

9218

REAL ESTATE

BUREAU POWELL STREET
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE No. 9218

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: ⁴¹ MIKAWA, Bungoro
HOME ADDRESS: 2690 Cambridge St., Vancouver, B.C.
REGISTRATION NUMBER 03146 SEX: Male AGE: 44
OCCUPATION: Storekeeper, T. Mikawa, 369 Powell St., Vancouver, B.C.

(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: T. Mikawa

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Jun

9350 File 9350 No Claims Jan 1947

ADDRESS OF WIFE OR HUSBAND: 2690 Cambridge St., Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: Toshiko, (F) Sumiko (F)

Fumio (M) Emiko (F)

ADDRESS OF CHILDREN: 2690 Cambridge St., Vancouver, B.C.

AGE OF CHILDREN: 13, 11, 9, 7

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

1. LOCATION AND DESCRIPTION: 2690 Cambridge St., Vancouver, B.C.
Subdivisions 15, & 16, Lot 3. Town of Hastings Suburban Lands.
Plan 479 Certificate No. 99114

2. BUILDINGS AND OTHER IMPROVEMENTS: 6 roomed stucco house.
Garage

3. INSURANCE (Give particulars; state where policies are) Michigan Fire & Marine Insurance
Co. Pol. No. 6018601 \$4000.00. Paid to date. Policy in owner's possession

4. TAXES (Amount and where payable) \$24.23, \$115.36. Paid for 1941 and owner will
pay for 1942 before he leaves.

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

6. OCCUPANCY AND LEASES (If vacant so state)

Occupied by owner. Will rent before evacuation. Mrs. Muldrew will
be new tenant. Will pay \$30.00 a month.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. IN owner's possession

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. None

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None

2. LANDLORD'S NAME AND ADDRESS: None

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID.

None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

None

STATEMENT OF PERSONAL PROPERTY OWNED:

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

To Be left in the basement of 2690 Cambridge St., Vancouver, B.C.

1 piano, 1 electric range, 1 electric heater, 1 chesterfield suite, dining table & 6 chairs, 1 lawnmower, vacuum cleaner & polisher,

The new tenant will have the key and will look after these things which are stored in the basement.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

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

CLAIM ON ANY SUCH PROPERTY

None

4. INSURANCE CARRIED ON ABOVE PROPERTY: Michigan Fire & Marine
Insurance Co. \$4000.00, Pol. No. 6018601. Policy in owner's possession.

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)
1 \$100 Victory Bond, 1 \$50 Victory Bond,

8 \$5 War Saving Certificates, All in owner's possession.

Certificate Nos. PU4804A & PU 4805A Investors Syndicate, Minneapolis, Minn.
Each for \$118.00. None

8. BANK ACCOUNTS: None Sun Life Assurance Co., \$1500. Van.B.C.

9. LIFE INSURANCE: Policy No. 628326. \$2500 Family Beneficiary Society No. A 4989
Suite 64 Exchange Bldg., 553 Granville, Van.B.C.

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 15th day of May 1942.

[Signature]
Witness

(Signature) [Signature]

FOR DEPARTMENTAL USE

P.D. 18/11/42

INFORMATION FROM R.C.M.P.

Date Apr. 21/43

Our File No. 9218

Full Name MAIKAWA, Bungoro
(Surname in Block Letters)

Age April 15, 18

Registration No. 03146
☒ Male - ☐ Female
(check)

Former Address 2690 Cambridge St., City.

Date Evacuated May 18, 1942 Naturalized - Canadian-Born - National
(check) *P. O. 1000 off Record Card 1947.*

Present Address Bridge River, B. C. *Northern B.C.*

☒ Married - ☐ Single
(check)

Name of Wife nee (OGAWA) Jun - #03147

Name of Husband

Name of Father Deceased

Name of Mother Deceased

Names of Children under 16 Toshiko (F) 17/12/28; Fremio (M) 19/12/32;
Sumiko (F) 12/10/30; Emiko (F) 20/2/35;

Registered with Custodian Yes
(Yes or No)

Requested by E.C.T.

Additional Information Worked for brother - T. Maikawa Stores Ltd.
369 Powell St., Vancouver, B. C.

SOLD

Catalogue No. 33 & 34.

File No. 9218

Name. MAIKAWA, Bungoro

Civic Address. 2690 Cambridge Street, Vancouver, B. C.

Legal Description. Subdivisions 15 and 16, of Lot 3, Town of Hastings Suburban Lands, Plan 479.

Classification. Dwelling.

----- *Sold* -----

This property has been sold to Martin Stipac, Hotel Operator, of Vancouver. See Mr. Shear's letter of August 9, 1943.

File No. 9218

--- SUMMARY ---

January 18th, 1947

--- REAL ESTATE ---

Reg. No. 03146

Catalogue No: 33 and 34

Japanese Name: Bungoro MAIKAWA,

Civic Address: 2690 Cambridge Street, Vancouver, B.C.

Legal Description: Subdivisions 15 and 16 of Lot 3, Town of Hastings Suburban Lands, Plan 479, Vancouver, B.C.

Classification: Dwelling

Registered in the name of: Bungoro MAIKAWA

Title: Clear, see Lease agreement,

Sold to: Martin Stipac for \$3550.00 Cash as August 9th, 1943.

Title delivered to: Martin Stipac(undated) perhaps Oct. 22/43. Certificate No. 91361-L. Old Certificate said to be with A.H. Young, Barrister, see letter MAIKAWA, 27-8-43. Also letter Young Sept. 10, 1943. Adjustments completed.

Funds released to account of: Bungoro MAIKAWA as Oct. 13, 1943.

Chattels: Not involved in sale.

Fire Insurance: Transferred to new owner.

Remarks:

This property was reported on by Messrs. Macaulay, Nicolls, Maitland & Co. Ltd., Agents, as June 5th, 1942. It was regarded by them as in "excellent condition". Certain of the Furniture and personal effects of MAIKAWA were left in care of the tenants Mr. and Mrs. Muldrew. While these Agents reported as indicated, the property was managed by Mr. A.H. Young, barrister, in view of a letter from him dated June 2, 1942. He collected the rents at \$30.00 per month and accounted to this office from time to time as instructed. The premises were occupied by Muldrews under a written lease Agreement prepared by Mr. Young, to which reference is made for particulars as the terms of the Agreement were subsequently the cause of considerable trouble. The property was sold as August 9th, 1943 to Martin Stipac. It was claimed by H.D. Campbell his advisor, per letter 29-10-43 that Stipac became aware of the nature of the tenancy of the Muldrews "only after acquiring title to the property". Very considerable efforts were required to bring the matter to a conclusion necessitating eventually the eviction of the Muldrews from the premises. A letter of Sept. 30/44 from H.D. Campbell seems to state briefly the closing phase of the trouble.

File No. 9218
SUMMARY - REAL ESTATE - continued.

January 18th, 1947

Opinions as to the legal aspect had been obtained from Messrs. Locke, Lane, Guild & Sheppard, Barristers, as November 10, 1943, and from Farris, McAlpine, Stuls, Bull & Farris, Barristers, as November 23, 1943.

A few minor repairs were necessary. Except for the above no other unusual attention was required in respect to this property by this office.

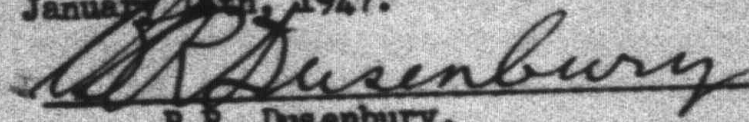
Assessed value - 1943

Land, Lot 15 -	\$405.00
Improvements -	Nil
Land, Lot 16 -	480.00
Improvements -	<u>3050.00</u>

Appraisal -
Sale Price -

\$3300 (Reeve)
3550

The above Summary is certified to be in accordance with the information on file, January 18th, 1947.


B.R. Dusenbury,
Office of the Custodian.

C O P Y

JOHNSON, REEVE and WATSON

Bank of Nova Scotia Building,
602 West Hastings Street,
Vancouver, B.C.

30th July, 1943.

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

File No. 9218

Catalogue Nos. 33 and 34
Lots 15 and 16 Block 3 Hastings Townsite
2690 Cambridge Street

We have inspected this property and beg to report

as follows:-

Location
Land

Popular residential district well built up.
66' x 138' at South west corner of Slocan Street. The two
lots cannot be sold separately because the house stands on both.
The land is well laid out in garden with lawns, shrubs and trees,
and fenced at the back. Concrete walks.

Building

1 1/2 storey frame house 33' x 24' plus projections. Concrete foundation,
stucco walls, shingle roof. 2nd floor, 2 bedrooms 1st floor. 4 rooms
and nook and wash room. Basement concrete floor. Hot water heating
plant with sawdust burner, laundry tubs, concrete bath tub, small
bedroom.

Finish

Oak floors in hall and 2 rooms. Fireplace and bookcases. French
doors. Built in buffet. Tiled floor wash room. Tiled sink. No bath-
room and no provision for same.

Condition

Erected 1934. General condition is good, but there have been
leaks in the living-room and dining-room and walls are stained. The
exterior paint-work is peeling off and needs repainting. The lack of
a bathroom is a serious drawback and we estimate the cost of raising
roof and building room over kitchen and installing plumbing at \$700.
or \$800., which is allowed for in appraisal as well as cost of paint-
ing.

Garage

12' x 18' concrete wall and floor. Stucco walls.
\$30.

Rent

City

Assessment

\$3,935 (Land \$285. Buildings \$3,050)

Taxes

\$139.59

Appraisal

- We are of the opinion that the market value of this property
is \$3,300.

Yours faithfully,

JOHNSON, REEVE & WATSON
per: "D.W. Reeve"

96
C
435 Howe St.,
Vancouver, B.C.,
June 5, 1942.

Attention Mr. C.L. Drewry

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

Dear Sirs:-

re MAIKAWA, Bungoro
File No. 9218.

1. Legal Description: Lots 15 and 16, Block 3, Town of Hastings Suburban Lands, being situated on the South-west corner of Cambridge and Slocan Streets, having a frontage of 66 ft. and a depth of 135 ft., with a 20 ft. lane at the rear, being known as 2690 Cambridge Street.

It is in a fair residential district.

2. This 1½ storey, stucco, 6-room dwelling with shingle roof consists of living room, dining room, kitchen, 1 bedroom, washroom with toilet, downstairs, and 2 bedrooms upstairs. There is a cement basement containing hot water furnace heated by sawdust, and a Japanese bath. There is a garage in the rear of the property. The exterior and interior of the dwelling and the grounds are in excellent condition.

3. The new tenant now in possession is using the following furnishings by agreement with the owner: 1 piano, 1 electric range, 1 electric heater, 1 chesterfield suite. Stored in the basement under the care of the tenant are dining table and 6 chairs, 1 lawnmower, vacuum cleaner and polisher.

4. There is reported to be a fire insurance policy with the Michigan Fire & Marine Insurance Co., #6018601, covering \$3000.00 on the building and \$1000.00 on the furniture, expiring March 21, 1945. A.S. Matthew & Co., 402 W. Pender St., are the agents.

5. The property is reported to be clear title.

6. On making our inspection of this property we found Mr. Maikawa had been evacuated, and the house occupied as from May 18th by the Rev. J.S. Muldrew, Rector of Hastings United Church, who produced an agreement drawn up by A.H. Young, 1009 Dominion Bank Building, solicitor for Mr. Maikawa. This agreement calls for a rental of \$30.00 per month, to be paid to Mr. Young.

We would like to retain this agency, and if this is satisfactory to you will you kindly notify the tenants to pay their rent to us, and at the same time notify Mr. Young of this arrangement.

Yours truly,
MACAULAY, NICOLLS, MAITLAND & CO. LTD.

Per

J.M. Nicolls

Albert H. Young

Barrister and Solicitor
Notary Public

OFFICE: 1009 DOMINION BANK BUILDING
207 WEST HASTINGS STREET.

PHONE: MARINE 2825

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

Vancouver, B.C.,

Canada

RECEIVED
JUL 14 1942

ATTENTION of MR. R. P. ALEXANDER

July 13, 1942.

Department of the Secretary of State
Office of the Custodian,
#506 Royal Bank Building,
#675 West Hastings Street,
Vancouver, B.C.,

Dear Sirs:-

Re: Your File No. 9218

I herewith enclose a copy of rental agreement dated the 18th of May 1942, and made between Mr. Bungoro Maikawa as the landlord and Rev. and Mrs. Muldrew as tenants in respect of the premises No. 2690 Cambridge Street, Vancouver, B.C. The delay in sending you this copy was due to the absence of Mrs. Muldrew from the City. I obtained her signature to the agreement a few days ago.

This house is insured for \$3000.00 with the Michigan Fire & Marine Insurance Company -- Policy No. 6018601 which expires on March 21-1945. On the same policy the contents are insured for \$1000.00

The taxes for this year have been paid by Mr. Maikawa before he left for Bridge River, B.C.

The furniture and effects which he did not take with him to his temporary home are left in the care of the tenants and are stored in the basement and I am informed they are well packed and the basement is dry and fit for storing goods of above description. Mr. Maikawa felt quite secure in leaving them there without making an inventory. If the tenancy changes during the owner's absence, I will have an inventory made. For the present I do not intend to do anything about them as the owner is satisfied with this arrangement.

The rent of the house is being paid by the Hastings United Church and is paid to July 18th. It is the desire of my client that I deposit the rent moneys in his account at the Bank of Montreal, corner of Main and Hastings Streets, after deducting disbursements and my fees.

Mr. R. P. Alexander,

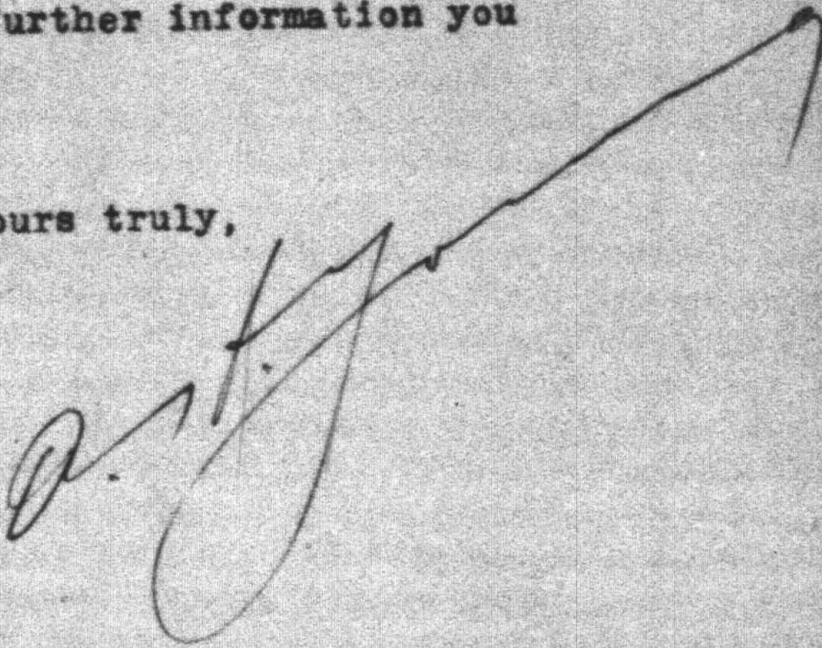
#2

July 13, 1942.

I might add that I have in my possession the above mentioned insurance policy and the Certificate of Title to said property.

If there is any further information you require, please let me know.

Yours truly,



AHY:H.

ENCL.

C
O
P
Y

THIS AGREEMENT made in duplicate the 18th day of May,
A.D., 1942.

BETWEEN:

BUNGORO MAIKAWA of
#2690 Cambridge Street, Vancouver,
British Columbia,

(Hereinafter called the "LANDLORD")

Of the One Part,

AND -

REV. J. S. MULDER and
MRS. V. S. MULDER,

(Hereinafter called the "TENANTS")

Of the Other Part,

1. The said Landlord lets and the said Tenants take the land and premises in the City of Vancouver, British Columbia, described as Subdivisions Fifteen (15) and Sixteen (16) of Lot Three (3), Town of Hastings Suburban Lands, Plan 479, known as house No. 2690 Cambridge Street, together with Piano, Electric Range and incinerator heater, during the absence of the Landlord and his family from the City of Vancouver, British Columbia, on a month to month basis beginning on the 18th day of May, A.D., 1942, at the monthly rent of Thirty Dollars (\$30.00) payable in advance on the 18th day of each and every month until the tenancy is determined to A. H. Young, at #1009 Dominion Bank Building, Vancouver, B.C., The first of such payment to be made on the 18th day of May, 1942.

2. The said tenancy may be determined when the Landlord receives permission or order from the British Columbia Security Commission or from other competent authority to return to the City of Vancouver, to reside therein as heretofore by giving One (1) months' notice in writing to the Tenants that he the Landlord desires to determine the same.

The Tenant

3. The Tenants shall keep the interior of the house in good tenantable repair and condition (reasonable wear and tear and damage by fire excepted) and if the Tenants shall damage the said house or the furniture they shall restore it to its present condition.

4. The Landlord or his agents may enter upon and inspect the premises at all reasonable times to view the condition thereof.

5. The Landlord agrees with the Tenants that if the Tenants pay the rent in the manner aforesaid and perform all the foregoing stipulations on their part they shall quietly hold the said land and premises during the absence of the Landlord from the City of Vancouver, without interruption by the Landlord or any one claiming under him.

6. The Tenants shall not assign or sub-let the said land and premises without the written consent of the Landlord and shall only use the said land and premises for residential purpose and shall not do anything that may be deemed a nuisance on the premises nor shall the Tenants carry on or do anything in said premises which will increase the premium rate of insurance against fire or invalidate any policy of insurance on the said premises.

7. If any of the Tenants' stipulations are not performed the Landlord or his authorized agent may re-enter upon the premises and thereupon the tenancy shall be determined.

8. The Tenants agree to keep safely without charge the furniture, fixtures and other effects belonging to the

Landlord

landlord which are stored in the premises.

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

SIGNED, SEALED and DELIVERED,

In the Presence of:

"A. H. YOUNG"

"B. Maikawa"

(SEAL)

"J.S. Muldrew"

(SEAL)

"V.S. Muldrew"

(SEAL)

MAIKAWA, Bungoro
2690 Cambridge St., Vancouver, B. C.
Evac. File 9218



Picture Taken April 9, 1943

REAL PROPERTY MEMORANDUM.

File No. 9218

Name. MAIKAWA, Bungoro

Catalogue No. 34

Re: 2690 Cambridge Street, Vancouver.
Dwelling

TITLES AND ENCUMBRANCES.

A. Title No. 99213 K

Property. ^{15^{ans}} Lot 16, Blk. 32, T.H.S.L.

Name. MAIKAWA, Bungoro

Whereabouts: Stated to be in owner's possession.
Have written for same.

B. Charges:

Registered: Nil.

Vested: Filing 34715

Unregistered: Nil

Taxes: Tax statement on file showing 1943 taxes ^{139.59} ~~\$119.54~~ Paid.
No consolidated.

Insurance: \$3000.00 - expiring Marcy 21, 1945.

Assessed Value: Land: \$ 480.00 Improvements: \$ 3050.00

Valuation by Appraiser: \$3300.00

Amount of Bid: \$3550.00

Approved by Advisory Committee: August 5, 1943.

Paid as shown in attached letter. ✓

Name of Transferee as attached letter. ✓

ADMINISTRATION:

Tenancy: There is an agreement on file showing that the property is rented to Rev. J. Muldrew at \$30.00 per month until such time as the landlord receives permission from the B. C. Security Commission, or from other competent authority, to return to Vancouver, giving one month's notice to the tenant.

Chattels:

Included in agreement covering rental of house.

SWD

MEMORANDUM.To: *Mr. Wilson*

From: A. G. McArthur.

Re: *2690 Cambridge St. Vancouver*
158 16/3/THSL Smelling

B. 3.550.00
Acceptance of a bid of *\$3,550.00* on the above property is being recommended to the Secretary of State.

Transmission of ownership to the Secretary of State and Deed from the Secretary of State to the purchaser are to be prepared by the Titles Department.

Will you please examine the file carefully, assuring yourself that all necessary evidence of title is therein, namely:

- A. Certificate of encumbrance showing -
 - (1) Name of owner and legal description clearly identified with that of the Japanese evacuee and his property. *2m 8/10/2*
 - (2) Filing of vesting order. *yes*
 - (3) Encumbrances. *no*
- B. Copies or detailed memoranda of all encumbrances shown on the title together with certified statements of the position of each. *1957 Paid 1943*
- C. Statements of all other charges such as taxes, water rates, dyking or other charges including unregistered charges such as option agreements, hypothecations, or other interests.

A memorandum outlining the above is to be prepared and submitted to Mr. McPherson who will prepare the transmission and conveyance. Would you please prepare such memorandum as soon as possible attach it to the file and return the file to me.

Further than this, wherever the property is tenanted, all details of rental arrangements should be on file, with copies of leases and particulars of chattels in order that - *Agreed under 30/10/2*

1. Adjustments relative to rents may be made as between vendor and purchaser. *all owner's interest*
2. Special arrangements relative to rent for chattels as apart from buildings may be made, if this is not already the case, or *Agreed under*
3. Chattels may be moved or otherwise disposed of either before or after possession is given to the purchaser. *1/1/2*

It will be the duty of the Administration Department to see that each file covering property to be transferred by the Secretary of State contains all the information above referred to and that the member of the department dealing with each property should be in a position to consult with and agree with the Real Estate agent in each case as to the adjustments of the purchase price, as at the date of the sale.

The real Estate agent will be advised to prepare a statement of adjustments as at a given date which will be submitted to the Administration Department for approval and appropriate action.

*Aug 11/43**Am*

8
9318

1
November 3, 1945.

Mr. Bungere HAIKAWA,
Registration No. 03146,
Shalalth, P. O.,
Bridge River, B. C.

Dear Sir:

Re: Catalogue Nos. 33 and 34
2690 Cambridge Street

Please be informed that 2690 Cambridge Street has been sold as of August 9th for the sum of \$3,550.00 which is equal to or in excess of the value attached to these premises by an independent appraiser.

Here, less expenses, up to the mentioned date have been credited to your account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of the sale is as follows:

Sale price	\$3,550.00
Less commission @ 5%	<u>177.50</u>
Net credit to your account	<u>\$3,372.50</u>

These funds are available to you in the usual way.

Yours truly,

F. H. Russell,
Administration Department.

PHB:MA
cc B. C. Security Commission

STATEMENT RE SALE OF:

Name: MAIKAWA, Bungoro

Catalogue No: 23 & 24

File No: 9218

Street Address: 2690 Cambridge St.
Vancouver, B.C.

Reg. No 03146

Legal Description: 15-16/3/T.H.S.L.

Aug. 9/43.

Date of Sale and Adjustments

Sale Price

\$ 3550.00

Real Estate Agents Commission

\$177.50

Charge for Valuation

7.50

Charge for Advertising

8.00

Land Registry Office Transmission Fee

3.40

Encumbrances:

~~Unpaid Vendor~~~~Mortgage~~~~Unpaid Vendor~~~~Other Charges~~

Adjustments:

Fire Insurance

8.96

Taxes

55.10

Water

6.88

196.40\$ 3620.94Net Proceeds credited to your account
as at August 9th, 1943.

\$ 3424.54

December 6th, 1945.

Date:.....

Mr. George Peters

Compiled by:.....

Jan 21/48

This statement was prepared after final
statement containing gross price (\$3550.00) was issued
hence it as above does not appear in statement.

ADJUSTMENTS - FILE No. 9218

As of August 9th, 1943 - 144 days to go

Debit purchaser

144/365 x \$139.59 taxes for 1943

\$55.10

114/114 x 3 8.80 water July to December

6.28

39/72 x \$ 16.50 insurance premium
expiry 21/3/48

8.96

Registration fees in deed - \$3,550.00

11.70

Total Exhibits

10

Credit purchaser (Rental date - 15th of month)

Proportion rents for month of February: $9/31 \times \$27.00$

\$ 7.85

Rents collected for month of August/September

27.90

September/October

27.00

October/November

37.92

Total Available

328.85

Less Total Debits

82.6%

NET CREDIT TO PURCHASER

62

Approved
22/10/43.

Mr. Styio

AUG 31 1943

August 31st, 1943.

Catalogue No. 33 & 34.
File No. 9218.

MEMORANDUM

TO: Mr. K.W. Wright
FROM: Mr. D.A. Cramer

Bungoro MATKAWA - Reg.No. 03146
City of Vancouver.
Subdivisions 15 and 16, of Lot 3,
Town of Hastings, Suburban Lands,
Plan 479, Certificate of Vesting
No. 34715.

We enclose herewith the following documents in
connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate.
4. Copy of letter showing to whom sold and price
paid for property.
5. Memorandum from Administration Department con-
firming valuation and approval of Advisory
Committee.

Certificate of Indefeasible Title Number 99213-K is
in owner's possession. This has been written for.

Enc.

DAC:PB



TELEPHONE
PACIFIC 1357

Rec'd **OCT 3 1944**
File No. 9218
Ans. _____
Referred _____

September 30, 1944.

Your File No. 9218

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

Attention Mr. F. C. Shears:

Dear Sirs:

Re- Catalogue No. 34.
2690 Cambridge Street,
Bungoro Maikawa.

Further to my letters to you of January 14, and February 12, 1944, your replies thereto and different discussions in this regard, I have now to confirm my verbal advice to you with regard to subsequent developments.

As you are aware, Mr. Stipac gave six months' notice to the tenants of this property, Mr. & Mrs. J. S. Muldrew as from December 16, 1943. In giving this notice, the entangling lease, of which Mr. Stipac was unaware at the time he purchased the property, was ignored. The reason for this was the opinion of Mr. C. L. McAlpine, of Farris & Co., that the lease was invalid for uncertainty.

During the ensuing period of the notice it seemed that there was a possibility that the tenants would not oppose an action for their eviction. However, on making a demand for possession on the 17th of June of this year, the tenants refused to give possession to Mr. Stipac. Mr. McAlpine was then instructed to apply to the County Court for an Order for Possession. ~~and after~~ ~~the notice was served on the tenants,~~ ~~it was served on the tenants.~~ The application was opposed by the tenants' Solicitor, C. Walter Hodgson on the basis that the notice was of no value, in view of the fact that the lease, from the Japanese to the Muldrews which they held, was a valid one. The application was argued before Judge Lennox who held that the "Duration of the War" lease was invalid for uncertainty and an Order for Possession was granted to Mr. Stipac, this decision apparently following recent English Appeal Court decisions to the same effect.

Unfortunately the Muldrews refused to move voluntarily on Mr. Stipac obtaining this Order, and it was necessary to file a Writ of Possession for execution by the Sheriff. After two and one-half months' delay, Mr. Stipac has now obtained physical

September 30, 1944.

Your File No. 9218

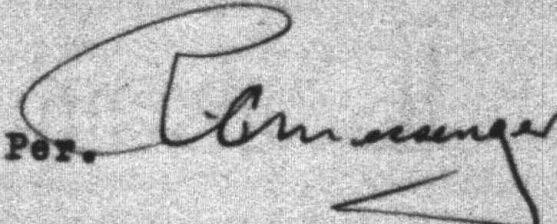
Office of the Custodian, (Continued)

possession of the property.

I have now received an account for Professional Services in this connection, including the Sheriff's fee, from Farris & Co., in amount of \$119.05. In accordance with the arrangement in this connection I have had Mr. Stipao pay the amount of \$9.05 to Farris & Co., on account of this bill and am enclosing to you the account showing this payment as received and the balance outstanding of \$110.00 which is the amount earmarked by you against this action, the result of which should have been instrumental in permitting you to dispose of properties with similar entangling leases at the market value. Will you be good enough to remit the amount of this account direct to Farris & Co.

Yours very truly,

H. D. CAMPBELL.

Per. 

RCM:JM
Encl.

9218

9th February, 1944.

H.D. Campbell Esq.,
808-812 Standard Bank Building,
Vancouver, B.C.

Dear Sir:

Res. 2690 Cambridge Street.

Referring to your letter of the 14th January we are enclosing herein our cheque for \$40.00 in favour of Messrs. Farris, McAlpine, Stults, Bull & Farris to cover their account for legal fees.

We agreed to the payment of this account, the legal opinion being desired to clarify if possible the validity of the lease entered into between Mr. Maikawa and Mr. & Mrs. Muldrew.

As you are aware, this property was sold to Mr. Stipac and under Clause 9 in our advertisement calling for tenders, the sale was without warranty whatsoever on the part of the Custodian. We therefore accept no responsibility for Mr. Stipac's rights in securing possession.

However, as Mr. Stipac may not have been aware of the terms of this unusual type of lease Mr. Wright and the writer agreed that on behalf of Mr. Maikawa this office would be responsible for the payment of the fees above referred to and we note from your letter that it is not expected that any further legal costs will be involved and that you are now of the opinion that Mr. & Mrs. Muldrew will be prepared to vacate at the expiration of the six months period.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

January 14, 1944.

Your File No. 9218

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

Attention Mr. K. W. Wright:

Dear Sirs:

Re- 2690 Cambridge Street

In connection with the opinion obtained from Messrs. Farris, McAlpine, Stultz, Bull & Farris, regarding the validity of the Bungoro-Muldrew Lease, forwarded to you under cover of my letter of the 24th of November, I am now enclosing that Firm's account in amount of \$40.00, \$35.00 of which covers the opinion of the lease and the further \$5.00 being fee for drawing Notice to Quit.

The verbal arrangements made with the writer, Mr. Shears and Mr. Wright, were that this account would be settled by your office and that in addition, the balance of \$150.00, namely \$110.00 of the funds to the credit of Bungoro, held by your office, would be earmarked to underwrite in part, if necessary, any further action which Mr. Stipac might be forced to take to obtain occupancy of the above premises.

Will you be good enough to return this account to me together with your cheque covering same and confirm for my files and future reference the above verbal arrangement.

For your information, Mr. & Mrs. Muldrew were offered, through their Solicitor Mr. Walter Hodgson, the sum of \$100.00 for their waiver of any leasing rights which they felt they held under the Bungoro-Muldrew lease and an agreement, on their part, to vacate the premises at the expiration of six month period. While Mr. & Mrs. Muldrew have not seen fit to accept this offer, Mr. Hodgson advises that he is personally of the opinion that they will quit the premises at the expiration of the notice rather than defend any action which may be threatened at that time to gain occupancy of the premises. From the reasons given me by Mr. Hodgson for this opinion, I am inclined to agree that he is correct

January 14, 1944.

Your File No. 9218.

Office of the Custodian, (Continued)

and that there will be no further legal costs involved in providing Mr. Stipac with the occupancy which he presumed he could obtain when purchasing the property from the Custodian.

Yours very truly,

H. D. CAMPBELL.

Per. *RCM*

RCM:JM

Pres. 110

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

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

703 Rogers Building

Vancouver B. C.

CABLE ADDRESS "MAYERS"
TELEPHONE PACIFIC 7137

November 29th 1943
ENEMY SECTION
Rec'd NOV 29 1943
File No. _____
Ans'd _____
Refer'd _____

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

Attention Mr. Wright.

Dear Sir:-

Re - Bungoro Maikawa - Landlord
and Muldrew, Tenant,
Your file No. 9218 Evacuee.

We have considered Mr. McAlpine's letter to Harold D. Campbell of November 23rd, 1943. We agree with his proposition that the lease must be for a term certain so that the parties may from the inception be able to determine the exact date on which it will end. We also agree with him that the case of Great Northern Railway v. Arnold is bad law. It appears to us there is no issue on these principles but the real question is how is the particular lease to be construed? Is it for a term uncertain, that is until the landlord be permitted to return, in which event it is admittedly void, or on the contrary is it to be construed as a lease from month to month as stated? This issue as to how this lease is to be construed, that is, what is the term, does not appear to be dealt with in Mr. McAlpine's letter.

While there is plenty of authority for his general principles we cannot accept the effect of the two decisions he quotes. In Warner v. Brown, 1807, 8 East 165 the facts were that there was a lease to the tenant at £40 per quarter, and that Warner, the landlord, should not raise the rent or turn out Brown so long as the rent was duly paid quarterly. Ejectment was brought and the landlord recovered, but on our understanding of the case it was contended that the term was from year to year with the limitation against termination. The Court held that the

Office of the Custodian.

provisions under the lease were inconsistent with a lease from year to year as the tenant was to have the option of going out at any time he chose not to pay rent. As to whether the restriction of giving notice was effective the judgments are as follows :-

Lord Ellenborough, C.J. "It was not repugnant to the nature of the estate there, that the agreement, though void as to the duration of the lease, should regulate the time of giving notice to quit :but here it is entirely repugnant to the nature of a tenancy from year to year, such as this is contended to be, that the option of determining it should rest solely with the tenant. "

Grose J. concurred.

Lawrence J. "If this interest be not determinable so long as the tenant complies with the terms of the agreement, it would operate as an estate for life; which can only be created by deed, as a feoffment or a conveyance to uses. The notion of a tenancy from year to year, the lessor binding himself not to give notice to quit, which was once thrown out by Lord Mansfield, has been long exploded. "

Le Blanc J. "The case of Doe v. Bell was considered as a tenancy from year to year, with all its consequences; though it was open to the same objection, that the lessor had in effect agreed not to give notice to quit during the seven years for which the agreement purported to have been made."

In Post v. Langell, 1925 - 4 D.L.R. page 90 the purported lease was until such time as the lessor would require the premises for a specified purpose . It was agreed that such was for an indefinite term but Lord Cave giving Judgment for the Privy Council held that the Courts of equity struggled to give effect to documents according to their meaning by rectifying the agreement so as to give effect to the intention of the parties, and in this instance the lease was to be rectified as to intend a lease for life to be determined as regards any part of the land from which the lessor may want to remove gravel. On such construction the lease was held to be valid, not void. This judgment of the Privy Council asserts the exception which we have pointed out in our previous letter, when the term is certain

Office of the Custodian.

a condition cutting down the term may be made to arise in an uncertain event; that is, in this instance when the Lessor may require the land to remove gravel.

We, therefore, do not see that these authorities cited add a reason for departing from our recent construction of a tenancy from month to month with a restriction on the right of termination.

There is one principle which might be considered against this lease, namely that a provision restricting the right of termination inconsistent with the term is so repugnant to the main purpose as to be void; that is a lease from month to month carries as an incident the right to terminate on one month's notice. If you restrict the right to terminate that restriction is void; that principle is doubtful. The matter stands on the succession of cases as follows :-

Right, on the Demise of Green v. Procter, (1768) 98 E.R. 151, Green as one of the interests of the partnership gave Procter the right to reside and dwell in the house where the business was carried on free of rent, and Green's executors should renew the lease to Procter; neither party to sell his share in the partnership without notice. Green in his action for ejectment was non-suited. Lord Mansfield stated :-

"The Plaintiff cannot recover against his own covenant..... and if Green should die, his executor was bound to renew the lease to Procter. And Procter did live in the house. Green has no right to recover, under all these circumstances. "

Yates held as a licence it amounted to a lease. Aston and Willes were of the same opinion.

Doe on the Demise of Rigge vs. Bell, (1793) 101 E.R. 265- a parol lease for seven years, tenant to quit at Candlemas, tenant entered and paid rent, landlord sued in ejectment. It was admitted the lease was void not being under seal. Lord Kenyon, C. J. dismissed the action on the ground that although the lease was void under the Statute, as to the duration of the lease; it must regulate the terms on which the tenancy subsists in other respects, as to the rent, the time of year when the tenant quits, etc. In this instance the document provided the lessee was to quit at Candlemas therefore if the lease terminated before seven years it could only be put at an end at Candlemas.

Doe d. Warner vs. Browne next followed. That case went to Equity in Browne v. Warner (1808) 33 E. R. 578 where Lord Eldon granted an injunction against ejectment. Eldon holds in effect that the tenant was put into possession by the landlord Warner enjoining ejectment until the hearing, in the meantime the tenant was to secure the arrears.

Office of the Custodian.

Cheshire Lines Committee vs. Lewis and Company, (1881)
50 L. J. Q. B. 121 an agreement for a lease on a weekly tenancy, to be determined by a week's notice on either side. At the same time the plaintiff landlord gave the defendant tenant a written memorandum "You may have the premises as per agreement until the railway company require to pull them down." Notice to vacate was given without regard to the Railway Company's need and the landlord brought ejectment - held that he was entitled to maintain the action. Lush, J at trial holds in effect that in *Browne v. Warner*, Lord Ellenborough had found if the "term if not for life being for no assignable period, it must operate from year to year in which case it would be inconsistent with, and repugnant to the nature of such estate that it should not be determinable at the pleasure of either party giving regular notice The restriction is as repugnant to the nature of the tenancy in the one case as in the other. It is therefore no legal answer to the ejectment to say that the contingency provided for has not happened." It is open to question whether *Browne v. Warner* is capable of that construction. No term was there stated and the question is what was the term? Under the circumstances the only possible contention was for a lease from year to year as the intention implied but that was shown to be (by Lord Ellenborough) inconsistent with the intention that the tenant had the option to withdraw at any time, therefore the parties did not intend a lease from year to year. The issue of a right of cancellation which is repugnant to that right ordinarily flowing from a tenancy from year to year did not arise. On appeal the reasons in the Cheshire Lines case were as follows :-

Bramwell, L.J. holds that the second document restricting the termination was not part of the contract. If that document were a binding engagement "then it is a lease for the lives of the lessees determinable upon certain events happening, and therefore void because not made by deed. I do not see that there would be any legal repugnancy in the terms of such a lease, but nobody can suppose the parties here ever contemplated making it. Further that there was no consideration for the second document.

Baggallay, L.J. concurs, adding that if it were necessary to construe the second document he would construe it as a lease for life but that would be void under seal.

Brett, L.J. at page 128 states :-

"I think the case of *Browne v. Warner* is directly in point to shew that the stipulation, if interpreted so as to diminish the right to give a week's notice, is repugnant

Office of the Custodian.

and inconsistent with that right, and therefore void. It is said that there is created a weekly tenancy not pure and simple, but of some other kind, by virtue of the stipulation. I know of no such thing as a tenancy from week to week not pure and simple, but only from week to week, until something happens which enlarges the term.

A tenancy from week to week implies that a week's notice may be given by either party, and, moreover, in the first document here there is an express provision to that effect. I think the subsequent stipulation is inconsistent with that provision, and if not inconsistent the lease is void, because not made by deed. This case is the same as *Browne v. Warner*; and when that case came before Lord Eldon in Chancery, he said that, if the document came before him as an existing Lease, Lord Ellenborough's interpretation in the common law Court was right; that he would have construed it in the same way, and that he could have given no relief. Therefore, both upon principle and authority, if both documents are to be taken as constituting a lease the defence fails. "

Further he holds that if it be construed as an agreement for lease the term is not certain and he doubts whether the agent had any authority to execute the second document.

The case last cited does suggest the principle that the right of termination arising from a tenancy from month to month may not be limited for the reason that such restriction is repugnant to the term but there is some difficulty in accepting that as a principle of general application for the following reasons :-

1. It purports to derive the authority taken from the *Warner* case, which case was a clear matter of a construction of a particular document, and so may be the last case cited.
2. The principle against restricting the right of termination depends upon the judgment of the trial Judge and on Brett in the Court of Appeal. Taking the trial judgment as the binding judgment it therefore depends upon the minority judgment of Brett, L.J. In any event it was not a necessary ground for the decision because the majority found other grounds and Brett himself has alternative grounds.

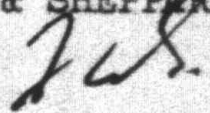
The most that could be said at the present time is that it is a possible principle which may or may not be accepted by

Office of the Custodian.

subsequent cases, but at the present time we are of the opinion that it is merely a rule of construction adopted in the particular contracts and being a rule of construction is not a rule of law and need not be applied in this particular instance. However, if the purchaser is satisfied that the lease is void he has his remedy by action in ejectment and perhaps he is prepared to accept the title without you joining in any further action, but we could not advise you to join with him in any action.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :- 

FAS/EB

FARRIS, McALPINE, STULTZ, BULL & FARRIS

BARRISTERS & SOLICITORS

HON. J. W. DE B. FARRIS, K.C.
C. L. McALPINE, K.C.
R. S. STULTZ
ERNEST B. BULL
JOHN L. FARRIS

SUITE 1508 STANDARD BANK BUILDING

VANCOUVER, B. C.

ADDRESS ALL COMMUNICATIONS TO FARRIS & CO.

TELEPHONE MARINE 6341
CABLE ADDRESS "FARRIS"
CODE WESTERN UNION
FIVE LETTER EDITION

November 23, 1943.

Mr. Harold D. Campbell,
Chartered Accountant,
510 West Hastings Street,
VANCOUVER, B.C.

Attention Mr. Messenger

Re: Lease Bungoro, Landlord to Muldrew, Tenant

Dear Sir:

As requested I have considered the legality of the above-mentioned Japanese lease which I understand has been used extensively by Japanese prior to being evacuated from this locality.

The lease in question purports to lease on a month to month basis until the tenancy is determined. The lease then provides that "the tenancy may be determined when the landlord receives permission or order from the British Columbia Security Commission or from other competent authority to return to the City of Vancouver to reside therein as heretofore by giving one month's notice in writing to the tenant." Section 5 of the lease then provides that "if the tenant pays the rent he shall quietly hold the said lands during the absence of the landlord from the City of Vancouver."

Now it is obvious from the terms of this lease that the duration of the term is not specified, except being until such time as the landlord may receive permission to return to Vancouver. The requisites of a valid lease are that the commencement and duration of the term be set out in the said lease. When the duration of the term is not set out, the lease is void for uncertainty and becomes a tenancy at will.

The question is then, is the duration of the term uncertain? The law is quite clear that the duration of a term of a lease ought to be ascertainable either by express limitation of the parties at the time of making the lease, or by a reference to some collateral act which may with equal certainty measure the continuance thereof, otherwise it is void. I have read a great many cases and

Mr. Harold D. Campbell2

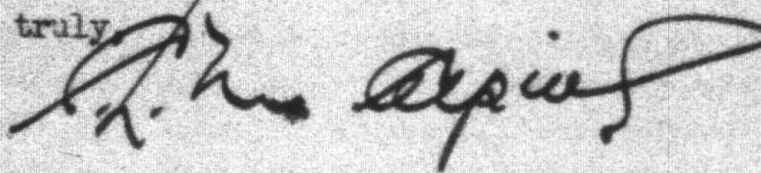
November 23, 1943.

found plenty of authorities in support of the principle above enunciated. In Warner v. Brown 1807 - 8 East 165, a lease was entered into with the proviso that the lessee might remain in possession "so long as he paid rent or did not sell any article injurious to the lessor's business". This was held to be void for uncertainty and was construed as a tenancy at will. In Post v. Langell 1925 - 4 D.L.R. 90, a lease to continue until the lessor needed the land for a specified purpose, was held to be not for a term certain and therefore void.

It is of course impossible to tell at what time, if ever, the B.C. Security Commission or other competent authority, will grant permission to the landlord to return to the City of Vancouver. In my opinion that is not a term certain and consequently it follows, that the lease is void and is a mere tenancy at will, which is terminable on notice.

There is one English case, namely, Great Northern Railway v. Arnold 1916 33 Times Law Reports 114 which seems to be contrary to the opinion I have expressed. In that case a lease was granted during the last war "for the period of the war". Rowlatt J. held "that even if the lease for years must be for a period of time certain, or which could be rendered certain, yet, as the lessor could have granted a lease for a long period of time terminable at the end of the war, that it was a good lease." This case has been very much criticized and is, in my opinion, wrong. If the reasoning of Rowlatt J. is sound it can apply to any lease and there never would be such a thing as a lease void for uncertainty of duration. I do not anticipate that the Courts of law would have any difficulty in refusing to follow the Great Northern and Arnold case.

Yours truly,



C.LMca/EA

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1387

NOV 24 1943
Rec'd _____
File No. _____
Ans. _____
Referred <u>SHEARS</u>

November 24, 1943.

Your File No. 9218.

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

Attention Mr. F. G. Shears,
Director.

Dear Sirs:

Re- Catalogue No. 24
2690 Cambridge Street.

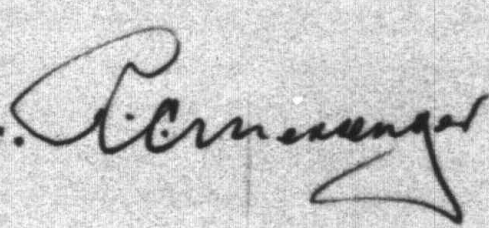
Further to my letter of October 29, and subsequent discussion of the Bungoro-Muldrew Lease between Mr. Shears, Mr. Wright and Mr. Messenger, the writer has now received from Mr. C. L. McAlpine of the Firm of Farris, McAlpine, Stultz, Bull & Farris, an opinion as to the validity of this Indenture of Lease if challenged in a Court of Law.

As suggested by Mr. Shears on the telephone this morning, I am enclosing the original of this opinion for your perusal.

Mr. McAlpine's opinion that the Lease is invalid, appears to the writer to be well taken and well founded and the writer will anticipate a telephone call from Mr. Shears relative to discussing with him and Mr. Wright just what action, if any, should ensue.

Yours very truly,

H. D. CAMPBELL.

Per. 

RCM:JM
Encl.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

703 Rogers Building

Vancouver B.C.

November 10th, 1943.

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

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

Dear Sir:-

Re - Bungoro MAIKAWA,
File No. 9218.

Attention Mr. K. W. Wright.

ENEMY SECTION

Rec'd NOV 12 1943

File No.

Ans'd

Refer'd

We have your enquiry as to the validity of the lease of May 18th, 1942 from Maikawa to Mr. and Mrs. Muldrew. We note that there are no breaches of covenant on the part of the tenant and therefore your enquiry is whether the term complies with the principle requiring the term to be certain, that is, so fixed that the date of termination may be ascertained from the inception. With that principle must be considered another principle, namely provided that the term be certain a condition of defeasance may be expressed so as to arise at a term uncertain, as for example, the proviso for re-entry may be contended to arise on default of payment of rent or other default and such provision is quite valid although at the beginning of the term it is impossible to determine when the default may arise and "the term certain" in the lease be cut down. In this lease the term is described (Clause 1) "during the absence of the Landlord and his family from the City of Vancouver, British Columbia, on a month to month basis beginning, etc.," then follows Clause 2 providing for the event of termination, and Clause 5 a covenant of enjoyment during the absence of the landlord from the City of Vancouver. There are two possible constructions of the term:-

1. That the term is for the period of the absence of the landlord and that is uncertain and would make the lease invalid.
2. That the lease is from month to month with a proviso for termination of that term upon the landlord

Office of the Custodian.

returning and not before that time . A term from month to month is certain , the only uncertainty is during what month the landlord may choose to give notice to terminate the successive series of monthly terms, but a right to terminate at an uncertain time is valid providing the term be certain, that is in a lease from month to month.

We are of the opinion that the latter construction of a term from month to month is preferable for the following reasons:-

(a) If the term be taken as the period "during the absence of the landlord and his family from the City of Vancouver " then other portions of the lease are rendered meaningless :-

(i) The following words in Clause 1 "on a month to month basis " are mere surplusage and can be given no meaning. These words cannot have been intended to define the period of payment because that provision follows in the same clause.

(ii) Clause 2 defines the right of the landlord to terminate the lease , to wit, on his return to Vancouver, B.C. and impliedly when read together with Clause 5 restricts the landlord giving notice to terminate before his return. Such a provision is needless as if the landlord cannot terminate the lease until his return to Vancouver such term would expire automatically and no notice of termination would be required.

(b) On the other hand if the term be regarded from month to month then the various other clauses fall into place :-

(i) The words in clause 1 "during the absence of the landlord and his family " while capable of being read as part of the term to make it indefinite yet can be read as interpreted by Clauses 2 and 5 as relating only to the right of termination or defeasance and not an original grant of term. Therefore if the emphasis be thrown on the words "on a month to month basis" as defining the term this term becomes certain.

Office of the Custodian.

- (ii) Clause 2 as stated defines the landlord's right of giving notice of termination, that is on his return. Now this again points to a lease on a month to month basis defining the event on which the landlord may give his notice to vacate and thereby end the term certain.
- (iii) Clause 5 again gives a covenant that the Lessee will enjoy the premises during the absence of the landlord and on a month to month basis such clause could be understood as necessary because in a lease from month to month the landlord can give notice to vacate at any time therefore because it is a lease from month to month the tenant has taken the covenant that the landlord will not give notice to vacate until he returns.
- (iv) If two possible constructions are open the Court will favour that construction which makes the formal document valid.

We are, therefore, of the opinion that the document as a whole shows a intention of a term certain, namely from month to month rather than for an indefinite term, and that the covenants contained in Clauses 2 and 5 are merely restrictive of the right of termination. Therefore the words in Clause 1 "during the absence of the landlord" are intended as merely restrictive of the right of termination and not restrictive of the term. Further, that is the construction which would be preferred by the Court even though the weight of the intention shown from the document as a whole were even less strong. We are, therefore, of the opinion that the lease does comply with the requirement of a term certain.

There is a further possible defect; the landlord registered on May 15th, 1942; that title will have vested in the Custodian and the formal lease is dated three days later, namely May 18th, 1942, therefore it might be contended that Maikawa had not sufficient interest to establish a valid lease as against the Custodian or subsequent owner. There are contrary facts however which prevent such a contention succeeding :-

- (1) In Clause 6 of the J.P. form Maikawa declares his intention to rent before evacuation and Mrs. Muldrew will be new tenant and pay \$30.00 a month. It, therefore, appears

Office of the Custodian.

in turning this property over to the Custodian he was excepting therefrom the leasehold interest to Mrs. Muldrew and because he declares the lease there appears to have been an agreement for such lease at the time the J.P. form was executed. Hence, it appears to us that the vesting in the Custodian is subject to this lease and not paramount to it.

2. From a perusal of the file it appears that Mr. A.H. Young was collecting the rent and the Custodian has formally consented thereto and therefore as the Custodian has consented to the rent collection he must have impliedly consented to these tenants, Muldrew, continuing in occupancy, which would be sufficient to create a conventional tenancy on the same terms.

In conclusion we are of the opinion that the purchaser should not succeed in requiring these tenants to vacate.

We are returning your file.

Yours truly,

LOCKE, LANE, GUILD SHEPPARD,

Per :-

FAS/EB.

100-1000

6th November, 1943.

MEMORANDUM

To: Mr. E. W. Wright

From: Mr. F. G. Shears

ENEMY SECTION

NOV 8 1943

Rec'd

File No.

Ans'd

Refer'd

Re: Emilio MATKANA

This is the case I mentioned to you.

I would like you to take up with Mr. Sheppard this matter of leases for indefinite periods.

If Mr. Stipac intends to make a case of this it might be desirable to have the case presented in the best method possible and some assistance given by this office.

Mr. Messenger tells me that the Muldrens are likely to retain a Mr. Hudson and that Mr. Sheppard will possibly be aware of his reputation. This information was given to me "sub-rosa" and in any case is somewhat vague.

F. G. Shears

F. G. Shears,
Director.

*Mr. Sheppard
Confirming our conversation by phone
Will you please file & let me hear from you
as early as convenient
D. B. L.
10/20/43*

95

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

806-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

October 29, 1943.

Your File No. 9218

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

Attention Mr. F. G. Shears,
Director.

EVACUATION SECTION

Rec'd OCT 30 1943

File No.

Ans.

Referred *Harrop*

and 33-

Dear Sirs:

Re- Catalogue No. 24
2690 Cambridge Street.

As you know I am financial advisor to Mr. Martin Stipac, to whom you recently transferred title to the above premises. As the writer advised Mr. Shears in a recent conversation, Mr. Stipac purchased this property with a view to occupying it himself at the expiration of the required legal notice to the present tenants, the Rev. and Mrs. J. S. Muldrew, to vacate the premises.

It was only after acquiring title to the property that Mr. Stipac became aware that the Muldrews were holding tenancy by virtue of Indenture of Lease between the Japanese, Bungoro Maikawa, and Mr. & Mrs. Muldrew, dated the 18th of May, 1942, which was drawn by A. H. Young, Solicitor. This lease purports to provide undisturbed tenancy to the lessee, until such time as the lessor receives permission or order from the British Columbia Security Commission, or other competent authority, to return to the City of Vancouver for the purpose of residing therein.

While I personally admit, without prejudice, on behalf of Mr. Stipac that the conditions of sale under which the offer to purchase was made, clearly established that such sale was subject to any existing lease, it should be apparent that the existence of such lease should have been brought to the attention of Mr. Stipac as obviously he would not have made an offer to purchase the property with the intention of occupying it himself.

I have, at Mr. Stipac's instructions, contacted Mrs. Muldrew and offered her, without prejudice, a consideration for the cancellation of the lease. She advised me that she will not, under any consideration, forego the rights she claims to continue tenancy for an indefinite period. As this obviously may be a matter of years there would appear to be no option open to Mr. Stipac but to take the matter to Court and endeavour to break, what I personally consider to be a defective lease.

October 29, 1943.

Your File No. 9218

Office of the Custodian, (Continued)

If the rental of this property were an adequate one, the situation would be different. Under the present arrangement, where apparently consideration was given to the Muldrews for their custodianship and care of the Japanese' chattels, this course of action would seem advisable.

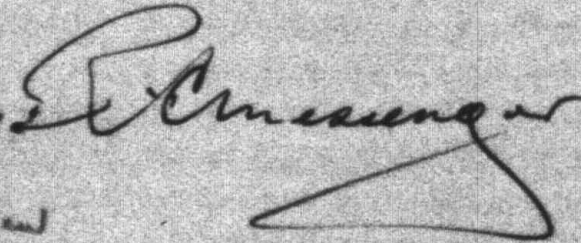
The reasons that I am writing to you are twofold. In the first instance, in view of the circumstances under which Mr. Stipac finds himself in the present situation, I feel that your office has a certain moral if not legal responsibility in the matter. In the second place I am personally aware that there are a number of Japanese properties, title to which is now vested in the Custodian subject to leases of a similar nature, some of which having rentals of such a nominal amount that the revenue does not begin to cover taxes due on the properties in question. It therefore appears to the writer, that it would be definitely to your advantage to join with Mr. Stipac in testing the validity of this lease, as the success of such action would be of undoubted benefit to your Office.

My suggestion is that my client guarantee a fixed amount in legal costs and that your office agree to be responsible for the amount over and above Mr. Stipac's portion.

Will you be good enough to take this matter under consideration and advise me of your decision at the earliest possible opportunity.

Yours very truly,

H. D. CAMPBELL.

Per 

RCM:JM

Walter Stipac *Asst. for Mr. Muldrew*

? Attached.

August 3rd, 1943

Messrs. Campbell & Pemberton,
506 Crown Building,
615 West Pender Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 34. 4 33

Your letter of July 19th in which you enclose Mr. Martin Stipac's certified cheque for \$355.00 and offer to purchase 2690 Cambridge Street for the sum of \$3,550.00 has been received and considered. We understand that this house is partly on Lot 15 as shown in our Catalogue under Parcel No. 33, so that these two parcels are being considered as one property.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$3,195.00.

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

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

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you, after which the documents will be submitted for registration.

The tenant will then be advised that the property has been sold, subject to the existing tenancy, and your client will then be in a position to assume control of this property.

Yours truly,

F. G. Shears
Director

FGS/GH

TELEPHONE: PACIFIC 7484

CABLE ADDRESS: "HORYAY"
CODES: A.B.C. 5TH EDITION
WESTERN UNION

HORNE, TAYLOR & CO., LTD.

INSURANCE AND GENERAL AGENTS

MORTGAGES
REAL ESTATE
RENTS COLLECTED

INSURANCE
FIRE, PLATE GLASS
AUTOMOBILE, ACCIDENT

817 WEST PENDER ST.

VANCOUVER, B.C.

July 23rd, 1943.

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

Dear Sir:

Re: Lots 15 & 16, Block 3, H. T.
Your file No. 9218.

In the event of you being unable to accept any tender on the above property which is shown in your catalogue as Nos. 33 and 34, this letter is to advise you that we have a firm offer from a Chinese client to purchase the property for \$ 3,850.00 cash. He was unfortunately unable to get his tender into your office by noon on July 19th, 1943.

Yours faithfully,

HORNE, TAYLOR & CO., LTD.

per *Harold James*

ESK:mb

EXHIBITION	FILE
Re: JUL 24 1943	
File No.	
Ans.	
Referred	

HORNE, TAYLOR & CO., LTD.

INSURANCE AND GENERAL AGENTS

MORTGAGES
REAL ESTATE
RENTS COLLECTEDINSURANCE
FIRE, PLATE GLASS
AUTOMOBILE, ACCIDENT

817 WEST PENDER ST.

VANCOUVER, B.C.

July 19th, 1943.

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

Dear Sir:

Re: Catalogue Nos. 33 & 34 - 2690 Cambridge St.,
Lots 15 and 16, Block 3, H.T., Vancouver, B.C.
Your file No. 9218

We herewith submit a tender for the purchase of the above noted property on behalf of VIOLET STERLING MULDREW, wife of Rev. John Smith Muldrew of 2690 Cambridge Street, Vancouver, B. C. in the amount of THREE THOUSAND, TWO HUNDRED & FIFTY dollars (\$3,250.00). You will notice that this is one tender for two catalogue numbers as the dwelling is situated partly on Lot 15 and partly on Lot 16 so that the two parcels are really one.

Enclosed please find certified cheque for ten per-cent of the amount offered viz: Three Hundred and twenty-five dollars (\$325.00)

For and on behalf of VIOLET STERLING MULDREW.

HORNE, TAYLOR & CO., LTD.

per *Stanley Aspin*ESK:mb
Enc.

ERIC W. PEMBERTON
RES. PACIFIC 8404

PROPERTY MANAGEMENT
MORTGAGES

FRANK G. CAMPBELL
RES. MAYVIEW 2728L

INSURANCE
APPRAISALS

Campbell & Pemberton

REAL ESTATE AND FINANCIAL BROKERS

Telephone Pacific 9635

506 CROWN BUILDING,
815 WEST PENDER STREET.

VANCOUVER, B. C.

July 19, 1943.

"The Custodian",
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re- Sale of Japanese Property
Catalogue Parcel No. 34
2690 Cambridge Street

We hereby offer to purchase, on behalf of our client Martin Stipac, the above property for the sum of \$3,550.00 cash.

Our client's certified cheque for 10% of this amount, namely \$355.00 is enclosed herewith, as required by the conditions of Tender as advertised.

We have made, on behalf of the same client, an offer to purchase Catalogue Parcel No. 30, being the property at 2505 Cambridge Street, under separate cover. It is to be understood that acceptance by you of one of these offers to purchase by Mr. Stipac, automatically withdraws the other one and his deposit made with the Tender so withdrawn will be returned to him.

Yours very truly,

CAMPBELL & PEMBERTON

*Van Saylor Say,
Hans party on
Oct 15 (over parcel 33)*

per... *F. G. Campbell*.....

*CK 355
3195*

*See letter filed
2 Aug. 9
2 Aug. 9*

To: Custodian
Royal Bank Bldg.
Vancouver B.C.

1044 Melville St
Vancouver. B.C.
July 19 '1943.

We hereby tender the sum of
Two thousand one hundred and
Ten Dollars (\$2,100) ^{cash} full price
for 2690 Cambridge Street
Vancouver. B.C.

Moore & Moore
Per F Moore

No 34

Rejact

Catalogue Nos. 33 and 34
File No. 9218

Receipt of Certificate of Title No. 91361-L is by me hereby
acknowledged and I agree that all adjustments and incidents
in connection with the sale to me of the property covered by
the said certificate have been settled.

Receipt is also acknowledged of copy of Michigan Fire & Marine
insurance policy No. 6018601, and assignment thereof in quadruplicate.

Dated at Vancouver, B. C., this ____ day of _____ 1943

Martin Stipac

File No. 9218

- 2 -

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 March 30	Proceeds from Auction Sale - Vancouver # 124 Disbursements	32.07 ✓	197.80 ✓	
		125.00		
April 4	Ck 9173 - B. MATKAWA	125.00		
May 4	Ck 9718 - B. MATKAWA	125.00		
June 5	Ck 289 - B. MATKAWA			
				CR \$ 2,693.94

1168.73

BUNGOTO MATKAWA

FILE No. 9218
Reg. No. 03146

Jan 6/45

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1944 June 5	Balance brought forward	125.00	\$2,693.94	
July 3	Ck 796 - B. MATKAWA	4.00		
August 22	Ck 1690 - Advertising Cat # 33 Cat # 34	4.00		
		375.00		
September 30	Ck 2427 - B. MATKAWA			
October 10	Ck 2574 - Farris, Mallipine, Stults, Bruce & Farris Legal fees re xxxxxx Cambridge St. 24.30	110.00	303.75 ✓ 1.33 ✓	
October 10	Proceeds from Auction Sale			
December 4	Proceeds from Auction Sale			
December 6	Ck 3625 - B. MATKAWA	2,000.00		
				CR \$ 361.02

File No. 9218
Reg. No. 03116

6

GENERAL LEDGER

Date	Particulars	Debit	Credit	Balance
1964 December 9	Balance as per statement sent	2.50	8.00	
1965 January 8	Appraisal fee re chalet			
August 6	B. C. Electric Railway Co. - deposit refund	200.00		
August 11	Cheque to you	202.50	283.02	
				<u>Cm \$ 186.52</u>

BURGORE MATKANA

File No. 9218
Reg. No. 03146

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945 August 16-	Balance as per statement sent	\$	186.52	
November 15	Cheque to you	100.00		
1946 January 15	Assessments & due for 1946 (Estimated)	25.00		
February 20	Proceeds Auction Sale		3.85	
September 26	Dominion of Canada Bond coupons		2.50	
1947 January 14	Dues a-1-----4 Family Assurance	25.00		
January 20	Balance at credit	42.87		
		<u>192.87</u>	<u>192.87</u>	<u>\$42.87</u>
1947 January 21 -	Bank charge shipping Bonds and Shares			
	Cheque to you	.45		
		<u>42.42</u>		
		42.87		
1948 January 22	Balance			
				NIL

03146

MAIKAWA Bungoro

9218

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Michigan Fire & Marine Ins. Co.	6018601	\$4,000. <i>2000 - 2100</i>	March	21	45	2690 on South side of Cambridge St., Vancouver, B. C.

File No. 9218

--- SUMMARY ---

January 18th, 1947.

--- FIRE INSURANCE ---

Bungoro MAIKAWA,
Reg. No. 03146

Fire Insurance on Dwelling in the sum of \$3,000.00 was maintained while required and was transferred to Martin Stipac, new owner, when property purchased by him. The policy was delivered to him about October 22, 1943. (Receipt undated). Return premium of \$8.96 was allowed Bungoro MAIKAWA in the adjustments.

Fire Insurance on Furniture in the sum of \$1000.00 was allowed to lapse as March 21st, 1945 as all chattels had been removed. See ltr. Oct. 28/44 (Green to MAIKAWA).

The above Summary is certified to be
in accordance with the information on file,
January 18th, 1947.

B.R. Dusenbury
B.R. Dusenbury
Office of the Custodian.

January 18th, 1947

File No. 9212

SUMMARY

LIABILITIES

Dangoro MATKAWA,
Reg. No. 03146

No Claims against or indebtedness of Dangoro
MATKAWA are revealed on the file.

The above Summary is certified to be
in accordance with the information on file,
January 18th, 1947.

[Signature]
W. J. Dusenbury,
Office of the Custodian.

January 18th, 1947.

--- PERSONAL PROPERTY ---

Bungoro MAIKAWA,
Reg. No. 03146

CHATELS: - See Chatels Schedule.

NOTE: Chatels sold and credited to this account are as per statement on file amounting to a net sum of \$535.87.

BONDS,WAR SAVINGS CERTIFICATESOTHER CERTIFICATES,LIFE INSURANCE

(On Page 3 of registration of Bungoro
MAIKAWA dated May 15th, 1942 is recorded:
(

"1 \$100 Victory Bond, 1 \$50 Victory Bond,
8 \$5 War Savings Certificates, all in owner's possession.

Certificate Nos. PU4804A & PU 4805A Investors Syndicate, Minneapolis
Min. Each for \$118.00.

Bank Accounts: None

Life Insurance: Sun Life Assurance Co. \$1500 Van. B.C. Policy
No. 628326. \$2500 Family Beneficiary Society No. A 4989 Suite 64
Exchange Bldg. 553 Granville, Van. B.C."

As these did not vest with the Custodian, no action was taken by
this office in respect to them.

In addition to the above there are noted in the file the following
not declared:-

1. Certificate #499- 5 shares of Toric Mines Ltd. in safekeeping
Envelope No. 416 received Dec. 1, 1944 from P.S. Ross & Son
and
2. One share in T. MAIKAWA STORES LTD. per memo January 10, 1947

BOND

Dominion of Canada Bond purchased through this office as Nov. 14,
1945 - \$100.00 - 9th Victory Loan - held in safekeeping Envelope #416
December 13th, 1945.

REFUND:

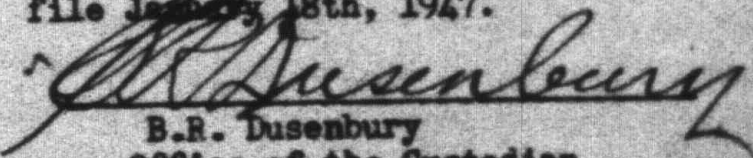
A refund of \$8.00 was received from the B.C. Elec. Railway Co. July
1945 on account of Deposit for light, and was credited the account
of MAIKAWA.

SPECIFIED ARTICLES:

There are no Cameras, radios, Fire Arms or Vessels revealed in the
registration or the file.

No other Personal Property of Bungoro MAIKAWA is revealed on the
file.

The above Summary is certified to be
in accordance with the information on
file January 18th, 1947.


B.R. Dusenbury
Office of the Custodian.

File No. 9218

CHAFFEL SCHEDULE

January 16th, 1947

- 2 -

Re:- Bungoro MATSUDA,
Reg. No. 03146

Declared	Sold at	Remarks.
see Page 1.	Auction	
	continued.	
	Christmas decorations	
	Trays & contents	
	Carton dishes	
	Tennis rackets	
	Clock	
	2 child's tables, 1 chair &	
	blackboard	
	High chair & 2 folding chairs	
	Smoker's stand	
	Garden spray	
	2 small tables	
	Galvanized tub	
	Scotter	
	Hand truck	
	Carton tools etc.	
		* Elec. heater had to be left with purchaser, as cost of legal action to remove it would not warrant it.
		Missing. Garden Hose Vacuum cleaner & Polisher (probably shipped)

M. D. Davidson

NAME MAKANA, Bungoro

REGISTRATION NO. 03146

FILE NO. 9218

The following chattels were sold by public
auction at Vancouver, B. C. on November 28th, 1945.

Truck

\$ 5.50

Total

Less Expenses: (Auctioneer's Fee \$.55
(Advertising .49
(Moving .61

\$ 5.50

\$ 1.65

\$ 3.85

Net Proceeds Credited:

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering List No.

Vancouver 55

Remarks.

NAME MAIKAWA, Bungoro

REGISTRATION NO. 03146

FILE NO. 9218

The following chattels were sold by public
auction at 972 Powell Street, Vancouver on October 25, 1944.

Carton tools etc.

\$ 1.85

Total (Auctioneer's Fee: \$0.18
(Advertising: 0.04
Less Expenses: (Moving: 0.39

\$ 1.85

\$ 0.52

Net Proceeds Credited:

\$ 1.33

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering List No.

Vancouver 34.

Remarks. *not listed on inventory.*

Dec 4/44

NAME MAITANI, Eugene *original sent 29/10*

REGISTRATION NO. 03146

FILE NO. 9218

The following chattels were sold by public
 auction at 992 Powell St., Vancouver, B.C. on September 13, 1944:

Table lamp	\$ 1.00
Garden spray	0.80
Chesterfield suite	69.00 ✓
Reinman Piano and bench	280.00 ✓
Lawn mower	13.00 ✓
2 Small tables	1.50
Table	4.75
Wooden cabinet	1.50
Galvanised tub	2.75
Scooter	0.50
Hand truck	1.75

Total		\$ 376.55
Less Expenses:		\$ 72.80
(Auctioneer's Fee)	\$37.66	
(Advertising)	8.15	
(Movings)	26.99	
Net Proceeds Credited:		\$ 303.75

Members of Custodian Staff Present. Mr. Wills

Extracted from Auctioneering List No. Vancouver 31

Remarks.

Oct 19/44

MEMORANDUM

File No.: 9218

January 31st, 1944

To: Mr. Spain

From: Mr. Green

Re: Bungoro MAIKAWA

Further to my letter of January 19th to the Japanese of which a copy was sent to Mrs. Muldrew, I have now seen the latter and everything is satisfactorily arranged. Although Mrs. Muldrew advises that her lawyer considers the furniture to be included in the lease and therefore not liable to be surrendered, she is willing to let us have it for sale by auction. This will save possible trouble over legal action and I think we should go ahead.

The only article she is using is the electric stove which she would like to buy and in accordance with our policy, this may, of course, be sold to her. She may also wish to buy the chesterfield and I think should be given some consideration but this, of course, will have to be decided by the Japanese. If a mutually agreeable price cannot be arrived at, then it will also have to be moved to auction. Finally, she says the piano is a very good one and this she can sell privately at a better price than would be fetched at auction.

Would you, therefore, arrange for Mr. Thompson to get in touch with Mrs. Muldrew and appraise the chesterfield, piano, and stove? He may advise Mrs. Muldrew of the prices set on each item and she may then, if she wishes, purchase the stove. If she wishes to purchase the chesterfield and arrange for the sale of the piano, her offer for the one and any offer she may obtain for the other, may then be referred to the Japanese.

HFG:IF

Wait for Thompson's appraisal

File No. 9218

January 7th, 1944.

MEMORANDUM

TO: Mr. Green

FROM: Mr. Spain

Re: Catalogue No. 34

2690 Cambridge Street

Bungoro MAIKAWA

Rev. J. S. and Mrs. Muldrew

I interviewed the tenants who informed me that they rented the property including the furniture from MAIKAWA for the duration. They further stated that regardless of the fact that the lease does or does not specify chattels, their lawyer Mr. C. W. Hodson informed them that they are entitled to use the furniture for the duration.

I enquired if the furniture was in use, and Mrs. ~~Hodson~~ informed me that nothing was in use except the Hot Point Electric Range. Her attitude was antagonistic. She felt that she was protecting MAIKAWA's interest and would not part with the furniture without instructions from MAIKAWA himself.

I drew her attention to your letter of the 18th to which she had failed to reply, and pointed out to her that it was MAIKAWA's wish to sell the furniture to pay medical and maintenance expense. This failed to move her, and she was quite adamant and referred us to the lawyer Hodson.

I would suggest that we obtain a letter from MAIKAWA addressed to Rev. and Mrs. Muldrew instructing them to deliver all personal property to the Custodian representative on demand.

*This is to be
done before
the 1st of Jan.*

GBS/HMS

yes

9218

January 19th, 1944

Mr. Bungoro MAIKAWA,
Registration No. 03146,
Bridge River, B. C.

Dear Sir:-

On receipt of your letter of December 20th, we got in touch with Mr. and Mrs. Muldrew about the removal of your furniture. They are using nothing except the electric range, but were unwilling to release the balance to us for sale. Our investigator reports that Mrs. Muldrew felt that she was protecting your interests and was unwilling to part with the furniture without instructions direct from you.

As you are aware, the property of evacuated Japanese is vested in this office and we could, of course, use our very considerable powers to force Mrs. Muldrew to relinquish your furniture. However, there seems no point in causing any unpleasantness as you wish the furniture removed and sold and Mrs. Muldrew has only refused to give it up under the mistaken impression that she is doing you a service. As you wish the proceeds of sale to be made available to you, this of course is not the case.

We suggest, therefore, that you write direct to Mrs. Muldrew saying that you wish the furniture to be delivered to us for sale and at the same time advise us when you have done so. If Mrs. Muldrew then makes any difficulty, we will, of course, have to use the powers conferred upon us.

Yours truly,

H. F. Green
Protection Department

HFG:IF
c/c to Mrs. Muldrew

W. G. WILLARD
MANAGER

TELEPHONE: MARINE 5542
RES. TELEPHONE: MARINE 9680

WILLARD'S AUCTION ROOM

AUCTIONEER and VALUATOR

SALES CONDUCTED ANYWHERE IN THE CITY

1047 SEYMOUR STREET
VANCOUVER, B. C.

Nov. 22nd., 1944.

The Office of
The Custodian, Etc.,
Royal Bank Bldg.,
675 Hastings St., W.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd.	NOV 22 1944
File No.	9218
Receiver	Spain

ATTENTION MR. G. SPAIN.

Dear Sir:-

Acting under your instructions, I have called at the premises at 2690 Cambridge St., in the city of Vancouver, and examined a heater of Mr. Bungoro Maikawa, File number 9218.

Following is the article examined and my valuation of same-

1 Electric heater..... \$20.00

Trusting this meets with your approval and thanking you for your courtesy in this matter, I am,

Yours truly
W.G. WILLARD

W.G. Willard

WGWA/AHW.

REGISTERED.

January 20th, 1947

Mr. Bungoro MAIKAWA,
Reg. No. 03146,
c/o Ricardo Ranch,
Vernon, B.C.

Dear Sir:-

We have brought forward your file for review and to examine your affairs that have come under our control, preparatory to making a brief report to you of same.

In this review it is noted that your principal asset was your property at 2690 Cambridge St. which was handled by Albert H. Young, Barrister, and was occupied by R. v. and Mrs. Muldrew, according to a Lease Agreement made by you and dated May 18, 1942. The rate of rent was \$30.00 per month which was duly collected by Mr. Young and remitted to this office for your credit on our books. Particular reference is made now for the reason that a great deal of trouble arose due to the terms of the Lease and eventually when the property was sold on August 9, 1943, it was necessary to take eviction proceedings to obtain possession for the new owner. In order to accomplish this, it became necessary to secure legal services which will account for certain charges in your account for same.

You were advised of the sale on the 3rd of November 1943 at or about the date of completion of the details.

The chattels as indicated in your file have been disposed of and the proceeds of those that have been sold for your account, either by private sale or public auction, have been credited to you. Certain of your Furniture and personal effects were forwarded to you at Bridge River.

A General statement of your account was forwarded to you in June 1944 showing a credit balance of \$2693.94. In December 1944 this was continued and a statement showing a credit balance of \$381.02 was forwarded. We are now enclosing further statements herewith as follows:-

1. General Statement with credit balance of \$186.52
2. General Statement with credit balance of \$42.87

We have on hand in safekeeping the following in your behalf:-

1. Certificate #499 for 5 shares of Toric Mines Ltd., also
2. Bond of Dominion of Canada - 9th Victory Loan in the sum of \$100.00 purchased at your request in November 1945.

We have taken the above from safekeeping and are forwarding them to you through the Royal Bank of Canada as per copy of our letter to the Bank herewith. Their charge for this service is 45¢ which amount is deducted from \$42.87 leaving a

Mr. Bunsoro MAIKAMA-cont'd.

- 2 -

balance of \$42.42 for which amount we are attaching our cheque in full
settlement of all your funds with the Custodian.

It is noted that you have a one share interest in T. MAIKAMA
STORES LTD.

In the foregoing, and in previous letters, statements and reports
to you it would appear that we have accounted for your interests, both Real
and Personal, that have come under our control and shall be obliged if you
will confirm same when acknowledging this letter and the enclosures herein.

For your convenience in re-lying, we enclose a self addressed
envelope.

Yours truly,

B.R. Dusenbury,
Office of the Custodian.

BRD/DD.
Encs. 6.

9218

January 20th, 1947.

The Manager,
Royal Bank of Canada,
Granville & Hastings Street,
Vancouver, B.C.

Dear Sir:-

Re:- Bungoro MATKAWA,
Reg. No. 03146

We are enclosing to you herewith the following documents:-

1. Certificate #499 for 5 shares of Toric Mines Ltd. and
2. Dominion of Canada Bond #P7A 954787 - \$100.00

to be forwarded per insured mail to your Branch at Vernon, B.C. for delivery to Bungoro MAIKAWA, Reg. No. 03146, c/o Ricardo Ranch, Vernon, B.C.

3. Our cheque in your favour for 45 cents covering your charge for this service.

Kindly acknowledge receipt.

I am truly,
B.R. Dusenbury
Office of the Custodian.

BRD/DD.
Encs. 2.
cc. to Mr. MAIKAWA.

FEB - 6 1947

THE ROYAL BANK OF CANADA
VANCOUVER, B.C.

January 5, 1945

Mr. Bungoro MAIKAWA,
Reg. No. 03146,
Bridge River, B. C.

Dear Sir:

Referring to your letter of December 28th in regard to the electric heater on the premises at 2690 Cambridge Street, the purchaser of the property refuses to give up these article stating that it is a fixture of the house.

We quote from his letter as follows:-

"I am therefore refusing to accede to your demand in this connection unless an Order from a court of competent jurisdiction instructs me to do so and hereby advise you that I will defend any action on your part to obtain such an order."

We have made investigations in regard to our rights to take delivery of this heater and we find that if this is installed in a fireplace which has no flue, it becomes a fixture and goes with the house.

We have had the heater appraised by a competent valuator who states that it is worth \$20.00.

It would therefore appear that to obtain possession of this heater, it will be necessary for us to take the matter into Court, which we do not consider advisable as the legal costs would be more than the value of the heater warrants.

Yours truly,

G. D. Milsom
Administration Department

GDM/OH

December 8, 1944

Mr. Martin Stipac,
2690 Cambridge Street,
Vancouver, B. C.

Dear Sir:

Referring to your letter of November 15th in regard to the heater at 2690 Cambridge Street, some time ago a member of our Protection Department interviewed you at the house in regard to this heater and you agreed that it was a separate unit and that you would like to purchase same, so arrangements were made to have the article appraised in order to decide the purchase price. We have now had a valuation placed on this by a competent appraiser who states that it is worth \$20.00. If you are willing to purchase this article at the above price, kindly send us your cheque for same, otherwise, we will have to arrange to have an electrician call at your address and remove the heater.

If neither of these proposals are satisfactory to you, it will be necessary for us to place the matter in the hands of our Legal Department to take whatever action they see fit.

Yours truly,

G. D. Milson
Administration Department

GM/GH

9218

February 10th, 1944

Mrs. J. S. Muldrew,
2690 Cambridge St.,
Vancouver, B. C.

Dear Madam:-

Re: Bungoro MAIKAWA

Further to our recent conversation, we have now had the contents of 2690 Cambridge Street appraised by Mr. Thompson. He has doubtless advised you the value he puts on the items in which you are interested, but if not, we give them herewith.

Electric Range.....\$60.00
Garbage Burner.....\$12.00

The piano he valued at \$175.00 and the chesterfield suite at \$75.00. We have now, however, heard from Mr. Maikawa that he would like to withhold these items from the sale together with a radio table and a table lamp. We believe that you would perhaps be prepared to keep these articles on hand for him and if that is the case, would you kindly so advise?

If you will then pay for the electric range and garbage burner at the prices given above, this will clear up that point and it will only remain for us to remove to auction the balance of items.

Would you telephone or write your wishes and we will then make the necessary arrangements with Mr. Spain to remove everything which you have not bought or are not keeping for the Japanese.

Yours truly,

H. F. Green
Protection Department

HFG:IF

File No. 9218

MEMORANDUM

To: Mr. Spain
From: Mr. Wilson

November 18th, 1944

Re: Sale of heater.

I have taken up with Mr. Messenger the matter of the letter written by him and signed by Mr. Stipac dated November 15th. From what I gather, Mr. Stipac is willing to pay a fair price for this heater so I would suggest that we have it appraised, and when this is done, if you would advise me of the appraisal value, I will see if a reasonable settlement cannot be made.

Mr. Stipac states that the price of \$51.00 as mentioned by the Japanese is ridiculous.

GDM/GH

Wilson

To: Mr. Wilson
From: Mr. Spain

November 21/44

I accompanied Mr. Willard to 2690 Cambridge Street today where he appraised the heater.

This appraisal will be sent to us in a day or two.

GBS:LM

Mr. G. L. Spain

MEMORANDUM

File No.: 9218

Nov. 18th, 1944.

To: Administration Dept.

From: Mr. Spain

Re: Attached letter from Mr. Stipac

On my recent visit to the above address, I interviewed Mr. Stipac at which time I convinced him that the heater was not part of the house but a separate unit listed among the chattels belonging to Mr. Maikawa. He expressed a desire to purchase the heater and arrangements were made on the spot to have it appraised and I arranged with Mr. D. A. Smith to have Mr. Willard appraise and decide the purchase price.

Mr. Stipac now asserts that he "tentatively refused this demand until I consulted my solicitor". This is a deliberate prevarication and Mr. Stipac and his male companion, who was present at the interview, must be well aware of the fact.

When we removed the chattels from this house, we were obliged to leave the electric heater temporarily as our trucker had no permit to disconnect the power, this must be done by a qualified licensed electrician, hence the delay in obtaining delivery.

Going back to the time when the original tenants, Rev. and Mrs. Muldrew were in the house, I interviewed Mrs. Muldrew and this self-righteous, indignant and antagonistic person did not invite me to examine the chattels. I could not, therefore, determine the exact nature or classification of this electrical unit. If there is a flue in the chimney, then definitely it becomes a chattel.

If, however, it is the only mode of heating the room where it is installed, then it should be classified as

December 18th, 1943

The Rev. J. S. and Mrs. Muldrew,
2690 Cambridge Street,
Vancouver, B. C.

Dear Sir and Madam:-

Re: Bungoro MAIKAWA

Mr. Bungoro Maikawa has recently sent us a list of the furniture that still remains on the premises at 2690 Cambridge Street and writes as follows:

"Although I wish to keep the above furnitures, I must beg to request your assistance in their sale, under this circumstance to procure an income for our livelihood. As I am ill and need medical attention, would you kindly remit me the net proceeds from the sale."

We have written back that we are not clear how far these articles or some of them are included in the lease to you and may perhaps not be immediately available, and which are merely stored and under your care. Our records seem to indicate that the piano, electric range, and chesterfield suite, are in use by you and the remaining items stored.

We should like, as far as possible, to fall in with this Japanese' wishes and in accordance with our usual policy, will remove what you can spare to sale by auction. Due to the scarcity of trucks, we should prefer if possible to make only one call and perhaps you could, therefore, start making arrangements to replace any items which are in use. Then, when we hear that you are ready, we can come and remove everything at one time.

Yours truly,

H. F. Green
Protection Department

HFG:IF

RECEPTION SECTION	
DATE	NOV 16 1944
FILE NO.	9218
ANS.	
REFERRED	Milson

over to him

2690 Cambridge Street,
Vancouver, B.C.
November 15th, 1944.

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

Dear Sir:-

2690 Cambridge Street.
Re: Your File No. 9218 -

I purchased the above property from you in the fall of 1943. The tenant in possession of the house at that time was given Notice to Vacate and gave up possession of the premises to me on or about the first of September of this year. At that time representatives from your office took possession of all the chattels belonging to the previous Japanese owner and removed same.

Several days ago a member of your staff called at the house and demanded immediate possession of the electric fireplace. As I was under the impression that this was part and parcel of the purchase made by me I tentatively refused this demand until I consulted my solicitors which I have now done.

Take notice therefore that the position I am taking in this matter is that this fixture was installed in the house by the previous owner with intent that it should become a permanent fixture thereof and as such is part of the premises which I purchased. I would also point out that any demand for possession of this fireplace should have been made at the time the Japanese chattels were removed from the premises and I consider that any claim for possession of this installed fixture was abandoned at that time. I am therefore refusing to accede to your demand in this connection unless an Order from a court of competent jurisdiction instructs me to do so and hereby advise you that I will defend any action on your part to obtain such an order.

Yours truly,

M. Stipac
(Martin Stipac).

5th July, 1943.

Messrs. Horne Taylor & Co., Ltd.,
817 West Pender Street,
Vancouver, B.C.

Dear Sirs:

Re: 2690 Cambridge Street.

With reference to your telephone message we were unable to contact the Rev. J. Muldrew until late Saturday morning. He spoke to his daughter on the telephone and we enclose a copy of the letter which we have written.

You will understand of course that unless they are willing to arrange for any client you may have to inspect this particular property that, for the time being at least, we do not wish to demand that they do so.

For your information the lease which they hold is somewhat unusual and reads in part as follows:

"On a month to month basis payable in advance on the 15th day of each and every month until the tenancy is determined to A. H. Young at 1009 Dominion Bank Building."

"The tenancy may be determined when the Landlord receives permission from the British Columbia Security Commission or from other competent authority to return to the City of Vancouver by giving one month's notice in writing to the Tenants."

"The Landlord agrees with the Tenants that if the Tenants pay the rent in the manner aforesaid and perform all the foregoing stipulations on their part they shall quietly hold the said land and premises during the absence of the Landlord from the City of Vancouver, without interruption by the Landlord or any one claiming under him."

As you are aware, these properties are being advertised by tender subject to existing leases and the question of the termination of leases of such a nature as this would have to be considered by the purchaser.

In due course we may be receiving legal opinion in regard to leases of this type.

Yours truly,

F. G. Shears,
Director.

FCS/PME
encl.

9218

July 20, 1942

Albert H. Young Esq.,
1039 Dominion Bank Building,
207 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Bungoro Miakawa

We thank you for your letter of the 13th instant with information regarding fire insurance and arrangements made by Mr. Miakawa with regard to his furniture and effects. The copy of the lease is also acknowledge with thanks.

We have no objection to the arrangements made with regard to your acting on behalf of Mr. Miakawa and collecting rents from the Hastings United Church.

After payment of emergency repairs and your collection fee, will you please either remit the balance to this office each month, or we have no objection to your holding these amounts in a Trust fund.

For the time being, however, we ask you to conform to our present policy and not make any direct payments either to the owner or to the credit of his account at the Bank of Montreal.

Will you kindly report to us each month the moneys received and disbursed and let us know what disposition has been made of the balance on hand so that our file may be in order.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

June 6th, 1942.

Albert H. Young, Esq.,
1009 Dominion Bank Building,
Vancouver, B.C.

Dear Sir:-

re MAIKAWA, Bungoro

We are in receipt of your letter of the 2nd instant in which you state that Mr. Bungoro Maikawa has leased his house to Rev. J.S. Muldrew and Mrs. Muldrew. We thank you for this information.

Mr. Maikawa has registered his property with us and it will be necessary for us to have a copy of this lease on our files and we will ask you to kindly supply us with this.

You mention that Mr. Maikawa instructed you to look after his interests during his absence. No mention is made of this on his registration form. Have you any authority given you under his signature, or is it contained in the lease arrangement for which we are asking?

Furniture, etc., is declared as being contained in this residence and for our files to be complete we will need information regarding its safekeeping and disposition. However, if you will let us have the information asked for above, we will then be in a position to advise you further regarding your position in this matter and our requirements in connection therewith.

Yours truly,

FGE:EB.

R.P. Alexander
Assistant Manager

9218

June 6th, 1942.

Messrs. Macaulay, Nicolls, Maitland
& Company Limited,
435 Howe Street,
Vancouver, B.C.

Dear Sirs:-

re MAIKAWA. Bungoro

We have been advised that the property of the
above at 2690 Cambridge Street, Vancouver, B.C. about
which we advised you on May 21st, has been leased, the
arrangements being made by the owner Mr. Maikawa, through
Mr. Albert H. Young, 1009 Dominion Bank Bldg.

We are communicating with Mr. Young regard-
ing this matter, but in the meantime we suggest that you
take no further action regarding this particular prop-
erty.

Yours truly,

FGS:EB.

R.P. Alexander
Assistant Manager

9218
Albert H. Young

Barrister and Solicitor
Notary Public

OFFICE: 1009 DOMINION BANK BUILDING
207 WEST HASTINGS STREET.

Shear
C.
PHONE: MARINE 2825

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUN 3 1942

Vancouver, B.C.,

Canada

June 2, 1942.

Attention of Mr. Alexander

Custodian of Enemy Property,
Royal Bank Building,
#675 West Hastings Street,
Vancouver, B.C.,

Dear Sir:-

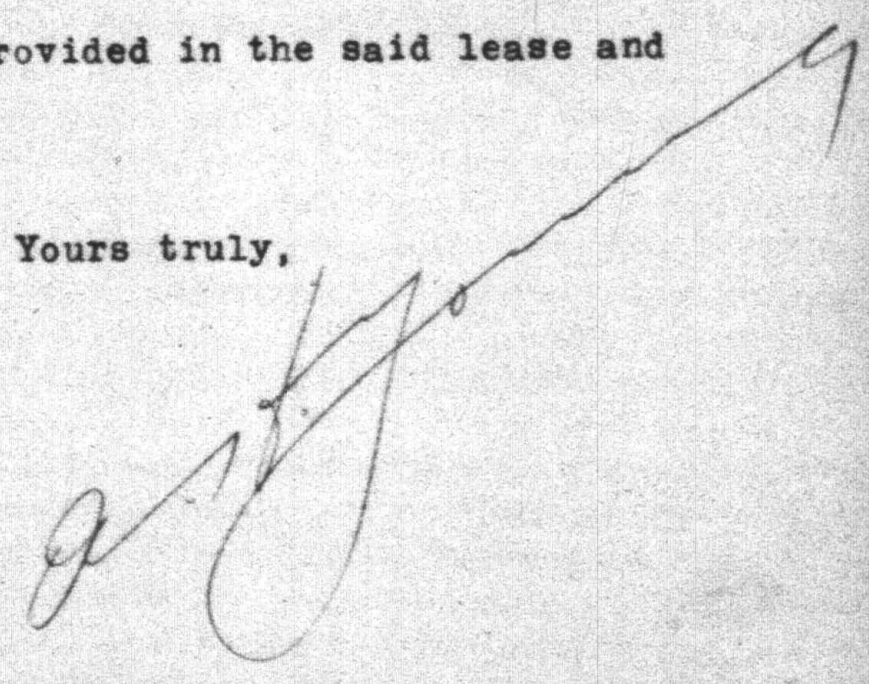
This is to advise you that Mr. Bungoro Maikawa, has before he left Vancouver for inland, leased his house No. 2690 Cambridge Street, Vancouver, B.C., to Rev. J. S. Muldrew and Mrs. Muldrew. The lease is in writing and it is for the duration of his absence from Vancouver unless sooner determined by reason of the failure by the tenants to perform the stipulations therein contained.

Mr. Maikawa has instructed me to look after his interest during his absence and to view the house from time to time, take care of fire insurance premiums and other outgoings, collect the rent as provided in the said lease and remit same to him.

Yours truly,

AHY:H.

*This is a record
when Young
replied to
me 6/2/42*



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Bungoro MAIKAWA

File No. 9218

Bridge River B.C.

Reg. No. 03146

Company Sun Life

Agency Vancouver

Policy No. 628326

Premium - \$ 59.20

Payable: ^X Annually, Semi-annually or monthly

Month April

Day 1

REMARKS:

MacArthur
~~*1915*~~

Given out 3015 143

Catalogue 33 and 34 DEC - 2 1947
IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

9218

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME MAIKAWA BUNGORO (RCMP) Reg. No. 03146
(Print) Surname Given Name

(2) Pre-Evacuation Address 2690 CAMBRIDGE ST. VANCOUVER, B.C.

(3) Present Address % RICARDO RANCH, VERNON, B.C.

(4) REAL ESTATE

(a) Street Address (if any) 2690 CAMBRIDGE ST. VANCOUVER, B.C.
City or Municipality Province

(b) Legal description (lot number, block number, section number, etc.)
LOT NUMBER - 154 16 BLOCK NO. 3
(BLOCK NUMBER - 15416)

(c) Type of Real Property (cross out words which do not apply):

- (i) ~~Farm~~
(ii) Residence Type of business
(iii) ~~Business~~
(iv) Any other type of property (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - \$

(ii) Buildings - - - - - \$

(iii) If business, put value on business as going concern
(including land and buildings, tenancies, chattels,
fixtures, stock-in-trade, goodwill and accounts re-
ceivable) - - - - - \$

(iv) Total value (if you cannot give separate values for lands and buildings just
fill in total value) - - - - - \$ 2,500.00

(v) Amount at which Custodian sold property and credited your account - - - \$ 3,372.50 35 50

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 2,127.50

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

(c) How stored or packed at time of evacuation

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

(e) Itemized description of personal property which is the subject of the claim:

1.	Estimated Value \$
2.	Estimated Value \$
3.	Estimated Value \$
4.	Estimated Value \$
5.	Estimated Value \$
6.	Estimated Value \$
7.	Estimated Value \$
8.	Estimated Value \$
9.	Estimated Value \$
10.	Estimated Value \$
TOTAL CLAIM FOR PROPERTY LOSS \$	

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e))

(6) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)
(b) Do you require the services of an interpreter at the hearing? Yes or no

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA
(Province of British Columbia)
TO WIT:

I, Bungoro Nakawa
c/o Ricardo Ranch
of the City

in the Province of British Columbia

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the City

of Vernon
in the Province of British Columbia

this 19th day of November

A.D. 1947. *B. Nakawa*
A Notary Public in and for the Province of British Columbia

N.B.—THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 29.

JAPANESE PROPERTY CLAIMS COMMISSION

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

10

Vernon, B. C.,

February 20th, 1948.

IN THE MATTER OF THE CLAIM OF
HUNGORO MATKAWA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

R.J. McMASTER, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

T.P. HERRONIN, Esq.,

Official Reporter.

30

2
B. Maikawa,
In Chief.

HERBERT MAIKAWA, the claimant herein, being first
duly sworn, testified through the
Interpreter as follows:

HERBERT EXAMINATION BY MR. McMASTER:

Q Witness, did you instruct Mr. Leckie to draw this
statement with regard to the property with respect
to which you are claiming and is that your signature
on the statement?

A Yes.

Q Do you need an interpreter?

10 A Yes.

Q And are the statements contained therein true to
the best of your knowledge and recollection?

A Yes.

MR. McMASTER: I will file this statement re the real estate
as Exhibit 1, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Witness, I produce to you three pictures. Can you
identify these pictures?

A These are pictures of my house.

20 Q And this one? A: Yes, that is my
back garden.

MR. McMASTER: I ask to file those as the next exhibit,
my lord.

(PHOTOGRAPHS MARKED EXHIBIT NO. 2).

MR. McMASTER: If I might refer to Exhibit 1, my lord,
the Reporter doesn't need to take this down.

(Reading). This is a corner lot, my lord, the
witness just says. Your witness, Mr. Hunter.

Oh, I neglected to point out one thing, my lord,
30 that the property is situated out in that area near

Hastings Park which is a fairly populated residential area with working class people.

MR. HUNTER: It is submitted, my lord, that this property was sold for its fair market value. For your Lordship's information I will file a copy of the appraisal of Johnson, Reeve & Watson, dated the 30th of July, 1943.

(APPRAISAL MARKED EXHIBIT NO. 3).

10 MR. HUNTER: If your Lordship will refer to Exhibit 3, I think it will be observed in the paragraph under the heading, "Condition", that the claimant is unduly sensitive when he states that the appraisal indicates there is no plumbing. There is no such inference. The appraiser merely states there is no bathroom, which is the fact. It is a straight question of valuation, my lord. No questions.

THE COMMISSIONER: That is all, Mr. Maikawa.

(Witness aside)

20 MR. HUNTER: I would point out the amount allowed there is the net, not the gross, on the claim.

THE COMMISSIONER: What was the gross?

MR. HUNTER: The gross was \$3550.00, my lord.

MR. McMASTER: And the date of the sale, Mr. Hunter?

MR. HUNTER: August 9th, 1943.

(PROCEEDINGS ADJOURNED SINCE LATE)

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

J. P. Horrabin
"T. P. HORRABIN"
Official Reporter.

File No.
9218

ANALYSIS OF
CLAIM

January 22, 1948

REAL PROPERTY SECTION

Bungoro MAIKAWA,
Reg. No. 03146

REAL PROPERTY

2690 Cambridge Street,
known as
Subdivisions 15 and 16 of
Lot 3, Town of Hastings,
Suburban Lands, Plan 479,
Vancouver, B.C.

Catalogues #33 and #34

Bungoro MAIKAWA makes claim re this
property (Gross)

\$5500.00

Sale Price (Gross)

3550.00

Appraisal

Johnson, Reeve & Watson \$3300.00

Tenders

- (a) Moore & Moore \$2110.00
and rejection
 - (b) Martin Stipec- 3500.00
 - (c) Violet Sterling
Muldrew and 3250.00
rejection
 - (d) Chinese (Horne
Taylor & Co. Ltd) 3850.00
and rejection
- Acceptance of tender (b) \$3550.00

Deduction by Claimant

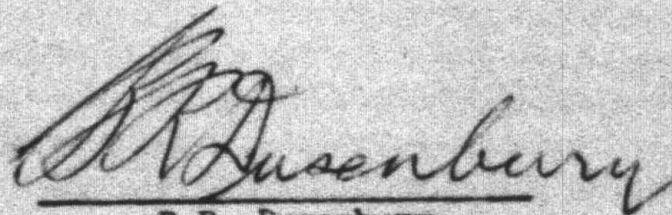
3372.50

Net amount of Claim re this
property

2127.50

Index 9 b. - Campbell's letter
29-10-43 to the Custodian indicates
trouble in respect to Lease cover ng this
property. It may not be pertinent to the
claim, but if it should be the master file
contains much correspondence in respect to
same.

NOTE: Definitely no claim re Chattels.


B.R. Dusenbury,
Office of the Custodian.

VERNON

20th February

DEFENCE BRIEF

BUNGORA MAIKAWA

File No. 9218

Case No. 168

REAL PROPERTY CLAIMS

(Claim shown as Gross)

Amended
Real Property Claim

\$5000

Appraised at

\$ 3,300

Sale Price

\$3550

Witness - Johnson & Reeve, Appraisers

Appraisers (Johnson Reeve) rep
that there is no bath room and
provision for same, which is a
serious drawback. House erected
in 1934. Improvements & repairs
required estimated at \$700/\$800 -
they have allowed for in their
appraisal as well as the cost of
painting exterior.

A tender was received from Horne,
Taylor & Co. for \$3850 which was
received after tenders were closed
and was rejected.

SUMMARY OF DEFENCE

Witness

Johnson & Reeve

Appraisers

BMP/ma

Name of Claimant **MAIKANA, Bungere**
 Custodian File **9218**

Case **162**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
3590.	177.50 12.50				Special \$300.00 in addition					300.00 190.00
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										490.00

October 17th, 1950.

Mr. Bungoro MAIKAWA,
690 Woodbine Ave.,
Toronto, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 168

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... **\$490.00.**

Cheque in your favour is enclosed for **\$472.93**
and we have paid the Co-Operative Committee .. **\$ 17.07**
for legal fees as authorized by you.

Yours truly,

FOS/js
1 encl.

F.G. Shears
Director

CLAIM NO. 168 - Bungoro MAIKAWA

This claim relates to a dwelling situate at 2690 Cambridge St., Vancouver, which was appraised by Douglas Reeve in July 1943 at \$3300.00, and was sold in August 1943 at \$3550.00.

The assessed value of the property in 1943 is shewn to have been \$3935.00.

After the advertised closing date fixed for receipt of tenders for this property, Messrs. Horne Taylor & Co., a Vancouver real estate firm, made a tender for this property in the sum of \$3850.00. This offer was rejected, as having been made too late, notwithstanding the fact that the lower offer of \$3350.00 had not then been accepted.

In the circumstances, I consider that the fair market value at the date of sale is shewn to have been not less than \$3850.00.

I THEREFORE RECOMMEND payment to the claimant of the difference of \$300.00, in addition to the costs of sale, i.e. \$190.00, which were deducted from the proceeds of sale.

H. I. BIRD

Commissioner.

February 1st 1950.