

7832

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: ARAI, Kozo

HOME ADDRESS: 155 E. 10th Ave., Vancouver, B.C.

REGISTRATION NUMBER 02775 SEX: Male AGE: 55

OCCUPATION: Cleaner, Trade Name, 'Lion Valet'

(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: Myself.

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Tome

(13963-7 Robinson file 9-1-43)

ADDRESS OF WIFE OR HUSBAND: 155 E. 10th Ave., Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: Yoshio (M) Fumiko (F) Kazuo (M) Shizuko (F)
Misao (F) Yukiko (F)

ADDRESS OF CHILDREN: 155 E. 10th Ave., Vancouver, B.C.

AGE OF CHILDREN: 20 yrs. 17 yrs. 15 yrs. 13 yrs. 11 yrs. 7 yrs.

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

1. LOCATION AND DESCRIPTION: Subdivision F, lots 4 to 6, Block 28,
D.L. 302, Size of lot 22' x 120', 155 E. 10th Ave., store premises,
153 E. 10th Ave., Living quarters.

2. BUILDINGS AND OTHER IMPROVEMENTS: Store building, 22' x 65',
Garage, and woodshed

(Policies in my possession.)

3. INSURANCE (Give particulars; state where policies are) Policy No. 66598, for \$1000.00
with Northwestern National Ins. Co. of Milwaukee, Expires Oct. 15, 1944.
B. C. Plate Glass Ins. Co. Vancouver, B.C. Expires July 27, 1943, Prem.
\$11.53. New England Fire Ins. Co. Policy No. 6251717 for \$1000.00. Prem.
4. TAXES (Amount and where payable) About \$50.00 payable at City (\$23.25.
Hall, Vancouver, B.C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Miss Florence
Ethel Burritt, 29 east 12th Ave., Vancouver. Still owe her \$519.00 on
the property.

6. OCCUPANCY AND LEASES (If vacant so state) Leased to Chan Main for one yr.
the lower part as a Dry Cleaners premises, including household effects,
machinery, monthly payments for \$720.00, per year paid monthly.
Living quarters, 153 E. 10th Ave., rented to John R. Reid, Vancouver.
for 25⁰⁰ per month.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. In my possession.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST Miss Florence Burritt, 29 E. 12th.
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 153 E. 10th Ave., Vancouver, B.C. 5 room
trans. dwelling.
2. LANDLORD'S NAME AND ADDRESS: Mrs. J. A. [Signature]

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

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

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
Located in one room of living quarters, key to be left with
occupant John Reid.
Property as per list attached.

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

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

OTHERS: none ✓ Chattel Mortgage John Christensen
to Kozo Arai in the sum of \$345.00 (Agent H. Hargreaves, 10th & Main St.)✓ Paid in full. See statement with ltr. Apr 14/42.

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

About \$500.00 in small debts among whom are, Mrs. McLeod 4096 Fraser,
\$5.45, Miss Neil (Farley) 242 W. 19th Ave., \$4.05. Complete list on
record at the premises.

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

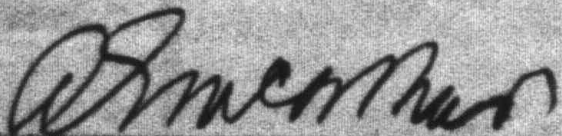
\$20.00 War Savings Certificate in Yukiko's name: \$10.00 worth in Misao's
name, and \$5.00 worth in Shizuko's name, \$5.00 worth in Kazuo's name.8. BANK ACCOUNTS: Bank of Montreal, Main & Broadway, \$80.00.9. LIFE INSURANCE: Policy No. M6355246, for \$500.00 with Prudential Ins. Co.
of America, Vancouver Branch, beneficiary my wife Tomeko. Policy No.
M5917296, \$500.00, beneficiary my wife Tomeko. Policy No. M 4038358, \$500.
Beneficiary my wife Tomeko. Both last policies with Prudential Ins. Co.10. INTEREST IN ANY ESTATES OR TRUSTS. (Policies in my possession)Policy No. M 6668583, for \$500.00, on Kazuo, with Prudential Ins. Co.
None (Beneficiary, father Kozo)11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: General Hospital Bill, still owing \$7.25.2. TRADE DEBTS: None

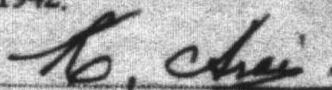
I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

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 6th day of May 1942.

Witness

(Signature)



FOR DEPARTMENTAL USE

Re Registration of

ARAI Kozo,
Reg. No. 02775,
155 E. 10th Ave., Vancouver, B. C.

1 car, Model A Ford	\$275.00	<i>lost</i>
1 radio	269.00	

Above now in custody of Mounted Police

1 9 x 10'6" Wilton rug	140.00	<i>not found</i>
3 Boxes of books	400.00	
1 Large box	200.00	
4 Large boxes of chinaware	350.00	<i>only 17 boxes</i>
1 Box of Silverware	150.00	
2 Desks	45.00	<i>not found</i>
4 Large tables	75.00	<i>in use upstairs</i>
Children's toys	150.00	<i>little value</i>
1 Vacuum cleaner	98.00	<i>not found</i>
1 Chesterfield etc. (3 pcs.)	164.50	<i>purloined by hand</i>
35 Picture frames	120.00	<i>not found</i>
30 Boxes Household goods	400.00	<i>see above</i>
3 Double beds complete	180.00	<i>not found</i>
Inlaid linoleum	150.00	<i>in use upstairs</i>
1 Enamel (kitchen) sawdust burner	186.50	<i>used by owner</i>

TOTAL:

\$3294.50

Above goods located in one room at 155 E. 10th Ave.,
Vancouver, B. C. One key in owner's possession, the
other with tenant, Mr. Reid.

K. Arai

Done 7/12/42.

7832
INFORMATION FROM R.C.M.P.

DATE February 13th, 1943

Our File No. 7832

Full Name Kozo ARAI (Surname in Block Letters)

Registration No. 02775 ☒ Male - ☐ Female (Check) Age August 1, 1887

Former Address 155 East 10th Avenue, Vancouver, B. C.

Date Evacuated May 7th, 1942 ☒ Naturalized - Canadian-Born - National (Check)

Present Address R.R.#1, Sunnyside Ranch, Grand Forks, B. C.
(now) P.O. Box 218, Grand Forks, B. C. (see letter Apr. 28/44)
(checked July 11/47)

☒ Married - Single (Check)

Name of Wife ARAI, Tome - 02782

Name of Husband _____

Name of Mother _____

Name of Father _____

Names of Children under 16 Kazuo (m) 13/11/26, Shizuko (f) 25/11/28,

Misao (f) 8/11/30, Yukiko (f) 15/9/34.

Wanted by "G. O'Brien

Registered with Custodian (Yes or No)

Additional Information Cleaner. House and Grounds East 10th address.

Originally naturalized as ARAI, Koichi, but changed to ARAI, Kozo.

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
The British Columbia Plate Glass Insur. Co.	<i>Revised Rel. 5-04 3029</i> 29900		July	27th	1943	<i>London Guarantee & Accident</i> 153-155 East 1st Ave., Vancouver, B. C.
Northwestern National Insurance Company	<i>Revised by Paul H. Rel. 6-25-117 New England</i> 66996	\$1,000.00	Oct.	15th	1944	No. 155 on the North side of 19th Ave. E., Vancouver, B. C.
New England Fire Insur. Co. (cont)	<i>Transferred to Miss Oane - Abbott 25/4/44</i> 6291717	\$2,000.00	April	2nd	1945	t. F. Bldg. 26, D.L. 302, -153-155 North side of E. 19th Ave., Vancouver, B. C.
London Guarantee & Accident Company	<i>Transferred to Kozo Arai - Abbott 25/4/44</i> 5-043029		July	27	1946	155 E. 10th Ave. Vancouver, B. C.

Re: Life Insurance

- Policy #M5355246 - Kozo ARAI - File 7832/1
- Policy #M4038358 - " " - " "
- Policy #M5917296 - " " - " "
- Policy #M5322306 - Yoshio ARAI - " 2828
- Policy #M6685583 - Kazuo ARAI - (No File)
- Policy #M3578255 - Tomoko ARAI - File 13963)

(PREMIUM RECEIPT BOOK ON FILE)

Letter of authorization to pay premiums on above policies on file, dated Jan. 29/43, signed by Kozo Arai.
See letter Mar. 24/45. Will pay direct himself.

REAL PROPERTY SUMMARY

JAPANESE NAME: Kozo ARAI

Reg. No. 02775

File No. 7832.

CATALOGUE NO: 379

PROPERTY ADDRESS: 155 East 10th Avenue, Vancouver, B.C.

LEGAL DESCRIPTION: Subdivision "F" of Lots 4, 5 and 6, Block 28, District Lot 302, Group 1, N.W.D., Plan 1246.

TITLE: In the name of Kozo ARAI.

ENCUMBRANCES: 12004 M. Mortgage dated 3rd January 1939 in favor of Florence Ethel Burritt, for \$1082.95 at 7%.

Vesting No. 34681 - August 21st, 1942.

ASSESSED VALUE: 1942 - Land \$ 400.00
Improvements \$1100.00 - \$1500.00. Taxes - \$50.06.

ENCROACHMENT: There is on file correspondence of 1930 and 1932 re an alleged encroachment of the building on this property on the adjoining lot, H.M. Drost acting for W.H. Sim in making a claim against Mr. ARAI. The encroachment it is said consisted of eaves overhanging Sim's lot by 1½ inches. Mr. W. J. Johnston states that Sim has sold his property to a Mr. Someril, and that Mr. Drost has informed him that the new owner will make no claim. The property has not been surveyed on the ground, and no guarantee has been given the purchaser of the ARAI lot as to the location of the building.

On 2nd August 1910 George Dalzell, the then owner of this adjoining lot, gave a lease of this $1\frac{1}{2}$ inches to Oscar Burritt, then owner of the ARAI lot, at \$3.00 per year, until the time when the building owned by Burritt was destroyed or removed. This rental was paid to 1st April 1938. Copy of this lease with endorsed statement of rentals paid is on file.

The ledger account of Kozo ARAI shows on 16th November 1942 a debit of \$12.00 as settlement of this claim for the years 1939 to 1942.

(the Mel. J. Psychiat. Assoc. Dec 8/44. ER.)

CLASSIFICATION: A 2 storey frame commercial and residential building situated immediately West of Main Street on a lane corner on the North side of 10th Avenue. The ground floor contains a Dry Cleaning establishment in the front. 1 bedroom, kitchen and bathroom at the rear. The second floor (known as No.153 East 10th Avenue) contains living-room, dining-room, 2 bedrooms, kitchen and bathroom. One room is utilized by Kozo ARAI for storage purposes, which is in accordance with Government JP Form. There is a concrete basement with hot air heating plant which supplies heat for both ground and upper floors. At the rear of the property is a garage and woodshed. The exterior and interior of the building are in fair condition. The size of the Lot is 22 x 120.

HISTORY OF

ADMINISTRATION: The balance owing on the registered mortgage on 5th December 1942 was reported to be \$381.09, on which the Custodian made monthly payments of \$20.00 from collected rents, leaving a balance as at 1st July 1944

of \$26.66, paid in full on 16th August 1944. A release of the mortgage was obtained from Florence Ethel Burritt and registered on 18th October 1944.

Ker & Ker were appointed rental agents representing the Custodian. Mr. A.N. Ker in his inspection report of 15th May 1942 says that the ground floor had been leased by ARAI for a year from 5th April 1942 to Chan Main for \$700.00 and the upper floor rented to John Reid at \$25.00 per month. The rental records on file show that Chan Main occupied the ground floor in July, but it appears to have been vacant during the succeeding two months, Sung Chun being the tenant October, November and December at a rental of \$40.00 per month. Jay Cho succeeded as tenant of ground floor and equipment in January 1943 until date of sale. John Reid remained tenant of the upper floor to end of August 1943 and was succeeded by Mrs. Hagenbuck in September. The total revenue from these rentals amounted to \$1560.00.

A fire originating in the adjoining building on 27th July 1943 damaged the roof and upper floor of the ARAI premises. The damage was assessed at \$76.00 and was equally apportioned to the two insurance companies interested, the New England Fire Insurance Co., and the Northwestern National Insurance Co. The loss was paid on 27th August 1943 and the policies endorsed and reinstated in January 1944.

APPRAISAL:

The Real Estate Memorandum on file states that the real property was appraised at \$1750.00 and the dry cleaning equipment at \$226.05. Appraisal of equipment was made by Thompson & Co. on 1st August 1944. Original real property appraisal on file dated February 28th, 1944.

OFFERS:

When advertised in catalogue tenders were received from Peter Wah Lee (Ker & Ker) 21st July 1944, for land, furniture and equipment \$2050.00, from Mrs. J.D. Small (Ker & Ker) for land, furniture and equipment \$2100.00, Herbert McAteer (McCarron & Hawbolt) land and equipment \$2500.00, N. Nakonechny (no agent) for land \$1500.00, C.N. Abbott (no agent) for land and equipment, 31st July 1944, \$1910.00 increased 3rd August to \$2160.00. Messrs. McCarron & Hawbolt were advised that their client's offer was acceptable and the other tenderers notified of the rejection of their tenders.

On 7th August 1944 McCarron & Hawbolt wrote saying an error had been made by them as they had submitted their offer believing that the property being sold was Catalogue No. 389, property at 351 West 20th Avenue. The transaction was called off, and all former tenderers advised on 8th August 1944 and invited to submit new offers, the offers to be for the real property and dry cleaning equipment. Within the following week new offers were received from Peter Wah Lee \$2200.00, Harry Singh (McCarron & Hawbolt) \$2250.00, N. Nakonechny \$2350.00, J.D. Small \$2400.00 and C.N. Abbott (McCarron & Hawbolt) \$2410.00.

SOLD:

To Clarence N. Abbott \$2410.00, being \$2010.00 for land and \$400.00 for equipment as at 22nd August 1944.
Approved by Advisory Committee 16th August 1944.

Land was conveyed by deed dated 29th September 1944 and equipment by a bill of sale of same date.

TITLE:

Certificate of Title No. 111851-L issued in the name of Clarence Noah Abbott on 7th November 1944 and purchaser acknowledged receipt of Certificate of Title, Bill of Sale and transfer of Insurance Policies on 17th November 1944. Kozo ARAI was advised of sale and a statement of his account sent to him on 6th December 1944.

FUNDS:

Released to the credit of Kozo ARAI - sale price of land and dry cleaning equipment \$2410.00, plus rental received \$1560.00, total \$3970.00; less commission on rental \$96.00, repairs \$33.80, sundries \$32.30, taxes \$145.44, rental for encroachment \$12.00, Certificate of Encumbrance \$1.00, insurance \$13.06, registration fee \$11.75, preparing discharge of mortgage \$2.50, appraisal \$5.00, interest \$0.26, advertising \$4.00, commission on sale \$120.50, closing adjustments \$55.69, total \$533.30. Net amount released \$3436.70.

OLD TITLE:

Certificate of Title No. 36187-L declared by Kozo ARAI to be in his possession. Production of title was not requested of owner.

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

DATED: February 11th, 1947.


Ian Macpherson.

IM:JS

SOLD:

To Clarence N. Abbott \$2410.00, being \$2010.00 for land and \$400.00 for equipment as at 22nd August 1944.
Approved by Advisory Committee 16th August 1944.

Land was conveyed by deed dated 29th September 1944 and equipment by a bill of sale of same date.

TITLE:

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FUNDS:

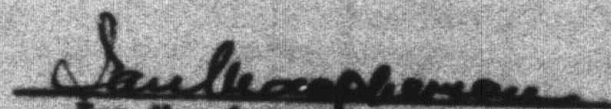
Released to the credit of Koso ARAI - sale price of land and dry cleaning equipment \$2410.00, plus rental received \$1560.00, total \$3970.00; less commission on rental \$96.00, repairs \$33.80, sundries \$32.30, taxes \$145.44, rental for encroachment \$12.00, Certificate of Encumbrance \$1.00, insurance \$13.06, registration fee \$11.75, preparing discharge of mortgage \$2.50, appraisal \$5.00, interest \$0.26, advertising \$4.00, commission on sale \$120.50, closing adjustments \$55.69, total \$533.30. Net amount released \$3436.70.

OLD TITLE:

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

DATED: February 11th, 1947.


Ian Macpherson.

IM:JS

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MEMORANDUM

To: File 7832/1

25th June 1943

From: Specified Articles Department

Re: ARAI, Kozo - Reg. 02775

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAR	1930 Ford Tudor No: C34 License No: (42) 67717	\$75.00

Sold to: Arthur Marshall

Date: 14th Sept. 1942

Selling Price: \$140.00

OB

Sold for gross amount of
Less Administrative Expenses
Net amount credited to Japanese

\$140.00
25.53
\$114.47

E. Robertson
June 25/43

PERSONAL PROPERTY SUMMARY

File No. 7832

Kozo ARAI - Reg. No. 02775

June 25th, 1947

Chattels:

Chattels were declared by the above Japanese person as being located in one room of the living quarters at 155 East 10th Avenue, B. C. (JP form dated May 6/42). See Supplementary Summary and Schedule attached.

Specified
Articles:

This Japanese person was the owner of a 1930 Model "A" Ford which car was sold to a Mr. Arthur Marshall on September 14, 1942 for the gross amount of \$140.00. After administrative expenses of \$25.53 were taken care of a net sum of \$114.47 was credited to this Japanese person's account. (See Supplementary Summary attached).

Accounts
Receivable:

In his JP form Mr. Arai declared that there was about \$500.00 owing to him in small debts, a complete list of which was on record at the premises. On June 19, 1942 Mr. Arai submitted a few names and addresses of creditors owing him money in connection with his store "Lion Valet Cleaners & Dyers" at which time he mentioned there were many more, a list of which he would send to us a little later. The Custodian, however, replied on June 23, 1942 stating that if he were unable to collect these debts himself we would suggest that he turn them over to a recognized collection agency. No further reference to these accounts appears on file.

Chattel Mortgage

On April 17, 1942 a Chattel Mortgage was entered into between John Christensen (Dry Cleaner), Grantor, and Kozo ARAI, Grantee in the sum of \$345.00. May, June, July, August and September 1942 payments of \$28.75 were deposited by Mr. Christensen to the credit of Mr. Arai's account with the Bank of Montreal, Broadway and Main Street Branch, Vancouver. On October we advised Mr. Christensen to make future payments direct to the Custodian and accordingly payments of \$28.75 covering the months of October, November and December 1942, and January, February 1947 were remitted to the Custodian for Credit to Mr. Arai's account and the final payment of \$57.50 was received on March 16, 1943. The Original Chattel Mortgage held at the Bank of Montreal above-mentioned was forwarded to us on March 17, 1943, which we in turn forwarded to Mr. Christensen on April 16, 1943. We advised Mr. Arai on April 16, 1943 that payment under the Chattel Mortgage had been received in full and the original Chattel Mortgage had been sent to Mr. Christensen.

Bonds, etc.

Mr. Arai declared to the Custodian the following:

\$20.00	War Savings Certificate	in Yukiko's name
\$10.00	"	" " Misao's "
\$ 5.00	"	" " Shizuko's "
\$ 5.00	"	" " Kazuo's "

No action regarding these securities has been taken by this office.

Personal Property Summary - continued

Bank Account:

Mr. Arai declared "Bank of Montreal, Main and Broadway, \$80.00". No action regarding this account has been taken by the Custodian.

Life Insurance:

The following Prudential Insurance Company of America policies were declared by Arai to the Custodian on May 6, 1942:

Policy No. M6355246 for \$500.00. Beneficiary wife - Tomeko.
Policy No. M5917296 for \$500.00. " " "
Policy No. M4038358 for \$500.00. " " "
Policy No. M6685583 for \$500.00 on life of Kazuo, beneficiary father, Kozo.

He stated these policies were in his possession.

On January 29, 1943 Arai requested that we pay the premiums due on these policies from funds in his account with the Custodian.

The following policies, in addition to the above, have also been dealt with on this file as requested by Kozo Arai:

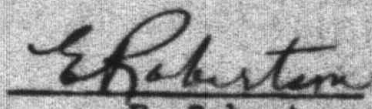
Prudential Pol. No. 5322306 in name of Yoshio
Prudential Pol. No. 3578255 in name of Tomeko (wife)
Prudential Pol. No. 8803180 in name of Tomeko (ordinary pol)

Premiums on all above policies have been paid from funds in Kozo Arai's account with the Custodian, at his request, up until September 30th, 1945, on the first six above policies and up until February 15, 1945, on Policy 8803180.

Kozo Arai advised us on March 22nd, 1945 that he would take care of all future payments of premiums direct. Accordingly the premium books covering these policies were sent to Arai on March 29, 1945 and the Prudential Insurance Company was so advised on May 11, 1945.

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

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


E. Robertson.

FIRE INSURANCE SUMMARY

File No. 7832.

Loss ARAI - Reg. No. 02775.
Subd. "P" of Lots 4, 5 & 6, Blk. 28,
D.L. 302, Gp. 1, N.W.D., Plan 1246.

The owner insured the building on this property in the New England Fire Insurance Co., Policy No. 6251717, in the amount of \$1,000.00, policy expiring 2nd April 1945. This policy was endorsed to the Secretary of State of Canada, and insurance increased to \$2000.00 on 15th October 1944. Policy transferred to the purchaser, C.N. Abbott, 28th October 1944.

Owner carried plate glass insurance at replacement cost in the London Guarantee & Accident Co. Ltd., Policy No. 043029, expiring 27th July 1946. Assigned to C.N. Abbott.

Also insurance on building in the Northwestern National Insurance Co., Policy No. 66598, \$5,000.00, expiring 5th October 1944. At expiry this policy was not renewed, and the insurance policy in the New England Co. increased by \$1000.00.

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

February 11th, 1947.


Ian Macpherson.

12438

states he will accept \$30.00 in full settlement, that one-half of this amount already overdue and he requests immediate payment of at least \$15.00. A copy of this letter was sent to Arat on November 19th, 1962 and under date of November 20, 1962 we paid to Mr. Drost the sum of \$12.00 in settlement of the account for 1939-1962 inclusive at the rate of \$3.00 per year. In the meantime Arat wrote under date of November 23, 1962 in reply to our letter of November 19th request- ing us to pay to Drost the sum of \$15.00, plus \$3.00 for the next year (this would take care of years 1963 and 1964) but there is nothing on file to indicate that further payment was made to Mr. Drost.

A letter from Mr. Drost in the real property section of the file dated December 1, 1967 confirms an interview with our Mr. Johnston whereby Mr. Drost would accept payment of \$21.00 in final settlement of his claim against Mr. Arat for the encroachment. A memo dated December 6, 1967 by Mr. Johnston explaining the interview with Mr. Drost and states as far as this office is concerned the matter may be considered closed as Mr. Drost not legally entitled to any consideration as a proper survey of the property had never been made and further, the original lease in connection with this encroachment had never been assigned to subsequent owners of the property. No demand has been made for payment by Mr. Drost since above-mentioned interview and no action in this regard is being taken by this office.

5. Harper & Anderson, Lawyers, on behalf of C.E. Henry - \$27.35

On August 28, 1962 Messrs. Harper & Anderson submitted to us a Status- tory Declaration in connection with a claim filed by their client, C.E. Henry, for \$27.35 as the result of an automobile accident between Arat's son and Mr. Henry. On November 13, 1962 we submitted this claim to Arat and on November 20, 1962 he replied requesting us not to pay this account as Mr. Henry had received a proposal whereby Henry would pay for damages to Arat's car and Arat would pay for damages to Henry's car. Arat stated he had told Mr. Henry to go ahead and do whatever he wanted and as that was about two years previous he could see no reason why he should pay for these damages. This file indicates that no further action was taken in connection with the above disputed claim and another letter is now being written to Arat to ascertain if any settlement was made direct with Messrs. Harper & Anderson or with Mr. Henry. (July 29, 1967 Mr. Arat replied to our letter of July 24th and stated they do not feel obligated to pay the above account and ask that we drop the matter completely. In these circumstances Messrs. Harper & Anderson are being ad- vised that nothing further can be done by this office and that it they wish to press the matter they should get in touch with Arat direct. (Letter August 1, 1967))

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

CHATELS SUMMARY

Mr. Kozo ARAI

Registration Number 02774

File No. 7832

In his JP form dated May 6th, 1942, Mr. Arai declared goods left in the living quarters at 155 East 10th Avenue, Vancouver, one key to which was in the owner's possession and one key left in possession of the tenant, Mr. Reid (living quarters 153 E. 10th Avenue, upper floor; store 155 East 10th Avenue, ground floor). The agent, Ker & Ker Limited, reported on May 16th, 1942 that there were a number of discrepancies in the goods listed and that the storeroom contained several boxes bearing the name "G. Onodera". (On checking G. Onodera's file, number 7857, it is found that his goods were removed from these premises on August 23, 1943 and sold at Vancouver Auctions 52 and 61 and net proceeds therefrom credited to Onodera's account with the Custodian). The Custodian advised Mr. Arai of the reported discrepancies in a letter dated May 23, 1942 and Mr. Arai replied on June 3, 1942 that he understood they could sell as many articles as they wished and that all "discrepancies" were sold or otherwise disposed of, and that the articles not found in the storage room had been left out for use by the tenant, Mrs. J. Reid. Mr. Arai also confirmed that goods had been left at this address by Mr. Onodera.

Under date of October 10th, 1942, Messrs. Ker & Ker Limited inventoried the articles in the store at 155 East 10th Avenue and a copy of this inventory was forwarded to Mr. Arai on October 27, 1942, at which time he was requested to confirm if correct. Mr. Arai replied on November 1st, 1942 that a number of articles were missing and asked that we investigate. We wrote to the agent, Ker & Ker Limited, on November 7, 1942 asking them to re-check the items and they replied on November 10th that the small chest of drawers, clothes basket on rollers, 2 showcard frames and double steel bed were not on the premises. Mr. Arai was so advised on November 13, 1942, and there is nothing on file to indicate that these were ever found or that any further mention of same was made by Mr. Arai. In the list of goods stated to be missing by Arai, he mentioned a Neon Sign outside "under contract with Walburn Neon", but no further reference to this Sign is made on file, either by the Custodian or the Japanese.

On July 27, 1943, Mr. Arai advised he had written to the people in their former home asking them to send the goods they left in the front room, the linens, chairs, etc., but was informed that Ker & Ker had advised these people that nothing was to be taken from that room without written consent of the Custodian. Mr. Arai stated these people would take care of the shipping if we would give them the required written notice. An undated memo filed behind letter of September 28, 1943 lists the goods packed and shipped to Mrs. Arai by Mrs. Reid, tenant of 153 E. 10th Avenue, Vancouver. On this memo it is stated that nothing remained at that address belonging to the Arais, everything having been shipped.

Under date of August 2, 1944, Mr. Spain wrote to Mr. Arai stating that according to our records Mr. Reid made shipments to him and disposed of his chattels in accordance with instructions received from Mr. Arai, and we understood that no personal property remained except the dry cleaning equipment and other articles stored downstairs at 155 E 10th Avenue, and unless we heard to the contrary within a reasonable time we would assume the foregoing to be the case. (A footnote by Mr. Green states "So assume"). A memo on file dated September 26, 1944, by Mr. Spain states that chattels formerly stored upstairs at 153 E. 10th Avenue were evidently shipped to Arai or sold for his benefit by Mrs. Reid, his original tenant. This memo states information was obtained to the effect that Mrs. Reid had sold some things to second hand dealers for

CHATEL'S SUMMARY - continued.

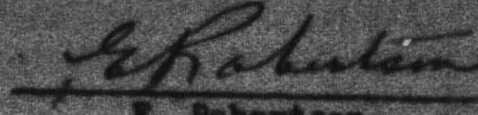
File No. 7832.

Mr. Arai and that Mr. Arai had been duly advised by us. (Letter August 2, 1944). In regard to the chattels on the ground floor, Mr. Spain listed those which were considered of no value and discarded, and those which were considered as fixtures. A footnote to this memo by Mr. Green stated "This accounts for all dry cleaning equipment besides that appraised by Thompson & Company".

The equipment at the store, 155 E. 10th Avenue, was appraised by Thompson and Company on August 1st, 1944, and sold under a Bill of Sale in September, 1944, to the purchaser of the real property.

In Mr. Arai's letter of November 1, 1942 he stated Mrs. Reid had informed him that Chan Main (to whom Mr. Arai had leased the store at 155 E. 10th) had taken away with him a portable electric sewing machine from storage at 153 E. 10th Avenue and had sold it for \$25.00 or \$35.00. On getting in touch with Chan Main the Custodian finally received \$20.00 as full payment for the above machine but on being informed of this Mr. Arai stated in his letter of December 11, 1942 that he had been advised that Chan Main had received \$25.00 for the machine and therefore requested that we collect the balance of \$5.00 from Chan Main. Efforts were made to locate Chan Main, without success, and there is nothing on file to indicate that the balance of \$5.00 was ever collected.

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


E. Robertson.

/ER
June 26th, 1947.

CHATELS SCHEDULE

File No. 7832

Kozo ARAI - Reg. No. 02774

June 25, 1947

Declared by Kozo
Arai May 6, 1942 in JP
Form as being left at
155 E. 10th Avenue, Van-
couver, B. C. (Living quarters)

	<u>SOLD</u>	<u>SHIPPED</u>	<u>AUCTIONED</u>	<u>OTHER DISPOSITION</u>
1 9x10'6 Wilton Rug		By Mrs. Reid		
3 boxes of books		"		
1 large box		"		
4 large boxes chinaware		"		
1 box silverware				Presumably dis- posed of before evacuation(3/6/42)
2 desks				-do -
4 large tables		1 - "		3 - -do -
Children's toys		"		
1 vacuum cleaner				-do -
1 Chesterfield Suite	(to Mrs. Reid prior to evacuation)			
35 picture frames				-do -
30 boxes household goods		Some -"		Some - do -
3 double beds complete				- do -
Inlaid Linoleum		"		
1 Enamel sawdust burner				Mrs. Reid advised Japanese placed this with Sterling Furniture at 2580 Main Street.

Inventory of goods
in store quarters
at 155 E. 10th Ave.,
Vancouver - taken
by Ker & Ker Oct. 10/42

Store:	1 set of shelves	}	Sold under Bill of Sale in September 1944.
	1 glass door wardrobe		
	1 glass door wardrobe		
	1 table		
	Galv. piping for clothes rack		
	1 table	}	Fixture
	1 hand electric iron		
	1 large ironing board		
	1 small " "		
	1 Singer Sewing Machine		
	1 chair	}	Sold under Bill of Sale in September 1944.
	Hoffman Steam Presser		
	1 Counter		
	1 Paper rack		
	1 electric window sign		
			no value - see 26/9/44
	1 Chair	}	Sold under Bill of Sale in September 1944
	1 Mirror		

Inventory of goods
in store taken by
Ker & Ker - cont'd.

	<u>SOLD</u>	<u>SHIPPED</u>	<u>AUCTIONED</u>	<u>OTHER DISPOSITION</u>
1 pail				no value-26/9/44
1 feather duster				worn out-26/9/44
<u>Kitchen</u>				
1 step ladder	Sold under Bill of Sale, September 1944.			
1 table				no value-26/9/44
1 round heater)				
1 3-ring gas stove)	Sold under Bill of Sale, September 1944.			
1 set of shelving)				
1 bath)				Fixtures.
1 toilet)				
1 Steam Boiler)				
1 sawdust burner for boiler)	Sold under Bill of Sale September 1944			
<u>Back Room</u>				
1 cupboard				Presumably fix-
1 table	Sold under Bill of Sale, September 1944			ture)
1 set of shelves				Fixture (tur
1 closet				Presumably fix-
2 sets curtains				Worn out, dis- carded-26/8/44.

C.R.
June 26/47

EXHIBIT NO. 250-3

DATE 1 Mar 1928

FILED BY

J.R. McMaster

R.R. #1,
Grand Forks, B. C.
March 1st 1942.

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

Dear Sir:

Re: File No. 7832

I am in receipt of your letter of October 27th and I wish to inform you that the items on the accompanying list are missing from the list which you supplied me.

Furthermore, I have been informed by Mrs J. Reid of 153 East 10th Avenue that Chan Main took a portable electric sewing machine from the storage room at 153 East 10th Avenue and sold it for \$25 or \$35, I don't know which. As I have not been credited with this money, I would like to have you investigate this matter for me. I thank you.

Yours truly,

"K. Arai

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

Date: April 10th 1948

mmw M. Searley

Attached to Exhibit 250-3

Items missing from the list you supplied me.

2 chairs

1 small chest of drawers

1 set of shelves

1 Moveable clothes rack

1 clothes basket on rollers

1 portable electric neon sign 18" x 30"

1 wired window screen for door

6 show card frames

1 pr tailor scissors

1 yardstick

1 double steel bed (complete)

1 pail

1 neon sign outside (under contract with Walburn Neon)

mm

CARBON COPY

ATTACHED TO EXHIBIT 250-1

7832

November 13, 1942

Mr Kozo ARAI,
Reg No. 02775,
R.R.No.1,
Grand Forks, B. C.

Dear Sir:

Referring to your letter of November 1 enclosing list of articles which you state are on the premises at 155 East 10th Avenue, our agent has again inspected the premises and everything is there with the exception of 1 small chest of drawers, 1 clothes basket on rollers and 1 double steel bed. We are endeavouring to have Mr Chan Main call at our office in regard to these items and also in connection with the matter of the missing sewing machine.

In regard to these premises, the only agreement we could make with the new tenant, Sung Chun, was that he was to pay three month's rent in advance, ~~with the understanding that this~~ with the understanding that this amount was not to represent the final two months of the lease, but if everything at the end of the three months is satisfactory, we would consider giving him a one year lease of the premises.

There are several matters which we have written to you about and which have not received your attention. There is the matter of the claim against you for \$27.35 made by Mr Claire E. Henry in connection with an automobile accident and the matter of the claim against you from Oscar Burritt covering the 1 1/2" encroachment on the Dalsell property; we have not heard from you in this connection.

Sometime ago we had word from Mr H.M. Drost who is Solicitor for Mr Burritt, stating that he might be willing to accept \$20.00 in full settlement.

Yours truly,

G.D. Milson
Administration Dept

mm

ATTACHED TO EXHIBIT 250-3

KER & KER
LIMITED

475 Howe Street
Vancouver, B. C.

January 6th 1943

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

Re: File No. 7832 - Kozo ARAI - 155 E. 10th Avenue

Dear Sirs:

With regard to the above store, the present tenant cannot carry on any longer and wishes to move out of the premises on the 14th day of January, 1943.

As you know, the rent is paid up until that date, and we now have a proposal from Mr Jim Wong, Chinese, who will rent this store at the present rent of \$40.00 per month. Mr Wong will pay one month's rent due January 15th, plus one month's rent on deposit which will be held as rent for the final month of his tenancy. The rents will then be paid regularly on the due date.

Mr Wong will also accept responsibility for the equipment in the Cleaner's as per inventory now held by the present tenant.

It will be understood that Mr Wong will occupy these premises on the same conditions as the former tenant in that he will keep the store in condition and make all the necessary interior repairs.

We are advising that this proposal be accepted, otherwise, it will mean that the store will be empty and we will again be faced with the difficulty of procuring a settlement from a man who has no money.

Kindly confirm this arrangement as soon as possible, so that we can have Mr Wong move into the premises on January 15th, 1943.

Yours very truly,

KER & KER LTD

"J.M. Anderson"

mu
Rental Manager.

PHONE: PACIFIC 8433

"Homes a Specialty" FOR OVER 20 YEARS

J. R. REID
NOTARY PUBLIC



GENERAL INSURANCE

515 GRANVILLE STREET
VANCOUVER, CANADA

February 28th, 1944.

EXHIBIT No. 250-6
DATE 1 Mar 1948
FILED BY J. M. G. Hunter

#379

153 - 155 East 10th Ave.

This property comprises a lane corner with approximately 22 ft. frontage, on which is erected a two storey wooden building approximately 22 x 45 ft.

The lower floor is occupied by a Chinese dry cleaning establishment with a kitchen and bedroom at the rear, also toilet.

Upstairs there is a four room suite with bathroom.

Single garage on lane.

Valuation \$1,750.00.

August 14th, 1944

The Advisory Committee on
Japanese Properties in Greater Vancouver,
315 Royal Bank Building,
Vancouver, B.C.

Re: Catalogue No. 379
153-155 East 10th Ave.

Dear Sirs:

With reference to previous correspondence which we have had in regard to the above property.

On August 7th, McCarron & Hawbolt, whose offer of \$2500.00, on behalf of their client, Mr. Herbert McAtear, had been recommended for acceptance, telephoned us, apologizing and stated that they had made a mistake in offering this amount and they subsequently wrote as follows:

"Confirming our telephone conversation of today, we wish to say that this offer was intended to read: Catalogue No. 389. We are sorry for any inconvenience this error of ours may have caused".

On receipt of this letter I wrote to those who had previously tendered, the following letter:

"On the --- instant, we advised you that your offer to purchase the above property could not be given further consideration. Circumstances have arisen whereby this property can now be made available for further offers.

The real estate and dry cleaning equipment are to be sold together and the minimum price which will be considered is \$150.00. If you are still interested and will submit a revised offer on or before noon Monday next, August 14th, the matter will be given further consideration.

We wish to advise you that a similar letter is being sent to other parties who have also made previous offers on this property so that they will have an opportunity, if they so wish, to submit further bids and these, as stated above, will be considered on Monday next"

(over)

This letter was written to Mr. H. H. Haskins, Ker & Ker, on behalf of their client, Mrs. J. D. Small, Ker & Ker on behalf of their client, Peter H. Lee, and Mr. C. H. Abbott.

Prior to 12 o'clock noon today, the following

revised offers have been received:

\$2350.00	Mr. H. Haskins
\$2400.00	Ker & Ker, on behalf of Mrs. J. D. Small
\$2200.00	Ker & Ker, on behalf of Peter H. Lee
\$2710.00	Haskins & Haskins, on behalf of C. H. Abbott

We are rejecting the first three of these offers and are recommending the Haskins & Haskins offer, on behalf of Mr. Abbott for acceptance. We would suggest that, for record purposes, in apportioning this sale as between the real estate and dry cleaning equipment, that the sum of \$2010.00 should be considered for the real estate and \$400.00 for the dry cleaning equipment.

Yours truly,

F. G. Shears,
Director.

FCS/MS

ANALYSIS OF REAL PROPERTY CLAIM

No. 1

Japanese Name: Kozo ARAI. Reg.No.: 02775

File No.: 7832

Re: 153-155 E. 10th Avenue, Vancouver, B.C.
Subdivision "F" of Lots 4, 5 & 6, Blk.28, D.L.302, Group 1, N.W.D.,
Plan 1246.

CATALOGUE NO.: 379 (Tenders closed Oct. 4, 1943)

APPRAISAL: \$1750.00 - J. R. Reid & Company, February 28, 1944.

OFFERS:

- \$2050.00 - July 21, 1944 for land, furniture and equipment. Ker & Ker Ltd. on behalf of Peter Wah Lee. Rejected.
- \$2100.00 - July 22, 1944 for land, furniture and equipment. Ker & Ker Ltd. on behalf of Mrs. J.D. Small. Rejected.
- \$1500.00 - July 26, 1944. Nick Nakonechny. Rejected.
- \$1910.00 - July 31, 1944 for land and equipment. C. N. Abbott. Rejected.
- \$2160.00 - Aug. 3, 1944 - revised offer by C.N.Abbott for land and equipment. Rejected.

The following revised offers were received after the above persons were advised that the real property and dry cleaning equipment were to be sold together and the minimum price which would be considered would be \$2150.00:

- \$2250.00 - Aug. 8, 1944. McCarron & Hawbolt on behalf of Harry Singh. Rejected.
- \$2200.00 - Aug. 11, 1944. Ker & Ker Ltd. on behalf of Peter Wah Lee. Rejected.
- \$2350.00 - Aug. 12, 1944. N. Nakonechny. Rejected.
- \$2400.00 - Aug. 12, 1944. Ker & Ker Ltd. on behalf of Mrs. J. D. Small. Rejected.
- \$2410.00 - Aug. 14/44. McCarron & Hawbolt on behalf of C. N. Abbott. Accepted.

Approved by Advisory Committee on August 16, 1944.
Japanese advised of sale in letter of December 6, 1944.

SOLD:

\$2410.00 to Mr. C. N. Abbott, as follows:

Real Property - \$2010.00
Equipment - 400.00 - \$2410.00

Date of Adjustments August 22, 1944
Statement of Adjustments on Claim File
Actual net credit from sale of real property and equipment shown in Bill of Sale -
\$2276.49, as per Statement of Sale on Claim File.

CLAIM:

Estimated value of real property as given by ARAI	-	\$5,000.00
" " cleaning equipment	"	- 1,778.50
" " Goodwill	"	- 2,000.00
Total	-	8,778.50

Less amount which Japanese states property sold for by Custodian (Actual sale price \$2010. for real property and \$400.00 for chattels)	-	2,274.50
Amount being claimed	-	6,504.00

NOTE: See Analysis of Personal Property Claim for Cleaning Equipment sold under Bill of Sale - \$400.00)

G. Robertson

No. 3

ANALYSIS OF CLAIM relative to

Business operated by Kozo ARAI at 866 Howe Street,
Vancouver, B.C., known as "Panama Cleaners & Dyers"

Japanese Name: Kozo ARAI.

Reg. No. 02775.

File No. 7832.

CHATTEL MORTGAGE dated April 17, 1942 (as per copy on Claim File) was entered into between John Christensen (Dry Cleaner) and Kozo ARAI in the sum of \$345.00, being balance due on the goods, chattels, furniture and household stuff equipment at 866 Howe Street, Vancouver, as per Inventory annexed to the above Chattel Mortgage, as at April 20, 1942.

Final payment under this Chattel Mortgage was made by Mr. Christensen on March 16, 1943, and the Original Chattel Mortgage was forwarded to Mr. Christensen on April 16, 1943. Mr. Arai was so advised by the Custodian in a letter dated April 16, 1943.

<u>CLAIM:</u>	Estimated value of above Business given by Japanese	- \$3,000.00
	Less "forced sale by owner to John Christensen"	- 800.00

Amount being Claimed:	\$2,200.00
-----------------------	------------

/ER

E. Christensen

Mr. Rask's valuation \$1,950.
Committee approved Aug. 16/44

McCARRON & HAWBOLT

REAL ESTATE AND INSURANCE

HOMES : FARMS : APARTMENTS

350 WEST PENDER STREET

VANCOUVER, B. C.

august 19th. 1944.

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

Rec'd AUG 19 1944
File No. 7832
Ans. ☒
Referred

Dear Sirs; Re; Catalogue NO. 379.
153-155 East 10th. Av.

Your letter at hand recommending acceptance of our clients offer on above property.

We enclose check in the amount of \$ 2169.00, being the balance of the purchase price of \$2410.00.

Particulars for registration are as follows:-

Clarence Noah Abbott,
Retired.
543 East 10th. Av. Vancouver, B.C.
British Subject.

Yours truly,

McCarron & Hawbolt,

McCarron & Hawbolt,
J. F. McCarron.

Encl.

REAL ESTATE · RENTALS



LOANS · INSURANCE

MEMBERS
VANCOUVER REAL ESTATE
EXCHANGE LTD.

VANCOUVER INSURANCE AGENTS
ASSOCIATION

AGENTS
MARINE INSURANCE

AGENTS
STOCK EXCHANGE
BUILDING

TELEPHONES:
PACIFIC 2241-2242-2243

KER & KER LIMITED

475 HOWE STREET
VANCOUVER, B. C.

August 12th 1944.

AGENTS
LONDON GUARANTEE &
ACCIDENT CO., LTD.

ROYAL INSURANCE
COMPANY, LIMITED

THE NORTHERN ASSURANCE
COMPANY, LIMITED

SCOTTISH METROPOLITAN
ASSURANCE CO., LTD.

THE CASUALTY COMPANY
OF CANADA

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

Attention Mr. F.G. Shears

Dear Sirs:-

Re: Catalogue #379 - Lot F/4-6/28/302
153-155 E. 10th Avenue, Vancouver, B.C.

In reply to your letter to us of August 8th 1944 in connection with an offer submitted by us on behalf of Mrs. J.D. Small, wherein you advised that you are prepared to accept further offers on the above property until Monday, August 14th 1944.

We have been instructed by Mrs. J.D. Small to submit an increased offer to the Office of the Custodian for the property in the amount of \$2400.00 all cash. It is understood that Mrs. Small's offer is for a Clear Title to the property, furniture and cleaning equipment, situated in 153-155 E. 10th Avenue, as per Inventory attached to our former letter under date of July 22nd 1944.

We enclose herewith our cheque in the amount of \$210.00 as deposit, which deposit will form part of the Purchase Price. We realize that this is not 10% of the offer made but it is the original cheque tendered by us on behalf of Mrs. Small and we trust that this amount will be acceptable to your Department as a deposit.

The offer is also subject to existing tenancies.

Please advise us of your decision in this connection.

Yours very truly,

KER & KER LTD.

Per. *Alan N. Ker*

DDD:DR
Encl.

1151 Richard Street
Vancouver, B. C.

12th August 1944.

Rec'd	AUG 13 1944
File No.	7832
Ans.	
Referred	

The Director,
Japanese Evacuation Section,
Department of Secretary of State,
Vancouver, B. C.

Dear Sir:

re Catalogue No. 379
153-155 East 10th Ave.

With reference to your letter of 8th instant
I hereby tender a bid for \$2350 for the above property
and enclose my Certified Cheque for \$235.

Yours faithfully,

A. Nakonechuy

AUG 14 1944
Received \$235 cheque
to HK

REAL ESTATE • RENTALS

LOANS • INSURANCE



MEMBERS
VANCOUVER REAL ESTATE
EXCHANGE LTD.
VANCOUVER INSURANCE AGENTS
ASSOCIATION

AGENTS
MARINE INSURANCE

AGENTS
STOCK EXCHANGE
BUILDING

TELEPHONES:
PACIFIC 3241-3242-3243

KER & KER LIMITED

475 HOWE STREET
VANCOUVER, B. C.

August 11th 1944.

AGENTS
LONDON GUARANTEE &
ACCIDENT CO., LTD.

ROYAL INSURANCE
COMPANY, LIMITED

THE NORTHERN ASSURANCE
COMPANY, LIMITED

Rec'd	SCOTTISH METROPOLITAN
File No.	ASSURANCE CO., LTD.
Ans.	THE CASUALTY COMPANY
Referred	OF CANADA

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

Attention Mr. F.G. Shears

Dear Sirs:-

Re: Catalogue #379 - Lot F/4-6/28/302
153-155 E. 10th Avenue, Vancouver, B.C.

In reply to your letter to us of August 8th 1944 in connection with an offer submitted by us on behalf of Mr. Peter Wah Lee, wherein you advised that you are prepared to accept further offers on the above property until Monday, August 14th 1944.

We have been instructed by Mr. Peter Wah Lee to submit an increased offer to the Office of the Custodian for the property in the amount of \$2200.00 all cash. It is understood that Mr. Lee's offer is for a Clear Title to the property, furniture and cleaning equipment, situated in 153-155 E. 10th Avenue, as per Inventory attached to our former letter under date of July 22nd 1944.

We enclose herewith Mr. Peter Wah Lee's cheque in the amount of \$205.00 as deposit, which deposit will form part of the Purchase Price. We realize that this is not 10% of the offer made, but it is the original cheque tendered to us by Mr. Lee and we trust that this amount will be acceptable to your Department as a deposit.

The offer is also subject to existing tenancies.

Please advise us of your decision in this connection.

Yours very truly,

KER & KER LTD.

Per. *A. J. Davis*

DDD.DR
Encl.

543 East Tenth Avenue,
Vancouver, B. C.

August 3rd, 1944.

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

Dear Sirs:

Re: Catalogue No. 379.

I herewith submit an offer of \$2160.00 for the
property at 153-155 East Tenth Avenue. This price includes
the purchase of the dry cleaning equipment on the premises.

Yours truly,

C. N. Abbott.

C. N. Abbott.

Cat: 379

1151 Richard St
Van B.C. July 26/44

Dear Sir;

I am putting \$1.50⁰⁰ deposit for
the Japanese property on 10th ave East 153-155
The property is \$15.00⁰⁰

Rec'd	JUL 27 1944
File No.	
Ans.	
Referred	

Yours Truly
NAKONECHNY
Mr Nick Nakonechny
1151 Richard St.

7832

September 23, 1942

Mr. Kozo Arai,
Reg. No. 02775,
Sunnyside Ranch,
Grand Forks, B. C.

Dear Sir:

Enclosed find a copy of a letter we have received from our agents in connection with your property at 155 East 10th Avenue, which is rented to Mr. Chan Main.

It would appear that Chan Main took over this business from you agreeing to pay \$60.00 per month rent, this latter amount representing the good will of your business. Apparently the business has not turned out as well as he expected and he is unable to make the monthly payments of \$60.00. Our only course is to put the bailiff in and seize his present stock and fixtures, which we understand are worth only about \$150.00 and then we would have to rent the store at the current rent of the district which is about \$20.00 per month, or, we can carry out our agent's recommendations to cancel the present lease and accept the \$25.00 per month.

Will you kindly give us your opinion in regard to this matter.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

Enc.

REAL ESTATE STUDENTALS



LOANS • INSURANCE

MEMBERS
VANCOUVER REAL ESTATE
EXCHANGE LTD.
SEP 22 1942
VANCOUVER INSURANCE AGENTS
ASSOCIATION

AGENTS
MARINE INSURANCE

AGENTS
STOCK EXCHANGE
BUILDING

TELEPHONES:
PACIFIC 3241-3242-3243

KER & KER
LIMITED

475 HOWE STREET
VANCOUVER, B. C.

Milson ✓
AGENTS
LONDON GUARANTEE &
ACCIDENT CO., LTD.

ROYAL INSURANCE
COMPANY, LIMITED

THE NORTHERN ASSURANCE
COMPANY, LIMITED

SCOTTISH METROPOLITAN
ASSURANCE CO., LTD.

THE CASUALTY COMPANY
OF CANADA

September 21st, 1942.

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

Dear Sirs: Re: File No. 7832 - ARAI, Kozo - 155 E. 10th Ave.

For some time past Mr. Chan Main has not paid the rent on the above store according to Lease between himself and Mr. Arai. This Lease calls for a payment of \$60.00 per month rent.

The writer has visited Mr. Chan Main several times and has finally been able to see Mr. Chan Main in company with his cousin who is able to talk English quite well. We herewith hand you the following report.

This business was apparently sold by the Japanese, Mr. Arai, to a white man for \$500.00. The white man evidently could not make this business go and walked out on the Japanese after quite an altercation. The Chinese, Mr. Chan Main, then made an agreement with the Japanese regarding the business, not knowing that the large portion of the trade had virtually vanished. Mr. Main, therefore, finds it quite impossible to carry on this business and pay \$60.00 per month. Frankly, the material in this cleaning business would not cost above \$150.00 all told.

The point now is that the rent of this store should certainly not be more than \$20.00 per month. If would, therefore, seem that if Mr. Chan Main paid \$25.00 per month he would then be able to make the business go. On the other hand, if we thought of putting the bailiff in to clean this matter up, there would be little or nothing for anybody except the empty store which we would then have to rent. We believe Mr. Main would agree to pay \$25.00 per month and would suggest that we accept this on the understanding that he pays \$25.00 per month back to the date when he stopped paying the rent some months ago.

Office of the Custodian

- 2 -

September 21, 1942.

This, of course, would be on the understanding that the lease between Mr. Arai and Mr. Chan Main would be automatically cancelled.

We would appreciate your advice and instructions in this matter before saying anything further to Mr. Chan Main.

Yours very truly,

KER & KER LTD.

Jm Anderson
Rental Manager

JMA:HD

REAL ESTATE • RENTALS



LOANS • INSURANCE

MEMBERS
VANCOUVER REAL ESTATE
EXCHANGE LTD.

VANCOUVER INSURANCE AGENTS
ASSOCIATION

AGENTS
MARINE INSURANCE

AGENTS
STOCK EXCHANGE
BUILDING

TELEPHONES:
PACIFIC 3241-3242-3243

KER & KER LIMITED

475 HOWE STREET
VANCOUVER, B. C.

Sept. 9th 1942.

AGENTS
LONDON GUARANTEE &
ACCIDENT CO., LTD.

ROYAL INSURANCE
COMPANY, LIMITED

THE NORTHERN ASSURANCE
COMPANY, LIMITED

SCOTTISH METROPOLITAN
ASSURANCE CO., LTD.

THE CASUALTY COMPANY
OF CANADA

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

Attention Mr. F.G. Shears,
Assistant Manager.

Dear Sir:-

Re: File No. 7832 - ARAI, Kozo
155 East 10th Avenue.

Further to the writer's report on the above property and in reply to your letter to us of June 25rd 1942 wherein you asked us to advise you if we had any further trouble in collecting the rents on the above premises.

We are at the present time having difficulty in collecting the rent for the main floor premises from Mr. Chan Main, the tenant. We were informed by Mr. Chan Main, when making our Report, that he had leased these premises from Mr. Kozo Arai for a period of one year from April 5th 1942 to April 5th 1943 at a rental of \$60.00 per month or \$720.00 per year. This is the information we inserted in our Report, it was received verbally from Mr. Chan Main.

Our Mr. J.M. Anderson, Rental Manager, saw Mr. Chan Main's Cousin who had the Lease covering the property and this Lease was dated April 15th 1942 to April 15th 1943. He had apparently paid three month's rent, namely \$180.00, which was the last three months rent under the said Lease. Mr. Chan Main and his cousin were endeavoring to construe this to be the first three months rent. In addition to this Mr. Chan Main stated that he had paid the rent of \$60.00 from April to May.

We subsequently endeavored to collect the May to June and June to July rent and Mr. Chan Main stated that he had also deposited this to the Bank account of Mr. Kozo Arai but we have no proof of this, neither could we obtain same from Mr. Chan Main.

We would therefore ask you to immediately contact the Evacuee and ascertain if the rent for these two months has been paid. We were able to collect the rent of \$60.00 on July 7th 1942, which we construed as rent for the period from July 5th to August 5th, but we gave Mr. Chan Main a receipt for \$60.00 on account of rent. Since that date we have been unable to collect anything from Mr. Chan Main and until such time as we know whether the rents for the two months period as questioned above have been paid to the Evacuee, our hands are more or less tied as to what action to take.

Office of the Custodian,

-2-

Sept. 9th 1942.

Will you kindly advise us at your earliest convenience after receiving the information from the Evacuee. Mr. Chan Main states that he is not making any money and is an extremely difficult individual to deal with.

Re Mr. and Mrs. John Reid, the tenants in 153 East 10th Avenue; the writer understood from them that they were paying a rental of \$25.00 per month, but we now understand from Mrs. Reid that the rental is only \$20.00 per month. They state they paid the rent for the period from May 7th to June 6th to Mr. Arai and also paid \$20.00 for the period from June 7th to July 6th to the Bank to the account of Mr. Arai. We collected the rent for the period from July 7th to August 6th from Mrs. Reid and forwarded it to your Department.

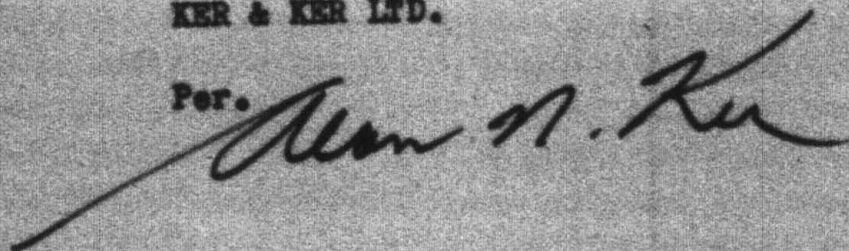
Will you please ascertain from Mr. Arai whether the rent in this case is \$20.00 or \$25.00 per month, and also as to whether he has received or been credited with the rent to July 6th.

Commending the above matters to your kind attention, we remain,

Yours very truly,

KER & KER LTD.

Per.



ANK:DR

P.O. Box 218,
Grand Forks, B.C.,
December 21, 1944

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

EVACUATION SECTION	
Rec'd DEC 27 1944	File # 7832
Returned	

Dear Sir: Re: File No. 1832

According to your letter of December 6th,
my property has been sold and I would like to
know whether or not it is possible to have the
Hoffman's Steam Press, Steam Boiler with
burner, Singer Sewing Machine and the
Electric Iron sent to me here. These were
some of the articles left at this property at
the time of evacuation and since the property
has been sold I find I must have these
articles sent to me if at all possible.

I thank you.

Yours truly,

K. Akai,
Reg. No. 02775

File 7832
MEMORANDUM

September 26, 1944.

File: 7832

To: The file

From: Mr. Spain

Re: Kozo ARAI
153-155 East 10th Ave.

The chattels formerly stored upstairs at 153 East 10th Avenue were evidently shipped to Kozo ARAI or sold for his benefit by Mrs. Reid, his original tenant.

Enquiries elicited information to the effect that Mrs. Reid had sold some things to second hand dealers for Mr. ARAI, and Mr. ARAI has been duly advised by us as per letter on file. (Aug 24/44)

As regards the chattels on the ground floor at 155 East 10th Ave., some explanation might clarify the situation here. The following is a report based on inspection made by me today:

Kitchen: 1 Table (Old, no value) ✓
✓ 1 Set shelves (Immovable fixtures)
1 Bath " " ✓
1 Toilet " " ✓
Miscellaneous: 2 Chairs (old, no value)
1 Small chest of drawers (no value) ✓
✓ 1 Set shelves (Immovable fixture)
✓ 1 Clothes rack (no value)
✓ 1 Portable Neon Sign (no value)
✓ 4 Show Card frames " " ✓
✓ 1 Pair Tailors Scissors (Worn out)
✓ 1 Yard tape (worn out, discarded)
✓ 1 Pail (old, no value)
2 Sets curtains (worn out, discarded) ✓
✓ 1 Wired window screen (no value)
1 Feather duster (worn out)
1 Galvanised piping clothes rack (Fixture)

GSS/pls

cc. Mr. Spain

Noted

*This account for all cleaning equipment
by the last approved by Thompson*

August 2, 1944.

Mr. Kozo ARAI,
Reg. No. 02775,
P. O. Box 218,
Grand Forks, B. C.

Dear Sir:

With reference to your household chattels stored upstairs at 153 East 10th Avenue, which you left in charge of your friend Mr. Reid.

According to our record, Mr. Reid made shipments to you and disposed of your chattels in accordance with instructions received from you and we further understand that no personal property remains except the dry cleaning equipment and other articles stored downstairs at 155 East 10th Avenue..

Unless we hear from you to the contrary within a reasonable length of time, we will assume the foregoing to be the case.

Yours truly,

Geo. B. Spain
Protection Department

to assume
[Signature]

GBS/MAC

7832

May 23, 1942

Messrs. Ker & Ker Ltd.,
475 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Kozo Arai

We received your letter of the 16th enclosing a report on the above party, for which we thank you.

We note that Arai has rented his store with living quarters at 155 East 10th Avenue, to Chan Main, for one year at a rental of \$60.00 a month, and he has also rented the upstairs suite at 153 East 10th Avenue to John R. Reid, for \$25.00 a month and you consider this a satisfactory rental. Please advise tenants to make payments of all rentals to you.

We are writing to Arai who is now living at Grand Forks, in connection with the discrepancies in his inventory and will advise you in receipt of his reply.

In regard to the amount of \$519.00 due to Miss Florence E. Burritt, representing a mortgage on this property, the Footes Agency who are agents for Miss Burritt, inform us that Arai is making his payments of \$20.00 a month direct to them and is not in arrears.

Will you please instruct Mr. John Christensen to make all payments direct to you, on the chattel mortgage which Arai holds?

Please report and remit monthly all monies received?

Yours truly,

GDM/GH

R. P. Alexander
Assistant Manager

Registration Number 02773

ARAI, KOZO.

155 E. 10th Avenue, Vancouver, B.C.

LOCATION AND NATURE OF PROPERTY:

Subdivision "F", Lots 4 to 6, Block 28,
D.L. 302, Group 1, New Westminster District.

OWNERSHIP:

ARAI, KOZO.

BUILDING:

A 2 storey frame commercial and residential building situated immediately West of Main Street on a lane corner on the North side of 10th Avenue. The ground floor contains a Dry Cleaning establishment in the front. 1 bedroom, kitchen and bathroom at the rear. The second floor (known as No. 153 East 10th Avenue) contains living-room, dining-room, 2 bedrooms, kitchen and bathroom. One room is utilized by Kozo Arai for storage purposes, which is in accordance with Government J.P. Form. There is a concrete basement with hot air heating plant which supplies heat for both ground and upper floors. At the rear of the property is a garage and wood-shed. The exterior and interior of the building are in fair condition.

LAND:

The size of the Lot is 22 x 120

TAXES:

No arrears. 1942 Taxes \$49.48 gross; rebate \$1.98;
Nett \$47.50. No local improvements.

ASSESSMENT:

Land \$ 400.00
Bldg. \$ 1100.00
Total \$ 1500.00

INSURANCE:

As shown on J.P. Form:
North West National Insurance Company of Milwaukee
Policy #66598, \$1000.00, expiring October 15th 1944.
New England Fire Insurance Policy #6251717, \$1000.00
(no expiry date).
B.C. Plate Glass Insurance Company Vancouver, B.C.
Policy (No Number), Expiring July 27th 1943.
The Policies are apparently in possession of the owner
and as the owner has already left the City it was
impossible for us to check them.

FINANCIAL POSITION:

Regarding the financial position of the property, we have checked the information as shown on the J.P. Form which states that there is an amount of \$519.00 owing Miss Florence Ethel Burritt of 29 East 12th Avenue, with the Agent who collects these funds on her behalf. The Agent is Footes Agency, 138 E. Broadway, who verbally advised the writer on May 14th 1942 that this was the correct amount outstanding and that the payments were \$20.00 per month, payable on the 1st of each and every month including interest at 7%.

Re the Chattel Mortgage under Item 5, J.P. Form, John Christensen in the amount of \$345.00, Agent H. Hargreaves, 10th Avenue & Main Street, we have checked this matter with Mr. Hargreaves and find that he merely drew up the document and that Mr. Christensen is making his payments on this Chattel Mortgage direct to the Mount Pleasant

4291
from
20

May 6/42

Branch of the Bank of Montreal. We will locate Mr. Christensen and advise him to make his payments on this Chattel Mortgage to this office and forward same to the Custodian if this is your wish in this matter. Will you kindly advise us regarding same.

Regarding the Owner's personal financial position, we, of course, have no way of ascertaining this as, to the best of our knowledge, he has already left the City.

REMARKS:

Mr. Kozo Arai, prior to leaving, leased the ground floor premises to Mr. Chan Main for a period of one year from April 5th 1942 at a rental of \$720.00 per year, to be paid at the rate of \$60.00 per month and instructed Mr. Chan Main to deposit the said rent of \$60.00 per month to his account in the Mount Pleasant Branch of the Bank of Montreal. Mr. Arai also rented the upstairs living quarters, known as 153 East 10th Avenue, to Mr. John R. Reid of Vancouver, B.C., at a rental of \$25.00 per month, commencing May 7th 1942, and instructed Mr. and Mrs. Reid to deposit the said rent to his account in the Mount Pleasant Branch of the Bank of Montreal.

Re Furniture List attached to J.P. Form:

The writer checked this list to the best of his ability without examining the interior of any particular box and found that their disposition was as follows:-

1 only 9 x 10 Wilton Rug, value on list \$140.00.
Not in storage room.

39 only boxes of goods, etc. value on list \$1500.00.
The writer could only locate 17 boxes, and did not check the contents.

2 only desks, value on list \$45.00.
Not in storage room.

4 only large tables, value on list \$75.00.
Not in storage room, in use by upstairs tenant.

Childrens' Toys, value on list \$150.00.
One box only, value in writer's opinion approximately \$10.00.

1 only Vacuum Cleaner, value on list \$98.00.
Not in storage room.

1 only Chesterfield Suite, value on list \$364.50.
Advised by upstairs Tenant, Mrs. J. R. Reid that she purchased same from Mr. Kozo Arai, and now in use by her.

35 only picture frames, value on list \$125.00
Not in storage room.

2 only double beds complete, value on list \$180.00.
Not in storage room.

Inlaid Linoleum, value on list \$150.00
Not in storage room, in use by upstairs tenant.

1 only enamel kitchen sawdust burner, value on list \$186.50.

Advised by tenant that Mr. Kozo Arai had placed same with Sterling Furniture Company at 2580 Main Street.

Note: The store room also contains several boxes with the name G. Onodera written on same.

The key for the store room is still in possession of the upstairs tenant Mr. & Mrs. John R. Reid, who seem to be reliable people.

RECOMMENDATIONS:

We advise that the above arrangements regarding the rentals of the two premises be allowed to stand. We will advise the present tenants to pay their rents to this office, and will in turn forward them to the office of the Custodian.

THE RENTAL VALUE:

The rents which are being received for this property are satisfactory.

THE SALE VALUE:

The sale value of this property is difficult to arrive at. Based upon its location, classification of the building, etc., we could not put a higher value than \$2,000.00 on same, yet from the revenue standpoint it should demand a higher figure, as it is well rented, and unless Mr. Arai wishes to dispose of the property we would recommend that it be left in its present status.

The above property was inspected on May 15th 1942 by the writer.

KER & KER LTD.

Per.

Alan H. Ker

Dec. 27th, 1944.

Mr. Koso ARAI.
Registration No. 02775.
P.O. Box 218,
Grand Forks, B.C.

Dear Sir:

We are in receipt of your letter of December 21st with reference to your property sold at 153-5 East 10th Ave. and we regret very much that a mistake was made in our letter of December 6th in not informing you that the equipment and the property was sold for the sum of \$2,410.00 as follows:

Real property	-	\$2,010.00
Equipment		<u>400.00</u>
		\$2,410.00

Yours truly,

George Peters
Administration Department

GP:PR

THOMPSON & COMPANY
AUCTIONEERS AND APPRAISERS

ESTABLISHED 20 YEARS

ROYAL TRUST BUILDING.
528 PENDER STREET WEST.
VANCOUVER, B. C.

August 1st. 1944.

Department of the Secretary of State.
Office of the Custodian.
Royal Bank Bldg.
City.

Attention Mr. Spain.

Dear Sir : RE KOZO ARAI. FILE # 7832 - 155 EAST 10TH AVE.

Enclosed please find Inventory and appraisal covering
chattels & effects on above premises.

Yours Truly.

THOMPSON & CO.

Per

W. G. B. Thompson

M.B./W.T.

Mr. Swans advised

*Requisition for cheque appraisal expenses
\$4.52 when file to hand.*

THOMPSON & COMPANY

AUCTIONEERS AND APPRAISERS

ESTABLISHED 20 YEARS

ROYAL TRUST BUILDING.
626 PENDER STREET WEST.
VANCOUVER, B. C.

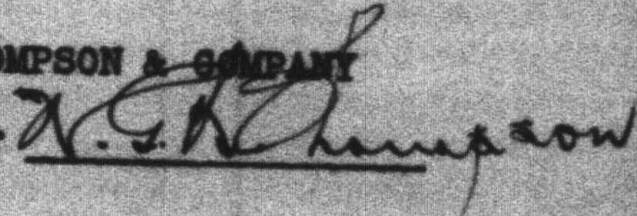
INVENTORY & APPRAISAL RE KOZO ARAI- FILE #7832. 155 EAST 10TH. AVE.

1- Wardrobe - Glass doors	\$10.00
1- Wardrobe - Glass doors	15.00
1- Work Table (old)	50
1- Work Table (old)	50
1- Electric Iron	4.00
2- Ironing boards	75
1- Singer Sewing Machine	50.00
2- Chairs	80
1- Hoffman Steam Press	75.00
1- Counter	1.00
1- Paper Rack	1.00
1- Mirror	7.00
1- Step ladder	1.00
1- Table	50
1- Round Heater	4.00
1- Gas Stove	5.00
1- Steam Boiler with Sawdust Burner	50.00
	<u>\$226.05</u>

We hereby certify that in our opinion the sum of Two hundred & twenty six dollars & five cents is a fair and just valuation of the above goods & chattels at to-days market.

THOMPSON & COMPANY

per



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

Copy.
PHONE PACIFIC 6131

PLEASE REFER TO
FILE NO. 7832

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

8th January, 1943.

Mr. Kozo ARAI,
Registration No. 02775,
Sunnyside Ranch, R. R. 1,
GRAND FORKS, B. C.

Dear Sir:

Our No. 34

Re: Motor Vehicles

Your 1930 Model "A" Ford

which was surrendered to the Authorities, has been
sold for \$140.00

Charges against your car were as follows:

Liens \$

Administrative Expenses \$ 25.53

The Balance thereafter remaining of \$114.47

has been placed to your credit in our trust account.

Yours truly,

M. Sullivan,
Specified Articles Department.

RPA:MA
6

July 18th 1942

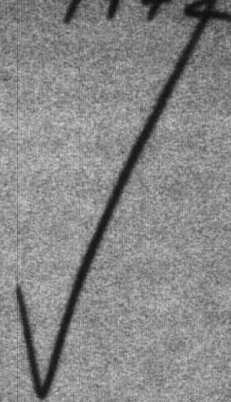
J. W. McPherson.

Custodian

506. Royal Bank Bldg

Vancouver B.C.

#34



Tender for Car

Dear Sir.

- I herewith tender the sum of Sixty-five Dollars (\$65.00) for 1930 Ford Tender, Custodian No. 34 now stored at McDermott
- Motors - 1200 Georgia St. Vancouver
- Marked cheque for the sum of Six-dollars & fifty cents enclosed

A. F. Bryden

2701. W. Broadway

Vancouver

B.C.

202

W. M. /

COPY

July 21st, 1942

NO. 34

The Custodian,
Dept. of Sec. of State

Dear Sir:

I wish to tender this bid on car at Location A. No.
74 of \$80.00.

As an alternate car I would be prepared to make the
same bid on car at location C. No. 34.

Enclosed please find the 10% check for this tender,

Sincerely yours,

(Signed) "W. G. Watson"
1460 Nelson Street,
Vancouver, B.C.

540 Gore Ave.,

July 22nd, 1942.

To the Custodian,
Royal Bank Building,
Vancouver, B.C.

#34

Dear Sir,

I hereby send this offer to you for the purchase of
1930 Model "A" Ford Tudor at Location "C" Custodian NO. 34, ✓
the bid of One Hundred and Thirty-five dollars (\$135.00).

I herewith enclose certified cheque for Thirteen Dollars and
fifty cents (\$13.50).

Yours truly,

E. Ling

✓
238



BOWELL, McDONALD MOTOR COMPANY, LIMITED

615 BARRARD STREET

VANCOUVER, B.C.

TELEPHONE
TRINITY 3311

#34



July 24th, 1942.

Mr. C.W. McPherson,
Authorized Deputy of the Secretary of State,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Enclosed please find our cheque for \$ 8.00 being 10% of the
amount of our tender on Automobile,

#34, Location C, 1930 Ford Tudor,

\$80.00

Yours truly,

BO ELL, McDONALD MOTOR CO. LTD.;

JGMCD/jw

80

JOHNSTON MOTOR CO. LIMITED*Authorized Dealers Plymouth and Chrysler*

TELEPHONE: FAIRMONT 0424



SEVENTH AND MAIN STREET

VANCOUVER, B.C.

July 25th, 1942

#34

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

Dear Sir:

We wish to submit our tender for purchase
of the following unit listed in your catalogue covering
Japanese Vehicles.

<u>MAKE</u>	<u>LOCATION</u>	<u>MODEL</u>	<u>YEAR</u>	<u>STYLE</u>	<u>CUSTODIAN NO.</u>	<u>OUR OFFER</u>
Ford	C	A	1930	Tudor	34	\$75.00 ✓

Enclosed please find certified cheque to
cover 10% of our offer.

Yours very truly,

JOHNSTON MOTOR CO. LTD.

482

DEX-1528.R

4256 - Lyndale St
New Westminster

17-7-42

Dear Sir.

Please find enclosed certified
cheque for \$14 being 10% of my price offered
for Model A (Ford Tudor) Custom No 34
stamped at 1930 Model
at Mc Dermott Motor's Ltd. The
car will be used for transportation to
the North Star Shipyard. My full
price offered is \$140.

Yours Sincerely

A. G. Marshall

Accepted

✓
199

7832/1

April 16, 1943.

Mr. John Christensen,
4291 Main Street,
Vancouver, B. C.

Dear Sir:

Re: Kozo ARAI

Respecting the Chattel Mortgage dated
April 17th, 1942 between yourself and the above,
attached please find statement showing that payments
have been made in full in connection with this matter,
and we also send you original Chattel Mortgage which
we no longer require for our records.

Yours truly,

P. Doust,
Administration Department.

PD:BT

Encls. 2

7532/1

**SCHEDULE OF PAYMENTS ON CHATTEL MORTGAGE
JOHN CHRISTENSEN TO KOZO ARAI
DATED 17th APRIL 1942**

April 20, 1942	Balance			
May 15, 1942	Paid on account to Bank of Montreal, Broadway & Main Street Branch		\$345.00	
June 15, 1942	"	\$28.75	316.25	Balance
July 13, 1942	"	28.75	287.50	"
August 12, 1942	"	28.75	258.75	"
September 14, 1942	"	28.75	230.00	"
October 1942/February 1943.	"	28.75	201.25	"
	Paid to Custodian's Office in 5 monthly payments each \$28.75.....	143.75	57.50	"
March, 1943	Paid to Custodian's Office in 2 payments of \$28.75 covering March and April	57.50	Nil	Balance

.....

All payments have been completed and the original Chattel Mortgage is returned herewith.

PD:BT

7832/1

April 16, 1943.

Mr. Koso Arai,
Japanese Registration No. 02775,
R. R. No. 1,
Grand Forks, B. C.

Dear Sir:

With reference to the Chattel Mortgage between John Christensen and yourself dated April 17th 1942, amount \$345.00 which was to be paid back at the rate of \$28.75 per month, we understand from the Bank of Montreal, Broadway and Main Street Branch, Vancouver, that the first five payments, viz. May/September 1942 were made to them for your account, which left a balance of \$201.25. This amount has been paid by Mr. Christensen to this office in five monthly payments of \$28.75 from October 1942 to February 1943, and two payments were made in March amounting to \$57.50 covering March and April 1943 payments.

We understand this Chattel Mortgage was not registered so that no release is necessary, and we will return, therefore, the original Chattel Mortgage to Mr. Christensen, as this matter is now completed. ✓

Yours truly,

P. Douet,
Administration Department.

PD:BT

✓ Chattel Mtge.
pd in full

September 22nd, 1944

REAL PROPERTY MEMORANDUM

FILE NO: 7832

NAME: KOZO ARAI

CATALOGUE NO: 379

RE: 153-155 East 10th Avenue, Vancouver, B.C.
Store and rooms

CERTIFICATE OF ENCUMBRANCE:

Description of Property: City of Vancouver, Subdivision "F"
of Lots 4, 5, and 6, Block 28, Dis-
trict Lot 302, Group 1, New Westminster
District, Plan 1246

Encumbrances: Mortgage in favour of Florence E. Burritt.
Balance owing of \$26.77 paid from pro-
ceeds of sale.

Taxes: 1944 taxes of \$47.88 paid. No arrears.

Vested: No. 34681

VALUATION BY APPRAISER: \$1,750.00

AMOUNT OF BID: \$2,010.00 For Equipment - \$400.00

APPROVED BY ADVISORY COMMITTEE: August 16th, 1944

AMOUNT RECEIVED BY CUSTODIAN: \$2,010.00 For Equipment - \$400.00

NAME OF PURCHASER: Clarence Noah Abbott

KWH/JF
Attach.

K. W. WRIGHT

783~
"A"

"COPY"

THIS INDENTURE

made the Seventeenth day of April in the year of our Lord one thousand nine hundred forty-two

BETWEEN

JOHN CHRISTENSEN (Dry Cleaner) of 4291 Main Street, in the City of Vancouver, Province of British Columbia

hereinafter called the "Grantor," of the FIRST PART:

AND

KOZO ARAI (Dry Cleaner) of 153 East Tenth Avenue, in the City of Vancouver, Province of British Columbia

hereinafter called the "Grantee," of the SECOND PART:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Three Hundred forty-five-----Dollars (\$ 345.00) of lawful money of Canada to him in hand well and truly paid by the said Grantee, at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged), HATH granted, bargained, sold and assigned, and by these Presents DOTH GRANT, bargain, sell, and assign unto the said Grantee

ALL AND SINGULAR the goods, chattels, furniture and household stuff hereinafter more particularly mentioned and described together with all other goods, chattels, furniture and household stuff which may be brought on to the premises in addition to or in substitution for the said goods and chattels, furniture and household stuff or any part thereof:--

ALL WHICH said goods, chattels, furniture, and household stuff equipment are in possession of the Grantor at 866 Howe Street, in the City of Vancouver, Province of British Columbia

TO HAVE AND TO HOLD all and singular the said goods and chattels, furniture and household stuff and dry cleaning equipment unto the said Grantee TO THE ONLY PROPER USE AND BEHOOF of the said Grantee for ever: PROVIDED ALWAYS and these presents are upon this express condition, that if the said Grantor do and shall well and truly pay or cause to be paid unto the said Grantee the full sum of Three Hundred forty-five-----Dollars, (\$ 345.00) with interest for the same, at the rate of per centum per annum, from the Seventeenth day of April, 1942 on the following days and times, that is to say the sum of Twenty-eight 75/100 Dollars (\$28.75) on the Fifteenth (15th) day of May, 1942 and a like amount of Twenty-eight 75/100 Dollars (\$28.75) on the Fifteenth day of each and every month thereafter until the principal sum owing under this the said Mortgage is fully paid and satisfied.

THEN THESE PRESENTS and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding.

AND the said Grantor covenants with the said Grantee that he will, during the continuance of this Mortgage, and any and every renewal thereof, insure the chattels hereinbefore mentioned against loss or damage by fire in some

insurance office (authorized to transact business in Canada), in the sum of not less than _____ dollars, (\$ _____) and will pay all premiums and moneys necessary for that purpose, as the same become due; and will on demand, assign and deliver over to the said Grantee the policy or policies of insurance and receipts thereto appertaining; PROVIDED that if the said insurance is not effected or not kept duly renewed, or if default is made in payment of said premium or sums of money by the Grantor, the said Grantee may pay the same, AND such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate from the day of such payment, and shall be repayable with the sum hereby secured.

AND the said Grantor shall and will warrant and forever defend by these Presents, AND AND SINGULAR the said goods, chattels, and property by these presents unto the said Grantee, against him and the said Grantor, and against all and every person and persons whomsoever:

AND the said Grantor doth hereby COVENANT, PROMISE, and AGREE, to and with the said Grantee that he, the said Grantor, shall and will well and truly pay, or cause to be paid, unto the said Grantee the said sum of money, in the above proviso mentioned, with interest for the same as aforesaid, on the days and times and in the manner above limited for the payment thereof: PROVIDED, that in default of payment of any of the payments or instalments hereinbefore mentioned, or any part thereof, the principal sum then unpaid and hereby secured, shall become due and payable; AND ALSO, that in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or in the interest thereon, or any part of the principal or interest, or in case the said Grantor shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them or to remove the same, or any part thereof, or suffer or permit the same to be seized or taken in execution without the consent of the said Grantee to such sale, removal, or disposal thereof first had and obtained in writing, or in case default shall be made in the performance of any of the covenants by the said Grantor in these Presents contained, or in case the Grantee shall feel unsafe or insecure or deem said goods and chattels in danger of being sold or removed, THEN in such case it shall and may be lawful for the said Grantee, with his servant or servants, and with such other assistant or assistants as he may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places, for the purpose of taking possession of and removing the said goods and chattels; AND upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the said Grantee is hereby authorized and empowered to sell the goods and chattels, or any of them, or any part thereof, at public auction or private sale as to him may seem meet; AND from and out of the proceeds of such sale in the first place to pay and reimburse himself all such sums and sum of money as may then be due by virtue of these Presents, and all such costs and expenses as may have been incurred by the said Grantee in consequence of the default, neglect, or failure of the Grantor, in payment of the said money, with interest thereon, as above mentioned, or in consequence of such sale or removal, as above mentioned, and in the next place to pay unto the said Grantor all such surplus as may remain after such sale, and after payment of all such sum or sums of money, and interest thereon, as may be due by virtue of these Presents at the time of such seizure, and after payment of all costs, charges and expenses incurred by such seizure and sale as aforesaid; PROVIDED, that the said Grantee, may, in default of any one of the payments or instalments hereinbefore mentioned, or any part thereof, distrain for the whole principal sum then unpaid: PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the said Grantee to sell and dispose of the said goods and chattels, but that in case of default of payment of the said sum of money, with interest thereon, as aforesaid, it shall and may be lawful for the said Grantee peaceable and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the let, molestation eviction, hindrance, or interruption of the said Grantor,

or any other person or persons whomsoever; AND the said Grantor doth hereby further COVENANT, PROMISE, and AGREE to and with the said Grantee that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount of principal, interest, costs and expenses, according to the terms of this Indenture, that he, the said Grantor, shall and will forthwith pay or cause to be paid unto the said Grantee all such sum or sums of money, with interest thereon, as may then be remaining due; as well also as all costs and expenses as may be incurred by any seizure.

AND the said Grantor doth put the said Grantee in full possession of said goods and chattels by delivering to him this Indenture in the name of all the said goods and chattels, at the sealing and delivery hereof;

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

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

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

SIGNED, SEALED AND DELIVERED
In the Presence of

....."V. Hargreaves".....

.....904 E. 13th Ave., Vancouver, B.C.

.....Clerk.....

"John Christensen"

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

"V. Hargreaves"

sworn before me this Seventeenth

day of April A. D. 1942

..."Harry Hargreaves".....

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

-INVENTORY-

ANNEXED to and forming part of Chattel Mortgage dated April 17, 1942 and made between John Christensen on the One part and Kozo Arai on the Second Part.

One 1939 Nos. 343 Prosperity Steam Press; One 1 h.p. 12x32 Steam Boiler with Sawdust Burner; One Steam Trap and 200 feet of pipe fittings; Two Counters; one Six foot large Show case; One Seven Foot Cutting Table; One Four Foot Table; One Electric Sewing Machine; Two Small Desks; Ten square feet of Inlaid Linoleum; One Ten Foot Clothes Case; One Six Foot clothes Rack; One Large Mirror; One Universal Automatic Iron; Two Ironing Boards (1 small); One Five Foot Varnish Parition; One Pair of Cuertains; 20"x6'; One Waste Basket; One Set of Window Cleaning Brush and Scraper; Twenty Show Cards; Five Pot Plants; One 12" Crystal Electric Fixture: Three Pails; One 30" Paper Cutter; Two Paper Boxes;-full 5/8" padding; One Full paper box steam machine; Spring and Washers; G. Glass Grease Gun; Two Thousand Business Cards; Nine hundred sheets of business statement stationery; Two Thousand Cleaner Tags; One Brigge Lamp; Five Large Lamps; Two Small Lamps; One Sawdust Shovel; Two Neon Signs under contract; One Floor Oil Brush; One Five Foot Step; and all goodwill in connection with the cleaning and pressing business known as Panama Cleaners and Dyers, situate at 866 Howe Street, City of Vancouver, Province of British Columbia.

STATEMENT RE SALE OF:

Name: ARAI, Kozo

Catalogue No: 379

File No: 7832

Street Address: 153-5 10th Ave. E.

Reg. No. 02775

Legal Description: E/4-6/28/302

Date of Sale and Adjustments ... August 22nd, 1944

Sale Price \$ 2,410.00

Real Estate Agent's Commission \$ 120.50

Charge for Valuation 5.00

Charge for Advertising 4.00

Land Registry Office Transmission Fee 3.50

Encumbrances:

~~UNPAID TAXES~~

Mortgages 26.77

~~AMOUNT PAID ON~~ Discharge 2.50~~OTHER CHARGES~~

Adjustments:

Fire Insurance 9.49)

Taxes 6.09)

Water July 8 to Aug. 21 1.06)

5.06 17.18

167.33 \$ 2,413.82

Net Proceeds credited to your account

\$ 2,276.49

Date: ... December 5th, 1944

Compiled by: ... George Peters

Catalogue No. 379
File No. 7832
153-55 East 10th Avenue, Vancouver
T-4-6/28/302/1246

November 14, 1944.

CLARENCE NOAH ABBOTT
(purchaser)

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at August 22, 1944)

	DEBIT	CREDIT
Purchase price	\$2,410.00	
Cheques received		\$2,410.00
Water July 8th to August 21st - 44 days @ 11 $\frac{1}{2}$ ¢ per day		5.06
(Amount of rental - Jay Cho) August 22nd to September 14th - 23/31 x \$38.00		28.19
September 15th to October 14th (Amount of rental - Hagenbuck)		40.00
August 22nd to August 31st - 9/31 x \$19.00		5.51
September 1st to September 30th		19.00
Registration fees on deed - \$2,410.00	8.25	
Insurance premium - 20.4% x \$46.50	9.49	
Insurance premium - 64.3% x \$9.47	6.09	
Insurance premium - 5% x \$21.20	1.06	
Purchaser's proportion of 1944 taxes - 131/365 x \$47.88	17.18	
Balance owing purchaser	55.69	
	<u>\$2,507.76</u>	<u>\$2,507.76</u>

BALANCE OWING TO PURCHASER \$55.69

Omitted Cal to Nov @ 40.00
Sept to Oct should be 38.00
(Leaving also paid for 38.00)
BP

File #7832/1

Kozo ARAI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 Sept. 1	Balance Carried Forward.			CR \$26.66
Sept. 1	Ck 4974 Footes Agency- Sept. 1st payment on mor- tgage 153-5 E. 10th Ave.	\$20.00		
Sept. 24	Rents collected - 155 - E. 10th Ave. Lower " " " Upper Commission	1.00 2.00	20.00 40.00	
Oct. 15	Rents collected- 155 - E. 10th Ave. Lower Rents collected Upper Commission	5.00 2.00	20.00 40.00	
Oct. 16	Ck 5725 - Footes Agency- payment on mortgage 153/5 E. 10th Ave.	20.00		
Nov. 5	Ck - Footes Agency- pay- ment on mortgage	20.00		
Nov. 19	Rents Collected- 155 - E. 10th Ave. Lower " " " Upper Commission Commission Repairs	1.00 2.00 5.25	20.00 40.00	

CR \$128.41

File 7832/1

Kozo ARAI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943				
June 12	Balance brought forward			CR \$180.75
June 29	Ck 3947 - Personal use	100.00		
July 3	Ck 3998 - City of Vanc. 1943 Taxes	47.50		
July 14	Rents Collected Commission Insurance	2.00 9.47	40.00	
July 30	Ck 4496 Foote's Agency, pay- ment on princ. of utge, due July & August, 1943	40.00		
Aug. 3	Ck 4569 Prud. Ins. Co. premium #8803100	9.34		
Aug. 12	Rents Collected Commission Sundry	2.00 2.00 7.05	80.00	
Sept. 1	Ck 4972 Prud. Ins. Co. prem. due Nov. Life Policy #8803100 Ck 4973 Ins. Co. Prem. up to & inc. Nov/43 Life Policies # M6355246) M4038358) M5917296) M5322306) M6685583) M3578255)	9.34 45.39		

CR \$26.66

File No. 7832
Reg. No. 02775

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942				
December 31	Balance			\$ 269.67
1943				
January 12	Ck 1434 - Foster's Agency, payment due on principal of Mortgage	20.00		
January 13	Rent collected Commission Bundy	3.00 5.60		60.00
January 16	John Christensen - January payment on drycleaning equipment		28.75	
January 27	Ck 1591 - Certificate of Encumbrance Vancouver	1.00		
February 6	Ck 1696 - Foster's Agency - payment Feb. 1/43 on Mortgage Ck 1670 - Koro ABAI	20.00 100.00		
February 12	Rent collected Commission	11.00		60.00
February 15	John Christensen - payment on dry cleaning equipment		28.75	
February 22	Ck 1698 - Prudential Insurance - Life Insurance premiums on Koro, Keshlo, Kama and Toseko ABAI	51.23		
February 23	Ck 1913 - Prudential Insurance Co. Premium on Life Policy Less dividend	6.16		
March 1	Ck 2003 - Koro ABAI	100.00		
March 12	Ck 2181 - City of Vancouver/L2 taxes	50.06		
March 15	Rents collected Commission	3.00		60.00
March 16	John Christensen - Mar. & April payments on dry cleaning equipment		27.50	

1963

Date

Particulars

Debit

Credit

Balance

File 7632

March 17

Ca 2251 - Foote's Agency Mar 1 payment on Mortgage

\$ 20.00

March 23

Ca 2340 - Foote's Agency Apr 1 payment on Mortgage

20.00

CR \$ 153.62

Kozo ARAI

File No. 7832
Reg. No. 02775

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 Nov. 23	Balance as per statement sent		\$2,298.42	
Dec. 21	Prudential Insurance Company	\$75.65		
1945 Jan. 30	Prudential Insurance Company	5.10		
Mar. 22	Prudential Insurance Company	90.78		
Mar. 27	Cheque to you	2,000.00		
		\$2,171.53	\$2,298.42	
				<u>CR \$126.89</u>

/EB
August 1, 1947

Aug. 1/47 Cheque to you

126.89

CR NIL

File No. 7832
Reg. No. 02775

Long Asset

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 May 8	Balance as per statement sent Deduct entry of March re valuation (included in adjustments)		\$ 18.97 5.00	\$ 18.97 CR
June 1	Foots's Agency - account Mortgage	20.00		
June 27	1944 taxes	47.88		
July 19	Foots's Agency - account Mortgage	20.00		
July 19	Cheque to you Prudential Insurance Co.	100.00 30.26		
August 15	Rents collected - Jns, July Aug. Less disbursements	19.40	280.00	
August 16	Appraisal fee re dry cleaning equipment	4.52		
August 22	Balance rents to date - net Credit re sale of property		12.55 2,276.49	
September 11	Prudential Insurance Co.	9.34		
October 3	Prudential Insurance Co.	30.26		
October 27	Additional premium New England @ 6251717	3.59		
November 8	Prudential Insurance Co.	9.34		
		<u>\$ 294.59</u>	<u>\$2,593.01</u>	

CR \$ 2,298.42

File No. 7832

- 3 -

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 April 17	Rents collected Commission	4.00	80.00	
May 1	Ck 9689 - Premiums on policies # M 6355246, M 4038358, M 5917296, M 5322306, M 3578255	60.52		
May 8	Ck 9785 - payment due May 1/44 re Mortgage on 153-155 E. 10th Ave. Ck 9786 - E. ARAI	20.00 50.00		

CR \$ 18.97

File No. 7832
Reg. No. 02775

Kozo ARAI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 June 18	Balance brought forward		\$ 160.75	
June 29	Ck 3947 - K. ARAI	100.00		
July 3	Ck 3998 - City of Vancouver - 1943 taxes	47.50		
July 14	Rents collected Commission Insurance	2.00 9.47	40.00	
July 30	Ck 4496 - Foote's Agency - payment on principal of Mortgage due July 1 & Aug. 1/43	40.00		
August 3	Ck 4569 - Prudential Insurance Co. - Premium # 8603100	9.34		
August 12	Rents collected Commission Rents collected Commission Sundry	2.00 2.00 7.05	40.00 40.00	
September 1	Ck 4972 - Prudential Insurance Co. - premium due Nov. Life Policy # 8603100 Ck 4973 - Prudential Insurance Co. - premium to Nov./43 Life Policies - # 6355246, # 4036358, # 5917296, # 5322306 # 6665983, # 3578255 Ck 4974 - Foote's Agency - Sept. 1st payment on Mortgage 153-5 E. 10th	9.34 45.39 20.00		
September 24	Rents collected - 155 E. 10th Ave. lower Commission	1.00 2.00	20.00 40.00	
October 15	Rents collected - 155 E. 10th Ave. - lower Commission	5.00 2.00	20.00 40.00	
October 16	Ck 5725 - Foote's Agency - payment on Mortgage 153-5 E. 10th Ave.	20.00		

File 7832

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943				
March 17	Ck 2251 - Foote's Agency Mar. 1st payment on mortgage principal	\$ 20.00		
March 23	Ck 2340 - Foote's Agency Apr 1st payment on mortgage principal	20.00		
April 8	Ck 2599 - Prudential Insurance Co. premium to and incl. Aug/43 on life policies # M6355246, M 4038358, M 6685583, M 5917296, M 3576255, M 5322306	90.78		
April 13	Rent collected Commission Sundry	3.00 3.75	60.00	
May 4	Ck 2999 - Foote's Agency payment due May 1st on Mortgage	20.00		
May 11	Ck 3141 - Prudential Insurance Co. of Canada premium prudential life policy # 8603100	9.34		
May 13	Rent collected Commission	3.00	60.00	
May 31	Ck 3443 - Foote's Agency - payment due June 1st on Mortgage	20.00		
June 12	Rent collected Commission Rent collected Commission	1.00 2.00	20.00 40.00	
				CR \$180.75

File No. 7832
Ref. No. 02775

Koso ARAI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942				
December 28	Balance brought forward		\$ 269.67	
1943				
January 12 1943	Ck 1434 - Foote's Agency - payment due Jan. 1 on Principal under Mortgage on 153-155 East 10th Ave.	20.00		
January 13	Rent collected Commission Sundry	3.00 5.60		60.00
January 16	John Christenson - January payment on dry cleaning equipment		28.75	
January 27	Ck 1591 - Certificate of Encumbrance-Vancouver	1.00		
February 6	Ck 1696 - Foote's Agency - payment on Principal due Feb. 1/43 under Mortgage - ARAI, Koso Ck 1670 - ARAI, Koso	20.00 100.00		60.00
February 12	Rent collected Commission	11.00		
February 15	John Christenson - full payment dry cleaning equipment		28.75	
February 22	Ck 1898 - Prudential Insurance Co. 6 Life Insurance Premiums of Koso, Yoshio, Kasu & Tomoko ARAI	51.23		
February 23	Ck 1913 - Prudential Insurance Co. - premium on life policy less dividend	6.16		
March 1	Ck 2003 - Koso ARAI	100.00		
March 12	Ck 2181 - City of Vancouver - 1942 taxes 155 E. 10th Ave.	50.06		
March 15	Rent collected Commission	3.00		60.00
March 16	John Christenson - Mar & April payments on dry cleaning equipment		57.50	

ARAI Kozo

File No. 7832

Ref. No. 02775

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942. Nov. 16	John Christensen--Nov. Payment on Dry Cleaning Equipment		28.75	
Nov. 16	Footie's Agency--Payment due on Nov. 1st. on Principal Mortgage	20.00		
Nov. 26	Ck. 992--H.M. Drost--Settlement of the 1 1/2 ft. encroachment subdivision F. of Lot 4, 586 Blk. 28, Dl. 302 for 1939-42. Ck. 1064--Footie's Agency--Payment on Mortgage Principal--due on Dec. 1st. 153--155 East 10th. Ave.	12.00		
Dec. 3		20.00		
Dec. 8	Chan Main--Pul. Payment--Sewing Machine		20.00	
Dec. 8	Project Bank of Canada--to Evacuee's credit <i>not</i>	15.00		
Dec. 12	Rent Collected		60.00	
Dec. 12	Commission	3.00		
Dec. 16	John Christensen--Dec. Payment on Dry Cleaning Equipment		28.75	
Dec. 28	Transferred from Car account		114.47	
		<u>70.00</u>	<u>251.97</u>	<u>181.97</u>

Balance for Nov. 15 ----- 87.70

269.67 Credit Balance
for Dec. 31, 1942.

		<u>Koso AMAL</u>	(Cont'd)		<u>File 7832</u>
<u>Date</u>	<u>Particulars</u>		<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
November 16	John Christensen - Nov. payment on dry cleaning equipment	\$		\$ 28.71	
	Ck. 866 Foote's Agency Payment due Ho. on Mortgage		20.00		
					\$ 96.45 CR

File 7832
Reg. 02775

Koro ARAI

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 July 21	Chain Mail - Rent July 5th		\$ 60.00	
	John R. Reid - Rent July 7th		20.00	
	Ker & Ker Commission	\$ 4.00		
July 22	Ck. 120 Footes Agency - Mortgage Payment	20.00		
August 4	Ck. 176 Footes Agency - Mortgage Payment	20.00		
August 10	Ck. 199 Dr. Strong's account	3.30		
August 13	Ck. 206 David Spencer's account	5.18		
August 20	Ck. 263 Vancouver General Hospital	3.25		
August 24	Ck. returned D. Spencer Ltd.		5.18	
September 2	Ck. 313 Footes Agency - Mortgage Payment	20.00		
September 14	John R. Reid - rent		20.00	
September 14	T. Errington - repair water service	9.00		
	W. King installing coil in furnace	8.50		
	Ker & Ker commission	1.00		
October 14	Mr. & Mrs. J. R. Reid - rent due Sept. 7		20.00	
	Ker & Ker commission	1.00		
October 15	J. Christensen - payment chattel mortgage on dry cleaning equipment at 866 Howe St.		28.75	
October 17	Footes's Agency - Oct. Mortgage Payment	20.00		
November 14	Rent collected		60.00	
	Commission to Ker & Ker	11.00		

7832/1 ✓
13963

May 11th 1945.

Prudential Insurance Company of America,
1412 Standard Bank Building,
510 Hastings Street West,
Vancouver, B. C.

Dear Sirs Re: Policy Number 8603100

We duly received premium notice relating to the above-mentioned policy and have forwarded same to Mr. Koso ARAI, P.O. Box 218, Grand Forks, B. C., for payment.

In Mr. ARAI's letter dated May 22nd 1945, he wrote as follows:

"Therefore, I would like to have you send all the money credited to me on your account. We will, in future pay the insurance premiums ourselves direct so would you kindly forward the insurance premium books at the same time."

In accordance with his request we forwarded to him all funds on hand in his account with the Custodian and also his premium receipt book in connection with policies M6355246, M4038358, M5917296, M5322306, M6685583 and M3578255.

Yours very truly,

W. J. Johnston,
Administration Department.

WJJ/HMS

REAL ESTATE • RENTALS



LOANS • INSURANCE

MEMBERS
VANCOUVER REAL ESTATE
EXCHANGE LTD.

VANCOUVER INSURANCE AGENTS
ASSOCIATION

AGENTS
MARINE INSURANCE

AGENTS
STOCK EXCHANGE
BUILDING

TELEPHONES:
PACIFIC 3241-3242-3243

KER & KER LIMITED

475 HOWE STREET
VANCOUVER, B. C.

March 9th, 1945.

AGENTS
LONDON GUARANTEE &
ACCIDENT CO., LTD.

ROYAL INSURANCE
COMPANY, LIMITED

THE NORTHERN ASSURANCE
COMPANY, LIMITED

SCOTTISH METROPOLITAN
ASSURANCE CO., LTD.

THE CASUALTY COMPANY
OF CANADA

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

Dear Sirs:

EVACUATION SECTION	
Rec'd	MAR 10 1945
File No.	<i>Indyk +</i>
Ans.	
Referred	<i>Gidson</i>

The following policies will be expiring during the month of April, and we shall appreciate receiving your instructions regarding the renewal of same.

New England Fire Insurance Co. Policy #625717, \$1,000 on Building - 155 West 10th Ave., Kozo Arai, April 2, 1945 - File #7832.

Hartford Fire Policy #28163 - \$1,000 on Building and Furniture - 8661 Osler Ave., T. Tokiwa, April 3, 1945 - File #10491.

Hartford Fire Insurance Policy #28170, \$3,000 on Building - 2456 McGill St., Tadao Wakabashi, April 20, 1945 - File #8983.

Union Assurance Policy #4032609, \$1,500 on Furniture & Fixtures, \$5,000 on Building and \$3,500 on Stock, 301 Powell Street, Kenjino Kitamura, April 25, 1945 - File #5090.

Bankers & Traders Policy #32-28800, \$1,000 on Building and \$300 on Barn - 1534 West 3rd Ave., M. Hori - April 27, 1945 - File #11611.

Merchants Marine Policy #230276, \$2,500 on Furniture - 2525 Oxford Street, Masao Kashino - April 30, 1945 - File #11791.

Thanking you, we are,

Yours very truly,

KER & KER LTD.,

C. W. C. C. C.
Insurance Department.

/P

*Handled Ker & Ker
property sold
Ren. and signature*

January 15th, 1945.

Mr. Kozo ARAI,
Registration No. 02775,
P.O. Box 218,
Grand Forks, B. C.

Dear Sir:

Re: 153 & 155 East 10th Ave.
Vancouver, B. C.

We are in receipt of your letter of January 4th, 1945. This has been carefully read and we can appreciate that the disposal of your property is a matter of great personal concern to you. However, the sale of all Japanese owned properties is being carried out as a part of the policy of liquidation outlined by the Canadian Government on the basis of independent appraised values and we can only advise that we are unable to consider any alternative.

Your property was sold by Public Tender after it had been widely advertised. The purchaser was Mr. C. N. Abbott whose address is 543 East 10th Avenue, Vancouver, B. C.

The credit balance in your account at the present time is \$2,222.77, and these funds are available to you providing we receive the approval of the B. C. Security Commission.

We regret that it will not be possible for us to purchase any new equipment for you, as this office has no facilities for doing so. You may however, make any other arrangements which you so desire, taking into consideration the regulations of the B. C. Security Commission and the laws governing the establishment of new business concerns.

Over.

7832

August 18, 1944.

Messrs. McCarron & Hawbolt,
350 West Pender Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 379
153-55 East 10th Avenue
V/A-6/28/302/1246

Your letter of August 14th, enclosing cheque for \$241.00 and offer to purchase the above property for the sum of \$2,410.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$2,169.00.

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the purchaser is a British Subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

After the documents have been registered a statement of adjustments of taxes, etc. will be prepared, including registration fees, and forwarded to you.

We are enclosing herewith a copy of a rental agreement made between the Japanese and the present tenant. The purchase of this property is subject to this agreement.

Yours truly,

F. G. Shears,
Director.

Per:

GP:EB
Enc.

7832

August 8th, 1944

Messrs. Ker & Ker Limited,
475 Howe Street,
Vancouver, B.C.

Re: Catalogue No. 379
153-155 East 10th Ave.

Dear Sirs:

On the 4th instant we advised you that your offer to purchase the above property on behalf of your client, Mrs. J. D. Small, could not be given further consideration. Circumstances have arisen whereby this property can now be made available for further offers.

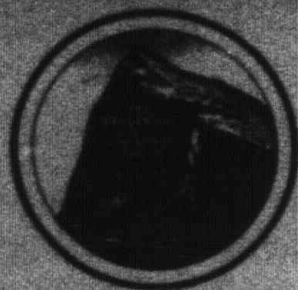
The real estate and dry cleaning equipment are to be sold together and the minimum price which will be considered is \$2150.00. If you are still interested and will submit a revised offer on or before noon Monday next, August 14th, the matter will be given further consideration.

We wish to advise you that a similar letter is being sent to other parties who have also made previous offers on this property so that they will have an opportunity, if they so wish, to submit further bids and these, as stated above, will be considered on Monday next.

Yours truly,

F. C. Shears,
Director.

FCS/MHC



The Prudential

INSURANCE COMPANY OF AMERICA

HOME OFFICE: NEWARK, N. J.

AUSTIN O'BRIEN, REGIONAL OFFICE CASHIER

470 GRANVILLE STREET

ROOMS 711-714 ROGERS BUILDING

VANCOUVER, B. C.

IN RE Arai Ins.

Your file 7832 TELEPHONE CONNECTION

April 26, 1944.

Mr. S. Gibson,
Japanese Evacuation,
Royal Bank Bldg.
Vancouver, B. C.

Dear Sir:

Referring to our telephone conversation, we wish to advise that the total monthly premium re Arai insurance is \$15.13.

Under the circumstances, it would take the sum of \$45.39 to pay premiums to May, 1944 or \$60.52 to pay same to June, 1944.

Yours truly,

Regional Cashier.

MM.

EVACUATION SECTION	
Rec'd	APR 27 1944
File No.	7832
Ans.	S. M. S. (J)
Referred	Gibson



VICTORIA

EVACUATION SECTION	
Rec'd	FEB 26 1944
File No.	7832
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>

February 25th, 1944.

IN YOUR REPLY REFER TO FILE T-575-3.

W. J. Johnston, Esq.,
Dept. of Secretary of State,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:-

Re Japanese Properties.

I have your letter of the 24th instant for which I am obliged. I am somewhat puzzled, however, by your explanation. You state that the properties of the Japanese became legally vested in the Custodian, and then speak of the beneficial interest of the Japanese in same. I understand that the Custodian is selling these Japanese properties, or a good many of them, to returned soldiers, and the question arises as to what beneficial interest the Japanese can have in the same. As I have to advise the Taxation Department on this matter I would appreciate hearing from you further, and would ask you to refer me to the Order-in-Council in question dealing with the matter.

According to the letter of Mr. Koze Arai you paid the taxes on his Vancouver property out of his own money, which indicates that he still owns the property or has a beneficial interest in it, so you will see from a legal point of view the whole situation appears rather puzzling. Do you consider the Custodian merely the trustee of the Japanese, and are there any regulations on this point?

I have the honour to be,
Sir,
Your obedient servant,

[Signature]
Deputy Attorney-General.

7832

March 2nd, 1944.

C. Pepler, Esq.,
Deputy Attorney-General,
Parliament Buildings,
Victoria, B. C.

Dear Sir:

Re: Japanese Properties

We are in receipt of your letter of the 25th ultimo and note contents.

In order to clarify this matter for you we are enclosing herewith a copy of Revised Regulations Respecting Trading With The Enemy (1943) and also copies of P.C. 1665, P.C. 2483 and P.C. 469.

In connection with the last mentioned Orders In Council we would refer you especially to paragraph twelve of P.C. 1665, paragraph four of P.C. 2483 and the final clause of P.C. 469.

Trusting these contain the information which you require. We are

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS
Enc.

This Indenture

made in triplicate the Thirty-first day of December
one thousand nine hundred and forty Thirty-eight
In Pursuance of the "Short Form of Mortgages Act"

Between

KOZO ARAI (Cleaner), of 151 - 10th Avenue East,
in the City of Vancouver, in the Province of
British Columbia.

Insert Full Name,
Street Address and
Occupation of each
Party.

(hereinafter called "the Mortgagor") of the FIRST PART
AND

FLORENCE ETHEL BURRITT (Spinster)
of 29 - 12th Avenue east, in the City of
Vancouver, Province of British Columbia.

(hereinafter called "the Mortgagee") of the SECOND PART.

WITNESSETH that in consideration of the sum of
ONE THOUSAND AND EIGHT-TWO and 95/100 Dollars (\$1082.95)

money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt
hereby by him acknowledged), the said Mortgagor **DOTH GRANT AND MORTGAGE**
said Mortgagee, his heirs and assigns forever **ALL** that certain parcel or tract of land
in the City of Vancouver, in the province of British Columbia, and
more particularly known as Subdivision "F" of Lots Four(4), Five
Six(6), in Block Twenty-eight(28), in the Subdivision of Dist-
Three Hundred and Two(302), Group One(1), New Westminster
according to a plan deposited in the Land Registry Office in
City of Vancouver and numbered 1246.
this mortgage to be void on payment of the sum of One Thousand
two and 95/100 (\$1082.95) Dollars of lawful money of Canada, with
hereon computed from the 1st day of January 1939 at the rate
6) per cent per annum, calculated monthly not in advance at
and in the manner following: The sum of Twenty(\$20.00) Dollars
paid on the 1st day of each and every month, commencing with the
April 1939, and monthly thereafter up to and including the
December 1941, the amount thus paid to be credited and applied
first on interest accrued to the date of such payment at
seven(7%) per cent per annum, calculated as above mentioned
the balance of such payment on the principal hereby secured,
the rate aforesaid shall become due and be paid on the 1st
May 1942; PROVIDED ALWAYS that in case default be made in
any instalment or instalments as aforesaid, the same shall
bear interest at the rate of Seven(7%) per cent per annum
but after default interest at the rate aforesaid shall accrue
from day to day.

TH
FLORENCE ETHEL BURRITT DATED
1942.

Handwritten signature
Notary Public in and for
Province of British Columbia

AND IT IS HEREBY AGREED between the parties hereto that the Mortgagee may pay any taxes, rates, levies, assessments, charges, moneys, liens, cost of suit or matters relating to liens or encumbrances on said lands or the Mortgagee or the Mortgagee's solicitors' charges and commission for the collection of any overdue interest, instalment of principal, insurance premiums, and all other moneys whatsoever payable by the Mortgagee and shall be payable at the time of payment of next quarter's interest, in case of default by the Mortgagee, and the amount so paid or incurred by taking proceedings of any nature in lands in favor of the Mortgagee and shall be payable at the time of payment of next quarter's interest, with interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other powers thereunto enabling, shall be forthwith exercisable.

[illegible][illegible][illegible][illegible]

Mortgage

The said Mortgagee shall have quiet possession of the said lands as may be requisite to execute such further assurances of the said lands free from all encumbrances. And that he has the right to convey the said lands to the said Mortgagee. And that on default the simple to the said lands.

THE said Mortgageor covenants with the said Mortgagee that the Mortgageor has a good title in fee money and interest and observe the above proviso; that the Mortgageor will pay the mortgage money and interest and performance of Statute Labor, and observance and performance of all covenants, provisos and conditions herein contained.

IT IS UNDERSTOOD AND AGREED that provided no default shall be made hereunder the said Mortgagors shall have the privilege at any time and from time to time before the due date of repaying the whole or any part of or parts of the principal moneys hereby secured without notice or bonus

SECRET

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

PROVIDED that any demand or notice herein referred to may be effectually given either by leaving the same with a grown up person on the mortgaged premises, if occupied, or placing the same on some portion thereof, if unoccupied, or, at the option of the said Mortgagee, by publishing the same twice in some newspaper published or circulating in the county or district in which the said lands are situate, and that such notice shall be sufficient though not addressed to any person or persons by name or destination, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability; and on any sale, time for payment may be given and special conditions may be made, and the cost of any abortive sale shall become a charge upon the lands, and the Mortgagee may tack them to the mortgage debt.

PROVIDED that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell, and that the remedy of the Mortgagor shall be in damages only, and the sale under the said powers shall not be affected.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.

AND the Mortgagor hereby attorns to the Mortgagee and becomes tenant of the said lands during the term of this mortgage at a rent equivalent to and payable at the same days and times as the payment of interest as hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payments of interest. Provided the Mortgagee may in default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and determine the tenancy hereby created without notice.

IT IS AGREED that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands, and the amount so paid shall be added to the debt hereby secured and bear interest at the same rate, and shall be forthwith payable by the Mortgagor to the Mortgagee and in default of payment the principal sum hereby secured shall become payable, and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Mortgagee satisfying any such charge or claim, either out of the money advanced on this security or otherwise, he shall be entitled to all the equities and securities of the person or persons so paid off.

AND IT IS AGREED AND DECLARED that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the mortgage money to be apportioned upon or in respect of any such part or lots, and the Mortgagee may discharge any part or parts from time to time of the mortgaged lands for such consideration as he shall think proper, or without consideration if he sees fit; and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

AND IT IS ALSO AGREED that if the said principal or any part thereof be not paid at maturity, the Mortgagor shall not be at liberty to pay the same except after three months' notice in writing to the Mortgagee, at the rate aforesaid in full to date of payment, and a further sum equal to three months' interest thereon as aforesaid by way of bonus.

AND IT IS FURTHER AGREED that in case default be made and the mortgage moneys be recovered or payment be obtained before maturity by action or by any other remedy or means, or in case of sale, the Mortgagee may collect and retain, whether out of the proceeds of the sale or otherwise, an amount equal to three months' interest at the rate aforesaid upon the capital so recovered by way of indemnity.

AND ALSO IT IS AGREED that neither the preparation nor the registration of this mortgage shall bind the Mortgagee to advance the money hereby intended to be secured.

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

In Witness Whereof the said parties have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature,
Address, and
Occupation of
Witness.

"W. R. Owen"
2317 Main Street
Vancouver, B.C.
Agent

"Kozo Arai

Recognition of Officer of a Corporation

I hereby certify that, on the day of 194 at

oath of appeared before me and acknowledged to me that he is the (whose identity has been proved by the evidence on of the said and that he is the person and affixed the seal of the

to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

HARRIS BULL WILSON & BULL,
Barristers & Solicitors,
605 Rogers Building,
470 Granville St.,
Vancouver, B.C.

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form No. 4

Mortgage

(LONG FORM)

FLORENCE ETHEL BURRITT

—TO—

KOZO ARAI

Dated 31st December 1943

12004

ACKNOWLEDGMENT OF MAKER (INCLUDING MARRIED WOMEN)

I hereby certify that, on the 23rd day of January 1943 at

the City of Vancouver KOZO ARAI

oath of before me and acknowledged to me that he is the person mentioned in the annexed instrument as subscribed thereto as part Y, that he knows the contents thereof, and that he executed the same voluntarily, and he is IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at Vancouver British Columbia, this 23rd day of January in the year of our Lord one thousand nine hundred and forty

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

AFFIDAVIT OF WITNESS

Province of British Columbia To Wit:

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

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

C
O
P
Y

This Indenture of Lease made the second day of May one thousand nine hundred and Ten Between George Dalzell of the City of Vancouver in the Province of British Columbia hereinafter called the Lessor of the first part, -And Oscar Burritt of the same place hereinafter called the Lessee of the second part, -"witnesseth" that in consideration of the yearly rent of three dollars now paid to the party of the -first part, -and the Covenants and Conditions-hereinafter respectively reserved and contained the said Lessor doth demise and Lease unto the said Lessee his executors, administrators and assigns all and singular that certain piece or parcel of Land Containing one and one half inches off the Easterly Limit of the following described Lot, and is as follows, commencing at a certain iron post planted at the South-West corner of Lot F, in Blk. 28, Dist. Lot 302, in the City of Vancouver and Province - aforesaid, The said South-West corner of Lot F, being next and adjoining Lot No. 7 in said Blk. 28, on it's Easterly Limit or if by any means the said iron post should be, or get moved, then in such case commencement shall be made at the south west corner of the basement wall of a certain frame store now erected on said Lot F and facing on Tenth Avenue, Fence running Northerly on a parallel line with the Westerly Limit of Westr. Avenue a distance of Forty four feet more or Less to the northerly end or Limit of said frame store at which point it is agreed by the said Lessor and Lessee, shall be the dividing Line between Lot F and Lot No. 7 aforesaid, To explain more fully the cause of this indenture of Lease, it is assumed by the aforesaid Lessor and Lessee respectively that the Northerly or rear end of the said frame store on the Westerly Limit of Lot F, aforesaid may over-lap or encroach on Lot No. 7 aforesaid to a greater distance than the one and a half inches before mentioned, - Therefore in consideration of the premises aforesaid it is agreed by the said Lessor his heirs and assigns that the said Lessee his heirs on payment of the sum of Three dollars annually as aforesaid on the second day of May in each year respectively, or within fifteen days of said time, shall have quiet and peaceable possession of said piece of ground before described - untill the aforesaid frame store shall by fire or otherwise be removed at which time the aforesaid piece of ground shall revert back to the said Lessor his heirs or assigns and this Indenture of Lease shall become Null and Void.

Witness, our hand and seal,

This 2nd day of August 1910

In the presence of,

"Mrs. Almira Dalzell

"George Dalzell" (SEAL)

"Oscar Burritt" (SEAL)

Vancouver B.C. June 1st/27

For Value received I hereby transfer all my Right Title and Interest in the above Lease to Louie C.H. Leland. Purchaser of the Property.

"Almira Dalzell"

160
File 7832 COPY
Registration Number 08775

ARAI, KOKO.

155 E. 10th Avenue, Vancouver, B.C.

LOCATION AND NATURE OF PROPERTY:

Subdivision "F", Lots 4 to 6, Block 28,
D.L. 508, Group 1, New Westminster District.

OWNERSHIP:

ARAI, KOKO.

BUILDING:

A 2 storey frame commercial and residential building situated immediately West of Main Street on a lane corner on the North side of 10th Avenue. The ground floor contains a Dry Cleaning establishment in the front, 1 bedroom, kitchen and bathroom at the rear. The second floor (known as No. 155 East 10th Avenue) contains living-room, dining-room, 3 bedrooms, kitchen and bathroom. One room is utilized by Koko Arai for storage purposes, which is in accordance with Government J.P. Form. There is a concrete basement with hot air heating plant which supplies heat for both ground and upper floors. At the rear of the property is a garage and wood-shed. The exterior and interior of the building are in fair condition.

LAND:

The size of the Lot is 22 x 120

TAXES:

No arrears. 1943 Taxes \$49.46 gross; rebate \$1.96; Net \$47.50. No local improvements.

ASSESSMENT:

Land \$ 400.00
Bldg. \$ 1300.00
Total \$ 1800.00

INSURANCE:

As shown on J.P. Form:
North West National Insurance Company of Milwaukee
Policy #66898, \$1000.00, expiring October 15th 1944.
New England Fire Insurance Policy #6251717, \$1000.00
(no expiry date).
B.C. Plate Glass Insurance Company Vancouver, B.C.
Policy (No Number), Expiring July 27th 1945.
The Policies are apparently in possession of the owner and as the owner has already left the City it was impossible for us to check them.

FINANCIAL POSITION:

Regarding the financial position of the property, we have checked the information as shown on the J.P. Form which states that there is an amount of \$519.00 owing Miss Marjorie Ethel Burritt of 29 East 12th Avenue, with the Agent who collects these funds on her behalf.

The Agent is Footes Agency, 155 E. Broadway, who verbally advised the writer on May 14th 1943 that this was the correct amount outstanding and that the payments were \$20.00 per month, payable on the 1st of each and every month including interest at 7%.

Re the Chattel Mortgage under Item 5, J.P. Form, John Christensen in the amount of \$345.00, Agent E. Hargreaves, 10th Avenue & Main Street, we have checked this matter with Mr. Hargreaves and find that he merely drew up the document and that Mr. Christensen is making his payments on this Chattel Mortgage direct to the Mount Pleasant

Branch of the Bank of Montreal. We will locate Mr. Christensen and advise him to make his payments on this Chattel Mortgage to this office and forward same to the Custodian if this is your wish in this matter. Will you kindly advise us regarding same.

Regarding the Owner's personal financial position, we, of course, have no way of ascertaining this as, to the best of our knowledge, he has already left the City.

REMARKS:

Mr. Kose Arai, prior to leaving, leased the ground floor premises to Mr. Chan Main for a period of one year from April 5th 1948 at a rental of \$720.00 per year, to be paid at the rate of \$60.00 per month and instructed Mr. Chan Main to deposit the said rent of \$60.00 per month to his account in the Mount Pleasant Branch of the Bank of Montreal. Mr. Arai also rented the upstairs living quarters, known as 155 East 10th Avenue, to Mr. John R. Reid of Vancouver, B.C., at a rental of \$25.00 per month, commencing May 7th 1948, and instructed Mr. and Mrs. Reid to deposit the said rent to his account in the Mount Pleasant Branch of the Bank of Montreal.

Re Furniture List attached to J.P. Form:

The writer checked this list to the best of his ability without examining the interior of any particular box and found that their disposition was as follows:-

1 only 9 x 10 Wilton Rug, value on list \$140.00.
Not in storage room.

39 only boxes of goods, etc. value on list \$1800.00.
The writer could only locate 17 boxes, and did not check the contents.

2 only desks, value on list \$45.00.
Not in storage room.

4 only large tables, value on list \$75.00.
Not in storage room, in use by upstairs tenant.

Children's Toys, value on list \$150.00.
One box only, value in writer's opinion approximately \$10.00.

1 only Vacuum Cleaner, value on list \$28.00.
Not in storage room.

1 only Chesterfield Suite, value on list \$364.50.
Advised by upstairs Tenant, Mrs. J. R. Reid that she purchased same from Mr. Kose Arai, and now in use by her.

35 only picture frames, value on list \$125.00
Not in storage room.

2 only double beds complete, value on list \$180.00.
Not in storage room.

Inlaid Linoleum, value on list \$150.00
Not in storage room, in use by upstairs tenant.

1 only enamel kitchen sandust burner, value on list \$155.50.

Advised by tenant that Mr. Kose Arai had placed same with Sterling Furniture Company at 2560 Main Street.

Note: The store room also contains several boxes with the name G. Onodera written on same.

The key for the store room is still in possession of the upstairs tenant Mr. & Mrs. John R. Reid, who seem to be reliable people.

RECOMMENDATIONS: We advise that the above arrangements regarding the rentals of the two premises be allowed to stand. We will advise the present tenants to pay their rents to this office, and will in turn forward them to the office of the Custodian.

THE RENTAL VALUE: The rents which are being received for this property are satisfactory.

THE SALE VALUE: The sale value of this property is difficult to arrive at. Based upon its location, classification of the building, etc., we could not put a higher value than \$2,000.00 on same, yet from the revenue standpoint it should demand a higher figure, as it is well rented, and unless Mr. Arai wishes to dispose of the property we would recommend that it be left in its present status.

The above property was inspected on May 15th 1942 by the writer.

KER & KER LTD.

Per. 

January 16, 1943.

Mr. Jay Cho
123 East 10th Avenue
Vancouver, B. C.

Dear Sir:

Re: 123 East 10th Avenue

Following conversations between yourself, Mrs. See Wing, and the writer, it is now understood that you will rent the above store together with the equipment as per attached inventory, as from January 15th, 1943 for a period of three months ending April 14th, 1943 at a monthly rental of \$40.00.

You, as tenant, are to pay the following charges: Telephone, Light, Gas, Heat, and all desired repairs.

It is understood that at the expiry of this three month's term you will given the option of renting this business for a period of one year. It will be necessary for you to notify this office thirty days prior to the end of the three month period.

It is also understood that you will pay the rent on the 15th day of each and every month in advance during your tenancy and that you will place the sum of \$40.00 on deposit which will be returned to you on completion of these obligations.

If the above agree with your understanding of the renting of this property, kindly sign and return the enclosed copy to this office by return mail.

Yours very truly,

KER & KER LTD.

Jma
Rental Manager

* Ker & Ker have this \$40.00
Telephoned Aug. 9/44
W. Johnston

MAILED

✓ Returned to
Jay Cho.
See Ker & Ker
ltr dated Nov. 29/44
W. Johnston

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

PHONE PACIFIC 8131

PLEASE REFER TO

FILE NO. 7532

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

January 13, 1943.

Mr. Kono ARAI,
Reg. No. 02775,
GRAND FORTS, B.C.

Dear Sir:

Our No. C 34

Re: Motor Vehicles

Your Ford car

which was surrendered to the Authorities, has been

sold for \$ 140.00

Charges against your car were as follows:

Liens \$

Administrative Expenses \$ 25.53

The Balance thereafter remaining of \$ 114.47

has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA
E

7832

September 3, 1942

Mr. Kozo Arai,
Registration #02775,
Grand Forks, B. C.

Dear Sir:

There has been filed through Messrs. Harper & Anderson, Barristers & Solicitors, a Statutory Declaration made by Mr. Claire E. Henry. This sets out particulars of an auto collision in which a car owned by Mr. A. K. Arai is said to be involved.

The repairs in connection with the damage done amount to \$27.35 and according to the sworn Statement of Mr. Henry the owner of the car agreed to be responsible for the payment of this amount.

While according to our files your name is Kozo Arai, we are given to understand that you were involved in this accident.

If the facts set out are admitted by you, will you please remit this amount to us so that we can settle this matter on your behalf, or as an alternative you might be prepared to authorize this payment out of revenues which we may receive on your account.

Kindly give your attention to this matter and let us have your reply by return so that we may inform Messrs. Harper & Anderson whether it may be necessary for them to take any other course of action.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

CANADA
PROVINCE OF BRITISH COLUMBIA
COUNTY OF VANCOUVER
TO WIT:

IN THE MATTER OF A CLAIM
AGAINST A. K. ARAI.

I, CLAIRE E. HENRY, of 5825 Sherbrooke Street, in the City of Vancouver, in the Province of British Columbia, Manager, SOLEMNLY DECLARE AS FOLLOWS:

1. That I was on the 10th day of October, A. D. 1940, the owner of a 1940 Plymouth Coupe, which automobile I was driving in a westerly direction on 5th Avenue, in the City of Vancouver, in the Province of British Columbia, when I was struck by a motor vehicle owned by A. K. Arai, which automobile was proceeding in a southerly direction along Ontario Street, in the City of Vancouver, in the Province of British Columbia.
2. That the said automobile was a light delivery motor vehicle which the defendant was using in his dry cleaning business which he carried on at 866 Howe Street, in the City of Vancouver, in the Province of British Columbia.
3. That the amount of damage occasioned to my motor vehicle was in the sum of \$27.35 and that immediately I ascertained the damage from the Stonehouse Motors Limited of Vancouver, British Columbia, I communicated with the said A. K. Arai and he informed me that he acknowledged that his driver, whose name is not known to me at the present time and who was a son of the said A. K. Arai, was the cause of the said motor vehicle collision and he furthermore informed me that he would pay the costs of the damage to my automobile in the said sum of \$27.35 and that at my request he telephoned C. Hygh an employee of the said Stonehouse Motors Limited and informed him that he, the said A. K. Arai, would be personally responsible for the bill of repairs to the said Plymouth automobile owned by myself.
4. That pursuant to the undertaking of the said A. K. Arai, the repairs hereinbefore referred to were made by the said Stonehouse Motors Limited and I personally paid the Stonehouse Motors Limited the said sum of \$27.35 for these repairs.
5. That I have on numerous occasions since the date of the accident communicated with the said A. K. Arai, either through myself or through my solicitor and that the said A. K. Arai has neglected and/or refused to pay the said sum of \$27.35.

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 the City
of Vancouver, in the Province
of British Columbia, this 28th
day of August, A. D. 1942.

P. E. Henry

W. Anderson
A Commissioner for taking Affi-
davits within British Columbia.

7832

July 18, 1942

Messrs. Ker & Ker Limited,
475 Howe Street,
Vancouver, B. C.

Dear Sirs:

Re: Kozo ARAI

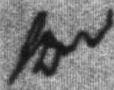
In connection with the property of Kozo Arai at 153 & 155 East 10th Avenue, we understand that you have approximately \$80.00 in collected rents. We would ask you if you would be kind enough to make an exception in our reporting arrangements and send us a cheque for the above amount instead of waiting until August.

There are payments due under the mortgage agreement on this property, July 1st and August 1st, and if we had the above mentioned, in this office, we could make all payments due on their proper due dates. Regretting to trouble you in this connection, we remain,

Yours truly,

GDM/GH

F. G. Shears
Assistant Manager



W. R. OWEN,
JUSTICE OF THE PEACE

Footo's Agency

REGISTERED

140 EAST BROADWAY
VANCOUVER, B.C.

PHONE
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 17 1942

July 13th, 1942.

G.W. McPherson
Deputy Custodian
1404-Royal Bank Bld
Vancouver, B.C.

Dear Sir:-

#7932

Some time ago we were in touch with you in connection with one Kozo Arai (Japanese) whose registered number is 7832., in connection with a certain Mortgage held by our client, Miss Florence Ethel Burritt, which said Mortgage is Registered in the Land Registry Office, at the City of Vancouver, under number 12004M.

Mr Arai was supposed to forward the payment of \$20.00. which is due monthly under this mortgage, to this office on the 1st day of each month, and up to this date we have not received this months July payment.

You told us to let you know whether these payments were being made, and we hereby give you the data regarding same.

Trusting to hear from you as soon as possible,

We Remain

Yours Truly

FOOTE'S AGENCY

Per W. R. Owen

COPY

COPY

June 9th 1942.

Mr. K. Arai,
c/o C.V. Magill,
Sunshine Beach,
Grand Forks, B.C.

Dear Sir:-

No. 155-156 E. 10th Avenue, Vancouver, B.C.
(Registration Number 22775)

In reply to your letter to us of June 8th 1942, in which you stated that you had been advised by the tenants of the above premises that they had been instructed by this office to pay their rent to this office, this is correct. In reply to your question as to our authority for so doing we wish to advise you that we were appointed by the Office of the Custodian, Japanese Evacuation Section, on May 15th 1942, to take charge of the above property, collect the rents and forward same to the Office of the Custodian, Vancouver, B.C.

It is our understanding that if you will apply to the Office of the Custodian to have these rents forwarded to you they will do so. In writing to the Office of the Custodian, kindly address your letter to the Office of the Custodian, Attention Mr. C.L. Drury, Manager, 505 Royal Bank Building, Vancouver, B.C. We are forwarding a copy of your letter and a copy of our reply to the Office of the Custodian.

Incidentally, to date we have not received any rents from either of your tenants. The Chinaman who occupies the store, stated that he had paid one month's rent and on pressing him for the second month's rent he sent his Cousin to see us who advised us he had paid an additional three months rent in advance, but on looking over the lease we find that this additional three months rent is for the last three months of the tenancy.

To assist in this matter we would recommend that you advise these tenants at once to follow the instructions as contained in our letter.

We would also recommend that you forward us your Insurance Policy so that in the event of a fire on your property we would be in a position to protect your interests.

Yours very truly,

KIR & KIR LTD.
Per.



AKR:DE

COPY

COPY

c/o G. V. Meggitt
Sunnyside Ranch
Grand Forks, B. C.

June 3rd, 1942

Messrs. Ker and Ker,
475 Howe Street
Vancouver, B. C.

Dear Sirs:

I have been notified by the lease-holder of my store and the tenant of my house at 155 and 153 East 10th Avenue, Vancouver, respectively, that they have both been in receipt of word from you that they are to pay their rents to your firm and not into my bank account in Vancouver.

I would like to know under whose authority you are wanting to collect these rents, and also, whether I am going to get any of these monies. You see, I am dependent for my and my family's living on the rents from my property because I am not very well physically and cannot make my living up here.

Please send me an answer as soon as possible as I wish to receive the monies for this month's rents.

Yours truly,

(signed) K. Arai

THIS INDENTURE

made the Seventeenth day of April in the year of our Lord one thousand nine hundred forty-two

BETWEEN

JOHN CHRISTENSEN (Dry Cleaner) of 4291 Main Street, in the City of Vancouver, Province of British Columbia

hereinafter called the "Grantor," of the FIRST PART:

AND

KOZO ARAI (Dry Cleaner) of 153 East Tenth Avenue, in the City of Vancouver, Province of British Columbia

hereinafter called the "Grantee," of the SECOND PART:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Three Hundred forty-five—Dollars (\$ 345.00) of lawful money of Canada to him in hand well and truly paid by the said Grantee, at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged), HATH granted, bargained, sold and assigned, and by these Presents DOTH GRANT, bargain, sell, and assign unto the said Grantee ALL AND SINGULAR the goods, chattels, furniture and household stuff hereinafter more particularly mentioned and described together with all other goods, chattels, furniture and household stuff which may be brought on to the premises in addition to or in substitution for the said goods and chattels, furniture and household stuff or any part thereof:—

ALL WHICH said goods, chattels, furniture, and household stuff equipment are in possession of the Grantor at 866 Howe Street, in the City of Vancouver, Province of British Columbia

TO HAVE AND TO HOLD all and singular the said goods and chattels, furniture and household stuff and dry cleaning equipment unto the said Grantee TO THE ONLY PROPER USE AND BEHOOF of the said Grantee for ever: PROVIDED ALWAYS and these presents are upon this express condition, that if the said Grantor do and shall well and truly pay or cause to be paid unto the said Grantee the full sum of Three Hundred forty-five—Dollars, (\$ 345.00) with interest for the same, at the rate of per centum per annum, from the Seventeenth day of April, 1942 on the following days and times, that is to say the sum of Twenty-eight 75/100 Dollars (\$28.75) on the Fifteenth (15th) day of May, 1942 and a like amount of Twenty-eight 75/100 Dollars (\$28.75) on the Fifteenth day of each and every month thereafter until the principal sum owing under this the said Mortgage is fully paid and satisfied.

THEN THESE PRESENTS and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in anywise notwithstanding.

AND the said Grantor covenants with the said Grantee that he will, during the continuance of this Mortgage, and any and every renewal thereof, insure the chattels hereinbefore mentioned against loss or damage by fire in some

insurance office (authorized to transact business in Canada), in the sum of not less than _____ dollars, (\$ _____) and will pay all premiums and moneys necessary for that purpose, as the same become due; and will on demand, assign and deliver over to the said Grantee the policy or policies of insurance and receipts thereto appertaining; PROVIDED that if the said insurance is not effected or not kept duly renewed, or if default is made in payment of said premium or sums of money by the Grantor, the said Grantee may pay the same, AND such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate from the day of such payment, and shall be repayable with the sum hereby secured.

AND the said Grantor shall and will warrant and forever defend by these Presents, AND AND SINGULAR the said goods, chattels, and property by these presents unto the said Grantee, against him and the said Grantor, and against all and every person and persons whomsoever:

AND the said Grantor doth hereby COVENANT, PROMISE, and AGREE, to and with the said Grantee that he, the said Grantor, shall and will well and truly pay, or cause to be paid, unto the said Grantee the said sum of money, in the above proviso mentioned, with interest for the same as aforesaid, on the days and times and in the manner above limited for the payment thereof: PROVIDED, that in default of payment of any of the payments or instalments hereinbefore mentioned, or any part thereof, the principal sum then unpaid and hereby secured, shall become due and payable; AND ALSO, that in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or in the interest thereon, or any part of the principal or interest, or in case the said Grantor shall attempt to sell or dispose of or in any way part with the possession of the said goods and chattels, or any of them or to remove the same, or any part thereof, or suffer or permit the same to be seized or taken in execution without the consent of the said Grantee to such sale, removal, or disposal thereof first had and obtained in writing, or in case default shall be made in the performance of any of the covenants by the said Grantor in these Presents contained, or in case the Grantee shall feel unsafe or insecure or deem said goods and chattels in danger of being sold or removed, THEN in such case it shall and may be lawful for the said Grantee, with his servant or servants, and with such other assistant or assistants as he may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places, for the purpose of taking possession of and removing the said goods and chattels; AND upon and from and after the taking possession of such goods and chattels as aforesaid, it shall lawfully be lawful, and the said Grantee is hereby authorized and empowered to sell the goods and chattels, or any of them, or any part thereof, at public auction or private sale as to him may seem meet; AND from and out of the proceeds of such sale in the first place to pay and reimburse himself all such sums and sum of money as may then be due by virtue of these Presents, and all such costs and expenses as may have been incurred by the said Grantee in consequence of the default, neglect, or failure of the Grantor, in payment of the said money, with interest thereon, as above mentioned, or in consequence of such sale or removal, as above mentioned, and in the next place to pay unto the said Grantor all such surplus as may remain after such sale, and after payment of all such sum or sums of money, and interest thereon, as may be due by virtue of these Presents at the time of such seizure, and after payment of all costs, charges and expenses incurred by such seizure and sale as aforesaid; PROVIDED, that the said Grantee, may, in default of any one of the payments or instalments hereinbefore mentioned, or any part thereof, distrain for the whole principal sum then unpaid: PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the said Grantee to sell and dispose of the said goods and chattels, but that in case of default of payment of the said sum of money, with interest thereon, as aforesaid, it shall and may be lawful for the said Grantee peaceable and quietly to have, hold, use, occupy, possess, and enjoy the said goods and chattels, without the let, molestation eviction, hindrance, or interruption of the said Grantor,

or any other person or persons whomsoever; AND the said Grantor doth hereby further COVENANT, PROMISE, and AGREE to and with the said Grantee that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount of principal, interest, costs and expenses, according to the terms of this Indenture, that he, the said Grantor, shall and will forthwith pay or cause to be paid unto the said Grantee all such sum or sums of money, with interest thereon, as may then be remaining due; as well also as all costs and expenses as may be incurred by any seizure.

AND the said Grantor doth put the said Grantee in full possession of said goods and chattels by delivering to him this Indenture in the name of all the said goods and chattels, at the sealing and delivery hereof;

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

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

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

SIGNED, SEALED AND DELIVERED
In the Presence of

.....**"W. Hargreaves"**.....

.....**904 E. 13th Ave., Vancouver, B.C.**.....

"John Christensen"

.....**Clerk**.....

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

"V. Hargreaves"

sworn before me this Seventeenth

day of April A. D. 1942

..**Harry Hargreaves**.....

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

CASE NO. 272.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10

Grand Forks, B.C.,
March 1st, 1948.

IN THE MATTER OF THE CLAIM OF
KEZO ABAL.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.C. MEYER, Esq.,	appearing for the Dominion Government.
R.J. McMASTER, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
G.H.R. UPTON, Esq.,	Official Interpreter.
G. HAMILTON, Esq.,	Official Reporter.

30

MR. McMASTER: Now with regard to claim No. 3, or No. 3 on the list, I am obliged to apply to withdraw the chattels referred to in the second inventory attached to the claim. This was also a forced sale.

THE COMMISSIONER: Just let me follow you, Mr. McMaster. Does this withdrawal relate to the entire chattel claim?

MR. McMASTER: No, my lord, to the second inventory attached to the claim.

10 THE COMMISSIONER: That is for \$326.15?

MR. McMASTER: Yes, my lord.

THE COMMISSIONER: For the record, the claim for \$326.15 in respect of chattels is withdrawn, leaving for consideration the real estate claim as well as a chattel claim for \$3778.50.

MR. HUNTER: That latter claim, my lord, includes \$2000.00 for goodwill, it is not just chattels.

MR. McMASTER: Yes, my lord, and that claim I am not asking the withdrawal of.

20 THE COMMISSIONER: You are asserting a right to recover?

MR. McMASTER: I am endeavouring to establish goodwill, my lord.

THE COMMISSIONER: Very well.

MR. McMASTER: With regard to the first list which is attached to the claim, the first inventory, I wonder if my lord would be good enough to note these new values set opposite the various items.

Just going right through them, the first item, the steam press, \$350.00 instead of \$700.00; the boiler, \$235.00; Singer sewing machine, \$115.00;

the Westinghouse electric iron, \$10.00; the ironing boards, \$8.00; the chairs, \$6.00; the large stove counter, \$30.00; the two large work tables, \$13.00; the cupboard, \$5.00; the show cases, \$65.00; instead of \$100.00; the two large shelf cases, \$15.00; the moveable clothes rack, \$5.00; the clothes basket, \$10.00; the portable Neon signs, \$65.00;

THE COMMISSIONER: Were they owned outright?

10 MR. McMASTER: Yes, these were, my lord. The outside Neon sign under contract, \$78.00; paper cutters, \$3.50; wire window screen, \$10.00; show card frame, \$6.00; the tailor scissors, \$7.00; He is not claiming for the yardstick. The McClary gas stove, \$15.00; the double bed, \$25.00; he is not claiming for the two sets of shelves because the Custodian says he did not get them, likewise the bookcase. The pails, \$1.00; kitchen table, \$3.00; the Viking heater, \$10.00. Leaving the item of goodwill at \$2000.00. That makes a total of \$3,090.00.

20 THE COMMISSIONER: \$3,090.00.

MR. McMASTER: Correct, my lord.

THE COMMISSIONER: I take it that these goods were used in connection with some business. What was the business?

MR. McMASTER: Cleaning and pressing and alterations, and most of the items were sold with the lands and premises by the Custodian.

THE COMMISSIONER: Did the Custodian sell the cleaning and pressing business as a going concern?

30 MR. McMASTER: That will be the allegation, my lord.

L. Aral,
In Chief.

EDD ARAL, the claimant herein, being first
sworn, testified through the
Interpreter as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, did you instruct me to prepare this statement
with regard to your store premises and dwelling with
respect to which you are making a claim?

A Yes.

Q Would you be good enough to sign it, please?

A (Witness complies).

20 Q Are the statements contained therein true to the best
of your knowledge and recollection?

A The prices are about.

Q They are an estimate of prices, is that right?

THE COMMISSIONER: Mr. McMaster, if your interpreter desires
to question the interpreter, I would like him to do
so through you and you can address me rather than
have these discussions taking place.

MR. McMASTER: I am sorry, my lord, he thinks the word
"estimate" is not being conveyed to this man.

20 THE INTERPRETER: That is the word I have used before.

MR. McMASTER: Well now, we will just have the last
question. If you will read the last question,
Mr. Reporter.

(Question read by Reporter).

A He says with comparatively small variations.

MR. McMASTER: I would ask to have that statement filed as
Exhibit 1 with respect to the real estate, my lord.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. McMASTER: Now, if I might refer to Exhibit No. 1.

30 The Reporter doesn't need to take this. (Reading).

Q Now, witness, did you also instruct me to prepare this statement with regard to your business, the equipment and chattels relating to your business, and with respect to which you are making a claim?

A Yes.

Q Would you be good enough to sign it, please?

A (Witness complies).

Q Is the information contained in there true to the best of your knowledge and recollection?

10 A Yes.

MR. McMASTER: I would file that as Exhibit 2. This is an statement of personal property relating to the business and the chattels sold by the Custodian, my lord.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. HUNTER: That also relates to goodwill, doesn't it?

MR. McMASTER: Yes -- well, that is part of the business.

THE COMMISSIONER: That is Exhibit 2.

MR. McMASTER: Exhibit 2, yes, my lord.

20

If I might refer to Exhibit 2, my lord. The claimant operated a dry cleaning and pressing and alteration business at these premises. They were near Main and Tenth Avenues in Vancouver. The gross turnover in '41 he estimates at \$8000.00. The cost is at "about \$6000.00", and his net income in '41 about \$2000.00. I might say, my lord, that I received instructions from the claimant that he is prepared to have his income tax returns produced and filed if the Crown wishes to do so. He is not sure if he filed Dominion returns but he filed

30

H. Arai,
In Chief.

Provincial returns as if the Crown wishes to do so, he says. In his business, as indicated, he required only a very small quantity of stock-in-trade, so that the small quantity that was there was sold to the person that he rented it to. He purchased the business in 1922 or '23, paid about \$400.00 for it. There was no stock-in-trade at that time. Of the \$400.00 it was made up of \$250.00 for equipment, and \$150.00 for goodwill. All of the equipment that he then purchased has since been replaced and none of it is the subject of this claim. He has forgotten what his income was the first few years of operation but it was very small and he states that he built up the business into a good business. He spent about \$150.00 to \$200.00 each year for advertising.

Then below are shown certain of the major items of the equipment and goods with respect to which he is claiming, and the balance as per the inventory which is attached to the claim and with respect to which I have already spoken.

Now he states that he rented his store and equipment to Chan Hain as a going concern for \$60.00 per month, and that Chan Hain carried on under his trade name which was Lion Valet and had the advantage of his goodwill. The Custodian subsequently rented the business and premises several times and as far as he is aware, that is the claimant, it was carried on under his trade name. When the premises were sold it was a going concern and the purchaser not only acquired the premises but also the

equipment, and as far as we are aware the goodwill of the business.

Now, my lord, one other thing on this Exhibit 2 to be noted is with regard to this Neon sign, the outside Neon sign that he was buying under contract. The sign carried the name Lion Valet. In other words, it was not a name, or not his own name but a trade name.

10

I might say with regard to the subject of goodwill, my lord, that at the moment we are not informed as to whether this was carried on under that name after the sale; that is a matter that I will have to look into and call evidence on. With respect to the goodwill you will observe that he has estimated it on the basis of one year's income.

THE COMMISSIONER: Which was the firm that supplied the Neon display?

MR. McMASTER: It was, I think, the Neon Products Company, my lord.

20

I have here, my lord, a copy of the lease from the claimant to Chan Hain, dated April 15th, 1942, describing the premises and stating the rent to be \$720.00 for the year.

THE COMMISSIONER: Chan Hain was not related to the purchaser?

MR. McMASTER: No, my lord.

MR. HUNTER: My lord, Chan Hain only occupied the premises, so far as I understand, for one month.

30

MR. McMASTER: That is correct, my lord. I don't know whether you wish this lease filed or whether my

E. Arai,
In Chief.

friend will admit that the lease was made by this man before he evacuated.

MR. HUNTER: Oh yes.

MR. McMASTER: Will my friend admit that it was subsequently rented on at least two occasions by the Custodian as a business?

MR. HUNTER: Not in those words, my lord. I think there are other factors.

10 MR. McMASTER: I will ask my friend to produce a letter from the Custodian to this man dated October 27th, 1942, and the inventory attached.

MR. HUNTER: An inventory of October 10th, is that what you mean?

MR. McMASTER: What I want is a letter of October 27th, 1942, to the man from the Custodian and the inventory.

20 This, my lord, is a copy of a letter produced from the Custodian's file dated October 27, 1942, addressed to this claimant, the first paragraph of which reads, "Referring to your letter in connection with your property at 155 East 10th Avenue, we are making arrangements to rent the premises to one Sung Chua for \$40.00 per month endeavouring to get him to pay three months' rent in advance, and with the understanding that he is to pay for all repairs in connection with the conducting of this business."

Attached to this letter, or with it, is an inventory which was referred to in the letter and I will file that with some other correspondence which I want my friend to produce, my lord.

30 THE COMMISSIONER: All right. You will file the letter

along with other correspondence, is that it?

MR. McMASTER: Yes, my lord.

Right I have a letter from the claimant to the
Court dated November 1st, 1942?

Q Witness, I produce to you a letter. Is that your
signature on that letter?

A Yes.

MR. McMASTER: This is a letter dated November 1st, 1942.

THE COMMISSIONER: If that is going to be put in, it
10 needs't be transcribed into the record.

MR. McMASTER: Very well, my lord, (Reading). That is
the list that was referred to in the last letter.

Now if my friend would be good enough to produce
a letter of November 10th, 1942, and the list.

MR. HUNTER: My lord, I am not trying to deny that there
were leases made but I did not like the wording
that my friend used when he said that we leased it
as a business. We did lease it as a business, but
I don't think it was as simple as that. There were
20 vacations here. It wasn't the same business that
was leased.

THE COMMISSIONER: That is fairly obvious in view of the
fact that the first man probably ceased to hold
under the lease made by the tenant himself, and the
business ceased operation for a time but was re-
established.

MR. HUNTER: There may have been goodwill at the time it
was sold, my lord, but it is not necessarily the
goodwill -- that it would be the same goodwill as
30 the original goodwill. I don't know how my friend

K. Arai,
In Chief.
Discussed on.

is going to establish just what its value is, because it is not the same unless he can produce gross profits from the tenant or something like that.

THE COMMISSIONER: Well that is for him to worry about.

MR. McMASTER: Perhaps I can shorten the correspondence that I want to file, my lord, if my friend will admit that the amended claim, as I stated there, were all of the articles which now appear, having dropped two or three of them, correspond with articles that were received by the Custodian and disposed of by him in one way or another.

THE COMMISSIONER: What would you say? There is no material change in the chattels that were left subsequently?

MR. McMASTER: That is correct, my lord.

MR. HUNTER: I am sorry, my lord, to be so dull on this, but I did not see this until after lunch.

THE COMMISSIONER: I appreciate your difficulty.

MR. McMASTER: I gave it to my friend this morning, but I do not suggest that that is too much time.

THE COMMISSIONER: I am very well satisfied that both of you are working under difficulties here.

MR. McMASTER: Perhaps we had better file the correspondence then, my lord. A letter dated November 10th, 1942, and the list.

THE COMMISSIONER: If you put it all in, I will read it.

MR. McMASTER: Yes, I will put it in altogether, my lord.

MR. HUNTER: From whom?

MR. McMASTER: I think it is from Ker & Ker to the Custodian.

E. Arnd,
In Chief.
Discussion.

This is a letter, my lord, dated November 10th, 1942, from Kor & Kor to the Custodian stating that they are returning the list of articles, "covering our conversation of today's date in connection with the above property". The situation was that the claimant had written back and said as will appear from the correspondence, "This inventory does not include certain things." The Custodian sent it back to Kor & Kor and said, "Please check these", and it was not sent back. The inventory attached is headed, "Items missing from the list you supplied me", and various items are ticked and there are three items crossed, and written in ink is, "Not there, not there, not there" opposite them indicating that the others were actually there and they had missed them on their original inventory.

THE COMMISSIONER: I see.

MR. McMASTER: That I will file with these other items of correspondence. I would ask my friend if he would let me have a letter from the Custodian to the claimant dated November 13, 1942.

This is just a letter dated November 13th, 1942, confirming that situation, my lord, in which the Custodian advised that they had re-checked the inventory and found everything except these three items.

THE COMMISSIONER: Yes.

MR. McMASTER: And then I would like a letter dated January 6th, 1943, I think, from the Custodian to the claimant.

MR. HENDER: There is one from Ker & Ker to the Custodian.
(Handed to Mr. McMaster).

I don't quite know how these letters of Ker & Ker are to be proven, my lord. Are they just put in for information?

MR. McMASTER: My lord, for the time being I am obliged to put them in for information because Ker & Ker were the agents of the Custodian and I presume in due course they will be called.

10 THE COMMISSIONER: As I see it, though, all your friend is endeavouring to establish is that there were a succession of tenancies here with some hiatus between them and he is hoping, as I understand his remark earlier, that he will be able to show there was
15 some value in the goodwill left by the evasive claimant, notwithstanding the hiatus that occurred between tenancies; is that the situation?

MR. McMASTER: That is correct, my lord.

THE COMMISSIONER: Well you are going to have some difficulty.

20 MR. McMASTER: We will have to see about that.

THE COMMISSIONER: Goodwill doesn't jump such breaks.

MR. McMASTER: I will come back to that, my lord, with regard to the statement my friend made. But this is a letter dated January 26th, 1943, from Ker & Ker to the Custodian. The first two paragraphs are the relevant ones, I think, "With regard to the above store, the present tenant cannot carry on any longer and wishes to move out of the premises on the 14th day of January, 1943".

30 THE COMMISSIONER: I would have thought you would endeavour

to suppress that.

MR. McMASTER: I am not worrying about that, my lord.

"As you know the rent is paid up until that date and we now have a proposal from Mr. Jim Wong, Chinese, who will rent this store at the present rent of \$40.00 per month. Mr. Wong will pay one month's rent due January 15th, plus one month's rent on deposit which will be held as rent for the final month of his tenancy".

10

I would ask to file all of that correspondence to which I have referred as one exhibit.

THE COMMISSIONER: All those will go in as Exhibit 3.

(CORRESPONDENCE MARKED EXHIBIT NO. 3).

MR. McMASTER: My lord, I would ask my friend if he can supply me with information which is peculiarly within his knowledge as to the exact date that the original tenants vacated.

THE COMMISSIONER: It might be of some help to know the reason for his vacation. Was he ejected or --

20 MR. McMASTER: I don't think he bothered paying the rent, my lord.

MR. MEYER: I haven't perused the file as well as I might, my lord, but I see here a memo. It says, "The rental records on file show that Chan Hain occupied the ground floor in July but it appears to have been vacant during the succeeding two months, Sung Chun being the tenant during October, November, December, at a rental of \$40.00 per month. J. She succeeded this tenant in January, 1943, and remained there until the date of sale."

30

24
E. Aral,
Discussion.
In Chief.

The exact date, I can't say from this. We would have to check more accurately, but it appears to have been meant during the months of August and September, 1942.

MR. McMASTER: That is a matter, my Lord, in which I will have to try to find some evidence. We have no way of knowing.

10 Q Witness, did you instruct me to prepare this statement with regard to your 1930 Ford coach with respect to which you are making a claim?

A Yes.

Q Would you be good enough to sign it, please?

A (Witness complies).

MR. McMASTER: I would ask to file that statement as the next exhibit, my Lord, a statement with regard to his 1930 Ford coach.

(STATEMENT MARKED EXHIBIT NO. 4).

20 Q Witness, I produce to you a receipt from the Royal Canadian Mounted Police. Is that the receipt which you received for this automobile?

A Yes.

MR. McMASTER: I ask to file that as the next exhibit. It shows the date, March 9th, 1942, Ford "A" 1930, five tires, speedometer reading 66,817 miles.

THE COMMISSIONER: May I have that again?

MR. McMASTER: 66,817 miles. The condition is stated to be fair and a memorandum on it that the left and right fenders were dented.

30 On the statement with regard to the car made by the claimant, it shows the date of purchase by

K. Arai,
In Chief.
Discussion.

him in 1939 or 1940. He paid \$235.00 and expended about \$65.00 painting the car and putting on four new tires and says that he had the car cared for mechanically and it was in good condition and left it with the R.C.M.P. We are not holding forth, my Lord, that he had any special knowledge as to the value of cars, but he does comment that he bought a 1928 Ford roadster in Grand Forks in April, 1944, and had to pay \$180.00 for it.

18

I would ask my friend to admit that the car was appraised at \$75.00 and sold for \$140.00 on or about March of 1942 -- I am sorry, about August of 1942.

THE COMMISSIONER: Sold at \$140.00, you say?

MR. McMASTER: Sold at \$140.00, yes, my Lord.

MR. HUNTER: Apparently there was an appraisal of \$75.00, my Lord.

(R.C.M.P. RECEIPT MARKED EXHIBIT NO. 5).

20

MR. HUNTER: It is submitted that the real property was sold for its fair market value. It is submitted that the vehicle was sold for its fair market value. It is submitted that the equipment sold was sold for its fair market value.

30

I file the appraisal of J.R. Reid & Company dated the 28th of February, 1944, in which he merely states, "I his property comprises a lane corner with approximately 22 feet frontage on which is erected a two storey wooden building approximately 22 x 45 feet. The lower floor is occupied by a Chinese dry cleaning establishment with a kitchen

K. Arai,
Discussion.
Cross-Exam.

and bedroom at the rear, also toilet. Upstairs there is a four room suite with bathroom. Single garage on lane. Valuation, \$1750.00.*

(APPRAISAL MARKED EXHIBIT NO. 6).

It is further submitted, my lord, that if this business was sold as a going concern it was not the same going concern that was left by the claimant and that any goodwill attaching thereto has not been proven.

10 THE COMMISSIONER: That amounts to the same thing as saying that such goodwill there was, was not goodwill of the claimant.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Or that attached to the claimant's business?

MR. HUNTER: Yes, but I presume that the property belonging to the claimant, the equipment belonging to him, that if some goodwill had been worked up in the meantime by a tenant, such goodwill as there was might be passed along and might accrue to him. I just wish to make it clear that I submit he has not proven that, my lord.

I think the rest is a straight question of value, my lord.

MR. McMASTER: Perhaps my friend will admit, my lord, that the tenant who was occupying the premises at the time of sale made a tender on these premises.

MR. HUNTER: I don't think that is correct, my lord. According to our records J. Sho, a Chinese, was the tenant until the sale and the sale was to an

K. Arai,
Discussion.

Anglo-Saxon, Abbott.

THE COMMISSIONER: Yes, but what your friend is asking is whether the tender, which was perhaps a lower tender --

MR. NEWER: There is a list of tenders here, my lord, and there is no mention of his tender. There are about five here.

MR. McMASTER: My lord, I can check the Custodian's file on that point later and would ask leave to file it later.

THE COMMISSIONER: That is something you can bring out when the Government brings in the defense of the claim.

MR. McMASTER: Very well, my lord.

THE COMMISSIONER: Thank you, Mr. Arai.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DUE)

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

Gordon Hambleton

"G. HAMBLETON"
Official Reporter.

Chf. case 25

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

Grand Forks, B. C.,
March 1st, 1948.

IN THE MATTER OF THE CLAIM OF
WAGO ARAY.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

R.J. McMASTER, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

G.E.B. UPTON, Esq.,

Official Interpreter.

G. HAMILTON, Esq.,

Official Reporter.

Discussion.

MR. McMASTER: Mr. Kase Arai, Nos. 2 and 3 on the list,
my lord.

THE COMMISSIONER: Are you taking No. 2 first, Mr. McMaster?

MR. McMASTER: I am sorry, my lord. I will have to refer
to my claim forms.

THE COMMISSIONER: That is the \$2200.00 claim, real.

MR. McMASTER: My lord, with regard to the first claim,
then, if that is No. 2, I would apply for leave to
withdraw. Unfortunately this is a sale which the
claimant made considerably to his disadvantage prior
to his evacuation.

THE COMMISSIONER: Yes, claim No. 2 is withdrawn. We
need not number that, Mr. Secretary.

(Concluded)

I hereby certify the foregoing to be a true and
correct transcript of the proceedings herein.

Gordon Hambleton
"G. HAMBLETON"
Official Reporter.

DEFENCE BRIEF

Kozo A R A I

File No. 7832

Case No. 250

Urban Real Property
Chattels
Grand Forks, B.C.
March 1, 1948.

REAL PROPERTY CLAIM

1. Real Property Claim

\$5,000.00

Appraised at

\$1750.00

Sold for

\$2010.00

(a) Witness - J.R. Reid and Co.

Question of fair market value only.
These premises were a combination
dry-cleaning business and dwelling.
These premises were on a very small
lot (22' x 120') in a "Run Down"
section of Vancouver. (1535 E. 10th Ave.).
Accordingly, the \$5,000.00 claimed
appears fantastic.

(b) Property owned by claimant subject
to mortgage. 12004 M 30/1/39
11.54 Florence Ethel Burritt.
Mortgage for \$1082.95.

Legal Description - City of Vancouver
Subdivision "F" of Lots 4, 5, 6,
Block 28, D.L. 302, Gp. 1, N.W.D. Plan 2246.

PERSONAL PROPERTY CLAIM

2. Chattel Claim

\$3090.50

Sold for

\$400.00

(a) Chattels valued at \$863.50 (apart from goodwill)
were sold for 400.00 by Bill of Sale to purchaser
of realty.

(b) Articles worth 186.00 were abandoned.

(c) Articles worth 41.00 no record.

(d) With regard to the claim for goodwill,
counsel for Japanese is endeavouring to establish
\$2000.00 goodwill. This goodwill is estimated on
basis of 1 years' income. (See p.7 transcript).
McMaster is calling evidence as to whether business
was carried on after sale under name of LION VALET.
Custodian rented premises several times. See pp. 6-9.

Defence contention is that it was leased as a
business - but that it wasn't claimant's business
that was leased. Commissioner appears to agree
with this. (p.9). At p. 12 - Commissioner states

that Counsel for Japanese is going to
"have some difficulty" establishing goodwill
"Goodwill doesn't jump such breaks." Here
he is referring to the succession of tenancies
and the hiatus that occurred between them.

Summary of Claim

Goods sold for 400.00 valued at	863.50
Goods unaccounted for	41.00
Goods abandoned	186.00
Goodwill	<u>2000.00</u>
TOTAL	<u>\$3090.50</u>

3. Car Claim

Appraised at

Sold for

\$200.00

\$75.00

\$140.00

(a) Witness - Appraiser - A.W. Cruise - Consolidated Motors.

Question of fair value only.

Summary of Defence Witnesses

Where Required

J. R. Reid & Co.

1 (a)

A. W. Cruise

3 (a)

JLG/mw

Name of Claimant

ARAY, Koso

Case

290

Custodian File

7832

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)		V.L.A. (except Mission Village)		V.L.A. Mission Village		Total Award 125% of all Sale Prices:		
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price		Total Award 125% of all Sale Prices: % of Amount Total	
2010	120.90 12.50									133.00
PERSONAL PROPERTY										Total
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
140	35.00									35.00
NETS										Total
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS										Total
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%							
					178.00	81.88	400.00		129.88 48.00	129.88
TOTAL RECOMMENDATION										297.88

November 28th, 1950.

Mr. Kono ARAI,
Box 218,
Grand Forks, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 250

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$297.88.

Cheque in your favour is enclosed for \$297.88
and we have paid the Co-Operative Committee .. \$11
for legal fees as authorized by you.

Yours truly,

FCS/ja
1 encl.

F.G. Shears
Director