

September 18th, 1942

Sept 1942
2
12121
La 0827

G. D. Milson, Esq.,
Administration Department,
Japanese Evacuation Section,
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

Dear Sir:

We have your letter of September 9th, with regard to the lease from the Dominion Government to Mr. Thomas Baird of a water lot in Nanaimo Harbour.

Mr. Baird informs us that the only name by which he knew the Japanese referred to in our letter to you of September 5th, was "Kayi".

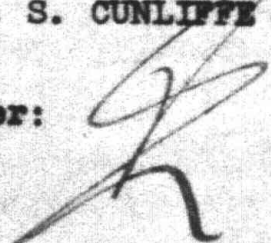
We hope this information will be of some assistance to you, although we are rather surprised that you should ask this information from us, as our understanding of the letter we had received from the Department of Transport was that it was you who had corresponded with the Department, who were holding up the matter until it was straightened out with you, and our letter to you of September 5th was written to get information from you as to the objection which had been made.

As the matter of renewal of Mr. Baird's lease is a matter of great importance to him, and one of great urgency, we would appreciate it very much if you would look into this matter without delay, and unless you have some definite matter before you which might entitle the Japanese to object to the renewal of Mr. Baird's lease, we would appreciate it if you could inform the Department of Transport that you have no objection to such renewal.

If the Japanese involved is Mr. Kayi, then it must be obvious that his holding (if any), would depend upon the continuance of Mr. Baird's lease, as the refusal by the Department of Transport to renew the lease to Mr. Baird would automatically wipe out whatever rights Mr. Kayi may have, if he has any at all.

Yours very truly,

F. S. CUNLIFFE & CO.

per: 

FSC/G

E/C

September 21, 1942

Messrs. Frank S. Cunliffe & Co.,
P. O. Box 116,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Water Lot in Nanaimo
Harbour

We are in receipt of your letter of September 18 in regard to the lease to Mr. Thomas Baird of a water lot in Nanaimo Harbour. We are writing The Department of Transport at Victoria asking them to forward us a copy of any letter which we may have written in regard to a Japanese claim for an interest in Mr. Baird's lease on the above water lot.

We wish to point out that we have over 13,000 files of Japanese names and unless we are supplied with the name of the Japanese, we are unable to trace our correspondence with the Department of Transport.

At the present time, we have no knowledge of any correspondence with this Department and cannot see how any lease granted by the Dominion Government to Mr. Thomas Baird could be effected by any sub-lease to a Japanese.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

M/C

September 21, 1942

The Department of Transport,
Victoria, B. C.

Dear Sirs:

Re: Water Lot in Nanaimo Harbour

We are in receipt of a letter from Messrs. Frank S. Cunliffe & Company, of Nanaimo in regard to a lease from the Dominion Government to Thomas Baird of a water lot in Nanaimo Harbour. They state that the Department of Transport advised them that some question as to the occupation of the water lot and the ripa thereto by certain Japanese has been brought to the attention of the Department.

Would you be kind enough to advise us immediately of the name of the Japanese involved and if you have had any previous correspondence from this office, will you please quote our file number.

Yours truly,

G. D. Wilson
Administration Department

GDM/GH

OFFICE OF THE COMMISSIONER
JAPANESE EVACUATION

RECEIVED
SEP 23 1942



CANADA

DEPARTMENT OF TRANSPORT

REFER TO FILE NUMBER

550.54

WS)D

Victoria, B.C., Sept. 22, 1942

G. D. Milson, Esq.,
Administration Department,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B.C.

Sir:

Re: Water Lot in Nanaimo Harbour

I have for acknowledgement your letter of the 21st instant in connection with a water lot in Nanaimo Harbour formerly leased to Thomas Baird, in which you request information as to the occupation of part of this water lot by a certain Japanese.

In reply I beg to advise that we have apparently not had any previous correspondence from your office in connection with the above.

Further, in looking over our file on this subject I find that the following Japanese have been involved as previously occupying this foreshore: Messrs. Masajiro Shin, T. Domae, Yoshida and Koyama. In further explanation I would advise that they had floating houses which had been placed overlapping the Thomas Baird foreshore but after considerable trouble the various floats involved were moved outside the line of the foreshore. The Thomas Baird foreshore has since expired and has not yet been renewed.

Trusting this is the information you require,

Yours truly,

W.L. Stamford
W.L. STAMFORD, Agent

FRANK S. CUNLIFFE & CO.
BARRISTERS. SOLICITORS
NOTARIES

Attention of Mr. P. Douet

IMPERIAL BUILDING
NANAIMO.

BRITISH COLUMBIA

December 16th, 1942

EVACUATION SECTION	
Rec'd	DEC 17 1942
File No.	5889-1063
Referred	Per

The Administration Department,
Japanese Evacuation Section,
506 Royal Bank Building,
VANCOUVER, B. C.

re: Fujikazu Koyama
Your Files # 5889, 1063

Dear Sirs:

Replying to your letter of December 8th, I beg to advise you that the sale from Koyama to Ormond did not cover all of Lots 1 and 2, Section 1, Plan 2952, Nanaimo District. It only covered a part of Lot 2, and I enclose herewith for your file a copy of a Supplementary Agreement, dated November 24th, 1942, between Koyama and Messrs. Ormond Sr. and Jr., relating to the said part of Lot 2.

You already have a copy of the Agreement of February 28th, 1942, referred to in this Supplementary Agreement.

The Agreement of November 24th, 1942 was executed by me on Mr. Koyama's behalf under Power of Attorney from him.

Yours very truly,

[Handwritten signature]

FSC/G
Enc.

Your file No. 5889

EVACUATION STATION	
Rec'd	JAN 21 1943
File No.	
Ans.	
Referred	

January 15, 1943.

Mr. R. P. Alexander
Department of the Secretary of State
Office of the Custodian
Vancouver, British Columbia

Dear Sir:

Re: Mr. C. A. Howse

I cannot confirm in any way that I am indebted to this man.

I do not know what this man has said to your side, but he is in a position where I can claim suit against him.

It was in 1931 or 32 that I purchased a machine and had it installed. This man has collected money from me several times and before this machine was installed, he quit on me. I had to get help from other source thereby going into extra unnecessary expense.

No, I have no recollection whatsoever in owing this man money of any kind. If this man is trying to cause trouble, please send me what he had to say in collecting this sum and I shall give you details to prove that he is mistaken.

Yours very truly,

F. Koyama
Frank Koyama

P. O. Box 519
Greenwood, B. C.

2/1/43

Your file No. 5889

EVACUATION SECTION

Rec'd JAN 21 1943

File No.

Ans.

Referred *Allyander*

January 15, 1943

Mr. R. P. Alexander
Department of the Secretary of State
Office of the Custodian
Vancouver, British Columbia

Dear Sir:

Re: *asao* M. Kashino *8/11791*

On March, 1941 this man borrowed \$500.00 from me. He said that he will pay this back to me by May or June of the same year when Anchovy Season opens. He also had a desire to sell his Herring Camp at Green Cove to either Canadian Fishing Company Limited or to British Columbia Packers Limited.

I have written to him on November, 1941 but was unable to receive reply. Since then I have met and talked with him about the debt at the office of Herring Association on Dunlevy Street. He told me that above all debts, he would pay me first. This was on the day of my evacuation and have not heard from him since. After the conversation with Kashino, one of the members of the Association was good enough to inform me that the best method I could use is to report the incident to the Custodian. I took his suggestion and reported the incident to you. There is no doubt that this man is in a position to pay this debt and your continuous effort in trying will be very much appreciated.

Yours very truly,

Frank Koyama
Frank Koyama

Fujikazu Koyama
Registration #08027
P. O. Box 519
Greenwood, B. C.

3814 West 7th Ave.,
Vancouver, B.C.

C. A. HOWSE
REFRIGERATION ENGINEERING

~~1800-BURNING-SECRET~~

VANCOUVER, B.C. February 10th, 1943

Custodian Japanese Property

875 West Hastings Street
Vancouver, B.C.

ACCOUNTS ARE KEPT FOR THE
CONVENIENCE OF CUSTOMERS.
PAYMENT IS DUE WHEN AC-
COUNT IS RENDERED.

Re: F. Koyama,
Nanaimo, B.C.

To unpaid balance on Lipman Refrigerating machine,
Ice Maker and Storage as per contract.

\$642.00

" B. & O. B. "

EVACUATION SECTION	
Rec'd	FEB 12 1943
File No.	
Ans.	
Referred	

2/12/43

Your file No. 5889

EVACUATION SECTION	
MAR 8 1943	
No. to	5889
Ans.	BAK
Referred	McAlister

P. O. Box 519 *out to Alex*
Greenwood, B. C.
March 1, 1943

Mr. R. P. Alexander
Dept. of the Secretary of State
Office of the Custodian
506 Royal Bank Building
Vancouver, B. C.

Dear Sir:

I am in receipt of a letter from Mr. M. A. McAlister of Claims Dept. The letter states that Mr. C. A. Howse has a claim against me for \$642.00.

About 1931 I purchased a Lipman Refrigerating machine. The purchase agreement was to have the machine installed by the seller. Mr. Howse brought with him a machinist to install the refrigerating machine but left it unfinished. I had to hire a machinist from Victoria to install the machine. This made me go into considerable unnecessary expense.

It was two years later that Mr. Howse dropped in to see me. He mentioned that he still had \$600.00 or more to collect from me but I told him I had no reason to pay him. In the meantime, that is, between the purchase of the machine and Mr. Howse's appearance, the machinist he brought along wrote me a letter from Eastern Canada asking me to keep some money for him if I had any more to pay to Mr. Howse because he had not been paid by Mr. Howse.

Of all the years I have operated business in my name, it is peculiar that he should wait until this late date to collect if he had any authority to do so before.

I had asked Mr. Frank S. Cunliffe, my barrister and solicitor, to write me a letter concerning this matter several years ago and sent it registered mail to Mr. Howse but the letter has not been answered by him to this day.

I have informed Mr. Cunliffe to look up this matter and to give you full detailed information regarding. No doubt you will hear from him in the very near future.

Yours very truly

J. Royama

10-3-43
7

Your file No. 5889

EVACUATION SECTION	
Date	MAR 8 1943
File No.	5889
Ass.	<i>AM</i>
P. O. Box 519	Referred <i>Alexander</i>

Greenwood, B. C.
March 5, 1943

Mr. R. P. Alexander, Manager
Department of the Secretary of State
Office of the Custodian
Japanese Evacuation Section
Vancouver, British Columbia

Dear Sir:

I am in receipt of your letter of February 24, 1943 together with cheque No. 1890 for \$200.00. Please accept my sincere thanks for them.

The reason for not reporting to you of my receipt of cheques was because I felt it would be unnecessary on account of your receiving the cancelled cheques. The bank, Canadian Bank of Commerce, only opens one morning each week and I find it sometimes difficult to go there at the right hours to cash the cheques. There may be a delay in receiving cancelled cheques on your side but please understand the situation we are in. When a person misses the hours at the bank he will have to wait until the following week.

As for particulars on Mr. Nakata, I am not in a position to make further report. Mr. Frank S. Cunliffe has yet to notify me whether the registration of our company name to my own name is complete. I shall notify you as soon as I hear from him.

Yours very truly,

Frank Koyama
Frank Koyama

Fujikazu KOYAMA
Registration No. 088027

5889

March 10th, 1943.

Sgt. Howse, C.A.,
#3 S.P.T.S., R.C.A.F.,
Calgary, Alta.

Dear Sir:

re: Fuikazu KOYAMA

Referring to our letter of the 22nd February regarding your claim of \$642.00 against the above Japanese, we wish to say that we have a lengthy reply from him from which we quote the last two paragraphs:

"I had asked Mr. Frank S. Cunliffe, my barrister and solicitor, to write me a letter concerning this matter several years ago and sent it registered mail to Mr. Howse but the letter has not been answered by him to this day.

I have informed Mr. Cunliffe to look up this matter and to give you full detailed information regarding. No doubt you will hear from him in the very near future."

From the tone of your letters and his it seems very unlikely that we shall be able to bring about a settlement of any kind. We do not wish to enter into extensive correspondence with you and him in this matter, and would, therefore, suggest that you write to him at Greenwood, B.C., or to his attorney at Nanaimo, B.C. with a view to coming to some understanding or agreement.

Should you be able to effect a settlement please advise this office.

Yours truly,

A. McAlister,
Claims Department.

BR:DE

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING
NANAIMO,

BRITISH COLUMBIA

March 15, 1943

EVACUATION SECTION	
Rec	MAR 16 1943
File No.	5889
Ans.	BRD
Referred	Reduction

sent to Gibson

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

Dear Sir:

Re: Your File 5889

Re: F. Koyama Reg. No. 08027

Mr. Koyama has forwarded to me the
correspondence between you relating to the claim
of Mr. C. A. Howse.

I acted for Mr. Koyama in this connection
when the matter was last aired which was ten years
ago and I wrote to Mr. Howse's Company on January 30th,
1933, since when nothing has been done.

I do not see any point at this time in
troubling you with all the details of the contro-
versy, but I am of the opinion that Mr. Howse has
no claim whatever and in any event it has been
outlawed. Under the circumstances will you kindly
inform Mr. Howse that Mr. Koyama disputes his claim
and that under the circumstances you cannot recognize
it. If Mr. Howse then wishes to have the matter
decided by the Courts, he can bring such action as
he may be advised.

Yours very truly,

Handwritten signature

FSC/LA

21-4-43
B

NOTARIES

P.O. BOX 116

April 8, 1943

Dear Sir:

Re: F. Koyama - Your file no. 5589

Before Mr. Ormond's application will be granted, the Superintendent of Lands requires the consent of the registered owner of the Uplands. As Koyama is still the registered owner, subject to the agreement for sale to Ormond, would you be good enough to write to the Superintendent of Lands at Victoria, B. C., and give the necessary consent for the issuance of the lease of the foreshore to Mr. Ormond.

The Superintendent's file is number 0147337.

Yours truly,

FSC/AH

3 EVACUATION SECTION
Rec'd APR 9 1943
File No. _____
Ans. _____
Referred *Bice*

COPY

MR. LANE, NICHOLSON & SHEPPARD

BARRISTERS AND SOLICITORS

C. H. LOCKE, K. C.
WILLIAM S. LANE, LL. B.
J. R. NICHOLSON, LL. B.
F. A. SHEPPARD, LL. B.
K. L. YULE

703 ROBERTS BUILDING

VANCOUVER, B. C.

March 17th, 1943.

RECEIVED MAR 17 1943
FILE NO. _____

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

Attention Mr. E. N. Wright.

Dear Sir:-

Re - Moresby Island Fisheries
(Jedway) Limited. Your file 173A.

We have considered your letter of the 2nd instant. On the facts we are of the opinion that the buildings affixed to the lands are the property of the Crown. The material facts are as follows:-

Y. Mukai in 1910, or prior thereto, staked a mineral claim but this mineral claim was neither surveyed nor crown granted. Subsequent to the staking, probably in 1910, Mukai constructed a fish saltery and later incorporated Moresby Island Fisheries Limited, which took over the plant that he had constructed. In 1938 Moresby Island Fisheries (Jedway) Limited gave notice of intention to apply for a lease but that lease was disallowed by the Department. The buildings being erected and affixed to lands would become fixtures in the permanent sense, and therefore the property in the buildings would pass to the owner of the land, that is, to the Crown in the right of the Province, in that these were crown lands. That principle may be excluded in two ways:-

1. By express agreement with the Crown, or
2. By equitable estoppel, illustrated in Pinner v. Mayor of Wellington, 9 A.C. 699. That is, on the ground that the person building on the lots had been led by the owner to believe he had the right to do so and the right to retain the buildings and buildings so built in the faith of that belief created by the owner of the lands.

The Office of the Custodian.

We cannot see that either of these two exceptions apply. There is no evidence of any express agreement with the Crown which permitted the construction of these properties on Crown lands and reserved the right to the buildings to either Mukai or to the Company. Neither can we see that the principle of estoppel, even if applicable against the Crown, would apply in this instance, and there is no evidence that the buildings were constructed by any representation of the Departmental officials that Mukai or the Company, had the right to do so, but rather the facts indicate the contrary. Mukai must be taken to have known the obligations required to perfect his title to the mineral claim and the limited use of Crown lands filed upon his mineral claim. It, therefore, appears that the saltery was built by Mukai and then some attempt made by the existing Company, having taken over the plant from Mukai, to perfect its title by obtaining a lease. We are of the opinion that the saltery was not constructed by reason of any representation or mistaken belief created by representations of the Departmental officials. There may or may not have been mistaken belief in the right to construct the saltery, but it is immaterial unless that belief was created by representations of Departmental officials.

We observe that the Consolidated Regulations Respecting Trading with the Enemy preclude any forfeiture of property vested in Japanese but we are of the opinion that would not apply in this instance in respect of the buildings because there was no property vested in Japanese. On the contrary these buildings from the time of their construction became the property of the Crown in the Right of the Province.

We observe that the lands and buildings have been assessed against the occupants by the Provincial Government and taxes paid for the years 1939 to 1941 inclusive. That taxation could not be an acknowledgment of title for the reason that the Taxation Act, Cap. 282, Sec. 4, s. 1 states that every occupier of Crown Lands shall be assessed on the land held by him as occupier, and the definition of occupier includes a person in possession of lands which are simply occupied. It would, therefore, appear that the bare occupancy without right would permit the assessment. In any event to be of assistance the taxation would have to give rise to the implication of an undertaking that the Company assessed was entitled to remove the buildings. We are of the opinion that that could not follow in view of the fact that the

The Office of the Custodian.

Provincial Government purported to collect these taxes by reason of the Company being a squatter.

For these reasons we are unable to see any right of the Company to the buildings which are affixed to Crown lands, or any forfeiture contrary to the Regulations. While the foregoing would apply to buildings affixed to the lands and also the machinery which is affixed to these buildings a distinction must be drawn as to chattels which were brought upon Crown lands and remain unaffixed. Bringing such chattels upon Crown lands would not in itself divest the property from the Company, and that right of property would remain unless destroyed by the land act as amended by 1937, Cap. 38. Section 100 as enacted by this amendment provides that where a person is wrongfully or without lawful authority in possession of any Crown lands and, after the service of notice demanding possession on behalf of the Crown, refuses or fails to abandon possession the Minister with the approval of the Lieutenant-Governor in Council may order the summary removal. Subsection 2 provides :-

"All improvements, structures, and material unlawfully on the land from which any person is removed pursuant to this section may be seized by the Minister, or any officer of the Government under his authority and direction, and removed and sold...."

The chattels would not be "improvements" or "structures". The question is whether these chattels could be regarded as "material". We are of the opinion that the chattels could not be "material" for the reason that such word has no generic meaning but is capable of the most general application, and being associated with the words "improvements" and "structures" would presumably be construed as restricted to that material usually found in improvements and structures on lands. Further if the notice - vacate were served after these chattels vacated in the Custodian then the Section would be ineffective in that it would purport the effect of removing the chattels from the Custodian contrary to Section 31. We observe, however, that the issue with the Provincial Government appears to be in respect of the buildings and their claim there appears well founded. No doubt the removal of the chattels can be arranged.

Yours truly,

LOCKE, LAW, GUNN & SHEPPARD,

PER :

YAS/ED.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

July 22, 1943

EVACUATION SECTION

Rec'd JUL 26 1943

File No.

As

Referred

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

Dear Sir:

Re: Fujikazu Koyama, Your file 5889

I beg to advise you that Mr. Robert Howard Ormond, Junior, has now completed his payments under the Agreement with Mr. Koyama, and I enclose herewith two certified cheques in favor of Mr. Koyama, one for \$1800.00 and the other for \$33.32.

Acting under Mr. Koyama's Power of Attorney I executed the Conveyance of the property on his behalf and the registration of it has now been completed in the Land Registry Office and the Certificates of Title in the name of Mr. Ormond have just been received.

The enclosed cheques were handed to me on the understanding that they would not be put through until the Certificates of Title were received in Mr. Ormond's name, in view of the possibility that there might be some further trouble on account of the Vendor being a Japanese.

The matter however has now been cleared up as stated and the enclosed cheques will complete the payment for this property.

Kindly acknowledge receipt.

Yours truly,

H. Cumblis

FSC/AH
Encl. 2
Reg'd Mail

Shirley Cumblis

ADDRESS ALL COMMUNICATIONS TO
THE REGISTRAR



LAND REGISTRY OFFICE
VICTORIA

July 28th, 1943

EVACUATION SECTION	
Rec'd	JUL 29 1943
File No.	
Ans.	
Referred	me P. L. L.

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

Dear Sir:

- Re Fujikazu Koyama
File 5889 -

Your two Certificates of Vesting of June 23rd operate to vest Lots 1 and 2 of Section 1, Nanaimo District, Plan 2952 which at one time were wholly owned by Koyama. However, in a transaction authorized by the Minister of Finance, part .12 of an acre of Lot 2 as shown outlined in Red on Plan 584 was sold under an agreement for sale dated 24.11.42 to Robert Howard Ormond the Younger. The agreement has been completed and Ormond is now the registered owner of this part of Lot 2 under Certificate of Title 30504-N, dated 17.6.43.

The vestings should therefore be altered, I think, to except Ormond's parcel and consequently I should be obliged for your authority to show that the interest of Koyama in Lots 1 and 2 does not extend to Ormond's parcel of Lot 2.

Yours truly,

H.J. Crane
Registrar

per 

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING
NANAIMO.

BRITISH COLUMBIA

August 18, 1943

EVACUATION SECTION	
Rec'd	AUG 19 1943
File No.	588911
Referred	Bell

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

Dear Sir:

Attention of Mr. Bell

Re: Fujikazu Koyama Registered No. 08027

We duly received your letter of July 28th and have now gone over our files again.

The land was sold to R.H. Ormond, Junior for \$8,000.00 and the stock-in-trade was sold to him for \$1,285.05.

The following is a complete record of the payments received from Ormond:-

	<u>Land</u>	<u>Stock</u>
Cash payment	\$2,000.00 -	
April, 1942	333.39 -	\$285.05 -
April 30, 1942	333.33 -	
June 20, 1942	333.33 -	
April 2, 1942		200.00 -
Nov. 12, 1942		100.00 -
Dec. 4, 1942	1,666.65 ✓	
Dec. 4, 1942	333.33 ✓	
Jan. 9, 1942	333.33 ✓	
Feb. 5, 1942	333.33 ✓	
Feb. 15, 1943	333.33 ✓	
Mar. 10, 1943		200.00 ✓
April 10, 1943	333.33 ✓	
May 7, 1943	333.33 ✓	
July	<u>1,333.32 ✓</u>	<u>500.00 ✓</u>
	<u>\$8,000.00</u>	<u>\$1285.05</u>

The payments which are shown above and which are not covered in your letter of July 28th, were deposited in Mr. Koyama's Bank account here.

Yours truly,

[Handwritten Signature]

FSC/AM

Your file No. 5889 & 1063

P. O. Box 519
Greenwood, B. C.
September 24, 1943

Mr. R. G. BELL
Administration Department
Office of the Custodian
506 Royal Bank Building
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	SEP 27 1943
File No.	5889 & 1063
Ans.	RGP
Referred	BELL

5889/1 out to Shears

Dear Sir:

I have been corresponding with Mr. Alexander, Manager of Administration Department up to this date but since his departure, I am in default of receiving the monthly cheque for Two Hundred Dollars. No doubt another person has filled his position. It is almost two months since I received my last cheque and I ask you for your full co-operation in sending it monthly as previously promised. Unlike other Interior Towns, the self-supporters must pay for everything in Greenwood. Therefore, if the monthly allowance does not come to me, it would naturally end in financial complication. I would very much appreciate your immediate attention in sending me a cheque for my two months' allowances.

Referring back to your letter of August 7, 1943 and my reply of August 12, 1943, I beg to report that I have heard nothing further from Messrs. F. S. Cunliffe & Company. However, I would very much like to pay off the money due Nakata through my own hands because then there will be no complaints afterwards. Nakata really needs the money and a credit at your office for him will do no good. A cheque for Five Hundred Dollars will be very much appreciated.

The course of my financial affairs must be reported to my lawyer, F. S. Cunliffe & Co. Before I do this, I shall await your reply to this letter. I should be obliged by your early reply, so that I may give the matter my prompt attention.

Yours very truly,

J. Koyama
Rig No 8027

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

October 8, 1943

Rec'd	OCT 12 1943
File No.	5889/1
Ans.	148
Filed	120

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

Dear Sir:

Re: F. Koyama Reg. No. 08027, Your File No. 5889/1

With reference to your letter of October 1st, I should apologise for not having attended to your previous letters.

The fact is, I have done a great deal of work for Mr. Koyama and in order to find out what part of the work should be paid for by Koyama and Nakata instead of by Koyama alone, might require a preparation of an itemized account.

I have been so very busy that I have been unable to get the time to prepare an itemized account which virtually means writing a detailed history of all the work done. I would much prefer to make a lump sum charge against Mr. Koyama even though by so doing, I would be paid less than I would get by an itemized bill.

I note in your letter that instead of sending \$500.00 to Mr. Koyama as he requested, you have decided to transfer to the credit of Mr. Nakata's account.

I think you should be advised that Mr. Koyama considers that Nakata will owe him something as a share of the costs and getting the land titles cleared up and it would be unwise for you to disperse the whole \$500.00 to Nakata without taking care of Mr. Koyama's claim.

I will try and give this matter my attention as soon as other pressing demands upon my time have been satisfied and will write you as soon as possible.

Yours truly,

F. S. Cunliffe,

Per: *AS*

FSC/AH

*See Memo
of 14 Nov 43*

ALL COMMUNICATIONS IN REFERENCE TO LAND
MATTERS SHOULD BE ADDRESSED TO
THE SUPERINTENDENT OF LANDS



VICTORIA, B.C.

November 12th, 1943.

DEPARTMENT OF LANDS
LANDS BRANCH

R. G. Bell, Esq.,
Administration Department,
Department of the Secretary of State
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	NOV 15 1943
File No.	
Ans.	
Referred	<i>Bell</i>

Please refer to File 0147337 -
Attention "Leases"

Dear Sir:

With further reference to the application of Robert H. Ormond Jr., to lease certain foreshore in the vicinity of Nanaimo City, for the purpose of a wharf site in connection with fishing operations, in regard to which you communicated with this Department on April 16th last on behalf of the interests of certain Japanese as registered owners of the upland property.

The foreshore under application has now been surveyed as Lot 193, Nanaimo District, containing 2.02 acres and we are in a position to consider the issuance of a lease. In this connection advice received shows that the existing improvements on this foreshore are valued at \$3,000.00. It is our understanding that the agreements of sale entered into by Mr. Ormond in respect of the upland property do not include any improvements below high-water mark and situated on the foreshore under application to lease by him, but is confined strictly to the upland. Will you please be good enough to confirm or otherwise our understanding in this matter at the earliest convenience.

Your obedient servant,

D. W. MacKay
Superintendent of Lands.

REB/MR

5889/1.

December 8th, 1943.

Mr. Fujikasa (Fred) KOYAMA,
Registration No. 08027,
P. O. Box 519,
Greenwood, B. C.

Dear Sir:

We wrote you on the 6th instant, forwarding you a cheque, which will reach you through the British Columbia Security Commission as usual.

We now write to enclose copy of our letter of today to the Superintendent of Lands, Victoria, and to ask you to answer promptly and fully the following questions:

- (1) Do you confirm that you are still the owner of the land described in above-mentioned letter, i.e., all of Lot 1 (4.43 acres), and 0.78 of an acre out of 0.90 of an acre constituting Lot 2, both lots being a subdivision of Section 1, Nanaimo District, Plan 2952?
- (2) The buyer of 0.12 of an acre of the above-mentioned Lot 2 has applied for a Foreshore Lease covering 2.02 acres in front of the above property. Within this foreshore area there appear to be Improvements valued at \$3,000.00. Do these improvements belong to you, or were they included in the sale of the 0.12 of an acre?
- (3) Have you any objection to the buyer of the 0.12 of an acre being granted the Foreshore Lease referred to?

We desire to have your answers as soon as possible to enable us to reply to the Superintendent of Lands. We also desire to pay 1943 taxes on the property still registered in your name (\$15.00 on Lot 1 and \$22.00 on .78 of an acre of Lot 2).

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

c.c. to Mr. C. E. W. Evans.

5889/1.

December 8th, 1943.

Superintendent of Lands,
Department of Lands,
Victoria, B. C.

Dear Sirs:

Re: Fujikasu (Fred) KOYAMA - Reg. 08027.

We have to acknowledge receipt of your letter of the 12th ultimo regarding a foreshore lease.

We note that this foreshore has been surveyed, that it contains an area of 2.02 acres and is now known as Lot 193, Nanaimo District. We further note that there are improvements valued at \$3,000.00 in this area.

We have the above file before us but it does not enable us to comply with your request to confirm the correctness of your statement, and we are therefore referring the matter to the above Evacuee, who is still the registered owner of most of the upland property, i.e.,

- (1) All of Lot 1.
- (2) Lot 2 except that part thereof included in Plan 584-R, the said excepted part containing 0.12 of an acre, more or less, both of Section 1, Nanaimo District, Plan 2952.

We will advise you as soon as we receive a reply but in the meantime, would like to have a copy of Plan 584-R and it would be appreciated if you would let us have one.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

c.c. to Mr. Fujikasu KOYAMA.
Mr. C. H. W. Evans.

A/198 & 5889/1.

December 8th, 1943.

Mr. C. H. W. Evans,
35 Commercial Street,
Nanaimo, B. C.

Dear Sir:

We are in receipt of and thank you for your letter of the 2nd instant.

We also confirm our conversation of this morning, resulting in your appointment as our appraiser for the Nanaimo District.

We are also pleased to confirm the terms agreed on, i.e., \$7.00 per valuation, plus actual out-of-pocket expenses when incurred, plus a reasonable charge on actual motor car mileage where out-of-town travel is involved.

For your information and guidance, we will, in the course of a few days, send you a list of Nanaimo properties the identities of which have been established by search of titles, etc.

With regard to the property of Fujikazu (Fred) KOYAMA, (Reg. No. 08027, File 5889/1), we enclose copies of our letters of today to the above Evacuee and to the Superintendent of Lands, both of which you will find self-explanatory. We will advise you of Mr. Koyama's reply when received as we desire to have an appraisal of the owner's present holdings on record.

A separate appraisal, always in duplicate, will be required for each property, original going on to File concerned and duplicate on to your file (No. A/198).

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

ALL COMMUNICATIONS IN REFERENCE TO LAND
MATTERS SHOULD BE ADDRESSED TO
THE SUPERINTENDENT OF LANDS



VICTORIA, B.C.

December 11th, 1943.

DEPARTMENT OF LANDS
LANDS BRANCH

R. G. Bell, Esq.,
Administration Department,
Department of the Secretary of State
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	DEC 15 1943
File No.	5889
Ans.	
Referre	Bell

Please refer to File 0147337 -
Attention "Leases"

Dear Sir:

I acknowledge your letter of the 8th instant with reference to the lease to be issued by this Department in favour of Robert H. Ormond, Jr., covering Lot 193, Nanaimo District, and the matter of existing improvements on said Lot, which are valued at \$3,000.00.

The contents of your letter have been duly noted, and for your information I am enclosing a print on which is outlined in red the boundaries of said Lot 193, Nanaimo District, also the upland property referred, on which such foreshore fronts. Would you please be good enough to furnish the Department with the information requested in our letter of the 12th ultimo regarding this matter, at the earliest convenience.

Your obedient servant,

W. H. Hopper
and Superintendent of Lands.

REB/MR
Encl.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 118

IMPERIAL BUILDING
NANAIMO.

BRITISH COLUMBIA

December 31, 1943

R. G. Bell, Esq.,
Administration Department,
Office of the Custodian,
Japanese Evacuation Section,
508 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	JAN 5 1944
File No.	5889/1
Ans.	
Referred	Bell

out by you

Dear Sir:

Re: Your File 5889/1 F. Koyama Reg. No. 08027

I have before me your letter of December 8th addressed to Mr. F. Koyama.

Mr. Koyama is still the owner of Lot one (1) (4.43 acres) and the remainder (.78 acres) of Lot two (2) subdivision of Section one (1) Nanaimo District, Plan 2952 but negotiations have practically been completed now for the sale of the property to the person who purchased the part (.12 acres) of Lot two (2). Under the circumstances, I would suggest that the matter be allowed to stand until that transaction is definitely completed in which event, the uplands concerned with the foreshore lease will all be held by the same person.

I have today paid the 1943 taxes on the property above described.

Mr. Koyama is very anxious to personally arrange the settlement of his transaction with Nakata and it would be a great convenience to them and save you some inconvenience if you would remit to Mr. Koyama the \$500.00 which he has agreed to pay Nakata so that he can deal with Nakata direct. They have to adjust as between themselves certain charges which I have made against Koyama and also arrange a division of the taxes and some other items. It is the desire of both Nakata and Koyama that they be allowed to settle this matter themselves instead of having to write through you.

Would you be good enough to remit the \$500.00 to Mr. Koyama for this purpose.

Wishing you the Compliments of the Season.

Yours truly,

[Handwritten signature]

FSC/AH

FRANK S. CUNLIFFE & CO.
BARRISTERS, SOLICITORS
NOTARIES

EVACUATION SECTION

Rec'd FEB 25 1944

File No. 5889

Ans.

Referred

Bell

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

TELEPHONE 414

P.O. BOX 116

February 24, 1944.

R. G. Bell, Esq.,
Administration Department
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

Re: F. Koyama, Registration No. 08027
Your file 5889-1

With further reference to my letter to you of December 31, 1943, I now beg to advise you that the terms have been fully agreed upon for the sale to R. Howard Ormond, Jr. of Lot 1 and the remainder of Lot 2 of Section 1, Nanaimo District, Plan 2952. Mr. Ormond is the person who previously purchased part of Lot 2 from Mr. Koyama.

When that transaction was put through a consent was obtained from the Minister of Justice for the transfer of Lots 1 and 2, although only a part of Lot 2 was then involved. I have discussed with the Registrar of Titles the question as to whether that consent would be sufficient in respect of the proposed sale of Lot 1 and the remainder of Lot 2 and the Registrar thinks that he would prefer to have on his files also a consent from you.

Would you, therefore, be good enough to forward to the Registrar of Titles your consent to the sale by Koyama to Ormond of the said Lot 1 and the remainder of Lot 2.

I hope to be in Vancouver shortly and to be able to see you then about other matters in connection with Mr. Koyama's affairs.

Yours truly,

H. Cunningham

SFCwt

5889.

February 28th, 1944.

Messrs. Frank S. Cunliffe & Co.,
Imperial Building,
P. O. Box 116,
Nanaimo, B. C.

Dear Sirs:

Re: Fajikazu KOYAMA - Reg. No. 08027.

We are in receipt of your letter of the 24th instant from which we note that the terms of a further sale of Real Property from the above Evacuee to R. Howard Ormond, Jr., have been fully agreed on.

As you are well aware, all Japanese interest in the property in question is vested in the Custodian, and while we are not opposed to the principle of direct negotiations between prospective buyers and registered owners any transaction resulting from such negotiations is subject to the approval and consent of this office and in this case we need to have full particulars of price and terms of sale before we can give the matter any consideration. Also, it should not be necessary to add, we will require all monies involved to be paid in to this office for the credit of Mr. Koyama's account.

We note that you expect to be in Vancouver shortly and will be glad to see you when you call.

Yours very truly,

H. G. Bell,
Administration Department.

RGB/P.

5889/1.

March 2nd, 1944.

Mr. Fujikazu KOYAMA,
Registration No. 08027,
P. O. Box 519,
Greenwood, B. C.

Dear Sir:

We have today had a call from Mr. Frank S. Gunliffe and deal below with the subjects discussed.

The sale of the balance of your Nanaimo land (Lot 1 and remainder of Lot 2, Subd. of Sec. 1, Nanaimo District, Plan 2952, 4.43 acres and .78 of an acre respectively) to Mr. M. H. Ormond, Jr., for the sum of \$2000.00 is approved, subject to the proceeds being paid in to this office for the credit of your account.

Mr. Gunliffe advises that the full purchase price (\$2000.00) has already been deposited with him, to be held subject to transfer of title, and we are today advising the Superintendent of Lands that we consent to this transfer.

With regard to your transaction with Mr. Hinosuke NAKATA, our letter of the 1st October explained our position in the matter. The consideration due Mr. Nakata (\$500.00) having been deposited in his account this money is available to him subject only to your claim for certain charges which you have stated are due to you. When you have specified what those charges are and we have obtained Mr. Nakata's confirmation and approval your claim will be paid and the balance of Mr. Nakata's funds freed for his own use.

With regard to your regular monthly remittances, our letter of the 1st October explained that these were suspended while you were being considered for repatriation. The regular post-dating of your file (for attention each month) was again suspended pending receipt of your reply to our letter of the 8th December. We regret that the receipt of this reply from your Solicitor, under date of 31st December, was overlooked. Payments are being brought up to date at once, December/March remittances being despatched through the British Columbia Security Commission as usual. While the system now in use should ensure against a regular remittance being overlooked you are invited to inquire direct of this office whenever your remittance does not reach you by say the 15th of the month.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

c.c. to Mr. Frank S. Gunliffe.

FRANK S. CUNLIFFE & CO.
BARRISTERS, SOLICITORS
NOTARIES

IMPERIAL BUILDING
NANAIMO.
BRITISH COLUMBIA

EVACUATION SECTION	
Rec'd	MAR 11 1944
File No.	5889
Ans.	
Referred	Bell

March 3, 1944.

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

Dear Sir:-

Your File No. 5859
Re: F. Koyama, Registered No. 08027

Referring to my interview with Mr. Bell in Vancouver yesterday, I now confirm that Mr. Koyama has agreed to sell to R. Howard Ormond, Jr. Lot 1 and the remainder of Lot 2 of Section 1, Nanaimo District, Plan 2952, for the sum of \$2,000.00 cash.

Mr. Ormond, the purchaser, has deposited the sum of \$2,000.00 with me to complete this purchase on the understanding that the purchase price will not be paid out by me until he, Ormond, has obtained registration of the title in his name.

As you are aware, I have Koyama's Power of Attorney and I shall be glad if you will write to the Registrar of Titles in Victoria consenting to this transaction. I will execute the Deed on behalf of Mr. Koyama in favor of Mr. Ormond and as soon as the Deed is registered I will remit the proceeds to you.

I am writing today to Mr. Koyama informing him of my interview with you and pointing out the reasons why his monthly payments were suspended recently but that since my letter to you of December 31st giving you the information you asked for in your letter of December 8th, the failure to make his monthly remittances has been an oversight on your part. I am also explaining the situation to him with regard to Nakata.

Yours truly,

FSCwt



FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

March 6, 1944.

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

Dear Sir:

Re: F. Koyama, Registered No. 08027
Your File No. 5889-1

EVACUATION SECTION	
Rec'd	MAR 7 1944
File No.	5889
Ans.	
Referred	<i>Ball</i>

I acknowledge receipt of copies of your letters of March 2nd to Mr. Koyama and copy of your letter of March 3rd to the Superintendent of Lands.

I regret to say that on Saturday, the 4th instant, I received a wire from Mrs. Koyama informing me that that day Mr. Koyama had passed away and that she was writing to me.

Under the circumstances my Power of Attorney for Mr. Koyama is revoked, although I expect Mrs. Koyama will want me to continue to act for her. In any event, it will be sometime before we are able to get matters straightened around.

I will point out that your letter to the Superintendent of Lands would only have to do with the application now pending before him for a lease of the foreshore. The Superintendent has nothing to do with the title of the land which is being sold to Mr. Ormond. Your consent in connection with that transaction should be forwarded to the Registrar of Titles, Court House, Victoria, B. C. However, in view of the death of Mr. Koyama it may be simpler to have a conveyance made from the Custodian to Mr. Ormond and if you will let me have particulars as to how the Custodian is described in such a conveyance, and who executes it on behalf of the Custodian I will be glad to draw the conveyance and forward it to you for execution.

Yours truly,

[Handwritten Signature]

FSCwt

ALL COMMUNICATIONS IN REFERENCE TO LAND
MATTERS SHOULD BE ADDRESSED TO
THE SUPERINTENDENT OF LANDS



VICTORIA, B.C.
March 8th, 1944.

DEPARTMENT OF LANDS
LANDS BRANCH

Your File 5889/1

R. G. Bell, Esq.,
Administration Department,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings and Granville,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	MAR 9 1944
File No.	5889/1
Ans.	
Referred	Bell

sent to you

Please refer to File 0147337 -
Attention "Leases"

Dear Sir:

I acknowledge your letter of the 3rd instant furnishing further information with respect to the matter of transfer of title of the upland property of Fujikazu Koyama to Robert H. Ormond, Jr., situated near Exit Channel, Nanaimo District, in connection with which Mr. Ormond has applied to lease the foreshore fronting thereon recently surveyed as Lot 193, Nanaimo District.

This Department has not at this date proceeded in the matter of the issuance of a lease in favour of Mr. Ormond as we are not yet in receipt of advice with respect to the matter of the existing improvements on said foreshore Lot 193, which are valued at \$3,000.00. The Department would appreciate advice in this regard at the earliest possible date in order that annual rental on the proposed lease may be set and issuance of the lease proceeded with.

Your obedient servant,

Thomas A. Taylor

Superintendent of Lands.

REB/MR

5889.

March 21st, 1944.

Messrs. Frank S. Ouncliffe & Co.,
Barristers & Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Fujikazu KOYAMA - Reg. No. 08027.

We are in receipt of your letters of the 3rd, 6th and 17th instant, from which we were sorry to learn of the death of your client.

If you will let us have an affidavit outlining the relevant facts of the situation, supporting this document with a certified copy of any documentary evidence of Mr. Koyama's acceptance of Mr. Ormond's offer, we will place these before the Advisory Committee with our recommendation that the transaction be allowed to go through.

It would still be necessary to turn over to this office the purchase price deposited with you by Mr. Ormond. Following our usual practice in such cases we will turn the estate over to the Official Administrator.

We assume Mrs. Koyama will want you to continue to act for her as you did for her husband, and we shall be glad to know in due course whether Mr. Koyama left a Will.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

EVACUATION SECTION

Rec'd APR 17 1944

File No. 5889/1

Ans.

Referred

Bed

TELEPHONE 414

P.O. BOX 116

NANAIMO.

BRITISH COLUMBIA

April 14, 1944.

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

Dear Sir:-

Re: Estate of Frank Koyama, deceased
Reg. No. 08027 - File No. 5889/1

I now enclose herewith, executed in duplicate,
Power of Attorney which has been given to me by Mrs.
Taka Koyama, widow of the late Frank Koyama.

The original will have to be registered
in the Land Registry Office.

I understand that Dr. Ishiwara left with
you the key to Mr. Koyama's safety deposit box in
the Royal Bank of Canada here. Will you kindly let
me know when it would be convenient to open and in-
spect the contents of this box, as I take it you will
have a representative present and also that the Gov-
ernment Agent here will be present to list the contents
for the Succession Duty Office.

As I am starting on a trial next Monday morn-
ing which may last several days and have to be in
Victoria the following week, I think perhaps next
Saturday morning, the 22nd instant might be the best
time for me.

Yours truly,

H. Cunliffe

FSCwt
Enc. 1.

ALL COMMUNICATIONS IN REFERENCE TO LAND
MATTERS SHOULD BE ADDRESSED TO
THE SUPERINTENDENT OF LANDS



VICTORIA, B.C.

DEPARTMENT OF LANDS
LANDS BRANCH

April 18, 1944.

Your File 5889/1

R. G. Bell, Esq.,
Administration Department,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings and Granville,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	APR 19 1944
File No.	5889/1
Referred	<i>Bell</i>

Please refer to File 0147337 - *sent to Bell*
Attention "Leases"

Dear Sir:

Referring to my letter of the 8th ultimo with regard to the matter of the improvements existing on foreshore Lot 193, Nanaimo District, under application to lease by Robert H. Ormond, Jr., to which no reply has been received, I would be pleased if you would furnish the information requested therein at the earliest convenience, as we are unable to allow the matter to remain outstanding indefinitely.

In this connection it is noted in your letter of the 3rd instant that Mr. Ormond Jr., has deposited with Messrs. Frank S. Cunliffe and Co., solicitors for the Japanese interests, full purchase price agreed upon.

It is understood in this regard that if any of the moneys paid by Mr. Ormond Jr., is in respect of the sale of the existing improvements on foreshore Lot 193, Nanaimo District, the moneys so paid shall not be placed to the credit of the Japanese interests concerned by reason of such improvements being the property of the Crown (Provincial) under the administration of this Department.

Your obedient servant,

Thomas Saylor
Superintendent of Lands.

REB/MR

5889.

April 19th, 1944.

The Superintendent of Lands,
Department of Lands,
Lands Branch,
Victoria, B. C.

Dear Sirs:

Ref.: Your File 0147337 - "Leases",
Fujikawa KOYAMA - Reg. 08027.

We are in receipt of your letters of the 6th ultimo
and 18th instant.

The transaction to which you refer in the second
paragraph of your letter of the 18th is the second, and still
uncompleted transaction between the above Evacuee and Mr. Robert
H. Ormond. It consists of the sale of the balance of the late Mr.
Koyama's real property at Nanaimo. It is not clear from the legal
description of the property in our possession whether foreshore is
involved but we understand it is not, this property being all upland
property without improvements.

The only other transaction between the same parties is
covered by an Agreement dated 28/2/1942, a date prior to which the
Japanese interests became vested in the Custodian, although subsequent
payments under the Agreement came to this office.

Your references to Improvements in an area covered by
a foreshore lease to be granted to Mr. Ormond, is not quite clear to
us and we are therefore passing on copies of your above-mentioned
letters to Mr. Frank S. Gunliffe, the late Mr. Koyama's attorney, who
also holds the widow's Power of Attorney and has applied for letters
of administration, and who will be in the best position to answer your
questions.

We hope to learn in due course that all questions have
been satisfactorily disposed of and Mr. Ormond granted his foreshore
lease.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/V.
c.c. to Mr. Frank S. Gunliffe.

5889.

April 19th, 1944.

Messrs. Frank S. Cunliffe & Co.,
Barristers & Solicitors,
Imperial Building,
NANAIMO, B. C.

Dear Sirs:

Re: Fumikazu (Fred) Koyama - (Deceased).

We enclose copies of two letters we have received from the Superintendent of Lands, Victoria, under date of the 8th ultimo and 18th instant, together with copy of our reply of today.

Mr. Ormond, who called today, advised us that he desires to dispose of his business and is therefore anxious to secure the foreshore lease which, he informed us, is ready for signature by the Superintendent of Lands.

We understand that Mr. Koyama had no lease agreement but assume his interest in the Improvements on the foreshore was protected by permission to build or the payment of rent or taxes and that there should be little difficulty in having all questions disposed of by the granting of the desired foreshore lease to Mr. Ormond.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

FRANK S. CUNLIFFE & CO.

BARRISTERS. SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

April 21, 1944.

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

EVACUATION SECTION

Rec'd APR 24 1944

File No. 5889

Ans.

Referred *Bill*

Dear Sir:-

Re: Frank Koyama, Deceased

I beg to acknowledge receipt of your letters of April 18th and 19th, 1944, and the return of the Power of Attorney granted to me by Mrs. Koyama.

With regard to the opening of the safety deposit box, I would point out that the bank manager only acts in those places where there is no government agent, and the practice of the Finance Department as far as Nanaimo is concerned, requires the attendance of the government agent or someone representing him when the safety deposit box is opened. The government agent then makes a list of the contents of the box and forwards the list to the Succession Duty Office.

I would suggest that you send the safety deposit box key in question to the government agent in Nanaimo in order that the box can be opened and inform the government agent that I am acting for Mrs. Koyama and wish to be present when the box is opened. The government agent or his representative can then attend at the bank with me at such time as we can mutually agree upon, the box can be opened, a list made of the contents and the government agent could return the key to you with a copy of the list.

If this suggestion is agreeable to you then I will be glad if you will also instruct the government agent to consent to the delivery out of the box to me of any will or testamentary document which is in the box. In this connection I might say, that that is the practice of all other safety deposit boxes, namely, that the person opening the box is allowed to take out of it the will or testamentary document. The other contents of the box are not released until the Estate has passed through the Succession Duty Office and a release obtained by payment of the Death Duties. Of course, it is impossible to commence the probate proceedings without having the will if there is any.

Will you kindly give this matter your early attention.

Yours truly,

W. Cunliffe

FSCwt

April 22, 1944.

Superintendent of Lands,
Parliament Buildings,
Victoria, B. C.

Attention: "Leases"

Your File 0147337

Dear Sir:-

I am in receipt of a letter from Mr. Bell of the Administration Department of the Japanese Evacuation Section, with reference to the lease applied for by Mr. R. H. Ormond, Jr. over part of the foreshore in Exit Channel which I understand was recently surveyed as Lot 193, Nanaimo District.

For your information I might say that the original Agreement between Mr. Ormond and Mr. F. Koyama, the Japanese Vendor, is dated February 28th, 1942 and was, of course, registered in the Land Registry Office. That Agreement covered, inter alia, certain uplands and in addition the assets described in the paragraphs now quoted:

- "2. The business conducted by the Vendor heretofore and up to the date hereof in, upon and about the said lands and premises in connection with the buying and selling of fish and all of its produce.
3. All of the interest of the Vendor in, upon and against the lands covered with water lying, situate and being in Exit Channel immediately fronting on the above described lands and premises and immediately fronting on Lot Two (2) of Section One (1), Nanaimo District, Plan 2952.
4. All wharves, docks, floats, piles, gangways, sheds, buildings and houses, offices, equipment, lines, chains, blocks, tackle and paraphernalia of the Vendor lying, situate and being in, about and upon the said lands covered with water and the waters over the lands, which without limiting the generality of the foregoing include approximately eight buildings called houses, a garage, a shed, a storage room, a store house, three ice houses and the said wharf approach, gangway and all other structures therein or thereabout belonging to the Vendor.

April 22, 1944.

5. All and singular the goods and chattels and personal effects of the Vendor lying in, about, upon and around all of the hereinbefore described lands and premises, the said lands covered with water and the said waters over said lands, which goods, chattels and personal effects without limiting the generality of the foregoing are in part described and enumerated in the Schedule "A" hereunto annexed, which Schedule "A" is hereby incorporated as part of this document."

I trust this will give you the information you require and that you will now be able to issue the Lease to Mr. Ormond with any further delay.

Yours truly,

FSCwt

C O P Y

DEPARTMENT OF LANDS

Lands Branch

Victoria, B.C.

April 27th, 1944.

Frank S. Cunliffe & Co.,
Barristers & Solicitors,
Imperial Building,
Nanaimo, B.C.

Please refer to File 0147337.

Dear Sirs:-

I have to acknowledge receipt of your letter of the 22nd instant in the matter of an application to lease by Robert Ormond Jr. covering certain foreshore at Exit Channel, surveyed as Lot 193, Nanaimo District.

In reply I am directed to advise that after consideration of the circumstances preceding the application and the improvements effected on this foreshore during the unauthorized occupation by one, Koyama, we are prepared to issue a lease in favour of Mr. Ormond at the rate of 50¢ per front foot with an additional \$5.00 for Lease fee.

On receipt of the amount involved the matter will proceed with dispatch.

Yours truly,

"Newman Taylor"

Superintendent of Lands.

*Obtained from
Mr. Cunliffe at
his office 15/10.*

NT:BA

P.S. Any lease issued will contain a proviso for revision of the lease rental at each succeeding five year period.

"N.T."

OUR FILE

YOUR FILE

ADDRESS YOUR REPLY

Government Agent



EVACUATION SECTION	
Rec'd	MAY 2 1944
File No.	5889
Ans.	
Referred	Good.

Nanaimo, B. C.
April 29, 1944.

R. G. Bell, Esq.
Administration Department,
Office of the Custodian,
Japanese Evacuation Section,
Royal Bank Building,
Vancouver, B. C.

Your file 5889
re: Fujikazu KOYAMA - (Deceased).

Dear Sir:

In reply to your letter of the 25th inst., relative to the above, please be advised that we have contacted Mr. Cunliffe and a search of the Safety Deposit box has been made and contents listed as per attached. I am returning the Safety Deposit key also.

Yours truly,

Key returned to acct's dept to safe keeping

W. H. Cochrane

W. H. Cochrane
Government Agent.

WHC:BJ
Encls.

** put back in original envelope
H.B.*

Frank Koyama

Frank Koyama

Nanaimo

Royal Bank of Canada

Nanaimo

H. Harding

F.S. Cunliffe, Solicitor

28th

April, 1944.

1. One \$50.00 War Saving Cert. #D74601 dated Feb. 15/41 - Frank Koyama.
2. One \$10.00 War Saving Cert. #D400778 dated Feb. 15/41 - Frank Koyama.
3. 4/40 of 1 unit - Atlas Royalties Number 1 Class "A" Cert. No. 628 (Preferred) No. 1 Well - Mrs. Taka Koyama - unsatisfied & outstanding preference at date of Cert. Mar. 8/41 - \$4375.00 per unit. Transfer office Prudential Trust Co. Ltd. Trustee.
4. 4/40 of 1 Unit - Atlas Royalties Number 1 Class "A" Cert. No. 135 (Preferred) No. 1 Well - Frank Koyama - unsatisfied & outstanding preference at date of Cert. Nov. 20, 1940 - \$4375.00 per unit.
5. 4/40 of 1 unit - Atlas British Dominion No. 2 Class "A" Cert. No. 54 (Preferred) No. 2 Well - Mrs. Taka Koyama - unsatisfied & outstanding preference at date of Certificate, Feb. 28, 1941 - \$4000.00 per unit.
6. 5/40 of 1 unit - Atlas British Dominion No. 2 Class "A" Cert. No. 545 (Preferred) No. 2 Well - Frank Koyama - unsatisfied & outstanding preference at date of Certificate, Sept. 10, 1941 - \$4000.00 per unit.
7. 2/40 of 1 unit - Major Oil Investment Well No. 4, Class "A" unsatisfied & Royalty Trust Cert. (Preferred) No. 112 - Mrs. Taka Koyama - outstanding preference - July 14/41 - \$4050 per unit.
8. 2 shares Capital Stock Nanaimo Community Hotel Cert. No. 193 - F. Koyama - Shares \$100.00 each, dated Feb. 2, 1927.
9. Last Will & Testament dated Mar. 18, 1942 - Fujikazu Koyama.
10. Last Will & Testament dated Mar. 18, 1942 - Taka Koyama.

ALL COMMUNICATIONS IN REFERENCE TO LAND
MATTERS SHOULD BE ADDRESSED TO
THE SUPERINTENDENT OF LANDS



DEPARTMENT OF LANDS
LANDS BRANCH

VICTORIA, B.C.

May 17th, 1944.

Your File 5889/1

R. G. Bell, Esq.,
Administration Department,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings and Granville Sts.,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	MAY 18 1944
File No.	5889/1
Ans.	
Referred	Bell

our client

Please refer to File 0147337 -
Attention "Leases"

Dear Sir:

Referring to former correspondence in regard to the application of Robert H. Ormond, Jr., to lease certain foreshore at Exit Channel, surveyed as Lot 193, Nanaimo District, on which there are certain improvements, I am enclosing herewith copy of letter of the 15th instant to this Department from Messrs. Frank S. Cumliffe and Co., Nanaimo, for your information.

It is evident from this letter that the sale by Fujikazu Koyama to Mr. Ormond included the improvements on the Crown foreshore in question under the administration of this Department. It is accordingly necessary that an accounting be made to this Department in respect of such improvements before a disbursement is made from the proceeds of the above mentioned sale, as requested in the last paragraph of my letter to you of the 18th ultimo. In accordance with former advice to you said improvements are valued at \$3,000.00.

Your obedient servant,

Superintendent of Lands.

REB/MR
Encl.

18/5: \$2607.47

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

EVACUATION SECTION

Rec'd. MAY 23 1944

File No. 5889 *WLB*

Ans.

Referred *Ball*

TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING
NANAIMO.
BRITISH COLUMBIA

May 22, 1944.

WLB

R. G. Bell, Esq.,
Administration Department,
Japanese Evacuation Section,
508 Royal Bank Building,
Vancouver, B. C.

Dear Sir:-

Re: F. Koyama, Deceased
Your file 5889

Replying to your letter of the 19th instant, we beg to advise you that the deceased left a Will by which he left everything he possessed to his wife and appointed Mr. Robert Carruthers of Brechin, near Nanaimo, as the Executor. We have discussed the matter with Mr. Carruthers, who is willing to act as Executor, and we pointed out to him that it would be necessary for him to co-operate with you and that all funds payable to Mrs. Koyama will have to be paid to you. He is agreeable to this course and he and Mrs. Koyama wish us to act in the matter.

At the moment we are waiting for some further information from Mrs. Koyama which will be necessary before the probate proceedings can be commenced.

As soon as the Letters Probate are granted and the Estate passed by the Dominion and Provincial Succession Duty Offices, we will communicate with you again.

Yours truly,

H. Cunningham

FSCwt

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

CABLE ADDRESS, "MAYERS"
TELEPHONE, PACIFIC 7137

Vancouver
ENEMY SECTION
June 8th, 1944
Rec'd JUN 9 1944
File No.
Ans'd
Refer'd MR Bell

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

Attention Mr. Wright

Dear Sir:-

Re - Fujikazu (Fred) Koyama,
File No. 5889 Evacuee Section

We have considered your file in this matter and it appears to us that the claim of the Provincial Government is well founded to those fixtures lying within the foreshore of Lot 193, that is the wharf and sheds. You will remember that under Agreement of February 28th, 1942 Koyama sold to Robert Howard Ormond various assets set forth in that Agreement at \$8000 and we suggested getting in touch with Mr. Cunliffe, Solicitor for Ormond, to propose that Ormond acknowledge the title of the Provincial Government and take a lease on Lot 193, whereby he would get the use of these improvements during the period of the lease and he might by this lease get the equivalent rights which he would acquire by ownership. We are informed by Mr. Cunliffe that the purchaser Ormond has negotiated and obtained a lease from the Department, that is that Ormond and the Department have agreed upon the terms, lease has been prepared and it is now in Cunliffe's office for execution by Ormond.

We also understand that Ormond does not propose to make any claim for abatement of the purchase price in view of the fact that the price was not distributed amongst the various assets but merely \$8000.00 for all the assets. Further, that Ormond has resold the properties to a third person. There was an enquiry from the Department as to whether any part of the \$8000.00 included the purchase price of the improvements on Lot 193. It is quite evident that the Department is now getting all the improvements because Ormond by taking a lease from the Department is acknowledging the Department's title to the land and improvements, and therefore as the Department is retaining

Office of the Custodian.

its improvements it could have no claim on the purchase price on the ground that some of that price represents the improvements of which the Department has divested itself. Ormond has a possible claim but Mr. Cunliffe says that Ormond does not intend making any claim against the vendor or his estate.

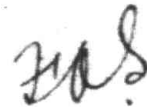
We would suggest, therefore, that the matter be allowed to proceed, that when the transfers are given to Ormond pursuant to the original agreement of sale then you take from Ormond a memorandum of satisfaction or release to the Koyama estate of all the covenants contained in the agreement.

We return herewith your file and the letter of March 17th written to you with regard to Moresby Island Fisheries.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :



FAS/EB.

ALL COMMUNICATIONS IN REFERENCE TO LAND
MATTERS SHOULD BE ADDRESSED TO
THE SUPERINTENDENT OF LANDS



DEPARTMENT OF LANDS
LANDS BRANCH

VICTORIA, B.C.

June 12th, 1944.

Your File 5889/1

R. G. Bell, Esq.,
Administration Department,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings and Granville Sts.,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	JUN 13 1944
File No.	5889/1
Ans.	
Referred	Bell

aut to you

Please refer to File 0147337 -
Attention "Leases"

Dear Sir:

With further reference to my letter of the 17th ultimo in regard to the accounting to be made to this Department with respect to a sale of the existing improvements on Lot 193, Nanaimo District, over which a lease is being issued in favour of Robert H. Ormond, Jr., I am giving hereunder a list of the improvements with their value existing on said Lot 193, as reported to this Department under date of May 20th, 1944.

1. Gas Shed and Ice House -	\$500.00,
2. Storage Shed (frame) -	250.00,
3. Store and Residence 30 x 60, not plastered, consisting of 4 rooms & store, no foundation -	1200.00,
4. Garage -	100.00,
5. Storage Shed, 30 x 55 (frame) -	250.00,
6. One cabin -	100.00,
7. One cabin and garage -	100.00,
8. Wharf -	1000.00.
	<u>\$ 3500.00</u>

Your obedient servant,

Th. W. Manly,
Superintendent of Lands.

REB/MR

5889 & 15305.

June 14th, 1944.

Messrs. Frank S. Cunliffe & Co.,
Barristers and Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Fuikama (Fred) KOYAMA - Deceased.

Further to our letter of the 19th ultimo, please
let us know whether probate proceedings have progressed to
the point where we can turn over to the Administrator the
funds required to enable him to take care of the widow's
financial needs.

Yours very truly,

R. G. Ball,
Administration Department.

RGB/P.

FRANK S. CUNLIFFE & CO

BARRISTERS, SOLICITORS

NOTARIES

EVACUATION SECTION

JUN 16 1944

Rec'd

File No. 5889 & 15305

Ans.

Referred

Bill

TELEPHONE 414

P.O. BOX 116

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

R. G. Bell, Esq.,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Vancouver, B. C.

June 15, 1944.

Dear Sir:-

Re: F. Koyama, Deceased - Nos. 5889 & 15305

Replying to your letter of June 14th, we beg to advise you that we have not yet been able to commence probate proceedings. We are awaiting a Certificate from the Secretary of State that Koyama's naturalization has not been cancelled and we are also awaiting valuations on the Oil Royalties which the Deceased held, for which there appears to be no or very little market. We are awaiting word from Mrs. Koyama as to the value of the Deceased's automobile.

As soon as we receive this information we think we should be in a position to move.

Yours truly,

[Handwritten signature]

FSCwt

In the Supreme Court of British Columbia

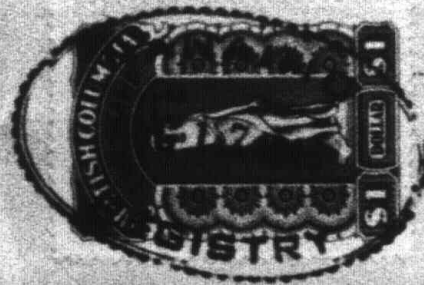
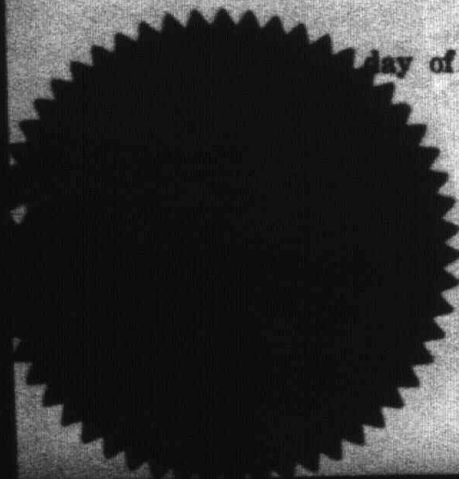


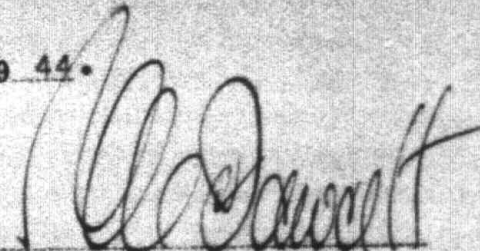
IN PROBATE.

In the Matter of the Estate of FRANK KOYAMA, otherwise deceased.
known as Fujikazu Koyama or Fred Koyama,

I HEREBY CERTIFY that the paper writing hereunto annexed and marked with the letter "A" is a true and correct copy of the last Will and Testament of the above-named deceased, and of the Probate thereof, issued out of this Honourable Court on the 16th day of August, 1944.

WITNESS my hand and Seal of the Supreme Court of British Columbia, this 16th day of August, 19 44.




District Registrar.

In the Supreme Court of British Columbia.

IN PROBATE.

NANAIMO

Registry.

Be it known that on the Eleventh day
of August, in the year of our Lord one thousand nine
hundred and Forty-four, the last Will and Testament (a copy
whereof is hereunto annexed) of FRANK KOYAMA
otherwise known as Fujikazu Koyama or Fred Koyama,
late of Greenwood, British Columbia,

deceased, who died at

Greenwood aforesaid

on or about the 4th day of March, 19 44
was exhibited, read, and proved, before a Judge of the Supreme Court of British Columbia,
and administration of all the estate which by law devolves to and vests in the personal
representative of the said deceased was granted to

ROBERT CARRUTHERS

the ----- Execut OR in the said Will named,

GIVEN under the Seal of the said Court, this 16th day
of August, A.D. 19 44.

V. C. FAWCETT.

District Registrar.

Extracted by F. S. Cunliffe, Esq.Solicitor, Nanaimo, B.C.Estate sworn under \$ 10,737.98

Probate Duty \$

Succession Duty \$

This Grant is made upon the condition that no portion of the assets shall be distributed or paid during
the War to any beneficiary or creditor who is a National of the German Reich or Italy, or to any one on his behalf, or to or on behalf of any person resident in the German Reich or Italy, or to any one on his behalf, or to or on behalf of any subject or citizen of any country at war with His Majesty, without the
express sanction of the Crown acting through the Minister of Finance; and if any distribution or payment
is made contrary to this condition the grant of probate or letters of administration will be forthwith revoked.

This is the paper writing Marked "A"
referred to in my certificate, dated the

16th day of August 1944

District Registrar.

THIS IS THE LAST WILL AND TESTAMENT of me FUJIMAZU KOYAMA
of the District of Nanaimo, in the Province of British Col-
umbia, made this eighteenth day of March in the year of our
Lord one thousand nine hundred and forty-two.

I HEREBY REVOKE all former Wills and other Testamentary
Dispositions by me at any time heretofore made, and declare
this only to be and contain my last Will and Testament.

I DIRECT all my just debts, Funeral and Testamentary ex-
penses to be paid and satisfied by my Executor hereinafter
named as soon as conveniently may be after my demise.

I GIVE, DEVISE AND BEQUEATH all my Real and Personal Es-
tate whatsoever and wheresoever in the manner following,
that is to say: unto my dear wife, Taka Koyama, for her
own use, absolutely and for ever.

ALL the residue of my Estate, both real and personal, not
herein before disposed of, I give, devise and bequeath unto

AND I nominate and appoint Robert Garruthers, of Nanaimo
District, to be Executor of this my last Will and Testament.

IN WITNESS whereof I have hereunto set my hand the day and
year first above written.

SIGNED, published and declared by the said
FUJIMAZU KOYAMA, the Testator as and for
his last Will and Testament in the presence
of us who both present together at the same
time in his presence at his request and in
the presence of each other have hereunto
subscribed our names as witnesses.

FUJIMAZU
KOYAMA

Name "Pauline Carr"
Address Palace Building, Skinner St.
Nanaimo, B. C.
Occupation Housewife.

Name "Alvin Brown"
Address 45 Cavan St. Nanaimo, B. C.
Occupation Truckman.

OFFICE COPY



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. (B.A.) K. L. YULE
J. R. YOUNG S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B.C.

September 9th 1944

CABLE ADDRESS: MAYERS
TELEPHONE: PACIFIC 7137

ENEMY SECTION

Rec'd SEP 11 1944

File No.

Ans'd

Referred

EVACUATION SECTION

Rec'd SEP 11 1944

File No. 5889

Ans.

Referred

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

Attention Mr. Wright

Dear Sir:-

Re : Fujikazu (Fred) Koyama
File No. 5889 Evacuee Section

We forwarded you a copy of the letter which we had previously written to the Department of Lands in which we pointed out that the Provincial Department received the buildings under its right as owner of the land and was also making claim from the Jap for the value of those buildings which the Crown had taken from him. We cannot quite see the basis of that claim. The Department under Mr. N. Taylor has replied that the Crown and Province has obtained the title to the buildings in question but it also wants the value of the buildings at \$3000 because the Jap had purported to sell them. There is no suggestion of any prejudice to the Crown or any wrong to the Crown whereby the Crown might have a claim in the sum of \$3000.

We think this matter can only be settled by interviewing the Department and we would suggest in the meantime that you hold the funds in that if the Provincial Department has any claim it must be on the basis of a proprietary interest in the funds in your hands, and therefore we think the funds should not be disbursed until the provincial claim is disposed of.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

FAS/EB

Per :

FRANK S. CUNLIFFE & CO.

BARRISTERS. SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 116

EVACUATION SECTION	
Rec'd	SEP 16 1944
File No.	5889
Ans.	
Referre	Bell

sent to you

IMPERIAL BUILDING
NANAIMO.
BRITISH COLUMBIA

September 14th, 1944.

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

Dear Sir:-

Re: F. Koyama, Deceased.

I now enclose herewith certified copy of Dominion Succession Duty release No. 48500. I have written to the Assessor of Provincial Succession Duties for a Certificate of Discharge in respect of those Duties and will forward it to you shortly.

I have obtained from both the Dominion and Provincial Succession Duty offices releases of the contents of the Safety Deposit box in the Royal Bank of Canada here. Would you be good enough to forward me the key to the Safety Deposit Box so that I can obtain possession of the securities (of which you have a list) and have them transferred into the name of the Executor.

Yours truly,

FSC:YH
Enc.

H. K. Koyama

valid until signed by
Inspector or his
authorized officer.

DOMINION OF
CANADA

S.D. 9 A.
For use in non-dutiable estates
only.

SUCCESSION DUTY
ACT

CERTIFICATE OF DISCHARGE Serial No. 48500

and consent to the transfer of Date Sept. 6, 1944.
property.

FOR NON-DUTIABLE ESTATES

RECEIVED SECTION
Rec'd SEP 16 1944
File No. 5889
Ans.
Referred *Bele*

IN THE MATTER OF THE ESTATE OF Frank Koyama, otherwise known as
Fujikazu Koyama or Fred Koyama
Greenwood, B.C.

WHO DIED ON March 4th, 1944.

THIS IS TO CERTIFY:

That the estate of the above person has been determined as not
subject to Dominion Succession Duties and consequently all property of
the deceased may be transferred by any person having power to make
transfers thereof.

The executor is hereby authorized to issue and certify under his own
hand copies of this certificate of discharge quoting particularly therein
the exact name of the estate as used on the form and its serial number,
and the same may be accepted for purposes of making transfers by any
person having power to make transfers of the property standing in the
name of the deceased person.

ISSUED TO Robert Carruthers

IN THE CAPACITY OF Executor of the Estate.

"C. Fraser Elliott"
Commissioner of Succession Duties.

Issued from the office of
the Inspector of Succession
Duties at Vancouver, B.C.

by "Gordon Ramsay"
An authorized officer.

This certificate shall not discharge any person liable for duty
in case of fraud or failure to disclose material facts.

I, ROBERT CARRUTHERS, Executor of the Will of Frank Koyama, deceased
certify that the foregoing is a true copy of Certificate of Discharge
Serial Number 48500 issued by the Inspector of Succession Duties in
respect of the Estate of the late Frank Koyama deceased of Greenwood, B.C.
dated September 6th, 1944.

Robert Carruthers

5889.

September 21st, 1944.

REGISTERED MAIL.

Messrs. Frank S. Cunliffe & Co.,
Barristers & Solicitors,
Imperial Building,
NANAIMO, B. C.

Dear Sirs:

Re: Fujikazu (Frank) KOYAMA (Deceased).

We are in receipt of and thank you for your letter of the 14th instant, enclosing certified copy of Dominion Succession Duty release No. 48500.

In compliance with your request, we enclose herewith Key to Safety Deposit box to enable you to transfer into the name of the executor, Robert Carruthers, the securities contained therein.

In this connection, we must point out that no distribution of any assets may be made before the question of the claim filed by the Department of Lands is settled, and it will be necessary for you to so advise Mr. Carruthers. Our solicitors, Messrs. Locke, Lane, Guild & Sheppard, expect to go into this question with the Department in Victoria this week and we hope this discussion on the spot will clarify if not settle the matter.

We have had a call from Mrs. Koyama's landlady who stated that her tenant is now 4 months in arrears with her rent. It is consequently desirable to put her in funds as soon as possible.

Yours very truly,

H. G. Ball,
Administration Department.

RGB/P.
Encl.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P.O. BOX 118

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

September 22nd, 1944.

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

EVACUATION SECTION	
Rec'd	SEP 23 1944
File No.	5889
Ans.	
Referred	Bell

Dear Sir:-

Re: F. Koyama Deceased.
Your file No. 5889.

We acknowledge receipt of your letter of September 21st, enclosing key for the deceased's Safety Deposit Box.

We enclose herewith Provincial Succession Duty Release in respect of the cash which you are holding to the credit of this account. This together with the Dominion Succession Duty Release and certified copy of the Letters Probate completes the requirements and we take it from your letters of May 26th and June 14th that you will forward these funds to the executor.

We will notify the executor that there must be no distribution of any assets until the claim of the Department of Lands is settled. We presume, however, that interim payments can be made to Mrs. Koyama and shall be glad to have your views as to how much per month you would agree to the Executor paying to Mrs. Koyama until it is possible to make a complete distribution.

As you will see from your copy of the list of the contents of the Safety Deposit Box there are some securities in the box belonging to Mrs. Koyama personally. Will you kindly let us know whether it will be in order to forward these securities to Mrs. Koyama.

OVER.....

File: 3570/44



DEPARTMENT OF FINANCE.

CERTIFICATE OF DISCHARGE

"SUCCESSION DUTY ACT" (BRITISH COLUMBIA).

(Sections 77, 82, 48.)

In the Matter of the Estate of FRANK KOYAMA, Deceased.

THIS IS TO CERTIFY that the full amount of Succession Duty payable in respect of the property or beneficial interest in property of the above-named deceased herein set forth has been paid or secured and the property or interest is therefore discharged from any further claim to Succession Duty.

The property or interest comprised in this certificate is as follows:—

Cash on hand with the Custodian (Japanese Evacuation
Section) Vancouver.....\$3201.47

This certificate is given under the terms and subject to the conditions of section 77, 82, 48 of the "Succession Duty Act."

Dated at Victoria, this 16th day of September, 19 44

AK

A handwritten signature in dark ink, appearing to be 'D. A. [unclear]', written over a horizontal line.

Authorized Representative of the Minister of Finance.

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
C. C. LOCKE

703 Rogers Building

Vancouver B.C.

ENEMY SECTION
September 27th 1944
Rec'd OCT 13 1944
File No. _____
Ans'd _____
Refer'd MR BELL

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

Attention Mr. Wright.

Dear Sirs:-

Re : Fujikazu (Fred) Koyama
Your file No. 5889 Evancee Section

On the 26th instant we interviewed the Deputy Minister of Lands outlining the position that was being taken by the Superintendent of Lands and his Department, namely that the Crown in the Right of the Province was entitled to the buildings built on the foreshore by reason of same being built on Crown lands on which there was no issue, and was further entitled either from the Custodian or from the Koyama Estate to the value of those buildings which the Province had obtained. We contended of course that the Province was entitled to take possession of the buildings but had no claim to their value, and further even assuming that Koyama in his lifetime had purported to sell those buildings to his Purchaser, Ormond, that might give rise to a claim by Ormond but no claim on the part of the Province. Mr. Cathcart stated he could not understand the contention raised by Mr. Taylor in his Department, that he agreed with us and would further consider the file and report in due course.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

EVACUATION SECTION

Rec'd SEP 28 1944

File No. 5889

Ans.

Referred Bill

TELEPHONE 214

P.O. BOX 116

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

September 28, 1944.

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

Dear Sir:-

Re: Frank Koyama, Deceased - Your File 5889.

On applying to the Land Registry Office to register the transmission of the Deceased's property in the name of the Executor, the application has been returned on the ground that the land in question was vested in the Custodian by vesting lodged on July 7, 1943.

I am not quite clear whether this means that you now have power to convey the land to the party who purchased it before Mr. Koyama's death, without the intervention of the Executor.

Will you kindly let me hear from you at your earliest convenience.

Yours truly,

H. H. H. H.

FSCwt

5889.

September 29th, 1944.

Messrs. Frank S. Gunliffe & Co.,
Barristers and Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Fujikazu (Frank) KOYAMA - Reg. 08027.

We are in receipt of and thank you for your letter of the 22nd instant.

We cannot sanction any distribution of assets until the question raised by the Department of Lands is settled. As advised you in our letter of the 21st instant our solicitors have discussed the matter with the Department and we are now awaiting their report.

These restrictions do not apply to Mrs. Koyama's personal possessions.

We will advise you as soon as we hear from Messrs. Locke, Lane, Guild & Sheppard.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

DEPARTMENT OF LANDS
Office Of
The Deputy Minister

Victoria, B. C.

Oct. 3, 1944

Messrs. Locke, Lane, Guild & Sheppard,
703 Rogers Bldg.,
Vancouver, B. C.

Dear Sirs:

Please refer to File 0147337

Having reference to correspondence in regard to improvements placed on Crown foreshore in the vicinity of Nanaimo by Japanese, and which has recently been surveyed as Lot 193, Nanaimo District, under application to lease by Robert H. Ormond, Jr., which was discussed with me recently in the Department by your Mr. Sheppard, I have since made a review of this matter and it would appear that some misunderstanding exists in connection with the disposition of the improvements in question, which are conceded to belong to the Crown.

There is evidence on our files to show that these improvements were included in the sale made by the Japanese to Mr. Ormond, and that their value was included in the consideration received by the Japanese. Furthermore, the rental charged for the foreshore is in accordance with the usual rate for foreshore of this nature in leases issued by the Crown, viz. 50¢ per front foot, and did not include any rental for the said improvements, consequently, as the matter stands at present, the disposition of these improvements was irregular, and the Crown is entitled to the consideration received therefor.

Any arrangement between the Province and Mr. Ormond in regard to rental of the premises, cannot be conceded as having any bearing on the case.

Yours truly,

"H. Cathcart"

Deputy Minister.

5889 & 15305.

October 5th, 1944.

Messrs. Frank S. Cunliffe & Co.,
Barristers & Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Fujikazu (Frank) KOYAMA - #08027.

We are in receipt of your letter of the 28th ultimo regarding the transfer of the property known as:

- (1) All of Lot 1
- (2) Lot 2, except that part thereof included in Plan 584-R, the said excepted part containing 0.12 of an acre, more or less both of Section 1, NANAIMO DISTRICT, Plan 2952

into the name of the Executor of the above Estate.

The necessary vacating certificate has been mailed to the Land Registry Office, Victoria, today, to enable you to carry out your purpose.

It is assumed that you still hold the \$2000.00 (full purchase price) paid by Mr. Ormond for this property, and that this money will be duly passed on to the Executor. In this connection we would advise that the balance standing at the credit of the late Mr. Koyama's account in our books is today \$2599.55, against which the Crown have, as you know, filed a claim for \$3500.00 (Victoria letter 12/6/1944). The claim is the subject of negotiations through our Solicitors and we are hopeful of a satisfactory outcome but are not yet in a position to approve distribution of any of this money, nor of funds in the hands of the Executor sufficient to complete cover for the above claim, but, to meet the widow's urgent need of funds we are agreeable to distribution of any excess of above requirements.

Yours very truly,

R. G. Bell,
Administration Department.

*Executor:
Robert Carruthers*

RGB/P.

*OK'd
by Mr. Wright
before mailing
H.B.*

October 19th, 1944.

Messrs. Frank S. Cunliffe & Co.,
Barristers & Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Fukuoka (Frank) KOYAMA (Deceased).

We confirm the writer's discussion with you during his call at your office on the 14th instant.

We thank you for the copy of the letter addressed to you by the Superintendent of Lands, Victoria, under date of 27/4/1944, and we confirm that that Department's claim against the Koyama Estate remains unsettled, and that until it is settled we are not free to release the funds we hold in this account.

We were glad to learn that there is a substantial balance in Mr. Koyama's personal account in a Bank near Greenwood, where he resided, and we confirm our recommendation that the official Administrator, Mr. Robert Carruthers, meet the widow's pressing need for funds by making her regular monthly payments from this account. Until the above-mentioned Crown claim interrupted payments we were sending Mrs. Koyama a regular monthly remittance of \$100.00 from the husband's funds in our hands, last payment being for the month of May. As Mrs. Koyama is now seriously in arrears with her rent, and possibly other current expenses, it will be necessary to put her in a position to liquidate these arrears.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

ADDRESS ALL COMMUNICATIONS TO
THE REGISTRAR



LAND REGISTRY OFFICE
VICTORIA

ENEMY SECTION	
Rec'd	JAN 16 1945
File No.	
Ans'd	
Refer'd	

Reply Reference A.S.

January 15th, 1945

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

EVACUATION SECTION	
Rec'd	JAN 16 1945
File No.	5889
Ans.	
Refer'd	Wright

Dear Sir:

- Re Fujikazu Koyama deceased and Lots 1 and 2 of Section 1, Nanaimo District, Plan 2952 Except part 0.12 of an acre of Lot 2 shown outlined in Red on Plan 584-R.

Your file 5889, Police Registration
No.08027 -

This land is presently registered in Robert Carruthers as executor of the above deceased under Certificate of Title 34052-N which dates from October 28, 1944.

Previously the land was vested in the Custodian by Certificates dated June 23, 1943 and filed here on July 7, 1943 under D.F.51094 and 51095. These vestings were vacated by your Certificate dated October 4, 1944 filed here on October 28, 1944 under D.F.52786.

By a conveyance given in December 1944 the Executor has conveyed the property to Robert Howard Ormond for \$2000. and application to register the purchaser is now under consideration.

Before I register the purchaser I should like to know whether you consent to the transaction.

Yours truly,

H.J. Crane
Registrar

[Signature]
per A

AS/LS

ADDRESS ALL COMMUNICATIONS TO
THE REGISTRAR



LAND REGISTRY OFFICE
VICTORIA

Reply Reference A.S.

January 29th, 1945

EVACUATION SECTION	
Rec'd	JAN 31 1945
File No.	5889
Ans.	
Referred	Bill

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

Dear Sir:

- Your file 5889
- Re Fujikazu Koyama deceased -

I have your letter of January 27th and, in reply, there seems to be some mistake as the subject referred to in my letter of the 15th instant is closed.

By that letter I asked for your consent to the registration of a conveyance from Robert Carruthers Executor of the will of the above to Robert Howard Ormond of Lots 1 and 2 of Section 1, Nanaimo District, Plan 2952, EXCEPT 0.12 acres of Lot 2 shown outlined in Red on Plan 584-R. Your letter of the 16th instant consented to this and enabled the registration to proceed and closed this aspect of the matter. Your present letter raises the question of a claim of the Lands Department. I am not aware of this nor can I envisage it.

In view of this would you be good enough to look into the matter again?.

Yours truly,

H.J. Crane
Registrar

per *AS*

AS/LS

5889.

January 31st, 1945.

Your Ref.: A. S.

The Registrar,
Land Registry Office,
Victoria, B. C.

Dear Sir:

Re: Fuiikama KOYAMA (Deceased).

We are in receipt of your letter of the 29th instant, replying to our letter of the 27th.

Our letter of the 27th should have been addressed to the late Mr. Koyama's lawyer, and we apologise for any inconvenience caused by our mistake.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

FRANK S. CUNLIFFE & CO.
BARRISTERS, SOLICITORS
NOTARIES

TELEPHONE 414
P.O. BOX 116

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

March 20th, 1945.

R. G. Bell, Esq.,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
VANCOUVER, B.C.

Dear Sir:-

Re: Estate of Frank Koyama, Dec'd.

Your File No. 1083. 5889.

We received from Mrs. Koyama a letter dated March 13th, containing an accompanying letter a copy of which we are enclosing herewith.

Mrs. Koyama states that she wishes to have the goods shipped to her in Greenwood, B.C. and instructs us to take care of the matter.

We would be glad if you would kindly authorize us to do this.

Yours very truly,

F. S. CUNLIFFE & CO.,

JK:YH
Enc. 1

Per: *[Signature]*

EVACUATION SECTION	
Rec'd:	MAR 21 1945
File No.	5889
Ans.	
Returned	<i>[Signature]</i>

C O P Y

Townside Rd.,
Nanaimo, B. C.
March 8, 1945.

Dear Mrs. Koyama:-

I am writing this to let you know that J. W. James Auctioneer of Nanaimo, who says that he is an agent for the custodian of Japanese property, advised me today that he intended coming to inspect goods left with me. He also says that we are liable to a 500 dollar fine for not having reported that we received same in the first instance to take care of. I understand that the goods are insured with W. H. Jones insurance agent of Nanaimo. I told him so, but he said that made no difference whatsoever, so I think you had better let us know per return of mail what you intend doing about it. He also said that we could not ship any goods anywhere without first of all getting permission from the custodian.

Yours sincerely,

"MRS. W. JOHN"

Hoping you are in the best of health.

5889 & 15305.

April 3rd, 1945.

Messrs. Frank S. Gunliffe & Co.,
Barristers & Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Taka (Mrs. Fujikazu) KOYAMA - Reg. #08025.

We have to acknowledge receipt of your letter of the 20th ultimo, enclosing copy of a letter addressed to Mrs. Koyama by Mrs. W. John.

In many cases Evacuees left personal property in the custody of friends and the Custodian did not object to this procedure so long as all such articles were included in the declaration ("JPS" form) of assets required of each individual.

We do not appear to have any record of goods left with Mrs. John but if you will obtain a complete list from Mrs. John our Chattels Department will see what can be shipped to Mrs. Koyama and decide what, if anything, should be done regarding anything that cannot be so shipped at the present time.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

EVACUATION SECTION

Rec'd JUN 15 1945

File No. 5889

Referred *Bul*

IMPERIAL BUILDING

NANAIMO.

BRITISH COLUMBIA

TELEPHONE 414

P.O. BOX 116

June 13, 1945.

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

Dear Sir:-

Re: Estate of Frank Koyama, Deceased
Your File No. 5889

With reference to our letter to you of March 20th and your reply of April 30th, we have looked into this matter and find that there are approximately 23 boxes and 2 baskets containing goods apparently belonging to the Deceased Frank Koyama and stored with Mrs. W. John.

Naturally Mrs. John does not feel that she is at liberty to open up any of these boxes and make a list of the contents, nor does there appear to be any reason why she should be expected to do so. According to our information from Mrs. Koyama, these boxes consist of kitchen utensils, bedding and other articles for ordinary household use.

Presumably, the Executor should take charge of these but there is nothing he could do with them and no doubt they should all be shipped to Mrs. Koyama at Greenwood.

Will you kindly let me know whether it would be in order to ship them accordingly.

Yours truly,

J. L. Chamberlain

FSCwt

*Provides for shipment
Custodian will not object
K. W. W.*

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver, B.C.

June 30th 1945.

CABLE ADDRESS "MAYERS"

TELEPHONE PACIFIC 7137

ENEMY SECTION

JUL 3 1945

Rec'd

File No.

Ans'd

Refer'd

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

Dear Sir:-

Re : Fujikazu Koyama,
File No. 5889, Evacuee Section

We are enclosing herewith copy of a letter, which we have today received from our agents, Crease, Davey & Company at Victoria and copy of letter from the Department of Lands to Crease, Davey & Company. We had thought that by employing local agents who could be in continuous contact with Mr. Cathcart, Deputy Minister of Lands and with the Minister and that it would be possible to have this matter referred to a provincial law officer, and in that event we would anticipate no difficulty in having him appreciate your position. We had thought in our interviews with Mr. Cathcart the matter was settled but apparently after we left there was a change of point of view or something; that practice seems to have continued. Our agents seem to have had no more success than we had. We would suggest that you merely let the matter stand until Cathcart refers it to some one else. Mr. Cunliffe acting for the purchaser had a proposal and we are writing him for particulars thereof; also the writer will be in Victoria shortly and we will endeavour to discuss it with the Deputy Attorney General.

Yours truly

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB.

DEPARTMENT OF LANDS
and Forests

June 28th, 1945.

Messrs. Crease, Davey & Co.,
620 View Street,
VICTORIA, B.C.

Please refer to File 0147337

Dear Sirs:-

Referring to former correspondence regarding the claim of the Province to payment of moneys for certain improvements on Crown foreshore in the vicinity of Nanaimo, surveyed as Lot 193, Nanaimo District, over which a lease was issued in favour of Robert H. Ormond, Jr.; I have to inform you that the improvements on this Crown foreshore were included in the price paid by Mr. Ormond for the property, covered by the agreement dated February 28th, 1942, entered into with Fred Koyama, Japanese. Under the circumstances this Department did not consider it was warranted in making any additional charge for such improvements, and we must therefore look to the Custodian for payment to the Crown for the value of same at the date of issuance of the lease, viz : 28th of November, 1943.

Yours truly,

H. Cathcart,

Deputy Minister.

Crease, Davey, Lawson, Davis, Gordon and Baker
Barristers, etc.,

403 -413 Central Bldg.,
VICTORIA, B.C.

Messrs. Locke, Lane, Guild & Sheppard,
Barristers, etc.,
Rogers Bldg.,
Vancouver, B.C.

Re : Custodian and Koyama

Dear Sirs:-

After some correspondence with the Deputy Minister of Lands, in the course of which we were told that the matter had been referred to some law officer of the Crown, though we could never discover to whom, we have finally received a letter dated June 28th of which we enclose copy.

This seems to make it rather hopeless to carry the correspondence any further.

At the outset, we pointed out to the Department that Koyama had merely been paid for a quit-claim, and that if for instance he had found someone foolish enough to pay him for a quit claim to the Parliament Buildings, this would give the Crown no legal claim to the money received. It took the Department a long time to see any answer to this, and they kept on saying the matter was under advisement; now this letter seems to make it clear that they are not even trying to keep the matter on a legal basis, but are in effect acting on their idea of what is fair.

Since presumably the legal aspect is the only one that concerns you or the Custodian, it seems to us that his best course is to ignore the Department's claim. It seems very unlikely that they will attempt any proceedings, or that they will succeed if they do.

Yours very truly,

CREASE, DAVEY, LAWSON, DAVIS GORDON & BAKER

Per D.M. Gordon.

BM/encl.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414
P. O. BOX 110

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

February 9th, 1946.

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

EVACUATION SECTION	
Rec'd	FEB 11 1946
File No.	5889
Ans.	
Referred	Bur

Dear Sir:

Re: Estate of Fred Koyama, Deceased

We have written several letters to your solicitor, Mr. Sheppam, attempting to have him obtain your consent to the Executor of the above Estate attempting to settle the claim of the Department of Lands against the Estate. We have had no reply to our letters, and as it is imperative that this matter be settled we are taking the liberty of writing you direct.

Mr. Carruthers, the Executor of the Estate, is not in sympathy with the Government's claim and is prepared to do everything necessary to protect the Estate against it should the matter be turned over to him.

Mrs. Koyama's funds are rapidly being depleted, and within three or four months she will be almost destitute. Further, there is a very real danger that she may be deported in the near future. It seems monstrous that in these circumstances this matter should remain in its present unsatisfactory state. As solicitors, for the Executor of the Estate we are most anxious to clear it up as soon as possible.

Would you kindly give this matter your attention, and let us have a reply by return.

Yours very truly,
F. S. CUNLIFFE & CO.
Per D. S. McTavish
D. S. McTavish

February 22nd, 1945.

Messrs. Grease, Davey & Company,
Barristers, etc.,
Central Bldg.,
VICTORIA, B.C.

Attention Mr. Gordon

Dear Sirs:-

Re : The Custodian and
Fujikazu Koyama

We are acting for the Custodian of Enemy Property who succeeded to the interest of Koyama, a Japanese, upon his being evacuated, and against the Custodian the Provincial Department of Lands has made a claim of \$3000.00 or perhaps \$3500.00 arising out of certain transactions of Koyama. We had thought that the Department (that is the Provincial Department of Lands) had no claim and so advised the Custodian. We took the matter up with the Deputy Minister of Lands and later he wrote that he considered the claim valid. We expected that some member of our firm would be in Victoria before this and again take the matter up but in the meantime it has dragged beyond reason. As the matter is between two Departments, the Secretary of State and the Provincial Department of Lands, it should be settled. As a basis of settlement we would suggest that you have the Deputy Minister of Lands refer to the Provincial law officers and the two of you arrive at some settlement, which you could recommend as warranted by the facts. You will not be able to make a binding arrangement as that must be made by the Secretary of State, but no doubt any recommendation we may make will be adopted. The facts are as follows :-

Koyama owned in fee certain uplands situate in the Nanaimo District (Clause 1 of the Agreement of Feb. 28th, 1942); he owned without right the freshore owned by

Messrs. Grease, Davey & Company.

the Crown in the right of the Province and built wharves, buildings and various structures partly on the uplands, and partly on mostly on the foreshore; under an agreement of February 28th, 1942 between Koyama as Vendor and Ormond Jr., as Purchaser, and Robert Howard Ormond, Sr., as Guarantor, Koyama agreed to sell :-

1. The freehold (Clause 1 of Agreement).
2. The business (Clause 2 of Agreement)
3. "The interest of the Vendor" in the lands covered with water (Clause 3).
4. All wharves, etc., "of the Vendor " on the lands covered with water.

You will observe the difference drawn between the subject matter of the sale arising out of the freehold and the business of the Vendor which are sold absolutely, and the subject matter of the foreshore in respect of which the Vendor sells "his interest " or the wharves etc., "of the Vendor", and that distinction between the property in the freehold and property on the foreshore is carried out again in Clause 4 of the Agreement where the Vendor covenants to convey the lands by deed excepting those lands covered by water and in respect of those covered by water he undertakes to quit claim his interest "if any." It, therefore, appeared to us that the Vendor has given no warranty whatsoever as to his having any interest in the foreshore or the structures thereon, but the purchaser is required to take a chance, that is to take the extent of the Vendor's interest if any; that is to take a chance on the Vendor having any interest and on the extent of that interest.

On July 15th, 1942 this Jap was evacuated (he died on March 4th, 1944) and it is his next-of-kin which includes a widow to whom the monies would presumably be paid. Following the Agreement Mr. Cunliffe, Barrister at Nanaimo, applied to the Department for a lease of Water Lot 193; that we believe is the foreshore property. Eventually Ormond Jr., resold to some third person; the purchase money was paid or at least held available for some time pending the making of title; on May 12th, 1944 the Department wrote Cunliffe presumably making some claim for the proceeds and on May 15th, 1944 Cunliffe replied

Messrs. Grease, Davey & Company.

referring to the demand for an accounting of the improvements on the foreshore and stated that the sale to Ormond covered "the uplands, Koyama's interest if any in the foreshore and wharves thereon ---for an all around sum of \$8000.00" and that Gunliffe was unable to see how that could be divided. May 17th, the Provincial Supt. of Lands wrote to the Custodian demanding \$3000 being the value of the improvements on the foreshore and on June 12th, 1944 the Supt. gave details of his valuation of these improvements amounting to \$3500.00; on June 21st, 1944 on behalf of the Custodian we wrote to the Department that there had been no divesting of the Department of its title in the improvements on the foreshore and further there had been no sale or warranty by the Jap to Ormond, and asked him to inform us if we had misunderstood the facts. On July 13th, 1944 the Department wrote to us as follows :-

1. That Koyama was a trespasser and the buildings on the foreshore were the property of the Crown and therefore would not pass to Ormond under the Agreement.

2. That the Purchaser had paid the money to Gunliffe and Company to complete the purchase and that the Department was prepared to lease the foreshore to Ormond, but expected the Custodian to pay the Department the value of the improvements thereon.

On August 8th the Superintendent wrote asking for the payment of the \$3000 as Ormond was pressing for the lease; presumably the Department had held up the lease until such time as the \$3000 should be paid to them. In September last the writer took the matter up with Mr. Cathcart, the Deputy Minister, who stated he would enquire into the matter and on October 3rd he wrote that the lease by the Crown to Ormond was issued on the usual basis and did not include any rental for the improvements, "consequently as the matter stands at present, the disposition of these improvements was irregular, and the Crown is entitled to the consideration received therefor." We assume this is on the assumption that Koyama purported to sell the improvements and did receive consideration therefor and has disregarded the agreement that he is selling only his interest if any, therefore was not selling the interest of the Crown.

On November 14th we replied to the Deputy Minister and

- 4 -

Messrs. Grease, Davey & Company

on November 20th the Deputy Minister wrote us to the following effect as we understand it, that is, Ormond had purchased the improvements on the foreshore in good faith, therefore the Jap erroneously disposed of the Crown buildings; on January 15th, 1945 Mr. Cunliffe wrote the Custodian wishing to know what progress had been made with regard to the claim of the Department, and also whether the Custodian intended to contest the claim on behalf of the Executor; that of course we do not propose to do as this is a matter between the two Departments and should be settled between them, but in any event as Cunliffe has acted throughout for Ormond, the purchaser, and Assignee it is quite obvious that Ormond has not taken the position he has bought the improvements on the foreshore, or anything beyond the chance of the Vendor having some interest therein.

When the matter was submitted to us we advised the Custodian rightly or otherwise that the Provincial Department had no claim whatsoever upon these funds; that would appear to us to follow for the following reasons:-

1. That the Province had not been divested of any interest; all parties recognized the right to the title to the foreshore being in the Crown in the right of the Province, and the Crown had the right to all construction thereon; that position was asserted by the Province by its letter of July 13th, 1944 and such right was asserted by the Department in granting the lease or in purporting to grant the lease. Therefore, it appeared to us the Province was in a position where it had taken the buildings which the Jap had constructed on the foreshore and then demanded also from the Jap the value of the buildings which it, the Department, had taken from him. Perhaps we are narrow minded but just could not see the basis for this claim.

2. The Department appears to take the position that the Jap sold the structures on the foreshore to Ormond, therefore the Jap owes these structures to Ormond, therefore the Province although not divested of the title to them has a right to the monies which the Jap received for these structures. It appears to us that the Department is wrong in so thinking. The agreement states that

Messrs. Cressie, Davey & Company.

the Jap is selling his interest, if any, not the title to the structures and that seems to be the position which Cunliffe implies in his letter of January 15th, 1945. Further Cunliffe informed the writer that Ormond never took the position he had a claim for damages against the Jap, or that there was any breach of warranty. If there is any issue on this perhaps it could be cleared up by referring it to Cunliffe. Further assuming that the Jap has warranted title that might give Ormond a claim but we cannot see that it would divest the Crown in the right of the Province of any title, or give the Crown any claim to these funds.

3. The amount of \$3000.00 or \$3500.00 claimed is on the valuations of these structures on the fore-shore but even the arithmetic would appear to be wrong for if the Crown is asserting its share to the proceeds, that is a right of tracing then we would expect that the proceeds would be divided rateably according to the respective interests which contributed to the sale, but in any event as Cunliffe points out in his letter of May 17th he does not see how you can place any value on the sale of an interest if any coupled with a sale of an absolute interest in the uplands and business.

We would, therefore, be obliged if you would have the Department refer the matter to one of the law officers and endeavour to arrange a settlement. We should think there could be no dispute on the facts but the agreement must determine the extent of the sale. However if there be any issue on the facts that could, no doubt, be settled by referring the matter to Mr. Cunliffe, and thereupon we would be obliged if you would endeavour to arrange some basis of agreement.

We have no interest in withholding from the Department any of these monies which may be due to it, and certainly no interest in supporting a Japanese subject against the Province, but as these monies are public funds we cannot approve a claim which we regard as unfounded. By reason that the claim is between the Department we think that we should not stand upon technicalities, and if there be any claim of substance by anyone though technically not in the province we might accept such a claim upon the Custodian being protected by proper assignment or order in favour of the Department.

Messrs. Grease, Davey & Company.

If the Jap had sold to Ormond these improvements of the Crown so that Ormond had a claim in damages we could ask Ormond for directions to pay those monies to the Department. There would then be some basis for a claim and we could either regard as a technicality that there was no privity with the Province or obtain from Ormond his directions to pay the Province the damages which were due to him. However, we consider there is a claim neither by the Province nor by Ormond, for according to the Agreement the Jap sold nothing and Ormond purchased nothing belonging to the Province.

We would be obliged, therefore, if you would take this up with the Department and with the law officers, if you consider our suggestion of any value, with a view to arriving at a settlement on a basis which you could recommend. We have no objection to your showing this letter to anyone you may wish.

We are enclosing the documents or copies of the documents to which we have referred.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB.
encl.

DEPARTMENT OF LANDS & FORESTS
Office of
The Deputy Minister of Lands
Victoria, B.C.

February 23rd, 1946.

Messrs:
Frank S. Cunliffe & Co.,
Surveyors, etc.,
P. O. Box 116,
Nanaimo, B. C.

Please refer to File 0147337

Dear Sirs:

I acknowledge receipt of your letter of the 18th instant in regard to the claim of the Province to payment of moneys for certain improvements on Lot 193, Nanaimo District, comprising certain foreshore in the vicinity of Nanaimo, and over which a lease was issued in favour of Robert H. Ormond Jr.

In reply I have to inform you that on obtaining advice in respect of this matter it has been decided not to take any legal action regarding same.

Yours truly,

"H. Cathcart"

Deputy Minister.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414
P.O. BOX 110

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

March 7th, 1946.

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

EVACUATION SECTION

Rec'd MAR 8 1946

File No. 5889

Ans. 9/3/46

Referred

Bel

Dear Sir:

Re: Estate of Fred Koyama, Dec'd

We received no reply to our letter in the above connection dated February 9th, 1946. As we were most anxious to settle this matter we then wrote direct to the Department of Lands & Forests and they have advised us that they are not taking any legal action against the above Estate.

We enclose herewith a copy of the two letters which we have received from the Deputy Minister of the Department of Lands & Forests in this regard. Would you, therefore, kindly arrange to turn over to the Executor of the above Estate any monies which you have on hand to the credit of the Estate and also authorize us to pay out monies that we hold belonging to the Estate.

We are most anxious to settle this matter at the earliest possible moment in order that we may conclude this matter

Yours very truly,

F. S. CUNLIFFE & CO.,

Per:

D. S. MCTAVISH

McTbb
Encls. 2

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.) H. L. YULE
J. R. YOUNG S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B.C.

March 8th, 1946.

CABLE ADDRESS: "MAYERS"
TELEPHONE: PACIFIC 7137

REC'D MAR 9 1946
File No. 5889
S. H. Shears

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

Attention Mr. Shears

Dear Sir:-

Re Custodian and Fred Koyama

Frank S. Cunliffe & Co. of Nanaimo has written us on the 7th instant enclosing copy of letter (Feb. 23/46) from the Deputy Minister of Lands to them in which Mr. Cathcart (Deputy Minister) says "that on obtaining advice in respect of this matter it has been decided not to take any legal action regarding same, " also further letter dated March 2nd, 1946 from Mr. Cathcart in which he says "I have to inform you that this Department has no objection to the money in question being paid over to the Custodian of Enemy Alien Property, or any disposition of the same as authorized by him."

In view of these letters we would suggest that you write Mr. H. Cathcart asking if it would be in order for you to collect the balance of these monies, that is the balance of purchase moneys and to disburse them on the assumption that the Province has withdrawn its claim.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

FAS/EB

Your ref. File 0147377

9th March, 1946.

H. Cathcart Esq.,
Deputy Minister,
Department of Lands & Forests,
Office of
The Deputy Minister of Lands,
Victoria, B.C.

Dear Sir:

Re: Estate of Fujikazu KOYAMA.

We have been advised by Messrs. Frank S. Cunliffe & Co.,
Barristers, Nanaimo, that in regard to the payment of monies for
certain improvements on the foreshore of Lot 1943 Nanaimo district,
that your Department has no objection to the monies in question
being paid to the Custodian.

In view of this we are writing asking whether it will
now be in order for us to collect the balance of the purchase
moneys and to dispose of them on the assumption that the Province
has withdrawn its claim.

Thanking you for your kind attention.

Yours truly,

F. G. Shears,
Director.

FGS/PUR

9th March, 1946.

Messrs. Frank S. Cunliffe & Co.,
Barristers,
Imperial Building,
Nanaimo, B.C.

Dear Sirs:

Re: Fumikazu KOYAMA, dead.

We thank you for your letter of the 7th instant and are pleased to know of the attitude which the Department has now taken.

We have today written to Mr. Cathcart in regard to this matter so that our files may be in order, and immediately upon receiving his reply we will contact you further.

Yours truly,

F. G. Shears,
Director.

FOS/FMH

COMMUNICATIONS IN REFERENCE TO LAND
MATTERS SHOULD BE ADDRESSED TO
SUPERINTENDENT OF LANDS



VICTORIA, B.C.

Rec'd	MAR 15 1946
File No.	5889
By	
Initials	M. Shears

March 14th, 1946.

DEPARTMENT OF LANDS AND FORESTS
LANDS BRANCH

F. G. Shears, Esq.,
Director,
Dept. of the Secretary of State
Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

Please refer to File 0147337-

Dear Sir:

In the absence of the Deputy Minister I have to acknowledge receipt of your letter of the 9th instant in regard to the Estate of F. Koyama and the payment of moneys for certain improvements on Lot 193, Nanaimo District.

With regard to the second paragraph of your letter, I am enclosing for your information a copy of the Deputy Minister's letter of the 2nd instant to Messrs. Frank S. Cunliffe and Co., Vancouver, B. C., respecting this matter.

Yours truly,

C. E. Hopper
C. E. Hopper,
Superintendent of Lands.

REB/MR
Encl.

C
O
P
Y

DEPARTMENT OF LANDS & FORESTS,
Deputy Minister of Lands

March 2nd, 1946.

Messrs:
Frank S. Cunliffe & Co.,
Barristers, Etc.,
P. O. Box 116,
NANAIMO, B. C.

Please refer to File 0147337

Dear Sirs:

With reference to your letter of the 25th ultimo regarding the estate of Frank Koyama, deceased, I have to inform you that this Department has no objection to the money in question being paid over to the Custodian of Enemy Alien Property, or any disposition of the same as authorized by him.

Yours truly,

Sgd. H. Cathcart,
Deputy Minister.

March 22nd, 1946.

Robert Carruthers, Esq.,
 Executor of the Will of
 Fujikazu (Frank) KOYAMA (Deceased),
 c/o Messrs. Frank S. Cunliffe & Company,
 Imperial Building,
 Honolulu, S. O.

Dear Sir:

Re: Funds.

We were glad to learn of the letter received by Mr. Frank S. Cunliffe from the Deputy Minister of Lands regarding his claim against the above Estate, in which he stated: "...that on obtaining advice in respect to this matter it has been decided not to take any legal action regarding same".

We have received from the Deputy Minister a copy of his further letter (March 2nd, 1946) to Mr. Cunliffe in which he stated: "I have to inform you that this Department has no objection to the money in question being paid over to the Custodian of Enemy Alien Property, or any disposition of the same as authorized by him."

The receipt of this letter frees the funds in our hands and we enclose herewith our cheque in your favour for \$2,535.12, the balance standing at the credit of this account in our books. This is made up as follows:

1944	Mar. 4	Balance on hand at this date		\$3,201.47
	Apr. 8	Cheque to Mrs. Koyama (living expenses, Dec.--Mar. @ \$100.00 per month)	\$ 400.00	
	May 2	Cheque to Mrs. Koyama (living expenses, April--May)	\$ 200.00	
	June 5	L.D. telephone calls	\$ 2.12	
	June 6	Net proceeds from sale of a magazine rack (auction)		\$.20
	Oct. 26	L.D. telephone calls	\$ 1.67	
1945	Mar. 2	Proportionate share of legal expenses recovered from Minosuke NAKATA (File 1063)		\$ 50.00
	Apr. 11	Recovery of transportation expenses connected with delivery of F.V. "Brechin"		\$ 10.35
1946	Mar. 22	Legal fees as per attached statement	\$ 123.11	
	Today	Balance at Credit		\$2,535.12

(Over)

Robert Carruthers, Esq.

Page 2.

March 22nd, 1946.

We are today writing to Mr. Frank S. Cunliffe, advising him that insofar as this office is concerned the funds in his hands may also be turned over to you.

The only other asset disclosed in this file is a claim filed against Masao KASHINO for the recovery of \$500.00 advanced to him for the use of his Green Cove Salteries Ltd., and carried in the Company's books, which are in the hands of the Liquidators, P. S. Ross & Sons, Royal Bank Building, Vancouver.

No outstanding debts are carried in this file.

On completion of your Administration of this Estate the residue accruing to the Widow, who, we understand, is the sole beneficiary, should be paid in to this office for the credit of her account, as her interest still vests in the Custodian.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

C.C. to Messrs. Frank S. Cunliffe & Company.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 616

P. O. BOX 116

IMPERIAL BUILDING

NANAIMO,

BRITISH COLUMBIA

March 23rd, 1946.

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

EVACUATION SECTION	
Rec'd	MAR 25 1946
File No.	5889
Att.	RHB
Referred	<i>[Signature]</i>
<i>[Signature]</i>	

Dear Sir:

RE: Fujikazu Koyama, Deceased

Further to our letter of March 7th, and your answer of March 9th, we have heard from the Executor of the above Estate that Mrs. Koyama has been informed that by a letter, dated the 13th instant, purporting to come from your office, that you have made a complete settlement with ourselves. We have, actually, not heard from you since the said letter of the 9th of March and if it is true that this matter is now concluded we would appreciate receiving from you any monies which you have on hand to the credit of the Estate, and your authorization to pay out the monies we hold belonging to the Estate. At the same time we would appreciate receiving an accounting from you of the monies you have received on account of the Estate.

Would you kindly let us hear from you in the above regard at your earliest convenience.

Yours very truly,

F. S. CUNLIFFE & CO.,

Per:

[Signature]
D. S. McTavish

McTob

5889.

March 27th, 1946.

Messrs. Frank S. Gunliffe & Co.,
Barristers & Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Fujikazu KOYAMA (Deceased).

We are in receipt of your letter of the 23rd instant and in reply enclose herewith copy of our letter of the 22nd instant to Mr. Robert Carruthers, the despatch of which has been delayed until today.

As advised therein the Custodian now has no objection to funds in your hands being turned over to the Executor of the late Mr. Koyama's Estate.

Your reference to a letter dated the 13th March is not clear to us as there is no record of such a letter in this or the widow's file (15305).

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414
P.O. BOX 110

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

Your file 5889

April 3rd., 1946.

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

EVACUATION SECTION	
APR 4 1946	
File #	5889
Ans.	
Referred	Ball

Dear Sir:

Re: Frank Koyama, Deceased

We acknowledge receipt of your letters of the 22nd ultimo and 27th ultimo in the above matter.

The executor of the above Estate does not seem to have any particulars of the claim filed against Maso Kasino mentioned in page two of your letter of the 22nd ultimo. We would be pleased if you would give us particulars in this matter, and advise us what likelihood there is of realizing on this claim.

With reference to your query re household and personal effects stored in a warehouse at the corner of Campbell and Fraser Streets we have checked and are advised that these goods are no longer at this warehouse.

Yours very truly,
F. S. CUNLIFFE & CO.,

Per:

D. S. McTavish
D. S. McTavish

McTbb

P. S. Ross & Sons

CHARTERED ACCOUNTANTS

MONTREAL TORONTO WINNIPEG
CALGARY VANCOUVER

Rec'd	APR 5 1946
File No.	25. 119 8896
Am.	
Referred	W. Bell

Royal Bank Building,
Vancouver, B. C.
4th April, 1946.

Our File 295-112

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

Attention: Mr. R. G. Bell

Dear Sirs:

Re: Nanaimo Shipyards Limited

Replying to yours of the 27th March regarding a credit balance standing in the name of P. Koyama Company on the books of the above mentioned company, these funds still are on hand and as pointed out in our letter to you of 30th August, 1943, had not been paid to you owing to the fact that no formal statements of claim have been received. If you feel it desirable we shall be glad to issue a cheque payable to your office covering all the balances mentioned in our letter to you of 30th August, 1943, with the exception of an item of \$12.00 payable to Yoshitaro Okada, which has already been paid.

Yours faithfully,

P. S. Ross & Sons

5889 & 11791.

April 18th, 1946.

Messrs. Frank S. Gunliffe & Co.,
Barristers and Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Estate of Fujikawa (Frank) KOYAMA.

In reply to your letter of the 3rd instant we have to advise having today discussed with Messrs. P. S. Ross & Sons the subject of the late Mr. Koyama's claim for recovery of \$500.00 advanced to the late Masao KASHINO (Reg. 02216, File 11791) for the use of the latter's Green Cove Salteries Ltd., and carried in the latter's books.

We understand from the Liquidator (Mr. Frederick Field of Messrs. P. S. Ross & Sons) that liquidation is yielding a very small return. They have promised to look into the matter and report in writing in the near future, and a copy of this reply will be sent you in due course.

Another Company in course of liquidation by the same firm of Chartered Accountants is the Nanaimo Shipyards Ltd., in whose books the name of "F. Koyama Company" appears as a Creditor in the sum of \$41.13. We expect to collect this sum in full in the near future.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P. O. BOX 116

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

April 3rd, 1947.

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

Dear Sirs:-

Re: Your files 5889 & 15305
Estate of Fujikazu (Frank)
Koyama, Deceased

EVACUATION SECTION	
Rec'd	APR 8 1947
File No.	5889/15305
Ans.	10/10
Referred	Mr. Carruthers

Mr. Carruthers

Your letter to Mr. Carruthers of February 11th, 1946 with reference to the sum of \$41.13 payable out of the assets of Nanaimo Shipyards Ltd. came duly to hand.

Mr. Carruthers had considered that he had completed his work on the administration of this Estate and made a settlement with Mrs. Koyama before she left for Japan.

I am instructed to say that if you will be good enough to forward to me, or to Mr. Carruthers, the sum of \$41.13 referred to, Mr. Carruthers will see that it is accounted for to Mrs. Koyama.

Yours truly,

FSC/bb

Mr. Carruthers, in remitting these funds to the administrator, he should be told that money accruing to the woman should be paid in to his place for her account - A.M.H.

As a matter of fact wouldn't the simplest way be to have Mr. Carruthers write authorizing us to credit his woman's account?

[Handwritten signature]

5889 & 15305.

April 9th, 1947.

Messrs. Frank S. Cunliffe & Company,
Barristers and Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Estate of Fujikazu KOYAMA (Deceased).
Mrs. Fujikazu (Taka) KOYAMA - #08025.

We are in receipt of your letter of the 3rd instant and note that Mr. Carruthers "had considered he had completed his work on the administration of this Estate and made a settlement with Mrs. Koyama before she left for Japan."

The widow's interest in this Estate vested in the Custodian and the residue accruing to her should have been remitted to this office for her account. This fact was pointed out to Mr. Carruthers in our letter of March 22nd, 1946, when remitting him the Estate funds in our hands.

Fortunately no harm has been done as Mrs. Koyama's file is free of evidence of any outstanding liabilities, but to complete our records we require from the Administrator a copy of his report and statement to Mrs. Koyama. If this is forwarded in duplicate a copy will go into each of these files.

With regard to the sum of \$41.13 payable by Nanaimo Shipyards Ltd. and referred to in your letter under reply, the simplest way to deal with this item now would appear to be for Mr. Carruthers to authorize us to transfer it to the credit of Mrs. Koyama's account with this office and we would ask that this be done when forwarding the required statement, which should be sent in as soon as possible.

Yours very truly,

R. G. Bell,
Office of the Custodian.

RGB/P.

5889 & 15305.

August 28th, 1947.

Messrs. Frank S. Conliffe & Company,
Barristers and Solicitors,
Imperial Building,
Hankow, H. K.

Dear Sirs:

Re: Estate of Fujikazu KOYAMA (Deceased).
Mrs. Fujikazu (Taka) KOYAMA - #08025.

We cannot trace having received any reply from you, or Mr. Carruthers, to our letters of the 9th and 22nd April, with regard to the sum of \$41.13 payable by Hankow Shipyards Ltd. (in liquidation) to the Estate of Fujikazu KOYAMA (Deceased).

This money is now carried in the account of Mrs. Fujikazu (Taka) KOYAMA, widow and sole beneficiary under her husband's Will, and we desire to have Mr. Carruthers' approval of this transfer for our records, to enable us to pay the money over to Seiji HOMMA, Mrs. Koyama's nephew, who holds her general power of attorney, and who applied for this money at time of his aunt's repatriation to Japan (Oct. 2/46), and since.

We are in the process of closing inactive accounts and as the liquidation of this item will enable us to close Mrs. Koyama's account an early reply from Mr. Carruthers would be appreciated.

Yours very truly,

R. G. Bell,
Office of the Custodian.

RGB/P.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

TELEPHONE 414

P. O. BOX 116

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

September 2nd, 1947

EVACUATION SECTION	
Rec'd	SEP 4 1947
File No.	5889 / 15305
Ans.	SHVD RAB
Referred	BLU

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

Attention: Mr. R.G. Bell.

Dear Sir:

RE: Estate of Fujikazu KOYAMA (Dec'd).
Mrs. Fujikazu (Taka) Koyama.
Your File: # 5889 & 15305

I have your letter of August 28th.

Although Mrs. Koyama gave Power of Attorney to Seiji Homma, trouble seems to have developed over funds which she left with him and also Mr. S. Koyama, a relative of her deceased husband. In April of this year I wrote to both of these gentlemen at Mrs. Koyama's request and enclosed a written authority from her to them to pay over the money to me and I in turn was to pay it over to Mrs. Carruthers, whom Mrs. Koyama asked to look after her interests in this country. I have had no answer from either of them and I am writing them again today.

Under these circumstances I do not think that the sum of \$41.13 payable by Nanaimo Shipyards Ltd. (in liquidation) should be sent to Mr. Seiji Homma. I would suggest that you keep the fund until we are able to get the matter straightened out with him. However, if you prefer to get it disposed of so as to close your books, I would suggest that you send it to Mr. Robert Carruthers who was the executor, or if you choose you could send it to me and I would undertake to see that it is disposed of as Mrs. Koyama wishes.

Yours truly,

H. Cunningham

FSC/lp

5889, 15305,
12396 & Int. 119.

*Marked
9/9/47*

September 5th, 1947.

REGISTERED MAIL.

Messrs. Frank S. Cunliffe & Company,
Barristers and Solicitors,
Imperial Building,
Nanaimo, B. C.

Dear Sirs:

Re: Estate of Fujikazu KOYAMA (Deceased).
Mrs. Fujikazu (Taka) KOYAMA - #08025.

We are in receipt of your letter of the 2nd instant
and thank you for the information contained therein.

In view of what you say with regard to Mrs. Koyama's
nephew we prefer to pay the small sum (\$41.13) standing at the credit
of her late husband's estate in the books of Nanaimo Shipyards Ltd.
(in liquidation) to Mr. Robert Carruthers, the Executor of that Estate.

We therefore enclose our cheque in favour of Mr.
Carruthers and would appreciate it if you would kindly pass it on to
him, and at the same time remind him that we do not appear to have
received the report and statement asked for in our letter of the
9th April.

Yours very truly,

R. G. Ball,
Office of the Custodian.

RGB/P.
Encl. 1.

3929.

March 29th, 1949.

Mr. Tsunetaro KOYAMA,
P. O. Box 452,
Greenwood, B. C.

Dear Sir:

Re: Green Cove Saltery Limited.

We are in receipt of your letter of the 18th instant and thank you for your prompt reply to ours of the 14th.

We do not appear to have any evidence of a loan made by you to the above Saltery and would ask you to supply us with such particulars as: (1) date; (2) amount; (3) what written evidence, if any, have you of the loan.

The books of the Green Cove Saltery do carry evidence of a loan, but this refers to money advanced by the late Fujikazu (Frank) KOYAMA of Nanaimo, whose formal claim for the amount so advanced is on file.

Yours truly,

R. G. Bell,
Office of the Custodian.

ROB/P.

May 18, 1949.

Frank S. Gouliffe & Co.,
Barristers & Solicitors,
Imperial Building,
Manama, B. C.

Dear Sirs:

Re: Estate of Fujikasu Koyama, Deceased

We have received the sum of \$36.12 for the credit of the Estate of Fujikasu Koyama, being Fujikasu Koyama's distributive share of the liquidated assets of the Green Cove Salteries Ltd.

All funds accruing to Japanese who have returned to Japan vest in the Custodian and free credits are being sent to Japan by special arrangement with the American authorities.

If these funds are payable to Mrs. Koyama by the Executor, it would occasion less trouble if Mr. Carruthers would instruct us to transfer this money direct to the widow's account. Please have Mr. Carruthers instruct us in this connection, at the same time stating whether there are any further Estate funds accruing to Mrs. Koyama.

Yours very truly,

AGM/AC

A. G. McArthur,
Office of the Custodian.

FRANK S. CUNLIFFE & CO.
BARRISTERS, SOLICITORS
NOTARIES

EVACUATION SECTION	
Rec'd	JUL 6 1949
File No.	5889
Ans.	
Referred	

TELEPHONE 414
P. O. BOX 118

IMPERIAL BUILDING
NANAIMO.
BRITISH COLUMBIA

July 6th, 1949.

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

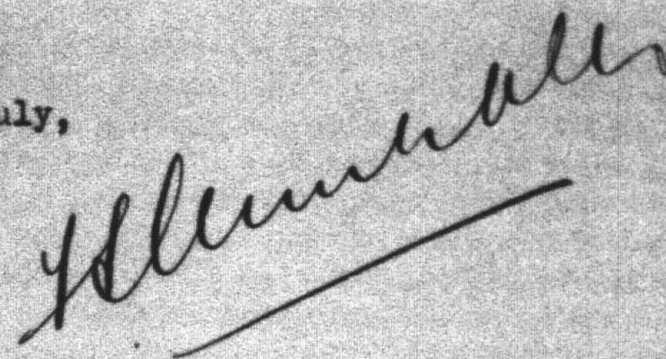
Dear Sir:-

Re: Estate of Fujikazu Koyama, Dec'd
Your file 5889

Replying to your letter of May the 18th and June the 28th will you please forward the sum of \$36.12 to which you referred, to Mr. Robert Carruthers, the Executor of the Deceased's Will. I understand that Mr. Carruthers has a small amount on hand out of which he buys parcels for Mrs. Koyama as she requests and forwards the parcels to her.

Mr. Carruthers also informs me that Mrs. Koyama is applying for reentry into Canada as she is a British subject.

Yours truly,



FSC/BR

July 8th, 1949.

Mr. Robert Carruthers,
Banana, B. C.

Dear Sir:

Re: Estate of Fujikasa KOYAMA, Deceased.

Enclosed herewith please find cheque in the sum of \$36.12, payable to you as Executor of the Estate of Fujikasa Koyama, deceased.

We wish to draw your attention to the fact that we have written several times asking for the usual Executor's statement showing receipts and disbursements, but have not yet received this statement from you.

With reference to the funds accruing to Mrs. Koyama, the beneficiary, who returned to Japan, we believe that you have already been advised that such funds vest in the Custodian and are therefore payable to this office. Mr. Cunliffe states in his letter of July 6th that he understands that you are, at the request of Mrs. Koyama, making certain purchases from her funds which you are sending to Japan to her. Since we are not aware of any personal liabilities of Mrs. Koyama in Canada this office has no objection to your continuing to execute her commissions in this respect, but as a matter of record we request that you advise us what funds have accrued for her credit since her return to Japan and how such funds have been disbursed.

Will you kindly acknowledge receipt of this cheque and let us have the information requested at an early date.

Yours truly,

A. G. Mairtnur,
Office of the Custodian.

AMV/ER

Enc. - Custodian cheque \$36.12
cc - Frank S. Cunliffe & Co.

FRANK S. CUNLIFFE & CO.

BARRISTERS, SOLICITORS

NOTARIES

EVACUATION SECTION

Rec'd. JUL 14 1949

File No. 5889

Ans.

Referred

TELEPHONE 414
P. O. BOX 116

IMPERIAL BUILDING
NANAIMO,
BRITISH COLUMBIA

July 12th, 1949.

These Carruthers have reported receipt of disbursements since he generally his just covers receipts to beneficiary Japanese.

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

Dear Sir:-

Re: Your file No. 5889
and

Re: Estate of F. Koyama, Dec'd

I duly received your letter of July the 8th with enclosures, and Mr. Carruthers, the Executor, has now called to see me in this connection.

Since Mrs. Koyama has returned to Japan, the Executor has received the following sums:-

Feb. 18, 1948, from the Custodian	41.13
July 17, 1948 from the Sumitomo Bank of Seattle	116.67
July 8th, 1949 from the Custodian	36.12

\$ 193.92

Of the foregoing the first cheque for \$41.13 was left in this office generally on account of costs and there have been a number of small items which we have had to attend to for the Executor and some correspondence. No bill has been rendered yet.

Of the balance the Executor has sent parcels to Mrs. Koyama at her request, costing to date a total of \$58.49, and the remainder is still on hand in the hands of the Executor, for the purpose of providing her with similar parcels in the future.

In addition the Executor also received from the Sumitomo Bank of Seattle four \$1,000.00 Japanese Bonds, which the Deceased (over)

The Custodian,
Re: Estate of F. Koyama, Dec'd -2- July 12th, 1949.

had left in safekeeping with that Bank. The Executor has inquired of his Bank Manager here, who has made inquiries in New York as to the value of these bonds and their present information is to the effect that the bonds are valueless until such time as a Peace Treaty is signed with Japan and the then government of Japan decides what stand it is going to take as to honouring the liability which the bonds evidence.

I am instructed that the foregoing comprises all of the assets received by the Executor since Mrs. Koyama returned to Japan and that there are no debts in British Columbia outstanding, except the debt to this office for professional services, which is secured as above stated.

Yours truly,

FSC/BR

truly,
W. L. Churchill

589

June 15, 1949.

Frank S. Culliffe & Co.,
Barristers, Solicitors, Notaries,
Imperial Building,
Hawaimo, B. C.

Dear Sirs:

ATTENTION: MR. CULLIFFE

Re: Estate of Fuyukazu Koyama, Deceased.

We wish to acknowledge your letter of July 12, 1949,
in which you have given us details of funds accruing to the
above Estate since Mrs. Koyama, the sole beneficiary, returned
to Japan.

Would you please ask Mr. Carruthers to keep this office
informed concerning property of any kind which accrues to
Mrs. Koyama, until further notice.

Yours very truly,

ACM/AC
cc. Mr. Carruthers.

A. G. McArthur,
Office of the Custodian.