

8982

FRASER VALLEY

FORM 1-20-1

STRAWBERRY HILL

FILE NO.

8982

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: OTSUKI Shinichi

HOME ADDRESS: 596 Scott Rd. R.R.#1, New Westminster, B. C.

REGISTRATION NUMBER 12708 SEX: male AGE: 41

OCCUPATION: farmer

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

EMPLOYER: self

MARRIED? yes

NAME OF WIFE OR HUSBAND: Hesae

ADDRESS OF WIFE OR HUSBAND: same

NAMES OF ANY LIVING CHILDREN: Rai (F) Teshi (F) Hiizu (M) Caoru (M)

ADDRESS OF CHILDREN: same

AGE OF CHILDREN: 13, 11, 8, 5 yrs.

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

1. LOCATION AND DESCRIPTION: Block 4, SW sub-div, SW $\frac{1}{4}$ of sec 19 twp 2.
in the District of Surrey. (596 Scott Rd., Surrey, B.C.)

2. BUILDINGS AND OTHER IMPROVEMENTS: 4 roomed 2 storeyed wooden frame
dwelling house. 800' chicken house. garage. wood shed.
incubator house. sm. chicken house. brooder house. root house.
2 lg. feed houses.

3. INSURANCE (Give particulars; state where policies are) Fire Insurance Co. name
unknown. \$3000.00. Policy at home.

4. TAXES (Amount and where payable) \$44.70 1941 paid to dist. of Surrey.

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

Mrs. McLean, McLean Ltd.

6. OCCUPANCY AND LEASES (If vacant so state) undecided.

4. INSURANCE CARRIED ON ABOVE PROPERTY: none
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: none
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) none
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) \$100.00 Victory Bond (1941&1942)
8. BANK ACCOUNTS: none
9. LIFE INSURANCE: Sun Life Assurance Co. of Can. Vancouver Branch
\$1000.00 Beneficiary, wife. Policy at home.
10. INTEREST IN ANY ESTATES OR TRUSTS. none
11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none
2. TRADE DEBTS: none

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

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

Dated this 13th day of May 1942.

(Signature) Shinichi Otsuki

B. W. Elham
Witness

FOR DEPARTMENTAL USE

RETURNED TO JAPAN
S.S. MARINE ANGEL
31st MAY, 1946

INFORMATION FROM R.C.M.P.

Date

Sept 2/42

Our File No. 8982 - Surgery

Full Name OTSUKI Shinichi
(Surname in Block Letters)

Registration No. 12708

Male - Female
(check)

Age

Sept. 25, 1900

Former Address

596 Scott Rd., R.R.#1, New St. City
B.C.

Date Evacuated

11/3/42

Naturalized - Canadian-Born - National
(check)

Present Address

c/o Leo Laiselle
Letellier, Man.

Married - Single
(check)

Name of Wife

(YAMASAKI) Hisae #12678

Name of Husband

Name of Mother

(OTSUKI) Kiku

Name of Father

Eitaro Japan

Names of Children under 16

(Japan)

(See Over)

Requested by

Mamie

Registered with Custodian

(Yes or No)

Additional Information

Farmer. Owner of 5
acres & bldg. 1937 Ford Sedan.
Father was adopted into wife's family.
Name before adoption was YAMASAKI

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. 8982

Date: May 23rd, 1942

REGISTRATION NO. 12708

MUNICIPALITY:

NAME: OTSUKI, Shinichi

ADDRESS: 596 Scott Rd. R.R.#1 New Westminster.

PROPERTY: Farm

ACREAGE: 5

KIND OF CROPS: Black Currants, Asp.

APPROXIMATE ACREAGE OF EACH: $\frac{1}{4}$, $\frac{1}{8}$

HOUSE: Shingled

VACANT:

OCCUPIED X

ROOF: shingle

DESCRIPTION 1 story

NO. OF ROOMS 4

SIZE: 25 X 30

CONDITION: Fair

OTHER BUILDINGS: 11 colony hses. 12 X 16 G.; Incub. hse. 30 X 30 G.; Chick hse. 20 X 165 G.; Chick hse. X 222 G.; 1 chick hse 20 X 125 F.; Chick hse. 20 X 100 F.; Root hse. 8 X 10 G. Gar. 10 X 15 G.

NAME OF LESSEE OR RENTOR: J. Heichert

TERMS: \$12 a month. 1 yr. lease.

WATER: none

ON:

OFF:

LIGHT:

ON: X

OFF:

REMARKS:

INVENTORY OF CHATTELS LEFT ON PROPERTY

~~1 circulator heater~~ \$1.

~~1 range~~

1 kitchen table

~~4 kitchen chairs~~

1 round mirror

1 library table

~~1 high chair~~

~~9 beds & springs~~

~~1 bureau~~

~~1 dresser~~

~~1 day bed~~

1 Beatty Electric pump

1 - 80 Gal tank.

Signed:

[Signature]

REAL PROPERTY SUMMARY

JAPANESE NAME: Shinichi OTSUKI Reg. No. 12708 File No. 8982.

CATALOGUE NO: Sold by Special Arrangement, S.S.B. BC/562-P. First Offer.

PROPERTY ADDRESS: 596 Scott Road, R. R. No. 1, New Westminster, B. C.

LEGAL DESCRIPTION: Block 4 of Lots 3 and 4 of the South West quarter of Section 19, Township 2, Map 4431, Municipality of Surrey, D. N. W.

TITLE: Registered in the name of Shinichi OTSUKI

ENCUMBRANCES: 71160C 17th August 1932, Mortgage in Fee to McLellan and McCarter Limited for the sum of \$320.00 without interest.

82178C 9th August 1940, Mortgage of Equity to McLellan and McCarter Limited for the sum of \$1200.00 with interest at the rate of 5% per annum.

Vesting Order No. 24324, dated 16th July, 1942.

ASSESSED VALUE: Land - \$ 400.00
Improvements - \$2320.00 - \$2,720.00. Taxes - \$51.20.

CLASSIFICATION: Fruit and Poultry Farm.
Dwelling and out-buildings.
Custodian's representative reported 23rd May, 1942, that part of the property was planted to the following crops: $\frac{1}{4}$ acre black currants, $\frac{1}{8}$ acre asparagus, small fruit trees.
1 One storey 4 room frame dwelling, 1 woodshed, 2 chicken houses, 1 incubator house, 1 brooder house, 2 large feed houses, 1 garage, 1 root house. Buildings in fair condition.

HISTORY OF ADMINISTRATION: This property was leased by Shinichi OTSUKI, May 18th, 1942, to Jack Heichert and Catherine Heichert. Term being for the Duration. Consideration being \$12.00 per month, payable in advance, on the 18th day of each and every month.

There is a letter on file dated May 7th, 1942, from Shinichi OTSUKI stating that he had appointed Isaac Kline, c/o McLellan and McCarter Limited, 1605 West 6th Avenue, Vancouver, B. C., his true and lawful attorney. The Custodian took no objection to Mr. Kline collecting the rents which he credited against the Mortgages held by McLellan and McCarter Limited. In 1942 rents collected and credited against the Mortgages amounted to \$96.00. Rents collected in like manner in 1943 amounted to \$126.00, alike amount of which was paid over to the Veterans' Land Act, as they purchased the property with adjustment date January 1st, 1943.

SOLD: To The Director, The Veterans' Land Act for \$3,286.00.
Approval of Advisory Committee - 1st June, 1943.

The Mortgages held by McLellan and McCarter Limited, with interest

with interest

Page 2.

totalling \$1137.25 were paid and discharges registered May 10th, 1944, under Nos. 36443 and 36444.

Funds released to the credit of Shinichi OTSUKI, June 28th, 1944. Net amount after payment of Mortgages - \$1,137.25, Registration Fee - \$5.00, Legal Fees - \$15.00 = \$1157.25, leaving a net credit of \$2,128.75 from this transaction.

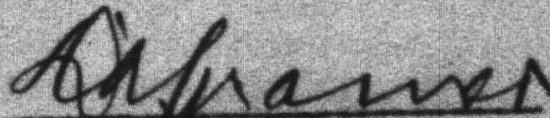
Adjustments to the amount of \$27.08, covering unexpired Fire Insurance Premiums were placed to Shinichi OTSUKI'S credit.

The following Fire Insurance Policy -
Northwestern Mutual Fire Association, Policy No. 254-2065,
covering \$400.00 on the 1 storey frame shingle-roof Incubator
building; \$1,000.00 on 1 storey frame shingle-roof chicken house,
was transferred to the S.S.B.

Certificate of Title No. 172830-E in the name of The Director,
The Veterans' Land Act.

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

November 2nd, 1945.


D.A. CRAMER.

DAC:JS

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

AUG 21 1944

JAPANESE EVACUATION SECTION

File No. 8982
12708
Reg. No.

506 Royal Bank Building,
Vancouver, B. C.

Mr. Shinichi OTSUKI,
c/o Leo Loiselle,
Letellier, Man.

Dear Sir:

Re: Municipality of Surrey, Block 4 of Lots 4 and 3 of the
South West Quarter of Section 19, Township 2, Map 4431
in the District of New Westminster. C. of T. 101105E.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	- - - - -	\$ 3,286.00
Add:		27.08
Unexpired insurance premium as at January 1st, 1943	- - - - -	3,313.08
Less:		
Tax arrears to December 31st, 1942	- - - - -	5.00
Registration fee	- - - - -	1,068.81
Encumbrance—Principal	- - - - -	194.44
—Interest	- - - - -	1,268.25
Net proceeds of sale	- - - - -	2,044.83

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

Debit Credit Balance

1943

Jan. 1

Cr. re Sale of Property

2,044.83

Land Registry Office

1.00

Certificate of Encumbrance

Sale of Washing Machine

75.00

" " Chattels

118.00

Cheque to Shintchi OTSUKI

100.00

Dec. 9

1944

Jan. 12

Cheque to Shintchi OTSUKI

92.00

2,237.83

2,044.83 Cr.

SOLDIER SETTLEMENT and VETERANS' LAND ACT.

8932
12708
File No. BC/562P
Vancouver, B.C.
(J.L. 450)

A. G. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B. C.

OTSUKI, Shinichi

Dear Sir:-

Re: Lot 4 of Lots 3 & 4 of SW $\frac{1}{4}$
of Sec. 19, Tp. 2, Map 4431,
N.W.D. MUNICIPALITY OF SURREY.

I beg to acknowledge receipt of Duplicate
Certificate of Title No. 172830-E of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Herewith is Veterans' Land Act cheque
for \$ 3,286.00, in favour of The Secretary of State,
dated June 14, 1944, being the amount of the purchase
price in full of the above land arrived at as follows:-

Purchase Price	- \$ 3,286.00 ✓
Less arrears of taxes to January 1st, 1943,	- \$ --
Amount paid to Secretary of State:	- \$ 3,286.00

*Received
3-00*

Will you kindly acknowledge receipt of the
purchase price by signing the receipt on the duplicate hereof
and return it to me.

Yours truly,

T. Todrick
T. Todrick,
DISTRICT SOLICITOR

RECEIVED Cheque covering the purchase price in
full of the land above described.

JUN 21 1944

Date

Solicitor for The Secretary
of State.

8982

This Indenture

made in duplicate the 9th.

day of August

one thousand nine hundred and forty.

In Pursuance of the "Short Form of Mortgages Act"

Between SHINICHI OTSUKI, "Farmer", of R.R.No.1 New Westminster
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

McLELLAN & McCARTER LIMITED, a company duly incorporated
under the laws of the Province of British Columbia, whose
registered office is No. 1605-West 6th ave, 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 Twelve Hundred

Dollars (\$1200.00)

of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt
whereof is hereby acknowledged), the said Mortgagor DOETH GRANT AND MORTGAGE unto the
said Mortgagee, forever ALL that certain parcel or tract of land situate in the Municipality
of Surrey in the Province of British Columbia and more particularly
known and described as Lot Four (4) of subdivision of Lots Three (3)
and four (4) of the West Half (W $\frac{1}{2}$) of the South Half (S $\frac{1}{2}$) of the
South West Quarter (S.W. $\frac{1}{4}$) of Section Nineteen (19) Township Two (2)
Group One (1) New Westminster District according to the registered
map or plan of the said subdivision deposited in the Land Registry
Office at the City of New Westminster in the said Province and numbered
1131-4431.

1944
Jace 4470

PROVIDED this Mortgage to be void on payment of the sum of **Twelve Hundred (\$1200.00)** Dollars
of lawful money of Canada, with interest at **Five (5%)** per cent. per annum,
as well after as before maturity, as follows:

The sum of **Twelve Hundred (\$1200.00)** Dollars shall become due and
payable on the **5th** day of **August A.D. 1943**.
Interest thereon shall be payable semi-annually on the **5th** days of
of **February** and **August** in each year until the whole of the principal
sum is fully paid and satisfied.

The first payment of interest to be made on the **5th** day of **February**
next (1943), arrears of both principal and interest to bear interest at the rate above mentioned, and
such interest on arrears to be a charge on the land in the same manner as all other money hereby
secured. And taxes and performance of Statute Labor.

THE said Mortgagee covenants with the said Mortgagee that the Mortgagee will pay the mortgage
money and interest and observe the above proviso, and that the Mortgagee has a good title in fee
simple to the said lands.
And that he has the right to convey the said lands to the said Mortgagee. And that on default the
Mortgagee shall have quiet possession of the said lands free from all encumbrances.

Have and except Mortgage as hereinafter described.

And that the said Mortgagee will execute such further assurances of the said lands as may be requisite.
And that the said Mortgagee has done no act to encumber the said lands. **EXCEPT MORTGAGE**
And that the said Mortgagee will insure the buildings on the said lands to the amount of not less than
the principal money hereby secured in dollars currency. But it is agreed that if and whenever such
sum be greater than the insurable value of the buildings, such insurance shall not be required to any
greater extent than such insurable value; and if and whenever the same shall be less than the insur-
able value, the Mortgagee may require such insurance to the full insurable value. And it is further
agreed that the Mortgagee may require any insurance of the said buildings to be cancelled and a new
insurance effected in the office of any company named by him and also may of his own accord effect
or maintain any insurance herein provided for, and any amount paid by him therefor shall be forth-
with payable to him with interest at the rate aforesaid by the Mortgagee and shall be a charge upon
the said lands.

AND the said Mortgagee doth release to the said Mortgagee all his claims upon the said lands,
subject to the said proviso. The said Mortgagee covenants with the said Mortgagee that he will keep
the said lands and the buildings and improvements thereon in good condition and repair according to the
nature and description thereof respectively, and in case of neglect to do so, or if the Mortgagee or
those claiming under him commit any act of waste on the said lands or make default as to any of the
covenants or provisos herein contained, the principal hereby secured shall, at the option of the
Mortgagee, forthwith become due and payable, and in default of payment the powers of sale hereby
given may be exercised.

PROVIDED that the said Mortgagee on default of payment for **one** month may on
30 days notice enter on and lease or sell the said lands. And provided also that in case default
be made in payment in either principal or interest for three months after any payment of either falls
due, the said powers of entering and leasing or selling or any of them may be acted upon without any
notice by the said Mortgagee. And also that any contract or sale made under the said power may be
varied or rescinded. And also that the said Mortgagee may buy in and resell the said lands or any
part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred.
Provided that such sale may be either by public auction or private contract, and either for cash
or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the
said lands may be sold.

PROVIDED that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee
may distrain for arrears of principal in the same manner as if the same were arrears of interest.
PROVIDED that in default of the payment of the interest hereby secured, or taxes as hereinbefore
provided, the principal hereby secured shall become payable.

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 encum-
brances on said land, or pay property, mortgage or income tax imposed, or that may be imposed on
the Mortgagee or the Mortgagee in respect of this property or Mortgage, and valuator's fees, together
by, and solicitors' and other charges in connection with this Mortgage, and all other moneys whatsoever pay-
able by the Mortgagee hereunder, which may be incurred by taking proceedings of any nature in case
of default by the Mortgagee, and the amount so paid or incurred shall be a charge on the said 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.

PROVIDED that the hereinbefore mentioned notice of exercise of power of sale or lease, or either, 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 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 upon payment of interest thereon 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.

This Mortgage is subject however to a certain Indenture of Mortgage dated the 17th. day of August A.D. 1932 for the sum of Three Hundred and twenty (\$320.00) dollars made between the Mortgagor of the First Part, and the Mortgagee of the Second Part which Mortgage became due and payable on the 17th. day of August A.D. 1934.

AND ALSO IT IS AGREED that neither preparation nor 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

Fulton Bacon

Signature, Address and Occupation of
Witness *1425 W 15 Ave.*
Credit Manager

Shinichi Otsuki

This Indenture

made in ^{on} duplicate the 17th day of August
one thousand nine hundred and ~~thirty~~ thirty-two.

In Pursuance of the "Short Form of Mortgages Act"

Between

SHINICHI OTSUKI, "Farmer" whose address is R.R. No. 1
New Westminster 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

McLELLAN AND McCARTER, Limited a company duly incorporated
under the laws of the Province of British
Columbia whose registered office is No. 1605 -
6th Avenue West 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 Three Hundred and twenty

Dollars (\$320.00)

of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt
whereof is hereby by him acknowledged), the said Mortgagor DOTH GRANT AND MORTGAGE
unto the said Mortgagee, his heirs and assigns forever ALL that certain parcel or tract of land
situate in the Municipality of Surrey in the Province of British Columbia and more
particularly known and described as Lot four (4) of Subdivision of Lots Three (3)
and four (4) of the West half (W $\frac{1}{2}$) of the South half (S $\frac{1}{2}$) of the South West
Quarter (S.W. $\frac{1}{4}$) of Section Nineteen (19) Township Two (2) Group One (1) New
Westminster District according to the registered map or plan of the said subdiv-
ision deposited in the Land Registry Office at the City of New Westminster in
the said Province and numbered 1131-4431.

PROVIDED this mortgage to be void on payment of the sum of

Three hundred and twenty (\$320.00)

Dollars

of lawful money of Canada, with interest at

as well after as before maturity, as follows:

NO INTEREST TO BE CHARGED.

The principal sum shall be due and payable on the 17th. day of August, A.D. 1934.

the first payment of interest to be made on the

next (1934), arrears of both principal and interest to be made on the

day of

such interest to be made on the day of

secured. And taxes and performance of Statute Labor, and observance and performance of all

THE said Mortgagee covenants with the said Mortgagee that the Mortgagee will pay the mortgage

money and interest and observe the above proviso; that the Mortgagee has a good title in fee

simple to the said lands.

And that he has the right to convey the said lands to the said Mortgagee. And that on default the

Mortgagee shall have quiet possession of the said lands free from all encumbrances.

And that the said Mortgagee will execute such further assurances of the said lands as may be requisite.

And that the said Mortgagee has done no act to encumber the said lands.

And that the said Mortgagee will insure the buildings on the said lands to the amount of not less than

the principal money hereby secured in dollars currency. Provided that it and whenever such

sum be greater than the insurable value of the buildings, such insurance shall not be required to any

greater extent than such insurable value; and if and whenever the same shall be less than the insur-

able value, the Mortgagee may require any insurance of the said buildings to be cancelled and a new

insurance effected in the office of any company named by him and also may of his own accord effect

or maintain any insurance herein provided for, and any amount paid by him therefor shall be forth-

with payable to him with interest at the rate aforesaid by the Mortgagee and shall be a charge upon

the said lands.

AND the said Mortgagee doth release to the said Mortgagee all his claims upon the said lands,

subject to the said proviso. The Mortgagee covenants with the said Mortgagee that he will keep

the said lands and the buildings and improvements thereon in good condition and repair according to the

nature and description thereof respectively, and in case of neglect to do so, or if the Mortgagee or

those claiming under him commit any act of waste on the said lands or make default as to any of the

covenants or provisos herein contained, the principal hereby secured shall, at the option of the

Mortgagee, forthwith become due and payable, and in default of payment the powers of sale hereby

given may be exercised.

PROVIDED that the said Mortgagee on default of payment for one month may on

30 days notice enter on and lease or sell the said lands. And provided also that in case default

be made in payment of either principal or interest for three months after any payment of either falls

due, the said powers of entering and leasing or selling or any of them may be acted upon without any

notice by the said Mortgagee. And also that any contract or sale made under the said power may be

varied or rescinded. And also that the said Mortgagee may buy in and resell the said lands or any

part thereof without being responsible for any loss or deficiency on resale or private sale, and either for cash

or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the

said lands may be sold.

PROVIDED that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee

may distrain for arrears of principal in the same manner as if the same were arrears of interest.

PROVIDED that in default of the payment of the interest hereby secured, or taxes as hereinbefore

provided, the principal hereby secured shall become payable.

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 encum-

brances on said lands or pay any property, mortgage or income tax imposed, or that may be imposed

on the Mortgagee or the Mortgagee in respect of the said property or the Mortgagee or the moneys

secured hereby, and solicitors' and other charges in connection with this Mortgage, and valuator's fees,

together with all costs and charges, including all 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 hereunder, which may be incurred by taking proceedings of any nature in

case of default by the Mortgagee, and the amount so paid or incurred shall be a charge on the said

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.

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.

The attached mortgage dated 17th August 1932 given by Shinichi Otsuki
to McLellan and McCarter Limited is a true copy of the one
held by McLellan & McCarter Ltd.

September 10th, 1942.

Hammer

Acknowledgment of Officer of a Corporation
I hereby certify that, on the _____ day of _____, 194____, at _____, in the _____, (whose identity has been proved by the evidence on oath of _____, who is) personally known to me, and that he is the person of the said _____ and affixed the seal of the said _____ 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 _____ in the Province of _____, 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.
A Commissioner for taking affidavits within British Columbia.
NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

Mortgage
(LONG FORM)
The Charter & Street Co. Limited, Law Firm and Stationers
Vancouver, B.C.
Form No. 4
• 09160 •
TO—
SHINICHI OTSUKI
McLELLAN AND MCGARTHER LTD.
Dated August 17th 1943

ACKNOWLEDGMENT OF MAKER (INCLUDING MARRIED WOMEN)
I hereby certify that, on the 17th. day of August, 1943, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is) personally known to me, appeared the person mentioned in the annexed Instrument as the maker thereof, and whose name is subscribed thereto as part Y, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years. IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ in the Province of _____, British Columbia, this 17th day of August, in the year of our Lord one thousand nine hundred and forty-three.

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

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 _____, and that
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.

Discharge of Mortgage

Know all Men by these Presents

That **MCLELLAN AND McCARTER LIMITED, 1605 West 6th Avenue,**
of **City of Vancouver** in the Province of **British Columbia,**

DO HEREBY CERTIFY

That **SHINICHI OTSUKI #12708**

in the Province of **British Columbia,**
has satisfied all money due or to grow due under a certain Indenture of Mortgage made by
SHINICHI OTSUKI #12708

as Mortgagor, to **McLellan and McCarter Limited,** as Mortgagee
for the sum of **Three Hundred and Twenty Dollars (\$320.00)** Dollars,
which said Mortgage ~~was made by~~
and was registered in the Land Registry Office in the City of **New Westminster** in the Province
of **British Columbia** on the **17th** day of **August, A.D.,**
1938, under number **71160 C.**

The following is the description of the lands and premises released and discharged hereunder:—
All and singular that certain parcel or tract of land and premises situate, lying and being
in the Municipality of **Surrey, District of New Westminster,**
Province of **British Columbia,** and more particularly known
and described as **Block 4 of Lots 3 and 4 of the south west**
quarter of Section 19, Township 2, Map 4431.

(WE) (I) DO FURTHER CERTIFY that the said Mortgage has not been assigned; that I am
entitled to receive the money; and that said Mortgage is therefore discharged.

SIGNED, SEALED AND DELIVERED at **VANCOUVER**
BRITISH COLUMBIA

this **25** day of **May** A.D. **1944**

SIGNED, SEALED AND DELIVERED

in the presence of

Signature **R. Evans**
Address **R. EVANS**
Occupation **NOTARY PUBLIC & BROKER**
2115 GRANVILLE ST. VANCOUVER B.C.

(If given by a Company) The Common Seal
of

was herewith affixed in the presence of:

Lawrence Hargrave & Co.
Pres. McLellan & McCarter Ltd.

Discharge of Mortgage

Know all Men by these Presents

That **McLELLAN AND MCCARTER LIMITED, 1605 West 6th Avenue,**
of **City of Vancouver** in the Province of **British Columbia,**

DO HEREBY CERTIFY

That **SHINICHI OTSUKI #12708**

~~of~~
in the Province of **British Columbia** of equity,
has satisfied all money due or to grow due under a certain Indenture of Mortgage made by
SHINICHI OTSUKI #12708

as Mortgagor, to **McLellan and McCarter Limited** as Mortgagee
for the sum of ~~-----~~ **Twelve Hundred Dollars (\$1200.00)** ~~-----~~ Dollars,
which said Mortgage ~~was registered~~ ~~day of~~
and was registered in the Land Registry Office in the City of **New Westminster,** in the Province
of **British Columbia** on the **9th** day of **August, A.D.,**
19 **40** under number **821780.**

The following is the description of the lands and premises released and discharged hereunder:—

All and singular that certain parcel or tract of land and premises situate, lying and being

in the Municipality of Surrey, in the District of New Westminster, Province of British Columbia, and more particularly known and described as Block Four (4) of Lots Three and Four (3 and 4) of the South west quarter of Section Nineteen (19) Township Two (2), Map 4431.

(WE) (I) DO FURTHER CERTIFY that the said Mortgage has not been assigned; that I am entitled to receive the money; and that said Mortgage is therefore discharged.

SIGNED, SEALED AND DELIVERED at **VANCOUVER**
BRITISH COLUMBIA

this **8th** day of **May** A.D. 19**44**

SIGNED, SEALED AND DELIVERED

in the presence of

Signature

Address

Occupation

R. EVANS

NOTARY PUBLIC & BROKER

118 GRANVILLE ST. VANCOUVER B.C.

(If given by a Company) The Common Seal
of

was herewith affixed in the presence of:

Lawrence Lawrence & Co.
Jus. McLellan & McCarter Ltd.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION
I HEREBY CERTIFY that on the 8th day of May, 1944, in the Province of British Columbia, (whose identity has been proved by the evidence of) LAWRENCE HARVEY KLINE, President of MCELILAN & MCCARTER, Limited, who subscribed his name to the annexed instrument as MCELILAN & MCCARTER, Limited, and that he is the President of MCELILAN & MCCARTER, Limited, appeared before me and acknowledged to me that he is the maker of 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 the City of Vancouver, British Columbia, this 8th day of May, in the year of our Lord one thousand nine hundred and forty-four.

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

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

Dated _____ 1944

MCELILAN AND MCCARTER LTD.

SHINICHI OTSUKI 12707

—TO—

Discharge of Mortgage

The Curtis & Stuart Co. Limited, Law Firm and Solicitors
Vancouver, B.C.

CHUI & MCMASTER
SOLICITORS
RANDALL ELDO
VANCOUVER B.C.

I HEREBY CERTIFY that, on the _____ day of _____, 1944, in the Province of British Columbia, (whose identity has been proved by the evidence of) _____, who is personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed instrument as _____ subscribed thereto as part _____, that _____ the maker thereof, and whose name _____ executed the same voluntarily, and _____ contents thereof, and that _____ 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-four.

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

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

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the _____ day of _____, 1944, in the Province of British Columbia, (whose identity has been proved by the evidence of) _____, who is personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed instrument as _____ subscribed thereto as part _____, that _____ the maker thereof, and whose name _____ executed the same voluntarily, and _____ contents thereof, and that _____ 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-four.

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

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

FOR WITNESS

Province of British Columbia
To Wit:
_____ 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 _____, 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 twenty-one years.
Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 1944.

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

FILE NO 8752

January 26, 1945.

CLAIMS DEPARTMENT

Shinichi OTSUKI - Reg. No. 12708

No claims on file at this date.

AMCA/PM

12700

OTSUBI, Shinichi

1982

[illegible]

CHattel SCHEDULE

File No. 8982

19th November, 1945.

Re: Shinichi OTSUKI, Reg. No. 12708

The above made his declaration to the Custodian on May 21, 1942 and was evacuated on March 31st, 1942.

<u>DECLARED</u>	<u>INVENTORIED</u>	<u>SOLD</u>	<u>OTHER DISPOSITION</u>
4 double beds	3 beds and 1 bed spring	2 sold 30/5/45	1 bed and 1 spring abandoned
2 dressers	1 dresser, chest of drawers	sold 30/5/45	
Beatty Washer	1 washer	sold by Custodian 11/16/43	
Kitchen Table	3 homemade tables and 2 benches		abandoned
Oil Heater, Stool	Oil heater	30/5/45	
Parlor stool	Circular heater	17/5/45 on appraisal	
4 electric broo- ders	Not on property		
Kitchen stove	Range	30/5/45	
Electric pump Pipes	Pump, tank		Fixtures
Chair	5 kitchen chairs, 1 high chair	30/5/45	
Grass cutter	Straw Cutter	30/5/45	
Kitchen uten- sils	Few Pots and pans Window blinds Electric Fan	30/5/45 sold as sundries	
	Mirror (broken)		abandoned
	Bottle Capper	sold with sundries 30/5/ 45	

CHattel SCHEDULE CONT.

<u>DECLARED</u>	<u>INVENTORIED</u>	<u>SOLD</u>	<u>OTHER DISPOSITION</u>
	Bookcase Set of World Encyclopedia and Miscellaneous books	30/ 5/ 45	Shipped to him by Mrs. Douglas
	7 Boxes nailed Carton of Miscellaneous articles	sold as sundries 30/5/ 45	
	Carton and contents	sold as sundries 30/5/45	
	Vacuum Cleaner	sold by Custodian to Mrs. Douglas 11/16/43	
	Beatty Ironer	" " "	
	3 boxes tools	30/5/45	
	Can of Oil	" " "	
	Picture	" " "	
	Quantity Chicken Shipping Crates, Egg Crates		used by J. Heichart
	Step ladder	30/5/45	
	Stirrup Pump	" " "	
	Bundle garden tools	" " "	
	1 roll wire 2 boxes metal troughs		used in course of tenancy
	Sprayer		shipped to him by Mrs. Douglas
	2 pipe wrenches 2 hammers Cross Cut Saws	30/5/45	
	4 Feed troughs		abandoned

Farm Equip-
ment

CHattel SCHEDULE CONT.

<u>DECLARED</u>	<u>INVENTORIED</u>	<u>SOLD</u>	<u>OTHER DISPOSITION</u>
	38 Window frames		used in poultry houses
	4 shovels, Pick, Peavy	30/5/45	
	Platform scale	" " "	
	2 Mattocks	" " "	
	3 rolls insulated wire		used on property
	50' garden hose	30/5/ 45	
	6 bundles chicken wire		used on property for repairs
	2 kegs nails, 5 lb. shingle nails		"
	7 boxes glass		"
	5 egg pails	4 sold 30/5/45	
	Quantity feed troughs		abandoned
	Part roll tar paper		used for repairs on property
	Quantity Screens, roosts, hoppers		abandoned
	Galvanized trough		"
	95 Trap Nests		"
	3 large feed bins		"
	Quantity automatic floats		"
	2 Wheelbarrows	1 sold 30/5/45	1 abandoned

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

Dated: Nov. 19, 1945
WJL/ DP

.....*[Signature]*.....

CHattel SUMMARY

File No. 8982

19th November, 1945.

Re: Shinichi OTSUKI, Regd. 12708

The Japanese person declared on May 12th, 1942 that he owned certain chattels located on the property at 596 Scott Rd., Surrey. He leased the property to Jack and Catherine Heichert for the duration of the war and left part of his chattels on the farm for the use of the tenant and left others with C. D. Nunn, a neighbour. An inventory of the latter appears on this file under date of August 4th, 1942.

On June 22nd, 1942 Otsuki asked McKline of McLellan & McCarter, to whom he had given his Power of Attorney to obtain water floats, troughs and mash hoppers Mr. Nunn for the use of the tenant and the Custodian gave authority to Mr. Heichert on August 17th, 1942 to obtain these.

Under date of September 4th, 1942 Buckerfields Limited advised this office that three Jamesway Incubators purchased by Otsuki under a conditioned Bill of Sale had been returned to them for safekeeping and on December 4th, 1942 Otsuki was advised by Buckerfields that they had repossessed them under their lien to cover the balance due \$976.45. These were not declared to the Custodian.

Otsuki did not declare three other Jamesway Incubators which had been left with McLellan & McCarter for safekeeping. As the Japanese had leased his property to Mr. Heichert who was considered a reliable man, they had the incubators moved back to the property at no expense to Otsuki, however, they made no rental arrangements with Mr. Heichert. The Custodian had no knowledge of either the incubators or any arrangements with Heichert until Otsuki wrote on January 26th, 1944 enquiring about them, at which time the above information was obtained from McLellan & McCarter. The Custodian then contacted Mr. Heichert who agreed to pay a rental of \$100.00 per year for 1943 and 1945. Although he was unable to pay this rental at the time he stated that he would pay later on in the year. McLellan & McCarter later informed the Custodian that they had heard of Heichert's intention to leave the district and our representatives, although, making two trips to the property could not contact him prior to his leaving. Heichert was finally located in the Interior of B. C. and McLellan & McCarter through their solicitors are attempting to collect the rental which the Custodian has agreed to reduce to \$150.00.

The three Jamesway Incubators were finally sold by the Custodian on appraisal, for the net sum of \$950.00 on January 11th, 1945 to R. H. Hall and Otsuki was advised of the transaction which he acknowledged as satisfactory on January 31st, 1945, the pro-

CHATTEL SUMMARY CONT.

ceeds \$950.00 being sent to him on February 3, 1945.

Otsuki's declaration includes four Electric Brooders but under date of October 4th, 1942 Mr. Heichart states that these were not found on the property.

On November 18, 1942 an inventory of effects was sent to the Japanese for confirmation but was not returned. Under date of November 13, 1942 he advised Mr. Douglas and Mr. Kennedy that he would sell them his vacuum cleaner, washing machine, electric ironer and spray pump and payment was received for these on November 16, 1943. Of these articles only the washing machine was declared.

His Encyclopedia was shipped to him at his request by Mr. Douglas.

Following date of January 6th, 1943 a more complete inventory of effects was prepared and is on this file.

From time to time Mr. Heichart used such articles as nails and glass in keeping the premises in repair and also used necessary tools in his operations.

Under date of December 8th, 1944 Otsuki refers to his chattels particularly, to lumber. The file reveals no evidence of any lumber being declared or inventoried.

The saleable chattels were removed to our auction rooms at Surrey on May 30th, 1945 for sale and realized the net sum of \$60.53 as per the copy of sales sheets on file. These proceeds were credited to this account and in addition a heater was sold on appraisal dated May 17, 1945 and realized the net sum of \$18.00.

Certain items found by our representatives as broken or rusted, all of which were not worthy of removal were left on the property as per list on this file.

The full disposition of chattels referred to herein as being in the hands of the Custodian and the proceeds credited to the account is as follows:

Nov. 16th, 1943	Sale to Mrs. McDouglas & Mrs. O. E. Raedshier	\$193.00
Jan. 11th, 1945	" of 3 Jamesway Incubators to R. H. Hall	\$950.00
May 17th, 1945	" " Heater by appraisal to tenant	18.00
" 30th, 1945	" " Chattels at Custodian's Auction	60.50
		<u>\$1221.53</u>

CHattel SUMMARY CONT.

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

Dated: 19th November, 1945.
WJI: DP

[Handwritten signature]

ABANDONMENT LIST

File No. 8982

19th November, 1945.

Re: Shinichi OTSUKI, Reg. No. 12708

I have examined the undermentioned articles and I am convinced that they are valueless and should be abandoned.

3 Homemade tables and 2 benches

1 mirror (broken)

4 Feed Troughs (rusted)

1 Egg pail

Quantity of galvanized feed troughs

1 Wheelbarrow (unusable)

Quantity Trap Nests (No commercial value)

3 Large feed bins

1 Bed and 1 bed spring

1 Egg pail

WJI:DP

.....
W. J. Iverson,
Protection Department.

BUCKERFIELD'S LIMITED

January 6, 1942.

Mr. S. Otsuki,
Scott Road,
New Westminster, B. C.

3	Model 2940 Jamesway Incubator Hatchers (Less Manifolds)	\$405.00	\$1215.00
1	Temperlator Outfit		35.00
5	Lgths. 5 x 30 pipe	.50	2.50
1	5 x $\frac{1}{4}$ Pitch roof plate		.90

Serial Nos 16950--I--16951--I--16968--(

\$1253.40

8982

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
MAY 8 1942

*Mr. Richardson
Not Registered
JES*

May 7, 1942

Shear

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

Dear Sir:

This is to advise you that I have
appointed Mr. Isaac Kline, c/o McLellan & Mc-
Carter Limited, 1605 West Sixth Ave., Vancouver,
B. C., as my true and lawful attorney to make
arrangements on my behalf in connection with my
property at Scott and Newton Roads, in the Muni-
cipality of Surrey.

Legal description of the property is
Block 4, Re Sub. Div. SW, SW $\frac{1}{4}$, Section 19, Town-
ship 2, Map 4431, District of Surrey.

Yours truly,

OTSUKI

ing

*W. H. H. H.
H. H. H.*

*Shinichi Otsuki
R.B. 10.1.
New Westminster
B.C.*

8982

27th May, 1942.

McLellan & McCarter Ltd.,
1605 West 6th Ave.,
Vancouver, B.C.

Dear Sirs:

re: S. Otsuki.

We have yours of the 22nd instant, and note that you have received payment of \$12.00 from Mr. Jack Reichert covering May rent under their lease, and that you have credited this sum to Mr. Otsuki's account.

For the present the Custodian is agreeable to your handling Mr. Otsuki's farm property, but would ask that you make a monthly report concerning same to this office.

We return herewith original of lease dated May 18th between Shinkichi Otsuki and Jack Reichert, a copy of which we have retained for our record.

Yours truly,

R. P. Alexander,
Assistant Manager.

RDR:GF

Encl.



MURRAYVILLE BRANCH
PHONE LANGLEY 111

McLellan & McCarter, Limited

FEED SPECIALISTS

PHONES DAY. 590-141

HEAD OFFICE AND MILLS
1605 WEST 6TH AVENUE
VANCOUVER, B.C.

July 28, 1942

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

Attention Mr. R. D. Richardson

Gentlemen:

re: Your File No. 8982

Replying to your letter re equipment on S. Otsuki place, would say that, verbally, he agreed to leave the equipment such as fountains, etc., but he didn't do so. When Mr. Heichert moved in, he found that Mr. Otsuki had taken practically everything, including glass and material that belonged to the chicken houses over to a neighbour across the street. We believe his name is Nunn.

The Jamesway incubators are stored at Buckerfield's Limited, and are fully covered by insurance. We believe that Buckerfield's are holding three units under lease. You can determine the amount owing by getting in touch with Mr. Miller.

We understand that Mr. Otsuki wrote Mr. Heichert recently, giving him an order to get some floats and glass from Mr. Nunn. They can tell you just what they received. We have found them very reliable people.

Yours very truly,

McLELLAN & McCARTER LTD.

Per:

J. S. Bacon

FSB:MG

August 1942

INVENTORY OF CHATTELS BELONGING
TO

OTSUKI, S.
Corner of Newton Rd., & Scott Rd.
New Westminster, B.C.

Which are now in the care of C.D. Nunn directly opposite on Newton Rd.

~~Bdle. garden tools.~~

Window blinds.

Wachine machine. (Beatty)

1 Roll of heavy galv. wire.

~~52 Boxes. (cont. metal feed troughs. ^{2/2} ~~stack~~)~~

~~Bookcase.~~

1 Set of World Encyclopedia & misc. books.

~~Sprayer.~~

~~7 Boxes. (nailed)~~

~~Ctn. (misc. articles)~~

~~3 Pipe wrenches~~

~~8 Hammers.~~

~~Few pots & pans.~~

~~Cross cut saws.~~

~~4 Chicken feed troughs.~~

38 Window frames.

~~4 Shovels, 1 Pick.~~

Peavey,

Platform scale.

~~2 Mattocks.~~

BT Tub Bench.

~~3 Rolls Insulated wire.~~

~~50' Garden hose.~~

Ctn. (contents unknown)

6 Bdles. chicken wire.

Signed

J. Morgan

H. Logan



MURRAYVILLE BRANCH
PHONE LANGLEY 111

auth to Anderson

McLellan & McCarter, Limited

FEED SPECIALISTS

HEAD OFFICE AND MILLS
1605 WEST 6TH AVENUE
VANCOUVER, B.C.

August 11, 1942

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

8982
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

AUG 12 1942

Gentlemen:

Re S. Otsuki

You will find here enclosed a letter written to our Mr. Kline. If you can interpret it, we will place you at the top of the class.

However, the writer knows this party quite well. As nearly as I can make out, what he is driving at is that he is quite willing to turn the floats, feed troughs, and mash hoppers over to Mr. Heichert, providing he is going to use them; and he has written Mr. Nunn to do this.

Mrs. Heichert says she received the floats and some feed troughs, but not all. It might be well to have your man check up with Mr. Nunn when in that district.

Yours very truly,

McLELLAN & McCARTER LTD.

Per: *J. S. Bacon*

FSB:MG

Enclosure

8982

17th August, 1942.

Mr. Jack Reichert,
596 Scott Road,
R.R. #1,
New Westminster, B.C.

Dear Sir:-

Re: S. Otsuki

We have a copy of your lease with the above Japanese and understand it covers the use of all equipment and furniture left on the property. We will appreciate receiving a complete list of these and a statement from you regarding your responsibility for their safe-keeping.

We have been speaking to Mr. Hunn re the farm equipment he has belonging to Mr. Otsuki and he will let you have the articles you require for the operation of the farm. When you have obtained said articles, we will appreciate your listing same and forwarding it to this office.

Thanking you for your attention to this matter,
we are

Yours truly,

Manager,
Farm Department

WEA:FM

CABLE ADDRESS
BUCKERFIELD
CODES
SCHE
BENTLEY

The Home of
BUCKERFIELD'S QUALITY PRODUCTS



Buckerfield's Ltd.

P.O. BOX 219
VANCOUVER, CANADA

September 4, 1942

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 8 1942

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

Attention Mr. Richardson.

Dear Sir:

Relative to our telephone conversation of this afternoon in connection with the Incubators returned to our premises by Mr. S. Otsuki, formerly resident on the Scott Road, Surrey.

The machines in question were sold to Otsuki on a deferred payment plan with the remaining amount payable on the 31st day of October, 1942 and in view of the fact that this party was subject to removal on comparatively short notice, it was deemed advisable to return the machines to our premises to avoid deterioration due to unnatural conditions, since it was obvious there would not be the slightest chance of continual usage during the spring of 1942.

The machines were therefore returned to us on the premise that the goods would be unsafe and our equity in jeopardy in the event of the Japanese being removed without ample opportunity to dispose of the chattels satisfactorily.

For your information, we are attaching hereto an itemized statement defining the amount owing as at this date, including storage and insurance charges to the end of September.

Bearing in mind that the title of the chattels under review vests in the name of the seller until certain conditions are performed by the purchaser, we have endeavored to handle this matter in all fairness to Otsuki by writing to him asking as to his intentions and if necessary permitting him to complete the final purchase if a source of funds is available. This does not however permit a completion of purchase by the assignment of his equity to a subsequent purchaser.

It is needless for us to mention that we have a number of inquiries on file for the purchase of Jamesway machines and as the available stock of supplies will be sold according to the order

Richardson
TELEPHONE
HIGHLAND 5400
PRIVATE EXCHANGE
CONNECTING
ALL DEPARTMENTS

Office of the Custodian

September 3, 1942

received, it may be very essential due to a shortage of equipment and consequent decline in production to dispose of the Otsuki machines earlier than anticipated.

We are not interested in the renting of the machines as discussed in our conversation, as the usual rate of yearly depreciation would soon reduce the approximate value to a figure much below the balance recorded on our books.

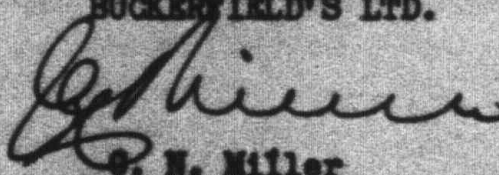
Allowing for a fair return in the event of resale, the machines are possibly worth in the neighbourhood of \$325.00, which would therefore allow for necessary servicing and other costs incidental in merchandising.

A copy of the invoice and Conditional Sales agreement is also enclosed for your records.

Enclosures are furnished in confidence and without prejudice as quotations are naturally subject to changing conditions.

Yours very truly,

BUCKFIELD'S LTD.



G. W. Miller
Manager Credit Department

NM:MF
Enclosures

*\$325 per machine
?*

CONDITIONAL BILL OF SALE

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

These Presents Witnesseth:

RECEIVED
SEP 8 1942

That HUCKERFIELD'S LIMITED
of Vancouver British Columbia, hereinafter called the Vendor, has delivered
to S. Otsuki
residing at Scott Road in Surrey Municipality

hereinafter called the Vendee, the personal property hereinafter described, under a contract of conditional sale, the terms and conditions of which contract of conditional sale are as follows, to wit:

1. Said property is now and shall remain the absolute property of the Vendor until after the full and complete payment of the purchase price therefor, which purchase price is the sum of \$ 1215.00
2. That the Vendee has this day paid to the Vendor, on account of said purchase price, the sum of \$ 364.50 the receipt of which is hereby acknowledged.
3. That the balance of said purchase price, to wit: \$ 850.50 is evidenced by the following described promissory notes, to wit:

NUMBER	MAKER	DATE	DUE	AMOUNT
The balance of \$850.50 is to be paid in full on or before the 30th of October, 1942, together with interest at the rate of 7% per annum both before and after maturity.				

4. That on full payment of said promissory notes, principal and interest, according to their terms, the title of said property shall vest in the Vendee subject to the conditions hereinafter contained.

5. The said property and every part thereof at all times while out of the possession of the Vendor shall be at the risk of the Vendee, and all loss or damage of said property or any part thereof shall be borne by the Vendee, and no such loss or damage shall operate to extinguish or diminish any liability upon said notes or any of them; and the Vendee further agrees to keep the said property insured in a sufficient amount in favor of the Vendor to cover his interest at all times before the vesting of said title in the Vendee by the making of said payments as aforesaid.

6. The Vendee shall at all times while the said property is in possession of the Vendee have the right to use the same for all uses and purposes for which said property is designed.

7. Possession of said property was taken by the Vendee on the 15th day, of January, 1942.

8. Said property is described as follows, to wit:

Three (3) Jamesway Incubator Hatcher Units
Model 2940
Serial No. 16968--I--16950--I--& 16951--I

9. In case default shall be made in the payment of the said promissory notes or any of them or any renewal or renewals thereof, either on account of principal or interest, as and when the same shall become due and payable according to their terms and conditions, or should the Vendee at any time fail to do, observe, or perform any of the terms, covenants or conditions herein contained, or should the Vendor feel unsafe with respect to said goods or the unpaid balance of purchase price, then upon giving notice to the Vendee in that behalf, the whole of the balance of purchase price remaining unpaid shall, notwithstanding the giving or accepting of the aforesaid promissory notes, immediately become due and payable and in default of immediate payment the Vendor shall be empowered to take possession of the said personal property with or without process of law, as the Vendor may elect, and this contract shall thereupon be and become forfeited and determined at the election of the Vendor and all sums theretofore paid by the Vendee shall be retained by the Vendor as rent for the use of the said personal property, but provided, however, that any such default on the part of the Vendee shall not operate to extinguish or diminish any liability upon the said notes or any of them. Provided further that the Vendor may upon taking possession of the aforesaid goods elect to resell the said goods and apply the proceeds of such sale first in payment of all costs and expenses of seizure and sale, and the balance on account of the purchase price still remaining unpaid and in case of any deficiency the Vendee shall upon notice immediately pay the amount of purchase price then still remaining unpaid.

10. Payment in full of the hereinbefore mentioned purchase price is a condition precedent to the sale and transfer of the above described property.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their Hands and Seals this 15th day of January, A. D. 1942

SIGNED, SEALED AND DELIVERED
In the presence of

(signed) A. Hamacher

(signed) Shinichi Otsuki



MURRAYVILLE BRANCH
PHONE LANGLEY 111

8982
McLellan & McCarter, Limited

FEED SPECIALISTS

HEAD OFFICE AND MILLS

1805 WEST 5TH AVENUE

VANCOUVER, B.C.

October 27, 1942

OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION
RECEIVED
OCT 28 1942

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

Attention Mr. R. Anderson

Gentlemen:

Replying to your phone call re
an Electric Brooder of O. Otsuki's, supposed
to have been left on S. Otsuki's place, now
occupied by J. Reichert, would say that we wrote
Mrs. Reichert, and herewith enclose her reply.

Yours very truly,

McLELLAN & McCARTER LTD.

Per: *J. Bacon*

FSB:MG

Enclosure

596 Scott St. RR1

Near Westminster

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

October 4, 1942

RECEIVED
OCT 28 1942

Dear Sir:-

In answer to your
letter concerning an electric
brooder that Otsuki was
supposed to have left here.

There is no brooders of any
kind left on this place.

Mrs. J. Leichert

8982

November 12, 1942.

Mr. Shinichi OTSUKI,
Registration No. 12708,
c/o Mr. Lew Loiselle,
Letellier, Man.

Dear Sir:

We would appreciate hearing from you immediately in connection with the three Model 2940 Jamesway Incubator Hatchers you purchased from Messrs. Buckerfield's Ltd., of Vancouver on January 6, 1942, regarding which we have the following information on file.

Our records indicate that these machines were sold to you on a deferred payment plan under which you paid a total of \$371.00 with the balance of \$976.45 becoming payable on October 31, 1942. The hatchers cost \$405.00 each or a total of \$1215.00, and the difference between this figure of \$1215.00 and the amount of \$1347.45 entailed being made up of various attachments, interest, dismantling, cartage, insurance and storage items.

We are advised by Messrs. Buckerfield's Ltd. that the machines in question were returned by you to Messrs. Buckerfield's in order to avoid deterioration due to unnatural conditions, because the goods would be unsafe if they remained on your premises following evacuation and also in order to protect Messrs. Buckerfield's equity. Title to the chattels under review vested, under your agreement with them, with Messrs. Buckerfield's subject to completion of payment. Messrs. Buckerfield's advised us that they have intended to be very fair with you and are prepared to permit you to complete final purchase if funds are available, but they will not permit completion of purchase by assignment of your equity to a subsequent purchaser, nor will they permit the renting of the machines elsewhere due to the heavy depreciation which would be involved.

Messrs. Buckerfield's estimate that in the event of a re-sale by them, the machines are probably worth in the neighbourhood of \$325.00 each, which would allow for necessary servicing and other costs incidental in merchandising.

We would appreciate hearing fully from you as to your intentions and wishes in connection with these three incubators. If you have no objection and desire the Custodian to notify Messrs. Buckertield's on your behalf that you are willing to surrender the three machines to Messrs. Buckertield's on condition that they cancel any and all claims they may have with you in connection with your agreement with them covering the incubators, kindly so advise us by return mail. If on the other hand you are prepared to pay the balance due, please so notify us and place us in funds. If you have any suggestions as to any other course to pursue, we would appreciate your writing to us fully.

In order that you may consider this matter fully, we are attaching copy of statement of account from Messrs. Buckertield's dated September 4, 1942, together with their original bill against you dated January 6, 1942.

With many thanks in advance for your very early reply, we remain

Yours truly,

H. P. Alexander,
Manager.

HPA:MA

8982

2nd December, 1942.

Messrs. Buckerfield's Ltd.,
P. O. Box 219,
Vancouver, B. C.

Dear Sirs:

Re: Shinichi OTSUKI

Subsequent to receiving your letter dated September 4th we have been communicating with Mr. Otsuki and have endeavoured to obtain from him funds to enable payment of amounts due to you under your Conditional Sales Agreement covering three incubators.

We fully appreciate the fact that it has been your intention to treat Mr. Otsuki fairly.

Mr. Otsuki obviously is not in a position to make any payments at this time and in his last communication to us he states "I wish you do arrangement between Buckerfield by your sincerity".

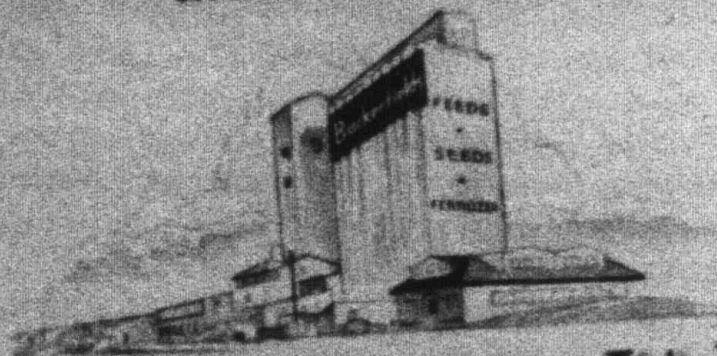
You are holding the machine at the present time. The amount due to you by Mr. Otsuki stands at approximately \$975.00. You indicate that you believe it is possible to sell these machines for about the same figure. Under the circumstances we suggest that you release Mr. Otsuki, by means of a letter addressed to us, from his personal covenant, in return for the three incubators in question. We would appreciate hearing from you as to whether or not this meets with your approval.

Yours truly,

R. P. Alexander
Manager

RPA:LF

The Home of
BUCKERFIELD'S QUALITY PRODUCTS



Buckerfield's Ltd.

P. O. BOX 512
VANCOUVER, CANADA

December 4, 1942

Mr. Shinichi Otsuki
c/o Office of the Custodian
204 Royal Bank Building
Vancouver, B. C.

Dear Sir:

Relative to the Incubation equipment, which
had been sold to you under conditions of a Bill of Sale, dated
the 15th of January, 1942.

A statement covering the balance owing, includ-
ing storage and pick-up charges has been furnished to the Office
of the Custodian and as any further increases will make it difficult
for us to realize sufficient to cover the usual costs entailed, we
are cancelling your contract, which matured on the 30th of October,
to avoid any further cost to you personally.

The machines are therefore accepted in full
settlement of the balance recorded on our recent statement and you
are released accordingly from any further charges in connection
with this matter.

Yours very truly,

BUCKERFIELD'S LTD.

C. W. Miller
Manager Credit Department

NM:MF

ABLE ADDRESS
BUCKERFIELD
EDDER
KING
WENTLEY

8982
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 7 1942

The Home of
BUCKERFIELD'S QUALITY PRODUCTS



Buckerfield's Ltd.

P. O. BOX 212
VANCOUVER, CANADA

Alexander
TELEPHONE
HASTINGS 5400
PRIVATE EXCHANGE
CORRECTING
ALL DEPARTMENTS

December 4, 1942.

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

Attention Mr. Alexander.

Dear Sir:

Thanks for your letter of the 2nd instant,
relative to the three Jamesway Incubators in our possession, which
were formerly sold to Shinichi Otsuki.

In view of the urgent need for farm equipment
which is necessitated by reduced production, we have listed the
machines for resale and as there is unlimited demand, they will be
disposed of within the next few weeks.

We are very pleased of your co-operation in
connection with this matter, as the storage costs and depreciation
are gradually reducing the margin which is necessary to cover the
costs of servicing and delivery.

Attached is a letter to Mr. Otsuki, releasing
him of any personal obligation in connection with the balance owing.

Yours very truly,

BUCKERFIELD'S LTD.

C. N. Miller
Manager Credit Department

me

NM:MF
Enclosure

3982

Dec. 19, 1942.

Mr. Shinichi OTSUKI, #12703,
c/o Lew Loiselle,
Letellier, Manitoba.

Dear Sir:

Following receipt of your letter dated Nov. 22 we have communicated on your behalf with Messrs. Buckerfield's Ltd. in connection with the three incubators you at one time intended to purchase from them.

The account due by you to Messrs. Buckerfield stood at approximately \$975.00 and we were successful on your behalf in inducing Messrs. Buckerfield to release you from all further liability in return for turning over to them the three incubators in question which they believe they may possibly be able to sell for approximately or slightly less than the amount you owe them.

We are attaching the original of letter to you dated December 4th from Buckerfield's Ltd.

Yours truly,

R. P. Alexander,
Manager.

RPA:AS

encl.

F# 8982

C
O
P
Y

File No. 8982.
Name: Shinichi OTSUKI
Reg. No. 12708,
Address: 596 Scott Rd., R.R. #1, New Westminster, B. C.

November 18, 1942.

INVENTORY OF CHATELS LEFT

In Care of C. D. Nunn

- Bundle garden tools
- Window blinds
- Washing machine (Beatty)
- Roll of heavy galv. wire
- Boxes (cont. metal feed troughs)
- Bookcase
- Set of World Encyclopedia & misc. books
- Sprayer
- 7 Boxes (nailed)
- 3 Carton (Misc. articles)
- 2 Pipe wrenches
- 2 Hammers
- Few pots and pans
- Cross cut saws
- 4 Chicken feed troughs
- 4 window frames
- 4 Shovels, 1 pick
- Peavey
- Platform scale
- 2 Mattocks
- BT tub bench
- 3 rolls insulated wire
- 50' garden hose
- 6 Ctn. (contents unknown)
- Bundles chicken wire

Left on Property

- 1 Circulator heater
- 1 range
- 1 kitchen table
- 4 kitchen chairs
- 1 round mirror
- 1 library table
- 1 high chair
- 3 beds and springs
- 1 bureau
- 1 dresser
- 1 day bed
- 1 Beatty Electric pump
- 1 80 gal. tank

This represents all my chattels left in any protected area of British Columbia.

Confirmed:

Date Signed

Please sign and return one copy to the Custodian.

APPRAISAL AND INVENTORY OF CHATTELS BELONGING

TO

OTSUKI, Shinichi # 12708

WHICH HAVE BEEN LEFT IN THE CARE OF MR. C.D. NUNN.
Cor. of Scott & Newton Rds. Surrey B.C.

IN HOUSE

- 1 ~~Book case cont. 19 Volumes of THE WORLD ENCYCLOPEDIA. & pers. books~~
- 1 ~~Standard lamp~~ S
- 1 ~~Tank sprayer~~ S
- 1 Sml. electric fan
- 1 NEW Electric ironer. BEATTY. ✓ X

STROED IN BARN

- 3 ~~Boxes cont. tools~~ S
- 1 ~~Platform scale~~ S
- 1 Can cont. oil
- Bndl. of garden tools
- 2 Keggs of nails. (1½" & 4" Ø)
- 1 Box of chicken equipmnt X
- 5 Lbs. of shingle nails
- 2 Pipe wrenches
- 1 BEATTY Washing machine ✓ X
- 1 X cut saw
- 7 Boxes of glass
- 6 Part rolls of wire netting
- 1 Summer chair
- 3 Rolls of insulated wire.

Appraisal of Chattels : TOTAL---\$231.00

SIGNED

[Signature]

[Signature]

APPRAISAL AND INVENTORY OF CHATTELS BELONGING

TO

OTSUKI, Shinichi # 12708

HOUSE

- 1 Dresser
- 1 Circulating heater *5*
- 1 Picture
- 1 Mirror

WOODSHED

- 1 25gal. oil drum
- 1 Bed spring & 1 high chair
- 6 1 gal. troughs galv.
- 1 Day bed

INCUBATOR HOUSE

- 1 Kitchen range *5*
- 1 Oil heater *5*
- 3 Beds complete *3*
- 4 Kitchen chairs *3*
- 1 Chest of drawers *3*
- 2 H.M. Tables & 1 Bench
- 1 Sml. round table & bench
- 1 Bottle capper (new)
- App. 25 chick shipping cartons
- 1 Step ladder *3*
- 1 Stirrup pump *3*
- 5 Egg pails *3*

BROODER HOUSE

Quan. of screens & roosts

NEW CHICKEN HOUSE

- 24 Egg crates complete
- Quan. of wooden feed troughs
- Part roll of tar paper
- Large quan. of screens & roosts
- Quan. of hoppers & galv. troughs
- 95 Trap nests.

All glass windows in this bldg.

GREY CHICKEN HOUSES

- 17 Galv. water troughs
- 18 Wooden troughs
- 3 Large feed bins *FIXTURES*
- 1 Straw cutter *5*
- Quan. of automatic floats
- 2 Wheel barrows
- 1 BEATTY PUMP & TANK. *FIXTURES - seen with property*

Quan. of wooden troughs in COLONY houses.

Appraisal of Chattels : TOTAL--- \$ 450.00

SIGNED

[Signature]

R. M. Anderson

S.T. sold to tenant

17/5/40

Appraised by Trapp, H. A.

S. Chik by auction May 30/40
Shirley B

8982

February 10, 1943.

Mr. Shinichi OTSUKI, #12708,
C/o Lew Loiselle,
Letellier, Manitoba.

Dear Sir:

We cannot trace any answer to our letter of November 18th, sending you a list of your chattels left behind in the care of Mr. Nunn^{and} on your farm on Scott Road.

However, since that time we have given up referring inventories to the Japanese owners, due to the expense involved and are therefore, not taking this matter further. We have however, on file, a rather more complete inventory of all your belongings which we shall administer on your behalf.

Yours truly,

H. F. Green,
Protection Department.

HFG/MFP

8982

February 12th, 1943.

Mr. C. D. Nunn,
Scott Road,
R. R. #1,
New Westminster, B. C.

Dear Sir:

Re: Shinichi OTSUKI

Please consider this your authority to release shingle nails, belonging to the subject Japanese and left in your care, to Mr. Reichert, tenant on the subject Japanese property, as they are necessary for repairs to the chicken-house on that property.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM



MURRAYVILLE BRANCH
PHONE LANGLEY 111

McLellan & McCarter, Limited

FEED SPECIALISTS

HEAD OFFICE AND MILLS
1605 WEST 6TH AVENUE
VANCOUVER, B.C.

March 20, 1943

PHONE BAY. 250-141

EVACUATION SECTION	
Rec'd	MAR 22 1943
File No.	8982
Ans.	WHA
Referred	Anderson

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

Attention Mr. W. E. Anderson

Dear Sirs:

We beg to enclose a letter received from Mr. J. Heichert, 596 Scott Road, who is in the place formerly occupied by S. Otsuki.

As stated in his letter, I believe this man Nunn is holding back certain stuff which is essential for repairs, etc., particularly the nails. While we are Mortgagee-in-possession, we cannot compel Nunn to deliver the articles he has belonging to the S. Otsuki place.

Better put the hammer on him good and hard.

Yours very truly,

McLELLAN & McCARTER LTD.

Per:

J. H. Bacon

FSB:MG

Enclosure

8982

4th May, 1943.

Mr. C. D. Nunn,
R.R. #1,
New Westminster, B.C.

Dear Sir:

re: Shinichi OTSUKI.

There are stored on your property several articles owned by subject Japanese which are needed by Mr. Heichert, the tenant of Otsuki's farm. These articles, such as tools, nails, wire, etc., are essential for operating the farm and for necessary repairs, and we hereby authorize you to release all items needed by Mr. Heichert in this respect. We trust we will have your full co-operation.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

cc: J. Heichert.
McLellan & McCarter Ltd.

8982

1st June, 1943.

Mr. Shinichi OTSUKI,
Registration No. 12708,
286 McKay Avenue,
North Kildonan,
Winnipeg, Manitoba.

Dear Sir:

In reply to your letter of May 25th we wish to inform you that at the present time we have no funds available to remit to you.

Messrs. McLellan & McCarter Ltd., to whom your property is mortgaged, are administering your property and will issue statements of your account upon request.

The following is a statement of your account at their office as at December 31st, 1942:-

Amount owing at evacuation date, not including interest on mortgage	\$1,096.31
1942 Taxes, paid	51.45
Fire Insurance premium	37.40
House repairs	7.65
	\$1,192.81
Less 8 months rent @ \$12.00 received	96.00
	\$1,096.81

The actual figure owing to McLellan & McCarter Ltd. at that date was \$1,203.81, as interest on the mortgage from August 9th, 1940, to December 31st, 1942, amounted to \$107.00.

We trust you will find this satisfactory.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

Mr. Richardson
Farm Department.

EVACUATION SECTION	
Rec'd	JUL 3 1943
File No.	8982
Ans.	1004
Referred	Anderson

June 29, 1943

Dear Sir

Thanks I received your June 1st letter. But I have very astonished from your reply rather I had been indignant. Be cause that, who had decided my house renting rate and who did promised using my chicken house. off course. I seemed my house tenant only few minute before when I left my house for evacuated from the coast at last my. 1942. I believed absolutely you had look after all Japanese property (my house too) after when we left the coast. May I ask for you that, you had decided only \$12⁰⁰ per month my house. you had to seem my property on your responsibility I suppose. as you know, my chicken house are equipment already. I think too cheap only \$12⁰⁰ per month. I want \$20⁰⁰ per month at least. you go to see my house if you not been yet. and I do not like my tenant. be cause. I think last February I read my tenant had contributed on the Province news paper Vancouver. and what he said he like Japanese do not come back to B.C. Will you please put out to charge more better tenant if you can sooner as possible. and asenting that time the newspaper saying he had 3000 chicken. I think he using all my chicken house. Who my seeing him using all my chicken house. and he using my chicken paper and water equipment and chicken house window. who had responsibility if it damage it.

And I beg to inform you that, and
I say truth that, I had to promised to
McAllen & McQuaid. he had absolutely
never want interest for my old debt.
he cause. he never got my interest before
the war trouble I did not pay interest
to him too. (he never want to say nothing).
But according your reply saying that,
you paying interest to McAllen & McQuaid
I seem. But I do not understand what
reason right now. and what his purpose
to get my interest. if he want to get
my interest why not to tell me when
I had evacuated B.C. and he never gave
letter what and since moved here.
he never wanted my interest in the peace
time much more it is the case under
the war time. he is nice gentleman still
I believe. I think may be some one
want money instigate and want money
for them. if not may be in conspiracy
with - - - - - I suppose so.
Did you try to find out the true of my case.
you must be know who is sordid and
dirty spirit.

I can not give you my understand
to the bitter end. You permit as it
to be at liberty.

I do not want anymore
your reply only I believe
your responsibility of your duty.

L. Otsuki

286 McKay Ave
North Haven
Hempstead, Mass.

8th July, 1943.

Mr. Shinichi OTSUKI,
Registration No. 12708,
286 McKay Avenue,
North Kildonan,
Winnipeg, Manitoba.

Dear Sir:

We are in receipt of your letter of June 29th and are rather surprised at your attitude expressed therein.

According to certified copies of mortgages registered against your property by McLellan and McCarter Ltd., the mortgage dated 1932 originally in the amount of \$900.00 was drawn with no interest charges and is duly being carried in that manner. However, the mortgage with the same company dated August 9th, 1940, stipulates that the sum of \$1200.00 was due and payable on August 9th, 1943, with interest charges at the rate of 5% payable semi-annually on the 9th days of February and August in each year. It is noticed that the principal has been reduced from \$1200.00 to \$719.61 since the date of mortgage, and while they apparently have credited all payments made by you against the principal, they are quite justified in charging interest at 5% as mutually agreed when executing the mortgage. We trust you will agree with this.

Referring to your remarks about the tenant on your property, according to our records we have a copy of the lease on your property dated May 18th, 1942, and it definitely states that the monthly rental shall be \$12.00 per month payable on the 18th day of each and every month in advance for the duration of the war. This lease apparently was signed by yourself and, therefore, we have had no reason to question the rental rate. Apparently when you signed the lease you were agreeable to the rate of \$12.00 per month, and so cannot understand why you should wish it raised to \$20.00 per month now when the tenant has signed for and has been made responsible for all your chattels on the property and the farm is being operated in a satisfactory manner. If you fail to agree with this we shall be pleased to go into the matter further.

Yours truly,

R. D. Richardson,
Farm Department.

8982

November 16, 1943.

Mr. C. D. Nunn,
R. R. #1,
New Westminster, B. C.

Dear Sir:

Re: Shinichi OTSUKI.

In accordance with instructions received from Subject Japanese, we have sold to Mrs. O. E. Raddshear the Beatty washing machine and to Mrs. M. Douglas the vacuum cleaner, the ironer and the spray-pump.

We have received, at this office, payment in full for these goods and hereby authorize you to release same to the above people.

Mr. Otsuki has also requested that Mrs. Douglas ship to him the encyclopedia set which you are holding for him and authorization is also given to release this set to Mrs. Douglas.

Thank you for your cooperation.

Yours very truly,

W. E. Anderson,
Farm Department.

WEA/EG.

8982

November 17, 1943.

Mr. Shinichi OTSUKI,
Registration No. 12708,
c/o Lee Loiselle,
Letellier, Manitoba.

Dear Sir:

Mrs. M. Douglas was at this office with your letter authorizing the sale to her of certain of your chattels, which you left in care of Mr. Nunn.

She has paid the following amounts:

Washing machine	\$75.00
Vacuum cleaner	50.00
Ironer	53.00
Spray pump	15.00

The \$193.00 has been credited to your account.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

328 Edison Ave.,

George Hildanaw,

Nov 27, 1943

H. E. Anderson, Esq.,
Farm Department.

EVACUATION SECTION	
Rec'd	DEC 1 1943
File No.	8792
Ans.	NA
Referred	Audleton

Dear Sir,

Will you please send me
my money as soon as possible,
when I sold my washing
machine, vacuum cleaner, ironer
and spray pump. We would
like the money because my
son has ear sickness and
he goes to the doctor often.
He will have to have an
operation. As soon as we get
the money my son can have
an operation on his ear.

6-1-44 1943 Yours truly,
L. Clauke

SEAL 3286 11/27/43

EVACUATION SECTION

Rec'd FEB 17 1944

File No.

Ans.

Referred

328 Edison Ave
S. Kildonan,

Feb. 12, 1944.

W. E. Anderson Esq.,
Elm Department,
Vancouver B.C.

Dear Sir,

Thanks I received your letter of February 8 1944. I have 3 unit James Ray incubator in my incubator house without the buckfield one. Last month I inquired to my neighbour in my B.C. place and I got his reply last week, according to the letter saying that my tenant has been using everything of my things. I would like to know if you gave him your permission of him using my things? The tenant is according to the letter. You will find out everything from Mr. Richardson because I sent letter to him manytimes. Will you please find out if you dont know my case.

According to Mr. Richardson in the letter saying that my tenant is paying only \$10 a month. He had decided to the renting rate, and he who made agreement to rent my house. I believe Mr. Richardson has my letter. Will you please stop immediately of him using my things. Much better if he sell out everything, if he is using my things without my understand. Tenant has used my incubator last year too. He must pay for himself. anyhow, I paid over \$1300.00, and I only one season.

I wish you my heartily to investigate my case right away please.

Yours sincerely,

S. O. Tanski

EVACUATION SECTION	
Rec'd	FEB 21 1944
File No.	8982
Ans.	WA
Referred	Anderson

328 Edison Ave.
North Kildonan
Winnipeg, Man.
Feb 18th. 1944

Dear Sir:

I have received Feb 12th your letter of Feb 2nd 1944.
I have obliged to Mr. & Mrs. Jack Coded but I never borrowed money from him. He just supplied me the funds for his business. Long time ago I made about the \$300.00 the loan for him but nothing interest. Since Mr. Bacon (he was Mr. & Mrs. Salomon) he want my another the loan and he told me we have nothing want interest without the principal it is just some old one (\$300.00) you sign here this form and that all. He said and he told me you have nothing trouble very soon I bring this form copy for you. But from since I have waited long time but he never brought me nothing. Despite he told me when I signed the form in those time.

you see that reason is he
make up self discretion he never
spoke me nothing I had big Miss-
take in my life for I had believed
he is gentleman but oppose realize
I never forget it. But I shall pay
out when I made my debt.

I have deeply to been regretted
Mr. & Mrs. J. S. Red his acting since
I have evacuated from B.S. because
that, he brought me tenanted just we
leaving day the Coast I have spent
only few minute and Mr. & Mrs. Red
make up my rent house agreement
between Mr. & Mrs. Red and tenanted
he did not told me nothing.
who made up and decided rent rate
if did not him and who had
signed similar my signature what
is the injustice isn't it. Can you
permit these injustice in the glorious
Canada?

and who has permitted he can
using my equipment particularly
tenanter he using my incubator
I paid over \$1300.00 and I used
only one season tenanter he used
last year too (I had inquired my
friend). Mr. Mc. had self liberty
my house. I would like to sell
my incubator right away if he
still using it. and pay out my
balance.

I am very sorry for you that,
I can not sign your enclosed form
But I shall sign if you make up rather
one. because, Mr. Mc. Feed Co. Ltd
he used my three ton straw (please
ask to Mr. Klein he must know in those time).
I left 3 ton straw in my barn I paid
\$12.00 per ton Mr. Klein he had business
and my debt no interest when I
had promised when we make up.

Will you please send me ano-
ther one soone as possible if you
want my sign

and I wish you pardon me
my pencil writing but I
have respected your post officer

Yours Very Respectfully

S. Shuki
Regt 12708

P.S.
if you please
write my address above.

File No. 8982

February 18th

CUTION SECTION	
Rec'd	FEB 28 1944
File No.	1944
Referred	<i>Ian Macp</i>

and L. Anderson

Registered Mail

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

Attention Ian Macpherson

Dear Sir:

RE: Block 4 of Lots 3 and 4 of S.W. $\frac{1}{4}$
Sec. 19, Tp. 2, Map 4431, Municipi-
pality of Surrey, N.W.D.

We, the holders of a Mortgage dated 9th August,
1940, covering the above described parcel of land given by
Shinichi OTSUKI, certify that on the 29th of February, 1944,
there will be owing to me in respect to said Mortgage, the
sums below stated:

Unpaid balance of Principal \$ 978.81

Interest on \$1000 @ 5 %
from Aug. 9/1940
to 29th February, 1944. ✓ \$ 177.80

Total amount owing on Mortgage \$1156.61

J.S.B. Less credit 37m 54c
36.00
1120.61

If you have paid any taxes or insurance to protect
your interest in this property please add the amount to the
above total, giving each payment separately.

McLELLAN & McCARTER LIMITED
1605 WEST 6TH AVENUE
VANCOUVER, B. C.

J. J. Bacon

offer # 3286

File No. 8982

February 18th, 1944

REGISTRATION SECTION	
Rec'd	FEB 23 1944
File No.	
Ans.	
Referred	

Registered Mail

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

Attention Ian Macpherson

Dear Sir:

RE: Block 4 of Lots 3 and 4 of S.W. $\frac{1}{4}$
Sec. 19, Tp. 2, Map 4431, Municipi-
pality of Surrey, N.W.D.

We, the holders of a Mortgage dated 17th August, 1932, covering the above described parcel of land given by Shinichi OTSUKI, certify that on the 29th of February, 1944, there will be owing to me in respect to said Mortgage, the sums below stated:

Unpaid balance of Principal \$ Nil.

Interest on \$ @ \$
from
to 29th February, 1944. \$

Total amount owing on Mortgage \$ Nil.

(Total amount owing covered by mortgage Dated Aug. 9, 1940.)

If you have paid any taxes or insurance to protect your interest in this property please add the amount to the above total, giving each payment separately.

MCLELLAN & McCARTER LIMITED

1605 WEST 6TH AVENUE
VANCOUVER, B. C.

J. S. Bacon

8982

March 10, 1944.

Mr. Shinichi OTSUKI,
Registration No. 12708,
328 Edison Avenue,
North Kildonan, Manitoba.

Dear Sir:

In reply to your letter of February 12, 1944, we wish to advise you that we have made an investigation of your incubators and we find that this equipment was removed to storage upon your evacuation, to alleviate the possibility of any damage being done. The machines were returned to the property sometime during 1943.

Just as soon as possible the tenant on the property will be contacted for rental consideration at which time you will be notified.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

8982

March 22, 1944.

Mr. Shinichi OTSUKI,
Registration No. 12708,
328 Edison Avenue,
North Kildonan,
Winnipeg, Manitoba.

Dear Sir:

We have now received an offer of \$900.00 for
your incubators, please advise us if this price is
acceptable.

Please inform us also what prices you would
accept on the balance of your chattels left on the
property or in the care of Mr. Nunn and we will
attempt to have them sold at your figures.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

8982

March 28th, 1944.

Mr. Shinichi OTSUKI,
Registration No. 12708,
328 Edison Avenue,
North Kildonan,
Winnipeg, Manitoba.

Dear Sir:

RE: Block 4 of Lots 3 and 4 of S.W. $\frac{1}{4}$
Sec. 19, Tp. 2, Map 4431, Municipi-
ality of Surrey, B.C.

We are in receipt of yours of February 18th, re-
specting the amount owing by you to Messrs. McLellan and
McCarter Limited, Vancouver. In your letter you failed to
state the amount owing by you, or to make any corrections
in your statement except to claim credit for three tons of
straw for which they now give you a credit of \$36.00.

So far as we can ascertain, the facts are that
you signed a mortgage on the 17th of August, 1932, for
\$320.00, which amount is without interest. You also signed
a mortgage on the 9th of August, 1940, for \$1200.00, carry-
ing 5% interest. Messrs. McLellan and McCarter spent \$20.00
on repairs to buildings and shingling, making a total of
\$1540.00. Their statement is that the average balance owing
by you from the 9th of August, 1940, to the 29th of February,
1944, exceeded \$1000.00, but they have charged you interest
on an even thousand for that period, making an additional
interest debt of \$177.80, and a total to date of \$1717.80.
From the 9th of August, 1940, they have given you credit for
cash and rentals received by them on your account, and for the
three tons of straw, amounting to \$597.19, which they deducted
from \$1717.80, leaving a balance owing by you at the present of
\$1120.61. The total amount, \$1717.80, is without doubt correct,
as we have copies of the mortgages on file, and have ourselves
computed the interest charges. We shall be pleased if you will
send a statement showing all moneys paid by you and credits for
rent claimed by you from the 17th of August, 1932, until the
present date. We enclose a statement in duplicate of Messrs.

- over -

*No reply
to date
22-11-44 JH*

McLellan and McCarter's account as submitted to us, which
may be of assistance to you in arriving at the amount of
your claim. If you find this statement correct, will you
kindly sign the same and return one copy to me.

Yours truly,

Jan Macpherson
Little Examiner

THOMAS
BROOKS

File No. 8962

March 28th, 1944.

MORTGAGE STATEMENT - McLELLAN AND McCARTER LIMITED

DEBITS -

Mortgage dated 17th August, 1932 - no interest.	\$ 320.00
Mortgage dated 9th August, 1940 - 5% interest.	1200.00
Repairs to buildings and shingling.....	20.00
	<u>\$1540.00</u>

CREDITS -

Cash and rental revenue,	
9th August, 1940 to 31st December, 1942.....	\$435.19
Rental revenue January 1st, 1943 to March	
16th, 1944.....	\$126.00
	<u>\$ 561.19</u>
	\$ 978.81

DEBIT -

Interest on average balance of \$1000.00,	
August 9th, 1940, to 29th February, 1944.....	\$ 177.80
	<u>\$1156.61</u>

CREDIT -

March 20th, 1944 - 3 tons straw.....	\$ 36.00
	<u>\$1120.61</u>

(Japanese Name)

Date:

325 Edison Ave.
N. Kildonan.

W. E. Anderson Esq.,
Farm Department,
Custodian Office.

EVACUATION SECTION	
Rec'd	MAR 30 1944
File No.	8782
Ans.	
Referred	Anderson

Dear Sir:

I have received your letter of March 10th 1944. and I will have reply for you again. Did you ask Mr. Richardson I sent letter him many time for my ins and outs of the matter. but I do not know what concern between you and Mr. Richardson and his position too. may be I have supposed did you succeed business from Mr. Richardson's post. because I never got letter from Mr. Richardson. but of course I got letter from you so often. I have believed you must know in my case if you have the least sense of responsibility an official of the Custodian of the Government. but I will write for you in those time and for purposes of reference.

will you please this letter will show
to Mr. Klin McLean McCutcheon he will
must know when I have evacuated in
B.S. in those time if his conscience is
not numb and rather he will feeling self
condemnation for he made up contract
paper his trickery.

Mr. Anderson Will you do an arrange
my case an impartiality your standpoint.
I will do write follow if you may it.
I think it was May 19th, 1942. we have eva-
cuated B.S. and I left my house an about
three o'clock after noon at those day Mr.
Klin he brought in present tenant
shortly before 3 p.m. and he want to rent
my living house but I could not talk
over for I haven't time ^{and} for must be leave
house directly. of course could not decid
my house rent rate but I have accepted
to rent my only living house. and 3 p.m.
in those day the bus came down to pick
up my family. then we gone by my fare
at parting. From

from since I sent letter Mr. Richardson
for inquired many time and I got various
letter from him, but I never got nothing
news from Mr. Klein with out my incubator.
According Mr. Richardson's letter told me that
"you already made up contract paper
between tenant and that tenant has
paying $\$10.00$ per month for house rent
and Mr. Richardson saying you can not
break out that contract paper your self."
then I had very astonished to heard that.
then directly I sent reply Mr. Richardson
and I have to related the circumstance.
I told thus assure. "Who made up that
contract paper for whom and who signed
forged my name, did you (Mr. Richardson)
permitted made up the contract paper
by your post of the Custodian.?. if did
not you who made up that contract.
Can you permitted such thing trickery in
this glorious Canada. I suppose easy
who did make up contract what is an
act unworthy of Businessman rather
it was fraud act. and "Who? doing
unjustify action secrete under of the War."

I have some goods at neighbor but
that goods all took out for using it
was the Custodian's order they are saying
but I thought that is M^c & M^c Laid and
tenants did in conspiracy with. I
have got evidence, as you know.
I have near 800 feet chicken house
without incubator house. Who decided
only \$10⁰⁰ month rate according your
last letter told me that tenants using
my incubator I paid over \$1300⁰⁰.
and I used only one season about one
month and half I have nothing scratch yet
if I sell my incubator cover up my
old debt (M^c & M^c) easy I suppose so
that why I told you, and fix up M^c &
M^c's debt as soon as possible.

I supposed M^c & M^c Laid he must
have responsibility used my incubator
last two years. Because he made up
contract him self he has encroached
upon my business what was great
robber of bold and fearless disposition.

now I have nothing power and nothing
sway without protecting power.
only was I believe this country.

yours Very Respectfully

S. Otouki

8982

May 4, 1944.

McLellan & McCarter Limited,
1605 West 6th Avenue,
Vancouver, B. C.

Dear Sirs:

Re: Shinichi OTSUKI - Blk. 4 of Lots 3 & 4
of SW $\frac{1}{4}$ of Sec. 19, Twp. 2, Map 4431,
Municipality of Surrey.

According to advice received from you the balance
owing on the mortgages which you hold on the above property
amounted to \$1156.61, as of February 29, 1944.

This property has been sold to the Director, Veterans'
Land Act, and discharge of mortgage is now required in order
to complete the sale.

We are enclosing herewith forms of discharge for your
signature and we would be obliged if you would sign the
documents and deliver same forthwith to our representative,
Mr. W. E. Anderson, whose signature appears in the margin of
this letter.

The Custodian hereby undertakes to forward you a cheque
for the above mentioned sum together with interest as soon
as the sale is completed. We expect that this transaction
will be closed in the course of the next two weeks but if
for any reason the sale is not completed, the discharge of
mortgage will not be recorded and will be returned to you.

Your co-operation herein will be very much appreciated.

Mr. Anderson's signature:

Yours truly,

R. D. Richardson,
Farm Department.

Enc. (dup.) 2.
RDR/EG

8982

November 18, 1944.

Mr. Murdoch Campbell, *to 1921*
402 West Pender,
VANCOUVER, B. C.

Dear Sir:

Re: Northwestern Mutual
Fire Policy No. 254-2065

The above numbered policy was transferred to the Director, Veterans' Land Act, but the Secretary of State retained an interest insofar as the three incubators were concerned.

This policy comes up for renewal on November 26th and as the three incubators in question are still stored in the incubator building on the property, it will be necessary that we have a new policy written to cover same. Kindly let us have a policy written for a three year period covering to the extent of \$900.00 on three incubators (an equal amount on each) while contained in a one storey frame shingle roof incubator building situate on Block 4, S.D. of the S.W. 1/4 of Section 19, Twp. 2, Map 4431 and being No. 596 Scott Road in the Municipality of Surrey.

The policy should be written in the name of the "Secretary of State of Canada, acting in his capacity as Custodian" with loss payable to the assured.

Yours truly,

S. M. Gibson,
Insurance Department

SMG:JS

*This policy does not expire until 1948
Should be cancelled
2/11/47 #7*

W. E. Anderson Esq.
Farm Department
Custodian Office.

Dear Sir

325 Edison Ave
N. Kildonan
Winnipeg
Nov 20th 1944

EVACUATION SECTION	
Rec'd	NOV 22 1944
File No.	8982
Ans.	WA
Referred	Anderson

Thanks I have received your letter
and the sum of the \$100.00 enclosed cheque.
I think it was last spring I have informed
you that and to concern my incubator.
I would like to say something to you if you
may. I have paid and over \$1300.00
when I have bought it incubator and I used
it incubator only one season and I have
used with great care when its incubator
running. there is nothing scratch all round
and it was very shine. But how did you
supervised our cattle and property I
did not know since we have evacuated B.S.
of course, you got collect it for rent to use
its my incubator I suppose.
I say truth that I have to bought my it
all cattle and property all those thing
are to bring out my the sweat and mass
of the my bloods what a pity that should

be so. but we can not do nothing
for broke out the War so suddenly.
But only I have hopes that and I have
wishes your warm sympathy to our present
situation and your to aid to our future
plan. May be as you know this Manitoba
is very cold indeed. and that's season
too long I think this Manitoba's winter
is six or seven month any way it is
too long for us for too much expenses to
us. and we have only work common
labour that's all. We have too much
restriction. I would like to say and
I would like to have permanent occupation
I have much deploring present work,
and our little saved money is coming
less gradually for I can not keep living
present work (I must support family only myself)
especially unlooked for expenses.
Will you please send me money if I have
account is there. and I have wishes you
that please do not to sell too cheap my
incubator. Thanks very much.

yours very sincerely

S. Otunke.

8982

REGISTERED MAIL

December 1st, 1944.

Mr. J. Reichert,
Summerland, B. C.

Dear Sir:

Re: Shinichi OTSUKI - Incubators

Sometime ago, in the offices of McLellan & McCarter Ltd., you agreed with me, in the presence of Mr. Bacon of that firm, to pay an equitable rent for the two seasons' use of the three Jamesway Incubators, on the property you were operating. I visited this property to see you, but you were absent. I informed your wife who I was, and she said that she would have you get in touch with me. I was very much surprised when again attempting to contact you, to discover you had left town making no attempt whatsoever to contact this office and relieve yourself of this responsibility.

A fair rent for the use of these incubators is arbitrary and although the sum of \$100.00 per season for their use was desired, this office would be quite prepared to accept a settlement of \$75.00 per season, or \$150.00.

This office is not desirous of taking any action against you in this matter, but we will have no alternative unless your obligation is attended to promptly and we, therefore, request settlement before the end of this year.

Yours truly,

W. E. Anderson,
Farm Department.

8982

December 2nd, 1944.

Mr. Shinichi OTSUKI,
Registration No. 12708,
328 Edison Avenue,
North Kildonan, MANITOBA.

Dear Sir:

We are in receipt of your letter of November 20th regarding your incubators. So far, we have been unsuccessful in disposing of your incubators at the price set by you, namely, the sum equal to the amount owing to McLellan & McCarter Limited.

Actually these incubators new, at that time cost \$1215.00 but at this time, as they are three full years old, they have depreciated in value at the rate of 7 $\frac{1}{2}$ % per year or actual value at this time would be 77 $\frac{1}{2}$ % of the original purchase price, or approximately \$945.00.

It is our intention to advertise these machines for sale in the very near future, and get the public's idea of their value which I have no doubt will confirm the above remarks. However, we will notify you of what results are made.

Yours truly,

W. E. Anderson,
Farm Department.

WEA:OH

W. E. Anderson Esq.
Farm Department
Custodian Office

EVACUATION SECTION	
Rec'd	DEC 11 1944
File No.	8982
Ans.	W. E. Anderson
Referred	Anderson

325 Edison Ave
N. Kildonan
Winning
Dec 8th, 1944.

Dear Sir.

Thanks very much I have received
your letter of December 2nd 1944.

I beg to inform you that, of course,
I have owing to McCallan & McCarter Ltd.
but my incubator has nothing concern
(that not my property that's my chattle) to him.

But according your Custodian Officer has
informed me at last summer, I know.
The Custodian Officer has paid out him
\$1265.25 by sold my property's money
how still concern to him? now?

I say truly that, I have great much
complain to Mc & McC Ltd, what he did
past day he has nothing to do human effort
he did illegality. I will can to do accu-
sation if it not under the War.

He is snap used (perlainet). indeed,
I will be expect to get chance to complain
him in the near future. Pardon my
derailment.

(B.)

yes Sir my incubator are full
Three years But who said to hold
my incubator and since two years
who used myne, you must have
responsibility those kinds I believed.
How much did you collect for rent to
using mynes past two years, I never
got your particular information yet.
and you permitted to my tenants
to use under writing goods I have here
letter (evidence).

I had 7. Sealer, Stove, Carpenter tools,
pipe Cutter and Die, and bedding
and many thousands feet of Lumber
and Poultry equipment.

But what you did all those kinds?
after tenants has moved out to the
Summerland. did you sold or not?
Will you please send me particular
information as soon as possible if you
have responsibility those my goods and
you kept my record at your Custodian.

(C.)

and I thought you sold my
incubator last spring I got your
letter in those days. Pursuant to your
information accept remarked price
you asked me. if you sold yet that's
my mistake.

Will you please pardon me
to ask you everything. but I believe
your justice situation of the Government's
officer of this Canada.

Thank's Very much
yours Very Sincerely

S. Otsuki.

R. W. Richardson Esq.
Farm Department,
Custodian Office.

345 Edison Ave
Winnipeg

Dec 13th 1944

EVACUATION SECTION

Rec'd DEC 13 1944

File No. 8982

Dear Sir.

Thanks I have receipt your
letter of Dec 9th 1944. ^{out to me as is}

yes I got the sum of the \$100.00

Cheque from Mr. W. E. Anderson.

But he sent me that \$100.00 Cheque is
my different account I thought.

Be cause that money was in some
from my incubator, of course.

tenant has used my incubator past
two years and I had some the goods.

I think Mr. Anderson he has respon-
sibility and look after my things.

I do not know since he sold my
things or not? (without my property).

I have inquiring to Mr. Anderson already
but reply yet. Will you please send
me the particular information my those kinds
if you keeping record as soon as
possible.

Yours Very Sincerely S. Stanki.

8982

December 20th, 1944.

Mr. Shinichi OTSUKI,
Registration No. 12708,
328 Edison Avenue,
North Kildonan, MANITOBA.

Dear Sir:

In reply to your letters of December 8th and 13th, we regret to inform you that we have been unable as yet to collect the sum due as incubator rental.

Mr. Heichart agreed to pay rent for the use of the machines, but was always so badly in debt to the feed companies that we were unable to collect anything from him. I received word that it was his intention to leave the property and made two trips out to the farm to see him. He was absent both times but on speaking to his wife, she informed me that it was her husband's intention, upon selling their chickens, to clean up their liabilities of which incubator rental was one. As nothing was received on this account, I again visited the farm and found the Heicharts had left.

Through McLellan & McCarter Limited I was advised that they are now in the interior and I am attempting to make contact with them.

Your chattels and chicken equipment are still on the property according to the file but will be, however, liquidated in accordance with the Canadian Government's policy early in the new year, at which time you will be fully informed as to the articles sold and the prices obtained for same.

Yours truly,

W. E. Anderson,
Farm Department.

WEA:OH

EVACUATION SECTION	
Rec'd	JAN 8 1945
File No.	8982
Ans.	<i>W. E. Anderson</i>
Referred	<i>Anderson</i>

328 Edison Ave
North Kildonan
Winnipeg, Man.
Jan 5th 1945.

W. E. Anderson Esq;
Farm Department
Custodian Office.

Dear Sir:

Thank's very much I have received your letter of december 20th 1944, No. 8982. I beg to inform you that, I do not know nothing about your agreement of Mr. Heichart, to pay rent for the use of the machine. and I do not know anything after the evacuation of B.C. of course, I did not know when Mr. Heichart had used the machine the first year of 1943, but since I had to evacuate I knew about by a friend's letter. According to your letter of No. 8982, I have learned, you were unable to collect anything from Mr. Heichart, for his finance was bad. May I ask you then, I believe Mr. Heichart had used the machine the past two years (I think you must have known everything concerning the tenants condition during the past two years for you have supervised the Japanese goods). how about the first year 1943, I thought you must have collected the rental first year already, because thats your responsibility problem if you neglected to collect the rental, I think Mr. Heichart is bad because he never fulfilled your agreement to pay rental but he might to pay feeds Mellelan McCarter limited I suppose. He had some kind of plan first time concerning the rent house I guess. I will tell you what reason, in the Manitoba province the farmer have employed farmhands when the harvesting time, the farmer must pay a wage a first than that the farmer's expenses, Mr. Heichart's rental just same the case, he must pay rental first than that his feed account I suppose. He used the machine for to hatched chicks for the purpose is his private buisness and after he tell you nothing gone out the house. I think the root of trouble was made the Mellelan McCarter limited and the purpose was the Mc & Mc limited self interest, he has planed from first time, I told you often, but I will write you again he wrote my name the agreement and he decided house rent himself he told me nothing he seem he do not care everything without self interest. Pardon me what did you the legal disposition for him I would like to know because that is not only the rental problem thats rather the social moral problem too especially religious country in this Canada, and can not do ignorance that the case I believe. I beg to inform you my truth, how I keep support of my family I am the only one working and I must need other income. I do not want to make trouble to the Government, I would like self support as long as possible, and I would like to get your warm sympathies about our situation.

Yours Very Sincerely

S. Otsuki
S. OTSUKI

8982

January 15th, 1945.

Mr. Shinichi OTSUKI,
Registration No. 12708,
328 Edison Avenue,
North Kildonan, MANITOBA.

Dear Sir:

We received your letter of January 5th and appreciate your comments.

We have succeeded in selling your three Jamesway Incubators for the sum of \$950.00. This sum has been credited to your account here, and we are pleased to inform you that any expenses incurred in the selling are being taken care of by the purchaser.

We have not as yet been able to collect the incubator rental for 1943 and 1944. However, we will advise you when it is collected.

Yours truly,

W. E. Anderson,
Farm Department.

WEA:OH

328 Edison Ave.
North Kildonan
Winnipeg, Man.
Feb 12th, 1945.

Registration No. 12708.

R.D. Richardson Esq;
Farm Department
Custodian Office
File No. 8982

EVACUATION SECTION	
FEB 15 1945	
File No.	8982
Ans.	R.D.R.
Referred	Richardson

Dear Sir;

Will you please send my money if I have account
at your Office.

Be cause that, According to your letter of Nov 13th, 1944,
saying that you were holding \$ 50.00 to cover the legal
costs reletive to the sale of my property, but any balance
remaining, after those costs have been charged to my account.
Will you please exprenation to particularly the legal costs
at since.

I beg to inform you that, from you sent my freind all the
amount when sold his property, I do not know why I seem
defferent,

Will you please send me money if you can those \$ 50.00.

I am very sorry and sharmful for you I am having very hard
time right now.

Yours Very Sincerely.

an Blue #50
~~Charles~~

S. Otsuki
Shinichi Otsuki.

8982

February 15th, 1945.

Mr. Shinichi OTSUKI,
Registration No. 12708,
328 Edison Avenue,
North Kildonan,
Winnipeg, MANITOBA.

Dear Sir:

This will acknowledge receipt of yours of the
12th instant.

On the 3rd instant, we forwarded you a cheque
in the amount of \$950.00 which you no doubt have received
by now. This leaves a credit balance of \$50.00 in your
account which, as we previously advised you, is necessary
for us to hold to take care of any legal charges in con-
nection with the sale of your real property. We are doing
this in all cases where the property has been sold to the
Director, Veterans' Land Act. We are not making any excep-
tions.

We cannot send you any funds at this time but
when the legal expenses have been charged to your account,
any balance then remaining will be available to you.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH

NAME OTSUKI, Shinichi

REGISTRATION NO. 12706

FILE NO. 8962

The following chattels were sold by public

auction at Surrey, B. C. on May 30, 1945.

Race	0.75
3 Chick trays	1.00
Floury chaff cutter	5.00
Bed and pillow	6.00
Bed and spring	1.50
Stand lamp	6.00
Section book case	8.50
Linoleum X	0.50
5 Chairs	2.25
Box sundries	0.25
Wheel	0.50
4 Wire baskets	2.50
Spray pump	2.50
Box of sundries	1.00
4 Pails	0.25
Oil heater	1.75
Oil heater	1.75
Box sundries	1.00
Box sundries	0.25
Lot of tools and saw	0.75
Lot tools	0.50
Lot tools	0.25
Lot tools	1.75
Step ladder	1.50
Heater	2.50
Tools	0.75
Grindstone	1.25
Decays	1.00

Total

Carried forward

53.50

~~Less: Expenses~~

~~Net Proceeds~~

~~Amount of Cash Received~~

~~Amount of Cash Received~~

~~Balance~~

NAME OTSUKI, Shinichi

REGISTRATION NO. 12708

FILE NO. 8982

The following chattels were sold by public
auction at Surrey, B. C. on May 30, 1945.

	Brought forward	\$
Butter workers		53.50
- Scales		0.75
- Range		12.00
- Chest of drawers		2.50
Dresser		5.50
Couch		5.00
2 Chairs		0.75
Oliver typewriter		1.00
		6.50 X

Total

Less Expenses: (Auctioneer's Fee \$ 8.75
(Advertising 1.65
(Moving 16.57

Net Proceeds Credited:

\$	87.50
\$	26.97
\$	60.53

Members of Custodian Staff Present. W. J. Iversen

Extracted from Auctioneering List No. Surrey 13.

Remarks.

MEMORANDUM RE SALE OF CHATTELS

(Apart from Auction Sales)

FILE NO: 8982

NAME: OTSUKI, Shinichi

DATE ADVERTISED:
(or other information)

APPRAISER'S NAME: Trapp Motors Ltd.

VALUATION: \$20.00

PURCHASE PRICE: \$20.00

COMMITTEE'S APPROVAL: August 15, 1945.

PURCHASER'S FULL NAME: Mr. Duthier

ADDRESS:

OCCUPATION:

BILL OF SALE REQUIRED:
(state if purchase
price already paid or
arrangements made)

YES

NO

Paid in full.

ENCUMBRANCES, IF ANY:

NIL

LIST OF CHATTELS SOLD:

Heater

\$20.00

File No. 8982

May 17th, 1945.

RE: Shinichi OTSUKI, 596 Scott Rd.
R. R. #4, New Westminster

12708

In accordance with instructions received from the Custodian's Office, Vancouver, B.C., we have appraised and sold to Mr. Duthier the following goods at the prices indicated below:

Heater	\$20.00
Less 10% Appraisal Fee	<u>2.00</u>
<u>NET PROCEEDS</u>	<u>\$18.00</u>

credited 11/7/45

I certify that the foregoing is a true and fair appraisal.

SIGNED:

[Signature]
TRAPP MOTORS LTD.

WITNESS:

[Signature]
Custodian Representative

SUBMITTED TO THE RURAL ADVISORY COMMITTEE ON

15/8/45

8982

31st January, 1946.

The Prudential Insurance Company of America,
510 West Hastings Street,
Vancouver, B.C.

Dear Sirs:

Re: Shinichi OTSUKI - Reg. No. 12708

Policy No. M6,485,256 - Kaoru OTSUKI
M6,485,257 - Hiisa OTSUKI
M6,485,258 - Toshi OTSUKI
M6,485,259 - Rei OTSUKI

We wish to acknowledge your letter of the 25th January, relative to the application of the above Japanese, to have the four life insurance policies covering his children surrendered for cash.

Please be advised that the Custodian would have no objection to this being done, but we do request that the cheques covering same be remitted through this office.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

7th March, 1946.

Mr. Shinichi OTSUKI,
Reg. No. 12708,
128 Edison Ave.,
North Kildonan,
Winnipeg, Manitoba.

Dear Sir:

We wish to acknowledge your letter of the 8th February and also your request for funds, forwarded through the Department of Labour, and we have accordingly attached hereto Custodian cheque in the amount of \$100.00 from funds held to your credit here.

We have been unsuccessful as yet in collecting the rental of incubators from Mr. Reichart. Mr. Reichart, however, has been located in the Interior, and we are pressing for collection of the sum owing you through a Solicitor. When we receive definite word regarding this collection, we will notify you and also give you a brief summary of our administration of your affairs, together with the balance of funds that are held to your credit here.

Yours truly,

W.E. Anderson,
Administration Department.

WEL:HA
Encl.

8487/12708
FORM 100-1
MAY 1946

Nº 958

DOMINION OF CANADA
DEPARTMENT OF FINANCE

Issued at: VANCOUVER, B.C.

Date: May 27th, 1946

The Government of Canada acknowledges that OSAKI, Shinichi
has surrendered property situated in Canada as described herein and agrees to remit the yen equivalent of the net proceeds
of such property immediately, or upon liquidation if such action is required, to Japan under arrangements made with,
and approved by, the United States Government and the Military Authorities in Japan; Provided that from the proceeds
of such property there shall be retained such amounts as are required to repay advances made by the Government of Ca-
nada by way of Repatriation Grant.

Cash & Bank - - - - - \$2,852.75

Outstanding Free Balance - - \$ 13.53
\$2,866.28

Garcia
Comptroller of the Treasury

2/14
711 Stock Exchange Bldg.,
475 Howe Street,
Vancouver, B.C.,
Oct. 17/46

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

TREASURY DEPT. CLAIM \$ NIL

Dear Sir:

Re: OTSUKI, Shinichi #12708 ⁸⁹⁸²

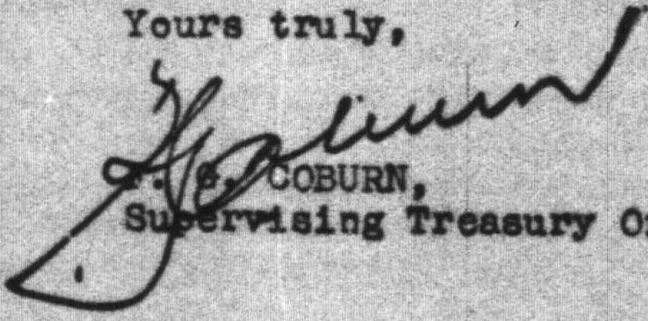
Please note that the above Japanese has
been repatriated to Japan. The following is the status
of his account with this Department, covering the
repatriation transactions:

Money turned in - - - - - \$ 2816.28

Draft Issued- - - - - \$ 2816.28

It will be noted, therefore, that this
party is not indebted to this Department in this connection.
However, should any further monies come into your hands on
this account it should be turned over to this office for
transmission to the Japanese in question.

Yours truly,


F. S. COBURN,
Supervising Treasury Officer.

FGC/EJ.

711 Stock Exchange Bldg.,
475 Howe Street,
Vancouver, B.C.,
March 5th, 1947.

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

TREASURY DEPT. CLAIM \$ *NIL.*

Dear Sir:

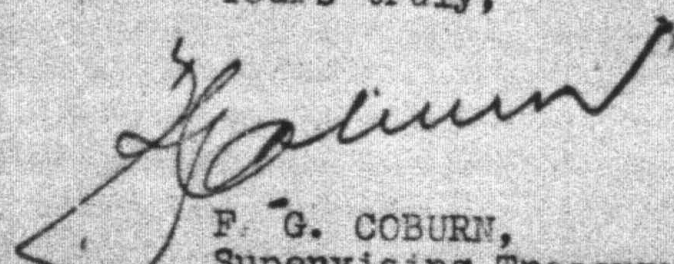
Re: OTSUKI, Shinichi #12708

This will acknowledge the sum of \$35.00
received from you on account of the above mentioned which
has been accounted for by this office in the proper manner.

this instance.

There has been no No.2 Receipt issued in

Yours truly,



F. G. COBURN,
Supervising Treasury Officer.

FGC/EJ.

711 Stock Exchange Bldg.,
475 Howe Street,
Vancouver, B.C.,
~~March 5th~~, 1947.
June 6th

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

TREASURY DEPT. CLAIM \$ *NIL.*

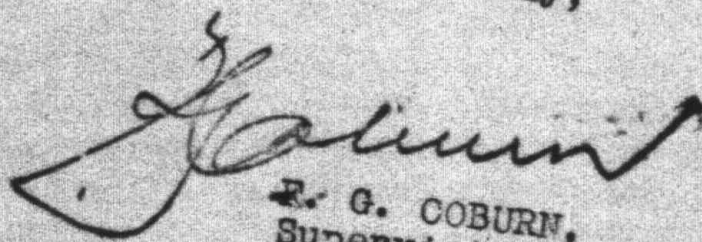
Dear Sir:

Re: OTSUKI, Shinichi *896v*
----- #12708 -----

This will acknowledge the sum of \$ 15.00
received from you on account of the above mentioned which
has been accounted for by this office in the proper manner.

There has been no No.2 Receipt issued in
this instance.

Yours truly,



R. G. COBURN,
Supervising Treasury Officer.

FGC/EJ.